

**Solicitation  
For Participation in  
JEA.com Responsive Design  
for**



**Jacksonville, FL  
Solicitation Number 83819**

**Optional Pre-Proposal Meeting in Person or Teleconference on June 14, 2016, at 3:00 p.m.**

**JEA Customer Center, 1<sup>st</sup> Floor, Room 002  
21 W. Church Street, Jacksonville, FL 32202**

**OR**

**Dial In 1-888-384-9090**

**Passcode: 428598**

**Proposals are due on June 30, 2016 by 12:00 pm  
via email to Nathan Woyak at [woyanj@jea.com](mailto:woyanj@jea.com)**

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## Solicitation

### 1. REQUEST FOR PROPOSALS

#### 1.1. INVITATION

##### 1.1.1. SCOPE OF WORK

This Solicitation is for JEA to obtain professional services, primarily consulting services, to change its current website (jea.com) to a responsive design model. Responsive design is about building a web presence that efficiently scales and functions across all devices and screen sizes. Currently, JEA maintains both the primary jea.com and m.jea.com (its mobile offering). With the move to responsive design, JEA would decommission m.jea.com and maintain a single code base. The Proposer is expected to assist with the transition to a responsive website for JEA to meet the needs of its users accessing the site on a variety of devices.

A complete scope of work is located in Appendix A Technical Specifications.

##### 1.1.2. INVITATION - REQUEST FOR PROPOSAL

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

**Request for Proposals (RFP) Title:** JEA.COM RESPONSIVE DESIGN

To obtain more information about this RFP:

Download a copy of the Solicitation, PDF quality drawings (if applicable, and any required forms at jea.com.

**JEA RFP Number:** 83819

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

**Proposal Due Date:** June 30, 2015

All Proposals must reference the RFP Title and Number noted above. All Proposals must be made on the appropriate forms as specified within the RFP and emailed to Nathan Woyak at [woyanj@jea.com](mailto:woyanj@jea.com)

##### 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: NATHAN WOYAK

E-mail: [woyanj@jea.com](mailto:woyanj@jea.com)

For Technical Questions:

Contact: ELENI CRUISE

E-mail: [CRUIEP@JEA.COM](mailto:CRUIEP@JEA.COM)

##### 1.1.4. OPTIONAL PRE-PROPOSAL MEETING IN PERSON OR BY TELECONFERENCE

There will be a Optional Pre-Proposal Meeting.

PRE-PROPOSAL MEETING TIME: 3:00 p.m.

PRE-PROPOSAL MEETING DATE: June 14, 2016

DIAL IN: 1.888.384.9090

PASSCODE: 428598

PRE-PROPOSAL LOCATION: JEA Customer Center, 1<sup>st</sup> Floor, Room 002, 21 W. Church Street, Jacksonville, FL 32202

## 1.2. SPECIAL INSTRUCTIONS

### 1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION

Proposer shall have the following Minimum Qualifications to be considered eligible to submit a Proposal in response to this Solicitation. A Minimum Qualification Form which is required to be submitted with the Proposal Form is provided in Appendix B of this Solicitation. It is the responsibility of the Proposer to ensure and certify that it meets the Minimum Qualifications stated below. A Proposer not meeting all of the following criteria will have its Proposal rejected:

- Proposer must have successfully completed two (2) similar projects within the previous three (3) years as of the proposal due date stated herein.
  - A similar project is defined as development and implantation of a responsive website that is currently live in production. For the two (2) references, JEA must be able to navigate the actual website and confirm the Proposer has successfully implemented a responsive design website. JEA will also contact the references provided to ensure the Proposer was responsible for successfully completion of each project.

**Please note: Any Proposer whose contract with JEA was terminated for default within the last two (2) years shall have its Proposal rejected.**

### 1.2.2. EVALUATION METHODOLOGY

#### 1.2.2.1. COMPETITIVE SEALED PROPOSALS

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

### 1.2.3. SELECTION CRITERIA

#### 1.2.3.1. EVALUATED PROPOSAL

JEA will use the "Selection Criteria" listed below to evaluate the Proposals. JEA may make its Award decision based solely upon the information submitted in the Proposals.. It is always in the best interest of the Proposer to provide informative, concise, well-organized technical and business information relative to the Work, in both the initial submittal of its Proposal and in any subsequent submittals. **Please note: JEA may reject Proposals that request material changes or take exceptions to JEA commercial terms and conditions.** Material changes to the commercial terms and conditions can only be made by JEA prior to public opening of the Proposals.

#### 1.2.3.2. QUOTATION OF PRICING

**Maximum score for this criterion is: 30 POINTS**

Proposer shall provide a Lump Sum cost to perform the Work described in the Appendix A Technical Specifications for a new responsive design solution cost for jea.com. The Lump Sum cost shall be all inclusive and shall include all

profit, taxes, benefits, travel, and all other overhead items. JEA shall Award the Contract based on the Lump Sum cost stated by the Proposer.

The Proposer is required to submit the pricing regarding hourly rates for the job classifications listed in Appendix B Proposal Form and defined in Appendix A Technical Specifications. JEA may or may not use these services during the term of the contract. The estimated hours given are an estimate and will be used as a baseline for bidding purposes.

Please note, the Lump Sum quoted by Proposer on the Proposal Form must be firm prices, not estimates. ANY MODIFICATIONS, EXCEPTIONS, OR OBJECTIONS CONTAINED WITHIN THE PROPOSAL FORM SHALL SUBJECT THE PROPOSAL TO DISQUALIFICATION.

### **1.2.3.3. FINANCIAL RESPONSIBILITY**

**Maximum score for this criterion is: 5 POINTS**

At minimum, the Proposer shall provide the following information:

- Years in business;
- Revenues of the Proposing Company in the last two (2) years 2014 and 2015.

**Respond on Appendix B - Proposal Form**

### **1.2.3.4. PROFESSIONAL STAFF EXPERIENCE**

**Maximum score for this criterion is: 15 POINTS**

Team Members

Proposer shall provide a maximum of three (3) resumes of the professional staff to be assigned to perform the Work. The resumes provided shall identify the Primary Project Manager/Scrum Master, Application Developer Lead, and Front-end Developer Lead (collectively, the "Team Members"). Primary positions (as shown in the attached Evaluation Matrix) shall only serve one (1) role. Note, the Primary Project Manager must be from the company submitting the Proposal and not a Subcontractor. Persons whose resumes are submitted as a Team Member must actually perform the Work unless the Company receives prior approval by the JEA Project Manager to use another resource.

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. Resumes shall also identify any specialty or technical process expertise. Resumes shall be no more than two (2) pages in length, single sided, and on 8.5" by 11" sized paper. If more than two (2) pages are submitted, only the information contained on the first two (2) pages will be evaluated by JEA. No more than three (3) resumes will be evaluated.

**Respond in open format**

### **1.2.3.5. PAST PERFORMANCE/COMPANY EXPERIENCE**

**Maximum score for this criterion is: 20 POINTS**

The two (2) project references provided above in Section 1.2.1, titled Minimum Qualifications For Submission, will be contacted and evaluated to determine the points assigned by JEA for this particular Selection Criteria. The information below is required:



- Project Reference Company Name
- Project Reference Contact Name
- Project Reference Contact Phone Number
- Project Reference Contact E-Mail Address
- Project Reference Website
- Project Start and End Dates
- Project Title
- Address of Project
- Brief project description (no more than 10 lines)

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

**Maximum score for this criterion is: 20 POINTS**

- For the two (2) projects provided in the Section 1.2.1 above, Proposer shall explain how it managed the engagement to realize project budgetary goals, timetables and quality control objectives.
- Provide detailed information regarding the Proposer’s Business Model and the Proposer’s alignment with all JEA's technical requirements listed in Appendix A Technical Specifications, to specifically meet JEA’s needs.

**Respond in open format**

**1.2.3.7. OFFICE PROXIMITY TO JEA**

**Maximum score for this criterion is: 5 POINTS**

Provide the address of Company’s office that will handle this project for JEA and its distance from JEA. JEA Headquarters located at 21 West Church St. JEA will use Google Maps to verify distance.

In order to receive points for this criterion, Company's office must be occupied and staffed with at least three (3) employees for a duration of six (6) months prior to the Proposal Due Date stated in this Solicitation. Additionally, the office shall not be used as a residential premises. If necessary, JEA will use zoning records and tax rolls to validate this criteria.

**Respond on Appendix B Proposal Form**

**1.2.3.8. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) - RFP**

**Maximum score for this criterion is: 5 POINTS**

Proposer shall indicate if it is certified as a Jacksonville Small and Emerging Business (JSEB) as defined by Jacksonville Ordinance 2004-602; Chapter 126, Part 6A and 6B.

If Proposer is not a certified JSEB, the Proposer shall list any JSEB certified subcontractors that it intends to utilize in the performance of the Work. The listing should include names of the JSEBs, the type of service they will provide, and the percentage of work being subcontracted. Points will be awarded based on the type and amount of work that will be conducted by JSEB firms.

The points will be awarded as follows:

Proposer is a COJ/JEA certified JSEB = 5 pts;

Proposer is not a JSEB but will subcontract Work to JSEBs:

Non-JSEB with JSEB partner:

Greater than or equal to 5% of work = 4 pts

Greater than or equal to 3%, but less than 5% of work = 3 pts

Greater than or equal to 2%, but less than 3% of work = 2 pts

Greater than or equal to 1%, but less than 2% of work = 1 pt

Less than 1%=0 pts

#### **1.2.3.9. TIE**

Ties will be decided in according with JEA's Procurement Code.

#### **1.2.4. NUMBER OF CONTRACTS TO BE AWARDED**

JEA intends to Award One (1) Contract(s) for the Work. JEA reserves the right to Award more than one (1) 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 to do so.

#### **1.2.5. REQUIRED FORMS TO SUBMIT WITH PROPOSAL**

To submit a Proposal in response to this RFP, all of the following forms must be completed and submitted as part of the Proposal. The Proposer must obtain the required forms, other than the Minimum Qualification Form and Proposal Form, by downloading them from JEA.com. If the Proposer fails to complete or fails to submit one or more of the following forms, the Proposal shall be rejected.

The following forms are required to be submitted:

- Company's Proposal
- Minimum Qualifications Form - This form can be found in Appendix B of this Solicitation
- Proposal Form - This form can be found in Appendix B of this Solicitation
- List of Subcontractors (if applicable)
- List of JSEB Certified Firms (if applicable)

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

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

- Conflict of Interest Certificate Form - This form can be found on JEA.com
- Insurance Certificate
- W-9
- Evidence of active registration with the State of Florida Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org))
- Any technical submittals as required by the Technical Specifications

## **1.2.6. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS**

### **1.2.6.1. OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM**

It is at the Company's option as to whether it chooses to subcontract to a JSEB firm. JEA encourages the use of JSEB qualified firms; however, the Company is not required to utilize JSEB firms to be Awarded this Contract.

JSEB firms that qualify for this Contract are only those shown on the current City of Jacksonville JSEB directory appearing at [www.COJ.net](http://www.COJ.net). Certification of JSEB firms must come from the City of Jacksonville. No other agency or organization is recognized for purposes of this Contract.

In no case shall the Company make changes to the JSEB firms listed in its Proposal, revise the JSEB Scope of Work or amount of Work as stated in its Proposal without prior written notice to the JEA Contract Administrator, and without subsequent receipt of written approval for the JEA Contract Administrator.

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may either be by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Proposalders for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as Company in this Solicitation). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of Subcontractors' insurance requirements stated in this section. Company shall submit subcontractors' Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA's job sites.

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

G. Nadine Carswell  
JSEB Manager  
JEA  
21 W. Church Street, CC-6  
Jacksonville, FL 32202  
(904) 665-6257  
[carsgs@jea.com](mailto:carsgs@jea.com)

## **1.3. GENERAL INSTRUCTIONS**

### **1.3.1. COMPLETING THE PROPOSAL**

Proposers shall submit their Proposals and any enclosed documents attached to this RFP via email to Nathan Woyak at [woyanj@jea.com](mailto:woyanj@jea.com). Proposers should refer to the Special Instructions of this RFP to review specific items which may be required with the submittal of the Proposal. The Proposer, or its authorized agent or officer of the firm, shall sign the Proposal. Failure to sign the Proposal may disqualify the Proposal. JEA-approved erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten signature of each person executing the Proposal. Failure to authenticate changes may disqualify the Proposal. JEA may disqualify any Proposals that deviate from the requirements of this RFP, and those that include unapproved exceptions, amendments, or erasures.

### **1.3.2. SUBMITTING THE PROPOSAL**

The Proposer shall submit one (1) original Proposal electronic copy to Nathan Woyak via email at [woyanj@jea.com](mailto:woyanj@jea.com). **IF PROPOSER IS INTERESTED IN SUBMITTING A RESPONSE TO THIS RFP, PLEASE EMAIL [woyanj@jea.com](mailto:woyanj@jea.com) TO RECEIVE THE PROPOSAL FORM IN A WORD**

**FORMAT. REQUESTS MUST BE MADE NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE PROPOSAL OPENING.**

**1.3.3. ADDENDA**

JEA may issue Addenda prior to the Proposal opening date to revise, in whole or in part, or clarify the intent or requirements of the Solicitation. The Proposer shall be responsible for ensuring it has received all Addenda prior to submitting its Proposal and shall acknowledge receipt of all Addenda by indicating where requested on the Proposal Form. JEA will post all Addenda when issued online at jea.com. The Proposer must obtain Addenda from the JEA website. All Addenda will become part of the Solicitation and any resulting Contract Documents. It is the responsibility of each Proposer to ensure it has received and incorporated all Addenda into its Proposal. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Proposal.

**1.3.4. CONFLICT OF INTEREST**

A person or company who receives a Contract which was not procured pursuant to public bidding procedures to perform a feasibility study, or who participated in the drafting of an invitation to bid or request for proposals, or who developed a program for future implementation shall not be eligible to contract with JEA for any other contracts dealing with that specific subject matter.

Should JEA erroneously Award a Contract in violation of this policy, JEA may terminate the Contract at any time with no liability to Proposer, and Proposer shall be liable to JEA for all damages, including but not limited to the costs to rebid the Work. The purpose of this policy is to encourage bidding and eliminate any actual or perceived advantage that one Proposer may have over another.

**1.3.5. SUBCONTRACTORS**

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

If the Company plans to use Subcontractors or subsupplier/shop fabricators to perform over fifty percent (50%) of the Work, the Company shall obtain JEA's approval at least five (5) days prior to the Proposal Due Date. Failure to obtain JEA approval will disqualify the Company and result in rejection of Company's Proposal.

**1.3.6. CONTRACT EXECUTION AND START OF WORK**

Within thirty (30) days from the date of Award, JEA will present the successful Proposer with the Contract Documents. Unless expressly waived by JEA, the successful Proposer shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from JEA. If the Proposer 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 Proposer, retain the bid security or bond (if applicable), and Award to the next-ranked company.

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 Proposal and authorization for the company to proceed with the Work, unless otherwise stated in the Contract or PO.

### **1.3.7. DEFINED TERMS**

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

### **1.3.8. EX PARTE COMMUNICATION**

Ex Parte Communication is strictly prohibited. Ex Parte Communication is defined as any inappropriate communication concerning a Solicitation between a firm submitting a Proposal and a JEA representative during the time in which the Solicitation is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of Solicitation in which a Proposer becomes privy to information not available to the other Proposers. Social contact between Proposers and JEA representatives should be kept to an absolute minimum during the solicitation process.

Failure to adhere to this policy will disqualify the noncompliant Company's Proposal. Any questions or clarifications concerning a Solicitation must be sent in writing via email to the JEA Buyer at least five (5) business days prior to the opening date. If determined by JEA, that a question should be answered or an issue clarified, JEA will issue an addendum to all Proposers.

For more information on Ex Parte communications, see JEA Procurement Code, Article 1-110, which is available at [www.jea.com](http://www.jea.com).

### **1.3.9. JEA PUBLICATIONS**

Applicable JEA publications are available at [jea.com](http://jea.com).

### **1.3.10. SUNSHINE LAW**

#### **General**

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provide 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 Solicitation are public records and available for public inspection unless specifically exempt by law.

#### **Redacted Submissions**

If a Proposer believes that any portion of the documents, data or records submitted in response to this Solicitation are exempt from Florida's Public Records Law, Bidder/Proposer 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 Proposer's name, and shall be clearly titled "Redacted Copy." Proposer should only redact those portions of records that Proposer claims are specifically exempt from disclosure under Florida's Public Records Laws. If Proposer 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 Proposer that such an assertion has been made. It is Proposer'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 Proposer's redacted information under legal process, JEA shall give Proposer prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.)

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

#### **1.3.11. PROHIBITION AGAINST CONTINGENT FEES**

The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Company, or an independent sales representative under contract to the Company, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, individual or Company, other than a bona fide employee working solely for the Company, or an independent sale representative under contract to the Company, 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.

#### **1.3.12. RESERVATIONS OF RIGHTS TO JEA**

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

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

JEA reserves the right to reject any or all Proposals, or any part thereof, and/or to waive informalities if such action is in its best interest. JEA may reject any Proposals that it deems incomplete, obscure or irregular including, but not limited to, Proposals that omit a price on any one or more items for which prices are required, Proposals that omit Unit Prices if Unit Prices are required, Proposals for which JEA determines that the Proposal is unbalanced, Proposals that offer equal items when the option to do so has not been stated, Proposals that fail to include a Bid Bond, where one is required, and Proposals 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 Solicitation at its discretion.

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

#### **1.3.13. ETHICS (RFP)**

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

The Proposer shall submit only one (1) Proposal in response to this RFP. If JEA has reasonable cause to believe the Proposer has submitted more than one (1) Proposal for the same Work, other than as a Subcontractor or subsupplier, JEA shall disqualify the Proposal and may pursue debarment actions.

The Company shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Proposal by completing and submitting the Conflict of Interest Certificate Form found at [jea.com](http://jea.com). Failure to fully complete and submit the Conflict of Interest Certificate will disqualify the Proposal. If JEA has reason to believe that collusion exists among the Companies, JEA will reject any and all Proposals from the suspected Company and will proceed to debar Company from future JEA Awards in accordance with the JEA Purchasing Code.

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

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

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

#### **1.3.14. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

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

#### **1.3.15. AVAILABILITY OF PROPOSALS AFTER OPENING**

In accordance with the Florida Public Records Law, Florida Statute, Chapter 119, copies of all proposals are available for public inspection thirty (30) days after the opening of Proposals or on the date of Award announcement, whichever is earlier. Proposers may review opened Proposals once they are available for public inspection by contacting the designated Buyer or JEA's Public Records custodian whose contact information can be found at [jea.com](http://jea.com). JEA will post a summary of proposal opening results at [www.jea.com](http://www.jea.com).

#### **1.3.16. PROTEST OF RFP AND AWARD PROCESS**

Companies shall file any protests regarding this RFP in writing and in accordance with the JEA Procurement Code, as amended from time to time. The JEA Procurement Code is available online at [jea.com](http://jea.com).

#### **1.3.17. SHIPPING, FREIGHT, AND TRAVEL--F.O.B. DESTINATION**

The Proposer shall include the price for travel, shipment of materials and equipment in its pricing shown on the Bid Form or Bid Workbook unless otherwise stated herein. The shipment of all materials shall be F.O.B. Destination.

If the Solicitation allows for travel expenses to be billed separately, then all Proposer's travel expenses will be reimbursed in accordance with JEA's Contractor Travel Policy.

### **1.3.18. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY**

By signing and submitting a proposal, the Proposer certifies and represents as follows:

- A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of Solicitation prior to submitting its Proposal. Where the Proposer visits sites, no Work or other disturbance is to be performed while at the site without written permission by JEA in advance of the site visit. The Proposer shall comply with all safety requirements described in the Proposal and shall be prepared to show proof of a minimum of \$1 million of general liability insurance or the amount specified in this Solicitation (whichever is greater).
- B. That every aspect of the Proposal and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.
- C. That the individual signing the Proposal is a duly authorized agent or officer of the firm. Proposals submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Proposal, satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Proposal is submitted by a partnership, the Proposal must be signed by a partner whose title must under the signature. If an individual other than a partner signs the Proposal, satisfactory evidence of authority to sign must be submitted upon request by JEA.
- D. The corporation or partnership must be in active status at the Florida Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)) prior to Award.
- E. That the firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, contractor's license and occupational licenses necessary to perform the Work. The Proposer also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Proposer shall immediately notify JEA of status change.
- F. That it has read, understands and will comply with these instructions and the Section titled Ethics.

## **2. CONTRACT TERMS AND CONDITIONS**

### **2.1. CONTRACT DOCUMENT AND TERMS AND CONDITIONS**

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



## **2.2. DEFINITIONS**

### **2.2.1. DEFINITIONS**

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

### **2.2.2. ACCEPTANCE**

JEA's written notice by the Contract Administrator to the Company that all Work, or all Work as specified for a Deliverable, has been completed to JEA's satisfaction. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

### **2.2.3. ADDENDUM/ADDENDA**

A 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. AWARD**

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

### **2.2.5. CHANGE ORDER**

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

### **2.2.6. COMPANY**

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

### **2.2.7. COMPANY REPRESENTATIVE**

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

### **2.2.8. 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.

#### **2.2.9. CONTRACT**

An agreement between JEA and the Company, signed by both parties, which incorporates all the Contract Documents. The Contract shall not be altered without an Amendment to the Contract and executed by JEA and the Company, or a JEA issued Change Order.

#### **2.2.10. CONTRACT ADMINISTRATOR**

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

#### **2.2.11. CONTRACT DOCUMENTS**

Contract Documents, also referred to as the "Contract" means the executed Contract, all Solicitation documents and Bid Documents as further described in the Section of the Solicitation titled "Contract Documents", and any written Change Orders, amendments or Purchase Orders executed by JEA, and insurance and/or bonds as required by the Contract.

#### **2.2.12. CONTRACT PRICE**

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

#### **2.2.13. CONTRACT TIME**

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

#### **2.2.14. 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.

#### **2.2.15. DELIVERABLE**

All documents, work product and other materials that Company is required to, or otherwise does, deliver to JEA under the Contract in connection with the Work.

#### **2.2.16. DOCUMENTATION**

All manuals, instructions, specifications and other documents and materials, in any medium, that describe the functionality, components, features or requirements of the Work, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

#### **2.2.17. FINAL COMPLETION**

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

#### **2.2.18. 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.

#### **2.2.19. INVOICE**

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

#### **2.2.19.1. INTELLECTUAL PROPERTY**

Any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

#### **2.2.20. JEA**

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

#### **2.2.21. JEA REPRESENTATIVES**

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

#### **2.2.22. MILESTONE**

An event or task described in the Technical Specifications found in Appendix A for which there is a corresponding date by which it must be completed.

#### **2.2.23. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER**

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

#### **2.2.24. PERFORMANCE - TOP PERFORMANCE/PERFORMER**

The Company averages 4.0 or more across all scorecard evaluation metrics and does not receive a score of less than 4.0 on any one metric.

#### **2.2.25. PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER**

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

#### **2.2.26. PROPOSAL**

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

#### **2.2.27. PROPOSER**

The respondent to this RFP.

#### **2.2.28. PURCHASE ORDER (PO)**

A Work authorization document issued by the JEA Procurement Department with the words "Purchase Order" clearly marked across the top, a PO number used for reference shown on the front of the document, a description of

the Work or a listing of the applicable Contract Documents, an authorized JEA 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. REQUEST FOR PROPOSALS**

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

#### **2.2.30. SOLICITATION**

The documents (which may be electronic) issued by JEA's Procurement Department to solicit Proposals from Proposers that includes, but is not limited to, the Bid Documents, Bid Form, Bid Workbook, Proposal Forms, samples of documents, and associated Addenda.

#### **2.2.31. SUBCONTRACTOR**

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

#### **2.2.32. TERM**

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

#### **2.2.33. UNIT PRICES**

The Proposer's charges, rounded to the nearest cent, to JEA for the performance of each respective unit of Work or Services as defined on the Proposal form for all items required for successfully performing the Work or Services through Acceptance by JEA.

#### **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.

### **2.3. CONTRACT DOCUMENTS**

#### **2.3.1. ORDER OF PRECEDENCE**

The Contract shall consist of JEA's Contract and/or Purchase Order together with the Solicitation including, but not limited to, the Company's Proposal, 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 JEA in writing of any conflict, error or discrepancy in the Contract Documents upon discovery. Should the Company proceed with the Work prior to written resolution of the error or conflict by JEA, all Work performed is at the sole risk of the Company. JEA will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- Executed Change Orders / Amendments
- Executed Contract Document

- Purchase Order
- Addenda to JEA Solicitation
- Drawings associated with JEA Solicitation
- Exhibits and Attachments to JEA Solicitation
- Technical Specifications associated to JEA Solicitation
- JEA Solicitation
- Company's Proposal
- References

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

**2.4. PRICE AND PAYMENTS**

**2.4.1. PAYMENTS**

**2.4.1.1. PAYMENT METHOD - PROGRESS PAYMENTS**

Upon Company's completion, and JEA's Acceptance, of each Deliverable specified in Appendix A, Technical Specifications, the Company shall submit an Invoice to JEA.

The Deliverable payments that are associated with the Work are as follows:

Type of Work	Deliverable Payments
CONSULTING DELIVERABLE 1 (as shown in Appendix A Technical Specifications)	20%
CONSULTING DELIVERABLE 2 (as shown in Appendix A Technical Specifications)	20%
CONSULTING DELIVERABLE 3 (as shown in Appendix A Technical Specifications)	20%
CONSULTING DELIVERABLE 4 AND CONTINUOUS TESTING REQUIRMENTS (as shown in Appendix A Technical Specifications)	40%

**2.4.2. DISCOUNT PRICING**

JEA offers any or all of the following option 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
- 3% 5, net 30

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

#### **2.4.3. INVOICING AND PAYMENT TERMS**

Within sixty (60) days from completion of each Deliverable, the Company shall submit all Invoices or Applications for Payment in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following address:

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

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.

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

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

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

#### **2.4.4. OFFSETS**

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

#### **2.4.5. JSEB - INVOICING AND PAYMENT**

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

#### **2.4.6. COST SAVINGS PLAN**

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

#### **2.4.7. TAXES**

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

#### **2.5. WARRANTIES AND REPRESENTATIONS**

##### **2.5.1. WARRANTY (PROFESSIONAL SERVICES)**

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

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

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

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

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

The Company warrants all Work for a period of one (1) year following Final Completion. If any failure to meet the foregoing warranty appears within one year after Final Completion, the Company shall again perform the Work directly affected by such failure at the Company's sole expense.

The Company further warrants that (i) the Work and all Deliverables, as delivered by Company (x) will not infringe, misappropriate or otherwise violate any Intellectual Property Rights or other rights of any third party; and (y) will comply with all applicable Laws; and (ii) when delivered, the Work and all Deliverables will not contain: (x) any virus, Trojan horse, worm, backdoor, malware or other software the effect of which is to permit unauthorized access or to disable, erase, corrupt or otherwise harm any computer, systems or software, or (y) any time bomb, drop dead device or other software designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive JEA of its lawful right to use the Work and Deliverable.

#### **2.6. INSURANCE, INDEMNITY AND RISK OF LOSS**

##### **2.6.1. INSURANCE**

###### **INSURANCE REQUIREMENTS**

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

###### Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

Commercial General Liability

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

Automobile Liability

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

Excess or Umbrella Liability

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

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

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

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

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

**2.6.2. INDEMNIFICATION**

**2.6.2.1. INDEMNIFICATION (JEA STANDARD)**

For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless and indemnify JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct



of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract.

### **2.6.3. RISKS AND PROPERTY**

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

## **2.7. DELIVERY, TESTING AND ACCEPTANCE**

### **2.7.1. DELIVERY**

Upon completion of each Deliverable, Company shall deliver to JEA the Deliverable in accordance with all delivery criteria set forth in the Technical Specifications and shall deliver all software in both object code and fully annotated source code and shall deliver each Deliverable with complete documentation therefor.

### **2.7.2. ACCEPTANCE OF WORK - RECEIPT, INSPECTION, USAGE AND TESTING**

The Contract Administrator will make the determination when Work is completed and there is Acceptance by JEA. Acceptance will be made by JEA only in writing, and after adequate time to ensure Work is performed in accordance with Contract Documents. JEA will reject any items delivered by Company that are not in accordance with the Contract, and shall not be deemed to have accepted any items until JEA has had reasonable time to test them following delivery or, if later, within a reasonable time after any latent defect in the items has become apparent. JEA may partially accept the Work items. If JEA elects to accept nonconforming items, it may in addition to other remedies, be entitled to deduct a reasonable amount from the price as compensation for the nonconformity. Any Acceptance by JEA, even if nonconditional, shall not be deemed a waiver, or settlement or Acceptance of any Defect.

### **2.7.3. ACCEPTANCE PROCEDURE**

The following Acceptance procedure will be used for each Deliverable.

Once Company presents a Deliverable as completed to JEA, JEA will have twenty (20) business days to inspect and test such Deliverable (the "Testing Period") to ensure that it conforms to all specifications and Documentation. JEA will either (i) Accept the Deliverable; or (ii) provide written notice to Company stating how the Deliverable does not conform to the Contract Documents (the "Non-Acceptance Notice").

Upon receipt of the Non-Acceptance Notice, Company, at Company's sole cost and expense, shall as promptly as commercially reasonable and without delay, and in any case within ten (10) business days, correct the non-conformances specified in the Non-Acceptance Notice and redeliver the Deliverable to JEA.

The parties shall repeat the process set forth in the immediately preceding two paragraphs until the Deliverable has been Accepted, provided, however, if Company: (i) fails to re-deliver any Deliverable within the time period specified or (ii) fails more than once to remedy a non-conformity, JEA will have the right, at JEA's option, to: (x) treat such failure as a material breach that is incapable of cure and terminate the Contract; or (y) accept the Deliverable as nonconforming, in which case the fees will be reduced equitably to reflect the value of the

Deliverable as received relative to the value of the Deliverable had it conformed to the specifications and Documentation.

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

Notwithstanding JEA's Acceptance of any Deliverable, upon delivery of the final completed Deliverable, JEA shall have the right to perform additional tests on each previously accepted Deliverable to ensure full integration and compatibility with all elements of the Work. JEA shall perform such testing, and Company shall correct any nonconformities, in accordance with the procedures set forth in this Section, as though each such Deliverable were delivered on the date of delivery of the final Deliverable.

## **2.8. TERM AND TERMINATION**

### **2.8.1. TERM**

#### **2.8.1.1. TERM OF CONTRACT – PROJECT COMPLETION**

The Contract shall be in force through completion of all Work, Acceptance of all Deliverables, Final Completion, and final payment, including resolution of all disputes, claims, or suits, if any. Certain provisions of this Contract may extend past termination including, but not limited to, Warranty and Indemnification provisions. .

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

No termination or expiration of the Contract shall affect JEA's rights in any of the Work or any Deliverable.

#### **2.8.2. TERMINATION FOR CONVENIENCE**

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

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or has become obligated prior to receiving JEA'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 JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

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

#### **2.8.3. TERMINATION UNDER ACCEPTANCE PROCEDURE**

JEA shall have the right to terminate the Contract as provided in Section 2.7.3, Acceptance Procedure.

#### **2.8.4. TERMINATION FOR DEFAULT (IT)**

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

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

If within ten (10) days after service of such notice upon the Company, an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work, then JEA may declare Company to be in default of the Contract.

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

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

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

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

## **2.9. CONFIDENTIALITY AND PUBLIC RECORDS**

### **2.9.1. PUBLIC RECORDS LAWS**

#### **Access to Public Records**

All Documents, data and other records received by JEA 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 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. JEA 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 JEA are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), the Company must (1) clearly segregate and mark the specific sections of the document, data and 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 the documents, data, or records (the "Redacted Copy"). The Redacted Copy shall contain JEA's contract name and number, and shall be clearly titled "Redacted Copy". Proposer should only redact those portions of records that Proposer 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, JEA is authorized to produce all documents, data, and other records submitted to JEA 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, JEA will provide the Redacted Copy to the requestor. If a Requestor asserts a right to any redacted information, JEA 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 JEA becomes subject to a demand for discovery or disclosure of the redacted information under legal process, JEA 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 JEA 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 JEA 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 JEA in order to perform service;
- Provide the public with access to public records on the same terms and conditions that JEA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise prohibited 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 JEA 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 JEA in a format that is compatible with the information technology systems of JEA.

**2.9.2. PROPRIETARY INFORMATION**

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

**2.9.3. 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 JEA.

**2.10. INTELLECTUAL PROPERTY AND OWNERSHIP OF WORK**

**2.10.1. INTELLECTUAL PROPERTY (IT)**

JEA shall be the sole and exclusive owner of all right, title and interest to all Deliverables and all Work, including all Intellectual Property Rights therein.

In furtherance of the foregoing, Company shall, and shall cause all Subcontractors to, create all Deliverables and all Work as work "made for hire" under the United States Copyright laws. To the extent that the Work, any Deliverable, or any part thereof does not qualify for work made for hire: (i) Company shall, and hereby does, immediately on its creation, assign, transfer and otherwise convey to JEA irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to such Work and Deliverables, including all Intellectual Property Rights therein, and (ii) Company shall, and hereby does, irrevocably waive, and shall cause all of Company's personnel to irrevocably waive in signed written instruments acceptable to JEA any and all claims such Company personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Work or any Deliverable. Company shall cause each Subcontractor that Company engages to provide any services in connection with any part of the Work to take all appropriate action and execute and deliver all documents, necessary or reasonably requested by JEA to effectuate any of the foregoing provisions in this paragraph, or as otherwise as may be necessary for JEA to prosecute, register, perfect or record its rights in or to any part of the Work or any Intellectual Property right therein. Company hereby appoints JEA as Company's attorney-in-fact with full irrevocable power and authority to take any such actions and execute any such documents if Company refuses or, within a period deemed reasonable by JEA, otherwise fails to do so.

JEA shall have the absolute and exclusive right to own and use all of the products and results of the Work together with any and all copyrights, patents, trademark and service marks associated with the Work. The parties agree that the development of joint intellectual property is not contemplated in this Solicitation. The use of the products and results of the Work in any manner by JEA shall not support any claim by the Company for additional compensation.

Company shall not include in the website, and operation of the website shall not require the use of, any Third-Party Materials other than Third-Party Materials specifically approved by JEA in writing and described in Appendix A, Technical Specifications, and appropriately licensed to JEA. "Third-Party Materials" means any content and any

other materials in any form or media, including but not limited to documents, data, know-how, ideas, specifications and software code, in which any person other than JEA or Company owns any intellectual property right. All right, title and interest to any Third-Party Materials approved by JEA shall remain with the respective owners thereof, subject to any express licenses or sublicenses or sublicenses granted to JEA pursuant to or in accordance with the Contract.

Company shall not include in the website, and operation of the website shall not require the use of, any Open Source Components unless the Open Source Components have been specifically approved by JEA in writing and described in Appendix A, Technical Specifications, and Company has provided JEA with a copy of the open source license. Open Source Components means any software components that are subject to any open-source copyright license agreement, including but not limited to any GNU General Public License or GNU Library or Lesser Public License, or other license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative (“Open Source Components”). All right, title and interest in and to any Open Source Components approved by JEA shall remain with the respective owners thereof, subject to JEA’s rights under the applicable license for the Open Source Component.

JEA and its licensors are, and will remain, the sole and exclusive owners of all right, title and interest in and to all content and all other information in any form or media, including but not limited to documents, data, know-how, ideas, specifications, software code and other materials provided to Company by or on behalf of JEA hereunder, whether or not the same: (a) are owned by JEA, a third party or in the public domain; or (b) qualify for or are protected by and Intellectual Property Rights (collectively, “JEA Materials”), including all Intellectual Property Rights therein. Company has no right or license to use any JEA Materials except solely during the Term to the extent necessary to provide the Work to JEA. All other rights in and to the JEA Materials are expressly reserved by JEA and its licensors.

Company hereby grants to JEA such rights and licenses with respect to any content and any other information in any form or media, including documents, data, know-how, ideas, specifications and software code, in which Company owns all Intellectual Property rights and that (a) were developed or otherwise acquired by Company prior to the date this Solicitation was first advertised and (b) are identified as pre-existing materials in Company’s Response to this Solicitation (“Pre-existing Materials”) that will allow JEA to use and otherwise exploit the Pre-existing Materials without incurring any fees or costs to Developer or any other person in respect of the Pre-existing Materials, including all such modifications, improvements and derivative works thereof. In furtherance of, and without limiting, the foregoing, such rights and licenses shall: (i) be perpetual, worldwide, fully paid-up and royalty free; (ii) include the rights to use, reproduce, perform (publicly or otherwise), display (publicly or otherwise), modify, improve, create derivative works of, distribute, import, make, have made, sell and offer to sell the Pre-existing Materials, including all such modifications, improvements and derivative works thereof; and (iii) be freely assignable and sub-licensable.

JEA hereby grants to Company the limited, royalty-free, non-exclusive right and license to the JEA Materials solely as necessary to incorporate the JEA Materials into the Deliverables and the Work as described in the Technical Specifications. The term of such license shall commence upon JEA’s delivery of the JEA Materials to Company, and shall terminate upon JEA’s acceptance or rejection of the Deliverable(s) incorporating such JEA Materials. Subject to the foregoing license, JEA reserves all rights in the JEA Materials. JEA Materials shall be deemed JEA’s confidential information.

Company shall secure for the benefit of JEA, at Company’s sole cost and expense, all rights, licenses, consents and approvals necessary for JEA to use any and all Third-Party Materials approved by JEA in connection with the Work or any portion thereof or successor thereto, perpetually and worldwide, and to freely sublicense and assign such rights in connection with sublicensing or assigning, as the case may be, the Work or any portion thereof or successor thereto. Promptly upon execution of such license agreements, Company shall provide JEA with copies thereof.

### **2.10.2. DATA**

All data input by JEA and/or its customers shall remain the property of JEA. Upon termination of the Contract, the Company shall for no additional cost securely transfer all data and related reports and information as instructed by JEA, and after such transfer, the Company shall destroy all copies of JEA's data, including data existing on any back-up media, and the Company shall not retain any of the JEA's data in any form.

The Company will prevent employees of the Company other than employees with a need to know from gaining access to JEA's data and information. The Company will direct and take all reasonable steps to insure that any Company employee who encounters any such information during the course of performing the Company's responsibilities under the Contract Documents shall maintain the confidentiality of such information, which shall not be passed onto other Company employees or any other person.

The Company shall deploy reasonable steps and safeguards as part of a network security program in accordance with accepted industry practices to prevent unlawful hacking to gain surreptitious access into JEA's customer data. The Company shall promptly notify JEA of any concerns or issues regarding the security of JEA's data, provided, however, that any such notification by the Company shall not affect Company's obligations to secure JEA's data as provided under the Contract Documents.

The Company shall notify JEA within 6 hours if it learns that JEA's data accessed by the Company has been, or may have been, the subject of a security breach of any kind which may compromise JEA's data. In the event of any such breach, the Company shall (1) investigate the incident and provide a report to JEA within twenty-four (24) hours (2) remediate the Incident in accordance with a plan approved by JEA; (3) conduct a forensic investigation to determine a cause and what data/systems are implicated; (4) provide daily updates of its investigation to JEA and permit JEA reasonable access to the investigation; (5) cooperate with JEA in determining whether and how notices, if any, will be provided to JEA's customers, with JEA (and not the Company) making the final decision on whether notices will be sent and the content of any such notices.

### **2.10.3. BACKGROUND CHECKS AND OTHER INFORMATION SECURITY POLICIES**

The Company, at its expense, shall conduct appropriate background checks and screen each individual who will provide services to JEA as a part of the Work or who will have access to JEA's computer systems, either through on-site or remote access. The minimum background screening process shall include, but not be limited to, the following checks:

1. Social Security Number (SSN) Trace;
2. Criminal Records (County and State Criminal Felony and Misdemeanor, National Criminal Database, Federal Criminal);
3. Background checks undertaken by JEA for its own employees who have duties similar to the duties of the Company's employee(s); and
4. Background checks which may be required pursuant to applicable background screening policies adopted by JEA from time to time.

The background screening must be conducted prior to the employee providing any services or performing any work for JEA. JEA has the right to require more regular background checks and has the right to require that the Company provide background check results to JEA. JEA shall have the right to audit the Company's background check process to ensure compliance with JEA standards. If, at any time, the Company discovers that an individual

providing services to JEA as a part of the Work has a criminal record that includes a felony or misdemeanor, the Company shall immediately inform JEA and JEA will assess the circumstances surrounding the conviction, time frame, nature, gravity and relevancy of the conviction to the job duties. JEA, in its sole discretion, shall determine whether the individual will be placed on, or terminated from, a JEA assignment. Additionally, all individuals providing services to JEA shall have the responsibility to self-disclose any misdemeanor or felony conviction that occurs while assigned to JEA within three (3) business days of the conviction. If the Company learns of any such conviction, the Company shall notify JEA immediately. The Company shall comply with all applicable laws and regulations governing the conduct of background checks, including but not limited to the Fair Credit Reporting Act (FCRA). Failure of the Company to comply with the terms of this paragraph may result in immediate termination of its contract with JEA.

## **2.11. LABOR**

### **2.11.1. NONDISCRIMINATION**

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

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

- The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
- The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
- The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

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

### **2.11.2. JEA CRITICAL INFRASTRUCTURE PROTECTION (CIP)**

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](mailto: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 Company should bear the cost of replacement security badge. Report badge termination notifications to JEA Security at (904) 665-8200.

The language in the above paragraphs shall also apply to Company's Subcontractors, and shall be included in Company's contracts with its Subcontractors for Work or Services to be performed at JEA or SJRPP Facilities

JEA reserves the right to modify these terms if the applicable regulations change or additional regulations become applicable. JEA will provide sufficient notice in advance for Company to adapt the updated regulations

### **2.11.3. 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](mailto: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.

### **2.11.4. LEGAL WORKFORCE**

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

### **2.11.5. 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 proposals; 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 years from cessation from JEA employment.

### **2.11.6. 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 Contract.

#### **2.11.7. PERSONNEL AND CHANGES IN COMPANY'S PROFESSIONAL PERSONNEL**

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

Prior to any Company personnel, or the personnel of any Subcontractor, performing any Work, Company shall require such personnel to execute written agreements in form and substance acceptable to JEA that bind such Company personnel to confidentiality provisions that are at least as protective of JEA's information as those contained in this Solicitation and Intellectual Property ownership provisions that grant JEA ownership rights in the website, all deliverables and all other documents, work product and materials related thereto that Company is required to or otherwise does create or provide to JEA in connection with the Work hereunder. Upon JEA's request, Company shall provide JEA with a copy of the executed original of each such agreement.

#### **2.11.8. COMPANY'S LABOR RELATIONS**

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

### **2.12. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT**

#### **2.12.1. COMPANY REPRESENTATIVES**

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

#### **2.12.2. COMPANY REVIEW OF PROJECT REQUIREMENTS**

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

#### **2.12.3. LICENSES**

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

#### **2.12.4. INFRINGEMENT**

Company shall hold harmless and indemnify JEA from and against losses, including any claims, arising out of or in connection with the infringement of patents, copyrighted or uncopyrighted works, secret processes, trade secrets,

articles or appliances, or allegations thereof, arising out of or related to the Work, any Deliverables under the Contract or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by Company.

Remedy - If in any suit or proceeding a court adjudicates that the Services and/or Deliverables (or any part thereof) constitute an infringement or in the event JEA is enjoined from using the Work or any Deliverable (or any part thereof), Company shall, at its sole cost and expense:

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

#### **2.12.5. SAFETY AND PROTECTION PRECAUTIONS**

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies including any orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that a violation of any provision of this clause is grounds for a Termination for Default, with no requirement to provide Company with a notice to cure. Additionally, the Company shall be responsible for all JEA damages associated with such termination.

#### **2.12.6. COMPANY'S KNOWLEDGE OF THE WORK**

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

#### **2.12.7. COMPATIBILITY OF PRODUCTS**

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

#### **2.12.8. COMPLETION OF WORK (PO)**

The Company shall begin Work within ten (10) days after the date of written Purchase Order from JEA to begin Work, and shall complete the Work by the dates, Milestones and schedules set forth in the Contract Documents. The Company further understands and agrees that time is of essence and timely performance of the Work in accordance with such dates, Milestones and schedules is strictly required.

JEA will be responsible for using commercially reasonable efforts on a timely basis to (i) provide Company with JEA materials and resources which may be specified in the Technical Specifications to be provided by JEA (ii) make JEA personnel available for meetings scheduled by Company with reasonable notice and (iii) provide all consents, approvals and exception notices as required under the Contract to be provided by JEA. If JEA fails to perform its obligations under the immediately preceding sentence, all subsequent due dates for Milestones may be extended by Company, by written notice to JEA, for up to a day-for-day basis for the length of JEA's delay, but no longer than necessary. Notwithstanding the foregoing, Company shall use its best efforts to meet the Milestone dates specified without any extension. JEA's failure to perform its obligations in this paragraph on a timely basis will not be deemed a breach of the Contract, and the foregoing constitutes Company's sole remedy, and JEA's sole liability for any such failure or delay.

## **2.13. VENDOR PERFORMANCE EVALUATION**

### **2.13.1. RIGHT TO AUDIT AND FINANCIAL REPORTING**

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

### **2.13.2. VENDOR PERFORMANCE EVALUATION**

#### **Use of Vendor Performance Evaluation Scorecards**

JEA may evaluate the 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. 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 Procurement 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.

## **2.14. JEA RESPONSIBILITIES**

### **2.14.1. COORDINATION OF SERVICES PROVIDED BY JEA**

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

## **2.15. CHANGES IN THE WORK, CONTRACT TIME OR PRICE**

### **2.15.1. SUSPENSION OF SERVICES**

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

## **2.16. MISCELLANEOUS PROVISIONS**

### **2.16.1. AMBIGUOUS CONTRACT PROVISIONS**

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

### **2.16.2. AMENDMENTS**

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

### **2.16.3. APPLICABLE STATE LAW; VENUE; SEVERABILITY**

The rights, obligations and remedies of the parties as specified under the Contract 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 Contract 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 Contract or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

### **2.16.4. CHANGE IN OWNERSHIP OF COMPANY**

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

### **2.16.5. CUMULATIVE REMEDIES**

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

#### **2.16.6. 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.

#### **2.16.7. 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.

#### **2.16.8. HEADINGS**

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

#### **2.16.9. INDEPENDENT CONTRACTOR**

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

#### **2.16.10. LANGUAGE AND MEASUREMENTS**

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

#### **2.16.11. MEETINGS AND PUBLIC HEARINGS**

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

#### **2.16.12. NEGOTIATED CONTRACT**

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

#### **2.16.13. NONEXCLUSIVE**

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

#### **2.16.14. NONWAIVER**

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

#### **2.16.15. REFERENCES**

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

#### **2.16.16. SEVERABILITY**

In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect. With regard to any provision in this agreement pertaining to damages, equitable or otherwise, it is the intent of the Parties that under no circumstances shall there be recovery for home office overhead. Any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

#### **2.16.17. SUBCONTRACTING OR ASSIGNING OF CONTRACT**

Company shall not subcontract, assign, delegate, or otherwise dispose of the Contract, engage any person that is not an employee of Company to perform any of the Work or deliverables to be performed under the Contract, or assign the monies to become due under the Contract without JEA's prior written consent.

JEA's approval of any assignment or subcontracting will not relieve the Company of any of its obligations under the Contract. If the Contract is assigned by Company, 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 (including its employees) to the same extent as if such acts or omissions were by the Company or its employees.

In the event the Company obtains JEA approval to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, registrations, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted. The Company is obligated to remove Subcontractors from performing Work under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract. Company shall name JEA as a third-party beneficiary under Company's agreement with each approved Subcontractor with respect to the Work, with rights to enforce each agreement.

#### **2.16.18. SURVIVAL**

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

#### **2.16.19. TIME AND DATE**

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



#### **2.16.20. TIME OF ESSENCE**

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

#### **2.16.21. USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE**

Where the City of Jacksonville's or its other independent agencies' or political subdivisions' procurement codes allows the use of JEA contracts, the Company agrees to extend any pricing and other contractual terms to such entities.

#### **2.16.22. WAIVER OF CLAIMS**

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

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

#### **2.16.23. FORCE MAJEURE**

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

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

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

#### **2.16.24. SOFTWARE IMPORT/EXPORT FEES**

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

#### **2.16.25. CHANGE IN SCOPE OF SERVICES**

From time to time, JEA may direct changes and modifications in the scope of the services, as contained in the Contract Documents, to be performed under this Contract as may be necessary to carry out the purpose of this Contract. The Company is willing and agreeable to accommodate such changes, provided it is compensated for

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

### **3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK**

#### **3.1. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK (APPENDIX A)**

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

### **4. FORMS**

#### **4.1. 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](http://www.jea.com)

## **Appendix A-Technical Specifications 83819 Responsive Design for JEA.com**

This Solicitation is for JEA obtain professional service, primarily consulting services, to change its existing website (jea.com) to a responsive design model. Responsive design is about building a web presence that efficiently scales and functions across all devices and screen sizes. Currently, JEA maintains both the primary jea.com and m.jea.com (its mobile offering). With the move to a responsive design website, JEA would decommission m.jea.com and maintain a single code base. The Company is expected to assist with the transition to a responsive website for JEA to meet the needs of its users accessing the site on a variety of devices.

The Proposer must meet the following requirements:

### **1. CONSULTING REQUIREMENTS AND DELIVERABLES**

- Manage the project *on-site* at JEA throughout the project and ensure timely progress using an *agile methodology* as explained on <https://www.scruminc.com/>. The following four (4) Consulting deliverables must be included in the lump sum pricing on Appendix B Proposal Form

#### **CONSULTING DELIVERABLE 1- Proposer Response and acceptance by JEA is due within 30 days from notice to proceed.**

- Provide guidance and design for converting our existing traditional web site to a modern responsive designed web site using an *agile methodology*. Specifically with the following tasks:
  - Develop a reference architecture for the responsive web site
  - Define the target architecture and design guidelines for building a responsive web site
  - Define implementation framework using Microsoft standards and MVC design patterns using Ektron 9.2 as the CMS for managing content
  - Define and help implement processes for designing, testing, and assuring implementation of ADA/508/W3C requirements
  - Implementation strategy and implementation plan for rolling out a responsive web site

#### **CONSULTING DELIVERABLE 2- Proposer Response and acceptance by JEA is due within 60 days from notice to proceed.**

- Provide recommendations for handling complicated elements that rely heavily on JavaScript
- The solution must afford developers with the ability to include content that is accessible to assistive technologies (e.g. screen readers)
- The solution must integrate with existing internal JEA applications using existing application interfaces (API). These include, but not limited to web service (SOAP) API, Oracle Service Bus (OSB) API calls, and direct database calls (stored procedures and selects)

#### **CONSULTING DELIVERABLE 3- Proposer Response and acceptance by JEA is due within 180 days from notice to proceed.**

- Ensure Search Engine Optimization (SEO) and Open Graph (OG) data is implemented according to industry best practices throughout site
- Ensure that pages load on an average of 2.9 seconds or less, and follow industry best practices for web site performance optimization (compression, bundling & minification, browser side caching, etc).

- In order to avoid introducing delays to the page load, the solution must integrate well with existing performance optimization provided by browsers (e.g., the solution would work well with the browser's preload scanner).
- Provide recommendations for handling complicated elements that rely heavily on JavaScript
- The solution must afford developers with the ability to include content that is accessible to assistive technologies (e.g.. screen readers)
- The solution must integrate with existing internal JEA applications using existing application interfaces (API). These include, but not limited to web service (SOAP) API, Oracle Service Bus (OSB) API calls, and direct database calls (stored procedures and selects)

**CONSULTING DELIVERABLE 4- Proposer Response and acceptance by JEA is due within 240 days from notice to proceed.**

- 100% of the JEA site has been converted at go live to the acceptance of JEA.
- Ensure stabilization continues at least sixty (60) days after go live to the acceptance of JEA.

**2. CONTINUOUS TESTING REQUIRMENTS -Proposer Response and acceptance by JEA is due 10 days before go live.**

- Provide continuous QA and automation testing throughout the project on different desktop/mobile platform combinations.
  - i.e. Desktop browsers like Chrome, Firefox, IE Versions etc.
  - i.e. Mobile devices like iPhones(all versions), top Android devices etc.

**3. COMPANY STAFFING REQUIREMENTS**

- The expectation is that the majority of the project is carried out by the existing internal JEA jea.com staff and that the Company simply provides expertise and/or additional resources as needed to ensure a timely completion of the project. However the Company shall be able provide the following personnel resources if required by JEA to supplement JEA's team on an as needed basis:
  - **Primary Project Manager/Scrum Master-** The Project Manager will be responsible for direction, management, communication, coordination of status reports, and accountability of the project in an Agile Environment and ideally also function as the Scrum Master. Previous experience managing responsive project in an Agile environment is required.
  - **Web Application Developer (lead)-** The Web Applications Developer must have experience with java, c#, MVC, and web services integration)
  - **FrontEnd Developer-** The frontend developer must have +5 years of web design experience, and an eye for clean and artful design. Must possess superior user experience skills, and be able to translate high-level requirements and wireframes into functioning prototypes. Proven previous experience and strong understanding of responsive/adaptive design. An expert command of modern web technologies, including JavaScript, JQuery, HTML5, and CSS3.
- If needed, the Proposer staff will create new tools within the Contract Management System (CMS) editor to allow JEA staff to create and manage new functionality

**Appendix B-Minimum Qualification Form  
83819 JEA.com Responsive Design**

**GENERAL**

**THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED PROPOSER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.**

**THE PROPOSER MUST COMPLETE THE BIDDER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE BIDDER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.**

**SUBMIT A COPY OF THIS FORM WITH THE PROPOSAL VIA EMAIL TO NATHAN WOYAK AT [WOYANJ@JEA.COM](mailto:WOYANJ@JEA.COM)**

**PROPOSER INFORMATION**

COMPANY NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

PRINT NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

**MINIMUM QUALIFICATIONS:**

Proposer shall have the following Minimum Qualifications to be considered eligible to submit a Proposal in response to this Solicitation. A Minimum Qualification Form which is required to be submitted with the Proposal Form is provided in Appendix B of this Solicitation. It is the responsibility of the Proposer to ensure and certify that it meets the Minimum Qualifications stated below. A Proposer not meeting all of the following criteria will have its Proposal rejected:

- Proposer must have successfully completed two (2) similar projects within the previous three (3) years as of the proposal due date stated herein.
  - A similar project is defined as development and implantation of a responsive website that is currently live in production. For the two (2) references, JEA must be able to navigate the actual website and confirm the Proposer has successfully implemented a responsive design website. JEA will also contact the references provided to ensure the Proposer was responsible for successfully completion of each project.

**Appendix B-Minimum Qualification Form  
83819 JEA.com Responsive Design**

**PROJECT REFERENCE 1**

Project Reference Company Name \_\_\_\_\_

Project Reference Contact Name \_\_\_\_\_

Project Reference Contact Phone Number \_\_\_\_\_

Project Reference Contact E-Mail Address \_\_\_\_\_

Project Reference Website \_\_\_\_\_

Project Start and End Dates \_\_\_\_\_

Project Title \_\_\_\_\_

Address of Project \_\_\_\_\_

Description of Project \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROJECT REFERENCE 2**

Project Reference Company Name \_\_\_\_\_

Project Reference Contact Name \_\_\_\_\_

Project Reference Contact Phone Number \_\_\_\_\_

Project Reference Contact E-Mail Address \_\_\_\_\_

Project Reference Website \_\_\_\_\_

Project Start and End Dates \_\_\_\_\_

Project Title \_\_\_\_\_

Address of Project \_\_\_\_\_

Description of Project \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX B  
PROPOSAL FORM  
83819 JEA.com Responsive Design**

Submit this form via email to Nathan Woyak at woyanj@jea.com

**PROPOSER INFORMATION:**

PROPOSER'S COMPANY NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL OF CONTACT: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

**1.2.3.2. QUOTATION OF RATES**

**Maximum points for this criterion: 30**

Proposer shall provide a lump sum cost to perform the Work identified in the Technical Specifications for a new solution cost for jea.com responsive design. Lump Sum cost shall be all inclusive and shall include all profit, taxes, benefits, travel, and all other overhead items.

DESCRIPITON OF SERVICES	Unit	Total Price
<b>TOTAL PRICE FOR JEA.COM RESPONSIVE DESIGN (This amount must include the all totals below)</b>	<b>LUMP SUM</b>	\$ _____

DESCRIPTION OF SERVICES: CONSULTING DELIVERABLES AND CONTINUOUS TESTING REQUIREMENTS (as shows in Appendix A Techical Specification)	Unit	Extended Cost
<b>CONSULTING DELIVERABLE 1</b>	<b>LUMP SUM</b>	\$ _____
<b>CONSULTING DELIVERABLE 2</b>	<b>LUMP SUM</b>	\$ _____
<b>CONSULTING DELIVERABLE 3</b>	<b>LUMP SUM</b>	\$ _____
<b>CONSULTING DELIVERABLE 4</b>	<b>LUMP SUM</b>	\$ _____
<b>CONTINUOUS TESTING REQUIRMENTS</b>	<b>LUMP SUM</b>	\$ _____
<b>TOTAL (This amount must be included in the total price amount above)</b>		\$ _____

The Proposer is required to submit the pricing regarding hourly rates for the job classifications listed in Appendix B Proposal Form below. JEA may or may not use these services and hours during the term of the contract. The hours given are an estimate and will be used as a baseline for bidding purposes.

<b>DESCRIPTION OF SERVICES: COMPANY STAFFING REQUIREMENTS JOB TITLES (as shown in Appendix A Technical Specifications)</b>	<b>Estimated Hours</b>	<b>Hourly Rate</b>	<b>Extended Cost</b>
<b>Project Manager/Scrum Master</b>	<b>100</b>	\$ _____	\$ _____
<b>Application Developer (lead)</b>	<b>100</b>	\$ _____	\$ _____
<b>Frontend Developer (lead)</b>	<b>100</b>	\$ _____	\$ _____
<b>TOTAL (This amount must be included in the total price amount above)</b>			\$ _____

Please note, the lump sum quoted by Proposer on the Proposal Form must be firm prices, not estimates. ANY MODIFICATIONS, EXCEPTIONS, OR OBJECTIONS CONTAINED WITHIN THE PROPOSAL FORM SHALL SUBJECT THE PROPOSAL TO DISQUALIFICATION

**1.2.3.3. FINANCIAL RESPONSIBILITY**  
**Maximum points for this criterion: 5 points**

At minimum, the Proposer shall provide the following information:

- o Years in business \_\_\_\_\_
- o Revenues of the Proposing company for:
  - 2014: \_\_\_\_\_
  - 2015: \_\_\_\_\_

**1.2.3.4. PROFESSIONAL STAFF EXPERIENCE**  
**Maximum score for this criterion is: 15 POINTS**

**Team Members**

Proposer shall provide a maximum of three (3) resumes of the professional staff to be assigned to perform the Work. The resumes provided shall identify the Primary Project Manager/Scrum Master, Application Developer Lead, and Front-end Developer Lead (collectively, the "Team Members"). Primary positions (as shown in the attached Evaluation Matrix) shall only serve one (1) role. Note, the Primary Project Manager must be from the company submitting the Proposal and not a Subcontractor. Persons whose resumes are submitted as a Team Member must actually perform the Work unless the Company receives prior approval by the JEA Project Manager to use another resource.

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. Resumes shall also identify any specialty or technical process expertise. Resumes shall be no more than two (2) pages in length, single sided, and on 8.5" by 11" sized paper. If more than two (2) pages are submitted, only the information



contained on the first two (2) pages will be evaluated by JEA. No more than three (3) resumes will be evaluated.

**1.2.3.5 PAST PERFORMANCE/COMPANY EXPERIENCE**

**Maximum points for this criterion: 20 points**

The two (2) project references provided above in Section 1.2.1, titled Minimum Qualifications For Submission, will be contacted and evaluated to determine the points assigned by JEA for this particular Selection Criteria. The information below is required:

- Project Reference Name
- Project Reference Phone Number
- Project Reference E-Mail Address
- Project Reference Website
- Project Start and End Dates
- Project Title
- Address of Project
- Brief project description (no more than 10 lines)

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

**Maximum points for this criterion: 20points**

- For the two (2) projects provided in the Section 1.2.1 above, Proposer shall explain how it managed the engagement to realize project budgetary goals, timetables and quality control objectives.
- Provide detailed information regarding Business Model and your alignment with all JEA's technical requirements listed in Appendix A Technical Specifications, to specifically meet JEA's needs.

**Comment [b1]:** Whose or what Business Model?  
Can you be more descriptive?

**1.2.3.6. OFFICE PROXIMITY TO JEA**

**Maximum score for criterion is: 5 Points.**

Provide the address of Company's office that will handle this project for JEA and its distance from JEA. JEA Headquarters located at 21 West Church St. JEA will use Google Maps to verify distance.

In order to receive points for this criterion, Company's office must be occupied and staffed with at least three (3) employees for a duration of six (6) months prior to the Proposal Due Date stated in this Solicitation. Additionally, the office shall not be used as a residential premises. If necessary, JEA will use zoning records and tax rolls to validate this criteria.

**Address of Proposers Office:** \_\_\_\_\_  
\_\_\_\_\_

In order to receive points for this criterion, Proposer's office must be occupied and staffed with at least three (3) employees for a duration of six (6) months prior to the Proposal Due Date stated in the RFP.

Check the box to confirm Proposer meets criterion     YES     NO

**1.2.3.7. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) - RFP**

**Maximum score for this criterion is: 5 POINTS**

Proposer shall indicate if it is certified as a Jacksonville Small and Emerging Business (JSEB) as defined by Jacksonville Ordinance 2004-602; Chapter 126, Part 6A and 6B.

If Proposer is not a certified JSEB, the Bidder/Proposer shall list any JSEB certified subcontractors that it intends to utilize in the performance of this Work. The listing should include names of the JSEBs, the type of service they will provide, and the percentage of work being subcontracted. Points will be awarded based on the type and amount of work that will be conducted by JSEB firms.

The points will be awarded as follows:

- Proposer is a COJ/JEA certified JSEB = 5 pts;
- Proposer is not a JSEB but will subcontract Work to JSEBs:
  - Non-JSEB with JSEB partner:
    - Greater than or equal to 5% of work = 4 pts
    - Greater than or equal to 3%, but less than 5% of work = 3 pts
    - Greater than or equal to 2%, but less than 3% of work = 2 pts
    - Greater than or equal to 1%, but less than 2% of work = 1 pt
    - Less than 1%=0 pts

**Proposer's Certification**

By submitting this Proposal, the Proposer certifies (1) that it has read and reviewed all of the documents pertaining to this RFP and agrees to abide by the terms and conditions set forth therein, (2) that the person signing below is an authorized representative of the Proposer, and (3) that the Proposer is legally authorized to do business and maintains an active status in the State of Florida. The Proposer certifies that its recent, current, and projected workload will not interfere with the Proposer 's ability to work in a professional, diligent and timely manner.

The Proposer certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds, and other credentials required by law, contract or practice to perform the Work. The Proposer also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Proposer shall immediately notify JEA of status change.

We have received addenda \_\_\_\_\_ through \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorize Officer of Proposer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Phone Number