

# AWARDS COMMITTEE AGENDA

**DATE:** Thursday, April 1, 2021

**TIME:** 10:00 A.M.

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

## Public Comments:

## Awards:

1. Approval of the minutes from the last meeting (03/25/2021).
2. **DEFERRED** - Request approval to award a contract to Andritz Separation Inc. for the Buckman WRF - Biosolids Dryer Rebuild project in the amount of \$7,580,539.00, subject to the availability of lawfully appropriated funds.
3. Request approval to award a sole source award to Landis+Gyr Technology, Inc. for the one-time purchase of 4,400 Landis+Gyr Technology, Inc. Series Three Interpreters end point units in the amount of \$352,000.00, subject to the availability of lawfully appropriated funds.
4. Request approval for a five (5) year sole source award to Energy Exemplar for software licenses and a PLEXOS Cloud Subscription/Support Agreement in the amount of \$920,000.00, subject to the availability of lawfully appropriated funds.
5. Request approval to award a contract increase to WG Yates Construction in the amount of \$4,249,000.00 and to WW Gay Mechanical Contractors in the amount of \$2,286,000.00 for general construction services for JEA, for a new total not-to-exceed amount of \$44,635,000.00, subject to the availability of lawfully approved funds.
6. Request approval to award a contract increase to Sunbelt Rentals Inc. for scaffolding services in the amount of \$3,047,000.00, for a new to exceed amount of \$7,428,190.00, subject to the availability of lawfully approved funds.

Informational Items: N/A

Open Discussion: N/A

Public Notice: N/A

General Business: N/A

**SPECIAL NOTES:** Copies of the above items are available in JEA Procurement, if needed for review. If a person decides to appeal any decision made by the Awards Committee, with respect to any matter considered at this meeting, that person will need a record of the proceedings, and, for such purpose, needs to ensure that a verbatim record of the proceedings is made, which record includes the evidence and testimony upon which the appeal is to be based. If you have

**a disability that requires reasonable accommodations to participate in the above meeting, please call 665-8625 by 8:30 a.m. the day before the meeting and we will provide reasonable assistance for you.**

## 04-01-2021 Awards Committee

<u>Award #</u>	<u>Type of Award</u>	<u>Business Unit</u>	<u>Estimated/ Budgeted Amount</u>	<u>Amount</u>	<u>Awardee</u>	<u>Term</u>	<u>Summary</u>
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 03/25/2021 meeting.
2 - Defer	Defer	Defer	Defer	Defer	Defer	Defer	Defer
3	Sole Source	Pressley	\$352,000.00	\$352,000.00	Landis+Gyr Technology, Inc.	One Time Purchase	<p><b><u>Water Meter Endpoint</u></b></p> <p>This request is for the purchase of Landis+Gyr Technology, Inc. Series 3 Interpreters endpoint units, which will support JEA's current failing water meter infrastructure, and allow for growth and maintenance of our current pre-pay water customers that require daily reads for continuation of services provided. Landis+Gyr Technology, Inc. was selected as a Sole Source manufacturer because their Series 3 devices will work in conjunction with our current meter population for ease of use, installation and the interoperability benefits JEA can realize. These modules communicate using the Gridstream protocol, as do the electric meters, reducing reliance on the USC system network that has become obsolete.</p> <p>FY21 - \$352,000.00</p> <p>Request approval to award a sole source award to Landis+Gyr Technology, Inc. for the one-time purchase of 4,400 Landis+Gyr Technology, Inc. Series Three Interpreters end point units in the amount of \$352,000.00, subject to the availability of lawfully appropriated funds.</p>
4	Sole Source	Datz	\$1,006,000.00	\$920,000.00	Energy Exemplar LLC	Five (5) Years w/ One - One (1) Yr. Renewal	<p>Energy Exemplar LLC has been selected as a sole source vendor for PLEXOS modeling software licenses and a PLEXOS Cloud Subscription agreement due to a number of reasons including market strength, product capability, ability to meet JEA's requirements, and the additional reasons explained below. Per JEA's procurement code there is only one justifiable source for the required Supplies or Services. The sole source form and EULA agreement, pricing comparison, and full executive business case are attached as backup. Note this request has already been reviewed and approved by JEA EngOps Steering Committee and JEA Information Security.</p>

## 04-01-2021 Awards Committee

							<p>This request is for a five (5) year Award for PLEXOS modeling software licenses and a PLEXOS Cloud Subscription/support for \$920,000.00. The annual cost is \$184,000 per year which includes five (5) named user licenses for \$160,000.00 and \$24,000.00 for cloud workspace subscription fee/support for five (5) users.</p> <p>Request approval for a five (5) year sole source award to Energy Exemplar for software licenses and a PLEXOS Cloud Subscription and Support Services in the amount of \$920,000.00, subject to the availability of lawfully appropriated funds.</p>
5	Contract Increase	Erixton	\$6,535,000.00	\$4,294,000.00 \$0.00 \$2,286,000.00	<p>W.G. Yates &amp; Sons Construction Co.</p> <p>Williams Industrial Services LLC</p> <p>WW Gay Mechanical Contractors Inc.</p>	<p>Five (5) Years, One (1) – 1 Yr. Renewal</p>	<p><b>General Construction Services - Electric Plants</b></p> <p>Industrial contractors to support utility operations by providing maintenance, and construction projects.</p> <p>FY21 - \$ 820,000.00 FY22 - \$5,715,000.00</p> <p>Should additional work be developed during the contract term or should JEA elect to renew the contracts additional funding may be required. Additional increases will be processed as necessary.</p> <p>Request approval to award a contract increase to WG Yates Construction in the amount of \$4,249,000.00 and to WW Gay Mechanical Contractors in the amount of \$2,286,000.00 for general construction services for JEA, for a new total not-to-exceed amount of \$44,635,000.00, subject to the availability of lawfully approved funds.</p>
6	Contract Increase	Erixton	\$3,047,000.00	\$3,047,000.00	<p>Sunbelt Rentals Inc</p>	<p>Five (5) Years, One (1) – 1 Yr. Renewal</p>	<p><b>Scaffolding Services</b></p> <p>Contractor to provide scaffolding services for JEA's Power Generating facilities</p> <p>FY21 - \$1,102,000.00 FY22 - \$1,235,000.00 FY23 - \$ 710,000.00</p> <p>Should additional work be developed during the contract term or should JEA elect to renew the contracts additional funding may be required. Additional increases will be processed as necessary.</p>

## 04-01-2021 Awards Committee

							076-18 - Request approval to award a contract increase in the amount of \$3,047,000.00 to Sunbelt Rentals Inc. for scaffolding services in the amount of \$7,428,190.00, subject to the availability of lawfully approved funds.
<b>Total Award</b>				\$10,899,000.00			

## **JEA AWARDS COMMITTEE MARCH 25, 2021 MEETING MINUTES**

The JEA procurement Awards Committee met on March 25, 2021, in person with a WebEx option

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

Members in attendance were Jenny McCollum as Chairperson, Laure Whitmer as Budget Representative, David Migut as Office of General Counsel Representative; with Laura Dutton, Joe Orfano, Stephen Datz, Ricky Erixton, and Hai Vu as voting Committee Members.

Chair McCollum called the meeting to order at 10:00 a.m., introduced the Awards Committee Members, and confirmed that there was a quorum of the Committee membership present.

Public Comments:

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

Awards:

1. Approval of the minutes from the last meeting (03/11/2021). Chair McCollum verbally presented the Committee Members the proposed March 11, 2021 minutes contained in the committee packet.

**MOTION:** Stephen Datz made a motion to approve the March 11, 2021 minutes (Award Item 1). The motion was seconded by Laura Dutton and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2-12:

2. Request approval to award a contract amendment to American Construction Enterprises for Restoration of Disturbed Sod (South/East) in the amount \$473,195.30, for a new not to exceed amount of \$1,768,070.30, subject to the availability of lawfully appropriated funds.

**MOTION:** Joe Orfano made a motion to approve Award Item 2 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

3. Request approval to award a contract increase to Jacobs Engineering Group Inc. for additional Water/Wastewater Capital Program Management in the amount of \$7,048,749.00, for a new not-to-exceed amount of \$29,166,362.00, subject to the availability of lawfully appropriated funds.

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

4. Request approval to award a contract to Sun Professional Supply LLC for proprietary formula for Wet-Well Degreaser for the Wastewater Treatment Facilities in the amount of \$535,000.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Hai Vu made a motion to approve Award Item 4 as presented in the committee packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

5. 002-21 - Request approval to rescind the solicitation for JEA Forklift Procurement Acquisition, and reject all proposals received.

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

6. 1410225646 - Request approval to award a contract to Western Union for the Walk-In Payments in the amount of \$1,217,250.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Laura Dutton made a motion to approve Award Item 6 as presented in the committee packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

7. Request approval to award a (4) year contract to Presidio Networked Solutions LLC for Cisco Support Flex Agreements for JEA's Contact Center, Voice Business Phone System, and Webex Meetings in the amount of \$1,332,216.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Hai Vu made a motion to approve Award Item 7 as presented in the committee packet. The motion was seconded by Ricky Erixton and approved unanimously by the Awards Committee (5-0).

8. 012-21 - Request approval to award contract to Bhide & Hall Architects, P.A. for Blacks Ford Water Reclamation Facility Warehouse and Site Improvement Design Services in the amount of \$145,000.00, subject to lawfully appropriated funds.

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

9. 060-21 – Request approval to award a contract to Auld & White Constructors, LLC for the Progressive Design-Build Services for the JEA Utility Training Center (JUTC) Renovation Project in the amount of \$164,300.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Joe Orfano made a motion to approve Award Item 9 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

10. 061-20 – Request approval to award a contract to Auld & White Constructors, LLC for the Progressive Design-Build Services for the Southside Services Center (SSSC) Renovation Project in the amount of \$185,300.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Laura Dutton made a motion to approve Award Item 10 as presented in the committee packet. The motion was seconded by Ricky Erixton and approved unanimously by the Awards Committee (5-0).

11. Request approval to award a one year contract renewal to Grainger, World Electric Supply, and Jo Kell, Inc, and contract increases to World Electric Supply in the amount of \$634,000.00, and Jo Kell, Inc. in the amount of \$847,000.00 to provide Maintenance, Repair and Overhaul (MRO) materials for a total

amount of \$1,481,000.00, and new not to exceed amount for all three contracts of \$9,581,000.00, subject to availability of lawfully appropriated funds.

**MOTION:** Stephen Datz made a motion to approve Award Item 11 as amended. The motion was seconded by Ricky Erixton and approved unanimously by the Awards Committee (5-0).

12. Request approval to award a contract increase to Wharton-Smith, Inc. for the purchase of equipment and installation of the UV disinfection system replacement part of the Buckman Biosolids Conversion Projects in the amount of \$17,800,520.00, for a new not-to-exceed amount of \$32,596,937.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Hai Vu made a motion to approve Award Item 12 as presented in the committee packet. The motion was seconded by Ricky Erixton and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

Award 4 and Award 11 contain ratifications.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair McCollum adjourned the meeting at 11:02 a.m.

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





## Formal Bid and Award System

Award #3 April 1, 2021

**Type of Award Request:** SOLE SOURCE  
**Requestor Name:** Cottrell, Brandon - Program Manager Customer Field & Meter Services  
**Requestor Phone:** 904-665-8756  
**Project Title:** Water Meter Endpoint  
**Project Number:** 8006577  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$352,000.00

### Scope of Work:

This request is for the purchase of Landis+Gyr Technology, Inc. Series 3 Interpreters endpoint units, which will support JEA's current failing water meter infrastructure, and allow for growth and maintenance of our current pre-pay water customers that require daily reads for continuation of services provided. Landis+Gyr Technology, Inc. was selected as a Sole Source manufacturer because their Series 3 devices will work in conjunction with our current meter population for ease of use, installation and the interoperability benefits JEA can realize. These modules communicate using the Gridstream protocol, as do the electric meters, reducing reliance on the USC system network that has become obsolete.

**JEA IFB/RFP/State/City/GSA#:** N/A  
**Purchasing Agent:** Roddy, Colin  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
LANDIS+GYR TECHNOLOGY, INC.	Jeffrey Smith	jeffrey.smith@landisgyr.com	30000 Mill Creek Ave Suite 100, Alpharetta, GA 30022	770-298-3576	\$352,000.00

**Amount for entire term of Contract/PO:** \$352,000.00  
**Award Amount for remainder of this FY:** \$352,000.00  
**Length of Contract/PO Term:** One-Time Purchase  
**Begin Date (mm/dd/yyyy):** 04/05/2021  
**End Date (mm/dd/yyyy):** One-Time Purchase  
**JSEB Requirement:** N/A – Sole Source

### Background/Recommendations:

The Landis+Gyr Technology, Inc. advanced water-metering solution will enable the integration of water metering into the RF-Mesh, Advanced Metering Infrastructure (AMI) network. The Interpreter modules will enable current processes, such as daily reads, to continue with the network. These units will serve as a stopgap measure as JEA positions itself for a long-term solution. The quantity selected represents the manufacturers stated availability coupled with JEA's need to reduce reliance on manual (once per month) reads.

This proposed water solution will offer two-way communication capabilities over the Gridstream RF Network, the same network utilized for JEA’s current Electric Meter network. The potential benefits of implementing this two-way communication for the water meter network will allow JEA to have the ability to request reads for last-time meter reads or service request, provide for easy module firmware upgrades and will provide network connectivity confirmations assuring the meters are communicating as required.

For every deployment of about 2,000 modules, the need for one (1) manual meter reader is eliminated through automation, reducing the truck rolls for physical in person reads by JEA meter reading department, as well as associated misreads and customer billing complaints. These modules will also provide daily reads to support pre-pay billing options to our customers. The one-time purchase of the Series 3 devices will work in conjunction with our current meter population for ease of use and installation.

The cost details of the award request are seen below:

Description	Unit Cost	Total Award
Purchase of 4,400 Landis+Gyr Technology, Inc. Series Three Interpreters	\$80.00	\$352,000.00


Request approval to award a sole source award to Landis+Gyr Technology, Inc. for the one-time purchase of 4,400 Landis+Gyr Technology, Inc. Series Three Interpreters end point units in the amount of \$352,000.00, subject to the availability of lawfully appropriated funds.

**Manager:** Brandon Cottrell - Program Manager Customer Field & Meter Services

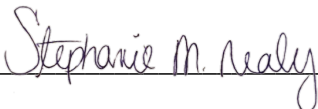
**Director:** Thomas Wiertsema. - Director Customer Field & Meter Services

**Chief/VP:** Pressley, Sheila E. - Chief Customer Officer

**APPROVALS:**

 04/01/2021

**Chairman, Awards Committee** **Date**

 04/01/2021

**Budget Representative** **Date**

# Certification of Sole Source

## JEA Procurement Code Section 3-111 Sole Source Procurements

(1) *Conditions for Use.* A Contract may be awarded for Supplies or Services as a Sole Source when, pursuant to the Operational Procedures, the Chief Procurement Officer or Designee determines that:

- (a) there is only one justifiable source for the required Supplies or Services; or
- (b) a service is a follow-up of Services that may only be done efficiently and effectively by the Company that rendered the initial Services to JEA, provided the initial procurement was competitive.

### Name of Contractor or Supplier

LANDIS & GYR

### Description of Services or Supplies

Purchase 4400 of LANDIS & GYR Series 3 Interpreters for use on JEA 3/4" water meters

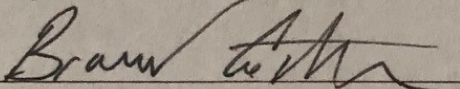
### Certification

I the undersigned certify that:

there is only one justifiable source for the required supplies or services; or

this service is a follow-up of services that may only be done efficiently and effectively by the Company that rendered the initial services to JEA and the initial services were competitively procured by JEA.

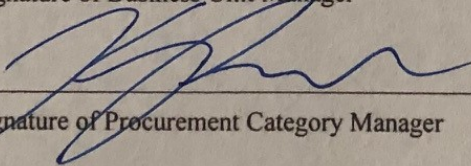
Series 3 interpreter endpoint are the current Landis & GYR network devices that allow for AMI communication of water meters to billing support. There are no additional endpoints that will work or have been qualified from additional vendors.



Signature of Business Unit Manager

3/25/2021

Date



Signature of Procurement Category Manager

3/26/2021

Date

Contract or Purchase Order Number: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

***This Certification shall be attached to the purchase order when routed for approval.  
This sole source procurement shall be reported to the JEA Board in accordance with  
Section 1-113(2) of the JEA Purchasing Code***



CONFIDENTIAL

Date: January 29, 2021  
Quote: C06201-20210125

Landis+Gyr Technology, Inc.

Company Name   JEA				
<b>Pricing Quotation</b>				
Description	Part Number	Unit Price	Qty	Ext. Price
Interpreter Kit S3 - Sensus SR 11 3/4"	45-1267	\$80.00	4,400	\$ 352,000.00
<b>TOTAL PRICE</b>				<b>\$ 352,000.00</b>

Customer Account Rep: Denise Gilsrud  
Program Manager: Jeffrey Smith

\*Unit Price includes a \$20.00 credit to be used on future Series 5 Water Endpoint purchases



## Formal Bid and Award System

Award #4 April 1, 2021

**Type of Award Request:** SOLE SOURCE  
**Requestor Name:** Best, Andrea L. - Manager Technology Project Mgmt.  
**Requestor Phone:** 904-665-7308  
**Project Title:** Energy Exemplar® Software License and Plexos Cloud Subscription/Support Agreement  
**Project Number:** 8006963 (Project and Year 1 Subscription) B0500 (O&M Years 2-5)  
**Project Location:** Capital & O&M  
**Budget Estimate:** \$1,006,000.00  
**Scope of Work:**

JEA has negotiated a five (5) year agreement with Energy Exemplar for software licenses and a PLEXOS Cloud Subscription/Support Agreement. JEA Electric Generation Planning (GP) would like to sole source PLEXOS modeling software from Energy Exemplar, that is capable of performing both production modeling and capacity expansion modeling. Electric Generation Planning (GP) is responsible for developing long-term generating resource forecasts and strategies for JEA that provide reliable power in the most optimized and cost-effective way. Some of GP's core business functions are to develop the annual Ten-Year Site Plan (TYSP) report for the Florida Public Service Commission (FPSC), and an annual Integrated Resource Plan (IRP), either formally or informally, as required by JEA Board Policy Manual, Policy Number 4.1.1. To produce the electric system forecast for these reports, GP needs software that is capable of performing:

- Production Modeling – To produce near and long-term forecasts of electric system operation, and variable operating and production costs to meet projected customer electricity demands.
- Capacity Expansion Modeling – To determine the best generating resource expansion plan to meet projected customer electricity demands in terms of economics, system reliability and flexibility, fuel supply reliability and diversity, and environmental rules and regulations.

This request is for a five (5) year agreement for PLEXOS modeling software licenses and a PLEXOS Cloud Subscription/support for \$920,000.00. The annual cost is \$184,000.00 per year which includes five (5) named user licenses for \$160,000.00, and \$24,000.00 for cloud workspace subscription fee/support for five (5) users.

**JEA IFB/RFP/State/City/GSA#:** N/A  
**Purchasing Agent:** Woyak, Nathan J  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ENERGY EXEMPLAR LLC	Dan Mooy	dan.mooy@energyexemplar.com	420 East South Temple, Suite 300, Salt Lake City, UT 84111	(208) 255-3900	\$920,000.00

**Amount for entire term of Contract/PO:** \$920,000.00  
**Award Amount for remainder of this FY:** \$184,000.00  
**Length of Contract/PO Term:** Five (5) Years w/ One - 1 Yr. Renewal  
**Begin Date (mm/dd/yyyy):** 04/15/2021  
**End Date (mm/dd/yyyy):** 04/14/2026

**Renewal Options:**

One - 1 Yr. Renewal

**JSEB Requirement:**

No JSEB opportunities are available

**Background/Recommendations:**

Energy Exemplar LLC has been selected as a sole source vendor for PLEXOS modeling software licenses and a PLEXOS Cloud Subscription agreement due to a number of reasons including market strength, product capability, ability to meet JEA’s requirements, and the additional reasons explained below. Per JEA’s procurement code there is only one justifiable source for the required Supplies or Services. The sole source form and End User License Agreement (EULA) agreement, pricing comparison, and full executive business case are attached as backup. Note, this request has already been reviewed and approved by JEA EngOps Steering Committee and JEA Information Security.

JEA currently owns three software capable of performing production modeling. PROSYM and e7 are currently used by JEA GP and Fuels Management Services (Fuels), and GenTrader is currently used by Bulk Power Operations (SOCC). The issues with the current software are listed below.

Production Modeling Software	Owner	Issues
PROSYM	ABB	<ul style="list-style-type: none"> <li>Outdated and unsupported</li> <li>Less features</li> </ul>
GenTrader	PCI	<ul style="list-style-type: none"> <li>Long run times</li> <li>Unable to handle a large quantity of data</li> <li>Can only model one year at a time</li> </ul>
PnR/e7	ABB	<ul style="list-style-type: none"> <li>Slow loading times</li> <li>Long run times</li> <li>Unresolved stochastic modeling convergence issues</li> <li>Minimal technical support</li> <li>R&amp;D focused on developing a new software</li> <li>JEA’s version of e7 does not include capacity expansion planning capabilities</li> </ul>

Due to current software restraints, GP extensively researched software used by other utilities and peers to benchmark what active modeling software is available on the market. The following are being used and there is a table below with additional detail of capabilities and using utilities.

- PnR/e7 – ABB (currently used by JEA’s GP and Fuels groups)
- GenTrader – Power Costs, Inc. (currently used by JEA’s SOCC)
- Aurora and PLEXOS – Energy Exemplar
- EnCompass- Anchor Power Solutions

Software	PnR/e7	GenTrader	PLEXOS	Aurora	EnCompass
<b>Owner</b>	ABB	PCI	Energy Exemplar	Energy Exemplar	Anchor Power Solutions
<b>Software Capability</b>	<ul style="list-style-type: none"> <li>Production modeling</li> <li>Capacity expansion modeling (optional add-on)</li> </ul>	<ul style="list-style-type: none"> <li>Production modeling</li> </ul>	<ul style="list-style-type: none"> <li>Production modeling</li> <li>Capacity expansion modeling</li> </ul>	<ul style="list-style-type: none"> <li>Production modeling</li> <li>Capacity expansion modeling</li> </ul>	<ul style="list-style-type: none"> <li>Production modeling</li> <li>Capacity expansion modeling</li> </ul>

<b>Utility/Company</b>	<ul style="list-style-type: none"> <li>• City of Tallahassee</li> <li>• Seminole Electric</li> <li>• Tampa Electric</li> <li>• JEA: GP &amp; Fuels</li> <li>• <i>Previously used by Duke Energy until the beginning of 2021</i></li> <li>• <i>Previously used by TEA</i></li> </ul>	<ul style="list-style-type: none"> <li>• Gainesville Regional Utilities (GRU)</li> <li>• Orlando Utilities Commission (OUC)</li> <li>• JEA: SOCC</li> </ul>	<ul style="list-style-type: none"> <li>• The Energy Authority (TEA)</li> <li>• Sacramento Municipal Utility District (SMUD)</li> <li>• National Energy Technology Laboratory (NETL)</li> <li>• US Department of Energy (DOE)</li> </ul>	<ul style="list-style-type: none"> <li>• Florida Power &amp; Light (FPL)</li> <li>• Gulf Power</li> </ul>	<ul style="list-style-type: none"> <li>• Duke Energy</li> </ul>
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PLEXOS has the largest market customer base of energy system simulation software with over 350 customers globally. The cloud-based all-in-one software package includes production modeling, capacity expansion modeling, and transmission analysis capabilities. This will allow GP to see the most cost-effective solutions to meet JEA’s capacity needs without having to go out to a 3rd party, and added functionality to include transmission requirements and restraints in the models. This will allow JEA to perform more accurate modeling and will allow for reliability studies to see if there are any location-specific requirements to keep the system in balance. Discussions with the other JEA business units are taking place to see if this software can replace the other systems. Further discussion is required.

During the PLEXOS informational demo, advantages were seen which included faster data entry and minimal load times compared to our current software. PLEXOS also has the ability to model renewables on a more granular basis than e7 which will be helpful when the planned 250 MW of solar power comes online in the next few years.

It should also be noted that the Energy Authority (TEA) has also recently switched over to using PLEXOS, and has successfully performed multiple market power purchases and sales analyses for JEA using the software. TEA has offered to help implement the software at no cost, which will decrease the installation time by six months, as well as troubleshooting with input data for JEA’s electric system that has already been tested and validated. This will allow JEA to be able to immediately begin optimizing the model and prepare for next fiscal year’s IRP update and TYSP report required by Board Policy 4.1.1.

The cost of Plexos to JEA is lower than other similar contracts which were compared with The Department of Energy and National Energy Tech Lab. See the attached cost comparisons as backup.

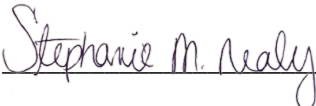
Request approval for a five (5) year sole source award to Energy Exemplar for software licenses and a PLEXOS Cloud Subscription/Support Agreement in the amount of \$920,000.00, subject to the availability of lawfully appropriated funds.

**Director:** Edgar, Cindy L. - Dir Eng Systems & PMO  
**VP:** Datz, Stephen H. - Interim Chief Information Officer

**APPROVALS:**

 04/01/2021

**Chairman, Awards Committee** **Date**

 04/01/2021

**Budget Representative** **Date**

# Energy Exemplar® Software License and Plexos Cloud Subscription Agreement

**Dated** September \_\_, 2020

Energy Exemplar LLC  
(**Energy Exemplar**)

and

JEA, Inc.  
(**Customer**)



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## Agreement details

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### Energy Exemplar details

Address: 420 East South Temple, Suite 300, Salt Lake City, UT 84111

Contact Name: Dan Mooy

Position: SVP - Americas

Email address: dan.mooy@energyexemplar.com

Telephone: +1 (208) 255-3900

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### Customer details

Address: [Insert address]

Contact Name: Melinda Fischer

Position: Manager, Energy Generation Planning

Email address: [Insert address]

Telephone: [Insert telephone number]

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# Order Form

## 1. Software Products

Software Product	Type of License	Licensed Purpose	Subject matter	Quantity	Metric	Unit price	Total price	Payable	License start date	License period
Explanation / Drop-down lists										
Plexos®										
Electricity	Named User	Standard	Capacity Expansion Planning	5	Per Named User	\$110k for 1 <sup>st</sup>	\$110,000	Annually	9/__/2020	12 Months
			Production Cost Modelling			\$15k for 2 <sup>nd</sup> and 3 <sup>rd</sup>	\$30,000			
						\$10k for 4 <sup>th</sup> and 5 <sup>th</sup>	\$20,000			
<b>Subtotal</b>							\$160,000			

## 2. Cloud Services

Cloud Services	Quantity	Unit price	Start Date	Total Fees
PLEXOS® Cloud Workspace subscription fee	5	\$4,800	9/__/2020	\$24,000
<b>Subtotal</b>				\$24,000

<b>Total</b>	<b>\$184,000</b>
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## Signature Page

**IN WITNESS WHEREOF, the Parties hereto have set forth their agreements and understandings of the day and date above first written.**

**Executed** for and on behalf of **Energy Exemplar** by:

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Signature authorized representative

Dan Mooy, SVP - Americas

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Print full name and Title

**Executed** for and on behalf of **Customer** by:

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Signature authorized representative

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Print full name and Title

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## Terms and Conditions

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### 1. Definitions

Capitalized terms used in this Agreement have the meanings assigned to them in clause 21.

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### 2. Term

#### 2.1 Term of the Agreement

This Agreement commences on the Effective Date and, unless terminated earlier in accordance with clause 16, continues until the last License Period of the Software expires (**Term**).

#### 2.2 Software Products - License Period renewals

At the end of each then-current License Period:

2.2.1 where the Licensed Purpose for the Software is an Academic License or where its License Period is 6 months or less, this Agreement will renew for any further period (if any) as agreed in writing by the Parties; and

2.2.2 in any other situation, such License Period will automatically renew for a consecutive period equal to the previous License Period,

unless and until terminated in accordance with clause 16.

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### 3. Software License

In respect of the Customer's license of the Software, these Terms and Conditions are supplemented by the terms contained in Annex 1 of this Agreement.

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### 4. Cloud Services

Where Cloud Services are specified in section 2 of an Order Form, these Terms and Conditions are supplemented by the terms contained in Annex 2 of this Agreement, with respect to that Order Form.

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### 5. Professional Services

Where Professional Services are to be provided by Energy Exemplar pursuant to any Statement of Work, these Terms and Conditions are supplemented by the terms contained in such Statement of Work.

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### 6. Fees

6.1 The Customer agrees to pay Energy Exemplar

the Fees in consideration for the Software and the Services specified in each Order Form.

6.2 Energy Exemplar may change the Fees for any renewal of the License Period by giving the Customer at least 60 days' notice in advance of the renewal of the License Period under clause 2.2, and the change will take effect from the commencement of that renewal.

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### 7. Payment

7.1 The Fees must be paid within 30 days of the date of issue of an invoice from Energy Exemplar.

7.2 Payment is to be made by way of electronic transfer to Energy Exemplar's nominated bank account as specified in the Agreement Details or as otherwise notified to the Customer in writing by Energy Exemplar.

7.3 In the event that the Customer defaults or delays payment, Energy Exemplar will be entitled to charge interest on all amounts not paid on a daily basis from the due date until Energy Exemplar receives payment in full at the lower of:

7.3.1 a rate of 18% per annum; and

7.3.2 the highest rate permitted by applicable law.

7.4 All legal costs and all charges, duties and other expenses incurred by Energy Exemplar as a result of the Customer failing to perform its obligations contained in this Agreement will be paid by the Customer on an indemnity basis to Energy Exemplar.

7.5 The Customer must include in the Agreement Details or otherwise provide to Energy Exemplar all information that is required in relation to the issuing and payment of invoices, which may include proof of company registration, a tax declaration or a purchase order. Under no circumstances will Energy Exemplar's omission to request such information, or any errors or omissions on the part of the Customer regarding such information, justify the Customer not making timely payment.

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### 8. Customer's Obligations – General

8.1 The Customer acknowledges and agrees that:

8.1.1 it is responsible for undertaking its own inquiries and making its own checks in relation to the suitability and applicability of the Software and the Services (if applicable) for their required purpose, including whether the Type of License and the Licensed Purpose are sufficient and

appropriate for the Customer's needs;

8.1.2 the Software and the Services (if applicable) are provided 'as is' and 'as available'. Energy Exemplar does not represent, warrant or guarantee that the Software or the Services will be error or 'bug' free or available at any specific time required by the Customer;

8.1.3 the Customer must, at its own expense, provide and maintain all communications facilities required for the electronic delivery of the Software and accessing and using the Services (if applicable); and

8.1.4 the Customer is solely responsible for the accuracy of all Customer Data and acknowledges that the contents of any datasets or reports provided through the Software, including under a Dataset License, will reflect the accuracy of such Customer Data.

and other activities related to this Agreement in accordance with all applicable laws.

## 9.3 Mutual Warranties

Each Party represents and warrants to the other that:

9.3.1 this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms;

9.3.2 no authorization or approval from any third party is required in connection with such Party's execution, delivery, or performance of this Agreement; and

9.3.3 the execution, delivery, and performance of this Agreement does not violate the applicable laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

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## 9. Warranties

### 9.1 Energy Exemplar's Warranties

Energy Exemplar warrants that:

9.1.1 it has full power and authority to grant the licenses granted under this Agreement; and

9.1.2 any Professional Services will be performed in a professional and workmanlike manner.

### 9.2 Customer's Warranties

The Customer represents and warrants to Energy Exemplar that:

9.2.1 it owns all right, title and interest in and to the Customer Data or has the necessary licenses, rights, consents and permissions to grant the rights to Energy Exemplar pursuant to clause 3.2.1 of Annex 2;

9.2.2 the provision of the Customer Data, and any use of the Customer Data by Energy Exemplar in connection with the Services, will not breach any applicable law;

9.2.3 the Customer Data will not infringe the Intellectual Property Rights or any other rights of any third party; and

9.2.4 it will carry out all of its obligations

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## 10. Indemnity

10.1 The Customer will indemnify and hold harmless Energy Exemplar against any and all claims, demands, suits, losses, costs, damages, and expenses (including legal expenses) sustained, incurred or suffered by Energy Exemplar as a result of:

10.1.1 the Customer's or its Named Users':

(a) use of the Software or the Services other than as permitted under this Agreement;

(b) breach of this Agreement;

(c) tortious (including negligent and intentional) acts or omissions; or

(d) violation of any law, rule or regulation;

10.1.2 any infringement claim or action against Energy Exemplar or a settlement thereof based on any alleged infringement of any Intellectual Property Rights in connection with the Customer Data; or

10.1.3 a third-party claim related to the Customer's use of the Services (including any use by a Named User).

10.2 Energy Exemplar will, for the Term, defend,

indemnify, and hold harmless the Customer against any damages awarded in any third party infringement claim or action against the Customer or a settlement thereof based on any alleged infringement of any Intellectual Property Rights as a result of the use of the Software or the Cloud Services according to the terms and conditions of this Agreement, provided that:

- 10.2.1 the Customer gives Energy Exemplar prompt written notice of the claim;
- 10.2.2 Energy Exemplar has full and complete control over the defense and settlement of the claim;
- 10.2.3 the Customer provides such assistance in connection with the defense and settlement of the claim as Energy Exemplar may reasonably request;
- 10.2.4 the Customer complies with any settlement or court order made in connection with the claim, including in relation to the future use of any infringing material;
- 10.2.5 Energy Exemplar will have the right to settle any claims in its sole and absolute discretion; and
- 10.2.6 Energy Exemplar will have no obligation under this clause 10 for any infringement (and the Customer will reimburse Energy Exemplar for any costs or damages incurred in relation to such infringement) to the extent that it arises out of or is based upon:

- (a) any unauthorized combination, operation, or other use of the Software or the Services other than in accordance with this Agreement;
- (b) any additions, modifications or enhancements of the Software or the Services requested by Customer or not made by Energy Exemplar, if the alleged infringement would not have occurred but for such additions, modifications or enhancements; or
- (c) the Customer's failure to comply with instructions, documentation or materials provided by Energy Exemplar, if the alleged

infringement would not have occurred but for such failure.

10.2.7 This clause 10 states Energy Exemplar's sole and exclusive liability, and the Customer's sole and exclusive remedy, for the actual or alleged infringement by Energy Exemplar of any third party Intellectual Property Right by the Software or the Services.

10.2.8 If any person makes a claim that is subject to the indemnity in clause 10.2 in respect of Software or Cloud Services, or in Energy Exemplar's reasonable opinion such a claim is likely to be made, then Energy Exemplar may, at its option, either:

- (a) procure for the Customer the right to continue using, possessing or receiving the Software or the Cloud Services free from any such claim;
- (b) modify the Software or the Cloud Services so that the Customer's use of the Software or the Cloud Services ceases to infringe the rights of the relevant third party; or
- (c) replace the Software or the Cloud Services with non-infringing goods or services, or, if none of the above are reasonably practicable, terminate this Agreement with immediate effect by providing written notice to the Customer.

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## 11. Disclaimer and Limitation of Liability

### 11.1 DISCLAIMER OF WARRANTY

11.1.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW BUT SUBJECT TO CLAUSES 11.2 AND 11.3: (A) ENERGY EXEMPLAR EXCLUDES ALL IMPLIED REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS OF ANY KIND WHATSOEVER (WHETHER IMPLIED BY COMMON LAW, STATUTE OR OTHERWISE) AND THE APPLICATION OR AVAILABILITY OF ANY STATUTORY RIGHTS (INCLUDING ANY IMPLIED REPRESENTATIONS, WARRANTIES, TERMS OR

CONDITIONS OR ANY STATUTORY GUARANTEES THAT THE SOFTWARE OR SERVICES ARE OF SATISFACTORY QUALITY OR FIT FOR A PARTICULAR PURPOSE); (B) THE CUSTOMER BEARS ALL RISK RELATING TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE AND SERVICES AND TO THE ACCURACY AND USE OF THE INFORMATION RESULTING FROM THE USE OF THE SOFTWARE AND SERVICES; AND (C) WITHOUT LIMITING THE FOREGOING, ENERGY EXEMPLAR DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OR USE OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

11.1.2 The Customer acknowledges that the public internet is an inherently insecure environment and that Energy Exemplar has no control over the privacy of any communications or the security of any data outside of its internal systems.

11.1.3 The use of the public internet will be at the Customer's sole risk and Energy Exemplar is not liable for any losses, costs, damages or expenses arising in connection with such use of the public internet including all liability for any disclosure of Confidential Information when transmitted over the public internet.

## 11.2 LIMITATION OF LIABILITY

IN NO EVENT WILL ENERGY EXEMPLAR, ITS LICENSORS, SUPPLIERS, SHAREHOLDERS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY LOSS OF OPPORTUNITY, GOODWILL, PROFITS, ANTICIPATED SAVINGS OR BUSINESS, LOSS OR CORRUPTION OF DATA OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR RELIANCE UPON THE SOFTWARE OR SERVICES OR ANY INFORMATION RESULTING FROM THE USE OF THE SOFTWARE OR SERVICES, EVEN IF ENERGY EXEMPLAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT TO THE EXTENT CLAUSE 10.2.8(c) APPLIES, IN NO EVENT WILL ENERGY EXEMPLAR BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES OR ANY UNAUTHORIZED USE OR MISUSE OF ANY

SOFTWARE OR SERVICES OR ANY INFORMATION RESULTING FROM THE USE OF THE SOFTWARE OR SERVICES. THE CUSTOMER ASSUMES RESPONSIBILITY FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE OR SERVICES. UNDER NO CIRCUMSTANCES WILL ENERGY EXEMPLAR'S TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTE OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER TO ENERGY EXEMPLAR DURING THE IMMEDIATELY PRECEDING 6-MONTH PERIOD (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION). THE CUSTOMER MAY NOT MAKE ANY CLAIM AGAINST ANY OF ENERGY EXEMPLAR'S SUPPLIERS IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE PRICES HAVE BEEN SET AND THE AGREEMENT ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE EXCLUSION AND LIMITATION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES IN THIS CLAUSE 11.2 WILL NOT APPLY TO THE EXTENT THEY ARE NOT PERMITTED BY THE APPLICABLE JURISDICTION'S LAWS.

## 11.3 REMEDIES

NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE, RESTRICT OR MODIFY ANY CONSUMER RIGHTS OR ANY OTHER LEGISLATION WHICH MAY NOT BE EXCLUDED, RESTRICTED OR MODIFIED BY AGREEMENT. IF ANY OTHER LEGISLATION IMPLIES A CONDITION, WARRANTY OR TERM INTO THIS AGREEMENT OR PROVIDES STATUTORY GUARANTEES IN CONNECTION WITH THIS AGREEMENT, IN RESPECT OF GOODS AND SERVICES SUPPLIED (IF ANY), ENERGY EXEMPLAR'S LIABILITY FOR BREACH OF SUCH A CONDITION, WARRANTY, OTHER TERM OR GUARANTEE IS LIMITED (AT ENERGY EXEMPLAR'S ELECTION) TO THE EXTENT IT IS ABLE TO DO SO: (A) IN THE CASE OF SUPPLY OF GOODS, ENERGY EXEMPLAR DOING ANY ONE OR MORE OF THE FOLLOWING: (I) REPLACING THE GOODS OR SUPPLYING EQUIVALENT GOODS; (II) REPAIRING THE GOODS; (III) PAYING THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; AND/OR (IV) PAYING THE COST OF HAVING THE GOODS REPAIRED; OR (B) IN THE CASE OF SUPPLY OF SERVICES, ENERGY EXEMPLAR DOING EITHER OR BOTH OF THE FOLLOWING: (I) SUPPLYING THE SERVICES AGAIN; AND/OR (II) PAYING THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

## 12. Confidentiality

12.1 Subject to the provisions of clauses 12.2 and 12.3, each Party must:

- 12.1.1 treat as strictly confidential and only use the other Party's Confidential Information solely for the purposes contemplated by this Agreement; and
- 12.1.2 not, without the prior written consent of the Party from whom the Confidential Information was obtained (which may be withheld in that Party's absolute discretion), publish, use or otherwise disclose to any person the other Party's Confidential Information except for the purposes contemplated by this Agreement.
- 12.2 Each Party may disclose Confidential Information which would otherwise be subject to clause 12.1 if, but only to the extent, it can demonstrate that:
- 12.2.1 such disclosure is required by applicable law;
- 12.2.2 the Confidential Information was lawfully in its possession before its disclosure by the other Party and had not been obtained from the other Party; or
- 12.2.3 the Confidential Information was in, at the time of disclosure, or has come into the public domain other than as a result of a breach of this Agreement or any other obligation of confidence,
- provided that any such disclosure must not be made without prior consultation with the Party from whom the Confidential Information was obtained (to the extent such consultation is not prohibited by applicable law) and in the case of disclosures under clause 12.2.1, must be made so as to minimize any such disclosure.
- 12.3 Each Party may for the purposes contemplated by this Agreement disclose the other Party's Confidential Information to any of the following persons, provided that such persons have first been directed (**Direction**) by the disclosing Party to keep it confidential: its officers and employees; and its professional advisers, auditors, bankers and insurers, acting as such. The disclosing Party must enforce each Direction at its own cost.
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- 13. Intellectual Property**
- 13.1 All Intellectual Property Rights subsisting in, relating to or arising out of the Software or Services are (as between the Parties) owned by and vest in Energy Exemplar, including all Software Updates, Updates, modifications, developments or enhancements made by or
- 13.2 on behalf of either Party to such Intellectual Property Rights.
- 13.2 Nothing in this Agreement transfers any right, title or interest in Energy Exemplar's Intellectual Property Rights in the Software or Services (including all Software Updates, Updates, modifications, developments or enhancements made by or on behalf of either Party to such Intellectual Property Rights) to the Customer or any other person, except as expressly granted in this Agreement.
- 13.3 The Customer must promptly give notice in writing to Energy Exemplar if it becomes aware of any unauthorized or suspected unauthorized disclosure to any third party of any of Energy Exemplar's Confidential Information or of any infringement or suspected infringement by any third party of any of Energy Exemplar's Intellectual Property Rights (including Energy Exemplar's trademarks or trade secrets), and provide Energy Exemplar with all information and assistance reasonably required by Energy Exemplar in respect of such unauthorized disclosure or infringement.
- 13.4 Where Energy Exemplar extends the functionality of the Software under clause 5.2.1 of Annex 1 or otherwise modifies or alters the Software (including, for the avoidance of doubt, any Datasets), including as a result of any suggestions or recommendations of the Customer or being engaged to perform Services for the Customer (each being **Modifications**), the Customer acknowledges and agrees:
- 13.4.1 that all the Intellectual Property Rights in the Modifications will be owned by and assigned to Energy Exemplar;
- 13.4.2 to procure that the Intellectual Property Rights in the Modifications (including any source code) vest in Energy Exemplar upon creation; and
- 13.4.3 to hereby absolutely assign and transfer (and to procure that any of its employees, contractors or personnel promptly assign and transfer) to Energy Exemplar with full title guarantee all existing and future Intellectual Property Rights throughout the entire world in the Modifications, including all statutory and common law rights attaching thereto.
- 13.5 Subject to clause 13.6, where Energy Exemplar requires any information or datasets produced by the Customer's use of the Software or Services, including under an Academic License, the Customer agrees to



- grant, or procure a grant from its students, employees, contractors or personnel, to Energy Exemplar a non-exclusive, worldwide, irrevocable, royalty-free, perpetual license to use the information or datasets in connection with the Software or Services, including as datasets under future Dataset Licenses.
- 13.6 If the Customer provides any information or datasets to Energy Exemplar solely to allow Energy Exemplar to provide support services (including troubleshooting and optimization) to the Customer with respect to such information or datasets, Energy Exemplar will only use such information or datasets to provide such support services.
- 13.7 If and to the extent that the Customer provides Energy Exemplar with feedback or recommendations on any features or functions of the Software or the Services, Energy Exemplar may use any such feedback or recommendations for its own purposes in its discretion.
- 13.8 The Customer hereby unconditionally and irrevocably assigns and transfers absolutely to Energy Exemplar with full title guarantee and free from all encumbrances all rights, title and interest it (or its personnel) may have or obtain in the Intellectual Property Rights and other rights in the Software and the Services, including all Software Updates, Updates and modifications, feedback, recommendations, developments and enhancements given or made by or on behalf of the Customer to such Intellectual Property Rights.
- 13.9 The Customer must:
- 13.9.1 do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, forms and authorizations as Energy Exemplar may from time to time reasonably require in order to give Energy Exemplar the full benefit of this clause 13, whether in connection with any registration of title or other similar right or otherwise; and
- 13.9.2 undertake to provide to Energy Exemplar (at its request) all reasonable assistance with any proceedings which may be brought by or against Energy Exemplar against or by any third party relating to the rights assigned by this clause 13.

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## 14. Audit

- 14.1 During the Term, and for a period of 6 years after termination of this Agreement, Energy Exemplar may, with reasonable notice to the

- Customer, audit and inspect all records, procedures and systems of the Customer which relate to the use of the Software or the Services (if applicable) to verify the Customer's compliance with this Agreement.
- 14.2 In relation to any audit or inspection conducted pursuant to clause 14.1:
- 14.2.1 the Customer must fully co-operate with Energy Exemplar; and
- 14.2.2 Energy Exemplar will conduct such audit or inspection in accordance with the reasonable security guidelines which may be applicable to the Customer's premises and systems and use reasonable measures to ensure that it does not disrupt the Software or the Services and business practices of the Customer.
- 14.3 Each Party is liable for its own costs of any audit or inspection conducted pursuant to clause 14.1, except where Customer is found to have:
- 14.3.1 breached any obligation under or in connection with this Agreement relating to the calculation or invoicing of Fees; or
- 14.3.2 materially breached any other obligations under or in connection with this Agreement,
- in which case the Customer must, within 20 Business Days of a request by Energy Exemplar, reimburse Energy Exemplar for its costs (including the costs of engaging any third-party auditor) in connection with such audit or inspection.
- 14.4 If the results of any audit or inspection reveal any unlicensed use of the Software then promptly, and in any event within 14 days of the results of such audit, the Customer must :
- 14.4.1 pay to Energy Exemplar the applicable additional fees in respect of the Customer's unlicensed use of the Software (which will be calculated with reference to the applicable Fees set out in the applicable Order Form); and
- 14.4.2 order sufficient licenses for the applicable Software (which will be charged consistent with the applicable Fees set out in the applicable Order Form).

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## 15. Third Party Products or Services

- 15.1 The Software and/or the Services (if

applicable) may include, or Energy Exemplar may from time to time make available to the Customer, third-party products or services, including solvers, add-ons and plug-ins as well as implementation, customization, training and other consulting services (**Third-Party Products**). Such Third-Party Products may be essential in order for the Customer to receive full functionality, modelling or other benefits in using the Software and/or the Services.

15.2 The Customer's use of Third-Party Products will be governed by a separate license and usage agreement or terms and conditions between the Customer and the relevant third party.

15.3 Unless otherwise specified in any Order Form, as at the Effective Date, the Third-Party Product specified in Annex 3 is provided together with or as part of the Software, and the relevant terms specified in Annex 3 apply to such Third-Party Product.

15.4 Where Third Party Products other than those referred to in clause 15.3 are provided together with or as part of the Software or the Services, Energy Exemplar will:

15.4.1 notify the Customer; and

15.4.2 specify the applicable terms which will apply to the Customer's use of such Third-Party Products.

15.5 In respect of Third-Party Products or any other third-party products or services which the Customer installs or enables for use with the Software and/or Services, the Customer acknowledges that Energy Exemplar:

15.5.1 may allow the third-party vendors of those products or their affiliates to have access to the Customer Data as required for the interoperation and support of such Third-Party Products or other third-party products or services with the Software and/or the Services;

15.5.2 does not warrant the use or performance of such Third-Party Products or other third-party products or services, nor does it provide any support for such Third-Party Products or other third-party products, irrespective of whether or not they are designated by Energy Exemplar as "verified", "approved" or similar;

15.5.3 disclaims all liability in relation to such Third-Party Products or other third party products and services; and

15.5.4 without limiting clause 15.5.3, will

not be responsible for any disclosure, modification or deletion of Customer Data in connection with any access by the relevant third-party vendor to Customer Data.

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## 16. Termination

16.1 Energy Exemplar may terminate all or part of this Agreement immediately on written notice if:

16.1.1 the Customer fails to comply with any provision of this Agreement; or

16.1.2 the Customer becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration.

16.2 The Customer may terminate this Agreement immediately on written notice to Energy Exemplar if:

16.2.1 Energy Exemplar is in material breach of this Agreement and has failed to remedy the breach within 30 days of receipt of a written notice from the Customer to do so; or

16.2.2 Energy Exemplar becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration.

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## 17. Effects of Termination

17.1 On termination of this Agreement:

17.1.1 the license granted under clause 1 of Annex 1 automatically ceases;

17.1.2 the rights granted to the Customer under clause 2.1 of Annex 2, if applicable, automatically cease; and

17.1.3 any other rights granted to Customer, if applicable, under this Agreement automatically cease;

17.1.4 Energy Exemplar will be entitled to:

(a) invoice the Customer for the Fees for any Services which have been performed but are yet to be invoiced (with the Fees for any Services payable on a milestone or fixed fee basis being pro-rated); and

(b) retain Fees paid by the Customer, including Fees paid in respect of any period after the date of termination;

- 17.1.5 the Customer must pay any Fees invoiced under clause 17.1.4(a) or otherwise owing or outstanding under this Agreement;
  - 17.1.6 the Customer must promptly return to Energy Exemplar (or at Energy Exemplar's option and instruction, destroy or otherwise dispose of) all of the Software (including any copies thereof) within the Customer's possession or control;
  - 17.1.7 the Customer must promptly cease using the Services, if applicable;
  - 17.1.8 the obligations of confidentiality (but not the rights to use or disclose Confidential Information) under clause 12 will continue to apply to the Parties; and
  - 17.1.9 clauses 3, 7.4, 9, 10, 11, 13, 14, 17, 18 and 21 will continue to apply to the Parties.
- 17.2 Termination of this Agreement for whatever reason does not affect the rights and obligations of the Parties which have accrued before the date of termination, including the right to claim damages as a result of a breach of this Agreement.

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## 18. Dispute Resolution

- 18.1 A Party claiming that a dispute (**Dispute**) has arisen under or in connection with this Agreement must notify the other Party in writing giving details of the dispute.
- 18.2 During the ten (10) Business Day period after a notice is given under clause 18.1 (or any longer period agreed in writing between the Parties) (the **Initial DR Period**) the Parties must work in good faith to resolve the Dispute.
- 18.3 If the Dispute is not resolved by the Parties within the Initial DR Period, the Dispute must be referred to the Customer's chief information officer (or equivalent) and Energy Exemplar's chief information officer (or equivalent) must work together in good faith to resolve the Dispute within a period of ten (10) Business Days (or any longer period agreed in writing between the Parties).
- 18.4 While the procedure set forth in this clause 18 is being followed, both Parties must continue to fulfill their obligations under this Agreement.
- 18.5 The procedure set out in this clause 18 does not limit or exclude a Party's rights under this Agreement or at common law or equity (including the right to make applications for interim relief, including injunctions).

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## 19. Regulatory

Without limiting clause 1.2.3 of Annex 1, in the United States, all load flows are subject to either US Federal Energy Regulatory Commission (**FERC**) Critical Energy Infrastructure Information (**CEII**) regulations or restricted use provisions of an originating entity. These load flows can only be delivered to entities which have received and can demonstrate approval from FERC or the appropriate originating entity. The Customer must provide proof of approval to Energy Exemplar as a condition precedent to the delivery of CEII regulated data and maintain CEII regulated data in a secure place pursuant to FERC regulations.

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## 20. General

### 20.1 Assignment and Subcontracting

20.2 The Customer must not assign, novate, transfer, sub-contract or otherwise dispose of any or all of its rights and/or obligations under this Agreement without Energy Exemplar's prior written consent.

20.3 Energy Exemplar may enter into any sub-contract with any third party for the performance of its obligations under this Agreement without the prior written consent of the Customer. Any such sub-contract does not excuse Energy Exemplar from performing its obligations under this Agreement.

### 20.4 Amendments

No amendment or modification of this Agreement will be effective unless agreed in writing and signed by authorized representatives of each of the Parties.

### 20.5 Entire Agreement

This Agreement constitutes the whole agreement between the Parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

### 20.6 Rights Cumulative and Other Matters

The rights, powers, privileges and remedies provided under any provision of this Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided under any other provision of this Agreement or by applicable law or otherwise. No failure to exercise nor any delay in exercising by any Party of any right, power, privilege or remedy under this Agreement will impair or operate as a waiver thereof in whole or in part.

### 20.7 Exclusion of UN Convention and UCITA

The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer

Information Transactions Act (UCITA) shall not apply to this Agreement regardless of when or where adopted.

## 20.8 Taxes

20.8.1 Unless expressly stated to the contrary, all prices, fees and other charges specified in this Agreement are exclusive of any and all sales and value added taxes, withholding taxes, duties and other charges (**Taxes**) imposed or levied in connection with the license of the Software and the provision of the Services or any goods under this Agreement.

20.8.2 Despite any other provision of this Agreement, Energy Exemplar may pass on as an addition to the prices, fees and charges the amount of any Taxes.

20.8.3 Without in any way limiting clause 20.8.2, to the extent that any supply made under or in connection with this Agreement is a taxable supply, then the consideration for that supply is increased by an amount equal to the amount of that consideration multiplied by the rate at which Tax is imposed in respect of that supply (except to the extent that the consideration is expressed to be inclusive of Tax) and is payable at the same time and in the same manner as the consideration to which it relates.

## 20.9 Force Majeure

Except with respect to payment of Fees, a Party will have no liability to the other Party in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of force majeure, namely circumstances beyond the control of the Party, which will include acts of God, perils of the sea, air, fire, flood and drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority; epidemic, pandemic or public health emergency and any resulting governmental action including work stoppages, mandatory business, service or workplace closures, full or partial lockdowns or affected areas, quarantines, border closures and travel restrictions; breakdown of equipment and labour disputes (**Force Majeure Event**).

## 20.10 Costs

Subject to any express provision in this Agreement to the contrary, each Party must pay its own costs of and incidental to the negotiation, preparation, execution and carrying

into effect of this Agreement.

## 20.11 Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the State of Utah, and each Party submits to the exclusive jurisdiction of the courts of the State of Utah.

## 20.12 Notices

Any notice or other communication required to be given under this Agreement (**Notice**) must be in writing (including email), in the English language and must be sent to each Party in accordance with the details set out in the Agreement Details.

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## 21. Definitions and Interpretation

21.1 In this Agreement the following abbreviations, words and phrases have the following meanings, unless the context requires otherwise:

**Academic License** means the type of license for the Software specified in clause 3.1 of Annex 1.

**Agreement** means this agreement, which comprises the parts specified in clause 21.3.

**Agreement Details** means the section at the front of this Agreement headed "Agreement Details".

**Aurora License** means a license for the Aurora Software (if applicable, as specified in section 1 of any Order Form).

**Business Day** means any day which is not a Saturday, Sunday or public holiday in the place where the Software is being used by the Customer.

**Business Hours** means the period from 9am to 5pm on Business Days.

**Cloud Fees** means the Fees (if any) payable for the Cloud Services as specified in section 2 of any Order Form or otherwise agreed in writing between the Parties.

**Cloud Services** means the services (if any) specified in section 2 (Cloud Services) of any Order Form.

**Confidential Information** means, in relation to a Party, all information relating to that Party and its affiliates, including all information concerning the business, products, services, systems, procedures and records (in whatever form, including in electronic format) of that Party and its affiliates, and their relationships with their customers and suppliers. Confidential

information of Energy Exemplar includes the Software and the Services, all information relating to the Software and the Services (including data and information contained in or made available through a Dataset License or an Aurora License) and all Intellectual Property Rights existing in the same, and the terms and conditions of this Agreement and any other information delivered by Energy Exemplar, which, under the circumstances, would reasonably be understood to be confidential or proprietary.

**Core** means an independent processing unit in a CPU within the Customer's system (whether physical or virtual).

**Cores License** means the Type of License for the Software specified in clause 2.2 of Annex 1.

**Customer Account** means an account issued by Energy Exemplar to the Customer that will utilize unique log-in credentials to provide Named Users with access to use the Cloud Services in accordance with this Agreement.

**Customer Data** means any Customer data or information which the Customer uploads or inputs into the Software and/or the Services.

**Dataset** means the simulation ready dataset for the energy power market or other market specified in any applicable Order Form, including all updates, upgrades, enhancements or modifications to such dataset which are delivered by Energy Exemplar.

**Dataset License** means the license for the Dataset specified in clause 3.2 of Annex 1.

**Effective Date** means the date set out on the cover page of this Agreement.

**Error** means any repeatable design or programming error in the Cloud Services which prevents the Cloud Services from substantially complying with the functionality in the documentation delivered or provided with the Cloud Services, which adversely affects the use, function or performance of the Cloud Services.

**Fees** means the license fees for the Software, the Cloud Fees and the fees for the Professional Services, as specified in any Order Form, in any Statement of Work or otherwise agreed in writing between the Parties.

**Good Industry Practice** means, in relation to any undertaking and any circumstances, the exercise of the skill, diligence, prudence, foresight and judgment which would be expected from a person engaged in the same type of undertaking under the same or similar circumstances, applying the standards currently

generally applied in Energy Exemplar's industry.

**Intellectual Property Rights** means patents, trade secrets, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights; inventions, know-how, secret formulae and processes, lists of customers and suppliers and other proprietary knowledge and information; internet domain names; rights protecting goodwill and reputation; database rights; and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world.

**License Period** means, for any Software licensed under this Agreement (as specified in any Order Form), the period commencing on the 'License start date' and continuing for the 'License period' (each as specified in the applicable Order Form), as may be renewed under clause 2.1 or terminated early under clause 16.

**Licensed Purpose** means the purpose for which any Software is licensed under this Agreement and the subject matter for which the Software may be used by the Customer, each as specified in the applicable Order Form.

**Named User** means an employee of Customer who has a specific individual login configured to them that enables such individual to access and use the Software and/or Cloud Services (if applicable).

**Name User License** means the Type of License for the Software specified in clause 2.1 of Annex 1.

**Order Form** means the section at the front of this Agreement headed "Order Form", comprised of section 1 (Software Products) and section 2 (Cloud Services) and any subsequent "Order Form" agreed in writing by the Parties from time to time.

**Professional Services** means the professional services specified in any Statement of Work entered into by the Parties under this Agreement.

**Service Credits** means the service credits / rebates or price reductions (or similar) set out in the Service Level Agreement that are payable by Energy Exemplar if Energy Exemplar fails to meet the required levels of performance, including ensuring that the provision of Cloud Services meets any applicable Service Levels.

**Service Level Agreement** means the Service

Level Agreement set out in Schedule 1 to Annex 2 of this Agreement.

**Service Levels** means the required levels of performance for the Cloud Services as set out or referred to in the Service Level Agreement.

**Services** means the Cloud Services and the Professional Services (as applicable).

**Software** means each of the Software products (including any Datasets) licensed to the Customer under this Agreement, as specified in section 1 of any Order Form.

**Software Updates** means any enhancements, modifications, improvements, extensions in performance, updates or upgrades, new releases or new versions of the Software.

**Statement of Work** means any Statement of Work entered into by the Parties under this Agreement for the provision of Professional Services, such Statement of Work to be in a form mutually acceptable to the Parties.

**System Infrastructure** means the physical infrastructure, including equipment, cabling and systems together with related computer software used to provide the Cloud Services, which may be provided by Energy Exemplar or a third party.

**Technical Support** means the support services described in clause 5 of Annex 1.

**Term** means the term of this Agreement as specified in clause 2.1.

**Terms and Conditions** means this section of this Agreement which is headed "Terms and Conditions" and comprises clauses 1 to 21.

**Third Party Products** has the meaning given in clause 15.1.

**Type of License** means the type of license for the Software as specified in the applicable Order Form.

**Updates** means an improvement, extension in performance, or update to the Cloud Services.

**Virus** means any disabling feature or device (including any software, code, file, programme, worm, trojan horse, virus or other similar things or devices) which is designed or intended to: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any program or data (whether by re-arranging,

altering or erasing the program or data in whole or part or otherwise); or, adversely affect the user experience.

21.2 In this Agreement, unless the context requires otherwise:

21.2.1 a reference to a 'Party' means a party to this Agreement;

21.2.2 any reference to a 'person' includes any individual, company, corporation, firm partnership, joint venture, association, organization or trust (in each case, whether or not having separate legal personality) and references to any of the same include a reference to the others;

21.2.3 Unless expressly stated otherwise in this Agreement, all monetary amounts expressed in this Agreement are in United States dollars, and all payments under or in connection with this Agreement will be made in United States dollars;

21.2.4 reference to clause(s) are references to clause(s) of and to this Agreement;

21.2.5 any phrase introduced by the words 'including', 'include', 'in particular', 'for example' or any similar expression must be construed as illustrative only and must not be construed as limiting the generality of any preceding words; and

21.2.6 references to the singular include the plural and to the masculine include the feminine, and in each case vice versa.

21.3 The Agreement comprises the following parts:

21.3.1 the Annexes;

21.3.2 the Schedules;

21.3.3 the Agreement Details;

21.3.4 the Order Form (and any subsequent Order Form agreed in writing by the Parties);

21.3.5 these Terms and Conditions; and

21.3.6 any other documents incorporated by reference into the Agreement.

21.4 To the extent that there is any conflict or inconsistency between any of the terms in those documents listed in clause 21.3, the terms in the document listed first will govern to

the extent of the conflict or inconsistency.

21.5 No confirmation, shipment or delivery docket, invoice or other similar document issued by or

on behalf of the Customer or Energy Exemplar (including the terms on any pre-printed purchase order form) will vary or form part of this Agreement.

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## Annex 1                      Software License

These terms are applicable where Software is specified in section 1 (Software Products) of the applicable Order Form.

### 1.                      License of the Software

1.1                      Subject to the Customer's compliance with the terms and conditions of this Agreement, Energy Exemplar grants to the Customer a non-exclusive, non-transferable, non-sublicensable license during the License Period for any Software specified in section 1 (Software Products) of an Order Form solely for the Customer's own internal purposes (and not for commercial distribution).

1.2                      The Customer acknowledges and agrees that:

1.2.1                      the Software is proprietary to Energy Exemplar;

1.2.2                      it does not have any rights to the Software except as expressly granted in this Agreement; and

1.2.3                      Energy Exemplar retains ownership of all Intellectual Property Rights in and in relation to the Software, including any Software Updates.

1.3                      The Customer must:

1.3.1                      use the Software only for the applicable Licensed Purpose and subject to the limitations (such as maximum number of Named Users, Cores or other quantities, locations etc.) specified in the applicable Order Form;

1.3.2                      provide Energy Exemplar with the details of all Named Users of the Software and any updates to these details as they are changed in accordance with this Agreement; and

1.3.3                      comply with all applicable laws and regulations in relation to its use of the Software.

1.4                      Subject to clause 1.5, the Customer may request to increase the number of Named Users and/or Cores for the Software in respect of any year of the License Period (**Change Request**).

1.5                      The Customer acknowledges and agrees that it is only able to increase the number of Cores if the Customer has a subscription for PLEXOS Cloud Connect as specified in the applicable Order Form. In such circumstances, the Customer is only permitted to increase the number of Cores in increments of sixteen.

1.6                      On receipt of a Change Request, Energy Exemplar will respond to the Change Request setting out whether it agrees to implement the Change Request and any additional Fees payable by the Customer for the change.

1.7                      The Change Request will take effect when agreed in writing between the Parties.

### 2.                      Type of License

#### 2.1                      Named User License

Where a Named User License is specified in any Order Form, the license of the Software granted by Energy Exemplar under clause 1 of this Annex 1 is supplemented by the following terms:

2.1.1                      the Customer must ensure that the Software is only used or accessed by the Named Users, and that the number of Named Users does not exceed the maximum number specified in the applicable Order Form; and

2.1.2                      in the event that the Customer wants to change the identity of an individual who is a Named User under this Agreement then, provided that the maximum number of Named Users is not exceeded:

(a)                      where Energy Exemplar does not host the Software on behalf of the Customer, the Customer is able to change the identity of the Named User without notifying (or requiring action by) Energy Exemplar; and

(b)                      where Energy Exemplar hosts the Software on behalf of the Customer:

(i)                      the Customer must notify Energy



Exemplar in writing, within the support area of Energy Exemplar's website (<http://energyexemplar.com/clientarea>), of the email address of the individual who the Customer wants to become a Named User (**New User**) and the email address of the individual who they want to remove as a Named User (**Old User**); and

- (ii) Energy Exemplar will remove the Old User as a Named User and provide the Customer with a new login configured to the New User in order for the New User to use the Software.

- (a) unless this requirement has been expressly waived in the applicable Order Form, it is an academic institution;
- (b) either:
  - (i) it will offer and run at least one course per year using the Software; or
  - (ii) the Software will only be used by one Masters or PhD level student per year;
- (c) halfway through the License Period, the Customer will provide a report detailing the progress of courses and academic research projects using the Software;
- (d) at the end of each course and on the expiry of the License Period, Customer must complete and submit to Energy Exemplar a brief report, summarizing the course(s) in which the Customer used the Software, the number of students who attended, any feedback from the students in relation to the Software, details of academic research projects in which the Software was used and copies of publications which refer to the Software, and provide to Energy Exemplar the complete dataset used in connection with the Software for the completion of the work; and

## 2.2 Cores License

2.2.1 Where a Cores License is specified in any Order Form, the license of the Software granted by Energy Exemplar under clause 1 of this Annex 1 is supplemented by the following term:

- (a) the Customer must not use more than the maximum number of Cores specified in the applicable Order Form.

## 3. Licensed Purpose

### 3.1 Academic License

Where an Academic License is specified in any Order Form, the license of the Software granted by Energy Exemplar under clause 1 of this Annex 1 is supplemented by the following terms:

- 3.1.1 Energy Exemplar licenses the Software to the Customer only for academic research purposes that do not directly or indirectly support any commercial enterprise, government agency or industry body;
- 3.1.2 in order to receive an Academic License, the Customer represents, warrants and undertakes that:

3.1.3 in all publications and reports which use results obtained from the Customer and its Named Users' use of the Software, the Customer must refer to the Software and prominently attribute ownership of the Software to Energy Exemplar, including an acknowledgement that "*the results were obtained using software provided by Energy Exemplar pursuant to a research license*".

### 3.2 Dataset License

Where a Dataset License is specified in any Order Form, the license granted by Energy

Exemplar under clause 1 of Annex 1 is supplemented by the following terms:

3.2.1 each applicable Dataset is licensed to the Customer together with, and on the same terms as, the Software;

3.2.2 each Dataset is proprietary to Energy Exemplar, and Energy Exemplar retains ownership of all Intellectual Property Rights in and in relation to each Dataset;

3.2.3 in order to receive a Dataset License, the Customer represents, warrants and undertakes that:

(a) the Customer will use the Dataset solely for its own internal operation and purposes, including the Customer's satisfaction of any applicable auditing, financial reporting or regulatory requirements under this Agreement and at law; and

(b) the Customer will not redistribute, sell, publish or disclose the Dataset in whole or in part to any third party;

3.2.4 the Customer may only include portions of a Dataset (which must not comprise a significant amount of the Dataset):

(a) in a report that is provided to third parties provided that:

(i) the inclusion of such portions of the Dataset in any such report is incidental to the primary focus of the report and is limited to the amount reasonably necessary to support the conclusions or positions contained in such report;

(ii) in all publications and reports which use results obtained from the Customer and its Named Users' use of the Software, the Customer refers to the Software and

prominently attributes ownership of the Software to Energy Exemplar, including an acknowledgement in the following form: "*Energy Exemplar: [name of Dataset]*"; and

(iii) any use by the recipients of the report remains subject to the terms, conditions and limitations under this Agreement applicable to the Dataset, including the license grant and any license restrictions, and the Customer is responsible for all acts and omissions of the recipients of the report with respect to the Dataset, including any breach of the terms, conditions and limitations of this Agreement; and

(b) in regulatory proceedings in which the Customer is a party, provided that there is no disclosure of a material portion of the Dataset and the Customer keeps Energy Exemplar informed of developments except to the extent precluded by law.

#### **4. Customer's Obligations**

4.1 The Customer acknowledges and agrees that:

4.1.1 this Agreement applies to any Software Updates provided or made available by Energy Exemplar to the Customer from time to time; and

4.1.2 it is liable for the acts and omissions of any Named User as if a Named User's acts and omissions were those of the Customer itself.

4.2 The Customer must:

4.2.1 maintain accurate and up-to-date records of:

- (a) the number and location of all copies of the Software licensed to the Customer (if applicable);
  - (b) the number and identity of Named Users licensed to use the Software (if applicable); and
- 4.2.2 give reasonable access to the records referred to clause 4.2.1 of this Annex 1 on Energy Exemplar's request;
- 4.2.3 properly supervise and control the use of the Software by the Named Users in accordance with the terms of this Agreement;
- 4.2.4 maintain adequate security and safety for the protection and safe-keeping of the Software;
- 4.2.5 not copy, modify, translate or create any derivative work of all or any portion of the Software;
- 4.2.6 not display, disclose, sell, transfer, license, rent, lease, loan, provide or distribute all or any portion of the Software to any third party;
- 4.2.7 not reverse engineer, reverse assemble or otherwise attempt to gain access to the source code of all or any portion of the Software (except to the extent such acts may not be prohibited by law);
- 4.2.8 only operate the Software on the computers and at the locations detailed in the applicable Order Form; and
- 4.2.9 ensure that Named Users access and use the Software in accordance with clause 1 of this Annex 1.

## 5. Support

### 5.1 Provision of Technical Support

- 5.1.1 Energy Exemplar agrees to provide Technical Support for the Software, subject to the Customer's payment of the Fees.
- 5.1.2 Technical Support is used to provide a rapid and prioritized response to technical issues affecting all versions of the Software in use.

5.1.3 In order to receive Technical Support, the Customer must log a request in respect of each technical issue within the support area of Energy Exemplar's website (<http://energyexemplar.com/clientarea>). The Technical Support is made available by Energy Exemplar to the Customer during Business Hours.

5.1.4 Energy Exemplar will use commercially reasonable efforts to provide an initial response to a request made under clause 5.1.3 of this Annex 1 within 48 hours of the request.

5.1.5 Energy Exemplar neither warrants nor guarantees that all technical issues can be addressed in a particular timeframe or as required by the Customer.

5.1.6 In the event that the Customer requires:

- (a) a guaranteed level of technical support, responsiveness or resolution;
- (b) additional Technical Support; or
- (c) technical support in relation to any items referred to in clause 5.1.7 of this Annex 1,

then the agreed additional support and the applicable Fees for such additional support must be expressly specified in either the applicable Order Form or a variation of this Agreement.

5.1.7 Technical Support excludes:

- (a) correction of errors or defects caused by the Customer's use of the Software other than as expressly permitted by this Agreement;
- (b) correction of errors or defects caused by the Customer's modification, revision, variation, translation or alteration of the Software not authorized by Energy Exemplar;

- (c) diagnosis or correction of faults or errors in the Software caused in whole or in part by the use of third-party products or services;
- (d) diagnosis or correction of faults or errors on the Customer's computer systems or network;
- (e) correction of errors caused by the failure of the Customer to provide suitably qualified and adequately trained operating and programming staff for the operation of the Software;
- (f) training of operating or programming staff in excess of Energy Exemplar's standard 16 hours of included training;
- (g) development of market datasets for use with Software;
- (h) rectification of operator errors;
- (i) rectification of errors caused by an equipment fault;
- (j) equipment maintenance;
- (k) the provision and / or maintenance of accessories, attachments, supplies, consumables or associated items, whether or not manufactured or distributed by Energy Exemplar; and
- (l) correction of errors or defects which are the subject of a warranty or support under another agreement.

any Software Updates to the Customer.

5.2.2 Energy Exemplar will use commercially reasonable efforts to make Software Updates available as follows:

- (a) releases to maintain the Software are typically released every 2-3 months; and
- (b) major releases which address the functionality of the Software are typically released every 6 months.

5.2.3 Where Energy Exemplar does not host the Software on behalf of the Customer and Energy Exemplar has released a Software Update, the Customer must use reasonable efforts to install the Software Update. In any event, the Customer agrees that the version of the Software installed by the Customer is no more than two versions behind Energy Exemplar's latest version of the Software at any time.

5.2.4 Energy Exemplar neither warrants nor guarantees that Software Updates will be released in the timeframes in clause 5.2.2 of this Annex 1 or as required by the Customer.

5.2.5 When Software Updates are available, Energy Exemplar may notify the Customer through various communication channels, including by:

- (a) alerts via the Software;
- (b) email to Energy Exemplar's mailing list;
- (c) posting an announcement on Energy Exemplar's website; and
- (d) posting an announcement through social media, including LinkedIn.

## 5.2 Software Updates

5.2.1 Energy Exemplar may, from time to time, offer Software Updates to the Customer free of charge from the support area within Energy Exemplar's website (<http://energyexemplar.com/clientarea>). However, Energy Exemplar is under no obligation to provide

## 5.3 Documentation

5.3.1 Energy Exemplar will make the then current documentation and other materials relating to the Software available from the

support area within Energy Exemplar's website (<http://energyexemplar.com/clientarea>).

5.3.2 The Customer acknowledges and agrees that:

- (a) the documentation and materials may be updated by Energy Exemplar from time to time without notice to the Customer; and
- (b) no printed documentation or materials are supplied with the Software.

## Annex 2 Cloud Services

Cloud Services, Energy Exemplar will:

- (a) advise the Customer whether or not an Error exists; and
- (b) where an Error exists, advise the Customer of any potential solution or workaround.

These terms are applicable where Cloud Services are specified in section 2 (Cloud Services) of any Order Form.

### 1. Cloud Services

#### 1.1. Cloud Services

Energy Exemplar must provide the Cloud Services in accordance with any documentation provided by Energy Exemplar pursuant to clause 1.2 of this Annex 2.

- 1.3.4. Energy Exemplar shall, acting reasonably and in consultation with the Customer, categorize, respond to and make commercially reasonable efforts to correct an Error or provide a workaround to an Error.

#### 1.2. Documentation

Energy Exemplar will make the documentation and other materials relating to the Cloud Services available from the support area within Energy Exemplar's website (<http://energyexemplar.com/clientarea>). Such documentation and materials may be updated by Energy Exemplar from time to time without notice to the Customer.

- 1.3.5. Energy Exemplar may, at any time and acting reasonably and in consultation with the Customer, vary the severity assigned to any reported Error under clause 1.3.4 of this Annex 2 where:

#### 1.3. Support Services

1.3.1. Energy Exemplar agrees to:

- (a) answer general questions on the use and operation of the Cloud Services;
- (b) investigate and resolve reported problems with the Cloud Services in accordance with this clause 1.3 of this Annex 2; and
- (c) provide Updates to the Cloud Services in accordance with clause 4 of this Annex 2 for the Term.

- (a) the Error meets the criteria defined for the revised severity; or
- (b) the resolution time designated for the original or upgraded severity has lapsed without resolution of the Error.

- 1.3.6. While every effort will be made to provide a resolution to an Error, including by workaround or patch, Energy Exemplar cannot guarantee a resolution within any specific time period.

1.3.2. The Customer must nominate one or more representatives responsible for liaising with Energy Exemplar for maintenance services or general inquiries. The Customer may, from time to time, replace its representatives with reasonable notice to Energy Exemplar.

#### 1.4. Service Levels

1.3.3. Upon receipt of a report from the Customer about an Error with the

- 1.4.1. The Customer must promptly notify Energy Exemplar of any faults in relation to the provision of the Cloud Services.

- 1.4.2. If Energy Exemplar fails to perform its required obligations with respect to any Service Level, then the Customer is entitled to receive (and Energy Exemplar must promptly pay) the applicable Service Credits in accordance with this clause 1.4 of this Annex 2 and Schedule 1.

- 1.4.3. The Customer's rights and remedies under this clause 1.4 of this Annex 2 and Schedule 1 are

the sole and exclusive remedy available to the Customer under the terms and conditions of this Agreement for a failure to provide the Cloud Services or meet the Service Levels, and the Customer has no other rights or remedies in relation to any such failure by Energy Exemplar.

## 1.5. Security

Energy Exemplar implements security for the protection of Customer Data and the integrity of the Cloud Services, which includes encryption for data transmission and multiple layers of security to protect Customer Data. These security practices, which are frequently reviewed and updated by Energy Exemplar, are available at <https://energyexemplar.com/ara-security/>.

## 2. Terms of Use

### 2.1. Access

Subject to the Customer's compliance with the terms and conditions of this Agreement, Energy Exemplar grants to the Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Cloud Services during the Term solely for the Customer's own internal purposes.

### 2.2. Customer Account

2.2.1. In order to access the Cloud Services, the Customer must have a Customer Account.

2.2.2. The Customer is solely responsible for:

- (a) all acts and activities that occur using the Customer Account, including any unauthorized use of the Customer Account or any unauthorized, excessive or incomplete use of the Cloud Services, whether undertaken by the Customer, its personnel or any third party; and
- (b) all losses, costs, damages and expenses that are incurred as a result of lost, stolen or compromised log-in credentials for the Customer Account or any other unauthorized use of the Customer Account.

### 2.3. Conditions

2.3.1. In order to use the Cloud Services, the Customer must have a current license of the Software pursuant to this Agreement.

2.3.2. The Customer must only use the Cloud Services:

- (a) in accordance with the terms of this Agreement; and
- (b) in accordance with the normal operating procedures as notified by Energy Exemplar from time to time.

2.3.3. The Customer must not (directly or indirectly):

- (a) copy, alter, modify or reproduce the Cloud Services;
- (b) reverse engineer, reverse assemble, reverse compile or otherwise attempt to gain access to the source code of the whole or any part of the Cloud Services (except to the extent such acts may not be prohibited by applicable law);
- (c) attempt to bypass any security measures within the Cloud Services; or
- (d) display, disclose, sell, resell, transfer, license, sublicense, repurpose, rent, lease, loan, provide, distribute or redistribute all or any portion of the Cloud Services.

2.3.4. The Customer must only access the Cloud Services via equipment specified by Energy Exemplar as meeting the relevant operational requirements. The Customer must also maintain adequate internet connection bandwidth to be able to access the Cloud Services and download any Customer Data to its local hardware. The Customer acknowledges and agrees that, if the Customer chooses to access the Cloud Services via any other

equipment or does not maintain adequate bandwidth:

- (a) the functionality of the Cloud Services may be reduced or materially affected; and
- (b) the Customer will be using such alternative equipment at the Customer's sole risk.

2.3.5. The Customer is not restricted to:

- (a) the number of physical hardware systems or devices through which the Cloud Services are accessed; or
- (b) the number of Named Users accessing or utilizing the Cloud Services,

provided that:

- (a) each Named User must:
  - (i) be individually licensed to use the Software pursuant to this Agreement;
  - (ii) comply with the terms and conditions of this Agreement;
  - (iii) have individual log-in credentials for the Customer Account; and
  - (iv) use the Cloud Services solely for the purpose of and in connection with the Customer's business; and
- (b) the Customer remains liable for all actions and inactions of its Named Users who access and use the Cloud Services.

## 2.4. Suspension of Cloud Services

2.4.1. Energy Exemplar may suspend the Customer's access to the Cloud Services if:

- (a) Energy Exemplar believes, in its sole discretion, that the Customer has breached any

of the provisions of this Agreement or otherwise failed to perform any of its obligations under this Agreement, including any payment obligations;

(b) the Customer's use of the Cloud Services:

- (i) is fraudulent or may cause Energy Exemplar to be subject to liability;
- (ii) breaches any applicable law; or
- (iii) otherwise poses a risk to the Cloud Services, Energy Exemplar, the System Infrastructure or any third party; or

(c) the Customer becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration.

2.4.2. If Energy Exemplar suspends the Customer's access to the Cloud Services, the Customer:

- (a) will not be entitled to access the Cloud Services during the suspension; and
- (b) will not be entitled to any Service Credits or any other relief or remedies as a result of the suspension.

## 3. Customer Obligations

### 3.1. General

3.1.1. The Customer must:

- (a) maintain accurate and up-to-date records of the number of Named Users and provide Energy Exemplar (or its nominated representative) with reasonable access to those records on Energy Exemplar's request;
- (b) properly supervise and control the use of the Cloud Services by the Named



- Users in accordance with the terms of this Agreement;
- (c) not do anything that would interfere with or otherwise disrupt the provision of the Cloud Services to, or the enjoyment of the Cloud Services by, the Customer or any other customer of Energy Exemplar;
  - (d) not use the Cloud Services to transmit any materials, or store any data, files or content, that is unlawful, immoral, libellous, pornographic, vulgar, defamatory, abusive, insulting, threatening, obscene, inflammatory, offensive or otherwise inappropriate or objectionable;
  - (e) not transmit any materials that contain Viruses;
  - (f) not use the Cloud Services, or its knowledge of the Cloud Services, to create (or engage or assist a third party to create) products or services that compete, whether in whole or in part, with Energy Exemplar's products and services (including the Cloud Services);
  - (g) not access or attempt to access the System Infrastructure without Energy Exemplar's prior written consent;
  - (h) not disclose log-in credentials supplied by Energy Exemplar to access the Cloud Services to any person other than Named Users;
  - (i) maintain adequate security and safety procedures for the protection and safe-keeping of the Cloud Services, including to protect against any malware;
  - (j) notify Energy Exemplar promptly of any actual or suspected unauthorized

access to the Cloud Services or the Customer Account or any breach of the Customer's security measures which relates to the Cloud Services or the Customer Account; and

- (k) ensure that Named Users access and use the Cloud Services in accordance with the terms and conditions of this Agreement.

### 3.2. Customer Data

3.2.1. As between the Parties, the Customer owns all Intellectual Property Rights in the Customer Data. The Customer grants Energy Exemplar a royalty-free, non-exclusive, revocable license to host, copy, transmit, display and otherwise use the Customer Data during the Term for the sole purpose of providing the Cloud Services and performing Energy Exemplar's other obligations under this Agreement.

3.2.2. Energy Exemplar is not responsible for:

- (a) checking or validating the Customer Data or any simulations or calculations initiated by the Customer;
- (b) ensuring that the Customer Data is free from any errors, inaccuracies or contamination;
- (c) monitoring the Customer's use of the Cloud Services or Customer Data or any of the Customer's activities in connection with the Cloud Services (except as necessary in order to troubleshoot any Errors and determine the Customer's use of the Cloud Services for purposes of billing for such use); or
- (d) exercising any control over the content of any Customer Data.

3.2.3. The Customer acknowledges that it is solely responsible for:

- (a) ensuring the Customer Data is accurate, complete and appropriate;
- (b) all modifications to, or deletions of, the Customer Data;
- (c) taking all necessary steps to secure, protect, backup and archive all of the Customer Data, including any encryption that may be required to prevent unauthorized access to the Customer Data;
- (d) the security of all log-in credentials to access the Cloud Services; and
- (e) ensuring that the Customer Data, and the use of the Customer Data by Energy Exemplar in connection with the Cloud Services, complies with all applicable laws.

Cloud Services at any time and for any reason (including as the result of a change in a Third-Party Product) without penalty.

4.2.2. Prior to Energy Exemplar modifying, changing or discontinuing the Cloud Services or any part of the Cloud Services in a manner that results in a material change to the Cloud Services that adversely affects the Customer, Energy Exemplar will notify the Customer of the change.

4.2.3. Upon receiving the notice, the Customer may terminate this Agreement by providing written notice to Energy Exemplar within 30 days of receipt of the notice. In the event of a termination pursuant to this clause 4.2.3 of this Annex 2, Energy Exemplar will refund to the Customer a pro rata portion of any Cloud Fees previously paid by the Customer for any period of time after the date of termination.

4.2.4. If the Customer does not provide notice to Energy Exemplar that it is terminating this Agreement within this 30 day period, the Customer is deemed to have accepted the change to the Cloud Services and is not permitted to terminate this Agreement pursuant to this clause 4.2.4 of this Annex 2 as a result of such change.

#### **4. Updates and Changes to the Cloud Services**

##### **4.1. Updates**

4.1.1. Energy Exemplar may offer Updates to the Cloud Services from time to time, provided that if Energy Exemplar does so, it will only make such Updates after providing advance notice to the Customer. Energy Exemplar will use reasonable efforts to make available to the Customer, on a quarterly basis, a schedule of any Updates for the upcoming quarter, but in certain circumstances may be limited in the amount of notice it will be able to provide (i.e. for Updates that address an emergency).

4.1.2. This Agreement will continue to apply in all respects to any Update, which shall be deemed to be included in the Cloud Services for the purpose of this Agreement.

##### **4.2. Changes**

4.2.1. Energy Exemplar has the right to modify, change or discontinue the

#### **5. Effect of Termination**

Within 30 days of termination of this Agreement, on written request by the Customer, Energy Exemplar will make commercially reasonable efforts to make available to the Customer any Customer Data that is being stored at the time of termination or expiry of this Agreement in connection with the Customer's use of, and access to, the Cloud Services.

# Schedule 1 Service Level Agreement

to claim Service Credits in accordance with this Service Level Agreement.

## Definitions

**Actual Uptime** means Scheduled Uptime minus any Outages.

**Available** or **Availability** means the amount of time that the Cloud Services are available for use by a Named User for any month during the Term. It will be expressed as a percentage based on the following calculation:

$$\text{Availability} = (\text{Actual Uptime divided by Scheduled Uptime}) \text{ multiplied by } 100$$

**Outage** means any interruption of the Cloud Services (other than as a result of a Force Majeure Event) for more than 30 minutes during which:

- a. a Named User is unable to access the Cloud Services; or
- b. the performance of the Cloud Services is sufficiently degraded such that a Named User is unable to use the Cloud Services for the intended purpose.

**Scheduled Outages** means any Outage that is scheduled by Energy Exemplar in advance.

**Scheduled Uptime** means the amount of time that the Cloud Services are scheduled to be Available, deducting time for any Scheduled Outages.

## 1. Availability

- a. Energy Exemplar will use reasonable efforts to make the Cloud Services Available 24 hours a day, 365 days per year. If Energy Exemplar fails to meet the Availability target set out in clause 3.a of this, the Customer will be eligible to claim Service Credits in accordance with this Service Level Agreement.
- b. Energy Exemplar will use reasonable efforts to provide at least 24 hours prior notice of any Scheduled Outage.

## 2. Response Time

- a. Energy Exemplar will use reasonable efforts to respond to any issues regarding the Cloud Services raised by the Customer within four hours of notification of the issue from the Customer to Energy Exemplar (**Response Time**). If Energy Exemplar fails to meet the Response Time target set out in clause 3.b of this Schedule 1, the Customer will be eligible

## 3. Service Credits

- a. If the Availability of the Cloud Services falls below 99.5% for any given month during the Term, the Customer may notify Energy Exemplar of the failure within 5 Business Days of the end of the applicable month with specifics regarding the Errors that caused the failure. If Energy Exemplar confirms that the Availability fell below 99.5% for that month, Energy Exemplar will pay to the Customer a Service Credit of 5% of the Cloud Fees for that month.
- b. If the Response Time falls below 95% for any given month during the Term, the Customer may notify Energy Exemplar of the failure within 5 Business Days of the end of the applicable month with specifics as to the failures to respond within the Response Time. If Energy Exemplar confirms that the Response Time fell below 95% for that month, Energy Exemplar will pay the Customer a Service Credit of 5% of the Cloud Fees for that month.
- c. Energy Exemplar will pay any Service Credits that are due to the Customer pursuant to this Service Level Agreement within 60 days of the determination by Energy Exemplar that the Service Credit is due and payable.

Notwithstanding anything to the contrary in this Service Level Agreement or the Agreement, the Customer will only be eligible to receive a Service Credit up to 3 times during the Term.

## Signature Page

**IN WITNESS WHEREOF, the Parties hereto have set forth their agreements and understandings of the day and date above first written.**

**Executed** for and on behalf of **Energy Exemplar** by:

---

Signature authorized representative

Dan Mooy, SVP - Americas

---

Print full name and Title

**Executed** for and on behalf of **Customer** by:

---

Signature authorized representative

---

Print full name and Title

---

## Annex 3      Third Party Product Terms

1. Unless otherwise specified in any Order Form, CPLEX, a Third-Party Product, is provided to the Customer together with or as part of the Software. The terms that apply to CPLEX are the terms at <http://www-03.ibm.com/software/sla/sladb.nsf>, which apply as between the Customer and IBM.
2. If any Order Form specifies that a Third-Party Product other than CPLEX will be provided together with or as part the Software, the associated terms for such Third Party Product will apply. Such terms are as follows for the specified Third-Party Product:
  - 2.1 for Xpress-MP: the terms at <file:///C:/Users/bqt/Downloads/Xpress%20Shrinkwrap%20License%20Agreement.pdf>, which apply as between the Customer and Fair Isaac Corporation;
  - 2.2 for Gurobi: the terms at <https://www.gurobi.com/wp-content/uploads/2020/01/EULA.pdf>, which apply as between the Customer and Gurobi Optimization, LLC; and
  - 2.3 for MOSEK: the terms at <http://docs.mosek.com/license/license.pdf>, which apply as between the Customer and MOSEK ApS,
3. By using the Software, the Customer agrees to and accepts the terms for the relevant Third Party Product as specified in clause 1 or clause 2 above (as applicable).

# Certification of Sole Source

## **3-111 Sole Source Procurements**

(1) *Conditions for Use.* A Contract may be awarded for Supplies or Services as a Sole Source when, pursuant to the Operational Procedures, the Chief Procurement Officer or Designee determines that:

- (a) there is only one justifiable source for the required Supplies or Services; or
- (b) a service is a follow-up of Services that may only be done efficiently and effectively by the Company that rendered the initial Services to JEA, provided the initial procurement was competitive.

**COMMENTARY:**

This method of procurement involves no competition and should be utilized only when justified and necessary to serve JEA needs. This Code contemplates that the chief purchasing officer promulgate operational procedures that establish standards applicable to procurement needs that may warrant award on a sole source basis.

## **Name of Contractor or Supplier**

Energy Exemplar

## **Description of Services or Supplies**

PLEXOS Market Simulation Software with production modeling and capacity expansion modeling capabilities. Will be used to help develop an annual Ten Year Site Plan and Integrated Resource Plan.

## **Certification**

I the undersigned certify that:

X there is only one justifiable source for the required supplies, services, construction or real estate; or  
     this is a professional service which is a follow-up of services that may only be done efficiently and effectively by the firm that previously rendered the initial services to JEA

*(Fill in with explanation)*

*Melinda Fischer*

1/22/2021

\_\_\_\_\_  
Signature of Business Unit Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nathan Woyak 2/4/2021

\_\_\_\_\_  
Signature of Procurement Services Manager

\_\_\_\_\_  
Date

---

Contract or Purchase Order Number: \_\_\_\_\_ N/A \_\_\_\_\_ Amount: \$ \_\_\_\_\_ 920,000.00 \_\_\_\_\_

---

***This Certification shall be attached to the purchase order when routed for approval.  
This sole source procurement shall be reported to the JEA Board in accordance with***

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**Section 1-113(2) of the JEA Purchasing Code**


CONFLICT OF INTEREST CERTIFICATE

Contract:

Bidder/Proposer must execute this form, if applicable, relative to Florida Statute 112.313. Failure to submit this form, if applicable, may result in rejection of a Bid/Proposal.

I hereby certify that the following named JEA official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company submitting a Bid/Proposal and have filed Conflict of Interest statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to Bid/Proposal opening.

Name	Title or Position	Date of Filing
<i>Not Applicable</i>		

  
\_\_\_\_\_  
Signature

*DAN MOOY - SUP*  
\_\_\_\_\_  
Name of Authorized Representative of Company  
(type or print)

*ENERGY EXEMPLAR*  
\_\_\_\_\_  
Company Name

*420 E S. TEMPLE, SLC UT 84111*  
\_\_\_\_\_  
Business Address

*SLC, UT. 84111*  
\_\_\_\_\_  
City, State, Zip Code

# PLEXOS Sole-Source

## Executive Summary

Electric Generation Planning (GP) would like to sole-source PLEXOS modeling software from Energy Exemplar. PLEXOS is capable of performing production modeling and capacity expansion modeling, both of which are needed by GP to perform its core business functions. These include performing an annual Integrated Resource Plan (IRP) update as required by JEA Board Policy Manual, Policy Number 1.1.1 and developing an annual Ten-Year Site Plan (TYSP) report for the Florida Public Service Commission (FPSC). GP can be up and running with PLEXOS in less than two months with the support of JEA’s partner, The Energy Authority (TEA), who has recently converted to this software and has created and validated all of JEA’s electric system input data.

JEA currently owns three software that do not meet GP’s needs: PROSYM, e7 and GenTrader.

- PROSYM is outdated and unsupported; JEA was temporarily allowed to keep PROSYM at no additional cost to help validate e7 results, but GP does not know if they will be required to relinquish the software in the future. PROSYM does not have capacity expansion modeling capabilities.
- e7 is slow and inefficient and has stochastic modeling issues that results in GP frequently falling back to using PROSYM. e7 also does not have capacity expansion modeling capabilities.
- GenTrader struggles with large quantities of data resulting in GP only being able to run a single year at a time, which quickly becomes unrealistic for modeling multiple 20-year scenarios and sensitivities. GenTrader also does not have capacity expansion modeling capabilities.

GP reached out to the other electric utilities in Florida and industry peers to benchmark the modeling software they use and came back with the following:

Software	PnR/e7	GenTrader	PLEXOS	Aurora	EnCompass
<b>Owner</b>	ABB	PCI	Energy Exemplar	Energy Exemplar	Anchor Power Solutions
<b>Software Capability</b>	<ul style="list-style-type: none"> <li>• Production modeling</li> <li>• Capacity expansion modeling (optional add-on)</li> </ul>	<ul style="list-style-type: none"> <li>• Production modeling</li> </ul>	<ul style="list-style-type: none"> <li>• Production modeling</li> <li>• Capacity expansion modeling</li> </ul>	<ul style="list-style-type: none"> <li>• Production modeling</li> <li>• Capacity expansion modeling</li> </ul>	<ul style="list-style-type: none"> <li>• Production modeling</li> <li>• Capacity expansion modeling</li> </ul>
<b>Utility/Company</b>	<ul style="list-style-type: none"> <li>• City of Tallahassee</li> <li>• Seminole Electric</li> <li>• Tampa Electric</li> <li>• JEA: GP &amp; Fuels</li> <li>• <i>Previously used by Duke Energy until the beginning of 2021</i></li> <li>• <i>Previously used by TEA</i></li> </ul>	<ul style="list-style-type: none"> <li>• Gainesville Regional Utilities (GRU)</li> <li>• Orlando Utilities Commission (OUC)</li> <li>• JEA: SOCC</li> </ul>	<ul style="list-style-type: none"> <li>• The Energy Authority (TEA)</li> <li>• Sacramento Municipal Utility District (SMUD)</li> <li>• National Energy Technology Laboratory (NETL)</li> <li>• US Department of Energy (DOE)</li> </ul>	<ul style="list-style-type: none"> <li>• Florida Power &amp; Light (FPL)</li> <li>• Gulf Power</li> </ul>	<ul style="list-style-type: none"> <li>• Duke Energy</li> </ul>



## PLEXOS Sole-Source

Both e7 and GenTrader have already been proven to not meet GP's needs. Aurora and EnCompass are able to meet GP's needs for production modeling and capacity expansion modeling, however, they would require GP to dedicate a year's worth of time to learning, setting up, troubleshooting, and validating the model and GP would only be able to rely on the software vendor to provide support, which may come with additional costs. EnCompass also does not offer a cloud-based solution and would require hosting on JEA's servers with potential additional equipment upgrade costs. GP may be at risk of discovering multiple unresolved issues with the software which could lengthen the implementation process, and at worst, could cause GP to begin sourcing for alternative software.

PLEXOS not only meets GP's needs in terms of modeling capabilities, but TEA has also recently switched over to using PLEXOS and has successfully performed multiple market power purchases and sales analyses for JEA using the software. TEA will be able to help GP bypass six months of set up and troubleshooting by providing GP with input data for JEA's electric system that has already been tested and validated. GP will be able to immediately begin optimizing the model and getting it prepared for next fiscal year's IRP update and TYSP report, and other generation planning analyses. TEA will be able to help debug any modeling errors and can serve as a backup to run models for GP in the event GP is unable to. TEA has also offered to provide in-depth training which will cut down on costs during implementation. Therefore, GP is looking to sole-source PLEXOS as the modeling software that best fits its needs and is confident that it will remain supported for many years.

### Electric Generation Planning Overview

Electric Generation Planning (GP) is responsible for developing long-term generating resource forecasts and strategies for JEA that provide reliable power in the most optimized and cost-effective way. Some of the major responsibilities of GP include:

- Integrated Resource Plan (IRP) that looks at the needs of the JEA system over the next 10 to 30 years and shows what the most optimized and cost-effective power supply options are. This includes analyzing potential retirement and replacement of older generating units and subsequent generating unit additions to meet JEA customers' future electricity demands.
- The Florida Public Service Commission (FPSC) Ten Year Site Plan (TYSP) report that shows JEA's electric system plan for the next 10 years.

GP uses modeling software to assist with developing these reports and other long-term planning analyses. This modeling software needs to be capable of performing:

- Production Modeling – To produce near- and long-term forecasts of electric system operation, and variable operating and production costs to meet projected customer electricity demands.
- Capacity Expansion Modeling – To determine the best generating resource expansion plan to meet projected customer electricity demands in terms of economics, system reliability and flexibility, fuel supply reliability and diversity, and environmental rules and regulations.

# PLEXOS Sole-Source

## Current Software Issues

Within JEA, there are currently three software that are capable of performing production modeling, but there is no software that can perform capacity expansion modeling. The following table shows the software that JEA owns and the issues GP has faced with them.

Production Modeling Software	Owner	Issues
PROSYM	ABB	<ul style="list-style-type: none"><li>• Outdated and unsupported</li><li>• Less features</li><li>• May be required to relinquish it in the future</li><li>• Does not include capacity expansion modeling capabilities</li></ul>
e7	ABB	<ul style="list-style-type: none"><li>• Slow loading times</li><li>• Long run times</li><li>• Unresolved stochastic modeling convergence issues</li><li>• Minimal technical support</li><li>• R&amp;D focused on developing a new software</li><li>• JEA's version of e7 does not include capacity expansion modeling capabilities</li></ul>
GenTrader	PCI	<ul style="list-style-type: none"><li>• Long run times</li><li>• Unable to handle a large quantity of data</li><li>• Can only model one year at a time</li><li>• Does not include capacity expansion modeling capabilities</li></ul>

GP has been using PROSYM modeling software for many years but it is now outdated and unsupported. GP acquired e7 in 2017 to replace PROSYM but it never fully became what GP envisioned and they ran into multiple issues with it during testing. GP consistently experienced slow loading times, long run times, and minimal technical support. e7 also has unresolved stochastic modeling convergence issues that can render the model inaccurate. ABB offers a separate capacity expansion planning add-on for e7, but it is not cost-effective considering the other all-in-one software packages available on the market. In addition, the capacity expansion add-on would essentially be defective without a functioning stochastic model. In discussions with The Energy Authority (TEA) as to why they stopped using e7, they shared their discovery of similar issues with the software and that ABB is moving all of its research and development (R&D) towards a new platform, speculating that e7 has been abandoned and will eventually become unsupported.

The Bulk Power Operations (SOCC) group currently uses GenTrader, which is geared more towards operations and short-term modeling. In prior testing, GP experienced long run times and the inability for the model to handle large amounts of data, resulting in GP having to run the model a single year at a time. This quickly became unrealistic for modeling multiple 20-year scenarios and sensitivities. GenTrader also does not have the needed capacity expansion modeling capabilities.

## PLEXOS Sole-Source

GP previously owned a capacity expansion modeling software known as Electric Generation Expansion Analysis System (EGEAS). When the software became outdated and unsupported in the early 2010s, GP dropped the software and did not source for a replacement. GP did not replace EGEAS for the following reasons:

- There was no affordable, stand-alone capacity expansion modeling software available at the time
- JEA’s sales were impacted by the recession, and the Peak and Energy forecast showed that JEA did not need new generating resources for the next 10 years
- JEA was undergoing budget reduction

GP’s decision at that time was to source for a replacement once the economy recovers and when there is a need for new generating resources. JEA is now at the point of potentially needing new generating resources to replace aging generating fleets (such as Northside Unit 3 and Northside CTs), and needs a software capable of performing production modeling and capacity expansion modeling, especially after JEA completes a formal IRP in 2021/2022, to determine the best capacity expansion plan for JEA.

### Available Software

Since none of the software JEA owns currently meets GP’s needs, GP started researching the other options available on the market. GP contacted all of the electric utilities in Florida and industry peers to benchmark the modeling software they use. GP’s research showed that there are five active modeling software options available to JEA. The table below shows these five options and the companies that use them.

Software	PnR/e7	GenTrader	PLEXOS	Aurora	EnCompass
<b>Owner</b>	ABB	PCI	Energy Exemplar	Energy Exemplar	Anchor Power Solutions
<b>Software Capability</b>	<ul style="list-style-type: none"> <li>• Production modeling</li> <li>• Capacity expansion modeling (optional add-on)</li> </ul>	<ul style="list-style-type: none"> <li>• Production modeling</li> </ul>	<ul style="list-style-type: none"> <li>• Production modeling</li> <li>• Capacity expansion modeling</li> </ul>	<ul style="list-style-type: none"> <li>• Production modeling</li> <li>• Capacity expansion modeling</li> </ul>	<ul style="list-style-type: none"> <li>• Production modeling</li> <li>• Capacity expansion modeling</li> </ul>
<b>Utility/Company</b>	<ul style="list-style-type: none"> <li>• City of Tallahassee</li> <li>• Seminole Electric</li> <li>• Tampa Electric</li> <li>• JEA: GP &amp; Fuels</li> <li>• <i>Previously used by Duke Energy until the beginning of 2021</i></li> <li>• <i>Previously used by TEA</i></li> </ul>	<ul style="list-style-type: none"> <li>• Gainesville Regional Utilities (GRU)</li> <li>• Orlando Utilities Commission (OUC)</li> <li>• JEA: SOCC</li> </ul>	<ul style="list-style-type: none"> <li>• The Energy Authority (TEA)</li> <li>• Sacramento Municipal Utility District (SMUD)</li> <li>• National Energy Technology Laboratory (NETL)</li> <li>• US Department of Energy (DOE)</li> </ul>	<ul style="list-style-type: none"> <li>• Florida Power &amp; Light (FPL)</li> <li>• Gulf Power</li> </ul>	<ul style="list-style-type: none"> <li>• Duke Energy</li> </ul>

JEA currently owns e7 and GenTrader, whose issues are discussed in the previous section. This leaves PLEXOS, Aurora, and EnCompass as the only potential options to meet GP’s needs. PLEXOS is the flagship software from Energy Exemplar that includes production modeling, capacity expansion modeling, and transmission analysis capabilities. Aurora is a secondary software that Energy Exemplar acquired recently and is very similar in capabilities to PLEXOS but has less features and less R&D directed towards it. EnCompass is also very similar in capabilities to PLEXOS and Aurora but has less overall market share.

# PLEXOS Sole-Source

## Why PLEXOS?

PLEXOS and Aurora both have production modeling, capacity expansion modeling, and transmission analysis capabilities but PLEXOS receives most of the R&D and has more features than Aurora.

Some of the advantages PLEXOS has over Aurora are:

- Mixed integer programming for unit commitment which tends to offer more precise commitment and dispatch results
- Co-optimization of energy and ancillary services which is important to maintain system reliability
- Interleaved day-ahead, hour-ahead, and real-time market sequential simulations which is helpful in looking at detailed reliability metrics and examining intermittent resources
- Custom constraints for renewables and storage allowing for hybrid resources and detailed modeling against different reliability constraints
- Sub-hourly modeling down to 1 second
- Future storage modeling

Over the years, GP has witnessed other software that is acquired by a major company eventually becoming unsupported and believe such will be the case for Aurora.

In addition, TEA recently switched over to using PLEXOS in 2020 and has successfully performed multiple market power purchases and sales analyses for JEA. TEA has offered to provide input data from their model and support to GP shall they acquire the software. This will allow GP to bypass six months of set up and troubleshooting by using input data for the JEA electric system that has already been tested and validated. GP will be able to immediately begin optimizing the model and getting it prepared for next fiscal year's IRP update and TYSP report, and other generation planning analyses. TEA will be able to help debug any modeling errors and can serve as a backup to run models for GP in the event GP is unable to. TEA has also offered to provide in-depth training which will cut down on costs during implementation.

EnCompass has production modeling and capacity expansion modeling capabilities but is missing this key advantage. GP needs to get the model implemented and optimized as soon as possible to meet JEA Board Policy 1.1.1 and to perform any generation planning analyses that are requested. Both Aurora and EnCompass will require GP to dedicate a years' worth of time to learning, setting up, troubleshooting, and validating the model which may not allow GP to produce an IRP update in the next fiscal year. GP may also be at risk of discovering multiple unresolved issues with the software that could lengthen the implementation process, and at worst, could cause GP to begin sourcing for alternative software. GP would only be able to rely on the software vendor to provide support, which could also come with additional costs. Having TEA support with PLEXOS will provide efficiency improvements that will be crucial to GP meeting its objectives in a timely manner.

Encompass also has a smaller customer base and smaller support staff than PLEXOS. PLEXOS has the largest customer base of energy system simulation software with over 350 customers globally. They also have the largest dedicated energy system simulation software team with over 40 people on the support staff and over 70 developers, which is seven times larger than EnCompass. This has allowed Energy

## PLEXOS Sole-Source

Exemplar to successfully develop multiple modeling templates for different emerging technologies and complex energy resource pairings (such as solar and battery storage) that they can share with their customers. This will be very useful to JEA when developing long-term innovative resource strategies.

EnCompass does not offer a cloud-based solution and would require hosting on JEA's servers with potential additional equipment upgrade costs. The cloud-based version of PLEXOS is faster, data entry is more efficient, and load times are very minimal. The cloud-based solution provides an easier onboarding process and will allow GP to get updates to the software as soon as they become available.

### Conclusion

PLEXOS is the best available modeling software option on the market that will meet all of GP's needs. ABB's e7 has multiple issues, and instead of fixing those issues, ABB is directing most of their R&D towards a new software. GenTrader is more geared towards operations and short-term modeling and proved to be inefficient during testing. GP needs a modeling software with capacity expansion capabilities so that they can produce an IRP every year and stay in compliance with JEA's Board Policy Manual. Capacity expansion modeling capabilities aren't included with the base e7 package and isn't an option with GenTrader at all. Aurora and PLEXOS are owned by the same company and they cost the same, but Aurora has less features and the majority of the R&D is being directed towards PLEXOS. EnCompass has the needed capacity expansion capabilities but it will not come with the same data and support that TEA will provide GP. TEA will help GP get a head start in setting up the PLEXOS model by providing input data for the JEA system that has already been tested and validated. This will allow GP to immediately begin optimizing the model for next year's IRP update and TYSP report, and other generation planning analyses. For these reasons, GP thinks PLEXOS should be sole-sourced because it is the modeling software option that best fits its needs and it has advantages over all of the other options on the market.

Description	JEA QTY	JEA Annual Cost	DOE QTY
Named Plexos User Licenses	5	160,000	3
Plexos Cloud Workspace subsription	5	24,000	N/A
Total		184,000	

DOE Annual Cost	National Energy Tech Lab Annual Qty	National Energy Tech Lab Annual Cost
154,000	5	213,000
N/A	N/A	N/A
154,000		213,000



## Formal Bid and Award System

Award #5 April 1, 2021

**Type of Award Request:** CONTRACT INCREASE  
**Requestor Name:** Akrayi, Jamila – Mgr. Project Management  
**Requestor Phone:** (904) 665-4838  
**Project Title:** General Construction Services - Electric Plants  
**Project Number:** Various  
**Project Location:** JEA  
**Funds:** Capital and O&M  
**Award Estimate:** \$6,535,000.00

### Scope of Work:

JEA is seeking the services of experienced industrial contractors that possess technical expertise in the operations, maintenance, and construction of a large, municipal electric utility for repair and maintenance projects. The work will consist primarily of capital and O&M projects that are planned or developed over the course of a five (5) year contract period. Individual projects may vary widely in size and scope and will be assigned via Task Authorization. The construction and maintenance activities performed under this contract will take place primarily at the electric production plants; however, they can also occur at various locations and business units within JEA. Individual projects that must be bid as separate sealed bids and publically advertised under Chapter 255 of Florida Statutes will be accomplished by independent solicitations and will not be processed under these contracts.

**JEA IFB/RFP/State/City/GSA#:** 078-17

**Purchasing Agent:** Lovgren, Rodney Dennis

**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Current NTE Amount	Contract Increase	New NTE Amount
WG YATES & SONS CONSTRUCTION CO	Alan Williams	awilliams@wgyates.com	\$15,550,000.00	\$4,249,000.00	\$20,644,000.00
WILLIAMS INDUSTRIAL SERVICES LLC	Shawn Landrum	slandrum@wisgrp.com	\$10,000,000.00	\$0	\$10,000,000.00
WW GAY MECHANICAL CONTRACTORS INC.	Keith Foster	kfoster@wwgmc.com	\$12,550,000.00	\$2,286,000.00	\$15,030,000.00

**Amount of Original Award:** \$30,000,000.00

**Date of Original Award:** 08/03/2017

**Contract Increase Amount:** \$6,535,000.00

### List of Previous Increases

Amount	Date
\$8,100,000.00	12/19/2019

**New Not-To-Exceed Amount:** \$44,635,000.00



**Contract Term** Five (5) Years, One (1) – 1 Yr. Renewal  
**Begin Date (mm/dd/yyyy):** 08/14/2017  
**End Date (mm/dd/yyyy):** 08/13/2022  
**Renewal Options:** YES – One (1) – 1 Yr. Renewal  
**JSEB Requirement:** JSEB Optional. However, specific JSEB goals will be assigned based on nature of specific project requirements.

**Comments on JSEB Requirements:**

Various JSEBs by Contractor:

WG Yates & Sons: B&G Refrigeration, Complete Coatings, RE Holland, DJ Contracting, Birken Construction

Williams: AC Concrete, ABC Concrete, RE Holland & Associates

WW Gay: none named

**Background/Recommendations:**

Originally bid and approved by Awards Committee on 08/03/2017 in the amount of \$30,000,000.00 to WG Yates (\$12,000,000.00), Williams Industrial (\$10,000,000.00) and W.W. Gay (\$8,000,000.00). A copy of the original award is attached as backup.

A contract increase was approved by the Awards Committee on 12/19/2019 for WG Yates Construction in the amount of \$3,550,000.00 and to WW Gay Mechanical Contractors in the amount of \$4,550,000.00.

The original awarded amounts and previous increase were based on capital projects that were funded at the time of the awards and included limited O&M spend. This contract increase is for new approved capital projects and O&M spend through FY22, which is intended to take the contracts through the original Term. The proposed budgetary information is included as backup.

Work is awarded by two (2) methods, competitive lump sum bids between the companies for project work, which accounts for a larger portion of the total work, and direct award with time and material rates to the company best suited to perform specialized work. Rates were fixed for the first three years of the contract with CPI applied thereafter.

It should be noted, that term based services contracts are typically not funded for the latter years of the contract. Should additional work develop during the contract term, or should JEA elect to renew the contracts, additional funding may be required. Additional increases will be processed through the Awards Committee as necessary.


Request approval to award a contract increase to WG Yates Construction in the amount of \$4,249,000.00 and to WW Gay Mechanical Contractors in the amount of \$2,286,000.00 for general construction services for JEA, for a new total not-to-exceed amount of \$44,635,000.00, subject to the availability of lawfully approved funds.

**Director:** Limbaugh, Margaret Z. - Director Energy Project Management

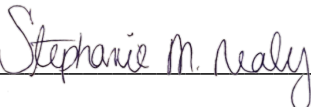
**Sr. Director:** Acs, Gabor – Sr. Director Engineering & Projects

**VP:** Erixton, Ricky D. - VP Electric Systems

**APPROVALS:**

 04/01/2021

**Chairman, Awards Committee** **Date**

 04/01/2021

**Budget Representative** **Date**



Award #4 August 3, 2017

**Type of Award Request:** INVITATION TO NEGOTIATE (ITN)  
**Request #:** 1850  
**Requestor Name:** Guevarra, Larry  
**Requestor Phone:** (904) 665-6332  
**Project Title:** General Construction Services - Electric Plants  
**Project Number:** Various  
**Project Location:** JEA and SJRPP  
**Funds:** Capital and O&M  
**Award Estimate:** \$30,000,000.00 (budgeted amount)

**Scope of Work:**

JEA is seeking the services of experienced industrial contractors that possess technical expertise in the operations, maintenance, and construction of a large, municipal electric utility for repair and maintenance projects. The work will consist primarily of capital and O&M projects that are planned or developed over the course of a five (5) year contract period. Individual projects may vary widely in size and scope and will be assigned via Task Authorization. The construction and maintenance activities performed under this contract will take place primarily at the electric production plants; however, they can also occur at various locations and business units within JEA or SJRPP.

**JEA IFB/RFP/State/City/GSA#:** 078-17  
**Purchasing Agent:** Lovgren, Rodney Dennis  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
CPA167301 WG YATES & SONS CONSTRUCTION CO	Alan Williams	alanwilliams@wgyates.com	11025 Blasius Road, Jacksonville FL 32226	(904) 714-1376	\$12,000,000.00
WILLIAMS INDUSTRIAL SERVICES LLC	Shawn Landrum	slandrum@wisgrp.com	100 Crescent Centre Parkway Ste 1240, Tucker GA 30084	(904) 696-9994	\$10,000,000.00
WW GAY MECHANICAL CONTRACTORS INC	Keith Foster	kfoster@wwgmc.com	524 Stockton St, Jacksonville FL 32204-2500	(904) 388-2696	\$8,000,000.00

**Amount for entire term of Contract/PO:** \$30,000,000.00

**Award Amount for remainder of this FY:** \$100,000.00

**Length of Contract/PO Term:** Five (5) Years w/One (1) – 1 Yr. Renewal

**Begin Date (mm/dd/yyyy):** 08/14/2017

**End Date (mm/dd/yyyy):** 08/13/2022

**Renewal Options:** YES – One (1) – 1 Yr. Renewal

**JSEB Requirement:** JSEB Optional. However, specific JSEB goals will be assigned based on nature of specific project requirements.

**Comments on JSEB Requirements:** Various JSEB named by Proposers.

Williams: AC Concrete, ABC Concrete, AC Concrete, RE Holland & Associates

WW Gay – none named

WG Yates: B&G Refrigeration, Complete Coatings, RE Holland, DJ Contracting, Birken Construction

**BIDDERS:**

Name	Original Amount	Rank	Score	BAFO Amount	Rank	Score	Dis-qualified	Reason
WG YATES & SONS CONSTRUCTION CO	\$8,328,701.45	1	91.0	\$8,328,701.45	1	100.0	NO	
WILLIAMS INDUSTRIAL SERVICES LLC	\$8,245,478.57	2	84.0	\$8,202,788.89	2	92.0	NO	
WW GAY MECHANICAL CONTRACTORS INC	\$10,398,866.90	3	81.8	\$10,312,082.19	3	91.2	NO	
AZZ SMS LLC	\$9,309,505.53	4	85.1	\$9,309,505.53	4	90.5	NO	
A & D CONSTRUCTORS	\$10,964,562.74	5	68.3	\$10,428,535.67	5	77.7	NO	
AUSTIN MAINTENANCE & CONSTRUCTION	\$9,699,913.50	6				NA	YES	Bidder did not meet Minimum Qualifications.

**Background/Recommendations:**

Advertised 03/28/2017. Nine (9) Companies attended the mandatory pre-response meetings held on 04/04/2017 and 04/12/2017. At Response opening on 05/02/2017, JEA received six (6) Responses. The evaluation committee completed their scoring of the Responses on 05/31/2017. The evaluation matrix, was based on price, past performance, resumes, safety, and proximity to JEA worth 100 points. One (1) of the Respondents, Austin Maintenance & Construction, did meet the Minimum Qualifications and was disqualified. The remaining five (5) companies were short-listed and invited to make oral presentations, worth an additional ten (10) points, and to submit Best and Final Offers (BAFO). WG Yates Construction, Williams Industrial Services, and WW Gay Mechanical Contractors ranked as the top three (3) respondents. The Evaluation Matrix Summary and Response Workbooks are attached as backup.

The award amounts are based on proposed Capital and O&M budgets with the highest ranked bidders receiving greater award amounts. In comparing the pricing for this award vs. JEA's current rates for these services, labor rates have increased by 3.88% for combined straight time and overtime rates. The current rates have been fixed for the past three (3) years, so when analyzing the increase with construction trade and Bureau of Labor Statistics indices, the increases are deemed fair and reasonable. The total BAFO savings represents \$130,474.39 for the five (5) year term. The contract labor rates are fixed for the first three (3) years of the contract, with a CPI price adjustment allowable in years four (4) and five (5). All other rates and markups are fixed for the five (5) year term.

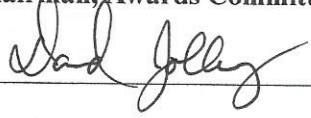
Work is awarded by two (2) methods, competitive lump sum bids between the companies for project work, which accounts for approximately 75% of the total work, and direct award with T&M rates to the company best suited to perform specialized work.

078-17 - Request approval to award a contract three (3) contracts to WG Yates Construction in the amount of \$12,000,000.00, to Williams Industrial Services in the amount of \$10,000,000.00, and to WW Gay Mechanical Contractors in the amount of \$8,000,000.00 for experienced industrial contractors that possess technical expertise in the operations, maintenance, and construction of a large, municipal electric utility, for a total not-to-exceed amount of \$30,000,000.00, subject to the availability of lawfully approved funds.

**Manager:** Limbaugh, Margaret Z. - Manager, Project Management  
**Director:** Pineda, Joseph R. - Dir Electric Production Eng & Outage Svcs  
**VP:** Brost, Mike J. - VP/GM Electric Systems

**APPROVALS:**

  
\_\_\_\_\_ 8-3-17  
Chairman, Awards Committee Date

  
\_\_\_\_\_ 3 Aug 2017  
Manager, Capital Budget Planning Date  
Operating Budgets

\_\_\_\_\_  
Sr Mgr, Business Services for SJRPP Date

July 11, 2017

**JEA Procurement, Bid Office**

Customer Service Center, 1<sup>st</sup> Floor, Room 002  
21 West Church Street  
Jacksonville, FL 32202

**Attn: Mr. Rodney Lovgren**  
Senior Purchasing Agent

**Ref: JEA ITN No. 078-17 | GENERAL CONSTRUCTION SERVICES for JEA / ADDENDUM 4**  
Williams Proposal No. 09981 - BAFO

Mr. Lovgren,

Williams Industrial Services, LLC (Williams) is pleased to present this BAFO proposal in response to the referenced RFP and Addendum 4, to continue to provide General Construction Services to Jacksonville Electric Authority (JEA).

We acknowledge and agree to the clarifications shown on JEA's Addendum 4, 'Request for Best and Final Offers', dated July 11, 2017.

As requested, please see attached our BAFO offer (pdf on JEA's Addendum 4 form), and the completed Appendix A, Respondent Rates (excel) Workbook.

If you have any questions, or if you would like to schedule a meeting with our team to review our proposal in person, please do not hesitate to call me directly at (904) 237-3005.

Very truly yours,



Ken Lambert  
Vice President



Building Community®

Procurement Department Bid Office  
Customer Center 1<sup>st</sup> Floor, Room 002  
21 W. Church Street  
Jacksonville, Florida 32202

July 11, 2017

ADDENDUM NUMBER: **FOUR (4) – REQUEST FOR BEST AND FINAL OFFERS**

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TITLE: General Construction Services for JEA

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JEA RFP NUMBER: 078-17

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BID DUE DATE: **July 11, 2017**

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TIME OF RECEIPT: 12:00 PM (NOON) EST

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DELIVERY METHOD: EMAIL: [LOVGRD@JEA.COM](mailto:LOVGRD@JEA.COM)

**THIS ADDENDUM IS FOR THE PURPOSE OF SOLICITING BEST AND FINAL OFFERS (BAFO)**

The Respondent shall submit their Best and Final Offer (BAFO) electronically in PDF version, with a copy of the Rates Workbook in EXCEL, by email to: [lovgrd@jea.com](mailto:lovgrd@jea.com), on or before July 11, 2017, 12:00 PM (NOON EST) JEA will use the email time stamp as receipt. **Respondents that do not submit a Best and Final Offer will have their initial submission used for final ranking determination. Additionally, Aggregate Total Response Price shall NOT increase during the BAFO submission.**

**CLARIFICATIONS:**

- Respondents shall provide pricing for all lines in the Response Rates Workbook.
- Respondents shall comply with JEA Contractor Travel Policy – Attached to this Addendum 4, where travel charges are allowed per the Technical Specifications.
- Respondents acknowledge that Lump Sum bids will NOT be allowed to incur any travel expenses, per diem, mileage, meals, or lodging.
- Respondents acknowledge for T&M work, for personnel that meet the distance requirements from JEA, travel will be allowed, however, JEA in selecting companies to perform T&M work, will seek the overall lowest to JEA for the services.

Williams acknowledges this Addendum 4, and agrees to the JEA clarifications shown above.

**RESPONDENT'S CERTIFICATION**

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

The Respondent 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 Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

Total From Response Rates Workbook	\$ 8,202,788.89
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We have received addenda  4  through  4

Ken Lambert  
Signature of Authorize Officer of Respondent or Agent

7/11/17  
Date

Ken Lambert, Vice President  
Printed Name & Title

904-237-3005  
Phone Number

**\*\*\*\* Respondent shall acknowledge this Addendum on the Response Form\*\*\*\***

W.W. Gay Mechanical Contractors, Inc.

JEA ITN-078-17 – Best and Final Offer

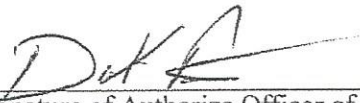
**RESPONDENT'S CERTIFICATION**

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

The Respondent 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 Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

Total From Response Rates Workbook	\$ 10,312,082.19
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We have received addenda  4  through  4

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

7/7/17   
Date

David K. Foster – Vice President – W.W. Gay Mechanical   
Printed Name & Title

(904) 219-4673   
Phone Number

**\*\*\*\* Respondent shall acknowledge this Addendum on the Response Form\*\*\*\***





Building Community®

Procurement Department Bid Office  
Customer Center 1<sup>st</sup> Floor, Room 002  
21 W. Church Street  
Jacksonville, Florida 32202

July 10, 2017

ADDENDUM NUMBER: **FOUR (4) – REQUEST FOR BEST AND FINAL OFFERS**

TITLE: General Construction Services for JEA

JEA RFP NUMBER: 078-17

BID DUE DATE: **July 11, 2017**

TIME OF RECEIPT: 12:00 PM (NOON) EST

DELIVERY METHOD: EMAIL: LOVGRD@JEA.COM

**THIS ADDENDUM IS FOR THE PURPOSE OF SOLICITING BEST AND FINAL OFFERS (BAFO)**

The Respondent shall submit their Best and Final Offer (BAFO) electronically in PDF version, with a copy of the Rates Workbook in EXCEL, by email to: [lovgrd@jea.com](mailto:lovgrd@jea.com), on or before July 11, 2017, 12:00 PM (NOON EST) JEA will use the email time stamp as receipt. **Respondents that do not submit a Best and Final Offer will have their initial submission used for final ranking determination. Additionally, Aggregate Total Response Price shall NOT increase during the BAFO submission.**

**CLARIFICATIONS:**

- Respondents shall provide pricing for all lines in the Response Rates Workbook.
- Respondents shall comply with JEA Contractor Travel Policy – Attached to this Addendum 4, where travel charges are allowed per the Technical Specifications.
- Respondents acknowledge that Lump Sum bids will NOT be allowed to incur any travel expenses, per diem, mileage, meals, or lodging.
- Respondents acknowledge for T&M work, for personnel that meet the distance requirements from JEA, travel will be allowed, however, JEA in selecting companies to perform T&M work, will seek the overall lowest to JEA for the services.

**RESPONDENT'S CERTIFICATION**

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

The Respondent 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 Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

Total From Response Rates Workbook	\$ 8,328,701.45
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We have received addenda 4 through 4



Signature of Authorize Officer of Respondent or Agent

7-11-17  
Date

Edward D. Davis Division Manager  
Printed Name & Title

904-714-1376  
Phone Number

**\*\*\*\* Respondent shall acknowledge this Addendum on the Response Form\*\*\*\***



Building Community®

Procurement Department Bid Office  
Customer Center 1<sup>st</sup> Floor, Room 002  
21 W. Church Street  
Jacksonville, Florida 32202

July 10, 2017

ADDENDUM NUMBER: **FOUR (4) – REQUEST FOR BEST AND FINAL OFFERS**

TITLE: General Construction Services for JEA

JEA RFP NUMBER: 078-17

BID DUE DATE: **July 11, 2017**

TIME OF RECEIPT: 12:00 PM (NOON) EST

DELIVERY METHOD: EMAIL: LOVGRD@JEA.COM

**THIS ADDENDUM IS FOR THE PURPOSE OF SOLICITING BEST AND FINAL OFFERS (BAFO)**

The Respondent shall submit their Best and Final Offer (BAFO) electronically in PDF version, with a copy of the Rates Workbook in EXCEL, by email to: [lovgrd@jea.com](mailto:lovgrd@jea.com), on or before July 11, 2017, 12:00 PM (NOON EST) JEA will use the email time stamp as receipt. **Respondents that do not submit a Best and Final Offer will have their initial submission used for final ranking determination. Additionally, Aggregate Total Response Price shall NOT increase during the BAFO submission.**

**CLARIFICATIONS:**

- Respondents shall provide pricing for all lines in the Response Rates Workbook.
- Respondents shall comply with JEA Contractor Travel Policy – Attached to this Addendum 4, where travel charges are allowed per the Technical Specifications.
- Respondents acknowledge that Lump Sum bids will NOT be allowed to incur any travel expenses, per diem, mileage, meals, or lodging.
- Respondents acknowledge for T&M work, for personnel that meet the distance requirements from JEA, travel will be allowed, however, JEA in selecting companies to perform T&M work, will seek the overall lowest to JEA for the services.

**RESPONDENT'S CERTIFICATION**

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

The Respondent 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 Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

Total From Response Rates Workbook	\$ 8,328,701.45
------------------------------------	-----------------

We have received addenda  4  through  4



Signature of Authorize Officer of Respondent or Agent

7-11-17   
Date

Edward D. Davis   Division Manager   
Printed Name & Title

904-714-1376   
Phone Number

**\*\*\*\* Respondent shall acknowledge this Addendum on the Response Form\*\*\*\***

**078-17 General Construction Services - BAFO**

Vendor Rankings	Larry Guevarra	Tim Meyers	Sean Conner	Total	Average	Rank	Price 50 pts	BAFO Round Price	First Round	BAFO reduction	Sent in Late
A&D	77.7	78.7	76.7	233.2	77.7	5	39.3	\$ 10,428,535.67	\$ 10,964,562.74	\$ 536,027.07	
AZZ	91.9	90.9	88.9	271.6	90.5	4	44.1	\$ 9,309,505.53	\$ 9,309,505.53	\$ -	\$ 9,037,643.97
WW Gay	92.2	93.2	88.2	273.5	91.2	3	39.8	\$ 10,312,082.19	\$ 10,398,866.90	\$ 86,784.71	
WG Yates	101.3	101.3	97.3	300.0	100.0	1	49.2	\$ 8,328,701.45	\$ 8,328,701.45	\$ -	
Williams	91.7	93.7	90.7	276.1	92.0	2	50.0	\$ 8,202,788.89	\$ 8,246,478.57	\$ 43,689.68	

Larry Guevarra	Quotation of Rates (50 Points)	Past Performance (21 points)	Resumes (14 points)	Safety (10 Points)	Proximity (5 Points)	Presentations	Total	Rank
A&D	39.3	13.6	8.0	9.0	0.1	7.7	77.7	5
AZZ	44.1	20.0	12.0	10.0	0.1	5.7	91.9	3
WW Gay	39.8	18.1	12.0	8.0	5.0	9.3	92.2	2
WG Yates	49.2	17.8	12.0	9.0	4.0	9.3	101.3	1
Williams	50.0	11.7	8.0	9.0	5.0	8	91.7	4

Tim Meyers	Quotation of Rates (50 Points)	Past Performance (21 points)	Resumes (14 points)	Safety (10 Points)	Proximity (5 Points)	Presentations	Total	Rank
A&D	39.3	13.6	9.0	9.0	0.1	7.7	78.7	5
AZZ	44.1	20.0	11.0	10.0	0.1	5.7	90.9	4
WW Gay	39.8	18.1	13.0	8.0	5.0	9.3	93.2	3
WG Yates	49.2	17.8	12.0	9.0	4.0	9.3	101.3	1
Williams	50.0	11.7	10.0	9.0	5.0	8	93.7	2

Sean Conner	Quotation of Rates (50 Points)	Past Performance (21 points)	Resumes (14 points)	Safety (10 Points)	Proximity (5 Points)	Presentations	Total	Rank
A&D	39.3	13.6	7.0	9.0	0.1	7.7	76.7	5
AZZ	44.1	20.0	9.0	10.0	0.1	5.7	88.9	3
WW Gay	39.8	18.1	8.0	8.0	5.0	9.3	88.2	4
WG Yates	49.2	17.8	8.0	9.0	4.0	9.3	97.3	1
Williams	50.0	11.7	7.0	9.0	5.0	8	90.7	2

Overall Averages	Quotation of Rates (50 Points)	Past Performance (21 points)	Resumes (14 points)	Safety (10 Points)	Proximity (5 Points)	Presentations	Total
A&D	39.3	13.6	8.0	9.0	0.1	7.7	77.7
AZZ	44.1	20.0	10.7	10.0	0.1	5.7	90.5
WW Gay	39.8	18.1	11.0	8.0	5.0	9.3	91.2
WG Yates	49.2	17.8	10.7	9.0	4.0	9.3	100.0
Williams	50.0	11.7	8.3	9.0	5.0	8.0	92.0

<b>Contractor</b>	<b>2014 Rates</b>	<b>2017 Rates</b>	<b>% difference</b>
WG Yates	\$ 8,343,130.72	\$ 8,326,739.03	-0.20%
WW Gay	\$ 9,663,709.24	\$ 10,353,397.55	7.14%
Williams	\$ 7,879,269.71	\$ 8,210,332.32	4.20%
<b>Totals</b>	<b>\$ 25,886,109.67</b>	<b>\$ 26,890,468.90</b>	<b>3.88%</b>



## Formal Bid and Award System

Award #6 December 19, 2019

**Type of Award Request:** CONTRACT INCREASE  
**Request #:** N/A  
**Requestor Name:** Byrnes, Timothy J. - Mgr Energy Project Support & Controls  
**Requestor Phone:** (904) 665-4838  
**Project Title:** General Construction Services - Electric Plants  
**Project Number:** Various  
**Project Location:** JEA  
**Funds:** Capital and O&M  
**Award Estimate:** N/A

**Scope of Work:**

JEA is seeking the services of experienced industrial contractors that possess technical expertise in the operations, maintenance, and construction of a large, municipal electric utility for repair and maintenance projects. The work will consist primarily of capital and O&M projects that are planned or developed over the course of a five (5) year contract period. Individual projects may vary widely in size and scope and will be assigned via Task Authorization. The construction and maintenance activities performed under this contract will take place primarily at the electric production plants; however, they can also occur at various locations and business units within JEA or SJRPP.

**JEA IFB/RFP/State/City/GSA#: 078-17**
**Purchasing Agent:** Lovgren, Rodney Dennis

**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Amount	Increase Amount	New NTE Amount
WG YATES & SONS CONSTRUCTION CO	Alan Williams	alanwilliams@wgyates.com	\$12,000,000.00	\$3,550,000.00	\$15,550,000.00
WILLIAMS INDUSTRIAL SERVICES LLC	Shawn Landrum	slandrum@wisgrp.com	\$10,000,000.00	\$ 0.00	\$10,000,000.00
WW GAY MECHANICAL CONTRACTORS INC	Keith Foster	kfoster@wwgmc.com	\$8,000,000.00	\$4,550,000.00	\$12,550,000.00

**Amount of Original Award:** \$30,000,000.00  
**Date of Original Award:** 08/03/2017  
**Contract Increase Amount:** \$8,100,000.00  
**New Not-To-Exceed Amount:** \$38,100,000.00  
**Contract Term:** Five (5) Years, One (1) – 1 Yr. Renewal  
**Begin Date (mm/dd/yyyy):** 08/14/2017  
**End Date (mm/dd/yyyy):** 08/13/2022  
**Renewal Options:** YES – One (1) – 1 Yr. Renewal

**JSEB Requirement:**

JSEB Optional. However, specific JSEB goals will be assigned based on nature of specific project requirements.

**Comments on JSEB Requirements:**

Various JSEBs by Contractor:

WG Yates & Sons: B&G Refrigeration, Complete Coatings, RE Holland, DJ Contracting, Birken Construction

Williams: AC Concrete, ABC Concrete, RE Holland & Associates

WW Gay: none named

**Background/Recommendations:**

Originally bid and approved by Awards Committee on 08/03/2017 in the amount of \$30,000,000.00 to WW Gay (\$12,000,000.00), W.G. Yates (\$10,000,000.00) and Williams Industrial (\$8,000,000.00). A copy of the original award is attached as backup.


The original awarded amounts were based on capital projects that were funded at the time of award and included limited O&M spend. This Contract Increase is for new approved capital projects and FY20 O&M spend. There is an assumption that FY21 & FY22 O&M will be similar to FY20 and an estimate of what this budget is included in the proposed Contract Increase. Budgetary information is included as backup.

Work is awarded by two (2) methods, competitive lump sum bids between the companies for project work, which accounts for approximately 75% of the total work, and direct award with time and material rates to the company best suited to perform specialized work. Rates were fixed for the first three years of the contract with CPI applied thereafter.

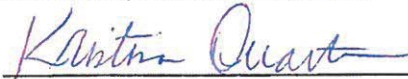
Request approval to award a contract increase to WG Yates Construction in the amount of \$3,550,000.00 and to WW Gay Mechanical Contractors in the amount of \$4,550,000.00 for general construction services for JEA, for a new total not-to-exceed amount of \$38,100,000.00, subject to the availability of lawfully approved funds.

**Director:** Limbaugh, Margaret Z. - Dir Energy Project Management  
**Sr. Director:** Acs, Gabor - Sr Dir Engineering & Projects  
**VP:** Anders, Caren B. - VP/GM Energy

**APPROVALS:**

 12/19/19

**Chairman, Awards Committee** **Date**

 12/19/19

**Manager, Operating Budgets** **Date**

 12/19/19

**Sr Mgr, Business Services for SJRPP** **Date**



**Contract Increase Information**

CPA #	On PO	Company	Solicitation #	Amount Agreed	Contract Increase FY20	Contract Increase FY21	Contract Increase FY22	New NTE Amount
167301	\$ 11,499,910.30	WG Yates & Sons Construction Co	078-17	\$12,000,000.00	\$ 2,750,000.00	\$ 400,000.00	\$ 400,000.00	\$15,550,000.00
167303	\$ 3,867,641.30	Williams Industrial Services LLC	078-17	\$10,000,000.00	\$ -	\$ -	\$ -	\$10,000,000.00
167304	\$ 7,871,857.81	WW Gay Mechanical Contractors INC	078-17	\$8,000,000.00	\$ 3,750,000.00	\$ 400,000.00	\$ 400,000.00	\$12,550,000.00
<b>Total</b>								<b>\$38,100,000.00</b>

**Budget Information**

O&M Line or CP #	Project Number or Cost Center	Description of Budget Line or Project	FY20 Left Available	FY20 Budget	FY21 Budget	FY22 Budget	
347	30300	IND SER - MECHANICAL REPAIRS - UNIT 3 BOILER MISCELLANEOUS		\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
375	30300	FY 2020 OUTAGE - NS1 HT HEADER INSPECTION AND REPAIRS - REPAIRS		\$ 60,000.00	\$ -	\$ -	
402	30300	IND SER - Mechanical Repairs		\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	
407	30300	FY 2020 OUTAGE - SDA SLURRY SYSTEM REPAIRS		\$ 100,000.00	\$ -	\$ -	
431	30300	FY 2020 OUTAGE - BOILER EXPANSION JOINT REPAIRS		\$ 125,000.00	\$ -	\$ -	
445	30300	IND SER - Mechanical Repairs		\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	
510	30300	FY 2020 NS3 OUTAGE - INDUSTRIAL SERVICES MISCELLANEOUS REPAIRS		\$ 400,000.00	\$ -	\$ -	
511	30300	FY 2020 OUTAGE - NS3 DUCT WORK REPAIRS		\$ 400,000.00	\$ -	\$ -	
523	30300	IND SER - Alliance Labor Contracts		\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	
060-04	8005952	NGS - Units 1, 2, & 3 Capital Improvement Projects	\$ 1,205,359.00	\$ 2,000,000.00			
060-177	8005308	NGS - N03 River Water Booster Pump Replacement	\$ 497,012.00	\$ 568,057.00			
060-185	8005634	NGS - N00 Limestone Utilization Improvement Phase 2	\$ 1,728,461.00	\$ 4,988,911.00			
062-01	8005954	NGS - Steam Plant General Capital Improvements	\$ 530,851.00	\$ 1,951,968.00			\$ 1,700.00
066-01	8005955 8005957 8005958	BBGS - GEC General Capital Improvements	\$ 1,197,620.00	\$ 2,000,000.00			
			O&M	29%	100%	100%	
	0.71	4615000	Capital	71%			
	0.29	1885000		\$ 13,393,936.00			
<b>FY Totals</b>				<b>\$ 13,393,936.00</b>	<b>\$ 800,000.00</b>	<b>\$ 800,000.00</b>	



# Formal Bid and Award System

Date 8/3/17

Item # 4

CPA

Award #4

August 3, 2017

**Type of Award Request:** INVITATION TO NEGOTIATE (ITN)  
**Request #:** 1850  
**Requestor Name:** Guevarra, Larry  
**Requestor Phone:** (904) 665-6332  
**Project Title:** General Construction Services - Electric Plants  
**Project Number:** Various  
**Project Location:** JEA and SJRPP  
**Funds:** Capital and O&M  
**Award Estimate:** \$30,000,000.00 (budgeted amount)

**Scope of Work:**

JEA is seeking the services of experienced industrial contractors that possess technical expertise in the operations, maintenance, and construction of a large, municipal electric utility for repair and maintenance projects. The work will consist primarily of capital and O&M projects that are planned or developed over the course of a five (5) year contract period. Individual projects may vary widely in size and scope and will be assigned via Task Authorization. The construction and maintenance activities performed under this contract will take place primarily at the electric production plants; however, they can also occur at various locations and business units within JEA or SJRPP.

**JEA IFB/RFP/State/City/GSA#:** 078-17  
**Purchasing Agent:** Lovgren, Rodney Dennis  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
CPA 167301 WG YATES & SONS CONSTRUCTION CO	Alan Williams	alanwilliams@wgyates.com	11025 Blasius Road, Jacksonville FL 32226	(904) 714-1376	\$12,000,000.00
CPA 167303 WILLIAMS INDUSTRIAL SERVICES LLC	Shawn Landrum	slandrum@wisgrp.com	100 Crescent Centre Parkway Ste 1240, Tucker GA 30084	(904) 696-9994	\$10,000,000.00
CPA 167304 WW GAY MECHANICAL CONTRACTORS INC	Keith Foster	kfoster@wwgmc.com	524 Stockton St, Jacksonville FL 32204-2500	(904) 388-2696	\$8,000,000.00

**Amount for entire term of Contract/PO:** \$30,000,000.00

**Award Amount for remainder of this FY:** \$100,000.00

**Length of Contract/PO Term:** Five (5) Years w/One (1) – 1 Yr. Renewal

**Begin Date (mm/dd/yyyy):** 08/14/2017

**End Date (mm/dd/yyyy):** 08/13/2022

**Renewal Options:** YES – One (1) – 1 Yr. Renewal

**JSEB Requirement:** JSEB Optional. However, specific JSEB goals will be assigned based on nature of specific project requirements.

**Comments on JSEB Requirements:** Various JSEB named by Proposers.

Williams: AC Concrete, ABC Concrete, AC Concrete, RE Holland & Associates

WW Gay – none named

WG Yates: B&G Refrigeration, Complete Coatings, RE Holland, DJ Contracting, Birken Construction

**BIDDERS:**

Name	Original Amount	Rank	Score	BAFO Amount	Rank	Score	Dis-qualified	Reason
WG YATES & SONS CONSTRUCTION CO	\$8,328,701.45	1	91.0	\$8,328,701.45	1	100.0	NO	
WILLIAMS INDUSTRIAL SERVICES LLC	\$8,245,478.57	2	84.0	\$8,202,788.89	2	92.0	NO	
WW GAY MECHANICAL CONTRACTORS INC	\$10,398,866.90	3	81.8	\$10,312,082.19	3	91.2	NO	
AZZ SMS LLC	\$9,309,505.53	4	85.1	\$9,309,505.53	4	90.5	NO	
A & D CONSTRUCTORS	\$10,964,562.74	5	68.3	\$10,428,535.67	5	77.7	NO	
AUSTIN MAINTENANCE & CONSTRUCTION	\$9,699,913.50	6				NA	YES	Bidder did not meet Minimum Qualifications.

**Background/Recommendations:**

Advertised 03/28/2017. Nine (9) Companies attended the mandatory pre-response meetings held on 04/04/2017 and 04/12/2017. At Response opening on 05/02/2017, JEA received six (6) Responses. The evaluation committee completed their scoring of the Responses on 05/31/2017. The evaluation matrix, was based on price, past performance, resumes, safety, and proximity to JEA worth 100 points. One (1) of the Respondents, Austin Maintenance & Construction, did meet the Minimum Qualifications and was disqualified. The remaining five (5) companies were short-listed and invited to make oral presentations, worth an additional ten (10) points, and to submit Best and Final Offers (BAFO). WG Yates Construction, Williams Industrial Services, and WW Gay Mechanical Contractors ranked as the top three (3) respondents. The Evaluation Matrix Summary and Response Workbooks are attached as backup.

The award amounts are based on proposed Capital and O&M budgets with the highest ranked bidders receiving greater award amounts. In comparing the pricing for this award vs. JEA's current rates for these services, labor rates have increased by 3.88% for combined straight time and overtime rates. The current rates have been fixed for the past three (3) years, so when analyzing the increase with construction trade and Bureau of Labor Statistics indices, the increases are deemed fair and reasonable. The total BAFO savings represents \$130,474.39 for the five (5) year term. The contract labor rates are fixed for the first three (3) years of the contract, with a CPI price adjustment allowable in years four (4) and five (5). All other rates and markups are fixed for the five (5) year term.

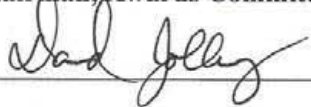
Work is awarded by two (2) methods, competitive lump sum bids between the companies for project work, which accounts for approximately 75% of the total work, and direct award with T&M rates to the company best suited to perform specialized work.

078-17 - Request approval to award a contract three (3) contracts to WG Yates Construction in the amount of \$12,000,000.00, to Williams Industrial Services in the amount of \$10,000,000.00, and to WW Gay Mechanical Contractors in the amount of \$8,000,000.00 for experienced industrial contractors that possess technical expertise in the operations, maintenance, and construction of a large, municipal electric utility, for a total not-to-exceed amount of \$30,000,000.00, subject to the availability of lawfully approved funds.

**Manager:** Limbaugh, Margaret Z. - Manager, Project Management  
**Director:** Pineda, Joseph R. - Dir Electric Production Eng & Outage Svcs  
**VP:** Brost, Mike J. - VP/GM Electric Systems

**APPROVALS:**

  
\_\_\_\_\_ 8-3-17  
Chairman, Awards Committee Date

  
\_\_\_\_\_ 3 Aug 2017  
Manager, Capital Budget Planning Date  
Operating Budgets

\_\_\_\_\_  
Sr Mgr, Business Services for SJRPP Date

July 11, 2017

**JEA Procurement, Bid Office**

Customer Service Center, 1<sup>st</sup> Floor, Room 002  
21 West Church Street  
Jacksonville, FL 32202

**Attn: Mr. Rodney Lovgren**  
Senior Purchasing Agent

**Ref: JEA ITN No. 078-17 | GENERAL CONSTRUCTION SERVICES for JEA / ADDENDUM 4**  
Williams Proposal No. 09981 - BAFO

Mr. Lovgren,

Williams Industrial Services, LLC (Williams) is pleased to present this **BAFO proposal** in response to the referenced RFP and Addendum 4, to continue to provide General Construction Services to Jacksonville Electric Authority (JEA).

We acknowledge and agree to the clarifications shown on JEA's Addendum 4, 'Request for Best and Final Offers', dated July 11, 2017.

As requested, please see attached our BAFO offer (pdf on JEA's Addendum 4 form), and the completed Appendix A, Respondent Rates (excel) Workbook.

If you have any questions, or if you would like to schedule a meeting with our team to review our proposal in person, please do not hesitate to call me directly at (904) 237-3005.

Very truly yours,



Ken Lambert  
Vice President



Procurement Department Bid Office  
Customer Center 1<sup>st</sup> Floor, Room 002  
21 W. Church Street  
Jacksonville, Florida 32202

July 11, 2017

ADDENDUM NUMBER: **FOUR (4) – REQUEST FOR BEST AND FINAL OFFERS**

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TITLE: General Construction Services for JEA

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JEA RFP NUMBER: 078-17

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BID DUE DATE: **July 11, 2017**

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TIME OF RECEIPT: 12:00 PM (NOON) EST

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DELIVERY METHOD: EMAIL: [LOVGRD@JEA.COM](mailto:LOVGRD@JEA.COM)

**THIS ADDENDUM IS FOR THE PURPOSE OF SOLICITING BEST AND FINAL OFFERS (BAFO)**

The Respondent shall submit their Best and Final Offer (BAFO) electronically in PDF version, with a copy of the Rates Workbook in EXCEL, by email to: [lovgrd@jea.com](mailto:lovgrd@jea.com), on or before July 11, 2017, 12:00 PM (NOON EST) JEA will use the email time stamp as receipt. **Respondents that do not submit a Best and Final Offer will have their initial submission used for final ranking determination. Additionally, Aggregate Total Response Price shall NOT increase during the BAFO submission.**

**CLARIFICATIONS:**

- Respondents shall provide pricing for all lines in the Response Rates Workbook.
- Respondents shall comply with JEA Contractor Travel Policy – Attached to this Addendum 4, where travel charges are allowed per the Technical Specifications.
- Respondents acknowledge that Lump Sum bids will NOT be allowed to incur any travel expenses, per diem, mileage, meals, or lodging.
- Respondents acknowledge for T&M work, for personnel that meet the distance requirements from JEA, travel will be allowed, however, JEA in selecting companies to perform T&M work, will seek the overall lowest to JEA for the services.

Williams acknowledges this Addendum 4, and agrees to the JEA clarifications shown above.

**RESPONDENT'S CERTIFICATION**

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

The Respondent 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 Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

Total From Response Rates Workbook	\$ 8,202,788.89
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We have received addenda  4  through  4



Signature of Authorize Officer of Respondent or Agent

7/11/17

Date

Ken Lambert, Vice President

Printed Name & Title

904-237-3005

Phone Number

**\*\*\*\* Respondent shall acknowledge this Addendum on the Response Form\*\*\*\***

W.W. Gay Mechanical Contractors, Inc.

JEA ITN-078-17 – Best and Final Offer


**RESPONDENT'S CERTIFICATION**

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

The Respondent 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 Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

Total From Response Rates Workbook	\$ 10,312,082.19
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We have received addenda  4  through  4

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

7/7/17   
\_\_\_\_\_  
Date

David K. Foster – Vice President – W.W. Gay Mechanical  
Printed Name & Title

(904) 219-4673  
\_\_\_\_\_  
Phone Number

**\*\*\*\* Respondent shall acknowledge this Addendum on the Response Form\*\*\*\***





Building Community®

Procurement Department Bid Office  
Customer Center 1<sup>st</sup> Floor, Room 002  
21 W. Church Street  
Jacksonville, Florida 32202

July 10, 2017

ADDENDUM NUMBER: **FOUR (4) – REQUEST FOR BEST AND FINAL OFFERS**

TITLE: General Construction Services for JEA

JEA RFP NUMBER: 078-17

BID DUE DATE: **July 11, 2017**

TIME OF RECEIPT: 12:00 PM (NOON) EST

DELIVERY METHOD: EMAIL: [LOVGRD@JEA.COM](mailto:LOVGRD@JEA.COM)

**THIS ADDENDUM IS FOR THE PURPOSE OF SOLICITING BEST AND FINAL OFFERS (BAFO)**

The Respondent shall submit their Best and Final Offer (BAFO) electronically in PDF version, with a copy of the Rates Workbook in EXCEL, by email to: [lovgrd@jea.com](mailto:lovgrd@jea.com), on or before July 11, 2017, 12:00 PM (NOON EST) JEA will use the email time stamp as receipt. **Respondents that do not submit a Best and Final Offer will have their initial submission used for final ranking determination. Additionally, Aggregate Total Response Price shall NOT increase during the BAFO submission.**

**CLARIFICATIONS:**

- Respondents shall provide pricing for all lines in the Response Rates Workbook.
- Respondents shall comply with JEA Contractor Travel Policy – Attached to this Addendum 4, where travel charges are allowed per the Technical Specifications.
- Respondents acknowledge that Lump Sum bids will NOT be allowed to incur any travel expenses, per diem, mileage, meals, or lodging.
- Respondents acknowledge for T&M work, for personnel that meet the distance requirements from JEA, travel will be allowed, however, JEA in selecting companies to perform T&M work, will seek the overall lowest to JEA for the services.

**RESPONDENT'S CERTIFICATION**

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

The Respondent 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 Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

Total From Response Rates Workbook	\$ 8,328,701.45
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We have received addenda  4  through  4

  
Signature of Authorize Officer of Respondent or Agent

7-11-17   
Date

Edward D. Davis   Division Manager   
Printed Name & Title

904-714-1376   
Phone Number

**\*\*\*\* Respondent shall acknowledge this Addendum on the Response Form\*\*\*\***



Building Community®

Procurement Department Bid Office  
Customer Center 1<sup>st</sup> Floor, Room 002  
21 W. Church Street  
Jacksonville, Florida 32202

July 10, 2017

ADDENDUM NUMBER: **FOUR (4) – REQUEST FOR BEST AND FINAL OFFERS**

TITLE: General Construction Services for JEA

JEA RFP NUMBER: 078-17

BID DUE DATE: **July 11, 2017**

TIME OF RECEIPT: 12:00 PM (NOON) EST

DELIVERY METHOD: EMAIL: [LOVGRD@JEA.COM](mailto:LOVGRD@JEA.COM)

**THIS ADDENDUM IS FOR THE PURPOSE OF SOLICITING BEST AND FINAL OFFERS (BAFO)**

The Respondent shall submit their Best and Final Offer (BAFO) electronically in PDF version, with a copy of the Rates Workbook in EXCEL, by email to: [lovgrd@jea.com](mailto:lovgrd@jea.com), on or before July 11, 2017, 12:00 PM (NOON EST) JEA will use the email time stamp as receipt. **Respondents that do not submit a Best and Final Offer will have their initial submission used for final ranking determination. Additionally, Aggregate Total Response Price shall NOT increase during the BAFO submission.**

**CLARIFICATIONS:**

- Respondents shall provide pricing for all lines in the Response Rates Workbook.
- Respondents shall comply with JEA Contractor Travel Policy – Attached to this Addendum 4, where travel charges are allowed per the Technical Specifications.
- Respondents acknowledge that Lump Sum bids will NOT be allowed to incur any travel expenses, per diem, mileage, meals, or lodging.
- Respondents acknowledge for T&M work, for personnel that meet the distance requirements from JEA, travel will be allowed, however, JEA in selecting companies to perform T&M work, will seek the overall lowest to JEA for the services.

**RESPONDENT'S CERTIFICATION**

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

The Respondent 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 Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

Total From Response Rates Workbook	\$ 8,328,701.45
------------------------------------	-----------------

We have received addenda  4  through  4

  
Signature of Authorize Officer of Respondent or Agent

7-11-17   
Date

Edward D. Davis   Division Manager   
Printed Name & Title

904-714-1376   
Phone Number

**\*\*\*\* Respondent shall acknowledge this Addendum on the Response Form\*\*\*\***

**078-17 General Construction Services - BAFO**

Vendor Rankings	Larry Guevarra	Tim Meyers	Sean Conner	Total	Average	Rank	Price 50 pts	BAFO Round Price	First Round	BAFO reduction	Sent in Late
<b>A&amp;D</b>	77.7	78.7	76.7	233.2	77.7	5	39.3	\$ 10,428,535.67	\$ 10,964,562.74	\$ 536,027.07	
<b>AZZ</b>	91.9	90.9	88.9	271.6	90.5	4	44.1	\$ 9,309,505.53	\$ 9,309,505.53	\$ -	\$ 9,037,643.97
<b>WW Gay</b>	92.2	93.2	88.2	273.5	<b>91.2</b>	<b>3</b>	39.8	\$ 10,312,082.19	\$ 10,398,866.90	\$ 86,784.71	
<b>WG Yates</b>	101.3	101.3	97.3	300.0	<b>100.0</b>	<b>1</b>	49.2	\$ 8,328,701.45	\$ 8,328,701.45	\$ -	
<b>Williams</b>	91.7	93.7	90.7	276.1	<b>92.0</b>	<b>2</b>	50.0	\$ 8,202,788.89	\$ 8,246,478.57	\$ 43,689.68	

Larry Guevarra	Quotation of Rates (50 Points)	Past Performance (21 points)	Resumes (14 points)	Safety (10 Points)	Proximity (5 Points)		Presentations	Total	Rank
<b>A&amp;D</b>	39.3	13.6	8.0	9.0	0.1		7.7	77.7	5
<b>AZZ</b>	44.1	20.0	12.0	10.0	0.1		5.7	91.9	3
<b>WW Gay</b>	39.8	18.1	12.0	8.0	5.0		9.3	92.2	2
<b>WG Yates</b>	49.2	17.8	12.0	9.0	4.0		9.3	101.3	1
<b>Williams</b>	50.0	11.7	8.0	9.0	5.0		8	91.7	4

Tim Meyers	Quotation of Rates (50 Points)	Past Performance (21 points)	Resumes (14 points)	Safety (10 Points)	Proximity (5 Points)		Presentations	Total	Rank
<b>A&amp;D</b>	39.3	13.6	9.0	9.0	0.1		7.7	78.7	5
<b>AZZ</b>	44.1	20.0	11.0	10.0	0.1		5.7	90.9	4
<b>WW Gay</b>	39.8	18.1	13.0	8.0	5.0		9.3	93.2	3
<b>WG Yates</b>	49.2	17.8	12.0	9.0	4.0		9.3	101.3	1
<b>Williams</b>	50.0	11.7	10.0	9.0	5.0		8	93.7	2

Sean Conner	Quotation of Rates (50 Points)	Past Performance (21 points)	Resumes (14 points)	Safety (10 Points)	Proximity (5 Points)		Presentations	Total	Rank
<b>A&amp;D</b>	39.3	13.6	7.0	9.0	0.1		7.7	76.7	5
<b>AZZ</b>	44.1	20.0	9.0	10.0	0.1		5.7	88.9	3
<b>WW Gay</b>	39.8	18.1	8.0	8.0	5.0		9.3	88.2	4
<b>WG Yates</b>	49.2	17.8	8.0	9.0	4.0		9.3	97.3	1
<b>Williams</b>	50.0	11.7	7.0	9.0	5.0		8	90.7	2

Overall Averages	Quotation of Rates (50 Points)	Past Performance (21 points)	Resumes (14 points)	Safety (10 Points)	Proximity (5 Points)		Presentations	Total
<b>A&amp;D</b>	39.3	13.6	8.0	9.0	0.1		7.7	77.7
<b>AZZ</b>	44.1	20.0	10.7	10.0	0.1		5.7	90.5
<b>WW Gay</b>	39.8	18.1	11.0	8.0	5.0		9.3	91.2
<b>WG Yates</b>	49.2	17.8	10.7	9.0	4.0		9.3	100.0
<b>Williams</b>	50.0	11.7	8.3	9.0	5.0		8.0	92.0

<b>Contractor</b>	<b>2014 Rates</b>	<b>2017 Rates</b>	<b>% difference</b>
WG Yates	\$ 8,343,130.72	\$ 8,326,739.03	-0.20%
WW Gay	\$ 9,663,709.24	\$ 10,353,397.55	7.14%
Williams	\$ 7,879,269.71	\$ 8,210,332.32	4.20%
<b>Totals</b>	<b>\$ 25,886,109.67</b>	<b>\$ 26,890,468.90</b>	<b>3.88%</b>

Effective	8/14/2017
Expires	8/13/2022

CPA / Bid	Current on PO	Date	Original 08/03/2017	C/O - 12/19/2019	Current Not To Exceed Amount	Contract Increase FY21	Contract Increase FY22	Contract Increase Total	New NTE
167301 / 078-17	\$ 15,391,914.86	WG Yates	\$ 12,000,000.00	\$ 3,550,000.00	\$ 15,550,000.00	\$ 820,000.00	\$ 3,429,000.00	\$ 4,249,000.00	\$ 19,799,000.00
167303 / 078-17	\$ 10,044,704.79	WW Gay Mechanical	\$ 8,000,000.00	\$ 4,550,000.00	\$ 12,550,000.00		\$ 2,286,000.00	\$ 2,286,000.00	\$ 14,836,000.00
167304 / 078-17	\$ 4,973,017.12	Williams Industrial	\$ 10,000,000.00	\$ -	\$ 10,000,000.00				\$ 10,000,000.00
			\$ 30,000,000.00	\$ 8,100,000.00	\$ 38,100,000.00	\$ 820,000.00	\$ 5,715,000.00	\$ 6,535,000.00	\$ 44,635,000.00

Budget Information

Project Manager	Name of the project	CP or PN	FY21	FY22	FY23
HOLMES	O&M - various projects already complete valued at \$1.0M, some \$ left	30300 - Lines 617 & 610	\$ 250,000.00		
HOLMES	O&M - Various Projects Major Unit 3 Outage	30205 line 598		\$ 1,000,000.00	
HOLMES	O&M - Various Projects Major Unit 3 Outage	30300 610, 617		\$ 1,500,000.00	
David Baldwin	B52 B53 Boiler Feed Pump Containment	8006644		\$ 80,000.00	
Tim Meyers	CT3 Major Spring FY22 (support, T&M) Yate has handled in past.	8006804		\$ 25,000.00	
Tim Meyers	NGS - N01 CFB HRA Impulse Cleaning System Installation	060-211		\$ 500,000.00	
Clyde Read	2A CYCLONE EXPANSION JOINT-YATES	TBD / 060-214	\$ 70,000.00	\$ 210,000.00	
Clyde Read	INSTALL TOGGLE JOINTS – WWGAY	8006962		\$ 350,000.00	
Clyde Read	INSTALL SECONDARY SUPERHEAT TUBES/WWGAY	8006997		\$ 550,000.00	
Michael Baldwin	N02 (Capital) River Water Booster Pump Replacement	8005308 / 060-177	\$ 185,000.00		
Michael Baldwin	NGS - N01/N02 PA and SA Fan Silencer Replacement	8006805		\$ 600,000.00	
Michael Baldwin	N00- Fire Main Isolation Valves Replacement	060-212		\$ 200,000.00	
Dan O'donnell	CSU Repairs	8006798	\$ 165,000.00		
Dan O'donnell	N03 Air Preheater	8006961 / 060-215	\$ 100,000.00	\$ 700,000.00	
Dan O'donnell	Circ. Pump Repl.	8006296	\$ 50,000.00		
TOTAL IN NEW FUNDING			\$ 820,000.00	\$ 5,715,000.00	0

\$ 6,535,000.00



## Formal Bid and Award System

Award #6 April 1, 2021

**Type of Award Request:** CONTRACT INCREASE  
**Requestor Name:** Howard, Joshua – Mgr Electric Production  
**Requestor Phone:** 904-665-7831  
**Project Title:** Electric Plant Scaffolding Services  
**Project Number:** Various  
**Project Location:** JEA  
**Funds:** O&M  
**Award Estimate:** \$3,047,000.00

### Scope of Work:

The purpose of this contract is for a Company to provide scaffolding services at the lowest price to JEA. The scaffolding to be erected will be used for the purpose of repairs, testing, inspection, or replacement of generating station components.

The scope of work includes furnishing of all supervision, labor, materials, tools, supplies, drayage, consumables, and equipment necessary to receive, unload, relocate, store, erect, test, remove, and perform any other associated operations for all materials, structures, equipment, and accessories. The scope of work includes specific work related to the Northside Generating Station (NGS) and non-specific work on a time and material basis for as-needed work elsewhere in JEA.

**JEA IFB/RFP/State/City/GSA#:** 076-18  
**Purchasing Agent:** Lovgren, Rodney Dennis  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
SUNBELT RENTALS INC.	Titus Bailes	pcm071@sunbeltrentals.com	301 Zoo Parkway Jacksonville FL 32226	(904) 751-7305	\$3,047,000.00

**Amount of Original Award:** \$3,982,900.00  
**Date of Original Award:** 06/21/2018  
**Contract Increase Amount:** \$3,047,000.00

### List of Previous Increases

Amount	Date
\$398,290.00	1/11/2021

**New Not-To-Exceed Amount:** \$7,428,190.00  
**Contract Term:** Five (5) Years, One (1) – 1 Yr. Renewal  
**Begin Date (mm/dd/yyyy):** 07/02/2018



**End Date (mm/dd/yyyy):** 07/01/2023  
**Renewal Options:** YES – One (1) – 1 Yr. Renewal  
**JSEB Requirement:** Optional

**Background/Recommendations:**

Originally bid and approved by Awards Committee on 06/21/2018 in the amount of \$3,982,900.00 to Sunbelt Rentals Inc. A copy of the original award is attached as backup.

An administrative increase of 10% was processed on 01/11/2021 in the amount of \$398,290.00.


This request is for additional funding for various scaffolding services on an as needed basis for NGS, CT outages and power generations projects through the remaining term of the contract. A specific itemization is not provided as outage support and project definitions typically do not break out scaffolding specifics on a project by project basis. Task authorizations are issued on a per project basis, pricing is based on fixed prices for specific job scopes, and Time and Materials rates for non-specific jobs based on the rates in the Bid Workbook.

It should be noted, that term based services contracts are typically not funded for the latter years of the contract. Should additional work develop during the contract term, or should JEA elect to renew the contracts, additional funding may be required. Additional increases will be processed through the Awards Committee as necessary.

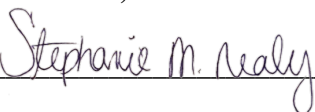
Request approval to award a contract increase to Sunbelt Rentals Inc. for scaffolding services in the amount of \$3,047,000.00, for a new to exceed amount of \$7,428,190.00, subject to the availability of lawfully approved funds.

**Sr. Manager:** Pruitt, Chris – Sr. Manager Generation Support  
**Sr. Director:** Kipp, James. – Sr. Dir. Generation  
**VP:** Erixton, Ricky - VP Electric Systems

**APPROVALS:**

 04/01/2021

**Chairman, Awards Committee** **Date**

 04/01/2021

**Budget Representative** **Date**

<b>Award Date</b>	6/21/2018
10% Increase	1/11/2021

<b>Effective Date</b>	2-Jul-18
<b>Expires on Date</b>	1-Jul-23

<b>Original Award</b>	<b>10% Increase</b>	<b>Not to Exceed</b>	<b>FY 21 Contract Increase</b>	<b>FY22 Contract Increase</b>	<b>FY23 Contract Increase</b>	<b>New NTE Total</b>
\$ 3,982,900.00	\$ 398,290.00	\$ 4,381,190.00	\$ 1,102,000.00	\$ 1,235,000.00	\$ 710,000.00	\$ 7,428,190.00

<b>Cost Center, PN</b>	<b>Budget Line if O&amp;M</b>	<b>FY21</b>	<b>FY22</b>	<b>FY23 - July 1, 2023</b>	
R12X30205	(line – 598)	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	
30300	(lines 610, 617)	\$ 800,000.00	\$ 800,000.00	\$ 250,000.00	
30402	(lines 654, 662)	\$ 9,000.00	\$ 100,000.00	\$ 110,000.00	
30403	(Line 673)	\$ 43,000.00	\$ 85,000.00	\$ 100,000.00	
8006344		\$ -	\$ -	\$ -	
<b>Totals</b>		<b>\$ 1,102,000.00</b>	<b>\$ 1,235,000.00</b>	<b>\$ 710,000.00</b>	<b>\$ 3,047,000.00</b>



## Formal Bid and Award System

CPA 175194

Award #6 June 21, 2018

**Type of Award Request:** INVITATION TO NEGOTIATE (ITN)  
**Request #:** 5161  
**Requestor Name:** Guevarra, Larry  
**Requestor Phone:** (904) 665-6332  
**Project Title:** Electric Plant Scaffolding Services  
**Project Number:** TBD  
**Project Location:** JEA  
**Funds:** O&M  
**Award Estimate:** \$5,000,000.00 (budgetary estimate)

**Scope of Work:**

The purpose of this Invitation to Negotiate (the "ITN") is to solicit pricing and select a Company that can provide scaffolding services at the lowest price to JEA. The scaffolding to be erected will be used for the purpose of repairs, testing, inspection, or replacement of generating station components.

The scope of work includes furnishing of all supervision, labor, materials, tools, supplies, drayage, consumables, and equipment necessary to receive, unload, relocate, store, erect, test, remove, and perform any other associated operations for all materials, structures, equipment, and accessories. The scope of work includes specific work related to the Northside Generating Station (NGS) and non-specific work on a time and material basis for as-needed work elsewhere in JEA.

**JEA IFB/RFP/State/City/GSA#:** 076-18  
**Purchasing Agent:** Lovgren, Rodney Dennis  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
SUNBELT RENTALS INC	Titus Bailes	pcm071@sunbeltrentals.com	301 Zoo Parkway Jacksonville FL 32226	(904) 751-7305	\$3,982,900.00

**Amount for entire term of Contract/PO:** \$3,982,900.00  
**Award Amount for remainder of this FY:** \$100,000.00  
**Length of Contract/PO Term:** Five (5) Years w/One (1) – 1 Yr. Renewal  
**Begin Date (mm/dd/yyyy):** 07/02/2018  
**End Date (mm/dd/yyyy):** 07/01/2023  
**Renewal Options:** YES – One (1) – 1 Yr. Renewal  
**JSEB Requirement:** N/A - Optional

**BIDDERS:**

Name	First Round	BAFO
SUNBELT RENTALS INC.	\$4,249,682.00	\$3,982,900.00
SUNBELT INDUSTRIAL CO INC.	\$6,472,757.93	\$6,472,757.93
PEN GULF, INC.	\$6,797,720.00	N/A
BRACE INTEGRATED SERVICES, INC.	\$6,921,260.00	N/A

**Background/Recommendations:**

Advertised 04/04/2018. Six (6) companies attended the pre-response meeting on 04/10/2018. At Response opening on 05/01/2018, JEA received four (4) Responses. Sunbelt Rentals and Sunbelt Industrial Co. were invited to submit Best and Final Offers (BAFO). JEA evaluated the companies on price only and Sunbelt Rentals is deemed the lowest Responsive and Responsible Respondent. The Response Workbooks are attached as backup.

In comparing the pricing for this award vs. JEA's current rates with Sunbelt Rentals for these services, labor and rental rates have decreased by a combined 11.4% or an estimated \$511,100.00 savings for the five (5) year term. The BAFO savings resulted in \$266,782.00 of the overall savings to JEA. The contract labor rates are fixed for the first three (3) years of the contract, with a Consumer Price Index (CPI) price adjustment allowable in subsequent years. All other rates are fixed for the five (5) year term. A spreadsheet is attached as backup for the comparison of old vs. new pricing.

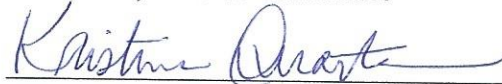
076-18 - Request approval to award a five (5) year contract to Sunbelt Rentals Inc. for scaffolding services in the amount of \$3,982,900.00, subject to the availability of lawfully approved funds.

**Manager:** Limbaugh, Margaret Z. - Manager, Project Management  
**Director:** Pineda, Joseph R. - Dir Electric Production Eng & Outage Svcs  
**VP:** Brost, Mike J. - VP/GM Electric Systems

**APPROVALS:**

 6/21/18

**Chairman, Awards Committee** **Date**

 6/21/18

**Manager, Capital Budget Planning** **Date**

Operating Budgets

**Addendum 2 BAFO - APPENDIX B  
RESPONSE FORM**

076-18 Scaffolding Services for JEA

**COMPANY INFORMATION:**

COMPANY NAME: Sunbelt Rentals Scaffold Services, LLC

BUSINESS ADDRESS: 301 Zoo PKWY

CITY, STATE, ZIP CODE: Jacksonville, FL 32226

TELEPHONE: 904-751-7305

FAX: 904-751-9864

EMAIL OF CONTACT: pcm071@sunbeltrentals.com

Total Bid Price from the Bid Workbook	\$ 3,982,900.00
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I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

**Company's Certification**

By submitting this Response, the Respondent certifies that it has read and reviewed all of the documents pertaining to this ITN and agrees to abide by the terms and conditions set forth therein, that the person signing below is an authorized representative of the company, that the company is legally authorized to do business in the State of Florida, and that the company maintains in active status an appropriate license for the work. The company certifies that its recent, current, and projected workload will not interfere with the company's ability to Work in a professional, diligent and timely manner.

The Respondent 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 Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Company shall immediately notify JEA of status change.

We have received addenda 1 through 2



Signature of Charles Feaster of Company or Agent  
Representative

June 1, 2018

Date

Charles Feaster, Customer Contract Facilitator

Printed Name & Title

800-508-4762

Phone Number

**ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE RESPONSE FORM**

**076-18 Addendum 2 - BAFO - Appendix B Bid Workbook**  
**Scaffolding Services for JEA**

Fill in all Yellow Cells

Line	Specific Scaffold Description	Tech. Spec. Section	Estimated Quantities (5 -Years)	UOM	Price per Item	5-Year Totals
1	NGS Unit 1 or 2 Boiler - Partial Scaffolding	8.1	2	per month	\$ 26,000.00	\$ 52,000.00
2	NGS Unit 1 or 2 Boiler - Full Scaffolding	8.2	1	per month	\$ 60,000.00	\$ 60,000.00
3	NGS Unit 3 Boiler - Partial Scaffolding	8.3	1	per month	\$ 35,000.00	\$ 35,000.00
4	NGS Unit 1 or 2 Cyclone Interior Walls (per Cyclone price)	8.4.1	9	per month	\$ 12,000.00	\$ 108,000.00
5	NGS Unit 1 or 2 Cyclone Outlet Exp. Joint and Vortex Finder (per Cyclone price)	8.4.2	9	per month	\$ 10,000.00	\$ 90,000.00
6	NGS Unit 1 or 2 Cyclone Outlet Hood to HRA (per Cyclone price)	8.4.3	9	per month	\$ 3,600.00	\$ 32,400.00
7	NGS Unit 1 or 2 Spray Dryer Absorber - Full	8.5.1	1	per month	\$ 35,000.00	\$ 35,000.00
8	NGS Unit 1 or 2 Spray Dryer Absorber - Partial	8.5.2	2	per month	\$ 12,000.00	\$ 24,000.00
<b>Subtotal - Specific Scaffold 5-Years</b>						<b>\$ 436,400.00</b>

Line	Non-Specific Scaffold Description	Tech. Spec. Section	Estimated Quantities (5 -Years)	UOM	Price per Item	5-Year Totals
9	Unit Price Labor Rate (ST)	9.1.1.1	67,000	hours	\$ 29.50	\$ 1,976,500.00
10	Unit Price Labor Rate (OT)	9.1.1.2	18,000	hours	\$ 39.50	\$ 711,000.00
11	Rental Rate (1 month)	9.1.1.3	1,000,000	pieces	\$ 0.85	\$ 850,000.00
12	Per Diem Rate - JEA will only pay up to \$150/day. Per Diem is NOT subject to CPI adjustment.	9.1.1.4	100	days	\$ 90.00	\$ 9,000.00
13	Critical Response Time during emergencies	7.5	10	# of hours	2	
<b>Subtotal - Non-Specific Scaffold 5-Years</b>						<b>\$ 3,546,500.00</b>

<b>JEA 5-YEAR PRICE TOTAL FOR BID FORM</b>						<b>\$ 3,982,900.00</b>
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Respondent Rates Workbook Scaffolding Services for JEA				First Round						
				Sunbelt Rentals		Pen Gulf		Brock Industrial		
Line	Specific Scaffolding Description	Tech. Spec. Section	Estimated Quantities (5-Years)	Unit	Price per Item	5-Year Totals	Price per Item	5-Year Totals	Price per Item	5-Year Totals
1	NES Unit 1 or 2 - Boiler - Partial Scaffolding	8.1	2	each	\$ 24,750.00	\$ 49,500.00	\$ 171,750.00	\$ 8	\$ 163,500.00	\$ 163,500.00
2	NES Unit 1 or 2 - Boiler - Full Scaffolding	8.2	1	each	\$ 65,972.00	\$ 65,972.00	\$ 245,451.00	\$ 5	\$ 245,451.00	\$ 245,451.00
3	NES Unit 1 or 2 - Boiler - Partial Scaffolding	8.3	1	each	\$ 11,725.00	\$ 11,725.00	\$ 46,643.95	\$ 2	\$ 23,317.98	\$ 23,317.98
4	NES Unit 1 or 2 - System Observer Walk (see subpart 11)	8.4.1	9	each	\$ 15,777.00	\$ 142,000.00	\$ 64,897.84	\$ 9	\$ 82,000.00	\$ 82,000.00
5	Non-Specific Scaffolding	7.5	1	each	\$ 15,777.00	\$ 15,777.00	\$ 64,897.84	\$ 9	\$ 82,000.00	\$ 82,000.00
6	NES Unit 1 or 2 - System Observer Stand to Walk (see subpart 11)	8.4.2	9	each	\$ 15,777.00	\$ 142,000.00	\$ 64,897.84	\$ 9	\$ 82,000.00	\$ 82,000.00
7	NES Unit 1 or 2 - System Observer Stand to Walk (see subpart 11)	8.4.3	9	each	\$ 15,777.00	\$ 142,000.00	\$ 64,897.84	\$ 9	\$ 82,000.00	\$ 82,000.00
8	NES Unit 1 or 2 - System Observer Stand to Walk (see subpart 11)	8.4.4	9	each	\$ 15,777.00	\$ 142,000.00	\$ 64,897.84	\$ 9	\$ 82,000.00	\$ 82,000.00
Subtotal - Specific Scaffolding 5-Years						\$ 509,682.00		\$ 2,025,720.00		\$ 1,372,760.00
9	Unit Price Labor Rate (L)	9.1.1.1	10	hour	\$ 30.00	\$ 300.00	\$ 33.00	\$ 330.00	\$ 35.00	\$ 350.00
10	Unit Price Labor Rate (M)	9.1.1.2	10	hour	\$ 40.00	\$ 400.00	\$ 43.00	\$ 430.00	\$ 45.00	\$ 450.00
11	Unit Price Labor Rate (N)	9.1.1.3	10	hour	\$ 1.00	\$ 10.00	\$ 1.35	\$ 13.50	\$ 1.50	\$ 15.00
12	Unit Price Labor Rate (O)	9.1.1.4	10	hour	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00
13	Critical Response Time during emergencies	7.5	1	each	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1
Subtotal - Non-Specific Scaffolding 5-Years						\$ 3,740,000.00		\$ 4,772,000.00		\$ 5,548,500.00
5-Year Totals						\$ 4,249,682.00		\$ 6,797,720.00		\$ 6,921,260.00

Sunbelt Rentals - Current Pricing			
Line	Specific Scaffolding Description	Tech. Spec. Section	Estimated Quantities (5-Years)
1	NES Unit 1 or 2 - Boiler - Partial Scaffolding	8.1	2
2	NES Unit 1 or 2 - Boiler - Full Scaffolding	8.2	1
3	NES Unit 1 or 2 - Boiler - Partial Scaffolding	8.3	1
4	NES Unit 1 or 2 - System Observer Walk (see subpart 11)	8.4.1	9
5	Non-Specific Scaffolding	7.5	1
6	NES Unit 1 or 2 - System Observer Stand to Walk (see subpart 11)	8.4.2	9
7	NES Unit 1 or 2 - System Observer Stand to Walk (see subpart 11)	8.4.3	9
8	NES Unit 1 or 2 - System Observer Stand to Walk (see subpart 11)	8.4.4	9
Subtotal - Specific Scaffolding 5-Years			
9	Unit Price Labor Rate (L)	9.1.1.1	10
10	Unit Price Labor Rate (M)	9.1.1.2	10
11	Unit Price Labor Rate (N)	9.1.1.3	10
12	Unit Price Labor Rate (O)	9.1.1.4	10
13	Critical Response Time during emergencies	7.5	1
Subtotal - Non-Specific Scaffolding 5-Years			

Sunbelt Industrial			
Line	Specific Scaffolding Description	Tech. Spec. Section	Estimated Quantities (5-Years)
1	NES Unit 1 or 2 - Boiler - Partial Scaffolding	8.1	2
2	NES Unit 1 or 2 - Boiler - Full Scaffolding	8.2	1
3	NES Unit 1 or 2 - Boiler - Partial Scaffolding	8.3	1
4	NES Unit 1 or 2 - System Observer Walk (see subpart 11)	8.4.1	9
5	Non-Specific Scaffolding	7.5	1
6	NES Unit 1 or 2 - System Observer Stand to Walk (see subpart 11)	8.4.2	9
7	NES Unit 1 or 2 - System Observer Stand to Walk (see subpart 11)	8.4.3	9
8	NES Unit 1 or 2 - System Observer Stand to Walk (see subpart 11)	8.4.4	9
Subtotal - Specific Scaffolding 5-Years			
9	Unit Price Labor Rate (L)	9.1.1.1	10
10	Unit Price Labor Rate (M)	9.1.1.2	10
11	Unit Price Labor Rate (N)	9.1.1.3	10
12	Unit Price Labor Rate (O)	9.1.1.4	10
13	Critical Response Time during emergencies	7.5	1
Subtotal - Non-Specific Scaffolding 5-Years			

Sunbelt Industrial BAFO (NO CHANGE)			
Line	Specific Scaffolding Description	Tech. Spec. Section	Estimated Quantities (5-Years)
1	NES Unit 1 or 2 - Boiler - Partial Scaffolding	8.1	2
2	NES Unit 1 or 2 - Boiler - Full Scaffolding	8.2	1
3	NES Unit 1 or 2 - Boiler - Partial Scaffolding	8.3	1
4	NES Unit 1 or 2 - System Observer Walk (see subpart 11)	8.4.1	9
5	Non-Specific Scaffolding	7.5	1
6	NES Unit 1 or 2 - System Observer Stand to Walk (see subpart 11)	8.4.2	9
7	NES Unit 1 or 2 - System Observer Stand to Walk (see subpart 11)	8.4.3	9
8	NES Unit 1 or 2 - System Observer Stand to Walk (see subpart 11)	8.4.4	9
Subtotal - Specific Scaffolding 5-Years			
9	Unit Price Labor Rate (L)	9.1.1.1	10
10	Unit Price Labor Rate (M)	9.1.1.2	10
11	Unit Price Labor Rate (N)	9.1.1.3	10
12	Unit Price Labor Rate (O)	9.1.1.4	10
13	Critical Response Time during emergencies	7.5	1
Subtotal - Non-Specific Scaffolding 5-Years			

Sunbelt Industrial BAFO			
Line	Specific Scaffolding Description	Tech. Spec. Section	Estimated Quantities (5-Years)
1	NES Unit 1 or 2 - Boiler - Partial Scaffolding	8.1	2
2	NES Unit 1 or 2 - Boiler - Full Scaffolding	8.2	1
3	NES Unit 1 or 2 - Boiler - Partial Scaffolding	8.3	1
4	NES Unit 1 or 2 - System Observer Walk (see subpart 11)	8.4.1	9
5	Non-Specific Scaffolding	7.5	1
6	NES Unit 1 or 2 - System Observer Stand to Walk (see subpart 11)	8.4.2	9
7	NES Unit 1 or 2 - System Observer Stand to Walk (see subpart 11)	8.4.3	9
8	NES Unit 1 or 2 - System Observer Stand to Walk (see subpart 11)	8.4.4	9
Subtotal - Specific Scaffolding 5-Years			
9	Unit Price Labor Rate (L)	9.1.1.1	10
10	Unit Price Labor Rate (M)	9.1.1.2	10
11	Unit Price Labor Rate (N)	9.1.1.3	10
12	Unit Price Labor Rate (O)	9.1.1.4	10
13	Critical Response Time during emergencies	7.5	1
Subtotal - Non-Specific Scaffolding 5-Years			

TOTAL			
SUNBELT RENTALS - CURRENT PRICING	\$ 4,249,682.00		\$ 6,797,720.00
SUNBELT INDUSTRIAL	\$ 4,494,000.00		\$ 6,472,737.93
SUNBELT INDUSTRIAL BAFO	\$ 3,982,000.00		\$ 5,548,500.00
SUNBELT INDUSTRIAL BAFO (NO CHANGE)	\$ 4,772,000.00		\$ 6,921,260.00
<b>TOTAL</b>	<b>\$ 4,494,000.00</b>		<b>\$ 6,472,737.93</b>