SUBJECT: PIGGYBACK JEA CONTRACT #168517 JOINT AGENCY SECURITY SERVICES

BID #: PSC-0546-18 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: FIVE (5) YEARS FROM DATE OF EXECUTED CONTRACT THROUGH SEPTEMBER 30, 2022, WITH A ONE (1) YEAR RENEWAL OPTION

AGENCY: JACKSONVILLE SHERIFF'S OFFICE

BASIS OF AWARD: PIGGYBACK

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER: ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to piggyback JEA Contract #168517 for Security Services for the Department of Corrections to First Coast Security. The contract period for Shands and the Juvenile Assessment Center will be from October 1, 2018, through September 30, 2022, and the period of service for the Duval County Courthouse will be from November 1, 2018 through September 30, 2022, with one (1) one (1) year renewal option. The total estimated expenditure for FY19 is $5,122,437.04. The total amount of the award will be $21,430,365.91.

Funding Source:

SHCO011CP-03405 in the amount of $1,628,202.33.
SHCO011JLPT-03405 in the amount of $3,494,234.71.
To be executed through contract payments for the services.

Attachments: Recommendation Memo, Vendor Letter and JEA Contract (Specifications)

ANALYST: Marleen Doran **RESPECTFULLY SUBMITTED**

Marleen Doran

GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Tammy Morris, Director of Department of Corrections

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

To: Gregory Pease
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

06/15/18 14:49:49
Procurement Division

From: Tammy Morris
Director of Department of Corrections

Subject: Award Request – Piggyback JEA Contract #168517 Security Services – JEA BID #093-17

Date: June 1, 2018

The Jacksonville Sheriff's Office is requesting a piggyback award under Sections 126.211 and 126.309 of the ordinance code to procure Security Services for the Department of Corrections. We request authorization to utilize the JEA Solicitation #093-17, which was competitively procured and issued between JEA and First Coast Security. The contract is an active contract between JEA and the vendor. We are requesting an award between the Jacksonville Sheriff's Office and First Coast Security. The contract period for Shands and the Juvenile Assessment Center will be from October 1, 2018, through September 30, 2022, and the period of service for the Duval County Courthouse will be from November 1, 2018, through September 30, 2022, with one (1) one (1) year renewal option. The total amount of the award will be $ 21,430,365.91. The total estimated annual expenditure for FY19 is $ 5,122,437.04. The funding will be split $ 1,628,202.33 from account code SHCO011CP-03405 and $ 3,494,234.71 from account code SHCO011JLPT-03405. We will be making contract payments for the services.

Attached is a copy of solicitation #093-17 and contract #168517 between JEA and First Coast Security. Piggybacking on the contract will enable the Jacksonville's Sheriff's Office to obtain the best pricing available for Security Services. We are requesting authorization for the contract to be executed by the Mayor's office.

Attached is a copy of the copy of the Certificate of Liability Insurance approved by Risk Management.

Please let me know if you require any additional information. Thank you for your assistance.

FCS
FIRST COAST SECURITY

May 23, 2018

Bill Clement, CPA
Chief of Budget
Jacksonville Sheriff's Office
501 E. Bay Street
Jacksonville, FL 32202

Dear Mr. Clement:

Please accept this letter as First Coast Security Services' consent and acceptance for the Jacksonville Sheriff's Office to "piggy back" on JEA Contract #168517, including all of the contract's terms and conditions as they relate to supporting the JSO portion of the contract and the billing structure put forth in the JEA contract.

Please see the attached Certificate of Insurance for this Contract.

Sincerely,

Chris Austin
Chief Administrative Officer

1 Independent Drive #117 • Jacksonville, FL 32202 • (904) 598-1993 • Fax: (904) 598-1998 • www.fcssfl.com

Doran, Marleen

From: Baines, Deidra B. <Deidra.Baines@jaxsheriff.org>
Sent: Tuesday, August 07, 2018 11:53 AM
To: Doran, Marleen
Cc: Clement, William J.
Subject: FW: JEA Piggyback Contract Insurance
Attachments: FCS Budget Proposal for Security Guard.xlsx; JEA 093-17 Addendum 4 Best and Final Offer - Appendix B Bid Workbook.xlsx

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Marleen,

Per our conversation regarding the rates I am attaching the FCS quote and Addendum 4 best and final offer with Appendix B bid workbook. The JEA contract allows for different pay rates per labor category, See attached JEA Addendum 4, Tab- Appendix B Tier Pay Schedule. In the proposed budget, the amount is listed in the" Tier" column the tier pay rate selected then you use the appropriate multiplier (markup) to come up with the bill rate. For example if you look at the proposal for Shands you will find the amount of $25.66 on Appendix B Tier Pay Schedule Tier 4 for the Account Manager. You will find Dispatch Officer pay amount $15.93 in Tier 1. You will find Senior Security Officer Armed $14.50 in Tier 1 and Security Officer Armed $13.50 in Tier 6 on the spreadsheet. In the bid package and in the best and final offer they can select the tier based on the Task Order for the individual job. Our job scope for Shands is different than what would be required at JEA or the City of Jacksonville for an armed security guard. We feel comfortable with the tier levels for the job scope.

Let me know if you have any questions.

Deidra Baines
Procurement Manager
Budget Division
Jacksonville Sheriff's Office
Police Memorial Building
Phone - (904) 630-5970
E-Mail – Deidra.Baines@jaxsheriff.org

Please note that under Florida's very broad public records law, e-mail communications to and from city officials are subject to public disclosure.

FCS
FIRST COAST SECURITY

JSO UF Shands

Position	Tier	Pay rate	Multiplier	Bill Rate	HPW	Weekly Costs	Annualized Costs	Est. Training Hours	Est. Annual Training Costs	Total Annual Costs
Account Manager	4	$ 25.66	1.24	$ 31.82	40	$ 1,272.74	$ 66,360.46		$ -	$ 66,360.46
Assistant Account Manager		$ -	1.22	$ -	0	$ -	$ -		$ -	$ -
Site Manager		$ -	1.23	$ -	0	$ -	$ -		$ -	$ -
Dispatch Supervisor		$ -	1.32	$ -	0	$ -	$ -		$ -	$ -
Shift Supervisor			1.24	$ -		$ -	$ -		$ -	$ -
Dispatch Officer	1	$ 15.93	1.28	$ 20.39	168	$ 3,425.59	$ 178,610.12		$ -	$ 178,610.12
Sr Security Officer Armed	Base	$ 14.50	1.32	$ 19.14	1460	$ 27,944.40	$ 1,457,021.02		$ -	$ 1,457,021.02
Security Officer Armed	6	$ 13.50	1.28	$ 17.28	1460	$ 25,228.80	$ 1,315,429.63	1600	$ 21,680.00	$ 1,337,109.63
Sr Security Officer Unarmed		$ -	1.27	$ -		$ -	$ -		$ -	$ -
Security Officer Unarmed			1.29	$ -		$ -	$ -		$ -	$ -

Total Annual Base hours	$ 3,017,421.22
Total Annual Training Cost	$ 21,680.00
Total Annual Labor Cost	$ 3,039,101.22
Total Equipment Cost	$ 14,111.69
Total Cost	$ 3,053,212.91

Equipment Costs	Cost per Week	Annualized
Cell phones	$ 16.80	$ 875.95
Vehicle	$ 253.85	$ 13,235.74
Total	$ 270.65	$ 14,111.69

Notes:

I estimated the number of hours at 12,250 hours per month. I evenly split this between Senior Officer and regular armed officers.

Appendix A.11.3.2 Page 13 of the solicitation states that JSO will pay for all on site specialized training. FCS handles orienation, CPR and AED training. I estimtated the training at 40 hours preassignment and 40 officers the first year. This is billed at the base unarmed bill rate despite the classification they may work.

The current UF contract calls for a vehicle Section 10.4 page 13. I put the cost for the vehicle in per the JEA solicitation. **I have not budgeted fuel but this would be a cost for JSO per Appendix A 18.4.2 Page 25.**

I have not factored in the cost of radios for the officers. Per Appendix 17.6.4.1 Page 23 JSO would be responsible for radios or communication. We have a repeater we use for the COJ contract that piggybacks on this one and we charge the city $15.87 per week for the radios. We handle everything if that is an option.

I factored in a phone for the Account Manager. Per Appendix A 17.3.1.3 this cost is reimbursable by JSO.

I am not sure if any other equipment is needed but if so it will be billed with a 25% markup per Appendix A 15

Just a side note on the JEA solicitation Appendix A 13.3.3 it requires 48 hour notice of additional hours or they can be billed at OT. **However when you put the contract together we will want to exclude that provision since it goes against how Shands is handled.**

I have not factored in but would like to request that we put if called in an officer would receive a minimum of 3 hours of pay.

Facility	Location	Shift	Shift Times	Armed Security Officer - Supervisor	Unarmed Security Officer Supervisor	Unarmed Security Officer	Security Officer Supervisor - UF Health	Security Officer - UF Health - Male	Security Officer - UF Health - Female	JAC Security Officer - Male	JAC Security Officer - Female
Duval County Courthouse	Main Entrance	Weekday - Day	7:00am to 6:00pm	1 (6:00am - 4:00pm)	1 (6:30am - 3:30pm)	12	-	-	-	-	-
		Weekday - Night (Inside/Outside Patrol)	6:00pm to 6:00am	-	-	3	-	-	-	-	-
		Weekend - Day	6:00am to 6:00pm	-	-	3	-	-	-	-	-
		Weekend - Night	6:00pm to 6:00am	-	-	3	-	-	-	-	-
		Holiday - Day	6:00am to 6:00pm	-	-	3	-	-	-	-	-
		Holiday - Night	6:00pm to 6:00am	-	-	3	-	-	-	-	-
	East Garage	Weekday - Night	3:30pm to 12:00am	1	-	-	-	-	-	-	-
	West Garage	Weekday - Night	3:30pm to 12:00am	1	-	-	-	-	-	-	-
	Employee Entrance (East)	Weekday - Night	3:30pm to 12:00am	1	-	-	-	-	-	-	-
		Weekday - Day	6:00am to 2:30pm	-	1	1	-	-	-	-	-
		Weekday - Evening	2:30pm to 11:00pm	-	-	2	-	-	-	-	-
		Weekday - Night	11:00pm to 6:00am	-	-	3	-	-	-	-	-
		Weekend - Day	6:00am to 6:00pm	1	-	3	-	-	-	-	-
		Weekend - Night	6:00pm to 6:00am	1	-	3	-	-	-	-	-
		Holiday - Day	6:00am to 6:00pm	1	-	3	-	-	-	-	-
		Holiday - Night	6:00pm to 6:00am	1	-	3	-	-	-	-	-
	Employee Entrance (West)	Weekday - Day	7:00am to 6:00pm	-	-	2	-	-	-	-	-
	Maintenance Loading Dock	Weekday - Day	7:00am to 5:00pm	-	1	2	-	-	-	-	-
	Mailroom Loading Dock	Weekday - Day	7:00am to 5:00pm	-	-	2	-	-	-	-	-
Pre-Trial Detention Facility	Courtroom	Weekday - Day	7:00am to 6:00pm	-	1	2	-	-	-	-	-
		Weekend - Day	7:00am to 6:00pm	-	1	2	-	-	-	-	-
UF Health Jacksonville	Facility	Weekday - Day	6:45am to 2:45pm	-	-	-	1	3	2	-	-
		Weekday - Evening	3:00pm to 11:00pm	-	-	-	1	4	4	-	-
		Weekday - Night	11:00pm to 7:00am	-	-	-	1	4	4	-	-
		Weekends	7:00am to 3:00pm	-	-	-	1	4	4		
		Holidays (Mon - Fri)	7:00am to 3:00pm	-	-	-	1	4	4	-	-
Juvenlie Assessment Center	Facility	Daily - Night	10:00pm to 6:00am	-	-	-	-	-	-	1	1
		Daily - Morning	6:00am to 2:00pm	-	-	-	-	-	-	1	1
		Daily - Evening	2:00pm to 10:00pm	-	-	-	-	-	-	1	1

	Courthouse	Shands	JAC	
FY19	$ 1,628,202.33	$ 3,181,635.13	$ 312,599.58	$ 5,122,437.04
FY20	$ 1,677,048.40	$ 3,277,084.18	$ 321,977.57	
FY21	$ 1,727,359.85	$ 3,375,396.71	$ 331,636.89	
FY22	$ 1,779,180.65	$ 3,476,658.61	$ 341,586.00	
Total	$ 6,811,791.23	$ 13,310,774.63	$ 1,307,800.04	$ 21,430,365.91

SHCO011CP-03405 SCHO011JLPT-03405

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

APPROVED
By Ann Willis at 3:15 pm, Aug 01, 2018

DATE (MM/DD/YYYY) 8/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Wood Gutmann & Bogart
15901 Red Hill Ave., Suite 100
Tustin CA 92780

CONTACT NAME: Katie Frye
PHONE (A/C, No, Ext): 714-505-7000 FAX (A/C, No): 714-573-1770
E-MAIL ADDRESS: kfrye@wgbib.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allied World Surplus Lines	
INSURER B : Travelers Property Casualty Co of Amer	25674
INSURER C : Twin City Fire Insurance Co	29459
INSURER D : HARTFORD CAS INS CO	29424
INSURER E : Chubb Group of Insurance Co.	20281
INSURER F :	

INSURED FIRST04
First Coast Security Services, Inc.
1 Independent Drive, Ste. 117
Jacksonville, FL 32202

COVERAGES **CERTIFICATE NUMBER:** 1847821641 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**	Y	Y	5200079704	9/1/2017	9/1/2018	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 5,000,000
	POLICY X PRO-JECT LOC							$
B	**AUTOMOBILE LIABILITY**			8J159085	9/1/2017	9/1/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Comp.: $1000 X Coll.: $1000							$
A	**UMBRELLA LIAB** X OCCUR			5201017704	9/1/2017	9/1/2018	EACH OCCURRENCE	$ 10,000,000
	X **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		16WEOY1102	5/1/2018	5/1/2019	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Scheduled Equipment			72SBABA5883	9/1/2017	9/1/2018	$188,660	
A	Errors & Omissions			5200079704	9/1/2017	9/1/2018	$1,000,000	
E	Crime			82369473	9/1/2017	9/1/2018	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder(s) is/are named as additional insured per the attached endorsements as required by written contract subject to the terms & conditions of the policy:

Attached Endorsements are:
General Liability - Additional Insured #CG 20 10 07 04
General Liability - Primary & Non Contributory #CG 20 10 07 04
General Liability - Per Project Aggregate #CG 25 03 05 09
General Liability - Waiver of Subrogation #CG 24 04 05 09
See Attached...

CERTIFICATE HOLDER

The City of Jacksonville
555 W. 44th Street
Jacksonville FL 32208

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: FIRST04

LOC #:

ACORD® ADDITIONAL REMARKS SCHEDULE

AGENCY Wood Gutmann & Bogart	NAMED INSURED First Coast Security Services, Inc. 1 Independent Drive, Ste. 117 Jacksonville, FL 32202
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Commercial Auto - Additional Insured & Waiver of Subrogation #CA T3 53 06 09
Commercial Auto - Primary Insurance Coverage # CA T4 74 08 17
Workers Compensation - Waiver of Subrogation #WC 00 03 13

Re: City of Jacksonville, its members, officials, officers, employees and agents are named as additional insured on General Liability (Professional Liability is included under the General Liability) and Automobile Liability. Waiver of Subrogation in favor of City of Jacksonville, its members, officials, officers, employees and agents applies to General Liability (Professional Liability is included under the General Liability), Automobile Liability, and Workers Compensation. Primary & Non-Contributory applies on the General Liability (Professional Liability is included under the General Liability), and Auto policies per the attached endorsements. Excess Liability is follow form to the General Liability (Professional Liability is included under the General Liability), Automobile Liability, and Workers Compensation. 30 Day Notice of Cancellation to the City of Jacksonville applies to all policies, endorsements to follow from carrier.

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APPROVED
By Ann Willis at 9:29 am, Jul 05, 2018

EXHIBIT A
INDEMNIFICATION

Company shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Company shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Company shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident
	$ 1,000,000 Disease Policy Limit
	$ 1,000,000 Each Employee/Disease

This insurance shall cover the Company (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability	$3,000,000 per Claim $6,000,000 Aggregate

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

Umbrella/ Excess Liability	$4,000,000 Each Occurrence $4,000,000 Aggregate.

The Umbrella/Excess Liability policy shall be in excess of the above limits without any gap. The Umbrella/ Excess Liability coverage will follow-form the underlying coverages and provides on an Occurrence basis all coverages listed above.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2026 , Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Company's Insurance Primary. The insurance provided by the Company shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Company. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Company's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Company or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Company shall relieve Company of Company's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Company shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current

certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Company shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Company shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Company under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Company shall present this Contract and Exhibit A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

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2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **e.** in Paragraph **B.7.**, **Policy Term, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(b) Neither you nor any other involved "insured" will make any settlement without our consent.

(c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(d) We will reimburse the "insured":

(i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION **II** – LIABILITY COVERAGE;

(ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION **II** – LIABILITY COVERAGE,

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and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

(3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4.**, **Coverage Extensions,** of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

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(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 16 WE OY1102 **Endorsement Number:**

Effective Date: 05/01/2018 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: FIRST COAST SECURITY SERVICES INC

1 INDEPENDENT DR STE 117
JACKSONVILLE, FL 32202

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION
FROM WHOM YOU ARE REQUIRED BY
WRITTEN CONTRACT OR AGREEMENT
TO OBTAIN THIS WAIVER OF
RIGHTS FROM US.

Countersigned by _____
Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: **Any person or organization against whom you have agreed to waive your right of recovery in a written contract provided such a contract was executed prior to the date of loss.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket Basis – Any entity that the named insured through written contract or agreement agrees to include as an additional insured. Item 4.b. of Section IV – commercial liability conditions is amended by the addition of the following: (3) this insurance is primary and /or non contributory to any coverage afforded to the "additional insured" if a written contract or agreement states the named insured agrees to name a person or entity as an additional insured.	Any
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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CPA 168517

Formal Bid and Award System

Award #11 September 21, 2017

Type of Award Request:	BID (ITN)
Request #:	1847
Requestor Name:	Edwards, Brandon L. - Manager, Physical Security
Requestor Phone:	(904) 665-6584
Project Title:	Security Services
Project Number:	31000
Project Location:	JEA and SJRPP
Funds:	O&M
Award Estimate:	$20,000,000.00

Scope of Work:

This solicitation is a joint effort between JEA, COJ, JSO, JTA and JPA to create a single solicitation and provide the identified services for all agencies as a collaborative sourcing effort.

This scope of work is to establish a contract with personnel and related equipment for contract security workforce. This includes stationary posts, foot and vehicle patrols, and workforce management. This also includes security systems and console operation for monitoring various access control, alarm, CCTV, fire, life safety and other integrated security systems. Each agency will award contracts based off the Response Workbook.

JEA IFB/RFP/State/City/GSA#:	093-17
Purchasing Agent:	Lovgren, Rodney Dennis
Is this a Ratification?:	NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	JEA Amount
FIRST COAST SECURITY SERVICES INC	Earle Ginn	eginn@fcssfl.com	1 Independent Dr #117 Jacksonville FL 32202	(904) 592-1993	$18,105,231.87

Amount for entire term of Contract/PO:	$18,105,231.87
Award Amount for remainder of this FY:	$0.00
Length of Contract/PO Term:	Five (5) Years w/One (1) – 1 Yr. Renewal
Begin Date (mm/dd/yyyy):	10/01/2017
End Date (mm/dd/yyyy):	09/30/2022
Renewal Options:	YES – One (1) – 1 Yr. Renewal
JSEB Requirement:	JSEB Optional goal, DBE goal set by JTA

BIDDERS:

***Total Comparison used in Award Evaluation**

Name	All Agency Amount	First Round Score	Score	BAFO Amount	BAFO Score	BAFO Rank
FIRST COAST SECURITY SERVICES INC.	$69,217,937.78	91.7	1	$69,217,937.78	93.3	1
ALLIED UNIVERSAL CORPORATION	$72,514,385.32	85.5	2	$71,518,098.39	86.8	2
G4S SECURITY SERVICES	$84,974,708.25	76.4	3	N/A	N/A	N/A
SECURITY ALLIANCE	$79,756,886.30	73.8	4	N/A	N/A	N/A
NORTHERN SECURITY FORCE	$70,349,779.19	N/A	Did not meet Minimum Qualifications			
DYNAMIC SECURITY INC.	$69,283,706.01	N/A	Did not meet Minimum Qualifications			
SECURITAS SECURITY SERVICES USA INC.	$74,718,704.49	N/A	Did not meet Minimum Qualifications			
BARKLEY SECURITY SERVICES	$76,634,594.56	N/A	Did not meet Minimum Qualifications			

Background/Recommendations:

Advertised 05/25/2017. Twenty-four (24) companies attended the mandatory pre-response meeting held on 06/14/2017. At Response opening on 07/25/2017, JEA received eight (8) Responses. Four (4) companies were evaluated on rates, incentive and approach to performing the work. First Coast Security Services (FCSS) and Allied Universal Corporation were short listed and invited to submit Best and Final Offers (BAFO). FCSS is the highest evaluated company and the lowest aggregate cost. Note, FCSS did not change their pricing in the BAFO round.

COJ, JSO, JTA and JPA participated in the bid process and their forecast spend was aggregated with JEA's spend for a five (5) year multi-agency Bid. The participating agencies were approximately seventy-five percent (75%) of the forecast. The submitted Bid price included all five (5) agencies forecasts. Price adjustment is CPI annually. The evaluation matrix and BAFO Response Workbook is attached as back-up.

When comparing JEA's FCSS current contract pricing with the new contract price, the aggregate savings is $179,982.50, or approximately one-percent (1%) for the five (5) year term. There is also an incentive spend that reduces the mark-up by 0.5% for the following year if all participating agencies spend $14M annually, and a 1.5% reduction if they spend $18M annually. The price comparison spreadsheet is attached as back-up.

It should be noted that FCSS is a privately held, locally headquartered company with additional offices in Ohio, Virginia and California. They provide approximately 3.2 million hours (40% armed) guard services annually. If all participating agencies awarded contracts the total number of hours would be approximately 350,000 hours, or eleven (11%) of the total hours of service provided. FCSS is incumbent to COJ and JEA,

and is sufficiently positioned to provide service to the remaining three (3) agencies should they elect to piggyback on JEA's contract.

093-17 – Request approval to award a five (5) year contract to First Coast Security Services, Inc. for security services for JEA and SJRPP in the amount of $18,105,231.87, subject to the availability of lawfully appropriated funds.

VP: Hobson, Ted E. - Chief Compliance Officer

APPROVALS:

9-21-17

Chairman, Awards Committee **Date**

9/21/17

Manager, Capital Budget Planning **Date**

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

APPENDIX B
BEST AND FINAL OFFER (BAFO) RESPONSE FORM
093-17 Security Services for JEA

COMPANY INFORMATION:

COMPANY NAME: First Coast Security Services, Inc.

BUSINESS ADDRESS: 1 Independent Drive, Suite 117

CITY, STATE, ZIP CODE: Jacksonville, Florida 32202

TELEPHONE: (904) 598-1993

FAX: (904) 598 1998

EMAIL OF CONTACT: eginn@fcssfl.com

Enter Company Total Bid Price from the Bid Workbook	**$ 69,217,937.78**

X 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 (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, (3) that the Respondent is legally authorized to do business and maintains an active status in the State of Florida. The Respondent certifies that its recent, current, and projected workload will not interfere with the Respondent's ability to work in a professional, diligent and timely manner, and (4) that their organization acts as an independent consultant. (5) it shall execute in good faith Piggyback contracts of the Participant Agencies which incorporate this Solicitation terms and conditions, including any requirements in section 8 of the solicitation on a Participant Agency basis. In addition to the affirmative statement, full disclosure must be provided of any ownership interests or affiliations with any insurance companies, third party administrative agencies or any direct services provider networks. 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.

By signing the Respondent's Certification, the Respondent acknowledges that 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".

We have received addenda One (1) through Four (4)

August 23, 2017

Signature of Authorize Officer of Company or Agent — Date

Earle Ginn, Senior Vice President — (904) 598-1993

Printed Name & Title — Phone Number

Acknowledge receipt of this addendum on the Response Form

Building Community
Procurement Bid Office
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

August 22, 2017

ADDENDUM NUMBER: FOUR (4)

TITLE: SECURITY SERVICES FOR JEA

JEA ITN NUMBER: 093-17

BEST AND FINAL OFFER RESPONSE DUE DATE: August 23, 2017

TIME OF RECEIPT: 12:00 PM (EST)

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES

ADD: This Addendum 4 requests the Short-Listed Respondents to submit their Best and Final Offers (BAFOs) by August 23, 2017, 12:00 PM Noon (EST), by email to: lovgrd@jea.com Respondents not submitting a BAFO will have their first round submitted Total Bid Price and Incentive schedule used in calculating points. Individual Unit Prices for specific materials or scopes of work may change (increase or decrease), however, the submitted BAFO Total Bid Price cannot be higher than the submitted first round Total Bid Price.

Attached this Addendum 4, Short Listed Respondents will find attached the following;

- 093-17 Appendix B Best and Final Offer Response Form
- 093-17 Appendix B Best and Final Offer Bid Workbook

Companies shall submit:

093-17 Appendix B Best and Final Offer Response Form (PDF version)
093-17 Appendix B Best and Final Offer Bid Workbook (PDF version)
093-17 Appendix B Best and Final Offer Bid Workbook (excel version)

093-17 Security Services for JEA - First Round for Manager Approval										
Vendor Rankings	Edwards	Solano	Degraw	Total	Average	Rank	Price 77 pts	Price	Incentive totals	3 Points
First Coast Security Services	97.4	83.4	94.4	275.2	91.7	1	77.0	$ 69,217,937.78	$ 340,000.00	1.4
Security Alliance Group LLC	71.8	75.8	73.8	221.4	73.8	4	66.8	$ 79,756,886.30	$ 755,000.00	3.0
Allied Universal Security Services, LLC	89.2	80.2	87.2	256.6	85.5	2	73.5	$ 72,514,385.32	$ 185,000.00	0.7
G4S Secure Solutions	81.7	65.7	81.7	229.1	76.4	3	62.7	$ 84,974,708.25	$ -	

Edwards	Quotation of Rates (77 Points)	Quotation of Rates (3 points)	Ability to Design Approach & Workplan (20 points)	DBE Compliance for JTA (20%min for JTA)				Total	Rank
First Coast Security Services	77.0	1.4	19.0	42.6%				97.4	1
Security Alliance Group LLC	66.8	3.0	2.0	25%				71.8	4
Allied Universal Security Services, LLC	73.5	0.7	15.0	20%				89.2	2
G4S Secure Solutions	62.7	0.0	19.0	0%				81.7	3

Solano	Quotation of Rates (77 Points)	Quotation of Rates (3 points)	Ability to Design Approach & Workplan (20 points)	DBE Compliance for JTA (20%min for JTA)				Total	Rank
First Coast Security Services	77.0	1.4	5.0	42.6%				83.4	1
Security Alliance Group LLC	66.8	3.0	6.0	25%				75.8	3
Allied Universal Security Services, LLC	73.5	0.7	6.0	20%				80.2	2
G4S Secure Solutions	62.7	0.0	3.0	0%				65.7	4

Degraw	Quotation of Rates (77 Points)	Quotation of Rates (3 points)	Ability to Design Approach & Workplan (20 points)	DBE Compliance for JTA (20%min for JTA)				Total	Rank
First Coast Security Services	77.0	1.4	16.0	42.6%				94.4	1
Security Alliance Group LLC	66.8	3.0	4.0	25%				73.8	4
Allied Universal Security Services, LLC	73.5	0.7	13.0	20%				87.2	2
G4S Secure Solutions	62.7	0.0	19.0	0%				81.7	3

Overall Averages	Quotation of Rates (77 Points)	Quotation of Rates (3 points)	Ability to Design Approach & Workplan (20 points)					Total
First Coast Security Services	77.0	1.4	13.3					91.7
Security Alliance Group LLC	66.8	3.0	4.0					73.8
Allied Universal Security Services, LLC	73.5	0.7	11.3					85.5
G4S Secure Solutions	62.7	0.0	13.7					76.4

093-17 Security Services for JEA - BAFO for Manager Approval												
Vendor Rankings	Edwards	Solano	Degraw	Total	Average	Rank	Price 77 pts	Price	Incentive totals	3 Points	First Round Price	BAFO Reduction
First Coast Security Services	99.0	85.0	96.0	280.0	93.3	1	77.0	$ 69,217,937.78	$ 340,000.00	3.0	$ 69,217,937.78	$ -
Allied Universal Security Services, LLC	90.5	81.5	88.5	260.5	86.8	2	74.5	$ 71,518,098.39	$ 109,000.00	1.0	$ 72,514,385.32	$ 996,286.93

Edwards	Quotation of Rates (77 Points)	Quotation of Rates (3 points)	Ability to Design Approach & Workplan (20 points)	DBE Compliance for JTA (20%min for JTA)		Total	Rank
First Coast Security Services	77.0	3.0	19.0	42.6%		99.0	1
Allied Universal Security Services, LLC	74.5	1.0	15.0	20%		90.5	2

Solano	Quotation of Rates (77 Points)	Quotation of Rates (3 points)	Ability to Design Approach & Workplan (20 points)	DBE Compliance for JTA (20%min for JTA)		Total	Rank
First Coast Security Services	77.0	3.0	5.0	42.6%		85.0	1
Allied Universal Security Services, LLC	74.5	1.0	6.0	20%		81.5	2

Degraw	Quotation of Rates (77 Points)	Quotation of Rates (3 points)	Ability to Design Approach & Workplan (20 points)	DBE Compliance for JTA (20%min for JTA)		Total	Rank
First Coast Security Services	77.0	3.0	16.0	42.6%		96.0	1
Allied Universal Security Services, LLC	74.5	1.0	13.0	20%		88.5	2

Overall Averages	Quotation of Rates (77 Points)	Quotation of Rates (3 points)	Ability to Design Approach & Workplan (20 points)			Total
First Coast Security Services	77.0	3.0	13.3			93.3
Allied Universal Security Services, LLC	74.5	1.0	11.3			86.8

Notes:

FCSS did not make any changes to pricing or incentives in the first round or BAFO Round.

Allied Universal Security Services LLC Lowered their Bid price by $996,286.93 and decreased their incentive offered by $76,000.00

FCS ADDENDUM 4 BAFO - Addendum 4 - 093-17 Appendix B Bid Workbook Security Services for JEA (includes COJ, JAXPORT, JTA AND JSO forecasts)

Respondents will only enter percentage or dollar amounts in the yellow cells

Posts by hours per Agency

Hours by Agency By Post

Post	JEA	JPA	JTA	COJ	JSO	Estimated weekly Hours per Post	Base Rate (established by JEA)	Overhead & Profit Margin (Respondent provides this figure)	Billable Rate (Fully Burdened Labor including Overhead & Profit Margin)	JEA Bid Amount	JPA Bid Amount	JTA Bid Amount	COJ Bid Amount	JSO Bid Amount
Account Manager	40	40	40	40	0	160	$ 24.66	24%	$ 30.58	$ 1,223.14	$ 1,223.14	$ 1,223.14	$ 1,223.14	$ -
Assistant Account Manager	40	245			0	285	$ 21.39	22%	$ 26.10	$ 1,043.83	$ 6,393.87	$ -	$ -	$ -
Site Manager	40	568			40	648	$ 15.80	23%	$ 19.43	$ 777.16	$ 11,038.51	$ -	$ -	$ 777.16
Dispatch Supervisor	168	40			0	208	$ 18.66	32%	$ 21.99	$ 3,694.52	$ 879.65	$ -	$ -	$ -
Shift Supervisor	208			232	480	920	$ 15.50	24%	$ 19.22	$ 5,997.76	$ -	$ -	$ -	$ 18,069.04
Dispatch Officer	504	200		168	0	872	$ 15.68	28%	$ 20.07	$ 10,115.48	$ 4,014.08	$ -	$ 3,371.83	$ -
Senior Security Officer - Armed	720				0	720	$ 14.50	32%	$ 19.14	$ 13,780.80	$ -	$ -	$ -	$ -
Security Officer - Armed	2,000	72	496	1,510	1403	5,486	$ 12.60	28%	$ 16.13	$ 32,256.00	$ 1,161.84	$ 7,999.45	$ 24,353.28	$ 22,627.58
Senior Security Officer - Unarmed	40				0	40	$ 11.92	27%	$ 15.14	$ 605.54	$ -	$ -	$ -	$ -
Security Officer - Unarmed		2,556	524	1,590	1393	6,763	$ 10.50	29%	$ 13.55	$ -	$ 40,039.02	$ 7,097.58	$ 25,600.05	$ 18,868.19
Total weekly hrs / agency	3,760	4,338	1,060	3,600	3,368									

Annual Spend Incentives Discount	If interagency agg spend breaks	Next Year Discount	following years discount	Evaluated rebate percentage (3 points total)
eRespondents will enter discounts on a percentage base The reductions to the Overhead and profit margin for aggregate spend for interagencies (JEA, JPA, JAXPORT, COJ, JSO, JAA) spend (from ERP systems) exceeds the following If spend on a Contract Year basis exceeds the spend level, the Company shall discount the billable rates by the listed percentage	>6M annually	0.000%	$ -	
	>10M annually	0.000%	$ -	
	>14M annually	0.500%	$ 70,000.00	
	>18M annually	1.500%	$ 270,000.00	$ 340,000.00

Weekly Bid Amount for All Agencies Posts	$ 259,736.16
Annual Amount for All Agencies Posts	$ 13,504,280.20
Five Year Bid Total for all Agencies Posts	**$ 67,531,400.98**

Vehicles Rates and Forecast by Agency

Vehicles	# of Vehicles / Agency: JEA	JPA	JTA	COJ	JSO	Estimated Totals	Bill Rate / Each Vehicle Type / week	Bill Rate / Each Vehicle Type
Contract Approved Passenger Vehicle	7	0	4	1	0	12	$ 353.85	$ 3,046.20
Contract Approved 4 X 4 Pickup	1	0	0	0	0	1	$ 207.69	$ 207.69
Contract Approved 4 X 2 Pickup	0	18	0	0	0	18	$ 164.39	$ 2,959.02
Golf Cart / Electric	4	0	1	2	0	7	$ 39.11	$ 273.77
						Weekly Bill Rate		$ 6,486.68
						Annual Vehicle Bill Rate		$ 337,307.36
						5 Year Bill Rate		$ 1,686,536.80

JEA Bid Amount Vehicles	JPA Bid Amount Vehicles	JTA Bid Amount Vehicles	COJ Bid Amount Vehicles	JSO Bid Amount Vehicles
$ 1,776.95	$ -	$ 1,015.40	$ 253.85	$ -
$ 207.69	$ -	$ -	$ -	$ -
$ -	$ 2,959.02	$ -	$ -	$ -
$ 156.44	$ -	$ 39.11	$ 78.22	$ -
$ 2,141.08	$ 2,959.02	$ 1,054.51	$ 332.07	$ -

JEA Estimated Award Amount	JPA Estimated Award Amount	JTA Estimated Award Amount	COJ Estimated Award Amount	JSO Estimated Award Amount
The amounts listed below are the estimate award amounts for each Agency. Note each Agency shall independently make a decisions regarding Award and the Awarded amount.				
$ 18,105,231.87	$ 17,625,073.18	$ 4,517,435.64	$ 14,258,894.43	$ 14,648,963.94

Weekly Bid Amount for Vehicles all agencies	$ 6,486.68
Annual Amount for Vehicles all agencies	$ 337,307.36
Five Year Bid Amount for Vehicles all agencies	**$ 1,686,536.80**

Total five bid Amount Posts and Vehicles (enter this amount on the Response Form page 1) **$ 69,217,937.78**

This Solicitation Job Titles	Previous Contract Job Titles	5 yr forecast used for comparison	[illegible]	[illegible]	[illegible]	[illegible]	Incumbent billed rate	Incumbent Contract	FCSS hrly rate	FCSS Markup	FCSS Mark up as $	FCSS M/U Totals	FCS billed rate	New Contract
Account Manager	Account Manager	10,400					$ 30.83	$ 320,632.00	$ 24.66	24%	$ 5.92	$ 61,551	$ 30.58	$ 318,015.36
Assistant Account Manager	Assistant Account Manager	10,400					$ 24.98	$ 259,792.00	$ 21.39	22%	$ 4.71	$ 48,940	$ 26.10	$ 271,396.32
Site Manager	Site Manager	10,400					$ 19.89	$ 206,856.00	$ 15.80	23%	$ 3.63	$ 37,794	$ 19.43	$ 202,113.60
Dispatch Supervisor		43,680	$ 16.66	32%	$ 5.33	$ 232,867	$ 21.99	$ 960,575.62	$ 16.66	32%	$ 5.33	$ 232,867	$ 21.99	$ 960,575.62
Shift Supervisor	Shift Supervisor	54,080					$ 22.52	$ 1,217,881.60	$ 15.50	24%	$ 3.72	$ 201,178	$ 19.22	$ 1,039,417.60
Dispatch Officer	Dispatcher	131,040					$ 22.07	$ 2,892,052.80	$ 15.68	28%	$ 4.39	$ 575,318	$ 20.07	$ 2,630,025.22
Senior Security Officer - Armed	Senior Officer	187,200					$ 17.60	$ 3,294,720.00	$ 14.50	32%	$ 4.64	$ 868,608	$ 19.14	$ 3,583,008.00
Security Officer - Armed	Armed Officer	520,000					$ 16.39	$ 8,522,800.00	$ 12.60	28%	$ 3.53	$ 1,834,560	$ 16.13	$ 8,386,560.00
Senior Security Officer - Unarmed		10,400	$ 11.92	$ 0.27	$ 3.22	$ 33,471	$ 15.14	$ 157,439.36	$ 11.92	27%	$ 3.22	$ 33,471	$ 15.14	$ 157,439.36
Security Officer - Unarmed		-					$ 13.55	$ -	$ 10.50	29%	$ 3.05	$	$ 13.55	$ -
Incumbent vs. New Contract Labor Total		977,600				$ 4,041,809		$ 17,832,749.38				$ 3,894,287.07		$ 17,548,551.07
Mark up Dollars on Labor This Contract from Last Contract									$ (147,521.50)					
As a percentage									-3.65%					
Total Dollars on Labor Increase This Contract from Last Contract									$ (284,198.30)					
As a Percentage									-1.59%					

Vehicles		5 yr forecast used for comparison weeks of rental					Incumbent billed weekly rate	Current Contract					FCS billed rate	New Contract
Contract Approved Passenger Vehicle		1,820.0					$187.00	$ 340,340.00					253.85	462,007.0
Contract Approved 4 X 4 Pickup		260.0					$179.25	$ 46,605.00					207.89	53,999.4
Contract Approved 4 X 2 Pickup		-					$187.00	$ -					164.39	-
Golf Crat / Electric		1,040.0					$63.00	$ 65,520.00					39.11	40,674.4
Incumbent vs. New Contract Vehicle totals								$ 452,465.00						556,680.8
Increase from Last Contract	$ 104,215.80													
As a Percentage	23%													
Incumbent vs. New Contract Totals								$ 18,285,214.38						$ 18,105,231.87
Increase from Last Contract	$ (179,982.50)													
As a Percentage	-1%													

CONTRACT
BETWEEN
JEA
AND
FIRST COAST SECURITY SERVICES, INC.
JEA CONTRACT # 168517

THIS CONTRACT, is executed as of this 28th day of September 2017, (the "Effective Date"), by and between **JEA**, a body politic and corporate, in Duval County, Florida, with a principal office located at 21 W. Church St., Jacksonville, FL 32202("JEA"), and **FIRST COAST SECURITY SERVICES, INC.** , a corporation existing under the laws of Florida with its principal office located at 1 Independent Dr., Ste 117, Jacksonville, FL 32202 ("Company").

WITNESSETH

WHEREAS, pursuant to the JEA Procurement Code, JEA is authorized to procure goods and services via an Invitation to Negotiate ("ITN") solicitation process; and

WHEREAS, JEA invited vendors to participate in the ITN process, and those vendors that qualified were asked to submit their best and final offer ("the BAFO") to provide "Security Services" for JEA (the "Work"); and

WHEREAS, said Company has been accepted by JEA as the most responsive and responsible for the completion of the Work at and for the prices stated in the Company's BAFO.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

AGREEMENT

1) JEA hereby engages the Company and the Company hereby accepts said engagement for the purpose of performing the Work, as described in (i) JEA Solicitation # 093-17 designated as **"Security Services"**, as modified by Addenda #1 dated July 7, 2017, Addenda #2 dated July 14, 2017, Addendum #3 dated August 16, 2017, Addendum #4 dated August 17, 2017, (the "ITN"), and (ii) the Company's Best and Final attached hereto as **Exhibit B** (the "Bid Form").
2) The Work shall be performed strictly in accordance with the ITN, as amended by Addenda,

associated Technical Specifications, this Contract and **Exhibits A-B**, and all Purchase Orders issued pursuant to this Contract (collectively, the "Contract"), all of which are hereby specifically made part hereof by reference to the same extent as if fully set out herein.

3) JEA's Maximum Indebtedness under this Contract shall not exceed **Eighteen Million One Hundred Five Thousand Two Hundred Thirty One and 87/100 Dollars ($18,105,231.87)**, at and for the prices stated in **Exhibit B**. The Maximum Indebtedness is based on proposed JEA Capital and O & M budgets with the highest ranked bidders receiving greater award amounts.

4) **TERM.**
This Contract shall commence on the effective date of the Contract, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for five years ending **September 30, 2022**, or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole option to renew the Contract. It is at JEA's sole option to renew the Contract for one (1) additional one (1) year period. This Contract, after the initial year shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract.

5) **Price Adjustment** – Price adjustments shall be in accordance with the Consumer Price Index as specified in **Exhibit A**, attached hereto.

6) **Payments** - Payment method should be in accordance with **Exhibit A.**

7) All notices required or permitted under this Contract shall be in writing and shall be deemed received upon receipt. Notices shall be addressed by a party to the other party as follows:

In the case of JEA:

JEA
Attn: Brandon Edwards
21 W. Church Street, T8
Jacksonville, FL 32202
Ph: 904-665-6584
edwabl@jea.com

and to:

JEA
Attn: Heather Beard, Manager, Procurement Contract Administration
21 W. Church St. CC-6
Jacksonville, FL 32202
Ph: 904-665-7606
bearhb@jea.com

In the case of Company:

Earle Ginn
FIRST COAST SECURITY SERVICES, INC.
1 Independent Dr., Ste 117
Jacksonville, FL 32202
904-592-1993
eginn@fcssfl.com

Either party may change its address from time to time upon prior written notice to the other specifying the effective date of the new address.

REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, in triplicate, as of the day and year first above written.

ATTEST:

By: Michelle Hendrix

Name: Michelle Hendrix

Title: ~~Corporate Secretary~~

Date: 09/27/2017

FIRST COAST SECURITY SERVICES, INC.

By: [signature]

Name: Chris Austin

Title: Chief Operating Officer

Date: 9/27/2017

ATTEST:

By: [signature]

Name: Heather Beard
Title: Manager, Procurement Contract Administration

Date: 9-28-17

JEA

By: [signature]

John McCarthy
Sr. Director, Supply Chain Management & Operations Support

Date: 9-28-17

Approved by the JEA Awards Committee on September 21, 2017, Award Item No. 11.

EXHIBIT A

CONTRACT TERMS AND CONDITIONS

SOLICITATION

FOR PARTICIPATION IN

SECURITY SERVICES FOR JEA

JACKSONVILLE, FLORIDA

SOLICITATION NUMBER 093-17

MANDATORY PRE-RESPONSE MEETING
PRE-RESPONSE DATE: June 14, 2017
PRE-RESPONSE TIME: 2:00 PM (EST)
PRE-RESPONSE LOCATION: JEA CUSTOMER CENTER, 1ST FLOOR, ROOM 002, 21 W. CHURCH STREET, JACKSONVILLE, FL 32202

BIDS DUE NO LATER THAN 12:00 P.M. July 18, 2017
DIRECT DELIVERY OR MAIL TO:

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

JEA WILL PUBLICLY OPEN ALL BIDS RECEIVED ON July 18, 2017, AT 2:00 P.M. IN THE JEA CUSTOMER CENTER BID OFFICE, 1ST FLOOR, ROOM 002, 21 W. CHURCH STREET, JACKSONVILLE, FL 32202

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1. SOLICITATION

1.1. SCOPE, BACKGROUND AND INVITATION

1.1.1. SCOPE OF WORK

The purpose of this solicitation is to establish pricing for armed and unarmed security service for the facilities as specified in Appendix A – Technical Specifications. The work to be performed by the Company includes all labor, supervision, materials, tools and equipment, and reporting requirements as necessary for performing the work.

The scope of work consists of the services necessary to provide Contract security workforce, including stationary posts and foot and vehicle patrols, and workforce management. All maintenance and emergency services rendered under this contract shall be by uniformed employees of the Respondent and may NOT be sub-contracted.

The primary objective of the work is to facilitate the overall security of JEA/SJRPP employees, facilities and activities by employing a Contractor workforce to perform various security functions. Service locations are primarily in Duval County with some sites in St Johns, Clay, and Nassau counties. Additional adjacent counties may be included upon mutual agreement. The work to be performed by the successful Respondent includes providing all labor, supervision, materials, tools and equipment necessary to perform the Work.

1.1.2. BACKGROUND

The City of Jacksonville (COJ), Jacksonville Sheriff's Office (JSO), the Jacksonville Port Authority (JAXPORT), and the Jacksonville Transportation Authority (JTA), have also provided forecasts, technical specifications and requirements into this solicitation, with the intent of piggybacking off of JEA's contract.

JEA, on behalf of the Participating Agencies, will manage this Solicitation and make all administrative determinations concerning minimum qualifications, timeliness, responsiveness and all other aspects of administration of the Solicitation up to and including determining the lowest responsive and responsible Respondent.

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

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

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

The following background information is provided regarding the Participating Agencies:

City of Jacksonville (COJ) is the largest city by population in the U.S. state of Florida, and the largest city by area in the contiguous United States. It is the county seat of Duval County, with which the city government consolidated in 1968. Consolidation gave Jacksonville its great size and placed most of its metropolitan population within the city limits; with an estimated population of 853,382 in 2014, it is the most populous city proper in Florida and the Southeast, and the 12th most populous in the United States. Jacksonville is the principal city in the Jacksonville metropolitan area, with a population of 1,345,596 in 2010.

JAXPORT is located in Northeast Florida, in the heart of the South Atlantic, JAXPORT is a full-service, international trade seaport situated at the crossroads of the nation's rail and highway network. The port owns, maintains and markets three cargo terminals, a cruise terminal and an intermodal rail terminal along the St. Johns River: Blount Island Marine Terminal, Dames Point Marine Terminal, Talleyrand Marine Terminal, the JAXPORT Cruise Terminal and the JAXPORT Intermodal Container Transfer Facility.

The Jacksonville Transportation Authority (JTA) is an independent state agency serving Duval County, has multi-modal responsibilities. JTA designs and constructs bridges and highways and provides varied mass transit services. These include express and regular bus service, community shuttles for a neighborhood ride, a downtown Skyway monorail, the Trolley service, the Stadium Shuttle for various sporting events at Jacksonville Stadium, Paratransit for the disabled and elderly, and Ride Request on demand services.

Jacksonville Sheriff's Office (JSO) is a joint city-county law enforcement agency, which has primary responsibility for law enforcement, investigation, and corrections within the consolidated City of Jacksonville and Duval County, Florida, United States. Duval County includes the incorporated cities of Jacksonville, Atlantic Beach, Baldwin, Jacksonville Beach, and Neptune Beach; the beach cities have their own police departments as well.

JEA's physical address for headquarters is 21 west church street, Jacksonville, FL 32202.

JAXPORT's physical address for headquarters is 2831 Talleyrand Ave, Jacksonville, FL 32206

JTA's physical headquarters is 121 W Forsyth St #200, Jacksonville, FL 32202

COJ's City Hall is address 214 North Hogan Street, Jacksonville, FL 32202.

Jacksonville Sherriff's Office (JSO) – 501 East Bay Street, Jacksonville, FL 32202.

1.1.3. QUESTIONS

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

For Procurement Related Questions:
Buyer: RODNEY LOVGREN

E-mail: LOVGRD@JEA.COM

For Technical Questions:
Contact: BRANDON EDWARDS
E-mail: EDWABL@JEA.COM

1.1.4. INVITATION TO NEGOTIATE

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

JEA Solicitation Title: SECURITY SERVICES FOR JEA

JEA Solicitation Number: 093-17

To obtain more information about this Solicitation:

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

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

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

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

The Respondent shall be solely responsible for delivery of its Bid to the JEA Bid Office. **Please note: JEA employs a third party courier service to deliver its mail from the local U.S. Postal Service (USPS) which could cause a delay of Bid delivery if mailed through the USPS.** Therefore, JEA recommends direct delivery to the JEA Bid Office. Reliance upon the USPS, the courier service employed by JEA to make pick-ups from the local USPS, or public carriers is at the Respondent's risk.

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

1.1.5. MANDATORY PRE-RESPONSE MEETING

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

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

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

PRE-RESPONSE MEETING TIME: 2:00 PM
PRE-RESPONSE MEETING DATE: June 14, 2017
PRE-RESPONSE LOCATION: JEA Customer Center, 1st Floor, Room 002; 21 W. Church Street, Jacksonville, FL 32202

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

1.1.6. OPENING OF BIDS

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

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

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION

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

- Respondent shall have the required licensing as an individual entity or as a formal joint venture enterprise, which are maintained in good standing at the time of bid opening, under the provisions of the CHAPTER 493, FLORIDA STATUES specifically:
  - A CLASS "B" LICENSE FOR HEADQUARTERS
    AND
  - A CLASS "BB" LICENSE FOR ANY OF ITS BRANCH OFFICES.

- The Respondent shall have self-performed, or as a member of a formal joint venture, an ARMED and UNARMED guard service contract(s) for a minimum of a one (1) year in a **commercial** setting, in the last (5) years ending June 1, 2017. Additionally, the contract shall have required a minimum of 1,000 total hours **per week** of armed & unarmed service during the one (1) year time period.

- The Respondent shall have self-performed, or as a member of a formal joint venture, an ARMED and UNARMED guard service contract(s) a minimum of a one (1) year in a **government (Federal, State or Municipal)** setting, in the last (5) years ending June 1, 2017. Additionally, the contract shall have required a minimum of 1,000 total hours **per week** of armed & unarmed service during the one (1) year time period.

- The Respondent shall have self-performed, or as a member of a formal joint venture, an ARMED and UNARMED guard service contract(s) a minimum of a one (1) year in an **Industrial** setting in the last (5) years ending June 1, 2017. Additionally, the contract shall have required a minimum of 1,000 total hours **per week** of armed & unarmed service during the one (1) year time period.

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

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

1.2.2. SAFETY QUALIFICATION REQUIREMENTS

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

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

1.2.3. TIME

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

1.2.4. REQUIRED FORMS TO SUBMIT WITH THE RESPONSE

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

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

- Minimum Qualifications Form- This form can be found in Appendix B of this ITN
- Response Form- This can be found in Appendix B of this ITN
- Response Workbook - This can be found in Appendix B of this ITN
- List of subcontractors/Shop Fabricators (if any)
- Certification Regarding Lobbying

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

The following Forms are not mandatory, however, shall be submitted, if the Respondent is submitting the Response to be considered for award of a Piggyback contract for JTA

- JTA DBE Optional forms to be submitted with the Response
- 093-17 Appendix E – JTA Intent to Perform – Subcontractor
- 093-17 Appendix E – JTA Proposers List of Subcontractors contacted.
- 093-17 Appendix E – JTA Schedule of Sub-consultants – Subcontractors.
- 093-17 Appendix E – JTA Certification Regarding Lobbying

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

- List of JSEB Certified Firms (if any)
- Conflict of Interest Certificate Form - This form can be found at JEA.com
- Insurance certificate
- W-9
- Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- Any technical submittals as requires by the Technical Specifications

1.2.5. NUMBER OF CONTRACTS TO BE AWARDED

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

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

Note: Each Participating Agency, has additional terms and conditions attached hereto in to be part of their contracts.

1.2.6. EVALUATION METHODOLOGY

1.2.7. ALTERNATE PROVISIONS AND CONDITIONS

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

1.2.8. EVALUATION METHODOLOGY

1.2.8.1. EVALUATION AND NEGOTIATION PROCESS (ITN)

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

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

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

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

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

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

As a part of the negotiation process, JEA may contact the references provided by the Respondent for the purpose of independently verifying the information provided in the Response, and to assess the extent of

success of the projects associated with those references. JEA also reserves the right to contact references not provided by Respondents. Respondents may be requested to provide additional references. The results of the reference checking may influence the final negotiation, ranking, and Award recommendation.

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

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

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

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

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

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

Solicitation Schedule

ITN Step	Expected Lead time (Duration)
Issue Solicitation	May 24, 2017
Response Due Date	July 18, 2017
Rank Responses / Develop Short List	1 Day
Announce - Short-list provide current ranking	2 business day
Clarifications / Negotiation phase – if required	5 business days
Issue to Short-list a list of observations and concerns to address in the best and final submission – if required	1 business days
Short-listed Respondents prepare and submits Best and Final	5 business days

ITN Step	Expected Lead time (Duration)
Offer	
Receive Best and Final Offers	1 day
Evaluate and determine final ranking	1 day

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

1.3. SELECTION CRITERIA

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

1.3.1. QUOTATION OF RATES

1. **BILLABLE RATES (77 Points)**
   The labor billable rates provided for each job classification shall include wages, fringes, taxes, benefits, Workers' Compensation, required personal safety equipment (PPE), per diem, any other salary burdens or overhead for the workers' employment including a profit. These rates will be applicable to the Respondent and all levels of the Respondent's Subcontractors. Each labor classification will apply to work to be completed in the JEA service area. All travel expenses (per diem) will be reimbursed in accordance with JEA's Contractor Travel Policy. JEA has prepopulated the Base Rate into the Bid Workbook "Appendix B Rates" tab. Additionally, JEA has provided an "Appendix B Tier Pay Schedule" which shall be applied based on the criteria in the Technical specifications.

2. **ANNUAL SPEND INCENTIVE DISCOUNT (3 POINTS)**
   A table with annual aggregate agency spend thresholds has been provided for Respondents to populate with following year Billable Rate discounts for evaluation. The Evaluated Rates Discount total will be evaluated for three points (3).

1.3.2. ABILITY TO MEET DESIGN APPROACH AND WORK PLAN (20 Points)

Describe in detail how the Respondent will address and provide the full complement of security services listed in Appendix A Technical Specifications. Details should at a minimum include:

- Implementation / transition plan
- Organization Chart and Organization Plan
- Schedule Management & Planning
- Office Training and threat response training.
- Planned staffing and support plan
- Sample Billing Management plan
- Personnel training plans
- Scheduling approach and planning to support all agencies
- Quality of Implementation / transition plan
- Any Industry Innovation

1.4. GENERAL INSTRUCTIONS

1.4.1. SUBMITTING THE RESPONSE

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

1.4.2. ADDENDA

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

1.4.3. CONTRACT EXECUTION AND START OF WORK

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

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

1.4.4. DEFINED TERMS

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

1.4.5. EX PARTE COMMUNICATION

Ex Parte Communication is defined as any inappropriate communication concerning an ITN between a company submitting a Response and a JEA representative during the time in which the ITN is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of the ITN in which a company becomes privy to information not

available to the other Respondents. Social contact between companies and JEA Representatives should be kept to an absolute minimum during the ITN process.

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

1.4.6. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

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

A. That the individual signing the Response Form is a duly authorized agent or officer of the Respondent. Responses submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Response Form, satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Response is submitted by a partnership, the Response Form must be signed by a partner whose title must be listed under the signature. If an individual other than a partner signs the Response Form, satisfactory evidence of authority to sign must be submitted upon request by JEA.

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

C. The corporation or partnership must be in active status at the Florida Division of Corporations (www.sunbiz.org) prior to any subsequent Award of Contract.

D. That the Respondent maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, contractor's license and occupational licenses necessary to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

E. That the Respondent has read, understands and will comply with the Section titled Ethics.

1.4.7. ETHICS

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

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

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

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

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

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

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

1.4.8. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.4.9. MATHEMATICAL ERRORS

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

1.4.10. MODIFICATION OR WITHDRAWAL OF RESPONSES

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

1.4.11. PROHIBITION AGAINST CONTINGENT FEES

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

1.4.12. PROTEST OF ITN AND AWARD PROCESS

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

1.4.13. RESERVATION OF RIGHTS TO JEA

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

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

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

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

1.4.14. SUNSHINE LAW

General

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

Redacted Submissions

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

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

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

IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE JEA CUSTODIAN OF PUBLIC RECORDS AT: Public Records Request Coordinator, JEA, 21 West Church Street, T-8, Jacksonville, FL 32202, Ph: 904-665-8606, publicrecords@jea.com

1.4.15. SUBCONTRACTORS

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

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

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

1.5.1.1. OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM

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

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

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

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

G. Nadine Carswell
JEA JSEB Manager
(904) 665-6257
carsgs@jea.com

1.5.2. OPTIONAL JEA USE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is at the Respondent's option as to whether it chooses to subcontract to a DBE firm to be considered for contract award for JEA. It is mandatory that the Respondent submit DBE subcontractor documentation to be considered for a piggyback contract award for JTA in accordance with the JTA terms and conditions in Appendix C. JEA encourages the use of DBE

qualified firms; however, the Respondent is not required to utilize DBE firms to be Awarded this Contract.

2. CONTRACT TERMS AND CONDITIONS

2.1. CONTRACT DOCUMENT AND TERMS AND CONDITIONS

Provided below are the Contract terms and conditions that will be incorporated by reference in the Contract Document executed by the Company and JEA. The Contract Document will incorporate by reference the terms contained in the Solicitation portion of this document provided in Section 1, the Contract Terms provided in Section 2, the applicable Special Terms and Conditions provided in Appendix C and the Technical Specifications provided in Appendix A. The Company acknowledges and agrees that (i) each Participating Agency shall enter into a separate contract with the Company for the provision of services to that Participating Agency and (ii) no Participating Agency shall have any liability whatsoever for any claims arising in connection with services provided by the Company to another Participating Agency.

2.2. DEFINITIONS

2.2.1. DEFINITIONS

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

2.2.2. ACCEPTANCE

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

2.2.3. ADDENDUM/ADDENDA

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

2.2.4. ANNIVERSARY DATE

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

2.2.5. AWARD

The written approval of a Participating Agency's Awards Committee (or equivalent body) that the procurement process for the purchase of the Work was in accordance with the Participating Agency's

Procurement Code and Florida Statutes. Once an Award is approved, the Participating Agency will either issue a Purchase Order or execute a Contract with the successful Respondent.

2.2.6. BID OR RESPONSE DOCUMENTS

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

2.2.7. BID OR RESPONSE

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

2.2.8. BID PRICE (QUOTATION OF RATES)

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

2.2.9. BIDDER OR RESPONDENT

The respondent to this Solicitation.

2.2.10. CONTRACT AMENDMENT/CHANGE ORDER

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

2.2.11. COMPANY

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

2.2.12. COMPANY REPRESENTATIVE

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

2.2.13. COMPANY SUPERVISOR

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

the event that the Company Supervisor and the Company Representative is the same person, the Company shall notify the Contract Administrator of such situation.

2.2.14. CONTRACT

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

2.2.15. CONTRACT ADMINISTRATORS

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

2.2.16. CONTRACT DOCUMENTS

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

2.2.17. CONTRACT PRICE

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

2.2.18. DEFECT

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

2.2.19. ENVIRONMENTAL REGULATIONS

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

2.2.20. HAZARDOUS MATERIALS

Any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42

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

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

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

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

2.2.24. PARTICIPATING AGENCIES
JEA, the Jacksonville Port Authority and the Jacksonville Transportation Authority.

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

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

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

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

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

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

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

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

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

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

3. CONTRACT DOCUMENTS

3.1. ORDER OF PRECEDENCE
The Contract shall consist of a Participating Agency's Contract and/or Purchase Order together with the Solicitation including, but not limited to, the executed Bid Document(s), which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one is binding as if called for

by all. The Company shall inform the Participating Agency in writing of any conflict, error or discrepancy in the Contract Documents upon discovery. Should the Company proceed with the Work prior to written resolution of the error or conflict by a Participating Agency, all such Work performed is at the sole risk of the Company. Each Participating Agency will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

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

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

3.2. PRICE AND PAYMENTS

3.2.1. PAYMENTS

3.2.1.1. PAYMENT METHOD – T&M

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

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

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

3.2.2. INVOICING AND PAYMENT TERMS

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

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

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

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

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

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

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

3.2.3. DISCOUNT PRICING

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

1% 20, net 30
2% 10, net 30

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

3.2.4. JSEB - INVOICING AND PAYMENT

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

3.2.5. PRICE ADJUSTMENT - ANNUAL

Contract prices for the Work will remain firm through the first year of the Contract. Company must request a Consumer Price Increase (CPI) thirty (30) days prior to the Anniversary Date of the Contract. If Company fails to request the CPI price adjustment within thirty (30) days of the Anniversary Date, the Company will be denied the increase and Company will have to request the CPI again in accordance with this clause. When a timely CPI request is received, JEA will recognize the CPI price adjustment within thirty (30) days after receipt of Company's written request, and it will be applied for the latest 12 month period. No retroactive price adjustments will be allowed.

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

3.2.6. COST SAVINGS PLAN

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

3.2.7. OFFSETS

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

3.2.8. TAXES

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

3.2.9. TRUTH IN NEGOTIATION CERTIFICATE

Company understands and agrees that execution of the Contract by Company shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from the Contract, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, Company hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further, Company agrees that the compensation hereunder shall be adjusted to

exclude any significant sums where JEA determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one year following the completion date of the Contract.

3.2.10. WORK SCHEDULES

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

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

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

3.3. WARRANTIES AND REPRESENTATIONS

3.3.1. WARRANTY

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

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

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

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

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

The obligations and representations contained in this paragraph are the Company's sole warranty and guarantee obligations and JEA's exclusive remedy in respect of quality of the Work. EXCEPT AS

PROVIDED IN THIS ARTICLE, COMPANY MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO COMPANY'S SERVICES AND COMPANY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This clause governs, modifies, and supersedes any other terms in this Contract which may be construed to address warranties or guarantees or the quality of the Work.

3.4. INSURANCE, INDEMNITY AND RISK OF LOSS

3.4.1. INSURANCE

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

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

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

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

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

Professional Liability

Insurance Limits: $3,000,000 each claim, $6,000,000 annual aggregate

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

Company shall specify City of Jacksonville FL (COJ), JEA, Florida Power & Light Company (FPL), Jacksonville Port Authority (JAXPORT), Jacksonville Sheriff's Office (JSO) and Jacksonville Transit

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

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

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

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

3.4.2. INDEMNIFICATION

3.4.2.1. INDEMNIFICATION (JEA STANDARD)

For ten dollars ($10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless and indemnify City of Jacksonville FL, JEA, Florida Power & Light Company (hereinafter referred to as FPL), Jacksonville Port Authority (JPA), Jacksonville Sheriff's Office (JSO) and Jacksonville Transit Authority (JTA) against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by the Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "COJ" shall mean City of Jacksonville as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. For purposes of this Indemnification, FPL has been included with JEA, as co-owner for their St. Johns River Power Park facility (hereinafter referred to SJRPP). The term "FPL" shall include its governing board, officers,

employees, agents, successors and assigns. For purposes of this Indemnification, the term "JPA" shall mean Jacksonville Port Authority as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. For purposes of this Indemnification, the term "JSO" shall mean Jacksonville Sheriff's Office as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. For purposes of this Indemnification, the term "JTA" shall mean Jacksonville Transit Authority as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract.

3.4.2.2. ENVIRONMENTAL INDEMNIFICATION

The Company shall hold harmless and indemnify City of Jacksonville (COJ), JEA, Florida Power & Light Company (hereinafter referred to as FPL), Jacksonville Sheriff's Office (JSO), Jacksonville Port Authority (JPA), and Jacksonville Transit Authority (JTA) including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (the "Indemnified Parties") and will reimburse the Indemnified Parties from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the Company's, including, but not limited to, its agents, affiliates or assigns ("Parties"), actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Company's or other Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Contract by the Company or any Party at any time on or after the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Company or any Party. COJ, JEA, FPL, JPA, JSO, and JTA will be entitled to control any remedial action, any proceeding relating to an environmental claim. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term of this Contract, and any holdover and/or Contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract.

3.4.3. TITLE AND RISK OF LOSS

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

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

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

3.5. TERM AND TERMINATION

3.5.1. TERM

3.5.1.1. TERM OF CONTRACT-DEFINED DATES

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

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

3.5.2. TERMINATION FOR CONVENIENCE

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

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

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

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

3.5.3. TERMINATION FOR DEFAULT

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

- The Company assigns or subcontracts the Work without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);

- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents.
- The Company attempts to willfully impose upon the Participating Agency items or workmanship that are, in the Participating Agency's sole opinion, defective or of unacceptable quality.
- The Company breaches any of the representations or warranties;
- The Company is determined, in the Participating Agency 's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to the Participating Agency;
- Any material change in the financial or business condition of the Company.

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

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

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

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

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

3.5.4. LICENSES

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

3.5.5. UNFORESEEN CONDITIONS

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

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

3.5.6. CRITICAL INFRASTRUCTURE PROTECTION

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

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

3.5.7. JEA ACCESS BADGES

If the scope of work described in this Contract requires a Company to access JEA facilities, each Company employee shall apply for a JEA access badge through JEA's Security Department. An

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

3.6. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

3.6.1. CONFIDENTIALITY AND PUBLIC RECORD LAWS

Access to Public Records

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

Redacted Copies of Confidential Information

If the Company believes that any portion of any documents, data or other records submitted to a Participating Agency are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), Company must (1) clearly segregate and mark the specific sections of the document, data or records as "Confidential", (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide the Participating Agency with a separate redacted copy of the documents, data or records (the "Redacted Copy"). The Redacted Copy shall contain the Participating Agency's Contract name and number, and shall be clearly titled "Redacted Copy". Respondent should only redact those portions of records that Respondent claims are specifically exempt from disclosure under Florida's Public Records Laws. If the Company fails to submit a redacted copy of documents, data or other records it claims is confidential, the Participating Agency is authorized to produce all documents, data and other records submitted to the Participating Agency in answer to a public records request for these records.

Request for Redacted Information

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

Indemnification for Redacted Information

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

Public Records Clause for Service Contracts

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

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

3.6.2. PROPRIETARY INFORMATION

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

3.6.3. PUBLICITY AND ADVERTISING

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

3.7. LABOR

3.7.1. NONDISCRIMINATION

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. The Company agrees

that on written request, it will allow each Participating Agency reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one year from the effective date of this Contract.

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

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

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

3.7.2. LEGAL WORKFORCE

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

3.7.3. PROHIBITED FUTURE EMPLOYMENT

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

3.7.4. HIRING OF OTHER PARTY'S EMPLOYEES

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two (2) years from the termination date of this Agreement.

3.7.5. COMPANY'S LABOR RELATIONS

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

3.7.6. JEA WORKPLACE TOBACCO USE POLICY

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

3.8. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

3.8.1. COMPANY REPRESENTATIVES

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

3.8.2. COMPANY REVIEW OF PROJECT REQUIREMENTS

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

3.8.3. CONDITIONS OF PROVISIONING

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

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

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

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

3.8.4. EMERGENCY EVENTS

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

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

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

3.8.5. SAFETY AND PROTECTION PRECAUTIONS

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

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

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

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

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

3.8.6. STORM PREPAREDNESS

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

3.9. VENDOR PERFORMANCE EVALUATION

3.9.1. RIGHT TO AUDIT AND FINANCIAL REPORTING

Upon a Participating Agencies' requests, the Company agrees to allow a Participating Agency to audit its financial and operating records for the purpose of determining Invoice accuracy, or otherwise assessing compliance with the Contract Documents. The Company agrees to let a Participating Agencies' qualified representative access the records at Company's office, with three (3) days written notice, for a reasonable period, not less than five (5) days, in a workspace suitable for the audit provided by Company. All audit work will be done on Company premises, andno Company documentation will be removed from Company offices. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are at the Company's offices and for a period of two (2) weeks thereafter. The Company shall provide to the Participating Agency audited financial statements for the most recent fiscal year upon the Participating Agency request, not later than five (5) days after receipt of written request.

3.9.2. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

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

Frequency of Evaluations

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

Unacceptable Performance

- If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company of such in a letter. The Company shall have ten (10) days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- Within thirty (30) days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.
- If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have fifteen (15) days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the fifteen (15) day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions

as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.

- In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.
- If the Company receives five (5) or more letters of deficiency within any twelve (12) month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

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

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

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

3.10. MISCELLANEOUS PROVISIONS

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

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

3.10.3. APPLICABLE STATE LAW; VENUE; SEVERABILITY

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

3.10.4. CUMULATIVE REMEDIES

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

3.10.5. DELAYS

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

3.10.6. ENTIRE AGREEMENT

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

3.10.7. EXPANDED DEFINITIONS

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

3.10.8. HEADINGS

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

3.10.9. LANGUAGE AND MEASUREMENTS

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

3.10.10.MEETINGS AND PUBLIC HEARINGS

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

3.10.11.NONEXCLUSIVE

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

3.10.12.REFERENCES

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

3.10.13.RELATIONSHIP OF THE PARTIES

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

3.10.14.SEVERABILITY

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

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

3.10.15.SUBCONTRACTING OR ASSIGNING OF CONTRACT

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

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

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

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

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

3.10.18.TIME OF ESSENCE
For every material requirement of this Contract, time is of the essence.

3.10.19.USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE
Where City of Jacksonville agencies' procurement codes allow use of Participating Agency contracts, the Company agrees to extend any pricing and other contractual terms to such agencies.

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

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

3.10.21.FORCE MAJEURE

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

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

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

4. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

4.1. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK (APPENDIX A)

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

- 093-17 Appendix A Technical Specification
- 093-17 Appendix A FEMA Flowdown Terms and Conditions

The Appendix A Technical Specifications issued with this solicitation have been reviewed to conform to all Agency technical requirements. Additional technical requirements may be added to a Participating Agency contract at the Participant Agency sole discretion.

5. FORMS

5.1. FORMS (APPENDIX B)

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

6. PARTICIPATING AGENCY TERMS AND CONDITIONS

6.1. PARTICIPATING AGENCY TERMS AND CONDITIONS

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

In addition, where funding for a Purchase Order comes from a federal or state grant, all terms, conditions and requirements of such grant shall apply to, and be incorporated in, the Contract or Purchase Order where applicable.

City of Jacksonville & Jacksonville Sheriff's Office

- None at this time.

Jacksonville Port Authority

- 093-17 Appendix D Jaxport Special Conditions 200 SC FED

Jacksonville Transportation Authority

- 093-17 Appendix E Jacksonville Transit Authority (JTA) Certification Regarding Lobbying
- 093-17 Appendix E Jacksonville Transit Authority (JTA) Terms and Conditions
- JTA DBE Optional forms to be submitted with the Response for consideration for a piggyback contract with JTA.
    - 093-17 Appendix E – JTA Intent to Perform – Subcontractor
    - 093-17 Appendix E – JTA Proposers List of Subcontractors contacted.
    - 093-17 Appendix E – JTA Schedule of Sub-consultants – Subcontractors.

Building Community®

Procurement Bid Office
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

September 26, 2017

ADDENDUM NUMBER: **ONE (1)**

TITLE: **SECURITY SERVICES FOR JEA**

JEA ITN NUMBER: **093-17**

RESPONSE DUE DATE: **July 18, 2017**

TIME OF RECEIPT: **12:00 PM**

TIME OF OPENING: **2:00 PM**

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

SUPPLIER INQUIRY 1: Para 2 - Does the term emergency services also include emergency medical services?
JEA RESPONSE 1: NO.

SUPPLIER INQUIRY 2: 1.2.1 Could you please define the terms in their entirety: "commercial setting", "government setting", and "industrial setting" that are not to be found in 093-17?
JEA RESPONSE 2:
Commercial setting – This type of setting refers to a business that involves the buying and/or selling of goods and or services. For example, a customer service center, retail store, or business complex.
Government setting – This type of setting refers to any business that is owned or operated by a local, state, or federal government.
Industrial setting – This type of setting refers to any business that involves the production and/or distribution of materials. For example, a utility company, distribution warehouse, or manufacturing plant.

SUPPLIER INQUIRY 3: Section 1.2.1 - Does the 1,000 total hours per week of armed & unarmed service have to be split in a specific way for ANY setting? Would the following example be acceptable? If not, what specifically are the requirements for commercial, government, industrial settings needed to fulfill this requirement?
Ex. 999 hours armed & 1 hour unarmed in commercial setting or Ex2. 200 hours armed & 800 hours unarmed in government setting
JEA RESPONSE 3: **Armed security service hours must exceed forty percent (40%)** (i.e. 400 hours) of the contract hours for each listed minimum qualification.

SUPPLIER INQUIRY 4: Section 1.2.1 - Is the 1000-hour minimum total per week of armed & unarmed service during 1 year time period refer to a calendar year? My company's fiscal year? JEA's fiscal year? EX. Mar 2014 – Mar 2015
JEA RESPONSE 4: Any twelve (12) month consecutive time period is acceptable.

SUPPLIER INQUIRY 5: What is the expected turnaround time in receiving answers/responses to questions posed for this solicitation?
JEA RESPONSE 5: JEA will respond as quickly as possible, however, cannot commit to time frame.

SUPPLIER INQUIRY 6: What is your current pay rate for each security position included in this bid process?
JEA RESPONSE 6: This is based upon the agency and their respective security positions. All bidders should bid based upon the supplied minimum pay rates.

SUPPLIER INQUIRY 7: Would JEA consider allowing a security agency to provide semi-automatic pistols if awarded this bid in lieu of revolvers? If not, is there a specific justification why this is not permissible?
JEA RESPONSE 7: JEA will approve the use of 9mm semi-automatic pistols in lieu of the specified revolver. However, JEA must review and approve the contractor's weapons handling and/or exchange policy before it can be implemented on the contract. If a weapons exchange is approved, the contractor will be responsible for all costs associated with conducting an on-site safe weapons transfer. This includes, but is not limited to, firearm clearing barrels and associated devices at each security post where weapons are exchanged. In addition, the contractor will be required to employ modern dual retention holsters for all security officers.

SUPPLIER INQUIRY 8: Can you provide a list of current personnel and their original hire date assigned to JEA for purposes of figuring vacation since it was mentioned that these individuals would be grandfathered into the new contract?
JEA RESPONSE 8: See hire date spreadsheet attached to this Addendum.

Acknowledge receipt of this addendum on the Response Form

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Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

September 26, 2017

ADDENDUM NUMBER: **TWO (2)**

TITLE: **SECURITY SERVICES FOR JEA**

JEA ITN NUMBER: **093-17**

RESPONSE DUE DATE: **July 25, 2017**

TIME OF RECEIPT: **12:00 PM**

TIME OF OPENING: **2:00 PM**

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

The Due Date has been changed to July 25, 2017, 12:00 PM NOON (EST)

One additional addendum will be issue, revising the final Bid workbook and provide answers to questions submitted. Not additional inquiries will be responded to.

Acknowledge receipt of this addendum on the Response Form

Building Community®

Procurement Bid Office
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

September 26, 2017

ADDENDUM NUMBER: **THREE (3)**

TITLE: **SECURITY SERVICES FOR JEA**

JEA ITN NUMBER: **093-17**

RESPONSE DUE DATE: **July 25, 2017**

TIME OF RECEIPT: **12:00 PM**

TIME OF OPENING: **2:00 PM**

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

REPLACE: The Bid Workbook issued with the original ITN has been replaced by the Bid Workbook issued with the attached Addendum 3. The formula for totaling vehicle spend, required correction.

REPLACE: Section **1.3.2 ABILITY TO MEET DESIGN APPROACH AND WORK PLAN (20 Points)** the following:

1.3.2 ABILITY TO MEET DESIGN APPROACH AND WORK PLAN (20 Points)

Describe in detail how the Respondent will address and provide the full complement of security services listed in Appendix A Technical Specifications. Details should at a minimum include:

- Implementation / transition plan
- Organization Chart and Organization Plan
- Schedule Management & Planning
- Office Training and threat response training.
- Planned staffing and support plan
- Sample Billing Management plan
- Personnel training plans
- Scheduling approach and planning to support all agencies
- ~~Quality of Implementation / transition plan~~
- Any Industry Innovation

Ability to Meet Design Approach and Work Plan shall be limited to 50 pages, 8 ½ X 11" single sided or 25 pages, 8 ½ X 11" double sided.

SUPPLIER INQUIRY: In the Solicitation on page 16/55 Section 1.3.2 Ability to Meet Design Approach and Work Plan; Will you explain the difference between Officer Training and Personnel Training.
JEA RESPONSE: Officer Training is specific to Officer functins, Personnel Training would be general employee training.

CLARIFICATION: Solicitation section 1.4.1 states (1) original response, (5) duplicates (hardcopies) and (1) CD or flash drive but the Response Form states: (1) original response, three (3) duplicates (hardcopies) and one (1) CD or flash drive. Can you clarify which one is correct?

The Company shall submit (1) original response, (5) duplicates (hardcopies) and (1) CD or flash drive.

Add: The rates listed below are the current hourly rates paid to the employee and the rate billed to JEA.

Account Manager	$26.44	bill rate $30.83
Assistant Account Manger	$21.63	bill rate $24.98
Site Manager	$16.59	bill rate $19.89
Shift Supervisor	$17.50	bill rate $22.52
Dispatcher	$17.50	bill rate $22.07
Senior Officer	$13.50	bill rate $17.60
Armed Officer	$12.50	bill rate $16.39

ADD: For JTA - The information attached to this Addendum 3 provides information for vehicle mileage, roving patrols and duties and use for JTA.

ADD: For COJ - one vehicle at Hanna Park, approximately 25 miles per day, 7 days per week – 9,125 miles per year. The Huguenot Park is currently out of service; but mileage would be about 2/3 of Hanna Park -> 6,400 miles per year

SUPPLIER INQUIRY: Is there any cost associated to the successful bidder for JEA badges?
JEA RESPONSE: NO

SUPPLIER INQUIRY: How many current TWIC posts does JEA currently have?
JEA RESPONSE: TWO

SUPPLIER INQUIRY: How many total officers require TWIC Cards (not including back up officers)?
JEA RESPONSE: TEN

SUPPLIER INQUIRY: Is the drug screening required to be conducted by a lab or can the security agency conduct their own drug screening using acceptable test cups and use a lab to confirm positive results?
JEA RESPONSE: The drug screening can be conducted internally but must be confirmed by a lab if there is an internal positive result.

SUPPLIER INQUIRY: Is the successful bidder required to provide shoes to the employees as part of the required uniform?
JEA RESPONSE: YES

SUPPLIER INQUIRY: Do the golf carts need to be "street legal" to include license plate registration or do they just need to have headlights, taillights, etc.? Will the golf carts be driven in the city/county streets?
JEA RESPONSE: Refer to Section 18.6 of technical specifications.

SUPPLIER INQUIRY: Regarding the definition of industrial, commercial, and governmental settings, what would an entity such as JEA be classified as?
JEA RESPONSE: JEA is a municipally-owned multi-utility service company that would technically meet all three definitions.

SUPPLIER INQUIRY: JSO - Who pays for the Facilities Protective Action Response (PAR) Training for the JSO account?
JEA RESPONSE: The Security Company pays for the Protection Action Response (PAR) Training.

SUPPLIER INQUIRY: JSO - How many hours is required for PAR training (JSO account) and are there any specific program fees associated with this training?
JEA RESPONSE: The PAR training is a 40 hour course. Under the current contract, the only fees known, are the background check fees to the State of Florida. The current contractor has instructor to teach the course.

SUPPLIER INQUIRY : JSO - 11.6. Facilities Protective Response Action (PAR) Training? How many hours per officer does this training require and what is the cost of this training?
JEA RESPONSE: This is in-house service training provided by JSO at no cost to the contractor.

Supplier Inquiry : Section 4. General Requirement -_4.8.1 The contractor must submit, for approval by the Contract Manager, all secondary employment of any security officers assigned to each governing organizations contract. _Does this mean that we have to have the approval of the Contract Manager for an officer to have a 2nd job?
JEA Response: All officers who presently have, or are attempting to obtain, secondary employment must be identified and approved to work on the account to ensure there is no conflict of interest.

Supplier Inquiry : Section 5. Billing and Credits -_5.5 The contractor will bill all training hours that are the responsibility of the governing organization on a separate line item of the invoice. Please define what training hours are the responsibility of each of the governing agencies.
JEA Response: The training hours that are billable are identified as "governing organizations shall bear all costs" throughout the technical specifications.

SUPPLIER INQUIRY : Section 8. Security Officer Qualifications_The contractor shall not charge the security officer any out-of-pocket expenses related to the items in this section. Does this mean that the contractor is responsible for paying for the following? 8.6 Security License?, 8.7 Driver's License?, 8.8 TWIC Credentials?
JEA RESPONSE: The Company or security officer is responsible for all costs associated with security and driver license. The costs for TWIC Credentials will be a pass through expense.

SUPPLIER INQUIRY : Section 11 Security Officer Training 11.5.2 The contractor shall bear all costs associated with providing FAA trained security officers for the use of an X-ray screening system, walk through metal detector and hand held metal detectors as required by certain organizations. What is the estimated number of required officers in the non-JSO governing organizations? What is the number of hours required by the FAA training and what is the cost of the training?
JEA RESPONSE: No hours are in the non-JSO organizations.

SUPPLIER INQUIRY : 15.1 Uniform Requirements, 15.1.9. Unless specified in the post order, all security officers are required to wear black leather safety toed shoes, in good condition, that comply with the governing organization's safety requirements. Are these shoes provided by the governing organization, billable to the governing organization, paid for by the contractor or paid for by the officer?
JEA RESPONSE: The shoes identified in this section are paid for by the contractor.

SUPPLIER INQUIRY : Solicitation Question Page 40, Section 3.5.6 Critical Infrastructure Protection JEA will pay for reasonable costs associated with initial background screenings and training for required Company employees. What training and background screening is billable in order for officers to be issued a JEA access badge?
JEA RESPONSE: Refer to section 11.7 for NERC training and associated costs. The contractor is responsible for all costs associated with initial and periodic background checks.

SUPPLIER INQUIRY: TWIC cards are required by all officers at JaxPort. This is roughly 130 officers plus the costs for new officers as turnover occurs. The cards are $125.25 each and with the costs of these being borne by the contractor this cost is going to be included in the billing rates for all agencies. Would it be more equitable to the non-TWIC requiring agencies for the agencies requiring the TWIC cards to pay for them as a pass-through expense like the cell phones and MTSA training with some sort of cap on an annual basis?
JEA RESPONSE: Yes, the cost for the TWIC cards will be a pass-through expense.

SUPPLIER INQUIRY: Item B. on page 12/55 in the Primary Solicitation document regarding forms that are required prior to formal award. Can they be provided as a part of the original solicitation package without penalty?
JEA RESPONSE: Yes

SUPPLIER INQUIRY: Can you explain how the points will be awarded for price? The lowest price receives 77 points and then will it be 75, 75, 74, etc. or will the remaining points be calculated as a percentage of the difference between the lowest price and the other submitted process?
JEA RESPONSE: for BILLABLE RATES (77) POINTS - The company will the lowest overall Bid Total from the Bid Workbook, will receive 77 points. The remaining suppliers will given points based on the following example:
Example: Bidder 1 = $1,000, Bidder 2 = $1050, Bidder 3 = $1,200
Bidder 1 would receive 77 points,
Bidder 2 would receive = 77 ($1,000/$1,050) = 77.3
Bidder 3 would receive = 77 ($1,000/$1,200) = 64.2

For ANNUAL SPEND INCENTIVE DISCOUNT (3 POINTS):

Incentive Discount = 3 pts
The highest calculated discount will receive the maximum 3 points and that amount will be the basis for awarding points to all other Bidders based on the following formula:
Other Bidders points = 3*(Other Bidder Discount / Highest Bidder Discount)
For Example: Discount Total #1 = $200,000; Discount Total #2 = $100,000
Discount Bid Total #1 is highest incentive bid and will receive 3 points
Discount Bid Total #2 will receive 1.5 points = (3 x ($100,000/$200,000))

SUPPLIER INQUIRY: Can the agencies please indicate, by post, if equipment is furnished entirely by the vendor or if any of it is provided by agency?
JEA RESPONSE: Refer to technical specifications for materials that are the responsibility of the vendor.

SUPPLIER INQUIRY: If vendor provides equipment, please specify the quantity currently in use?
JEA RESPONSE: Refer to technical specifications for materials that are the responsibility of the vendor. JEA does not keep count of Company supplied equipment in use.

SUPPLIER INQUIRY: If vendor provided equipment, will the agency allow direct bill of equipment for this equipment?
JEA RESPONSE: Refer to technical specifications.

SUPPLIER INQUIRY: How will direct billing for screening equipment be audited
JEA RESPONSE: Refer to technical specifications for materials.

SUPPLIER INQUIRY: How many computers are required in support of screening operations and are they all provided by the agency?
JEA RESPONSE: Refer to technical specifications for materials that are the responsibility of the vendor.

JEA RESPONSE: Is there any other equipment that is required at any of these ports (e.g., queuing stanchions, bin carts, etc.)?
JEA RESPONSE: Refer to technical specifications for materials that are the responsibility of the vendor.

SUPPLIER INQUIRY: Can you please provide the current scheduling matrix to show post assigned, hours worked, on a daily, on-going basis?
JEA RESPONSE: No, this information is security sensitive and will be released to the awarded vendor. The hours have been provided on the bid form.

SUPPLIER INQUIRY: Can the agencies please provide the current scheduling matrix, by individual post, so that vendors can evaluate the current matrix for potential operational efficiencies?
JEA RESPONSE: No, this information is security sensitive and will be released to the awarded vendor.

SUPPLIER INQUIRY: In the event contractor costs change due to Federal, state, or local legislation, will the agency be willing to negotiate an equitable adjustment in bill rates? Examples of this would include the incorporation of security officers to local prevailing wage laws, the Patient Affordable Care Act, or new state taxes. Allowing this will reduce risk and allow bidders to bid at a lower price.
JEA RESPONSE: See solicitation clause 3.2.5 Price Adjustment – Annual and Section 1.3.1 Quotation of Rates

SUPPLIER INQUIRY: What are the requirements for maintaining tenure?
JEA RESPONSE: Refer to 13.2 of the technical specifications.

SUPPLIER INQUIRY: Please provide breakdown by full-time and part-time personnel for JEA, JSO, COJ, JTA and JPA?
JEA RESPONSE: The vendor is responsible for determining how to properly provide staffing for the required hours.

SUPPLIER INQUIRY: Which tenure benefits will be required by full-time and part-time by tier?
JEA RESPONSE: Refer to Section 14 of technical specifications for benefit information.

SUPPLIER INQUIRY: What posts are required to be staffed during holidays for JEA, JSO, COJ, JTA and JPA?
JEA RESPONSE: Refer to Section 13.4 for holiday billing and staffing.

SUPPLIER INQUIRY: How many uniforms are required to be provided?
JEA RESPONSE: Refer to Section 15 for uniform requirements; the vendor is responsible for providing a quantity sufficient to ensure adherence.

SUPPLIER INQUIRY: Do uniform requirements include shoes?
JEA RESPONSE: Yes, refer to Section 15 for uniform requirements.

SUPPLIER INQUIRY: Can any of the costs associated with the uniforms be passed along to the officers?
JEA RESPONSE: No, refer to Section 15 for uniform requirements.

SUPPLIER INQUIRY: How often do uniforms need to be replaced?
JEA RESPONSE: Refer to Section 15 for uniform requirements.

SUPPLIER INQUIRY: Are there any posts, supervision, project manager, administrative or other positions being eliminated?
JEA RESPONSE: No positions have been identified at this time.

SUPPLIER INQUIRY: Can armed officers carry their own weapons or do weapons need to be provided to the officer by the vendor?
JEA RESPONSE: All weapons must be provided by the vendor.

SUPPLIER INQUIRY: Does JEA, JSO, COJ, JTA and JPA provide an area to store weapons?
JEA RESPONSE: No, refer to Section 16 for the vendor responsibility for weapon storage.

SUPPLIER INQUIRY: Does JEA, JSO, COJ, JTA and JPA provide a locked safe for storage of weapons?
JEA RESPONSE: No, refer to Section 16 for the vendor responsibility for weapon storage.

SUPPLIER INQUIRY: Would JEA please clarify that the pay rate information listed for the different positions identified are the wages currently being paid by the current service provider?
JEA RESPONSE: Refer to earlier addendum and JEA's rates provided in this Addendum.

SUPPLIER INQUIRY: Can JEA please indicate how vehicle billing is required to be presented for this contract?
JEA RESPONSE: Refer to section 18 of the technical specifications. Vehicle billing is identified on the Bid Workbook and is a weekly flat rate.

SUPPLIER INQUIRY: Will JEA please clarify if leased weapons or vendor owned vehicles will be required for JEA, JSO, COJ, JTA and JPA?
JEA RESPONSE: The vendor is responsible for ensuring a sufficient fleet of vehicles and number of weapons are available to meet the contract requirements. The vendor is responsible for determining whether to lease or own the equipment.

SUPPLIER INQUIRY: Will JEA please clarify how mark-up will be evaluated for weapons or vendor owned vehicles at JEA, JSO, COJ, JTA and JPA?
JEA RESPONSE: The vendor is required to specify the weekly rate for vehicles in the Bid Workbook. All costs associated with providing weapons must be included in overhead mark up.

SUPPLIER INQUIRY: Would JEA please clarify how vehicle billing will be audited to verify that additional mark-up is not being added to billing and passed on?
JEA RESPONSE: The vendor is required to specify the weekly billed rate (cost to JEA). for vehicles listed in the Bid Workbook. JEA will pay vehicle billing that is not compliant to the rates listed in the Bid Workbook.

SUPPLIER INQUIRY: Are spare/backup vehicles required?
JEA RESPONSE: Refer vechicle forecast on Bidworkbook and technical specifications.

SUPPLIER INQUIRY: If spare/backup vehicles are required how are costs associated for these vehicles passed on?
JEA RESPONSE: All vehicle billing is unitized and identified on the bid form. JEA will require vehicles to be provided in accordance with the Technical Specifications.

SUPPLIER INQUIRY: Would JEA please provide the annual mileage used per vehicle?

JEA RESPONSE: Refer to addendum(s).

SUPPLIER INQUIRY: Are there any specifications required for the vehicles?
JEA RESPONSE: Refer to Section 18 of the technical specifications.

SUPPLIER INQUIRY: Does JEA allow for contractor's employees to use personal vehicles?
JEA RESPONSE: No, refer to Section 18 of the technical specifications.

SUPPLIER INQUIRY: Please describe what office space is provided by JEA, JSO, COJ, JTA and JPA?
JEA RESPONSE: Refer to section 17.3.5 for office space.

SUPPLIER INQUIRY: Do any of the represented agencies provide on-site office space to the contractor at no cost for administrative and storage purposes?
JEA RESPONSE: No, refer to section 17.3.5 for office space.

SUPPLIER INQUIRY: If there a cost, would the agencies please disclose the rental fees?
JEA RESPONSE: Refer to section 17.3.5 for office space.

SUPPLIER INQUIRY: Can the agencies clarify what utilities, telephone lines, internet service or other utilities are provided by each of the agencies?
JEA RESPONSE: If the governing organization provides the office space, all items identified will be included at no charge to the vendor.

SUPPLIER INQUIRY: What, if any, office equipment is provided by the agencies? For example, radios, telephones, computers, copiers, printers, etc.
JEA RESPONSE: Refer to section 17 of the Appendix A Technical Specifications.

SUPPLIER INQUIRY: Is it acceptable for the office space to also serve as the proponent's primary office responsible for assigned projects and where the work will be accomplished?
JEA RESPONSE: If the governing organization provides office space to the vendor, this space will only be used for servicing that account.

SUPPLIER INQUIRY: If it is not acceptable for the provided office space to serve as the vendor's primary office facility what other office facility is required?
JEA RESPONSE: The vendor must determine the amount of any additional office space, at their cost, required to perform the requirements of this contract.

SUPPLIER INQUIRY: Please clarify if any of these agencies are subject to union requirements? If so, please indicate the applicable union and provide related documentation.
JEA RESPONSE: No agency is subject to union requirements.

SUPPLIER INQUIRY: What are the contract expiration dates for JEA, JSO, COJ, JTA and JPA?
JEA RESPONSE: JEA's, COJ's, JTA's and JSO's contracts are set to expire in the Late Summer of 2017 (specifically September / August). Contracts may be extended by JEA an other agencies depending on the processing of this solicitation, and should other Agencies elect to have contracts piggybacked on JEA's Contract.

SUPPLIER INQUIRY: What is the anticipated start date for the contract with each of the respective agencies?
JEA RESPONSE: This would be dependent on completion of the solicitation process and if other Agencies decide to Piggyback on a JEA executed contract.

SUPPLIER INQUIRY: The solicitation indicates that DBEs must be Certified by the Florida Uniform Certification Program. Please clarify if this is still a requirement?
JEA RESPONSE: For a company that would like to be considered for execution of a JTA contract, yes. Contact: Ken Middleton at: kmiddleton@jtafla.com

SUPPLIER INQUIRY: Can you please verify what, if any, bonds are required for each agency (JEA, JSO, COJ, JTA and JPA)?
JEA RESPONSE: Bonds are not required. Should any agency impose Bond requirements it would be at an additional fee.

SUPPLIER INQUIRY: A blanket additional insured coverage and a waiver of subrogation is required. Would each of the representative agencies be willing to limit this additional insured coverage to "the extent of vendor's negligence in providing services under this agreement?
JEA RESPONSE: Refer to section 1.2.7 of the Solicitation.

SUPPLIER INQUIRY: Indemnification is not limited by "the extent of vendor's negligence. Would each of the representative agencies be willing to limit the indemnification to "the extent of vendor's negligence in providing services under this agreement?
JEA RESPONSE: Refer to section 1.2.7 of the Solicitation.

SUPPLIER INQUIRY: Term is 5 years with unclear provisions about vendor's right to reject an additional 1-year term at the same rates. ITN § 3.5.1.1 Will the agencies allow a vendor to reject an additional 1-year renewal?
JEA RESPONSE: Company shall notify Agency at the four year, six month time period, if they would like to elect to NOT participate in a potential contract renewal. Should the Agency choose to execute the contract renewal the price adjustment clause would apply for the additional year.

SUPPLIER INQUIRY: Can the agencies please clarify if the salaried individuals are required to make over $47,476 or able to be billed for overtime?
JEA RESPONSE: The law affecting this requirement was not enacted.

SUPPLIER INQUIRY: Can the agencies verify that all compensation be capped at a "shall not exceed number"?
JEA RESPONSE: The tier pay plan identifies the limitations of base rate compensation for each position.

SUPPLIER INQUIRY: Can JAXPORT please clarify Special Conditions related to "Time for Completion"? Appendix D, § 1. This is confusing under a services contract.
JEA RESPONSE: This would be applicable to Implementation of Services, should JPA choose to execute a piggyback contract.

SUPPLIER INQUIRY: Can each of the agencies please provide specific requirements for random annual drug screening so that they can be priced in according to the specific standards required?
JEA RESPONSE: Refer to Section 8 of the technical specifications.

SUPPLIER INQUIRY: Can each of the agencies please provide specific requirements for "Personnel Risk Assessments" so that they can be priced in according to the specific standards required?
JEA RESPONSE: Refer to Section 8.13 of the technical specifications.

SUPPLIER INQUIRY: JTA requires the use of a DBE subcontractor at 20% (per the ITN § 1.5.2 and JTA terms §13). Is the JTA requirement a goal or an actual requirement? If it's a requirement is there a form that is required showing "good faith efforts" if a JTA DBE cannot be identified?
JEA RESPONSE: The Proposer's List document "093-17 JTA Proposers List of Subcontractors" contacted is used to document all companies contacted and list intent for use. Additionly the Respondent to this Solicitation should provide any substantiating documentation to demonstrate good faith efforts. For any questions regarding JTA's DBE submission requirements contact: kmiddleton@jtafla.com

SUPPLIER INQUIRY: The Emergency Event provision requires that the vendor "agrees to mobilize its full resources immediately" should an emergency be declared. - ITN § 3.8.4 Please clarify how overtime, per diem and other expenses related to Emergency Events will be reimbursed.
JEA RESPONSE: Per Section 7 of the technical specifications, emergency surge personnel are required within 24 hours. Refer to Section 13.3 of the technical specifications for overtime hours and Section 5 for billing.

SUPPLIER INQUIRY: The Storm Preparedness provision requires that the vendor must secure all equipment. Can you please clarify what equipment must be secured?
JEA RESPONSE: All equipment that is the responsibility of the vendor is identified in the technical specifications.

SUPPLIER INQUIRY: The Drivers' license and TWIC card requirements seem to apply to all officers. Tech Specs. § 8.7-8.8. Can you please clarify if these requirements are applicable to all officers at each of the agencies?

JEA RESPONSE: All officers must have a valid driver's license. Per section 8.9, only officers assigned to JPA or MTSA designated posts will required the TWIC. In regards to the associated expense of the TWIC, refer to the earlier addendum response.

SUPPLIER INQUIRY: Is parking provided for employees by all agencies to the contractor's employees at no cost to the contractor or employee?
JEA Response: provides parking for all contractor's employees on duty at no cost to the contractor.
JEA RESPONSE: JSO: Parking is free to all security personnel at UF Health and the Juvenile Assessment Center.

SUPPLIER INQUIRY: Is the technical submittal for JEA only or does each agency need to be addressed? It was stated in the pre-bid meeting that this was a JEA only contract however the other agencies and mentioned throughout the solicitation and Appendix A.
JEA RESPONSE: The solicitation is for JEA to execute a contract. The technical specifications for all Agencies have been conformed into a single set of technical specifications that will be used by any Agency that chooses to execute a Piggyback contract after JEA has gone through its Contract Execution phase.

SUPPLIER INQUIRY: Holidays are listed as eleven (11) days in the Solicitation on page 27/55 2.2.21.Holidays (New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day and Christmas Day however on Page 18 of Appendix A, page 18/32 Section 13.4.3. Holiday Pay there are nine (9) days listed – New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. Which is the correct number of paid holidays?
JEA RESPONSE: 11 paid holidays.

Acknowledge receipt of this addendum on the Response Form

JTA – roving patrol additional information.

G4S 1st Shift 0500-1300 hours Primary Roving Officer Duties:

Assume Post at 0500 hours and receive all necessary equipment and informational pass down from the 3rd Shift Officer.

Check out of Security Vehicle according to rotation schedule.

Preventative Maintenance and Conditions Check of vehicle checked out.

Begin Roving Patrol Route to include the properties listed on the attached Word Document.

Monitor Conditions and Maintain Security Presence at Armsdale Park and Ride from 0530-0900 hours.

Resume Roving Patrol Route.

Return to Myrtle Campus for completion of shift paperwork, vehicle washing/refueling post shift check.

Security Observation: While posted at Armsdale Park and Ride there is no Officer to conduct Roving Patrol checks of other properties. This could be corrected with the installation of CCTV monitoring and the hardening of the building itself using bullet resistant barriers and other access control measures not dependent on Security Personnel being stationed with them.

G4S 1st Shift 0600-1400 hours (Tuesday) 0600-1200 hours (Wednesday and Thursday)

Assume Post at 0600 hours and receive all necessary equipment and informational pass down from the 1st Shift Control Room Officer.

Check out of Security Vehicle according to rotation schedule.

Preventative Maintenance and Conditions Check of vehicle checked out.

Begin Roving Patrol Route to include the properties listed on the attached Word Document.

Maintain Security Presence and Traffic Control at Kings Avenue Station from 0630-0830.

Resume Roving Patrol Route.

Return to Myrtle Campus for completion of shift paperwork, vehicle washing/refueling and post shift check.

Security Observation: While posted for traffic control duties at Kings Avenue Station there is no Officer available to conduct Roving Patrol checks of other properties. This could be corrected with the installation of other traffic control measures like automated arms or tire spikes to prevent un-authorized use of the Bus Parking areas.

G4S 2nd Shift 1300-2100 hours Roving Officer Duties:

Assume Post at 2100 hours and receive all necessary equipment and informational pass down from the 2nd Shift Officer.

Check out of Security Vehicle according to rotation schedule.

Preventative Maintenance and Conditions Check of vehicle checked out.

Begin Roving Patrol Route to include the properties listed on the attached Word Document.

Conduct Roving Patrol checks of all listed properties responding to emergencies and other incidents as directed by the Control Room Officer or Site Supervisor.

Return to Myrtle Campus for completion of shift paperwork, vehicle washing/refueling and post shift check.

G4S 3rd Shift 2100-0500 hours Roving Officer Duties:

Assume Post at 2100 hours and receive all necessary equipment and informational pass down from the 2nd Shift Officer.

Check out of Security Vehicle according to rotation schedule.

Preventative Maintenance and Conditions Check of vehicle checked out.

Begin Roving Patrol Route to include the properties listed on the attached Word Document.

Armsdale Park and Ride Security Check at 2130 hours.

Resume Roving Patrol Route.

Armsdale Park and Ride Security Check and Locking of Entry/Exit Gates at 0030 hours.

Resume Roving Patrol Route, return for fuel at Myrtle Campus.

Armsdale Park and Ride Security Check and Un-Locking of Entry/Exit Gates at 0300 hours.

Resume Roving Patrol Route, return to Myrtle Campus for completion of Shift Paperwork, vehicle washing/refueling and post shift check.

ROVING DUTIES CHANGE AS OF 4/01/2017

Begin Roving Patrol Route.

Armsdale Park and Ride Security Check at 0030 hours.

Return for fuel at Myrtle Campus.

Monitor Conditions and Maintain Security Presence at Rosa Parks Transit Station from 0100-0430 hours until Jacksonville Sheriff's Officers arrive for duty.

Return to Myrtle Campus for completion of shift paperwork, vehicle washing/refueling and post shift check.

Security Observation: At no time during 3rd shift will the Armsdale Park and Ride gates be locked as there is no way for an Officer to unlock them while maintaining presence at Rosa Parks Transit Station, this could be corrected using an automated gate system run with the Kantech System already in place.

Security Observation: At any time between 1300-0500 hours there is only 1 Roving Officer on duty, when posting them as a fixed Security Presence at a single location, all other locations go with no Security Checks conducted until 0930 hours the following morning.

JTA Roving Patrol Route

ARMSDALE PARK and Ride
3191 ARMSDALE RD 32218

GATEWAY SHOPPING CENTER
5200 NORWOOD AVE 32208

NORWOOD AVE BUS STOP
4858 NORWOOD AVE 32208

MONUMENT at MILL COVE
1670 MONUMENT RD 32225

A1A & WONDERWOOD LOT
2893 SR A1A 32233

REGENCY HUB
9355 ATLANTIC BLVD 32225

AVENUES MALL #944
10190 SOUTHSIDE BLVD

PHILLIPS HWY & JTB Park and Ride
7020 PHILLIPS HWY 32216

MARBON PARK and RIDE
3011 MARBON RD 32223

KINGS AVE STATION
1003 KINGS AVE 32204

KINGS AVE GARAGE (MONTANA AVE ENTRANCE)
1498 MONTANA AVE 32207

TPO BUILDING
1022 PRUDENTIAL DR 32207

JTA DOWNTOWN
121 W FORSYTH ST 32204

NORTH JEFFERSON STREET
633 W BAY ST 32204

STUART ST. SHUTTLE LOT
63 STUART ST 32204

JOHNSON STREET LOT #1
156 JOHNSON ST 32204

JOHNSON STREET LOT #2
115 JOHNSON ST 32204

TERMINAL STATION LOT
CONVENTION CENTER
70 JOHNSON ST 32204

ROSA PARKS STATION
201 W UNION ST 32202

REVISED 4/1/2017

Building Community®
Procurement Bid Office
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

September 26, 2017

ADDENDUM NUMBER: **FOUR (4)**

TITLE: SECURITY SERVICES FOR JEA

JEA ITN NUMBER: **093-17**

RESPONSE DUE DATE: August 23, 2017

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

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES

ADD: This Addendum 4 requests the Short-Listed Respondents to submit their Best and Final Offers (BAFOs) by August 23, 2017, 12:00 PM Noon (EST), by email to: lovgrd@jea.com Respondents not submitting a BAFO will have their first round submitted Total Bid Price and Incentive schedule used in calculating points. Individual Unit Prices for specific materials or scopes of work may change (increase or decrease), however, the submitted BAFO Total Bid Price cannot be **higher than** the submitted first round **Total Bid Price.**

Attached this Addendum 4, Short Listed Respondents will find attached the following;

093-17 Appendix B Best and Final Offer Response Form
093-17 Appendix B Best and Final Offer Bid Workbook

Companies shall submit:

093-17 Appendix B Best and Final Offer Response Form (PDF version)
093-17 Appendix B Best and Final Offer Bid Workbook (PDF version)
093-17 Appendix B Best and Final Offer Bid Workbook (excel version)

APPENDIX B
BEST AND FINAL OFFER (BAFO) **RESPONSE FORM**
093-17 Security Services for JEA

COMPANY INFORMATION:

COMPANY NAME:_____

BUSINESS ADDRESS:_____

CITY, STATE, ZIP CODE:_____

TELEPHONE:_____

FAX:_____

EMAIL OF CONTACT:_____

Enter Company Total Bid Price from the Bid Workbook	**$**

☐ **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 (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, (3) that the Respondent is legally authorized to do business and maintains an active status in the State of Florida. The Respondent certifies that its recent, current, and projected workload will not interfere with the Respondent's ability to work in a professional, diligent and timely manner, and (4) that their organization acts as an independent consultant. (5) it shall execute in good faith Piggyback contracts of the Participant Agencies which incorporate this Solicitation terms and conditions, including any requirements in section 8 of the solicitation on a Participant Agency basis. In addition to the affirmative statement, full disclosure must be provided of any ownership interests or affiliations with any insurance companies, third party administrative agencies or any direct services provider networks. 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.

By signing the Respondent's Certification, the Respondent acknowledges that 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".

We have received addenda _____through_____

_____ _____
Signature of Authorize Officer of Company or Agent Date

_____ _____
Printed Name & Title Phone Number

Acknowledge receipt of this addendum on the Response Form

093-17 APPENDIX A TECHNICAL SPECIFICATIONS SECURITY SERVICES FOR JEA

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Bid Workbook Appendix B item:

1) Tier Pay Schedule

1. Definitions

1.1. **Governing organization**
The organization that issued the contractor a purchase order to perform a service or task within the scope of this contract. Governing Organization may also be referred to as Participant Agency or Participating Agency, as well as JEA, JAXPORT, JSO, COJ or JTA.

1.2. **Contract Manager**
The individual(s) identified by each Governing organization as responsible for the management and enforcement of the security officers and this contract. Contract Manager may also be referred to as the Contract Administrator(s).

1.3. **Account Manager**
The individual(s) identified by the contractor as responsible for the management of the security officers.

1.4. **Security Officer**
The individuals identified by each Account Manager as security personnel assigned to each governing organization.

2. Organizational Contract Managers

2.1. **JEA** – Physical Access/Security Compliance Specialist

2.2. **Jacksonville Port Authority (JPA)** – Director of Public Safety

2.3. **Jacksonville Transit Authority (JTA)** – Chief Safety Officer

2.4. **City of Jacksonville (COJ)** – Facilities Manager

2.5. **Jacksonville Sheriff's Office (JSO)** – Assistant Chief of Services

3. Scope of Security Services

3.1. The contractor is responsible for providing all security services identified in this contract. This listing of services is not meant to be all inclusive but an identification of the general primary

duties of the contractor. Each governing organization will issue site specific post orders upon award of the contract. These documents will outline any additional, or post specific, duties required of the contractor. The governing organization reserves the right to assign additional duties as required throughout the life cycle of the contract.

3.2. The contractor shall ensure that the requirements in these Specifications are fulfilled as intended and designed to protect Governing organization assets and personnel against incidents of assault, sabotage, fire, property damage, arson, theft, unauthorized access, trespass, etc.

3.3. The contractor shall be responsible for controlling access, determining the extent of threatening situations against persons or property, assessing the appropriate response to such threats, and taking appropriate action, including summoning fire and medical emergency services personnel, law enforcement authorities and/or security reinforcements.

3.4. The contractor shall promptly respond to, investigate and document incidents of violence, theft, fire, medical emergencies, vandalism, or other security-related acts involving governing organization employees, visitors, or property. This includes, but is not limited to, the collection and preservation of any evidence. The contractor shall be required to notify, record, and report full details of such situations to appropriate governing organization personnel.

3.5. The contractor shall promptly respond to all requests from appropriate governing organization and/or security officers needing assistance because of, or to prevent acts, of physical violence, vandalism, theft, or other disturbances. Promptly notify the Security Dispatch Center of all such requests.

3.6. The contractor shall perform building security checks/patrols, fire watches, inspections and water front property watches as required by the governing organization's post orders.

3.7. The contractor is responsible for continuously monitoring areas protected by fire alarm, security alarm, and video surveillance systems. Maintain access logs, records of inspection and testing, visitor registration, records of building security checks/patrol, and key control records in accordance with established governing organization's post orders, guidelines, and procedures.

3.8. The contractor shall be required to cooperate fully with any investigation of a contractual or security-related matter.

3.9. When authorized, participate in routine matters, e.g., patrolling and observing cargo/storage areas; receiving and making telephone calls; receiving, safeguarding, and turning over to the appropriate person's official mail and messages.

3.10. The contractor shall be required to identify potentially hazardous conditions and items in need of repair, including, but not limited to: inoperative or malfunctioning alarm points, cameras, doors, fire alarm and fire extinguishing equipment, hardware, software, lights out, lights left on/off, locks, water left running, leaks and spills, taking corrective action and/or reporting same to the proper personnel in a timely manner. Prepare and submit an incident report or other means of reporting based on individual governing organization's post orders for observed Facilities, Operations & Maintenance defects.

3.11. The contractor shall be required to conduct inspections of incoming, and outgoing, property when directed by appropriate management or based on individual governing organization's post orders.

3.12. For governing organization's with port MTSA/MARSEC restricted areas inspections of incoming / outgoing vehicles and pedestrians are conducted to meet the requirements of the Facility Security Plans (FSP) or as directed by the Governing organization's post orders.

3.13. The contractor shall conduct, and enforce, parking and traffic control based on individual governing organization's post orders.

3.14. In the event of an emergency, the contractor shall facilitate the evacuation of facility occupants.

4. General Requirements

The contractor shall perform all security services so as not to unreasonably interfere with the governing organizations, or its tenants, operations of its facilities or business.

4.1. Transition and Phase-in Plan

4.1.1. The contractor is required to submit for approval, by the Contract Manager, a transition and phase-in plan for the assumption of security services at each governing organization.

4.1.2. This plan must provide a comprehensive and detailed timetable broken down by major transition tasks and subtasks. This must include, but is not limited to, the training of all security officers to meet the requirements of the governing organization.

4.1.3. The contractor must give current security officers, at each governing organization, the first right of refusal to work under the new contract. However, each security officer must meet or exceed the requirements of this contract in order to receive this right.

4.2. Staffing Levels

4.2.1. The contractor shall maintain appropriate security force member levels to account for planned turnover, vacations and reasonable absenteeism rates without undue strain on the security officers.

4.3. Staffing Hours

4.3.1. The contractor shall provide security services twenty-four hours per day, seven days per week. Service hours will vary by individual site/post, and not all posts will require total coverage. Hours may be added, or deleted, with a minimum of 48 business hours' notice under normal circumstances. Under abnormal or emergency circumstances posts or additional hours may be added or deleted without notice, as deemed necessary by the individual governing organization.

4.3.2. Security force members shall not be permitted to work more than sixteen consecutive hours in any 24-hour period, nor more than twenty-four hours in any 48-hour period, and no more than 72-hours in any seven-day period. Exceptions may be made, with the written approval of Contract Managers, to support mobilization for mitigation, restoration and recovery

during and following disasters and other emergencies that affect the governing organization's ability to continue normal business functions.

4.4. Staffing Retention and Turnover

4.4.1. Within 60 calendar days of award, the contractor is required to provide to the Contract Manager their staffing retention strategy.

4.4.2. After the initial 90 calendar days of the contract, if more than 10% of the security force members leave in any given month, the contractor shall have 30 calendar days to provide the Contract Manager a detailed written plan describing the actions to be taken to reduce staff turnover.

4.4.3. If the annualized turnover rate exceeds 50%, the contractor shall have 30 calendar days to provide governing organization with a detailed, written plan, including a timetable, describing the actions to be taken to reduce turnover.

4.5. Account Management

4.5.1. The contractor is required to submit for approval by the Contract Manager all security officers that are proposed to assume an account management position. The Contract Manager reserves the right, at their sole discretion, to approve or reject any personnel selected for account management by the contractor.

4.5.2. The governing organization shall identify to the contractor the specific contractor management personnel that will be required to be onsite at that organization's location for ensuring proper completion of the security services.

4.5.3. Based on the governing organization's post orders, at least one member of account management will be available, on-call twenty-four hours per day, seven days' week as an emergency contact. This requirement includes all traditional holiday periods.

4.5.4. The primary work location for all account management personnel required to be onsite will be provided by each governing organization. The Account Manager, or Site Supervisor, shall be in charge of the office, which shall be sufficiently manned and equipped to support and administer all security force duties under this contract.

4.6. Terminations or Resignations of Personnel

4.6.1. The contractor is required to communicate any change in security force member employment (termination, resignation, or termination for cause) for any of their personnel assigned to the account. This notification must be made to the Contract Manager and be issued no later than the end of the business day of the event. The contractor is required to retain proof of notification until the contract manager has confirmed the receipt of the communication. All terminations will take place at the contractor's local office. Contractor is prohibited from terminating or otherwise taking any disciplinary action considered sever in nature, against security force members while on governing organization premises.

4.7. Release of Information

4.7.1. The contractor is prohibited from releasing any information, verbal or written, outside of the Contract Manager or established procedures provided in the governing organizations post orders without authorization from the Contract Manager. This does not preclude the contractor from complying with a subpoena from an authorized federal, local court, or law enforcement agency.

4.8. **Secondary Employment**

4.8.1. The contractor must submit, for approval by the Contract Manager, all secondary employment of any security officers assigned to each governing organizations contract.

4.8.2. The contractor is not authorized to employ any current employee of any governing organization as a security officer on this contract.

5. **Billing and Credits**

5.1. The contractor shall use the tier pay schedule for all billing rates of positions employed under this contract.

5.2. The Contract Manager reserves the right to add, or reduce, the number of hours/positions employed by the governing organization without incurring any change to the contractor's proposed billing rates.

5.3. All billable hours are to be billed at the classification of that particular post wage rate. If the security officer volunteers to work a post at a lower pay rate, the security officer is to be paid at that pay wage and billed accordingly to the account. For example, a shift supervisor working an armed officer post.

5.4. In the event that the contractor requires a security officer to work a lower pay rate position, the contractor must pay that individual at their traditional pay rate with no increase applied to the governing organization.

5.5. The contractor shall bill all training hours that are the responsibility of the governing organization on a separate line item of the invoice

5.6. All credits due to the governing organization will be shown as a separate line item on the invoice.

5.7. At the start of the contract, the governing organization will identify to the contractor their required billing cycle and invoice delivery process. This billing cycle may be on a specific date or monthly/weekly based upon the organization.

6. **Standards and Penalties**

6.1. In the event a civil and/or criminal penalty should be levied against the governing organization by any federal, state, or local authority empowered to impose such penalty due to the misconduct of a security force member or due to the failure of a security force member to perform their duties in accordance with established governing organization post orders and/or contractor procedures, the contractor shall reimburse the governing organization for the amount of the imposed civil and/or criminal penalty, plus reasonable attorney fees and court costs.

6.2. The contractor shall immediately, upon the request of the Contract Manager or their designee, transfer any security force member from the governing organization's contract.

6.3. The contractor shall immediately transfer any security force member who commits an accidental firearm discharge, or firearm safety violation, from the governing organizations contract.

6.4. Any security force member whose State of Florida "D" and or "G" license is listed as "administrative action pending", "recommend denial", "revocation pending" or any other adverse status shall be reported to the Contract Manager for evaluation.

6.5. The contractor shall immediately, upon their knowledge; transfer from all governing organization posts any security force member who is standing post and found to not have a valid state of Florida "D" and or "G" License as required by the post orders. If the discovery of the violation is the direct result of an inspection by any regulatory or law enforcement agency, the contractor shall be considered in violation of the contract and required to immediately provide an action plan to rectify the situation.

6.6. The contractor is required to contact the Contract Manager immediately upon the identification of any unmanned hours. This notification must be made verbally and in written format for proper documentation. The contractor shall credit the governing organization the lost time at a rate of $25.00 per hour. In addition, the contractor shall have (30) calendar days to provide the Contract Manager with a written performance improvement plan to address the issue that created the unmanned hours. The corresponding credit for the unmanned hours shall appear within the following two invoices.

6.7. For the JSO Shands Holding Cell post, if the contractor is unable to provide minimal staffing, the Contract Manager has the right to obtain security services from another company or utilize a Sheriff's Office Correctional Officer, or Police Officer, and deduct a sum of one-hundred ($100.00) dollars per hour for each request for service, or any part thereof for the entire time the need for service exists.

7. Contingency and Emergency Surge Support

7.1. Within 90 days of award, the contractor shall establish an emergency surge support plan for meeting the requirements of this section. This plan must be reviewed, and approved, by the Contract Manager for each governing organization. These support plans shall address the contractor's process, and procedures, for the mobilization of personnel in the mitigation, restoration, and recovery efforts of the governing organization. These efforts may be required during, and following, disasters and other emergencies that may impact any of the individual governing organization's ability to continue normal business functions. The plan must be reviewed and updated during the month of April each calendar year. The governing organization reserves the right to conduct periodic exercises, announced or unannounced, of the contractor's plan to ensure proper operational functionality.

7.2. The contractor shall be required to provide a minimum of 10% additional security force members upon request of the Contract Manager for each individual governing organization. All security force members shall be current security officers of each individual governing organization and to be fully trained, qualified and/or certified to stand post at the governing organization assigned within 24 hours of notification.

7.3. The contractor shall be required to provide a minimum of 15% additional security force members upon request of the Contract Manager for each individual governing organization that has port MTSA/MARSEC restricted areas. All security officers assigned to these locations must possess valid Transportation Workers Identification Credential (TWIC)/JPA credentials and be available within 24 hours of notification.

8. Security Officer Qualifications

The contractor is responsible for all costs and burdens associated with ensuring that the security officer meets all identified required qualifications related to the items in this section. The contractor shall not charge the security officer any out-of-pocket expenses related to the items in this section.

8.1. Citizenship

8.1.1. Shall be a U.S. citizen or a lawfully permitted resident.

8.2. Age

8.2.1. Shall be at least 18 years of age and may require a minimum of one (1) year of security services, Military or law enforcement experience or as specified in the individual governing organization post orders.

8.3. Health

8.3.1. Shall be in good health without limitations that would interfere with the performance of assigned duties. The descriptions below are representative of those that must be met by an individual to successfully perform the essential functions of the security officer:

8.3.1.1. Binocular vision correctable to 20/30 (Snellen or equivalent).

8.3.1.2. Able to distinguish colors, i.e., free of color-blindness.

8.3.1.3. Able to stand for long periods.

8.3.1.4. Use hands and fingers to reach, handle or feel objects, use tools or operate controls.

8.3.1.5. Able to walk and climb gangways and stairs or balance, stoop, kneel, crouch or crawl.

8.3.1.6. Able to hear ordinary conversation at a minimum of fifteen feet, with either ear with or without the benefit of a hearing aid.

8.3.1.7. The individual must regularly lift and/or move up to 25 pounds.

8.4. Language

8.4.1. Shall speak, read, write and understand English to the extent of reading and understanding printed regulations, written orders, training instructions and materials, and must be able to compose reports that convey complete and detailed information.

8.5. **Education**

8.5.1. Shall be a high school graduate or have received a G.E.D. certificate.

8.6. **Security Licenses**

8.6.1. Shall have current State of Florida Class "D" and or Class "G" security officer licenses as required by the individual governing organization's post license requirements.

8.6.2. Based on the individual governing organization post orders, a State of Florida Class "D" and or Class "G" Security Officer licenses may be waved for up to 90 days of first being employed on the contract for some administrative positions with written approval from the Contract Manager.

8.7. **Driver's License**

8.7.1. Shall have a valid government issued driver's license.

8.7.2. The contractor shall perform a driving records check, minimum of three years, for each jurisdiction of their residence during that same time frame.

8.7.3. The Contract Manager reserves the right to disqualify, or not permit to drive a contractor vehicle on property, for any conviction of a DUI within 10 years or any other criminal act involving a vehicle and/or any conviction or citations unacceptable to the Contract Manager.

8.8. **TWIC Credentials**

8.8.1. The contractor shall bear all costs related to TWIC and JAXPORT initial and renewal credentials for all security officers assigned to JPA or MTSA designated JEA posts. All security officers assigned to these posts must have a valid TWIC and JAXPORT credential. Under no circumstances, can these sites be manned by a security officer without the proper credentials.

8.9. **Pre-employment Drug Screening**

8.9.1. Shall have successfully passed a pre-employment drug screening. All individuals will be disqualified for any use of illegal and/or non-prescribed controlled substances.

8.10. **Random Drug Screening**

8.10.1. The contractor shall conduct random drug screening of at least 10% of the security officers each month. This testing shall be conducted in such a manner as to ensure that all security officers are screened at least once every eighteen months; however, the screening shall not be predictable. The contractor is required to immediately remove any individual from the contract for any use of illegal and/or non-prescribed controlled substances.

8.10.2. The contractor must use a certified laboratory for conducting all drug screening of security officers.

8.11. **Pre-employment Employment History Verification**

8.11.1. The contractor is required to disqualify any security officers that have falsified their submitted employment history.

8.11.2. The contractor is required to attempt to verify at least seven years of employment history of all potential security officers. This includes verification of activities during interruptions of employment in excess of 90 calendar days.

8.11.3. The Contract Manager reserves the right to require the contractor provides evidence of this verification and the resulting information.

8.12. **Pre-employment Criminal Background Check**

8.12.1. The contractor shall perform a criminal background check, minimum of seven years, for each jurisdiction of their residence during that same time frame.

8.12.2. If for any reason a seven-year criminal background check cannot be completed, the contractor is required to submit an explanation to the Contract Manager requesting an exemption for the individual. This individual is not authorized to perform any duties on that account until the exemption has been granted.

8.12.3. The contractor shall automatically disqualify any individual whose background check reveals a felony conviction, misdemeanor conviction related to illegal drugs or controlled substances, sexual misconduct, theft, or violence. In addition, the Contract Manager reserves the right to disqualify any individual for any other conviction or charge that they deem unacceptable.

8.12.4. If any questionable, adverse or missing information develops during the course of the background screening, the investigation must be expanded to investigate and report all pertinent information.

8.12.5. The Contract Manager reserves the right to require the contractor provides evidence of this background check and the resulting information.

8.13. **Periodic Criminal Background Check**

8.13.1. The contractor is required to track and maintain a record of all criminal background checks performed on security officers. The contractor shall be required to report to the Contract Manager on an ongoing and continuous basis as each new employee is assigned to the account.

8.13.2. The contractor is required to perform an annual criminal background check on all security officers. The governing organization will dictate the specific month in which these background checks are to be performed by the contractor. The Contract Managers will coordinate their specific months to reduce the operational impact on the contractor performing these checks.

8.13.3. If any questionable, adverse, or missing information develops during the course of the background screening, the investigation must be expanded to include this discovery. All pertinent information must be reported to the Contract Manager.

8.13.4. The Contract Manager reserves the right to require the contractor provides evidence of these background checks and the resulting information.

8.14. **Personnel Risk Assessments**

8.14.1. All security officers assigned to the JEA account will be required to comply with the North American Electric Reliability Corporation (NERC) requirements for criminal background checks. The Contract Manager shall provide the contractor the Personnel Risk Assessment (PRA) form to be completed, with all required evidence, for all sections of the background check.

9. Security Officer Personal Appearance

9.1. The contractor is required to submit for approval the personal appearance standards of their company to the Contract Manager. The Contract Manager reserves the right to require additional appearance criteria in the event the standards are not sufficient for their organization.

10. Security Officer Performance

10.1. The contractor shall perform a performance evaluation of all security officers on an annual basis.

10.2. The contractor may be required to perform periodic performance evaluations of all Account Managers, Supervisors, and Dispatch Officers based upon the requirements of the Contract Manager. These evaluations are typically performed at the 30, 60, and 90-day check points after their initial hire date. The contractor is required to provide a copy of all evaluations to the Contract Manager.

10.3. Within thirty days of annually evaluation completion, the Contract Manager shall be provided with a copies of each Manager, Supervisor, and Dispatch Officers evaluation form or as required by the Governing organization post orders.

11. Security Officer Training

The contractor shall bear all costs related to development and scheduling of its own corporate orientation/training sessions.

The contractor is required to track, and maintain, a record of all training courses and certifications completed by each security officer. The Contract Manager reserves the right to request a copy of this information at any time to validate proper compliance with training requirements. The contractor is responsible for ensuring all security officers maintain current training and certification requirements. This includes, but is not limited to, scheduling refresher/recertification courses in advance of the officer's expiration dates to ensure that the governing organization does not experience a lapse in service.

The contractor is encouraged to conduct cross-training of reserve personnel to ensure the availability of security officers for the governing organizations.

11.1. Safety Training

11.1.1. The contractor shall bear all costs associated with the completion of all required safety training. All security officers, regardless of job position, must completed all mandatory safety training prior to being assigned to the governing organization's account. The following is a listing of the mandatory safety training courses and/or certifications:

11.1.1.1. Basic First Aid

11.1.1.2. Cardio-Pulmonary Resuscitation (CPR)/Automated External Defibrillators

11.1.1.3. Blood borne pathogens

11.1.1.4. Personal Protective Equipment (PPE) components as related to operational requirements of the governing organization.

11.1.2. The contractor is required to ensure all security officers receive refresher safety training as required by the specific certifications requirements. This refresher training shall not be conducted on governing organization's property unless approved by the Contract Manager.

11.2. Maritime Transportation Security Act Training

11.2.1. This training is specific to officers assigned to the JEA/JPA accounts.

11.2.2. All individuals assigned to these posts must complete Maritime Transportation Security Act (MTSA) 33 CFR 105.210 training and achieve the requisite certification(s) by an approved authority. The Contract Manager shall provide the contractor with a listing of authorities that are approved to conduct this training. The cost for required training shall be billed on a reimbursable basis. The contractor is not authorized to markup the training expense and must provide supporting documentation of training cost. The training charge must be shown as a separate line item on the governing organization's invoice.

11.3. Required In-Service Training

11.3.1. The governing organizations reserve the right to develop, and require, security officers successfully complete in-service training courses before being released for unsupervised assignment on the account.

11.3.2. The governing organization shall bear all costs, except overtime, related to development and scheduling of its own governing organization required in-service training. When a security officer is assigned to this training, the contractor shall be authorized to bill the governing organization the overhead and burden charge identified for an unarmed security officer position. This rate will be used for all personnel regardless of current job position.

11.3.3. Based upon the requirements of the governing organization, the security officers may be allotted up to 24 hours of in-service training. This training will be performed by a designated, current, member of the account. For certain positions, security officers may be allotted an additional 16 hours of in-service training.

11.3.4. The contractor is required to produce, and develop, a site specific training program that will be used for the in-service training of all officers. This training must be submitted to the Contract Manager for review and approval. Any security officer that does not successfully complete this training shall not be assigned to the account. The following is a listing of minimum training topics that must be included in the program:

11.3.4.1. Post Orders

11.3.4.2. Chain of Command

11.3.4.3. Communications Procedures

11.3.4.4. Report Writing

11.3.4.5. Site Specific Systems and Applications

11.3.4.6. Safety Procedures

11.3.4.7. General Orders and Site Specific Post Orders

11.3.4.8. Access Control Procedures

11.3.4.9. Forms and Logs

11.3.4.10. Equipment Familiarization and Issuing

11.3.4.11. Scheduling

11.3.4.12. Security Awareness

11.3.4.13. Patrol Techniques, Site Inspections and Responsibilities

11.3.4.14. Traffic Control Techniques

11.3.4.15. Investigation Techniques

11.3.4.16. Emergency Procedures

11.3.4.17. Escorting

11.3.4.18. Vehicle, Personnel, and Bag Inspections

11.3.5. **MTSA/MARSEC Training Topics** - For governing organizations with port MTSA restricted areas, the following additional topics must be included:

11.3.5.1. TWIC Escorting

11.3.5.2. Cargo Handling

11.3.5.3. Vehicle, Container / Cargo, Personnel, and Bag Inspections

11.4. **NERC Training**

11.4.1. This training is specific to officers assigned to the JEA account.

11.4.2. All security officers, regardless of job title, must complete all required NERC standards training course(s).

11.4.3. All security officers will be required to complete this training on annual basis or as required by the governing organization. If a security officer fails to complete the required training, they will be removed from the account until the training issue is corrected. They will not be authorized to return to the account until approved by the Contract Manager.

11.4.4. The governing organization is responsible for bearing all costs associated with the completion of this training.

11.5. **FAA Training**

11.5.1. This training is specific to officers assigned to the courthouse under the JSO account. The estimated number of officers requiring this training is approximately 44; however, the Contract Manager reserves the right to adjust the number of officers as they see fit.

11.5.2. The contractor shall bear all costs associated with providing FAA trained security officers for the use of an X-ray screening system, walk through metal detector, and hand held metal detectors as required by certain governing organizations.

11.6. **Facilities Protective Action Response (PAR) Training**

11.6.1. This training is specific to officers assigned to the juvenile detention center under the JSO account. The estimated number of officers requiring this training is approximately 13; however, the Contract Manager reserves the right to adjust the number of officers as they see fit.

11.6.2. The contractor's Account Manager and security officers will be sufficiently trained in PAR and any other training required in accordance with Florida State Statutes chapters 39 and 985. This training will be completed through on-the-job training classes while on the account.

12. Contract Meetings

12.1. Throughout the contract term, the contractor shall be required to attend various meetings and provide periodic status reports.

12.2. **Annual Contract Meeting**

12.2.1. This meeting will be conducted at the end of each contract year. The purpose of this meeting is to discuss Security force performance over the course of the previous year, any performance improvement, and any suggestions for contract procedures and processes improvement.

12.2.2. Required Attendees – Contract Manager(s), Account Manager, Assistant Account Manager(s), officer(s) and local VP of contractor's company.

12.3. **Quarterly Contract Meeting**

12.3.1. This meeting will be conducted once a quarter. The purpose of this meeting is to discuss Security force performance over the course of the previous quarter, any performance improvements, and any suggestions for contract procedures and processes improvement.

12.3.2. Required Attendees – Contract Manager(s), Account Manager, Assistant Account Manager(s), officer(s) and local VP of contractor's company.

12.4. **Weekly Contract Meeting**

12.4.1. These meetings may be conducted based on the Governing organization each week or as requested. The purpose of this meeting is to discuss Security force issues or performance concerns over the last week, any performance improvement, and any suggestions for contract procedures and processes improvement.

12.4.1.1. Required Attendees – Contract Manager, Account Manager, Assistant Account Manager(s), and officer(s) of contractor's company as necessary or requested.

13. Security Officer Compensation

13.1. **Wages**

13.1.1. All governing organizations will utilize the attached tier pay schedule to determine the Security force member wages. The Contract Manager will identify the appropriate starting wage tier for all security officers assigned to a particular post or job description.

13.1.2. The security officer's wage will be increased as deemed necessary by the Contract Manager during the course of the contract.

13.1.3. The Contract Manager reserves the right to review the position wage structure annually and may approve a tier wage increase to a tier of their choice at any time.

13.1.4. All changes in position or individual pay wage tier must be approved by the Contract Manager and communicated to the Account Manger via written, or electronic, documentation.

13.2. **Senior Officers**

13.2.1. Security officers may be promoted to position of Senior Officer after seven (7) years of contract service or successful completion of special training as required by the governing organization.

13.2.2. The start date for all security officers previously employed on the governing organization's contract will be their initial start date working on that particular account. However, this start date is not transferable between governing organization's covered under this contract.

13.2.3. This pay rate increase will be requested by the Account Manager after successful completion of the special Governing organization training or on the Security Officers seventh anniversary via electronic written request and changed upon written approval from the Contract Manager.

13.2.4. The pay rate increase for successful completion of special Governing organization training will not require seven years of contract service.

13.3. **Overtime Hours**

13.3.1. All overtime costs for a security officer required to work more than 40 hours in a 7-day work week to fulfill scheduled hours/posts shall be borne by the contractor.

13.3.2. The security officer shall be paid at overtime wages of one-half times the worker's regular hourly rate. However, the contractor is only authorized to bill the governing organization at normal straight time pay wages.

13.3.3. In the event the governing organization requests additional hours, but does not provide advance notice of 48 hours, the security officer may be billed to governing organization at one-half times the regular hourly rate.

13.4. **Holiday Pay**

13.4.1. At the contractor's expense, all security officers working scheduled holidays shall be compensated at the overtime wage of one and one-half times their normal rate. However, the contractor is only authorized to bill the governing organization at normal straight time pay wages.

13.4.2. The Contract Manager reserves the right to require minimum, or reduced, hours during holidays based on the governing organization's post orders.

13.4.3. The following is a listing of scheduled holidays for this contract:

13.4.3.1. New Year's Day

13.4.3.2. Martin Luther King Jr. Day

13.4.3.3. Presidents Day

13.4.3.4. Memorial Day

13.4.3.5. Independence Day

13.4.3.6. Labor Day

13.4.3.7. Veterans Day

13.4.3.8. Thanksgiving Day

13.4.3.9. Christmas Day.

13.4.4. The contractor may provide additional paid holidays in excess of the minimum outlined.

14. Security Officer Benefits

14.1. Medical and Dental

14.1.1. The contractor must offer the security officers a medical and dental plan. This must not be a discount plan.

14.2. Annual Leave

14.2.1. The contractor is responsible for all costs associated with providing annual leave to the security officers.

14.2.2. The following is the annual leave earnings schedule that must be provided to all security officers:

14.2.2.1. 40 Hours – One to four years of service.

14.2.2.2. 80 Hours – Five to nine years of service.

14.2.2.3. 120 Hours – Ten or more years of service.

14.2.3. The contractor may provide annual leave accrual in excess of the minimum hours outlined.

14.2.4. The start date for all security officers previously employed on the governing organization's contract will be their initial start date working on that particular account. However, this start date is not transferable between governing organization's covered under this contract.

15. Uniforms and Equipment

The contractor shall provide at no cost to the security officers all required uniforms in sufficient quantity to ensure a clean uniform is worn each day. Security officers shall maintain a positive professional image at all times while on the governing organization's property.

The Contract Manager reserves the right to require the contractor provide additional equipment not specifically listed in this specification. The contractor is only authorized to charge up to 25% markup on the actual cost. The Contract Manager may request copies of the estimations from the providing supplier to validate the base cost of the equipment and assigned markup.

15.1. Uniform Requirements

15.1.1. These uniform requirements apply to all security officers with the exception of all soft uniform positions.

15.1.2. Non-office building environments

15.1.2.1. Light Gray law enforcement-style uniform shirts and black uniform 5.11/Armark – style cargo trousers (straight leg).

15.1.3. Office building environments

15.1.3.1. White law enforcement-style uniform shirts and black law enforcement-style polyester trousers.

15.1.4. Uniform shirts shall be short or long sleeves that display one security contractor logo patch on the upper arm and may display the American flag patch on the other.

15.1.5. The contractor's name/logo patch shall appear on the uniform only to the minimum extent required by applicable State of Florida security licensing regulations.

15.1.6. Uniform shirts shall display law enforcement-style metal silver tone finish officer or gold tone finish supervisor badge or patch.

15.1.7. Uniform is to be worn with black socks.

15.1.8. Uniform is to be worn with a black crew neck t-shirt.

15.1.9. Unless specified in the post orders, all security officers are required to wear black leather safety-toed shoes, in good condition, that comply with the governing organization's safety requirements.

15.2. **Armed Uniformed Security Officers**

15.2.1. The contractor shall provide the following for all armed uniformed security officers:

15.2.1.1. Optional Baseball-Style Cap - shall display the security contractor's patch or "SECURITY" in black or white to clearly contrast the color of the hat.

15.2.1.2. One black nylon web or leather basket weave polymer buckle duty uniform belt.

15.2.1.3. One black nylon web or leather basket weave radio holder/holster.

15.2 1.4. One black nylon web or leather basket weave glove case.

15.2.1.5. A minimum of four black nylon web or leather basket weave belt keepers.

15.2.1.6. One black nylon web or leather basket weave .38 or 9mm on the hip gun holster requiring at least two distinct actions to release the firearm (based on the Governing organization's post orders).

15.2.1.7. One black nylon web or leather basket weave .38 double speed loader or 9mm double magazine holder (based on the Governing organization's post orders).

15.3. **Armed/Unarmed Uniformed Security Officer**

15.3.1. The contractor shall provide the following for all armed/unarmed uniformed security officers:

15.3.1.1. One black nylon web or leather basket weave VELCRO trouser belt.

15.3.1.2. A name badge bearing the individual's first initial and last name.

15.4. **Soft Uniform**

15.4.1. All administrative positions will be considered soft uniform positions.

15.4.2. The contractor shall provide the following for all soft uniform positions:

15.4.2.1. Light gray polo-style shirts, short or long sleeve, displaying the security contractor's logo embroidered on the upper left chest and black law enforcement-style polyester trousers.

15.4.2.2. Dispatch Supervisors shall be provided white polo-style shirts, short or long sleeve, displaying the security contractor's logo embroidered on the upper left chest and black law enforcement-style polyester trousers.

15.4.3. Soft uniformed security officers are not required but may wear a duty uniform belt / weapon per their post orders.

15.4.4. Soft uniform security officers assigned to office building/administration posts are required to wear black leather shoes, in good condition, with no conspicuous branding or logos. However, all footwear must meet the safety requirements of the governing organization.

15.5. **Soft Non-Uniform**

15.5.1. All contractor management positions shall be considered soft non-uniform positions.

15.5.2. The contractor shall provide the following for all soft non-uniform positions:

15.5.2.1. Any choice of colors, polo-style or button down collared shirts, short or long sleeve, displaying the security contractor's logo embroidered on the upper left chest (business casual trousers are not required to be issued by the contractor but are required to be worn).

15.5.3. The governing organization may allow jeans on certain days of the week or if working in the field. This must be approved by the Contract Manager.

15.6. **Foul-Weather Gear**

15.6.1. The contractor is required to provide the following foul-weather gear for security officers working in poor weather conditions or significant exposure to the elements:

15.6.1.1. Rain jackets

15.6.1.1.1. Shall bear the word "SECURITY" across the back in capital; block reflective letters not less than four inches in height and in black or white to clearly contrast the color of the jacket.

15.6.1.2. Cold weather jackets

15.6.1.2.1. Shall display the security contractor's patch on one upper arm and may display the American flag on the other, a security badge patch will be displayed on the left chest, and bear the word "SECURITY" across the back in capital, block reflective letters not less than four inches in height and in black or white to clearly contrast the color of the jacket.

15.6.1.3. Cold weather hats

15.6.1.3.1. Optional cold weather black knit hat shall display the security contractor's patch or "security" in black or white to clearly contrast the color of the hat.

15.7. Visibility Safety Vests

15.7.1. The contractor shall provide high visibility safety vests for all security officers in which they are expected to work in, or near, vehicular traffic.

15.7.2. These vests shall display "security" in black or white to clearly contrast the color of the vest.

16. Firearms and Ammunition

16.1. The following are the firearms to be issued in the course of the performance of their duties:

16.1.1. JEA - Dark blue/black .38 revolver

16.1.2. JPA, JSO, COJ, and JTA - 9mm semi-automatic weapon

16.2. The contractor must provide ammunition in sufficient quantity to ensure all security officers carry a fully-loaded weapon and speed loaders / magazines.

16.3. All weapons are to be cleaned and inspected annually by the contractor and replaced as needed to ensure all weapons are in good working order.

16.4. All firearms shall be secured in a fixed and locked cabinet in a secure location when not assigned to on-duty security officers or issued to the security officer for safe transporting and storage while off duty. An unloading station shall be provided at every location at which firearms are stored or transferred between officers.

16.5. Ammunition for semi-annual requalification. The course of fire requirements must meet or exceed State of Florida Class "G" security licensing requirements.

16.6. All ammunition shall be replaced on an annual basis. Ammunition scheduled for replacement may be used to satisfy the requirement for annual requalification as noted in this Contract.

17. Office Space and Materials

17.1. All materials that are to be provided by the contractor at their cost shall not be charged to the security officers.

17.2. The contractor shall provide at their cost the following materials in performance of this contract:

17.3. **Cell phones**

17.3.1.1. The number of devices shall be determined by the governing organization.

17.3.1.2. All Account Managers and Assistant Account Managers shall have a cell phone to be used as the "on-call" device.

17.3.1.3. The cost for required cell phones shall be billed on a reimbursable basis. The contractor is not authorized to markup the cell phone expense and must provide supporting documentation of cell phone usage and cost. The cell phone charge must be shown as a separate line item on the governing organization's invoice.

17.4. **Non-latex gloves**

17.4.1.1. These gloves shall be made available for all security officers with the responsibility to search personnel and/or vehicles.

17.5. **Flashlights**

17.5.1.1. "Stinger"-style rechargeable LED flashlights in sufficient quantity to ensure each security officer working from dusk until dawn carries a working flashlight in the course of performing their duties.

17.6. **Governing Organization materials provided to Contractor**

17.6.1. **Desktop Computers**

17.6.1.1. These devices will be issued based upon the specific job description or function of the security officer. The contractor shall be responsible for ensuring their personnel adhere to all of the governing organization's rules and procedures for proper use of their equipment.

17.6.2. **Office Devices and Software**

17.6.2.1. The governing organization will provide access to various office devices such as copy machines, fax machines, and telephones as required by the specific job position. This includes a reasonable amount of copy paper for authorized contract-related business.

17.6.2.2. The governing organization will provide access to the internet, electronic mail, and other necessary software applications as required by the job position.

17.6.2.3. The contractor is responsible for ensuring all security officers comply with the governing organization's policies and procedures for proper use of this equipment and software.

17.6.3. **Personal Protective Equipment**

17.6.3.1. The governing organization will provide safety hard hats and glasses if required by their corporate safety program.

17.6.4. **Portable two-way radios**

17.6.4.1. Portable two-way radios for use in the performance of their duties.

17.6.5. **Office Space**

17.6.5.1. The governing organization shall provide office space and furniture at a specific location(s) of their sole discretion.

18. Vehicles

The contractor is responsible for providing all motor vehicles and electric golf carts required by the governing organization. The quantity shall be dictated by the specific posts and job duties that require use of a vehicle.

The contractor is responsible for ensuring a sufficient fleet of vehicles to ensure the availability of properly operating units at all times. In the event the governing organization requests an additional vehicle, the contractor shall use the contract bill rate for these additional units.

Vehicles shall be used for no other purpose(s) other than to directly service the governing organization's account.

All vehicles assigned to a specific site shall not be used to augment the required vehicles at other locations without specific authorization from the Contract Manager.

18.1. Motor Vehicles

18.1.1. The following are pre-approved motor vehicle types:

18.1.1.1. Ford – Tauris, Explorer, or F150

18.1.1.2. Chevrolet – Impala or Silverado 1500

18.1.1.3. Dodge – Charger or Ram 1500

18.1.1.4. Any other motor vehicle type must be approved by the contract manager.

18.1.2. The contractor is required to ensure all motor vehicles are equipped with the following markings, devices, and/or equipment:

18.1.2.1. Global Positioning System (GPS)

18.1.2.1.1. The contractor is required to provide, at no cost to the governing organization, GPS devices in each motor vehicle. The Contract Manager reserves the right to request copies of GPS reports of at any time.

18.1.2.2. **Markings**

18.1.2.2.1. All motor vehicles shall be marked with standard contractor logo package provided and installed by the contractor and shall not bear the governing organization logo or name.

18.1.2.3. **Spotlight**

18.1.2.3.1. All motor vehicles will be equipped with a police-style vehicle mounted LED spotlight.

18.1.2.4. **Back-Up Camera**

18.1.2.4.1. All motor vehicles will be equipped with rear back-up camera.

18.1.2.5. **Overhead Light Bar**

18.1.2.5.1. All motor vehicles will be equipped with full size yellow or yellow and green, LED police-style overhead light bars with rear facing directional warning flashers, take-down, and alley lights.

18.2. **Golf Carts**

18.2.1. All golf carts shall be electric, street legal with enclosure, and marked with standard contractor logo package. This logo package shall be provided and installed by the contractor and shall not bear the governing organization logo or name.

18.3. **Vehicle Maintenance**

18.3.1. The contractor is responsible for all costs associated with vehicle maintenance. This includes, but is not limited to, all costs associated with transporting vehicles to and from a repair facility.

18.3.2. Security officers will not be used for transporting vehicles.

18.3.3. All maintenance on vehicles shall be completed at a repair facility within 25 miles of the vehicles assigned location. This requirement is not applicable if the vehicle is towed to and from the repair facility.

18.4. **Fuel**

18.4.1. Based on the governing organization, all fuel will be provided at no cost to the contractor or on a reimbursable basis.

18.4.2. If the fuel cost is reimbursed, the contractor is not authorized to markup the fuel expense and must provide supporting documentation of fuel consumption and cost. The fuel charge must be shown as a separate line item on the governing organization's invoice.

19. Security Officer Qualifications and Duties

19.1. Qualifications

19.1.1. The contractor is responsible for ensuring all personnel have sufficient knowledge and experience to perform the required duties. Contractor personnel who exhibit inadequate experience or incapability in their work assignment shall be replaced and not allowed on property. Failure on the part of the contractor to furnish such labor shall be sufficient cause for the cancellation of the contract. Employees of the governing organization shall not be employed by the contractor to work under this contract.

19.2. Authority

19.2.1. All management and supervisory positions shall have the authority necessary to carry out administrative and supervisory responsibilities for daily supervision of security officer operations under their scope while adhering to the governing organization's policies, procedures, and post orders.

19.3. Position Descriptions

19.3.1. Position descriptions are provided as both a means to determine the general responsibilities of specific work assignments and as a guide or standard by which to evaluate the performance of personnel assigned to each position. Some listed responsibilities may not apply to all security officers with that particular position description.

19.4. Account Manager

19.4.1. This non-uniformed position is responsible for administration, management, support, and quality control for all security officers. The Account Manager is the primary security force liaison with each governing organization reporting directly to the Contract Manager(s).

19.4.2. **Qualifications**

19.4.2.1. Ten or more years' experience in management of physical security staff, scheduling, proficient in Microsoft Office products, and the ability to learn and apply modern computer and office technology in the physical security field. Additional qualifications may be required as noted in the governing organizations post orders.

19.4.3. **Duties**

19.4.3.1. Ensures continuous, positive and results-oriented security officer relations; works cohesively with different governing organization departments to ensure coordination of security officer activities.

19.4.3.2. Shall ensure compliance with the operational staffing requirements of the security force, including assurance of proper staffing and scheduling.

19.4.3.3. Shall cooperate in all investigations concerning allegations of security and safety violations or unauthorized acts of Security force members and/or others affecting security and/or safety at the governing organization. If asked to do so by Contract Manager, the Account Manager shall conduct the investigation and prepare timely reports for governing organization, including the results of the investigation even if unfavorable to the Security force.

19.4.3.4. Shall maintain workforce discipline and morale via proactive management techniques. Suspend, remove or otherwise discipline employees where appropriate.

19.4.3.5. The Account Manager shall complete site and security officer inspections as set forth in the post orders to ensure site security/safety and security officer adherence to post orders. Such inspections shall be equally allocated among all shifts. Summaries and documentation of inspections shall be communicated to the Contract Manager on a monthly basis.

19.4.3.6. Account Manager is responsible for recommending changes or updates to the governing organization's post orders on an annual and periodic basis. Account Manager is required to update post orders upon the Contract Managers request. Any changes or updates to these post orders will require the tracking of changes and electronic submission for final approval by the Contract Manager.

19.4.3.7. Shall prepare reports in accordance with Contract requirements and as required by the Account Manager.

19.4.3.8. By no later than the third business day of each month, the Account Manager shall submit to the Contract Manager a report noting:

19.4.3.8.1. Name and synopsis of in-service training completed during the prior month.

19.4.3.8.2. Number of overtime hours paid to fulfill scheduled hours / posts broken down for each week during the prior month.

19.4.3.8.3. Name(s), reason of security officers who left the account during the prior month and turnover percentage rate.

19.4.3.8.4. Name(s) of security officers who were added to the account during the prior month.

19.4.3.8.5. Number of security officers who completed the required random drug screened during the prior month.

19.4.3.8.6. Summaries site inspections completed during the prior month noting any issues found needing corrective action to include security force violations

discovered.

19.5. **Assistant Account Manager**

19.5.1. This non-uniform position reports directly to the Account Manager and is responsible for administration, supervision, and quality control of the security force.

19.5.2. **Qualifications**

19.5.2.1. Five or more years' experience in physical security, management of physical security staff, scheduling, proficient in Microsoft Office products, and the ability to learn and apply modern computer and office technology in the physical security field. Additional qualifications may be required as noted in the governing organization's post orders.

19.5.3. **Duties**

19.5.3.1. Shall be responsible to and maintain regular daily liaison with the Account Manager to maintain and improve security officer operations and quality. Shall report all governing organization's concerns or complaints to the Account Manager. Shall immediately resolve or correct complaints within scope of authority.

19.5.3.2. Monitoring and supervising Supervisory staff ensuring, training, documentation of safety/security, abnormal occurrences or concerns and day to day operational information is properly communicated to the Account Manager.

19.5.3.3. All sites, Security force Site Managers and Supervisors under his/her scope are to be inspected as stated in the post orders to ensure site security/safety and security officer adherence to post orders and uniform standards set forth in this contract. Such inspections shall be equally allocated among Security force. Summaries and documentation of inspections shall be communicated to the Account Manager daily.

19.6. **Site Manager**

19.6.1. This non-uniform position reports directly to the Account Manager or Assistant Account Manager based on the governing organization and is responsible for administration, supervision, and quality control of the security officers.

19.6.2. **Qualifications**

19.6.2.1. Five or more years' experience in physical security, management of physical security staff, scheduling, proficient in Microsoft Office products, and the ability to learn and apply modern computer and office technology in the physical security field. Additional qualifications may be required as noted in the governing organization's post orders.

19.6.3. **Duties**

19.6.3.1. Monitoring and supervising Supervisory staff ensuring, training, documentation of safety / security, abnormal occurrences or concerns and day to day operational information is properly communicated to the Account Manager.

19.6.3.2. Monitor Security force member capabilities by patrolling and inspecting site(s) while under your supervision giving on the spot corrective feedback.

19.6.3.3. All sites, and Supervisors under his / her scope are to be inspected each shift or as stated in the post orders to ensure site security / safety and Security force adherence to post orders. Such inspections shall be equally allocated among Security force. Summaries and documentation of inspections shall be communicated to the Account Manager daily.

19.7. **Dispatch Supervisor**

19.7.1. This soft uniformed position reports directly to the Account Manager, Assistant Account Manager or Site Supervisor based on the governing organization and is responsible for administration, supervision, and quality control of the Dispatch Officers.

19.7.2. **Qualifications**

19.7.2.1. Two or more years' dispatch and/or supervisory experience, proficient in Microsoft Office products, ability to learn and apply modern computer and office technology in the physical security field. Additional qualifications may be required as noted in the Governing organizations post orders.

19.7.3. **Duties**

19.7.3.1. Shall be responsible for daily liaison with the Account Manager to maintain and improve security force operations and quality. Shall report all governing organization's concerns or complaints to the Account Manager. Shall immediately resolve or correct complaints within scope of authority.

19.7.3.2. Operate and train on computer programs for gathering data, completing incident reports, and storing information/evidence.

19.7.3.3. In case of any security threat, he/she must be ready to direct dispatch staff to take appropriate measures to neutralize such threat.

19.7.3.4. Dispatch Center and all Dispatch Officers under his/her scope of supervision are to be inspected each shift or as stated in the post orders to ensure site security/safety and security officer adherence to post orders. Such inspections shall be equally allocated among all Security force. Summaries and documentation of inspections shall be communicated to the Account Manager daily.

19.8. **Shift Supervisor**

19.8.1. This soft uniformed position reports directly to the Account Manager, Assistant Account Manager or Site Supervisor based on the Governing organization and is responsible for administration, supervision, and quality control of the Security force at the Governing

organization site while adhering to the Governing organizations policies, procedures, and site-specific post orders.

19.8.2. **Qualifications**

19.8.2.1. Two or more years' supervisory experience, proficient in Microsoft Office products, and the ability to learn and apply modern computer and office technology in the physical security field. Additional qualifications may be required as noted in the governing organizations post orders.

19.8.3. **Duties**

19.8.3.1. Monitoring and supervising Security force staff, documenting safety/security, abnormal occurrences or concerns on the site, and training of security officers.

19.8.3.2. In case of any security threat, he/she must be ready to direct security officers to take appropriate measures to neutralize such threat.

19.8.3.3. Monitor Security force member capabilities by patrolling and inspecting site(s) while under your supervision giving on the spot corrective feedback.

19.8.3.4. All contractor security officers under his/her scope of supervision are to be inspected each shift or as stated in the post orders to ensure site security/safety and Security force adherence to post orders. Such inspections shall be equally allocated among all shifts. Summaries and documentation of inspections shall be communicated to the Account Manager daily.

19.8.3.5. Policy or procedural violations shall be documented and corrected immediately. Severe violations may, at the Shift Supervisor's discretion, require the Security force member be relieved of duty until the violation is corrected.

19.9. **Dispatch Officer**

19.9.1. This soft uniformed position reports directly to the Account Manager, Assistant Account Manager or Site Supervisor based on the Governing organization and is responsible for day-to-day operation of the Control Room while adhering to the Governing organizations policies, procedures, and site-specific post orders.

19.9.2. **Qualifications**

19.9.2.1. Proficient in Microsoft Office products, and the ability to learn and apply modern computer and office technology in the physical security field.

19.9.3. **Duties**

19.9.3.1. Control access to governing organization's facilities using the access control and related security systems. Operate computer-based security / safety related software and applications as required.

19.9.3.2. Complete required testing of access control, CCTV, fire, life-safety and other security systems-related equipment as required. Initiate appropriate response as required for various alarms and other information received.

19.9.3.3. Dispatch uniformed security officers and/or respond to alarms as required by the governing organization's post orders.

19.10. **Security Officers – Armed/Unarmed**

This uniform position is responsible for day-to-day security-related activities as directed by the Security force management while adhering to the Governing organizations policies, procedures, and site-specific post orders.

19.10.1. **Qualifications**

19.10.1.1. See governing organization's post orders for qualifications.

19.10.2. **Duties**

19.10.2.1. All responsibilities of this position are determined by the requirements set forth by each Governing organization's policies, procedures, and site-specific post orders.

EXHIBIT B
COMPANY'S PRICING/ BAFO RESPONSE

APPENDIX B
BEST AND FINAL OFFER (BAFO) RESPONSE FORM
093-17 Security Services for JEA

COMPANY INFORMATION:

COMPANY NAME: First Coast Security Services, Inc.

BUSINESS ADDRESS: 1 Independent Drive, Suite 117

CITY, STATE, ZIP CODE: Jacksonville, Florida 32202

TELEPHONE: (904) 598-1993

FAX: (904) 598 1998

EMAIL OF CONTACT: eginn@fcssfl.com

Enter Company Total Bid Price from the Bid Workbook	**$ 69,217,937.78**

X 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 (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, (3) that the Respondent is legally authorized to do business and maintains an active status in the State of Florida. The Respondent certifies that its recent, current, and projected workload will not interfere with the Respondent's ability to work in a professional, diligent and timely manner, and (4) that their organization acts as an independent consultant. (5) it shall execute in good faith Piggyback contracts of the Participant Agencies which incorporate this Solicitation terms and conditions, including any requirements in section 8 of the solicitation on a Participant Agency basis. In addition to the affirmative statement, full disclosure must be provided of any ownership interests or affiliations with any insurance companies, third party administrative agencies or any direct services provider networks. 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.

By signing the Respondent's Certification, the Respondent acknowledges that 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".

We have received addenda One (1) through Four (4)

Signature of Authorize Officer of Company or Agent — August 23, 2017 — Date

Earle Ginn, Senior Vice President — (904) 598-1993

Printed Name & Title — Phone Number

Acknowledge receipt of this addendum on the Response Form

Addendum 4 Best and Final Offer - 093-17 Appendix B Bid Workbook Security Services for JEA (includes COJ, JAXPORT, JTA AND JSO forecasts)

Respondents will only enter percentage or dollar amounts in the yellow cells

Posts by hours per Agency

Hours by Agency By Post

Post	JEA	JPA	JTA	COJ	JSO	Estimated weekly Hours per Post	Base Rate (established by JEA)	Overhead & Profit Margin (If respondent provides this figure)	Billable Rate (Fully Burdened Labor Including Overhead & Profit Margin)	JEA Bid Amount	JPA Bid Amount	JTA Bid Amount	COJ Bid Amount	JSO Bid Amount
Account Manager	40	40	40	40	0	160	$ 24.66	24%	$ 30.58	$ 2,777.14	$ 1,223.14	$ 1,223.14	$ 1,223.14	$ -
Assistant Account Manager	40	285	-	-	0	285	$ 21.29	22%	$ 26.10	$ 1,049.83	$ 8,393.67	$ -	$ -	$ -
Site Manager	40	568	-	-	40	648	$ 15.80	23%	$ 19.43	$ 777.59	$ 11,038.91	$ -	$ -	$ 777.59
Dispatch Supervisor	168	40	-	-	0	208	$ 16.64	32%	$ 21.99	$ 8,884.52	$ 879.85	$ -	$ -	$ -
Shift Supervisor	208	-	-	-	732	940	$ 15.50	24%	$ 19.22	$ 5,997.76	$ -	$ -	$ -	$ 18,069.04
Dispatch Officer	504	200	-	168	0	872	$ 15.68	28%	$ 20.07	$ 10,113.68	$ 4,014.08	$ -	$ 3,371.83	$ -
Senior Security Officer - Armed	720	-	-	-	0	720	$ 14.50	32%	$ 19.14	$ 13,780.80	$ -	$ -	$ -	$ -
Security Officer - Armed	2,000	77	496	1,510	5403	9,486	$ 12.60	28%	$ 16.13	$ 32,258.00	$ 1,241.96	$ 7,999.49	$ 24,353.26	$ 22,827.53
Senior Security Officer - Unarmed	40	-	-	-	0	40	$ 11.07	27%	$ 15.14	$ 605.54	$ -	$ -	$ -	$ -
Security Officer - Unarmed	-	2,959	520	1,890	3398	8,769	$ 10.50	29%	$ 13.55	$ -	$ 40,079.02	$ 7,047.50	$ 25,600.09	$ 18,968.19
Total weekly hrs / agency	3,720	4,154	1,000	3,908	9,948									

Annual Spend Incentives discount	If Inter-agency agg spend breaks	Start Year Discount	Following years discount	Evaluated rebate percentage (3 years total)
All respondents will issue discounts on a percentage basis the reductions to the Overhead and profit margins for aggregate spend for Inter-agencies (JEA, JPA, JAXPORT, COJ, JSO, JRA) spend (from ERP systems) exceeds the following. If spend on a Contract Year basis exceeds the spend level, the Company shall discount the billable rates by the listed percentage	>5M annually	0.000%	$ -	
	>10M annually	0.000%	$ -	
	>15M annually	0.500%	$ 70,000.00	
	>20M annually	1.500%	$ 270,000.00	$ 340,000.00

Weekly Bid Amount for All Agencies Posts	$ 359,796.18
Annual Amount for All Agencies Posts	$ 18,906,290.20
Five Year Bid Total for all Agencies Posts	$ 67,531,400.98

Vehicles Rates and Forecast by Agency

Vehicles	# of Vehicles / Agency JEA	JPA	JTA	COJ	JSO	Estimated Totals	Bill Rate / Each Vehicle Type / week	Bill Rate / Each Vehicle Type
Contract Approved Passenger Vehicle	7	0	4	2	0	13	$ 251.81	$ 3,045.20
Contract Approved 4 X 4 Pickup	1	0	0	0	0	1	$ 207.69	$ 207.69
Contract Approved 4 X 2 Pickup	0	18	0	0	0	18	$ 164.38	$ 2,959.02
Golf Cart / Electric	4	0	1	2	0	7	$ 39.11	$ 273.77
						Weekly Bill Rate		$ 6,485.68
						Annual Vehicle Bill Rate		$ 337,307.36
						5 Year Bill Rate		$ 1,686,536.80

JEA Bid Amount Vehicles	JPA Bid Amount Vehicles	JTA Bid Amount Vehicles	COJ Bid Amount Vehicles	JSO Bid Amount Vehicles
$ 5,778.95	$ -	$ 3,015.40	$ 251.81	$ -
$ 207.69	$ -	$ -	$ -	$ -
$ -	$ 2,959.02	$ -	$ -	$ -
$ 158.44	$ -	$ 39.11	$ 78.22	$ -
$ 2,181.08	$ 2,959.02	$ 1,054.51	$ 972.07	$ -

JEA Estimated Award Amount	JPA Estimated Award Amount	JTA Estimated Award Amount	COJ Estimated Award Amount	JSO Estimated Award Amount
The amounts listed below are the estimate award amounts for each Agency. Note each Agency shall independently make a decisions regarding Award and the Awarded amount.				
$ 18,681,912.87	$ 18,394,818.58	$ 4,791,888.24	$ 14,955,192.43	$ 14,888,942.84

Weekly Bid Amount for Vehicles all agencies	$ 6,485.68
Annual Amount for Vehicles all agencies	$ 337,307.36
Five Year Bid Amount for Vehicles all agencies	$ 1,686,536.80

Total five bid Amount Posts and Vehicles (enter this amount on the Response Form page 1) $ 69,217,937.78

Addendum 4 Best and Final Offer - 093-17 Appendix B Bid Workbook Security Services for JEA (includes COJ, JAXPORT, JTA AND JSO forecasts)

Respondents will only enter percentage or dollar amounts in the yellow cells

Posts by hours per Agency

Hours by Agency By Post

Post	JEA	JPA	JTA	COJ	JSO	Estimated weekly Hours per Post	Base Rate (established by JEA)	Overhead & Profit Margin (Respondent provides this figure)	Billable Rate (%s By Burdened Labor Including Overhead & Profit Margin)	JEA Bid Amount	JPA Bid Amount	JTA Bid Amount	COJ Bid Amount	JSO Bid Amount
Account Manager	40	40	40	40	0	160	$ 24.68	24%	$ 30.58	$ 1,223.14	$ 1,223.14	$ 1,223.14	$ 1,223.14	$ -
Assistant Account Manager	40	745	-	-	-	0	285	$ 21.39	22%	$ 26.10	$ 1,045.83	$ 6,393.47	$ -	$ -	$ -
Site Manager	40	568	-			40	648	$ 15.98	22%	$ 19.43	$ 777.36	$ 11,039.51	$ -	$ -	$ 777.36
Dispatch Supervisor	168	40	-	-	0	208	$ 16.68	32%	$ 21.99	$ 3,694.32	$ 879.73	$ -	$	$ -
Shift Supervisor	208				732	940	$ 15.50	24%	$ 19.22	$ 3,997.76	$ -	$ -	$ -	$ 14,069.04
Dispatch Officer	504	200	-	168	0	872	$ 15.68	28%	$ 20.07	$ 10,115.48	$ 4,014.08	$ -	$ 3,371.83	$
Senior Security Officer - Armed	720	-	-		0	720	$ 14.50	32%	$ 19.14	$ 13,780.80	$	$ -	$ -	$ -	$
Security Officer - Armed	2,000	77	496	1,510	1403	5,486	$ 12.60	28%	$ 16.13	$ 32,256.00	$ 1,241.96	$ 7,999.49	$ 24,353.28	$ 22,627.58
Senior Security Officer - Unarmed	40	-	-	-	0	40	$ 11.92	27%	$ 15.14	$ 605.54	$	$ -	$ -	$ -	$ -
Security Officer - Unarmed	-	1,956	574	1,890	1393	6,751	$ 10.50	29%	$ 13.55	$	$ 40,039.02	$ 7,097.59	$ 25,690.05	$ 19,868.19
Total weekly hrs / agency	3,720	4,126	1,000	3,808	3,568									

Annual Spend Incentives discount

All respondents will enter discounts on a percentage basis the reductions to the Overhead and profit margin for aggregate spend for Interagencies (JEA, JPA, JAXPORT, COJ, JSO, JAA) spend (from ERP systems) exceeds the following. If spend on a Contract Year basis exceeds the spend level, the Company shall discount the billable rates by the listed percentage

If interagency agg spend breaks	Next Year Discount	following years discount	Evaluated rebate percentage (3 points total)
>$5M annually	0.000%	$ -	
>$10M annually	0.000%	$ -	
>$15M annually	0.500%	$ 70,000.00	
>$18M annually	1.500%	$ 270,000.00	$ 185,000.00

Weekly Bid Amount for All Agencies Posts	$ 258,298.16
Annual Amount for All Agencies Posts	$ 13,508,280.23
Five Year Bid Total for all Agencies Posts	$ 67,531,400.58

Vehicles Rates and Forecast by Agency

Vehicles	# of Vehicles / Agency					Estimated Totals	Bill Rate / Each Vehicle Type / week	Bill Rate / Each Vehicle Type
	JTA	JPA	JTA	CCJ	ISO			
Contract Approved Passenger Vehicle	2	0	4	1	0	13	$ 253.85	$ 3,046.20
Contract Approved 4 X 4 Pickup	1	0	0	0	0	1	$ 207.69	$ 207.69
Contract Approved 4 X 2 Pickup	0	18	0	0	0	18	$ 184.89	$ 2,959.02
Golf Cart / Electric	4	0	1	2	0	7	$ 39.11	$ 273.77
						Weekly Bill Rate		$ 6,486.68
						Annual Vehicle Bill Rate		$ 337,307.36
						5 Year Bill Rate		$ 1,686,536.80

JTA Bid Amount Vehicles	JPA Bid Amount Vehicles	JTA Bid Amount Vehicles	CCJ Bid Amount Vehicles	ISO Bid Amount Vehicles
$ 1,776.95	$ -	$ 3,015.40	$ 253.85	$ -
$ 207.69	$	$ -	$ -	$ -
$ -	$ 2,959.02	$	$	$ -
$ 156.44	$	$ 39.11	$ 78.22	$ -
$ 2,141.08	$ 2,959.02	$ 3,054.51	$ 332.07	$ -

JTA Estimated Award Amount	JPA Estimated Award Amount	JTA Estimated Award Amount	CCJ Estimated Award Amount	ISO Estimated Award Amount
The amounts listed below are the estimate award amounts for each Agency. Note each Agency shall independently make a decisions regarding Award and the Awarded amount.				
$ 10,541,012.67	$ 13,284,418.78	$ 4,799,588.74	$ 16,859,232.03	$ 14,808,963.94

Weekly Bid Amount for Vehicles all agencies	$ 6,486.68
Annual Amount for Vehicles all agencies	$ 337,307.36
Five Year Bid Amount for Vehicles all agencies	$ 1,686,536.80

Total five bid Amount Posts and Vehicles (enter this amount on the Response Form page 1) $ 69,217,597.78

Post	Initial	TIER 1	2	3	4	5	6	7	8	9	10	Gap
Account Manager	$ 24.66	$ 24.91	$ 25.16	$ 25.41	$ 25.66	$ 25.91	$ 26.16	$ 26.41	$ 26.66	$ 26.91	$ 27.16	$ 0.25
Assistant Account Manager	$ 21.39	$ 21.64	$ 21.89	$ 22.14	$ 22.39	$ 22.64	$ 22.89	$ 23.14	$ 23.39	$ 23.64	$ 23.89	$ 0.25
Site Manager	$ 15.80	$ 16.05	$ 16.30	$ 16.55	$ 16.80	$ 17.05	$ 17.30	$ 17.55	$ 17.80	$ 18.05	$ 18.30	$ 0.25
Dispatch Supervisor	$ 16.66	$ 16.91	$ 17.16	$ 17.41	$ 17.66	$ 17.91	$ 18.16	$ 18.41	$ 18.66	$ 18.91	$ 19.16	$ 0.25
Shift Supervisor	$ 15.50	$ 15.75	$ 16.00	$ 16.25	$ 16.50	$ 16.75	$ 17.00	$ 17.25	$ 17.50	$ 17.75	$ 18.00	$ 0.25
Dispatch Officer	$ 15.68	$ 15.93	$ 16.18	$ 16.43	$ 16.68	$ 16.93	$ 17.18	$ 17.43	$ 17.68	$ 17.93	$ 18.18	$ 0.25
Senior Security Officer - Armed	$ 14.50	$ 14.65	$ 14.80	$ 14.95	$ 15.10	$ 15.25	$ 15.40	$ 15.55	$ 15.70	$ 15.85	$ 16.00	$ 0.15
Security Officer - Armed	$ 12.60	$ 12.75	$ 12.90	$ 13.05	$ 13.20	$ 13.35	$ 13.50	$ 13.65	$ 13.80	$ 13.95	$ 14.10	$ 0.15
Senior Security Officer - Unarmed	$ 11.92	$ 12.07	$ 12.22	$ 12.37	$ 12.52	$ 12.67	$ 12.82	$ 12.97	$ 13.12	$ 13.27	$ 13.42	$ 0.15
Security Officer - Unarmed	$ 10.50	$ 10.65	$ 10.80	$ 10.95	$ 11.10	$ 11.25	$ 11.40	$ 11.55	$ 11.70	$ 11.85	$ 12.00	$ 0.15

SUBJECT: PIGGYBACK JEA CONTRACT #168517 JOINT AGENCY SECURITY SERVICES

BID #: PSC-0375-18

OPEN DATE: 7/25/17

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: FIVE (5) YEARS FROM DATE OF EXECUTED CONTRACT THROUGH SEPTEMBER 30, 2022, WITH A ONE (1) YEAR RENEWAL OPTION

AGENCY: PUBLIC BUILDINGS DIVISION

BASIS OF AWARD: PIGGYBACK

NUMBER OF BIDS INVITED: (-) NUMBER RECEIVED: (-) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to piggyback JEA Contract #168517 Joint Agency Security Services with First Coast Security at the rates stated in the attached cost spreadsheet. Period of service is for five (5) years from date of executed contract through September 30, 2022 with a one (1) year renewal option. Total estimated annual expenditure for FY18 is $2,343,900.96, for a total expenditure not to exceed $14,402,039.40 (funding to be requested annually based of budget approval).

Funding for this award to be executed by formal contract through the Office of General Counsel and encumbered by the following accounts:

FY18
PWPB5A1SE-03405 - $1,543,310.96
RPCM011SNL-04938 - $2,000.00
RPCM011PG-03405 - $363,000.00
RPCM011AQ-03405 - $27,000.00
RPBH011AD-03405 - $28,500.00
PLJX011MBBS-03405 - $1,900.00
PLJX011MBBS-03405 – $363,190.00
PLJX15WLCFT-03405 – $15,000.00

Attachments: Recommendation Memo, Vendor Letter and JEA Contract (Specifications)

ANALYST: Annette Burney

RESPECTFULLY SUBMITTED

GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 12/21/17

OTHER:

ACTION OF AWARDING AUTHORITY DATE 12/21/17

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

QWS3270X 8/2/2018 9:27 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 08/02/2018
LINK TO: ACCOUNT SUMMARY INQUIRY 9:27 AM

FISCAL MO/YEAR : 11 2018 CURRENCY CODE :
INDEX CODE : SHCO011CP COURT PROTECTION
SUBOBJECT : 03405 SECURITY/GUARD SERVICE
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	AUG 2018	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	1,579,583.75	1,579,583.75
EXPENDITURES	.00	1,215,339.97	1,215,339.97
ENCUMBRANCES	.00	364,243.78	364,243.78
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND

QWS3270X 8/2/2018 9:28 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 08/02/2018
LINK TO: ACCOUNT SUMMARY INQUIRY 9:27 AM

FISCAL MO/YEAR : 11 2018 CURRENCY CODE :
INDEX CODE : SHCO011JLPT JOHN GOODE PRETRIAL DETENTION FACILITY
SUBOBJECT : 03405 SECURITY/GUARD SERVICE
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	AUG 2018	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	4,767,839.34	4,767,839.34
EXPENDITURES	.00	1,882,348.33	1,882,348.33
ENCUMBRANCES	.00	2,638,781.01	2,638,781.01
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	246,710.00	246,710.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND

Doran, Marleen

From: Baines, Deidra B. <Deidra.Baines@jaxsheriff.org>
Sent: Thursday, August 02, 2018 9:52 AM
To: Doran, Marleen
Subject: RE: JEA Piggyback Contract Insurance - First Coast Security

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Marleen,

Yes at this time of the year you will not see the funds for FY19 until they load them into the budget after October 1, 2018.

Let me know if you have any questions.

Deidra Baines
Procurement Manager
Budget Division
Jacksonville Sheriff's Office
Police Memorial Building
Phone - (904) 630-5970
E-Mail – Deidra.Baines@jaxsheriff.org

Please note that under Florida's very broad public records law, e-mail communications to and from city officials are subject to public disclosure.

From: Doran, Marleen [mailto:MDoran@coj.net]
Sent: Thursday, August 02, 2018 9:29 AM
To: Baines, Deidra B.
Subject: RE: JEA Piggyback Contract Insurance - First Coast Security

******EXTERNAL EMAIL SOURCE******

This email was sent from a non-JSO account. Do not open any links or any attachments unless you trust the sender and know the content is safe.

Will you be getting the money in for SHCO011CP-03405? That account shows the funding is not there?

From: Baines, Deidra B. [mailto:Deidra.Baines@jaxsheriff.org]
Sent: Wednesday, August 01, 2018 4:06 PM
To: Doran, Marleen
Cc: Clement, William J.
Subject: FW: JEA Piggyback Contract Insurance - First Coast Security

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Marleen,

Here is the e-mail from Risk for the Security Guard Services piggyback bid package I sent a while ago.

Deidra Baines
Procurement Manager
Budget Division
Jacksonville Sheriff's Office
Police Memorial Building
Phone - (904) 630-5970
E-Mail – Deidra.Baines@jaxsheriff.org

Please note that under Florida's very broad public records law, e-mail communications to and from city officials are subject to public disclosure.

From: Willis, Ann [mailto:AnnW@coj.net] **On Behalf Of** RiskReview
Sent: Wednesday, August 01, 2018 4:00 PM
To: Baines, Deidra B.
Cc: Clement, William J.; McCain, James; RiskReview
Subject: FW: JEA Piggyback Contract Insurance - First Coast Security

******EXTERNAL EMAIL SOURCE******

This email was sent from a non-JSO account. Do not open any links or any attachments unless you trust the sender and know the content is safe.

The attached exhibits and Approved certificate of insurance will need to be attached to and become a part of our contract.

Risk Management has concluded our review unless further assistance is required.

Ann Willis, AINS, CRIS
Property and Casualty Compliance Administrator
Risk Management Division
Department of Finance
City of Jacksonville
117 W Duval Street, Suite 335
Jacksonville, Fl 32202
(904) 630-7891 (o)
(904)630-2100 (f)
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From: Willis, Ann **On Behalf Of** RiskReview
Sent: Thursday, July 05, 2018 9:35 AM
To: Baines, Deidra B.; RiskReview
Cc: Clement, William J.; McCain, James; Davis, Julia
Subject: RE: JEA Piggyback Contract Insurance

Please find attached Risk Management's Indemnification and Insurance exhibits for the above piggyback.
Also attached is the stamped Risk Management approved pdf.

The attached exhibits will need to be attached to and become a part of our contract along with a Risk Management approved certificate of insurance.

The attached certificate will need to be revised and returned as soon as possible for Risk Management to approve.

Risk Management has concluded our review unless further assistance is required.

Ann Willis, AINS, CRIS
Property and Casualty Compliance Administrator
Risk Management Division
Department of Finance
City of Jacksonville

117 W Duval Street, Suite 335
Jacksonville, Fl 32202
(904) 630-7891 (o)
(904)630-2100 (f)
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From: Baines, Deidra B. [mailto:Deidra.Baines@jaxsheriff.org]
Sent: Thursday, July 05, 2018 8:11 AM
To: RiskReview
Cc: Clement, William J.
Subject: RE: JEA Piggyback Contract Insurance
Importance: High

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Risk, (Ann)

City procurement will not move forward with this request until I get information from you. I originally talked to Ann about this on May 25, 2018, and I submitted a formal request on June 19, 2018. We will not have anything in place for Security Guard Services beginning October 1, 2018, if I am unable to get this processed. The City of Jacksonville also piggybacked the JEA contract last year so I don't see why this would take so long to get approved. Is there anything else you need from us to get this moving?

Thanks,

Deidra Baines
Procurement Manager
Budget Division
Jacksonville Sheriff's Office
Police Memorial Building
Phone - (904) 630-5970
E-Mail – Deidra.Baines@jaxsheriff.org

Please note that under Florida's very broad public records law, e-mail communications to and from city officials are subject to public disclosure.

From: Baines, Deidra B.
Sent: Tuesday, June 19, 2018 8:09 AM
To: 'RiskReview'
Cc: Clement, William J.
Subject: FW: JEA Piggyback Contract Insurance
Importance: High

Risk,

Attached is the Risk review request, the letter and insurance forms from First Coast Security for the piggyback with COJ and the award and contract for your review. We need to move ahead with this request as we are running out of time. I talked to Ann and send the e-mail over on May 25, 2018, for review.

I appreciate any help you can be with getting this reviewed and back to me as procurement will not move forward without Risk review.

Thanks,

Deidra Baines
Procurement Manager
Budget Division
Jacksonville Sheriff's Office
Police Memorial Building
Phone - (904) 630-5970
E-Mail – Deidra.Baines@jaxsheriff.org

Please note that under Florida's very broad public records law, e-mail communications to and from city officials are subject to public disclosure.

From: Baines, Deidra B.
Sent: Tuesday, June 12, 2018 4:53 PM
To: Willis, Ann
Subject: FW: JEA Piggyback Contract Insurance
Importance: High

Ann,

Any response on this question?

Thanks,

Deidra Baines
Procurement Manager
Budget Division
Jacksonville Sheriff's Office
Police Memorial Building
Phone - (904) 630-5970
E-Mail – Deidra.Baines@jaxsheriff.org

Please note that under Florida's very broad public records law, e-mail communications to and from city officials are subject to public disclosure.

From: Baines, Deidra B.
Sent: Friday, May 25, 2018 2:49 PM
To: Willis, Ann
Subject: JEA Piggyback Contract Insurance

Ann,

Here is a copy of the insurance that was included in the package for the City of Jacksonville to use the JEA contract with First Coast Security.

Thanks,

Deidra Baines
Procurement Manager
Budget Division
Jacksonville Sheriff's Office
Police Memorial Building
Phone - (904) 630-5970
E-Mail – Deidra.Baines@jaxsheriff.org

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