5

SUBJECT: PIGGYBACK ITN 98598 JEA BID FOR MOLD REMEDIATION, WATER EXTRACTION AND SERVICES

BID #: PSC-0117-20 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF EXECUTED CONTRACT THROUGH MARCH 2, 2023 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend and increase award (City Contract #70446-20) with Renovo Services, Inc., dba Servpro of Arlington/Jacksonville East & Jacksonville South, for as needed Mold Remediation, Water Extraction and Services in the amount of $300,000.00. Total revised award amount not-to-exceed $550,000.00.

This award will be funded by various account (s) and executed by formal contract amendment through Office of General Counsel and processed via individual Purchase Order(s).

Attachments: Recommendation Memo, Previous Award

BUYER: _____ **RESPECTFULLY SUBMITTED** _____
OLIVE WALLACE-COHEN 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 _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 255-4343
www.coj.net

ONE CITY. ONE JACKSONVILLE

May 26, 2022

MEMORANDUM

TO: Gregory W. Pease, Chief Procurement Division

THRU: John P. Pappas, P.E., Director

FROM: Roy Birbal, Chief

SUBJECT: Recommendation to Amend and Increase Award PSC-0117-20
Renovo Services, Inc. dba Servpro of Arlington/Jacksonville East & Jacksonville South for
Mold Remediation, Water Extraction and Services

The Public Buildings Division recommends approval to amend and increase the above referenced award to Renovo Services, Inc. dba Servpro of Arlington/ Jacksonville East & Jacksonville South by increasing the maximum indebtedness by $300,000.00. The revised not-to-exceed limit will be $550,000.00.

Funding will be encumbered by purchase orders against the purchase order agreement, dependent on funding the appropriate account and fiscal year.

A formal contract amendment to City Contract #70446-20 will be executed through the Office of General Counsel.

Your assistance in concurring with this recommendation would be appreciated. If you have questions or need additional information regarding this request, please contact David Smith 255-4342.

Attachments: Previous Award

cc: Steve Schlessinger, Public Works Contracts & Finance Manager
Marilyn Laidler, Manager of Purchasing Services – Assistant Manager
David Smith, Contract Administration Coordinator

OC

SUBJECT: PIGGYBACK ITN 98598 JEA BID FOR MOLD REMEDIATION, WATER EXTRACTION AND SERVICES

BID #: PSC-0117-20

OPEN DATE:

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF EXECUTED CONTRACT THROUGH MARCH 2, 2023 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback ITN 98595 JEA bid, for Mold Remediation, Water Extraction and Services with Renovo Services, Inc. dba Servpro of Arlington/Jacksonville East & Jacksonville South, for as needed Mold Remediation, Water Extraction and Services. Period of Service will be from date of executed contract through March 2, 2023, with two (2) one (1) year renewal options. Total award amount not-to-exceed $250,000.00.

This award will be funded by various account (s) and executed by formal contract through Office of General Counsel and processed via individual Purchase Order(s).

Attachments: Recommendation Memo, JEA Solicitation ITN 98598, Specifications, Bid Response Form, Addendum 1,2 &3, Bid Response Workbook, Bid Tabulation, Contract Purchase Agreement, Suppliers Agreement Letter

BUYER: Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED Greg Pease
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 0 DATE: 9/17/2020

Teresa R. Eichner _____ OTHER: _____

Lillie B. Reed _____

Dick Wright _____

ACTION OF AWARDING AUTHORITY DATE 9/20/20

APPROVED ✓ BH DISAPPROVED _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No: 2019-02

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Laidler, Marilyn

From:	Verdejo Magras, Wanda
Sent:	Friday, September 11, 2020 4:26 PM
To:	Smith, David
Cc:	Laidler, Marilyn
Subject:	this Conclusion supersede the previous email : Renovo Services, Inc. d/b/a Servpro of Arlington/ Jacksonville East/ Jacksonville South & JEA (ITN 98598) for Mold Remediation, Water Extraction and Services

Greetings,

Thank you for allowing Risk Management an opportunity to review your request.

After the clarification that David provided on the JEA's piggyback , Risk Management submit the following **update** on Renovo Ser. Inc. dba Servpro of Arlington/Jax S & E

Summary:

The reason for the previous email with a detailed breakdown was due to JEA outdated languish and coverages. Moving forward, since the Piggyback does not leave us with much room to request changes, Risk Management will accept the piggyback Indemnification languish and insurance requirements with the following request.

- Renovo Service certificate of insurance will need to add to Additional Insured, Primary Non-Contributory and Waiver of Subrogation in favor of the City of Jacksonville, its members, officials, officers, employees and agents to the coverages
- On the Indemnification, replace JEA with The City of Jacksonville.

This will conclude Risk Management review.

Any further questions please feel free to contact me.

Note: All emails need to be sent to Wverdejo@coj.net & RiskReview@coj.net

Cordially,

Wanda Verdejo
Property and Casualty Compliance Administrator
for Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : 904-255-5314
Cell : 904-234-1578

Email : wverdejo@coj.net & riskreview@coj.net

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From: Smith, David
Sent: Friday, September 11, 2020 3:14 PM
To: Verdejo Magras, Wanda
Cc: Laidler, Marilyn
Subject: RE: RM REVIEWED & REVISED : Public Buildings Piggybacking of Renovo Services, Inc. d/b/a Servpro of Arlington/ Jacksonville East/ Jacksonville South & JEA (ITN 98598) for Mold Remediation, Water Extraction and Services

Thank you Wanda. We are needing your approval to piggyback at this time and if approved I will be submitting the insurance documents for your approval next week.

David

From: Verdejo Magras, Wanda
Sent: Friday, September 11, 2020 3:08 PM
To: Smith, David
Cc: Laidler, Marilyn; Leslie-Burney, Annette
Subject: RE: RM REVIEWED & REVISED : Public Buildings Piggybacking of Renovo Services, Inc. d/b/a Servpro of Arlington/ Jacksonville East/ Jacksonville South & JEA (ITN 98598) for Mold Remediation, Water Extraction and Services

Greetings,

After great phone call clarification on the JEA's piggybacking from David, I will be resubmitted a follow-up email with an updated conclusion. Please give me 30 min. while I review one more detail.

Please label all emails correspondence :Subject-**Renovo Ser. Inc. dba Servpro of Arlington/Jax S & E**

Any further questions please feel free to contact me.

Cordially,

Wanda Verdejo
Property and Casualty Compliance Administrator
for Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : 904-255-5314
Cell : 904-234-1578

Email : wverdejo@coj.net & riskreview@coj.net

Jacksonville
Where Florida Begins.

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From: Smith, David
Sent: Friday, September 11, 2020 2:40 PM
To: Verdejo Magras, Wanda
Cc: Laidler, Marilyn; Leslie-Burney, Annette
Subject: FW: RM REVIEWED & REVISED : Public Buildings Piggybacking of Renovo Services, Inc. d/b/a Servpro of Arlington/ Jacksonville East/ Jacksonville South & JEA (ITN 98598) for Mold Remediation, Water Extraction and Services

Wanda,

We are trying to understand what you are requesting here and how to move forward. Please help

David Smith
Contract Administration Coordinator
City of Jacksonville
Public Buildings Division
555 West 44th Street
Jacksonville, FL 32208
904-255-4342 (Office)
Belmonts@coj.net
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: Laidler, Marilyn
Sent: Friday, September 11, 2020 2:36 PM
To: Smith, David; Leslie-Burney, Annette
Subject: RE: RM REVIEWED & REVISED : Public Buildings Piggybacking of Renovo Services, Inc. d/b/a Servpro of Arlington/ Jacksonville East/ Jacksonville South & JEA (ITN 98598) for Mold Remediation, Water Extraction and Services

David
I have the package I'm just confused about the email from Risk Management and all the attachments you just sent over I'm just include their email and you will need to make sure you have the correct attachments when it's sent for contracts.

Thanks

Marilyn Laidler, Procurement Analyst
Finance and Administration Department
Procurement Division
214 N. Hogan Street, Suite 800
Phone: 904-255-8804
Fax: 904-255-8837
Rightfax: 904-630-8288

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

From: Smith, David <BelmontS@coj.net>
Sent: Friday, September 11, 2020 2:32 PM
To: Laidler, Marilyn <MLaidler@coj.net>; Leslie-Burney, Annette <ABurney@coj.net>

Subject: RE: RM REVIEWED & REVISED : Public Buildings Piggybacking of Renovo Services, Inc. d/b/a Servpro of Arlington/ Jacksonville East/ Jacksonville South & JEA (ITN 98598) for Mold Remediation, Water Extraction and Services

Ann Brackin sent the documents for GGAC and Leslie sent a request for a copy of the email from risk approving the piggyback while you were out. I usually request the COI after GGAC while waiting for the OGC contract process. I'm not sure what has changed but I am trying to comply with the changing process.

David

From: Laidler, Marilyn
Sent: Friday, September 11, 2020 2:24 PM
To: Smith, David; Leslie-Burney, Annette
Subject: RE: RM REVIEWED & REVISED : Public Buildings Piggybacking of Renovo Services, Inc. d/b/a Servpro of Arlington/ Jacksonville East/ Jacksonville South & JEA (ITN 98598) for Mold Remediation, Water Extraction and Services

David
Please send me only the document that needs to go with the piggyback request they all look the same in this email, as I don't see approved stamp on anything just the email below on what changed so to help me out and to make sure the correct information is submitted only send me what needs to go the package.
Thanks

Marilyn Laidler, Procurement Analyst
Finance and Administration Department
Procurement Division
214 N. Hogan Street, Suite 800
Phone: 904-255-8804
Fax: 904-255-8837
Rightfax: 904-630-8288

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From: Smith, David <BelmontS@coj.net>
Sent: Friday, September 11, 2020 2:20 PM
To: Laidler, Marilyn <MLaidler@coj.net>; Leslie-Burney, Annette <ABurney@coj.net>
Subject: FW: RM REVIEWED & REVISED : Public Buildings Piggybacking of Renovo Services, Inc. d/b/a Servpro of Arlington/ Jacksonville East/ Jacksonville South & JEA (ITN 98598) for Mold Remediation, Water Extraction and Services

Attached is the approved risk review.

David Smith
Contract Administration Coordinator

City of Jacksonville
Public Buildings Division
555 West 44th Street
Jacksonville, FL 32208
904-255-4342 (Office)
Belmonts@coj.net
Please note that under Florida's very broad public records law, e-mail communications to and from city officia s are subject to public disclosure.

From: Verdejo Magras, Wanda
Sent: Friday, September 11, 2020 2:00 PM
To: Smith, David
Subject: RM REVIEWED & REVISED : Public Buildings Piggybacking of Renovo Services, Inc. d/b/a Servpro of Arlington/ Jacksonville East/ Jacksonville South & JEA (ITN 98598) for Mold Remediation, Water Extraction and Services

Greetings,

Thank you for allowing Risk Management an opportunity to review your request.

After consulting the details of the agreement, Risk Management submits the following recommendation.

Risk Management reviewed and submitted the following changes to the Renovo Ser. Inc. dba Servpro of Arlington/Jax S & E

Summary:

- Attached are:
  - An extracted copy of the insurance and indemnification provisions in JEA's bid solicitation.
  - Risk approved language for the City to use for indemnification
  - Risk approved language for the City to use for insurance requirements

- **Also note the following changes:**
  - increased the CGL and Auto limits to $5,000,000
  - increased the Pollution Lia. to $2,000,000 / $2,000,000

This will conclude Risk Management review.

Any further questions please feel free to contact me.

Note: All emails need to be sent to Wverdejo@coj.net & RiskReview@coj.net

Cordially,

Wanda Verdejo
Property and Casualty Compliance Administrator
for Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : 904-255-5314
Cell : 904-234-1578

Email : wverdejo@coj.net & riskreview@coj.net

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From: Smith, David
Sent: Friday, September 04, 2020 2:37 PM
To: RiskReview
Cc: Verdejo Magras, Wanda
Subject: COJ Public Buildings Piggybacking of Renovo Services, Inc. d/b/a Servpro of Arlington/ Jacksonville East/ Jacksonville South & JEA (ITN 98598) for Mold Remediation, Water Extraction and Services

Risk Review,

Please access and advise if the attached competitively bid agreement between JEA and Renovo Services, Inc. dba Servpro of Arlington/South and East (ITN 98598) for Mold Remediation, Water Extraction and Services are acceptable for piggybacking by COJ.

1. JEA Solicitation ITN 98598
2. Specifications
3. Bid Response Form
4. Addendums 1,2 & 3
5. Bid Response Workbook
6. Bid Tabulation

7. Contract Purchase Agreement
8. Suppliers Agreement Letter
9. Memorandum (Signed)
10. Risk Request

David Smith
Contract Administration Coordinator
City of Jacksonville
Public Buildings Division
555 West 44th Street
Jacksonville, FL 32208
904-255-4342 (Office)
Belmonts@coj.net
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Solicitation

1. INTENT TO NEGOTIATE

1.1. INVITATION

1.1.1. SCOPE OF WORK (ITN)

This contract is executed between JEA and the General Contractor to perform emergency removal and disposal of all microbial contaminated materials including, but not limited to: removal, cleaning, sanitizing, demolition, or other treatment, including preventive activities, of any microbial contaminated matter of greater than 10 square feet that was not purposely grown at that location. The remediation objectives will be to remove building materials that have signs or suspicions of microbial contamination to provide a safe working and occupancy environment. Appendix B – Response Workbook represents estimated annual quantity and is to be used as a guideline and not a guarantee of work. The work will be scheduled on an as-needed basis. JEA may take action to perform all or portions of the work in house and, thereby, reduce Contractor workload and cost. The following specifications are not intended to supersede Federal, State, or local regulations to which the Contractor must comply; nor are they intended to supersede or contradict content in the contract documents between JEA and the Contractor.

1.1.2. BACKGROUND

JEA is Florida's largest municipally owned utility and the seventh largest municipal in the United States. There are more than 1500 vehicles of varied sizes and capacities, ranging from light duty pick-up trucks, medium duty, heavy duty and other various DOT (Department of Transportation) regulated vehicles such as bucket trucks, tanker trucks and vacuum/water blast (combo rigs).

1.1.3. INVITATION TO NEGOTIATE

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

JEA ITN Title: **MOLD REMEDIATION SERVICES**

JEA ITN Number: **98598**

A complete copy of this ITN and any applicable documents can be downloaded from jea.com.

Response Due Time: **12:00 P.M. EST**
Response Due Date: **FEBRUARY 10, 2020**

All Responses must reference the JEA ITN Title and Number noted above. All Responses must be made on the appropriate forms as specified within this ITN and emailed to Sherea Harper at HARPSB@JEA.COM.

Responses are due by the time and on the date listed above.

ALL LATE RESPONSES FOR WHATEVER REASON MAY BE RETURNED UNOPENED.

1.1.4. QUESTIONS (ITN)

All Questions must be submitted in writing to the **JEA Buyer** listed below at least three (3) **business** days prior to the opening date. Questions received within three (3) **business** days prior to the opening date will not be answered.

For Procurement Related Questions:

Buyer: SHEREA HARPER
E-mail: HARPSB@JEA.COM

For Technical Questions:

Contact: RICHARD COPELAND
E-mail: COPERL@JEA.COM

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

There will be a mandatory Pre-Response meeting associated with this Solicitation. All interested Companies are strongly encouraged to attend or call into the Pre-Response meeting. Companies will be required to sign in at the beginning of the meeting. A Company shall only sign in representing one company, unless otherwise specified by JEA. A roll call will begin for the teleconference attendees at the beginning of the meeting.

PLEASE BE AWARE DUE TO JEA SECURITY AND/OR SIGN IN PROCEDURES IT MAY TAKE UP TO FIFTEEN (15) MINUTES TO OBTAIN ACCESS TO A JEA FACILITY. PLEASE PLAN ACCORDINGLY SO AS TO ARRIVE TO THE MEETING ON TIME.

PRE-RESPONSE MEETING TIME: 10:00 AM EST
PRE-RESPONSE MEETING DATE: JANUARY 17, 2020
DIAL IN: 1-866-907-1051
PASSCODE: 896712

PRE-RESPONSE MEETING LOCATION: JEA CUSTOMER CENTER, BID OFFICE, 1ST FLOOR, ROOM 002, 21 WEST CHURCH STREET, JACKSONVILLE, FL 32202

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS

Respondent shall meet the following Minimum Qualifications to be considered eligible to submit a Response to this ITN. A Respondent not meeting all of the following criteria may have their Response rejected.

- The Respondent's office that handles this contract must have a physical address in Duval County, Florida. Please provide the office address on Appendix B – Minimum Qualification form.

- The Respondent's company shall have successfully completed work for two (2) similar client references totaling at least $75,000 for each reference during the last three (3) years ending on December 1, 2019.

    - Similar work is defined as mold remediation services including, but not limited to: removal, cleaning, sanitizing, demolition, or other treatment, including preventive activities, of mold or mold-contaminated matter of greater than 10 square feet that was not purposely grown at that location.

    - The account references must include the reference company name, contact person, phone number, email address and a summary of the scope of work provided. JEA will contact and verify the account references.

A Minimum Qualification Form, which is required to be submitted with the Response Form, is provided in Appendix B of this ITN.

Please note, any Respondent whose contract with JEA was terminated for default within the last two (2) years shall have their Response rejected.

1.2.2. REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE

To submit a Response in response to this ITN, all of the following forms must be completed and submitted as part of the Response. The Respondent must obtain the required forms, other than the Response Form and Minimum Qualification Form, 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 form can be found in Appendix B of this ITN
- Response Workbook – This form can be found in Appendix B of this ITN

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

B. JEA also requests the following documents to be submitted prior to start of the Work. 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.

- 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

1.3. EVALUATION METHODOLOGY

1.3.1. BASIS OF AWARD – LOWEST COST TO JEA

JEA will Award a Contract to the responsive and responsible Respondent whose Response meets or exceeds the Minimum Qualifications set forth in this Solicitation, and whose total price stated on the Response Form is the lowest cost to JEA.
JEA will use the Respondent's total price stated on the Response Form when making price comparisons for Award purposes.
Please note, a Respondent's total price shall not be increased during the ITN process.

1.3.2. EVALUATION AND NEGOTIATION PROCESS

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 Chief Procurement Officer (the "CPO"), or his designee, to review and evaluate each Response submitted. The CPO's office will distribute a copy of each Response to each member of the Selection Committee, and the members of the Selection Committee will separately and independently evaluate and rank the Responses using the "Selection Criteria" as stated below in this ITN. JEA will use this ranking to develop the Short-list of companies in which to proceed with contract negotiations.

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

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

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

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.

1.4. SELECTION CRITERIA

1.4.1. SELECTION CRITERIA (ITN)

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

Responses will be scored and ranked by a committee of one (1) to five (5) evaluators consisting of JEA's staff. Each evaluator will individually score the Responses using the evaluation matrix attached to this ITN. Using these scores, each evaluator will rank the Responses using "1" for the Respondent receiving the highest number of points from the matrix. Responses with an equal number of points will receive the same numerical ranking. JEA will total the numerical rankings for each Response and consider the Respondent with the lowest total to be the most highly qualified Response. Any tie will be broken using the total of the matrix scores of all evaluators.

1.4.2. QUOTATION OF RATES

Maximum score for criterion is: 100 Points

Respondent shall provide a one (1) year total cost and a three (3) year amount transferred from Appendix B Response Workbook. The total provided shall be in accordance with the Technical Specifications located in Appendix A. The lump sum price submitted by the Respondent shall include one (1) year total cost for Sections I, II, III, V and VI located in Appendix B Response Workbook.

Please note, the total cost quoted by the Respondent must be firm prices, and not an estimate. ANY MODIFICATIONS, EXCEPTIONS, OR OBJECTIONS CONTAINED WITHIN THE RESPONSE FORM MAY SUBJECT THE RESPONSE TO DISQUALIFICATION.

One (1) Year Total Cost (Sections I, II, III, V and VI) $_____

Total – Three (3) Year Cost (Transferred from Appendix B Response Workbook) $_____

1.5. TIE

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

1.6. GENERAL INSTRUCTIONS

1.6.1. SUBMITTING THE RESPONSE

The Respondent shall submit their Response via email to Sherea Harper at HARPSB@JEA.COM. **IF RESPONDENT IS INTERESTED IN RECEIVING A RESPONSE FORM IN A WORD FORMAT, PLEASE EMAIL HARPSB@JEA.COM WITH THE REQUEST. REQUESTS MUST BE MADE NO LATER THAN THREE (3) BUSINESS DAYS BEFORE RESPONSE OPENING.**

1.6.2. 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.

1.6.3. START OF WORK

Upon Award JEA will present the successful Respondent with the Purchase Order which shall serve as the Contract. If the Respondent fails to act on a JEA-issued Purchase Order (PO), JEA may cancel the Award with no further liability to the Company, retain the bid security or bond (if applicable), and Award to the next-ranked company.

1.6.4. ADDENDA

JEA may issue Addenda prior to the Response Due date to revise, in whole or in part, or clarify the intent or requirements of the 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 indicating where requested on the Response Form. JEA will post Addenda online at jea.com. Respondent will receive an email from the JEA Buyer with any Addenda or a Respondent may obtain Addenda from the JEA website.

All Addenda will become part of the ITN and any resulting Contract Documents. It is the responsibility of each Company to ensure it has received and incorporated all Addenda into its Response. **Failure to acknowledge receipt of Addenda may be grounds for rejection of a Response.**

1.6.5. 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.

1.6.6. AVAILABILITY OF RESPONSES AFTER BID OPENING

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

1.6.7. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY-ITN

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 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, is based on the Respondent's 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, 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.

1.6.8. 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.

1.6.9. CONFLICT OF INTEREST

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

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

1.6.10. 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 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 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.

1.6.11. 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 and subsequent Contracts or Purchase Orders issued pursuant to this ITN are public record and available for public inspection unless specifically exempt by law.**

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

JEA
Attn: Public Records
21 West Church Street
Jacksonville, Florida 32202
Ph: 904-665-8606
publicrecords@jea.com

Redacted Submissions

If a Respondent believes 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 disclosure under Florida's 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.

2. CONTRACT TERMS AND CONDITIONS

2.1. DEFINITIONS

2.1.1. DEFINITIONS

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

2.1.2. ACCEPTANCE

JEA's written notice by the Contract Administrator to the Company that all Work as specified in the Contract, or a portion of the Work as specified in a Task or Work Order, has been completed to JEA'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 JEA's rights under the Contract or applicable laws, rules and regulations.

2.1.3. 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.

2.1.4. ANNIVERSARY DATE

The date which is twelve (12) months after the effective date of the Contract, and each date which is twelve (12) months after an Anniversary Date that occurs while the Contract is in effect.

2.1.5. AWARD

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

2.1.6. COMPANY

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

2.1.7. CONTRACT

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

2.1.8. CONTRACT ADMINISTRATOR

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

2.1.9. CONTRACT PRICE

The total amount payable to the Company during the initial Term of the Contract. However, this amount is not a guaranteed amount. Also referred to as the "Maximum Indebtedness" of JEA.

2.1.10. CONTRACT TIME

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

2.1.11. DEFECT

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

2.1.12. 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.

2.1.13. INVITATION TO NEGOTIATE

The document (which may be electronic) issued by the JEA Procurement Department to solicit Responses from Companies that include, but not limited to, the Minimum Qualifications Form, samples of contract documents and addenda. Also referred to as "Solicitation".

2.1.14. INVOICE

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

2.1.15. JEA REPRESENTATIVES

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

2.1.16. PURCHASE ORDER (PO)

A commercial document issued by JEA, authorizing Work, indicating types, quantities, and agreed prices for products or services the Company will provide to JEA. Sending a PO to a Company constitutes a legal offer to buy products or services. The words "Purchase Order" are clearly marked across the top, a PO number is used for reference and invoicing purposes, includes an authorized JEA signature, and states the dollar amount of the lawfully appropriated funds.

2.1.17. RESPONSE

The document describing the Company's offer submitted in response to this ITN.

2.1.18. RESPONDENT

The respondent to this Solicitation.

2.1.19. SOLICITATION

The documents (which may be electronic) issued by JEA's Procurement Department to solicit Responses from Respondents that includes, but is not limited to, the Bid Documents, Bid Workbook, samples of documents, contractual terms and conditions, the Technical Specifications, and associated Addenda.

2.1.20. TASK ORDER

A document that describes the Work or describes a series of tasks that the Company will perform in accordance with the Contract Documents. A Task Order may be issued as an attachment to a Purchase Order, but the Task Order is neither a Purchase Order, nor a Notice to Proceed.

2.1.21. TERM

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

2.1.22. UNIT PRICES

The Company's charges to JEA for the performance of each respective unit of Work as defined in the Contract Documents.

2.1.23. WORK OR SCOPE OF SERVICES

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

2.2. CONTRACT DOCUMENTS

2.2.1. ORDER OF PRECEDENCE

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

- Change Order to Purchase Order
- Executed Purchase Order
- Addenda to JEA ITN
- Exhibits and Attachments to this ITN
- Technical Specifications associated with this ITN
- Response Documents
- References

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

2.3. PRICE AND PAYMENTS

2.3.1. PAYMENT METHOD

The Company shall submit to JEA an Invoice for the monthly fee in accordance with Company's Quotation of Rates.

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

2.3.2. DISCOUNT PRICING

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

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

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

2.3.3. INVOICING AND PAYMENT TERMS

The Company shall submit all Invoices in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following email address: ACCTPAYCUSTSRV@JEA.COM, or if the Company does not have email capability, it can mail hard copies to: JEA Accounts Payable, P.O. Box 4910, Jacksonville, FL 32201-4910.

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

JEA may reject any Invoice or Application for Payment within twenty (20) calendar days after receipt. JEA will return the Invoice or Application for Payment to the Respondent stating the reasons for rejection.

Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Respondent the revised amount within ten (10) days.

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

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

2.3.4. 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

2.3.5. OFFSETS

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

2.3.6. TAXES

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

2.4. WARRANTIES AND REPRESENTATIONS

2.4.1. 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 Work.

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 service levels, functional and performance requirements defined in the Contract.

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

2.5. INSURANCE & INDEMNIFICATION REQUIREMENTS

2.5.1. INSURANCE REQUIREMENTS

Before starting the Work, 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.

Contractors Pollution Liability (CPL)

Third-party coverage for bodily injury, property damage, defense, cleanup, and related defense costs as a result of pollution conditions (sudden/accidental or gradual) arising from contracting operations performed by or on behalf of the Company. Insurance Limits: $1,000,000 each occurrence and $2,000,000 annual aggregate.

Excess or Umbrella Liability

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

Company's Commercial General Liability and Excess or Umbrella Liability policies shall remain in force throughout the duration of the project and until the Work is completed to JEA's satisfaction.
The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

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

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

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

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

2.5.2. INDEMNIFICATION (JEA STANDARD)

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

2.5.3. RISKS AND PROPERTY

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

2.6. TERM AND TERMINATION

2.6.1. TERM OF CONTRACT – DEFINED DATES

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 three (3) years with an option to renew for two (2), one (1) year terms if it is in JEA's best interest, or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole option to renew the Contract.

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

2.6.2. TERMINATION FOR CONVENIENCE

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

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or has become obligated prior to receiving JEA's notice of termination.
Upon receipt of such notice of termination, the Company shall stop the performance of the Services hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Services that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

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

2.6.3. TERMINATION FOR DEFAULT

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

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

If within fifteen (15) days after service of such notice upon the Company an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work, then JEA may declare Company to be in default of the Contract.

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

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

may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

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

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

2.6.4. SUSPENSION OF SERVICES

JEA may suspend the performance of the Services by providing Company with a five (5) day written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of a suspension of Services, the Company shall resume the full performance of the Services when directed in writing to do so by JEA.

Suspension of the Services due to the Company's negligence or failure to perform, may affect the Company's compensation as stated in the Contract and/or result in the termination of the Contract.

2.7. DATA PROTECTIONS

2.7.1. DATA OWNERSHIP, PROTECTION AND LOCATION

JEA shall own all right, title and interest in all data of JEA and JEA's customers that is related to the services provided by the Company under the Contract. The Company shall only access JEA's data and JEA's customer's accounts and data (1) in the course of providing the services contemplated by the Contract, (2) in response to service or technical issues, (3) as required by the express terms of the Contract or (4) at JEA's written request.

Protection of personal privacy and data shall be an integral part of the services to be provided by the Company under the Contract to ensure that there is no inappropriate or unauthorized use of data of JEA or JEA's customers at any time. The Company shall safeguard the confidentiality, integrity and availability of all data of JEA and its customers and comply with the following conditions:

a. The Company shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non- Public Data. For purposes of the Contract. "Personal Data" shall mean data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information: government-issued identification numbers (e.g., Social Security, Driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information relating to a person. Non-Public Data means data, other than Personal Data, that is not subject to distribution to the public as public information and is deemed to be sensitive and confidential because it is exempt by statute, ordinance or administrative rule from access by the general public as public information.

b. All data obtained by the Company under the Contract shall become and remain the property of JEA.

c. All Personal Data and Non-Public Data shall be encrypted at rest and in transit with controlled access.
Unless otherwise agreed in writing between JEA and Company, Company shall be responsible for encryption of the Personal Data and Non-Public Data.

d. At no time shall any Personal Data or Non-Public Data of JEA or its customers be copied, disclosed or retained by the Company or any party related to the Company for subsequent use in any transaction that is not a part of the services to be provided under the Contract

e. The Company shall not use any Personal Data, Non-Public Data or any other information collected in connection with the Contract or this Solicitation for any purpose other than providing the services to be provided under the Contract.

The Company will prevent employees of the Company other than employees with a need to know from gaining access to JEA's data and information. The Company will direct and take all reasonable steps to insure that any Company employee who encounters any such information during the course of performing the Company's responsibilities under the Contract Documents shall maintain the confidentiality of such information, which shall not be passed onto other Company employees or any other person. The Company shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of JEA data to that which is absolutely necessary to perform job duties.

The Company shall provide its services to JEA and JEA's customers solely from data centers in the United States. Storage of JEA data at rest shall be located solely in data centers in the United States. The Company shall not allow its personnel or its subcontractors to store JEA and JEA's customer data on portable devices, including personal computers, except for devices that are used and kept only at its data centers in the United States. The Company shall permit its personnel and subcontractors to access JEA's and JEA's customer data remotely only as required to provide technical support.

The Company shall deploy reasonable steps and safeguards as part of a network security program in accordance with accepted industry practices including but not limited to Purchasing Card Industry - Data Security Standards (PCI-DSS), to prevent unlawful hacking to gain surreptitious access into JEA's and JEA's customer data. The Company shall promptly notify JEA of any breaches or issues regarding the security of Systems that maintain JEA data or JEA's data, provided. however, that any such notification by the Company shall not affect Company's obligations to secure JEA's data as provided under the Contract Documents.

The Company shall notify JEA within six (6) hours if it learns that data of JEA or JEA's customers has been, or may have been, the subject of a Security Incident of any kind which may compromise data of JEA or its customers. In any such event, the Company shall (1) investigate the incident and provide a report to JEA within twenty-four (24) hours; (2) conduct a forensic investigation to determine a cause

and what data/systems are implicated; (3) provide daily updates of its investigation to JEA and permit JEA reasonable access to the investigation; (4) communicate and cooperate with JEA concerning communications with outside parties such as law enforcement and media; (5) cooperate with JEA in determining whether and how notices, if any, will be provided to JEA's customers, and the content of any such notices, and (6) take commercially reasonable measures to address the possible Security Incident in a timely manner in accordance with all applicable laws and regulations. The term "Security Incident" means the potentially unauthorized access by non-authorized persons to Personal Data or Non-Public Data that the Company believes could reasonably result in the use, disclosure or theft of unencrypted Personal Data or Non-Public Data of JEA or its customers within the possession or control of the Company.

If a Data Breach with respect to Personal Data has occurred, the Company shall promptly implement necessary remedial measures and document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary. If a Data Breach is a result of the Company's breach of its contract obligation to encrypt Personal Data or otherwise prevent the release of Personal Data or the Company's failure to comply with any of the security requirements contained in the Contract, the Company shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state or federal law; (4) a website or toll-free number and call center for affected individuals required by state law and (5) Completing all corrective actions as reasonably determined by the Company based on the root cause. The term "Data Breach" means the unauthorized access by a non-authorized person or persons that results in the use, disclosure or theft of the unencrypted Personal Data of JEA or JEA's customers.

2.7.2. DATA OBLIGATIONS ON TERMINATION OR SUSPENSION OF SERVICE

In the event of a termination of the Contract, the Company shall implement an orderly return of JEA's data in a mutually agreeable format at a time agreed to by JEA and the Company and the subsequent secure disposal of all JEA data. During any period of service suspension, the Company shall not take any action to intentionally erase any data of JEA or its customers. In the event of termination of any services or the Contract in its entirety, the Company shall not take any action to intentionally erase any data of JEA or its customers except as mutually agreed upon in writing by the Company and JEA. The Company shall securely dispose of all requested data in all its forms.

2.8. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.8.1. INTELLECTUAL PROPERTY

The Company grants to JEA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party service provider) the Company's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required

for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of work.

If the Services contains, has embedded in, requires for the use of any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Services, the Company shall secure for JEA an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. The Company shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Services, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider.

Should JEA, or any third party obtaining such work product through JEA, use the Services or any part thereof for any purpose other than that which is specified herein, it shall be at JEA's sole risk.

The Company will, at its expense, defend all claims, actions or proceedings against JEA based on any allegation that the Services, or any part of the Services, constitutes an infringement of any patent or any other intellectual property right, and will pay to JEA all costs, damages, charges, and expenses occasioned to JEA by reason thereof. JEA will give the Company written notice of any such claim, action or proceeding and, at the request and expense of the Company, JEA will provide the Company with available information, assistance and authority for the defense.

If, in any action or proceeding, the Services, or any part thereof, is held to constitute an infringement, the Company will, within 30 days of notice, either secure for JEA the right to continue using the Services or will, at the Company's expense, replace the infringing items with noninfringing Services or make modifications as necessary so that the Services no longer infringes.

The Company will obtain and pay for all patent and other intellectual property royalties and license fees required

2.8.2. PUBLIC RECORDS LAWS

Access to Public Records

All Documents, data and other records received by JEA in connection with the Contract are public records and available for public inspection unless specifically exempt by law. The Company shall allow public access to all documents, data and other records made or received by the Company in connection with the Contract unless the records are exempt from Section 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. JEA may unilaterally terminate the Contract of the Company refuses to allow public access as required under the Contract.

Redacted copies of Confidential Information

If the Company believes that any portion of any documents, data or other records submitted to JEA are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws

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

Request for Redacted Information

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

Indemnification for Redacted Information

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

Public Records Clause for Service Contracts

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

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

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

JEA
Attn: Public Records
21 West Church Street
Jacksonville, Florida 32202
Ph: 904-665-8606
publicrecords@jea.com

2.8.3. PROPRIETARY INFORMATION

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

2.8.4. PUBLICITY AND ADVERTISING

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA.

2.8.5. PATENTS AND COPYRIGHTS

In consideration of ten dollars ($10.00), receipt and sufficiency is hereby acknowledged, Company shall hold harmless and indemnify JEA from and against liability or loss, including but not limited to any claims, judgments, court costs and attorneys' fees incurred in any claims, or any pretrial, trial or appellate proceedings on account of infringements of patents, copyrighted or uncopyrighted works, secret processes, trade secrets, patented or unpatented inventions, articles or appliances, or allegations thereof, pertaining to the Services, or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by Company.

Company will, at its own expense, procure for JEA the right to continue use of the Services, parts or combinations thereof, or processes used therein resulting from a suit or judgment on account of patent or copyright infringement.

If, in any such suit or proceeding, a temporary restraining order or preliminary injunction is granted, Company will make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of such restraining order or temporary injunction.

If, in any such suit or proceeding, any part of the Services is held to constitute an infringement and its use is permanently enjoined, Company will, at once, make every reasonable effort to secure for JEA a license,

authorizing the continued use of the Services. If Company fails to secure such license for JEA, Company will replace the Services with non-infringing Services, or modify the Services in a way satisfactory to JEA, so that the Services are non-infringing.

2.8.6. DATA OWNERSHIP, PROTECTION & LOCATION

JEA shall own all right, title and interest in all data of JEA and JEA's customer's that is related to the services provided by the Company under this Contract. The Company shall only access JEA's data and JEA's customer's accounts and data if (1.) in the course of providing the services contemplated by this Contract, (2.) in response to service or technical issues, (3.) as required by the express terms of this Contract, or (4.) at JEA's written response. Protection of personal privacy and data shall be an integral part of the services to be provided by the Company under the Contract to ensure that there is no inappropriate or unauthorized use of data of JEA or JEA's customers at any time. The Company shall safeguard the confidentiality, integrity, and availability of all data of JEA and its customers and comply with the following conditions :(a.) The Company shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against the unauthorized access, disclosure or theft of Personal Data or Non-Public Data. For the purposes of the Contract, "Personal Data" shall mean data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information: government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information including account umber, credit or debit card numbers; or protected health information relating to a person. Non-Public Data shall mean under this Contract, other than Personal Data, that is not subject to distribution to the public as public information and is deemed to be sensitive and confidential because it is exempt by statute, ordinance or administrative rule from access by the general public as public information;(b.) All data obtained by Company under the Contract shall become and remain the property of JEA ;(c.) All Personal Data and Non-Public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise agreed in writing by JEA and the Company, the Company shall be responsible for encryption of the Personal Data and non-Public Data ;(d.) At no time shall any Personal data or Non-Public Data of JEA or its customers be copied, disclosed or retained by the Company or any party related to the Company for subsequent use in any transaction that is not a part of the services to be provided under this Contract; (e.) The Company shall not use any Personal Data, Non-Public Data or any other information collected in connection with the Contract for any purpose other than providing the service pursuant to this Contract; The Company will prevent its employees, other than employees with a need to know, from gaining access to JEA's data and information. The Company will direct and take all reasonable steps to insure that any Company employee who encounters any such information during the course of performing the Company's responsibilities of this Contract shall maintain the confidentiality of such information, which shall not be passed onto other Company employees or any other person. The Company shall also enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of JEA data to that which is absolutely necessary to perform job duties. The Company shall provide its services to JEA and JEA's customers solely from data centers in the United States. Storage of JEA data at rest shall be located solely in data centers in the United States. The Company shall not allow its personnel or its subcontractors to store JEA and JEA customer data on portable devices, including personal computers, except for devices that are used and kept only at its data centers in the United States. The Company shall permit its personnel and subcontractors to access JEA and JEA customer's data remotely only as required to provide technical support. The Company shall deploy

reasonable steps and safeguards as part of a network security program in accordance with accepted industry practices, including but not limited to, Purchasing Card Industry-Data Security Standards (PCI-DSS), to prevent unlawful hacking to gain surreptitious access into JEA's and JEA's customer's data.

The Company shall promptly notify JEA of any breaches or issues regarding the security of systems that maintain JEA or JEA's customer data. However, any such notification by the Company shall not affect the Company's obligations to secure JEA's data as provided under this Contract. The Company shall notify JEA within six (6) hours if it learns that JEA or JEA's customers has been, or may have been, the subject of a Security Incident (which is defined below) of any kind which may compromise data of JEA or its customers. In any such event, the Company shall: (1.) investigate the incidents and provide a report to JEA with twenty-four (24) hours; (2) conduct a forensic investigation to determine a cause and what data/systems are implicated; (3.) provide daily updates of its investigation to JEA and permit JEA reasonable access to the investigation; (4.) communicate and cooperate with JEA concerning communication with outside parties such as law enforcement and media; and (5.) cooperate with JEA in determining whether and how notice, if any, will be provided to JEA's customers with all applicable laws and regulations.

The term "Security Incident" means the potentially unauthorized access by non-authorized persons to Personal date or Non-Public Data that the Company believes could reasonably result in the use, disclosure, or theft of unencrypted Personal Data or Non-Public Data of JEA or its customers within the possession or control of the Company. If a Data Breach (defined below) with respect to Personal Data or Non-Public data has occurred, the Company shall promptly implement necessary remedial measures and document responsive actions taken related to the Data Breach, including any post-incident review and actions taken to make changes in business practices in providing the services, if necessary.

If a Data Breach is a result of the Company's breach of its Contract obligation to encrypt Personal Data or Non-Public Data or otherwise prevent the release of Personal or Non-Public Data or the Company's failure to comply with any of the security requirements comply with this Contract, the Company shall bear the costs associated with (1.) the investigation and resolution of the Data Breach; (2.) notifications to individuals, regulators or other required by state law; (3.) a credit monitoring service required by state or federal law; (4) a website or toll-free number and call center for affected individuals required by state law; and (5.) completing all corrective actions as reasonably determined by the Company based on root cause.

The term "Data Breach" means the unauthorized access by a non-authorized person or persons that results in the use, disclosure or theft of the unencrypted Personal Data, Non-Public Data or JEA's customer information.

2.9. LABOR

2.9.1. NONDISCRIMINATION

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. The Company agrees that on written request, it will allow JEA reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of

investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one year from the effective date of this Contract.

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

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

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

2.9.2. LEGAL WORKFORCE

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

2.9.3. 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 proposals; and (iii) approving and/or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two years from cessation from JEA employment.

2.9.4. 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 Contract.

2.10. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.10.1. JEA ACCESS BADGES

If the scope of work described in this Contract requires a Company to access JEA facilities over a period of time, each Company employee shall apply for a JEA access badge through JEA's Security Department. Based upon the type of work being performed, JEA may require the Company to provide a criminal background check on the employee prior to the issuance of the JEA access badge. JEA Security will provide all applicable standards and requirements for the background check All costs associated with the criminal background check are the responsibility of the Company. JEA does not allow Company employees to share JEA access badges.

Company employees issued an access badge are required to adhere to all JEA Security badge usage policies and procedures. A Company whose employees are found to be violating these, or any other JEA Security policies, may result in the Contract being terminated immediately for default.

Additionally, JEA shall be notified within 24 hours of a lost or stolen JEA access badge or when an employee leaves the Company. The Company will bear any costs associated with issuance, and production, of any lost or stolen JEA access badge. The Company is required to report all badge loss, or termination, notifications to their respective JEA contract manager and JEA Security. JEA Security can be contacted at (904) 665-8200 or security@jea.com.

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

2.10.2. JEA CRITICAL INFRASTRUCTURE PROTECTION (CIP)

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

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

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

2.10.3. TRANSITION SERVICES

At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), JEA may request Company to provide reasonable transition assistance services ("Transition Assistance"). The Company will provide such Transition Assistance until such time as JEA notifies the Company that JEA no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service contractor (either JEA itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by JEA, those third parties shall cooperate with Company in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Company.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to JEA. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Company charges to government entities for comparable services; provided however, that if JEA terminates the Contract because of a breach by Company, then (i) the Transition Assistance shall be provided at no cost to JEA, and (ii) JEA will be entitled to any other remedies available to it under law. Company may withhold Transition Assistance after the Termination Date if JEA does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Company in accordance with the invoicing and payment provisions of the Contract.

2.10.4. COMPANY REPRESENTATIVES

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

2.10.5. 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 Services and shall pay all fees associated with securing them. The Company shall produce written evidence of licenses and other certifications immediately upon request from JEA.

2.10.6. SAFETY AND PROTECTION PRECAUTIONS

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

2.11. VENDOR PERFORMANCE EVALUATION

2.11.1. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using evaluation criteria on a vendor scorecard.

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

Frequency of Evaluations

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

Unacceptable Performance

o If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have 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.

o Within 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.

o If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have 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 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.

o 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. .

o If the Company receives five or more letters of deficiency within any 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 10 days following the Company's receipt of the scorecard. If the Chief Procurement Officer decides to change the scorecard, the Company will be notified and a revised scorecard will be prepared, with a copy issued to the Company. If the Chief Procurement Officer decides that no change is warranted, the decision of the Chief Procurement Officer is final. If the Company is to be suspended from consideration for future Award of any contracts, the Company may appeal to the Procurement Appeals Board as per JEA Procurement Code.

Public Records

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

2.12. JEA RESPONSIBILITIES

2.12.1. COORDINATION OF SERVICES PROVIDED BY JEA

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

2.13. CHANGES IN THE WORK OR TIMEFRAMES

2.13.1. CHANGES IN SCOPE OF SERVICES

From time to time, JEA may materially reduce or increase the scope of the services, as contained in the Contract Documents, to be performed under this Agreement as may be necessary to carry out the purpose of this Agreement. The Company is willing and agreeable to accommodate such changes, provided it is compensated for additional services in accordance with its professional fees and expenses under the terms of this Agreement. If the scope of services decreases, the parties agree to negotiate a reduction in the monthly retainer. Such changes shall be in the form of a written amendment to this Agreement reflecting, as appropriate, an amendment to the services rendered and adjustment to Company's professional fees, including an extension to the duration of this Agreement, as well as the maximum indebtedness of JEA. Maximum indebtedness is the maximum total cost that may be paid to the Company hereunder, including travel related costs, during the initial term of the Agreement for the services rendered under the terms of this Agreement.

2.13.2. SUSPENSION OF SERVICES

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

2.13.3. FORCE MAJEURE

No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or

administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

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

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

2.14. MISCELLANEOUS PROVISIONS

2.14.1. AMBIGUOUS CONTRACT PROVISIONS

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

2.14.2. AMENDMENTS

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

2.14.3. APPLICABLE STATE LAW; VENUE; SEVERABILITY

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

2.14.4. CONTINUING SERVICES

The Company shall carry on the Work and maintain the progress schedules during disputes or disagreements with JEA. No Work shall be delayed or postponed pending resolution of any disputes or

disagreements, except as JEA and Company may otherwise agree in writing. Suspension of the Work or portion thereof by Company shall entitle JEA to terminate the Contract for Default

2.14.5. CUMULATIVE REMEDIES

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

2.14.6. 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 be extended for a period of equal to any time lost due to such prevention or delay.

2.14.7. DISPUTES

If a dispute occurs between JEA and the Company over a contractual issue that cannot be mediated by the JEA Representative, the dispute shall be handled in accordance with Article 5 of the JEA Procurement Code.

2.14.8. ENTIRE AGREEMENT

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

2.14.9. EXPANDED DEFINITIONS

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

2.14.10. HEADINGS

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

2.14.11. INDEPENDENT CONTRACTOR

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

2.14.12. LANGUAGE AND MEASUREMENTS

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

2.14.13. MEETINGS AND PUBLIC HEARINGS

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

2.14.14. NEGOTIATED CONTRACT

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

2.14.15. NONEXCLUSIVE

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

2.14.16. REFERENCES

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

2.14.17. RIGHT TO AUDIT AND FINANCIAL REPORTING

Accounting System

The Company shall establish and maintain a reasonable accounting system that enables JEA to readily identify the Company's assets, expenses, cost of goods, and use of funds.

Audited Financial Statements
The Company shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request, not later than five days after receipt of written request.

Content and Retention of Records
Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Company shall, at all times during the term of this Contract and for a period of five years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

Inspection /Audit of Records
Upon JEA's request, the Company agrees to allow JEA to audit, to examine, and to make copies of or extracts from its financial and operating records (in whatever form they may be kept, whether written, electronic, or other) kept by the Company, its employees, agents, assigns, successors, and subcontractors, for the purpose of determining invoice accuracy, or otherwise assessing compliance with the Contract Documents.

The Company shall at any time requested by JEA, whether during or after completion of this Contract, and at Company's own expense make such records available for inspection and audit (including copies and extracts of records as required) by JEA. Such records shall be made available to JEA during normal business hours at the Company's office or place of business in a workspace suitable for the audit and [subject to a three day written notice/without prior notice]. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for JEA. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are performing the audit and for a period of two weeks thereafter. Company shall ensure JEA has these rights with Company's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Company and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Company's obligations to JEA.

Cost of Audits
Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by JEA unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Company to JEA in excess of one-half of one percent (.5%) of the total contract billings, the Company shall reimburse JEA for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or nonperformance, JEA may recoup the costs of the audit work from the Company.

Billing Adjustments and Recoveries

Any billing payment recoveries to JEA that must be made as a result of any such audit or inspection of the Company's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of JEA's findings to Company.

Failure to Comply
If Company fails to comply with the requirements contained in this clause, the Company may be found to be in breach of the Contract, be subject to debarment or suspension of bidding privileges with JEA, and/or JEA may exercise any other remedies available by law.

2.14.18. SELF HELP

Within three (3) business days after being notified by JEA in writing of defective work, unacceptable work or failure to perform any portion of the services required by this Agreement, if the Company fails to correct such work or perform such services, JEA may cause the unacceptable or defective work to be corrected or perform the services. If JEA undertakes to correct the work or perform the services, JEA shall be entitled to set off against and deduct from any monies due, or which may become due to the Company, the reasonable cost incurred by JEA. If the corrective work or services cannot reasonably be completed within such three (3) business day period, and the Company immediately begins corrective work or services, and JEA reasonably determines that the Manager is diligently pursing completion of such corrective work or Services, JEA agrees to allow the Company to complete correction of the defective or unacceptable work or perform services within a reasonable period of time.

All costs and expenses incurred by JEA pursuant to this Paragraph shall be deducted by JEA from monies due, or which may become due, to the Company for performance of the Services and its obligations herein.

The provision of this Paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this Paragraph shall diminish or waive JEA's right to declare the Company in default in accordance with applicable provisions of the Agreement or to exercise any other right or remedy available to JEA.

2.14.19. SEVERABILITY

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

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

2.14.21. SURVIVAL

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

2.14.22. TIME AND DATE

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

2.14.23. TIME OF ESSENCE

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

2.14.24. WAIVER OF CLAIMS

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

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

3. ENVIRONMENTAL

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 JEA, 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).

Environmental Indemnity

The Company shall hold harmless and indemnify JEA, including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (the "Indemnified Parties") and will reimburse the Indemnified Parties from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the Company's, including, but not limited to, its agents, affiliates or assigns ("Parties"), actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Company's or other Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Contract by the Company or any Party at any time on or after the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Company or any Party. JEA, 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.

Environmental Compliance

The Company shall be familiar, and otherwise comply with Environmental Regulations as they apply to the performance of the Work associated with this Contract unless otherwise directed in writing by JEA.

Company shall furthermore notify JEA of the need to obtain additional regulatory authorizations, including permits, prior to applying for such authorizations.
Company shall designate a qualified individual to serve as an environmental coordinator. This individual shall be responsible for; ensuring Company's conformance with Environmental Requirements, serve as JEA's point of contact with the Company on all matters related to Environmental Requirements applicable to the Work, be prepared for, and attend environmental compliance meetings scheduled by JEA, attend regulatory agency inspections of the Work Site, and notify JEA of noncompliance or other deviation from Environmental Requirements applicable to the Work. This individual shall also be a qualified Stormwater Management Inspector registered in the State of Florida.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) CERTIFICATION OF COMPLETION

NPDES Permit C
The Company shall obtain all other applicable local, state, and federal permits subsequent to notification of JEA of the need for such authorization(s). It is unlawful to have any discharges that are not composed entirely of stormwater (except discharges pursuant to a NPDES permit) to the Municipal Separate Stormwater System (MS4). Only non-contaminated water/non-turbid water shall be transported through the MS4.

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.

PROTECTION OF THE ENVIRONMENT
The Company and its Subcontractors shall comply with all applicable laws, rules and regulations including, but not limited to, all Environmental Regulations.

A. Asbestos, Lead, or Toxic Mold Notification:

Asbestos, Lead, or Toxic Mold may be present at the Work Location. The Company shall notify the Contract Administrator immediately upon discovery of asbestos, lead, toxic mold. The Company shall not disturb or remove known or discovered asbestos, lead, or toxic mold unless directed by the JEA Representative.

B. Hazardous Materials:
The Company shall bear full responsibility including, but not limited to, payment and liability for the transportation, use, recycling, and disposal of any Hazardous Materials under the Company's control during the performance of the Work. Disposal or recycling of Hazardous Materials shall only be performed at JEA approved facilities. The Company shall provide JEA with appropriate documentation showing proper disposal or recycling of its Hazardous Materials.

The Company shall notify the Contract Administrator in writing of the type, quantity and disposal or recycling method of any hazardous material used during the performance of the Work. The Company shall be solely responsible for the use and disposal or recycling of any such materials. The Company shall submit cleanup procedures to the JEA Representative for review and written approval prior to the use of the hazardous material. In the event that a hazardous material escapes into the environment, the Company shall immediately notify the Contract Administrator in writing of the occurrence and the actions taken. In the event that the Company encounters hazardous materials in the course of construction, the Company shall immediately notify the Contract Administrator verbally, with a written notification to follow. The Contract Administrator shall arrange for disposal by JEA.

JEA has identified and labeled equipment known to contain PCBs. JEA will remove and transport any equipment so identified. The Company shall not remove or transport any equipment containing PCBs. The Company shall immediately notify the JEA Representative of any questionable or unmarked equipment, and the JEA Representative will arrange for testing and identification.

C. Waste Management:
The Company will be solely responsible for the proper management of all waste material, including but not limited to, paints, lubricants, fuels, solvents, drilling mud and materials, construction and demolition debris, used oil and oily waste, land clearing debris, universal waste (mercury containing lamps and devices, batteries, etc.) and other chemicals and hazardous materials used in connection with or generated during the Work, except as specified above. The Company will provide proper containers for waste materials and comply with all applicable laws, rules and regulations in their disposal or recycling. The Company will dispose of or recycle all empty containers off-site as soon as possible.

D. Violation of Environmental Laws and Permits:
The Company shall immediately cease any activity that causes or results in a violation of JEA's or Company's environmental permits or federal, state and local laws and regulations. Such violation shall immediately be reported to the Contract Administrator verbally, with written notification to follow. All

additional costs due to the Company's noncompliance with the applicable environmental permits or Environmental Regulations shall be paid by the Company.

4. **TECHNICAL SPECIFICATIONS/SCOPE OF WORK – APPENDIX A**

5. **FORMS – APPENDIX B**

6. **FACILITIES VENDOR SCORECARD – APPENDIX C**

APPENDIX A – TECHNICAL SPECIFICATIONS
ITN 98598 MOLD REMEDIATION SERVICES

SCOPE OF WORK

This contract is executed between JEA and the General Contractor to perform-emergency removal and disposal of all microbial contaminated materials including, but not limited to: removal, cleaning, sanitizing, demolition, or other treatment, including preventive activities, of any microbial contaminated matter of greater than 10 square feet that was not purposely grown at that location. The remediation objectives will be to remove building materials that have signs or suspicions of microbial contamination to provide a safe working and occupancy environment. Appendix B - Response Workbook represents estimated annual quantity and is to be used as a guideline and not a guarantee of work. The work will be scheduled on an as-needed basis. JEA may take action to perform all or portions of the work in house and, thereby, reduce Contractor workload and cost. The following specifications are not intended to supersede Federal, State, or local regulations to which the Contractor must comply; nor are they intended to supersede or contradict content in the contract documents between JEA and the Contractor.

GENERAL

1.1 DEFINITIONS

REGULAR HOURS	Regular hours are defined as 6:00 am – 6:00 pm, Monday – Friday. Regular hours will be billed as identified in the Response Workbook.
AFTER HOURS	After-hours is defined as outside of regular work hours, and take place from 6:01 pm – 5:59 am, Monday – Friday. After-hours will be billed as identified in the Response Workbook.
EMERGENCY SERVICES	The JEA Contract Administrator or assigned designee will specify if the call is determined to be an emergency. Emergencies may occur outside of regular work hours, including weekends and JEA Holidays. Emergency Services will be billed at the emergency call-out rate, listed as a unit price in the Response Workbook.
JEA STANDARDS	JEA Standards are identified on JEA's public website (www.JEA.com).

1.2 CODES AND STANDARDS

OSHA 29 CFR 1926 – Construction Standard

OSHA 29 CFR 1910.134 – Respiratory Protection Standard

OSHA 29 CFR 1910.1200 – Hazard Communication

OSHA 29 CFR 1910.144 – Safety Color Code for Marking Physical Hazards

EPA 402-K-01-001 – Mold Remediation in Schools and Commercial Buildings

EPA 402-F-91-102 – Building Air Quality

Florida Statute 468.8411 – Definitions

Florida Statute 468.8414 – Licensing

ANSI/IICRC S520-2015 – Standard for Professional Mold Remediation

American Industrial Hygiene Association (AIHA) - AIHA IMOM08-679

National Air Duct Cleaners Association; Assessment, Cleaning and Restoration of HVAC Systems (ACR 2013) SUBMITTALS

Contractor shall deliver the following submittal items in a timely manner to the JEA Contract Administrator or assigned designee for approval.

1.3 SUBMITTALS

SUBMITTAL 01 – JEA SAFETY CERTIFICATION

The Contractor shall submit applicable safety documents and receive approval from the JEA Contract Administrator or assigned designee prior to the start of work in accordance with Section 6 of this technical specification.

SUBMITTAL 02 – MOLD REMEDIATOR CERTIFICATION

The Contractor shall submit applicable safety documents and receive approval from the JEA Contract Administrator or assigned designee Contract Administrator or assigned designee or assigned designee prior to the start of work in accordance with Section 6 of this technical specification.

SUBMITTAL 03 – QUOTES

Prior to the start or work, the Contractor shall submit quotes to the JEA Contract Administrator or assigned designee in accordance with Section 4.3.2 of this technical specification prior to the start of work.

SUBMITTAL 04 – PRELIMINARY, INTERMEDIATRY & FINAL ASSESSMENT REPORTS

Prior to the start or work, the Contractor shall submit Preliminary Visual Assessment Report and Microbial Remediation Plan detailing the results for the contractor's initial assessment to the JEA Contract Administrator.

SUBMITTAL 05 – SAFETY DATA SHEET (SDS)

Prior to the start or work, the Contractor shall submit SDS for all chemicals and other products that will be brought on site and used during this project. All chemical must be authorize by JEA Contract Administrator or assigned designee prior to the start of work.

SUBMITTAL 06 – PHOTOGRAPHS OF COMPLETION

The Contractor shall submit photographic documentation of completed work in accordance with Section 4.7.2 of this technical specification.

SUBMITTAL 07 – INVOICING DOCUMENTS

Following the completion of work, the Contractor shall submit invoicing documents in accordance with Section 1.6 of this technical specification.

1.4 CONTRACTOR QUALIFICATIONS

1.4.1 Contractor shall possess a valid Certified General Contractor or a Certified Building Contractor License issued by the State of Florida.

1.4.2 Contractor shall also possess a current business license issued by the City of Jacksonville/Duval County.

1.4.3 The contractor performing the mold remediation activities will have an on-site project manager or supervisor that is a Florida Licensed Mold Remediator pursuant to Chapter 61-31 Florida Administrative Code (FAC) and Florida Statute 468.8413. Qualified supervisor must be onsite whenever active remediation is being performed. Set-up activities may be performed without supervisor present; qualified supervisor must review set-up prior to start of work.

1.4.4 Contractor shall meet all minimum qualifications as identified in JEA solicitation documents.

1.4.5 Contractor will self-perform the work. Subcontracting of remediation work will not be permitted.

1.5 QUALITY ASSURANCE

1.5.1 Contractor shall ensure that all work is to JEA standards. It is the contractor's responsibility to review JEA standards for applicable work. Contractor shall be aware of all JEA Standards that apply to the tasks executed by the Contractor. Standards are available to the public on JEA's website, https://www.jea.com/About/Procurement/Become_a_Vendor/Contractor_Safety/Contractor_Safety_Manual.aspx

1.5.2 On all installations and repairs, the Contactor shall confirm that the installation and/or repairs comply with accepted practice as specified in the most update versions of the Florida Building Code. The Contractor shall apply all applicable ASTM standards.

1.5.3 Work that does not conform to expected levels of craftsmanship or the specifications shall be redone at Contractor's expense.

1.5.4 The Contractor shall be in possession of a valid General Contractor Certification. Any worker employed by the Contractor, who exhibits inadequate experience and knowledge or is incapable in his/her field, shall be removed from the work site at the discretion of the JEA Contract Administrator.

1.5.5 JEA reserves the right to add and/or delete quantities, as required. Pricing for added quantities will be set at pricing found within the Response Workbook. JEA may take action to perform work in house and, thereby, reduce contractor workload.

1.6 INVOICES

1.6.1 Invoices shall be submitted no later than 30 days after the service is provided.

1.6.2 The Contractor shall submit invoicing documents annotated on the contractor's letterhead. The invoice (containing company name and address) shall include JEA purchase order and work order numbers (if applicable).

1.6.3 The Contractor shall include the following information on the invoice: date of service, location, description of service provided, amount payable, JSEB forms (if applicable), and detailed unit cost for parts and labor including work order number, manufacturer's parts number (if applicable), unit and quantity.

1.6.4 Invoices shall include breakdown for each room where work was performed. The following information must be included: room layout, unit measures per room, numbered photos of work completed with description (if applicable) and grand total areas.

1.6.5 A copy of each quote and excel spreadsheet, tracking parts and labor (see Section 4.3.3 and 4.3.4) should be attached to the invoice.

1.6.6 Contractor shall ensure that unit prices and unit counts must be indicated on the invoice, as well as part numbers, product, and labor description.

1.6.7 The Contractor purchase receipts must be attached to the invoice in order to document the price paid for any parts and materials mark-up calculation.

1.6.8 Contractor's invoice shall be based on actual hours and quantities for work performed. Only time on job-site shall be invoiced.

1.6.9 Any invoice that omits the required information will rejected and not paid until a corrected invoice is submitted.

1.6.10 Contractor's invoiced pricing must agree with the contract bid pricing established in the agreement between the Contractor and JEA. If there is a change in the scope of work, Contractor must re-submit quote.

1.6.11 The administrative cost, profit, travel time, and other indirect contractor costs will not be permitted as separate billable costs. These costs must be included in the bid price provided by the Contractor in the Response Workbook.

1.7 DELIVERY, STORAGE, AND HANDLING

1.7.1 The Contractor must dispose of all waste generated as a result of the contract at an officially permitted location. Any fees and/or charges associated with this disposal should be included in bid price of work. JEA will not pay additional charges/fees for waste disposal.

1.7.2 Keep the site and work area free from accumulations of dust, waste materials, or rubbish caused by Contractor operations and free from any flammable materials or other sources of fire hazard. Remove all waste materials and rubbish from and about the work site in strict accordance with the specifications and applicable codes and regulations.

1.7.3 The Contractor shall prevent access by the public to materials, tools, and equipment during the course of the work.

1.8 SAFETY

1.8.1 The Contractor shall become JEA Safety Qualified prior to beginning actual work at JEA. All employees of the Contractor, including Project Managers, who perform work on JEA property, shall be JEA Safety Qualified. Supervisors may be required to have additional training. Specific training may be required to work at certain job sites (i.e: substations). Contractor is responsible for ensuring ALL personnel have received the appropriate training prior to beginning work.

1.8.2 The Contractor shall familiarize all workers with all fire and safety regulations recommended by OSHA and other industry or local governmental groups at the Federal, State, and local levels.

1.8.3 Contractor shall maintain a safe work environment at all times.

1.8.4 The Contractor shall also adhere to current JEA Safety and Training regulations at all times.

1.8.5 Contract workers are required to wear proper Personal Protective Equipment (PPE). PPE minimums include safety footwear with steel toes, hard hat and safety glasses. Hearing protection is required while operating machinery or equipment. Ripped jeans, shorts, tennis shoes, sleeveless shirts, and shirts with offensive logos or messages are not permitted.

1.8.6 The Contractor shall keep the work area free from accumulation of waste materials or rubbish.

1.8.7 The nature of work (cutting, sanding and general work) to be performed may produce heat, smoke, steam, dust or vapors, which may result in the activation of an alarm. To avoid Contractor caused alarms, the Contractor shall notify the JEA Contract Administrator, whom will issue a hot work permit (permit valid for one (1) day only) before any procedure. After such procedures are concluded, Contractor shall notify the JEA Contract Administrator or assigned designee who will inspect, and re-arm the alarm system.

1.8.8 If the Contractor's negligence results in a release of a Clean Agent (i.e. FM 200), the Contractor shall be responsible for all costs incurred to refill and restore the fire suppression system.

1.9 SECURITY REQUIREMENTS

1.9.1 The Company shall complete a Seven (7) Year Background Check for each employee assigned to work at any JEA site at no additional cost to JEA. Each background check shall be performed through First Coast Security through which JEA has obtained pricing of $70.00 per background check. In the event of a price increase, JEA will either pay the surplus amount in excess of $70.00 per background check, or at its discretion, source an alternative provider to complete the Seven (7) Year Background Check for an amount not to exceed $70.00. First Coast Security shall review each background check for "Meets Requirements/Does Not Meet Requirements" determinations based on Florida statutes. Any Company employee with a "Does Not Meet" determination shall be disqualified for JEA service.

1.9.2 Assigned Company personnel shall be issued JEA badges and access to non-occupied areas. This badging process will require background checks (see Section above) and mandatory training. Badges must be visible at all times while on JEA Property.

1.9.3 Background checks and mandatory training may be required (during work hours) for entry to North American Electric Reliability Corporation (NERC) regulated spaces.

1.9.4 The Company should allow two (2) weeks for background checks and badge processing.

1.9.5 The Contractor shall ensure employees obtain background checks, training, and active badge status prior to the start of work.

1.9.6 JEA issued security badges will become deactivated after 90 days of non-activity. It is the Contractor's responsibility to ensure all employees have active badges prior to commencement of work.

1.9.7 Contractors shall check in and check out with the JEA Contract Administrator or assigned designee daily.

1.9.8 Contractor shall wear uniforms/t-shirts displaying company logo whenever working for JEA.

1.9.9 The contractor will provide a list of all personnel, which will be entering the facility to do remediation work, to the contract administrator. The contractor shall maintain a logbook documenting entry into and out of the regulated work area. The contractor shall not allow unauthorized personnel access to the site.

1.10 ENVIRONMENTAL REQUIREMENTS

1.10.1 The Contractor shall conform to environmental regulations of public agencies, including local, state and Federal jurisdiction.

1.10.2 Contractor shall be accountable for timely clean-up and remediation associated with any contaminant spills, accidental or otherwise.

1.11 WARRANTY

1.11.1 The Contractor shall warrant workmanship for one (1) calendar year from the substantial completion date.

1.11.2 If mold returns to a remediated area within one year, Contractor shall return for a full treatment of the area at no additional cost to JEA.

1.11.3 Contractor is responsible for workmanship error related to their installation of the part.

1.11.4 The Contractor upon successful completion of work shall extend the manufacturer warranty on all parts to JEA.

PARTS AND PRODUCTS

1.12 APPROVAL

1.12.1 JEA Contract Administrator or assigned designee shall approve all parts and products prior to use by the Contractor.

1.12.2 All parts and materials shall be new unless refurbished is specifically called for by JEA.

1.12.3 JEA reserves the right to purchase parts and material from other dealers and/or parts warehouses, if advantageous to JEA. JEA will then turn the parts over to Contractor's service technicians to install.

1.13 MARKUP

1.13.1 Any parts or equipment purchased shall be at manufacturer's published list prices plus the mark-up percentage stated in the bid form. For example, if the mark-up stated on the bid form is 5% and the purchase price is $100, JEA will pay the Contractor $105 for that part.

1.13.2 Receipt from parts purchase must be attached to invoice to document price paid or charge will be rejected.

1.13.3 JEA will provide payment of mark-up for parts and equipment or material that is not shown in the bid amount. If the part or product is itemized on the Response Workbook, JEA will not provide mark-up costs.

1.13.4 Part numbers must be included in the invoice.

1.14 PRODUCTS

1.14.1 Contractor shall only use Disinfectants, Biocides, Sanitizing solutions and Fungicidal agents approved by EPA. Products must be EPA Registered for the use detailed in the Microbial Remediation Plan and used in accordance with the manufacturer's specifications.

1.14.2 Biocides shall not be used as a substitute for physical removal of contaminated material.

1.14.3 All products shall be used in accordance with safety regulations.

1.15 HAZARD COMMUNICATION

1.15.1 Should the Contractor encounter any hazardous materials, notify the Contract Administrator or assigned designee immediately for direction.

1.15.2 Contractor shall post Warning signs to identify hazards that might exist on the job site and should list emergency contact information: the remediation company name, remediation company address, 24-hour emergency contact number and name of project supervisor.

1.15.3 When warning signs are posted, they shall be printed with the date they were posted and the approximate date they are expected to be taken down or reassigned.

1.15.4 Contractor shall ensure that all signs, equipment, machinery, and hazards are marked or painted to identify the hazard. The colors and markings used shall conform to OSHA regulations specified at 29 CFR 1910.144 (Safety Color Code for Marking Physical Hazards), and other State and Local statutes as applicable.

MATERIALS AND EQUIPMENT

1.16 MATERIALS

1.16.1 Contractor shall store all materials subject to damage off the ground. Materials shall be place away from wet or damp surfaces to prevent damage or contamination.

1.16.2 Contractor shall store replacement materials outside of the work area until remediation is completed.

1.16.3 Damage or previously used materials shall not be used and shall be removed from the worksite and disposed properly.

1.16.4 Contractor shall use Polyethylene sheeting on floors, walls, stationary objects and shall be of a minimum of 6 mil thickness.

1.16.5 Polyethylene sheeting used shall be clear or black color.

1.16.6 Disposal bags shall be of clear, 6 mil polyethylene.

1.17 EQUIPMENT

1.17.1 HEPA machines utilized shall be certified and tested before the start of work.

1.17.2 Contractor shall provide to employees Personal respiratory protection at no additional cost to JEA.

1.17.3 At a minimum, personnel conducting remediation or removal of mold contaminated materials shall wear a tight fitting half-face respirator equipped with a P-100 HEPA filter.

1.17.4 Contractor shall provide Non-skid footwear to all abatement personnel.

1.17.5 Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.

1.17.6 Contractor shall supply disposable rags, sponges, mops, rubber or plastic dustpans for decontamination work area at no additional cost to JEA.

EXECUTION

4.1 GENERAL MOLD REMEDIATION REQUIREMENTS

4.1.1 Sub-contracting will not be allowed and the Company shall be responsible for satisfactory results.

4.1.2 The Contractor shall obtain all permits required by local agencies and pay all fees, which may be required for the performance of the work and removal/disposal of hazardous materials. Bid prices should include this cost.

4.1.3 Contractor shall verify existing conditions and dimensions prior to starting work. Any discrepancies must be brought to the attention of the JEA Contract Administrator. It is the Contractor's responsibility to remove and/or provide additional items as required to comply with the contract documents.

4.1.4 Workers must wear respirators and other PPE as outlined in the microbial remediation plan when installing critical barriers where microbial contaminated surfaces (walls or surfaces with visible settled dusts) are likely to be disturbed.

4.1.5 Remediation schedules are to be provided by the Contractor or assigned designee and agreed to by all parties before work proceeds. Changes in the schedule shall be coordinated through the JEA Contract Administrator.

4.1.6 Contractor shall provide any and all dust curtains, temporary partitions, walk-off mats or any other barricade or process necessary to keep site clean.

4.1.7 Job sites are to be kept clean at all times. Contractor shall supply necessary cleaning products. In office environments, site shall be vacuumed at the end of work each day and at the end of the job. In field environments, areas shall be kept broom-clean.

4.1.8 All work shall meet or exceed applicable building codes.

4.1.9 All doors, lids, and gates shall be locked and secured at all times when unattended.

4.1.10 Parking is the responsibility of the Contractor, however, requests may be made to the Contract Administrator or assigned designee to park on JEA property, and shall be granted/denied at the sole discretion of the Contract Administrator or assigned designee.

4.2 RESPONSE TIME

4.2.1 JEA will be a priority for services. The Contractor must respond the Contract Administrator's call or email request for service within thirty (30) minutes and must be on site within two (2) hours on a daily basis, which includes after hours and holidays. There shall be no pay for travel time or travel mileage.

4.2.2 Non-emergency services may be requested by the JEA Contract Administrator or assigned designee during regular work hours (6:00 am – 6:00 pm, Monday – Friday). Contractor must be on site within two (2) hours of notification.

4.2.3 Non-emergency services may also be requested outside of regular work hours (6:01 pm – 5:59 am, Monday – Friday, and billed at the after-hours rate as designated in the Response Workbook.

4.2.4 Emergency services may be requested by the JEA Contract Administrator or assigned designee (or his/her designee). The JEA Contract Administrator or assigned designee will specify if the call is determined to be an emergency.

4.2.5 Emergencies may occur outside of regular work hours, including weekends and JEA Holidays and will be billed at the emergency call-out rate. listed as a unit price in the Response Workbook. Contractor must be on site within one (1) hour after initial contact. If the Contractor fails to respond within the one (1)-hour timeline, service will be billed at the non-emergency rate.

4.2.6 Contractor will perform necessary repairs discovered during routine maintenance only after written and verbal authorization from the designated JEA Contract Administrator or assigned designee (or his/her designee) in Facilities Operations and Maintenance.

4.2.7 Contractor will provide JEA with a cost and time estimate to complete the repairs prior to JEA approval. This estimate must be at the unit prices as bid. Contractor shall track these repairs on an Excel spreadsheet and email to the JEA Contract Administrator or assigned designee within thirty (30) days after completion.

4.2.8 In anticipation of a weather event where damage to JEA facilities could occur. the Contractor will take steps to ensure that JEA will be a priority for after-event repairs and that adequate staffing coverage will be available. JEA considers adequate to consist of at least one crew of one (1) supervisor and one additional worker available for necessary repairs.

4.3 PREPARATORY WORK

4.3.1 Preliminary Mold assessment Testing will be performed by a third party Certified Industrial Hygienist.

4.3.2 Contractor must receive verbal and written agreement from JEA Contract Administrator or assigned designee prior to commencement of remediation activities.

4.3.3 Contractor will provide JEA with a cost and time estimate to complete the repairs prior to JEA approval. Estimate must be on Company's letterhead and must match prices per Response Workbook.

4.3.4 Contractor shall track these parts, materials and labor on an Excel spreadsheet and email it to the JEA Contract Administrator or assigned designee with the invoices. Example of this spreadsheet is attached as Appendix C – Mold Remediation Services Monthly Invoice Spreadsheet. Please reference Section 1.6 Invoicing.

4.3.5 Upon completion of work, a copy of each quote and detail of work completed will be submitted with the Contractor's invoice and shall include the date of service, location, and description of service provided and detailed estimate for parts and labor including work order number, manufacturer's parts number, unit and quantity. Where unit price for equipment or material is not shown in the bid amount, mark-up price in bid will be utilized.

4.4 PREPARATION FOR MOLD REMEDIATION

4.4.1 Provide level of containment and PPE required for the remediation based on the Microbial Remediation Plan.

4.4.2 Install equipment needed for removal work in the containment area to minimize egress during demolition.

4.4.3 Contractor must perform "Visual," Thermographic," and Moisture Meter" Inspection.

4.4.4 Install polyethylene barriers to isolate the areas to be remediated.

4.4.5 Construct containment barriers. Existing walls can be used as a portion of the containment barriers if existing openings in walls (such as doors, wall openings, vents) are sealed using 0.15 mill - 6 mil polyethylene.

4.4.6 Install the Air Filtration Units (AFU) and dehumidifiers.

4.4.7 Maintain protection for finished floors through all construction activities.

4.4.8 Seal supply, return, and exhaust openings with 0.15 mill - 6 mil polyethylene sheeting and protect intakes to air handling units. Air handling units are to remain off.

4.4.9 Install all equipment needed for removal work in the containment area to minimize.

4.5 REMOVAL PROCEDURES

4.5.1 Remove undamaged items and materials to be cleaned and salvaged from the work area. Store materials in an area with relative humidity maintained below 60 percent and where temperatures will not damage the material. Notify Contract Administrator or assigned designee of existing damage to items prior to removal.

4.5.2 Remove carpet that has remained wet for 48-hours or longer (AIHA IMOM08-679). If carpet has dried out, lightly mist before removal.

4.5.3 Remove wallboard that has remained wet for 48-hours or longer (AIHA IMOM08-679), or has visible mold growth. Where removal of GWB exposes insulation, remove the insulation. Lightly mist all contaminated materials before removal.

4.5.4 Drywall and plaster with evidence of mold will be removed, placed into 6 mil polyethylene bags for proper disposal. Impacted drywall will be removed at least 2' before the impacted area.

4.5.5 Remove ceiling tile that has remained wet for 48-hours or longer. or has visible mold growth (AIHA IMOM08-679).

4.5.6 JEA reserves the right at any time to take action to perform the work in house.

4.6 DUCT AND HVAC SYSTEM CLEANING

4.6.1 Follow requirements of the NADCA ACR "Standard for Assessment, Cleaning, and Restoration of HVAC Systems."

4.6.2 Disable all HVAC units and exhaust fans in the area to be remediated.

4.6.3 Affected drywall around the ductwork will be removed and the ductwork will be thoroughly cleaned.

4.6.4 Construct a limited containment around equipment to be cleaned. Provide appropriate PPE for workers.

4.6.5 Remove filters. Seal filters in 0.15 millimeter 6 mil (IHFOM, CH 13, Sec. 3) poly bags for disposal.

4.6.6 Disassemble units as necessary to clean components. Contractor is responsible for correctly reassembling equipment after cleaning.

4.6.7 HEPA vacuum all surfaces.

4.6.8 Final clearance of HVAC and duct system will be based on a visual assessment (no visible dust, no visible mold). If HVAC fails final clearance inspection, additional corrective actions taken by the contractor will be at no additional cost to JEA.

4.6.9 JEA reserves the right at any time to take action to perform the work in house.

4.7 PROJECT COMPLETION

4.7.1 Contractor shall remove all debris, demolished items, and construction waste, including the proper and legal disposing of such. At the completion of the work, the building interior, exterior and landscaping, where affected by Contractor work, shall be restored.

4.7.2 Contractor shall provide the JEA Contract Administrator or assigned designee required photographic documentation of completed work.

4.7.3 Prior to leaving the site, the contractor shall contact JEA Contract Administrator, or designee to confirm completion of work activities. Unless otherwise instructed by the JEA Contract Administrator, Contractor must fully exit JEA property following completion of work.

4.8 CLEAN-UP AND DISPOSAL

4.8.1 Contractor must dispose contaminated bagged waste materials removed during this remediation as general construction debris at no additional cost to JEA.

4.8.2 Contractor shall follow all applicable local, State, and Federal requirements for the disposal of this material.

4.8.3 Contractor shall place waste, as waste is removed, into a disposal container promptly. Disposal containers must consist of at a minimum, two layers of clear 0.15-millimeter 6 mil (IHFOM, CH 13, section 3) polyethylene bags. Tape bags in a gooseneck fashion to

form an airtight seal and label appropriately. Bag waste from vacuums equipped with HEPA filters in 0.15 millimeter 6 mil (IHFOM, CH 13, section 3) polyethylene bags.

4.9 CLEARANCE TESTING

4.9.1 The work area must be free of visible mold, mold damaged materials, and accumulation of dust as determined by visual examination, in each remediated area in order to determine whether the mold contamination has been remediated.

4.9.2 The inspection will be performed by a third party Certified Industrial Hygienist of JEA's choice and expense.

4.9.3 The third party certified Industrial Hygienist would determine the need for post-remediation air sampling.

4.9.4 Sampling will be performed only after the remediation area has passed a thorough visual inspection and before the containment, barriers are removed.

4.9.5 Airborne concentrations of mold spores within the work area must not exceed outdoor concentrations.

4.9.6 Following the post-mold remediation inspection, Contractor must provide a Mold inspection report.

4.9.7 Failed remediation areas will be re-cleaned by the Contractor at no additional cost to JEA.

4.9.8 Third and any subsequent rounds of air collection and analysis costs from failed remediation areas will be at the expense of the contractor.

4.10 AD HOC OR URGENT SERVICES REQUIRED

4.10.1 Some additional services may be required annually or on a one-time basis which require special attention/handling. It is anticipated that, from time to time, JEA may require completion of specific work with less than a normal amount of lead-time for the Company. JEA understands that this may create inconveniences for the Company and will, therefore, compensate the Company with payment mark-up as priced in the Response Workbook, Section IV.

4.10.2 The items found in section IV are to be used for informational purposes. The associated cost will not be reflected in the overall contract price. Should the need arise, the pricing below will be used and invoicing related to these services will impact the contract.

4.11 VENDOR PERFORMANCE EVALUATION

4.11.1 JEA will utilize Vendor Performance Evaluation Scorecards as described in "Solicitation Document" and in "Appendix C – Vendor Performance Scorecard" to monitor Company performance on a quarterly basis.

4.11.2 JEA requires a minimum performance level as detailed in the Vendor Performance Scorecard. For any performance below the minimum, remedial action will be required to improve Company's performance level, or the company may be default of its contract.

Building Community®

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

September 1, 2020

ADDENDUM NUMBER: ONE (1)

TITLE: ITN 98598 Mold Remediation Services

BID DUE DATE: February 10, 2020

TIME OF RECEIPT: 12:00 PM EST

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

1. **Question: Does the third party industrial hygienist need to have a physical address in Duval County?**

   Answer: Question is not relevant. JEA will provide the third party Certified Industrial Hygienist of JEA's choice and expense.

2. **REVISE and REPLACE: Section 1.3. SUBMITTAL 04 - Preliminary, Intermediary & Final assessment reports on Technical Specifications – APPENDIX A (page 2) with the following language:**

   Prior to the start of work, JEA's 3rd Party Industrial Hygiene consultant shall conduct a preliminary visual assessment and develop a Microbial Remediation Plan to define the scope of work and clearance testing parameters.

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM.

Building Community®

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

September 1, 2020

ADDENDUM NUMBER: TWO (2)

TITLE: ITN 98598 Mold Remediation Services

BID DUE DATE: February 10, 2020

TIME OF RECEIPT: 12:00 PM EST

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

1. **Question: Under the service description it reads Water Extraction and Remediation from hard surface usually we classify the water extraction as one line item and the remediation as a separate line item. When asking for the pricing are you referring to a Category 3 event?**

   Answer: For the purpose of this contract, JEA would like to get a set price that includes both services as one line item. Hurricanes are unpredictable. Please provide a price for any category event. You can also reference Section VI – Emergency Service (Appendix B Response Workbook) and provide your Rate for this type of emergency service.

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM.

Building Community®

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

September 1, 2020

ADDENDUM NUMBER: THREE (3)

TITLE: ITN 98598 Mold Remediation Services

BAFO RESPONSE DUE DATE: FEBRUARY 28, 2020

TIME OF RECEIPT: 12:00 PM EST

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

1. JEA requests the Short List Respondents to submit their Best and Final Offers (BAFOs) via email by February 28, 2019, 12:00 PM (EST) by email to Sherea Harper @ HARPSB@JEA.COM. Respondents not submitting a BAFO will have their first round submitted Total Bid Price used in Evaluation. Individual Unit Prices for specific scopes of work may change (increase or decrease), however, the submitted BAFO Total Bid Price (Total Response price) cannot be higher than the submitted first round Total Bid Price.

2. Forms required to submit with BAFO Response -
   BAFO Response form (attached to this Addendum 4)
   BAFO Response Workbook (attached to this Addendum 4)

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM.

BAFO – ADDENDUM 3 -APPENDIX B - RESPONSE FORM
ITN 98598 MOLD REMEDIATION SERVICES

RESPONDENT INFORMATION:

COMPANY NAME: Servpro of Jacksonville South & Jacksonville East

BUSINESS ADDRESS: 1716 Harper Street

CITY, STATE, ZIP CODE: Jacksonville, Florida, 32204

TELEPHONE: 9047212230

FAX: 9047212235

NAME & EMAIL OF CONTACT: Chandler St. Peter Chandler@spjax.com

WEBSITE: www.servprojacksonvillesouth.com

RESPONDENT MUST COMPLETE THE FOLLOWING INFORMATION AND RETURN THIS FORM VIA EMAIL TO SHEREA HARPER AT HARPSB@JEA.COM.

QUOTATION OF RATES (100 Points)

Respondent shall provide a one (1) year total cost and a three (3) year amount transferred from Appendix B Response Workbook. The total provided shall be in accordance with the Technical Specifications located in Appendix A. The lump sum price submitted by the Respondent shall include one (1) year total cost for Sections I, II, III, V and VI located in Appendix B Response Workbook.

Please note, the total cost quoted by the Respondent must be firm prices, and not an estimate. ANY MODIFICATIONS, EXCEPTIONS, OR OBJECTIONS CONTAINED WITHIN THE RESPONSE FORM MAY SUBJECT THE RESPONSE TO DISQUALIFICATION.

One (1) Year Total Cost (Sections I, II, III, V and VI) $ $54,372.00

Total Three (3) Year Cost (Transferred from Appendix B Response Workbook) $ 163,116.00

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".**

Respondent's Certification

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

BAFO – ADDENDUM 3 -APPENDIX B - RESPONSE FORM
ITN 98598 MOLD REMEDIATION SERVICES

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.

We have received addenda _____ through _____

Signature of Authorized Officer of Respondent or Agent

2/28/20
Date

Chandler Stafford Manager
Printed Name & Title

904 563 4553
Phone Number

BAFO - ADDENDUM 3 - Appendix B Response Workbook	
ITN 98598 MOLD REMEDIATION SERVICES	
Company Name	Servpro of Jacksonville South & Jax East

Instructions Sections I -VI: Fill in all cells highlighted in YELLOW. The estimated one (1) year quantities are to be used as guidelines and are not a guarantee of work. All bid labor prices should include travel time, travel mileage, profit, labor burden, fuel charges and equipment rental. No separate billable line item will be paid by JEA for travel. Labor time begins when contractor is on JEA property.

SECTION I - SERVICES

Items included in this Section I are for services only. Associated labor cost will be reflected in Section III-Technician and Labor Cost. Line items that are designated in grey are to be used for pricing only and will not be included in total price submitted.

Item No.	Service Description	One (1) Year Estimated Quantity	Unit of Measure	Unit Price Per unit of Measure	Extended Price
1	**Water Extraction and Remediation from hard surface**				
1 A	For Services on <500, provide cost per SF	2500	Square Feet	$0.15	$ 375.00
1 B	For Services on 500-1,000, provide cost SF	2000	Square Feet	$0.20	$ 400.00
1 C	For Services on 1000-2,000, provide cost per SF	1500	Square Feet	$0.19	$ 285.00
1 D	For Services on >2,000, provide cost per SF	1500	Square Feet	$0.15	$ 225.00
2	**Water Extraction and Remediation from carpeted floor**				
2 A	For Services on <500, provide cost per SF	2500	Square Feet	$0.24	$ 600.00
2 B	For Services on 500-1,000, provide cost SF	2000	Square Feet	$0.25	$ 500.00
2 C	For Services on 1000-2,000, provide cost per SF	1500	Square Feet	$0.26	$ 390.00
2 D	For Services on >2,000, provide cost per SF	1500	Square Feet	$0.24	$ 360.00
3	**Floor Cleaning**				
3 A	For Services on <500, provide cost per SF	2000	Square Feet	$0.20	$ 400.00
3 B	For Services on 500-1,000, provide cost SF	1000	Square Feet	$0.22	$ 220.00
3 C	For Services on >1,000, provide cost per SF	1000	Square Feet	$0.20	$ 200.00
4	**Wall Cleaning**				
4 A	For Services on <500, provide cost per SF	2000	Square Feet	$0.25	$ 500.00
4 B	For Services on 500-1,000, provide cost SF	1000	Square Feet	$0.30	$ 300.00
4 C	For Services on >1,000, provide cost per SF	800	Square Feet	$0.25	$ 200.00
5	**HEPA Vacuuming**				
5 A	For Services on <500, provide cost per SF	2000	Square Feet	$0.37	$ 740.00
5 B	For Services on 500-1,000, provide cost SF	1500	Square Feet	$0.40	$ 600.00
5 C	For Services on 1000-2,000, provide cost per SF	1000	Square Feet	$0.42	$ 420.00
5 D	For Services on >2,000, provide cost per SF	1000	Square Feet	$0.37	$ 370.00
6	**Applying Anti-microbial agent to floors**				
6 A	For Services on <500, provide cost per SF	2000	Square Feet	$0.10	$ 200.00

6 B	For Services on 500-1,000, provide cost SF	1500	Square Feet	$0.13	$	195.00
6 C	For Services on 1000-2,000, provide cost per SF	1000	Square Feet	$0.14	$	140.00
6 D	For Services on >2,000, provide cost per SF	1000	Square Feet	$0.10	$	100.00
7	**Applying Anti-microbial agent to Walls**					
7 A	For Services on <500, provide cost per SF	2000	Square Feet	$0.10	$	200.00
7.B	For Services on 500-1,000, provide cost SF	1500	Square Feet	$0.13	$	195.00
7.C	For Services on 1000-2,000, provide cost per SF	1000	Square Feet	$0.14	$	140.00
7.D	For Services on >2,000, provide cost per SF	1000	Square Feet	$0.10	$	100.00
8	**Anti-microbial agents to more than walls (i.e. Desk. Cabinets)**					
8 A	For Services on <500, provide cost per SF	2000	Square Feet	$0.10	$	200.00
8 B	For Services on 500-1,000, provide cost SF	1500	Square Feet	$0.13	$	195.00
8 C	For Services on 1000-2,000, provide cost per Sf	1000	Square Feet	$0.14	$	140.00
8.D	For Services on >2,000, provide cost per SF	1000	Square Feet	$0.10	$	100.00
9	**Chair Cleaning**	100	Each	$10.18	$	1,018.00
10	**Removal of Baseboard (Tear out and Bagging)**	1000	Linear Foot	$0.32	$	320.00
11	**Removal of Drywall (Tear out and Bagging)**					
11 A	For Services on <500, provide cost per SF	2500	Square Feet	$0.80	$	2,000.00
11 B	For Services on 500-1,000, provide cost SF	1500	Square Feet	$0.82	$	1,230.00
11 C	For Services on >1,000, provide cost per SF	1000	Square Feet	$0.80	$	800.00
12	**Tear out and bag wet insulation**					
12.A	For Services on <500, provide cost per SF	2500	Square Feet	$0.64	$	1,600.00
12 B	For Services on 500-1,000, provide cost SF	1500	Square Feet	$0.66	$	990.00
12 C	For Services on >1,000, provide cost per SF	1000	Square Feet	$0.64	$	640.00
13	**Content Manipulation charge**	50	Per Hour	$28.00	$	1,400.00
14	**Remove wet ceiling tile and bag for disposal**	1900	Square Feet	$0.26	$	494.00
15	**Carpet Restoration and Sanitizing**					
15 A	For Services on <500, provide cost per SF	2500	Square Feet	$0.20	$	500.00
15 B	For Services on 500-1,000, provide cost SF	1500	Square Feet	$0.18	$	270.00
15.C	For Services on >1,000, provide cost per SF	1000	Square Feet	$0.15	$	150.00
				Total Section I	$	20,402.00

SECTION II - EQUIPMENT & MATERIAL

Items included in this Section II are for Equipment & Material cost only. Associated labor cost will be reflected in Section III-Technician and Labor Cost Line items that are designated in grey are to be used for pricing only and will not be included in total price submitted.

Item No.	Description	1 Year Estimated Quantity	Unit of Measure	Unit Price		Total
16	**Personal Protective Equipment (hazardous cleanup)**	22	Each	$12.00	$	264.00
17	**Negative Air fan/Air Scrubber (24 hour period)**	50	Per day	$50.00	$	2,500.00
18	**Air Mover (24 hour period)**	50	Each	$23.00	$	1,150.00
19	**Peel & Seal Zipper- Heavy Duty**	22	Each	$13.00	$	286.00
20	**Contaiment Barrier/Airlock set up and Breakdown**	600	Square Foot	$0.10	$	60.00

21	Turbo Dryers	50	Each	$23.00	$	1,150.00
22	Large Commercial Dehumidifier (24 hour-no monitoring)	50	Each	$60.00	$	3,000.00
23	Extra Large Commercial Dehumidifier (24 hour-no monitoring)	50	Each	$110.00	$	5,500.00
24	Hydroxyl Generator	50	Per day	$75.00	$	3,750.00
25	Heaters	50	Each	$60.00	$	3,000.00
26	Floor Protection-heavy paper and tape	1900	Square Foot	$0.10	$	190.00
27	Floor Protection-Self-adhesive plastic film	1900	Square Foot	$0.15	$	285.00
28	Single Axle Dump Truck - including dump fees	22	Per load	$175.00	$	3,850.00
				Total Section II	$	24,985.00

SECTION III - TECHNICIAN LABOR COST

Items below are for labor cost only. The hours estimated are to be used as a guideline and are not to be interpreted as a commitment of work.

Item No.	Labor Description	Estimated Hours Annually	Hourly Rate	Total	
29	Mold Remediation Supervisor	30	$58.00	$	1,740.00
30	Technician (i.e. Equipment Set up, Monitoring, and Takedown)	30	$40.00	$	1,200.00
31	General Laborer (i.e. Water Extraction and Material Removal)	30	$28.00	$	840.00
32	Hazardous Materials Remediation Technician	30	$58.00	$	1,740.00
33	Demolition Laborer	30	$28.00	$	840.00
		Total Cost Section III		$	6,360.00

SECTION IV - AD HOC

Items found in this section are to be used for informational purposes. The associated cost will not be reflected in the overall contract price. Should these services be required, the pricing below will be used on invoicing related to these services and will impact the overall contract.

Item No.	Additional Services	Unit of Measure	Unit Price	
34	HVAC Decontamination	Square Foot	$	0.35
35	Ceiling Tile Removal and Installation	Square Foot	$	0.98
36	Carpet Removal	Square Foot	$	0.19
37	Steam Carpet Cleaning	Square Foot	$	0.15
38	Carpet Install	Square Foot	$	0.55
39	Wallpaper Removal	Square Foot	$	0.10
40	Wallpaper Replacing	Square Foot	$	0.85
41	Painting (Including Drywall taping)	Square Foot	$	0.51
42	Furniture Moving	Hourly	$	28.00
43	Wall Repairs	Square Foot	$	0.45
44	Drilled Holes in wall	Each	$	0.20
45	Drywall replacement and installlation	Square Foot	$	1.92
46	Installing Vinyl/Tile	Square Foot	$	0.95

47	Flooring Installation	Square Foot	$ 0.60

SECTION V- AFTER HOURS SERVICE				
After hours service request are defined as any services performed between the hours of 6:01 p.m - 5:59 a.m, Monday - Friday.				Total
Item No.		Estimated Annual After Service Hours	Hourly Rate	
48	One (1) Year Estimated Emergency Work - All Service request after business hours between times 6:01 p.m to 5:59 a.m will be billed at after hour rate cost referenced in this section.	25	$65.00	$ 1,625.00
			Total Cost Section V	

SECTION VI - EMERGENCY SERVICE				
Emergency service is defined as any service request on a holiday and/or weekends.				Total
Item No.		Estimated Annual Emergency Hours	Hourly Rate	
49	One (1) Year Estimated Emergency Work - All Service request considered emergency, may occur during regular work hours or outside of regular work hours and will be billed at the emergency call-out rate referenced in this section.	25	$40.00	$ 1,000.00
			Total Cost Section(s) V and VI	$ 2,625.00

One (1) Year Total Cost (Sections I, II, III, V and VI)	$ 54,372.00
Transfer this Three (3) year amount to Appendix B- Response Form	$ 163,116.00

BAFO ITN 98598 Mold Remediation Services	One (1) Year Total Cost	Total Three (3) Year Cost
Servpro of Jacksonville South & Jacksonville East	$54,372.00	$163,116.00
BELFOR Property Restoration	$63,099.02	$189,297.06
PuroClean of Jacksonville South Bank	$97,360.00	$292,080.00
Original Pricing		
Servpro of Jacksonville South & Jacksonville East	$81,475.62	$244,426.86
BELFOR Property Restoration	$63,099.02	$189,297.06
PuroClean of Jacksonville South Bank	$97,360.00	$292,080.00
BAFO savings one (1) year	$8,727.02	
BAFO savings three ((3) year	$26,181.06	
Total Contract Value		$163,116.00

BAFO savings calculated from if the Award had been made to the original low bidder - BELFOR Property Restoration.

JEA
21 West Church Street
Jacksonville, FL 32202-3139
United States

Type	Contract Purchase Agreement
Purchase Order	188186
Revision	0
Order Created Date	03-MAR-2020
Buyer	Harper, Sheren
Telephone	(904) 665-7287
Email	HARPSB@JEA.COM
Revision Date	

Supplier: SERVPRO OF ARLINGTON/JACKSONVILLE EAST SOUTH
9378 ARLINGTON EXP #343
JACKSONVILLE, FL 32225
United States

Ship To	Bill To
JEA, CC6 44 West Ashley Street 6th Floor Jacksonville, FL 32202-3102 United States	acctpaycustsrv@jea.com

Customer Account No	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	918879	NET 30	Paid	DESTINATION		BEST WAY

Effective Start Date	Effective End Date	Amount Agreed (USD)
		163,116.00

Supplier Contact

Notes to Supplier:

THIS PURCHASE ORDER IS YOUR NOTICE TO PROCEED.

THE TERMS AND CONDITIONS OF SPECIFICATION ITN 98598 MOLD REMEDIATION SERVICES SUPERSEDE THE TERMS AND CONDITIONS CONTAINED ON THE LAST PAGE OF THIS PURCHASE ORDER.

INVOICES MUST BE SENT TO:

ACCTPAYCUSTSRV@JEA.COM

INVOICES SENT TO ANY OTHER E-MAIL ADDRESS WILL NOT BE PAID.

ALL INVOICES MUST REFERENCE THIS PURCHASE ORDER NUMBER

TO ASSURE ACCURATE DELIVERY AND PAYMENT, ALL INVOICES AND PACKING SLIPS MUST CONTAIN THE PURCHASE ORDER NUMBER, RELEASE NUMBER (if applicable), LINE NUMBER, AND SHIPMENT LOCATION.

SHIPMENTS WITH INCOMPLETE PACKING SLIP MAY BE REJECTED AND RETURNED AT THE SUPPLIER'S EXPENSE.

INVOICE AND PAYMENT INQUIRIES SHOULD BE ADDRESSED TO:

ACCTPAYCUSTSRV@JEA.COM

SUPPLIERS CAN LOOK UP THE STATUS OF SUBMITTED INVOICES BY NAVIGATING TO JEA.COM, ABOUT, PROCUREMENT, LOOK UP AND INVOICE.

OR

COPY AND PASTE THE TEXT LINK BELOW INTO THE ADDRESS BAR ON YOUR BROWSER:

https://www.jea.com/about/procurement/look_up_an_invoice/

Approving Authority

JGMcCollum

Jenny G. McCollum,
Chief Purchasing Officer

JEA AND ST JOHNS RIVER POWER PARK (SJRPP)
PURCHASE ORDER TERMS AND CONDITIONS

1 The term Company shall mean the legal person, firm, corporation or any other entity, or business relationship with whom JEA has issued a Purchase Order to or has executed a Contract with

2 Acceptance of this purchase order is limited to the terms on the face hereof and these Purchase Order Terms and Conditions. Additional or modified terms on Company.s form are objected to and rejected and shall be deemed a material alteration hereof.

3 TAX INSTRUCTIONS Do not include sales and use tax We remit tax directly to State of Florida Registration for JEA 85-8012753002C-9; for SJRPP TPP-0142 Certificate of FET exempt # for JEA 59-2983007, for SJRPP 59-2351813

4 JEA will issue payment to the Company for the amount requested in accordance with the payment terms listed herein following the date the invoice is received by JEA JEA may reject an improper invoice within 10 calendar days after receipt JEA will return the invoice to the Company stating the reasons for rejection Upon receipt of an acceptable revised invoice, JEA will issue payment to the Company for the revised amount within the original payment terms or 10 days, whichever is latest

5 JEA reserves the right to terminate all or part of this contract for its convenience In such event, Company shall immediately stop all work and observe any instructions from JEA as to work in process. Company shall be paid an equitable adjustment for work already performed

6 JEA may also terminate all or part of this contract for cause in the event of a default by Company. In such event, JEA shall not be liable to Company for any amounts, and Company shall be liable for, and shall hold JEA harmless from, any damages occasioned by the Company s breach or default If it should be determined that the JEA has improperly terminated this contract for default, such termination shall be deemed to be for JEA s convenience

7 Company warrants that all goods or services furnished hereunder shall be merchantable, and free from any defects in workmanship or material If Company has been informed of the use of the products, Company also warrants that the items furnished hereunder are suited and appropriate for such use Company shall indemnify and save the JEA harmless from any breach of this warranty, and no limitations on JEA s remedy in Company.s documents shall operate to reduce this indemnification Company shall extend all warranties it receives from its vendors to JEA. This warranty is in addition to all warranties contained under the law.

8 Company warrants that the prices quoted hereunder are the lowest prices inclusive of all applicable discounts for these or similar articles sold by the Company to other customers, and in the event of any price reduction between execution of the purchase order and delivery of the goods, JEA shall be entitled to such reduction

9 JEA may delay delivery or acceptance of goods in the event of any unforeseen event. Company shall hold the goods pending JEA s direction, and JEA shall be liable only for direct increased costs incurred by the Company by reason of JEA s instructions.

10 JEA or representatives shall be allowed access to Company s plants and to plants of Company s suppliers to expedite production and shipment of goods Company shall upon timely request furnish schedules and progress reports for JEA.s use in expediting

11 JEA shall have the right to make changes in this order at any time and Company agrees to accept such changes. In the event such changes result in decreased or additional costs, JEA shall make an equitable adjustment in the purchase price provided any additional costs are itemized for JEA by Company.

12 Company agrees to hold JEA harmless from any patent or similar proceedings which are based on products sold by the Company hereunder Company shall defend any such suits at its own expense, and JEA shall have the right to have such litigation monitored by its own counsel at the expense of Company.

13 For ten dollars ($10 00) acknowledged to be included and paid for in the purchase price and other good and valuable considerations, the Company shall hold harmless, defend and indemnify JEA (and if applicable, Florida Power & Light Company (.FPL.), for purchases pertaining to the St Johns River Power Park facility) 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 Company and any person or entity used by Company in the performance of this Purchase Order or associated Contract For purposes of this indemnification, the terms .JEA, and .FPL shall include their governing boards, officers, employees, agents, successors, and assigns. The indemnification shall survive the term of the Purchase Order or associated Contract for events that occurred during the term of this agreement This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Purchase Order or associated Contract.

14 In the event that Company.s performance or contemplated performance of services hereunder, by Company.s employees or by persons under contract to Company, is to be done on JEA s property Company agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of JEA Company shall maintain all necessary insurance coverages, including public liability and Worker.s Compensation insurance Company shall indemnify and save harmless and defend JEA from any and all claims of liabilities arising out of the work covered by this paragraph.

15 Payment for the goods delivered under this order shall not be deemed acceptance of such goods Goods shall only be deemed accepted when they have actually been counted, inspected and tested by the JEA and found to be in conformance with this order. However, failure to inspect or test by JEA shall not relieve the Company of any responsibilities hereunder

16 Time is of the essence on this contract Company shall take all reasonable actions, including but not limited to use of overtime and shipment by expedited means, all at Company s expense to meet promised delivery.

17 This purchase order shall be governed by the laws of the State of Florida All goods or services offered by Company pursuant to this contract shall comply with, satisfy and be subjected to all applicable codes, ordinances, rules and regulations of any governmental authority having jurisdiction, including the Florida Public Records law

18 Material Safety Data Sheets (MSDS) must accompany shipments of any items containing toxic substances listed in Chapter 442, Florida Statutes.

19 This purchase order and any documents referred to on the face hereof and these Purchase Order Terms and Conditions constitute the entire agreement between the parties and can only be modified by change order No part of this order may be assigned or subcontracted without the prior written approval of JEA Any monies due JEA from Company can be set off from any monies due Company from JEA whether or not under this contract JEA s failure to insist on any right shall not operate as a waiver of any other right.

SERVPRO

SERVPRO® of Arlington/Jacksonville East
SERVPRO® of Jacksonville South

August 28, 2020

David Smith
Contract Administration Coordinator
City of Jacksonville
Public Buildings Division
555 West 44th Street
Jacksonville, FL 32208

David,

As per our discussions, Servpro of Arlington/Jacksonville East & Jacksonville South (Renovo Services, Inc.) would like to invite the City of Jacksonville to piggyback on the agreement with JEA (#ITN98598) for remediation and services under the same pricing, terms and conditions of that agreement.

Please let me know if you need any additional information or if you have any questions.

Thank you for your assistance.

Sincerely

Pauline

Pauline Gerry
Servpro Arlington/Jacksonville East &
Jacksonville South
Director of Marketing & Business Development
904-728-4722
Pauline@spjax.com