ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Finance
Risk Management Division
117 W. Duval Street, Suite 335
Jacksonville, FL 32202
(904) 255-5327
www.coj.net

To: Gregory Pease, Chief of Procurement

From: Twane Duckworth, Chief of Risk Management
James Taylor, Senior Safety Officer

Re: One Year Renewal of Industrial Performance Program under JEA contract #177014

Date: 6/23/20

The Risk Management Division is requesting approval to procure services from Unify Health Services for an Industrial Performance Program designed to promote prevention of workplace injuries and a more effective Worker's Compensation experience. The proposed renewal contract with the City of Jacksonville is for $95,000.

Pursuant to 126.211(a) and 126.309(a) of the Ordinance Code, and Section XI, Piggybacking of the Procurement manual, please note the following:

1. Unify Health Services currently has a competitively procured contract identified as JEA Contract #177014.
2. This contract period is covered from October 15, 2018 to October 14, 2021.
3. Risk Management has two one-year renewal options in the present Unify contract.
4. Risk Management has reviewed Unify Health's proposed services and terms/conditions.

I respectfully request an award, pursuant to the authority stated above, to exercise the first of two one-year renewals to the contract with Unify Health Services for a period of one year from October 1, 2020 through September 30, 2021 to be executed by formal contract. This contract will be paid out of AFRM561LP – 3109. (56101 112005 531090 00000 00000000 00000)

Please find the attached:

Exhibit A – Interest Letter and Program Price Quote
Exhibit B – Unify Health Services Contract from JEA ITN Solicitation #116-18

Taylor, James

From: Kelly Ingram-Mitchell <Kelly@unifyhs.com>
Sent: Saturday, June 6, 2020 9:51 AM
To: Taylor, James
Cc: Duckworth, Twane
Subject: Confirming our Program continuation and interests for 2020-2021
Attachments: Proposal.IPP.UHS.City of Jacksonville.5.22.2020.pdf

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

James- Please accept this email and proposal. Unify Health Services intends to continue working on best in practice methods to perform the IPP Program within the assigned COJ present locations. Attached is our proposal with no change in any proposed fees. It remains a $95,000 annual fee for services rendered. I have added a bottom column noting that in the event the city would like to use our onsite healthcare professional team at the assigned onsite locations and or others to perform prevention COVID temperature checks instead of IPP until we return to phase 3 or thereafter of the COVID city plan, we are happy to do so and we incur no additional charges but utilized these hours as requested. If you have any questions, please call me on my cell to ensure that we can discuss and revise as necessary to meet any deadlines you may have.

Have a great weekend ,

Kelly Ingram-Mitchell, MPT,CEAS
President
Unify Health Services, LLC
12276 San Jose Blvd, Ste 724
Jacksonville, Florida 32223
D. 904-635-4638
www.Unifyhs.com | Kelly@Unifyhs.com

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THE KEY TO A HEALTHIER WORKFORCE

Call: 1-888-314-5571 | Email:Referrals@Unifyhs.com

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Proposal
Industrial Performance Program
For
City of Jacksonville

May 22, 2020

Submitted by: Kelly Ingram Mitchell
Unify Health Services

Partner/Client	City of Jacksonville
Client's administrator	Twane Duckworth James Taylor
Project name	Industrial Performance Program (IPP)-
Engagement duration	1 year
	On or before August 2020

Company Overview and Services

This is intended to provide a company overview and a Statement of Work for an Industrial Performance Program (IPP) Pilot for City of Jacksonville. Unify Health Services is a national organization that brings a team with over 70 years' experience collectively in prevention, disability and work injury management. President, Kelly Ingram-Mitchell, MPT, CEAS, CWcHP spearheads all clinical programs developed. Her clinical experience spans her greater than 20+ years of field work, capacity testing, employer consulting, functional training and research. She has developed and managed successful IPP programs with employers in a variety of industrial settings.

Our innovative workforce solutions combat employer's rising healthcare and claims costs and promote a safer environment and healthier lifestyle.

- We partner with employers who understand the importance of investing in the longevity and sustainability of their employees. Creating effective pathways between HR, Safety, Risk is our value proposition.
- We provide the key services needed to mitigate injuries for a multigenerational workforce, allowing employers to obtain their highest return on their human capital.

Differentiator: We are the only organization that focuses on both pre-and post-injury solutions. This allows us to provide our partners with customized and tailored programs that not only meet their current needs but evolve along with their organization.

Unify Health Services, LLC offers a variety of services to our clients and are particularly skilled in the following specialties:

Pre-Injury Services

- Industrial Performance Program
- Ergonomic Assessments and Training
- Physical Demand Analysis
- Post Offer Employment Testing
- Safety Programs
- Wellness & Stretch Programs

Post-Injury Services

- Physical & Occupational Therapy
- Functional Capacity Evaluations
- Return to Work Programs
- Fit for Duty Test

Statement of Work

This is intended to outline the Industrial Performance Program's (IPP) deliverables, timelines, Pilot start up fees and program benefits for City of Jacksonville and their employees.

Goal: The Industrial Performance Program (IPP) is specifically designed to prevent injury occurrence, promote safety awareness, enhance employee health, reduce recordables and provide quantifiable data to substantiate program impact.

Objective: Our objective is to provide skilled *Industrial Specialist(s) to provide IPP services at select City of Jacksonville worksites. Industrial Specialist(s) provide first aid measures (under OSHA guidelines) that minimize and prevent progressive muscle and joint pain discomfort and focus on proper functional movement techniques and ergonomics.

*Athletic trainers are distinctly qualified for this role as they utilize the same skills in caring for an injured athlete and their recovery to return to sport as used to assist an employee at work who may present with muscle or joint aches or pains. The training, education, medical knowledge and diverse skills of athletic trainers make them ideal health care providers to implement, manage and conduct successful Industrial Performance programs (IPP).

Benefits:

- Creates and fosters a safety and wellness culture within City of Jacksonville
- Demonstrates management's commitment to City of Jacksonville employees' wellbeing
- Prevents long-term absences from the workplace and development of chronic illness
- Provides alternative working techniques/methods that minimize risk of injury
- Alleviates present musculoskeletal pains, discomforts soreness and/or swelling
- Allows for one-on-one coaching with an Industrial Specialist- Certified Athletic Trainer (ATC)

Program Components:

- Job coaching: one-on-one or crew
- Exercise and stretch components
- Workplace and home postural and mechanical training
- Soft tissue management
- Ergonomic adjustments and coaching on the job
- Identification and elimination of risk of injury

Deliverables

Unify Health Services team will spearhead program facilitation and management along with designated City of Jacksonville team.

Phase 1: Return to Site assigned pre COVID 19 within City of Jacksonville- identify best date to return to each assigned site post COVID19. Implement a safety protocol per site and provide instruction to site on how IPP will be implemented to site. Create a time frame to perform monthly and quarterly assessments of program.

Ensure all PPE is in place and determine if team will too be providing masks and gloves for any employee seen within IPP. In addition to temp checks at employee entrance identify if there is a need for employee checks prior to session beginning with clinician.

Phase 2: Focus on Increasing IPP population working with supervisors, managers, and risk team to identify how to continue to educate employees and prevent any gaps from preinjury to post injury.

Phase 3: Continue to grow program and implement custom needs per site specific to IPP

- To determine best actions, forward IPP audit and assessment needed modification, YTD claims analysis discussions with City of Jacksonville on best method to perform successful launch
- Set IPP quarterly reporting and continued outreach plan and launch quarterly review
- Identify alternative programs such as work simulation and conditioning that may be of benefits to IPP

Company Name:		Unify Health Services		
Section 1 - IPP services per site as described in Appendix A - Technical Specifications				
Item No.	Description	Monthly Price	1 Year Estimated Quantity	Extended Price
1	IPP Services - Minimum of 4 hours two (2) days per week at TBD	$ 1,760.00	12	$ 21,020.00
2	IPP Services - Minimum of 4 hours two (2) days per week at TBD	$ 1,760.00	12	$ 21,020.00
3	IPP Services - Minimum of 3.5 hours two (2) days per week at TBD	$ 1,540.00	12	$ 18,480.00
4	IPP Services – Minimum of .5 up to 1 hr for (2)days virtual and or site s	$ 873.00		$ 10,480.00
Section 2 - Additional services and materials as described in Appendix A - Technical Specifications				
Item No.	Description	Unit Price	Estimated Quantity	Extended Price
1	PPE Cost as appliable for employee use during IPP sessions UHS will provide our own PPE TBD			
2	Monthly Management Fee	$ 2,000.00	12	$ 24,000.00
Bid Total - Transfer one (1) year total to Appendix B - Response Form				
Annual Response Price (1 Year)				$ 95,000.00
Total Response Price for one (1) Year - Transfer this total to Appendix B - Response Form				$ 95,000.00
Section 3 - OPTIONAL PRICING - NOT INCLUDED IN TOTAL BID PRICE				
Item No.	Description			Unit Price
1	Physical Therapy Assessment or Initial Evaluation			$ 85.00
2	Physical Therapy Visits			$ 50.00
4	Additional ATC hours on weekends or during a storm event			$ 60.00
5	These individuals at same fees and hours above can be utilized during COVID 19 for temperature checks and or other COVID Prevention initiatives required by site in replace of IPP services if company requests.			0.00

Thank you for this opportunity. Please let me know next steps.
Respectfully Submitted,

Kelly Ingram-Mitchell, MPT, CEAS,
President of Unify Health Services LLC.

CONTRACT
BETWEEN
JEA
AND
UNIFY HEALTH SERVICES LLC
JEA CONTRACT # 177014

THIS CONTRACT is effective as of this 17 day of October 2018, (the "Effective Date"), by and between **JEA**, a body politic and corporate, with its principal address at 21 W. Church Street, Jacksonville, FL 32202, and **UNIFY HEALTH SERVICES LLC**, a corporation existing under the laws of the State of Florida, with its principal office located at 2980 Hartley Road, Ste. 301, Jacksonville, FL 32257 and a mailing address of 450-106 State Rd 13 Ste. 147, Jacksonville, FL 32259(the "Company").

WITNESSETH

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

WHEREAS, JEA invited vendors to participate in the ITN process, and those vendors that qualified were asked to submit their best and final offer ("the BAFO") for JEA's **"Industrial Performance Program Services"** (the "Service"); and

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

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

AGREEMENT

1) JEA hereby engages the Company and the Company hereby accepts said engagement for the purpose of performing the Work, as described in (i) JEA Solicitation # 116-18 designated as **"Industrial Performance Program Services"** , as modified by Addendum Number 1 dated August 6, 2018, Addendum Number 2 dated August 9, 2018, Addendum Number 3 dated September 6, 2018, by (the "ITN"), and (ii) the Company's BAFO dated September 6, 2018, attached hereto as **Exhibit A.**
2) The Services shall be performed strictly in accordance with the ITN, as amended by Addenda, associated Technical Specifications, this Contract and **Exhibit A-B**, and all Purchase Orders issued pursuant to this Contract (collectively, the "Contract"), all of which are hereby specifically made part

hereof by reference to the same extent as if fully set out herein. JEA's Maximum Indebtedness under this Contract shall not exceed **Three Hundred Fifty Seven Thousand One Hundred Twenty and 00/100 Dollars ($357,120.00)**, at and for the prices stated in **Exhibit B**.

3) 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 ending **October 14, 2021**, or until the Contract's Maximum Indebtedness is reached, whichever occurs first. JEA reserves the right to renew this Contract for two (2), one (1) year renewals. This Contract, after the initial year, shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract.

4) On faithful performance of this Contract, JEA will pay the Company in accordance with the terms and on the conditions stated in the Contract.

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

In the case of JEA:

JEA
Attn: Paul Thomas
21 W. Church Street, T-3
Jacksonville, FL 32202
Ph: 904-665-4225
thompm@jea.com

and to:

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

In the case of Company:

UNIFY HEALTH SERVICES LLC
Attn: Kelly Ingram-Mitchell
450-106 State Rd 13
Ste. 147
Jacksonville, FL 32259
Ph: 904-635-4638
kelly@unifyhs.com

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

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

ATTEST:

By: Cindy Yeager

Name: Cindy Yeager

Title: Administrator

Date: 10/15/18

UNIFY HEALTH SERVICES LLC

By: Kathryn Kelly Ingram

Name: Kathryn Kelly Ingram

Title: President

Date: 10-15-18

ATTEST:

By: M. Scarboro

Name: Maurice Scarboro

Title: Contracts Associate

Date: 10/15/18

JEA

By: Jenny McCollum

Jenny McCollum

Director, Procurement Services

Date: 10/15/18

Approved by the JEA Awards Committee on Thursday, September 20, 2018, Award Item No. 8

EXHIBIT A

ADDENDA, SOLICITATION, & TECH SPECS

Building Community®

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

September 25, 2018

ADDENDUM NUMBER: ONE (1)

TITLE: ITN 116-18 Industrial Performance Program Services

PROPOSAL DUE DATE: August 14, 2018

TIME OF RECEIPT: 12:00 PM EST

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

1. **Question:** Can you give an approximate headcount number on how many JEA employees will be supported by the IPP program?

   Answer: The approximate headcount of employees supported by the IPP program will be 700.

Building Community®

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

September 25, 2018

ADDENDUM NUMBER: Two (2)

TITLE: ITN 116-18 Industrial Performance Program Services

PROPOSAL DUE DATE: August 14, 2018

TIME OF RECEIPT: 12:00 PM EST

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

1. **Question:** Are there set asides or additional points granted to responding businesses that are qualified women owned small businesses or service disabled veteran owned small businesses, or small businesses certified in the 8(a) Business Development Program or the HUBZone Program? If yes, what amount?

   Answer: No. We will not be awarding extra points for these programs.

2. **Question:** Will you only be accepting bids from respondents that attended the pre-bid mandatory meeting either in person or by phone?

   Answer: Yes.

3. **Question:** If you are able to, please share with us any information on the financial and other contractual terms of your current program administered by Unify Health.

   Answer: The current services are authorized by a purchase order which contains our standard terms and conditions. The monthly rate for the existing contract is $10,300.00.

4. **Question:** Could you provide us with the details of the Performance Criteria per sections 2.2.15-18 (p. 21 of RFP)?

   Answer: The project manager for the contract will meet as needed with the Company and evaluate their performance. If there are any deficiencies the Company will work to remedy them and improve their performance metrics.

5. **Question:** Appendix B – Response Workbook: The Bid Total – do you want us to include the one-time Implementation/Set-up Fees in the Annual and Total Response Price? Or is it just the Extended Price for the four sites and the Monthly Management Fee?

   Answer: The Company should only fill in the yellow cells on the Bid Workbook. The Implementation/Set up fees will be a one-time fee for the duration of the contract for all four sites. We are looking for the one time set up fee as a standalone price for equipment (table, warmer, basic supplies etc). It is not part of the monthly mgmt. fee for a site.

6. **Question:** Appendix B – Response Workbook: Section 3 Optional Pricing – Ergonomic Assessments: do you want those quoted on an hourly basis? (ergo assessments can be straight forward or fairly complex, depending on what the objective is)?

   Answer: The ergonomic assessments are for the office environment not the field. Primarily cubicle set up/workstation layouts/body positioning/posture etc. Normally 45 minutes of on-site evaluation and discussion with the employee and a short written report with your findings and recommendations made to the employee. An hourly fee can be applied.

7. **Question:** Approximately how many service employees are there by Service Center location?

   Answer: WSSC: 210; SSSC: 90; Northside: 200; Pearl Street: 180 (note that the typical volume is 2-4 employee vists per month at each site).

8. **Question:** Please list the main job titles for each Service Center location?

   Answer: The job titles are listed below. Each job has 10 or more listed in that position.

WSSC	SSSC	NGS	PSSC
Linemaintainer	Linemaintainer	Mechanical Technician	Maintenance Mechanic UIS
Apprentice Linemaintainer	Apprentice Linemaintainer	Material Handler Operator Maintainer I	Apprentice Maintenance Mechanic UIS
Construction & Maintenance Working Foreman	Construction & Maintenance Working Foreman	Power Plant Operator	Utility Field Technician
Network and Cable Splicing Technician		Electrical Technician	Utilities Pipefitter Crew Leader
Utility Locator		I&C Technician	
Inventory Control Technician		Unit Operator	

9. **Question:** Which Service Centers, if any, are unionized and through which unions?

   Answer: All are unionized. IBEW, LIUNA and JSA (Jacksonville Supervisor Association) would cover 90%+.

10. **Question:** I didn't see where the "lead consultant" was addressed. I recall discussing it while in the meeting and I thought it would be on the addendum. I may have missed something, however, I needed to double check on the outcome with that- if you could remind me please? It was located on the 116-18 Appendices that was sent along with the response workbook. The "lead consultant" can be found on page 2 of that document. I have also included a snippet below for quick reference.

    Answer: In regards to the lead consultant on the two reference sections of the Minimum Qualification Form the company should list the primary contract for that specific account reference.

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE RESPONSE FORM

SOLICITATION

FOR PARTICIPATION IN AN INVITATION TO NEGOTIATE

INDUSTRIAL PERFORMANCE PROGRAM SERVICES

JACKSONVILLE, FL

SOLICITATION NUMBER 116-18

MANDATORY PRE-RESPONSE MEETING
IN PERSON OR BY TELECONFERENCE

PRE-RESPONSE MEETING DATE: AUGUST 2, 2018

PRE-RESPONSE MEETING TIME: 3:30 P.M. EST

DIAL IN: 1.888.714.6484

PASSCODE: 992663

MANDATORY PRE-RESPONSE MEETING LOCATION: JEA CUSTOMER CENTER, PROCUREMENT BID OFFICE, 21 W. CHURCH STREET, 1st FLOOR, ROOM 002 JACKSONVILLE, FL 32202

RESPONSES ARE DUE ON AUGUST 14, 2018 BY 12:00 P.M. EST

DIRECT DELIVERY OR MAIL TO JEA BID OFFICE, CUSTOMER CENTER 1st FLOOR, ROOM 002

21 W. CHURCH STREET, JACKSONVILLE, FL 32202

JEA WILL PUBLICLY OPEN ALL RESPONSES RECEIVED FROM QUALIFIED RESPONDENTS

AUGUST 14, 2018, 2:00 P.M. IN THE JEA BID OFFICE, CUSTOMER CENTER 1ST FLOOR, ROOM 002, 21 W. CHURCH STREET, JACKSONVILLE, FL

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Solicitation

1. INTENT TO NEGOTIATE

1.1. INVITATION

1.1.1. SCOPE OF WORK (ITN)

The purpose of this solicitation is to evaluate and select a Proposer that can provide Industrial Performance Program Services (IPP) at the best value to JEA (the "Work" or "Services"). "Best Value" means the highest overall value to JEA with regards to pricing, quality, design, and performance.

The goal of the JEA IPP Program is to provide an added value service to employees to support safety and wellness initiatives. The IPP services will be utilized to help prevent any type of future injuries, pre-existing exacerbation, provide employees a tool for safety enhancement in addition to providing occupational and at home education. The IPP service enables JEA through specified protocols to work directly with employees and address as appropriate any employee concerns related to physical demands and/or wellness. The provided services will consist of accepted methods and techniques for prevention of repetitive motion injuries (RMIs) and strive to improve worker health.

JEA is seeking Industrial Performance Program Services at the following sites:

- Pearl Street Service Center – 2434 N. Pearl Street, Jacksonville, FL
- Northside Generating Station – 4377 Heckscher Drive, Jacksonville, FL
- Southside Service Center – 2325 Emerson Street, Jacksonville, FL
- Westside Service Center – 6727 Broadway Ave, Jacksonville, FL

A more detailed description of the Work is provided in the Technical Specifications included as Appendix A to this ITN.

1.1.2. BACKGROUND

JEA owns, operates and manages the electric system established by the City of Jacksonville, Florida in 1895. In June 1997, JEA also assumed operation of the water and sewer system previously managed by the City. JEA is located in Jacksonville, Florida, where we proudly serve an estimated 458,000 electric, 341,000 water and 264,000 sewer customers. JEA is Florida's largest community owned utility and the eighth largest municipal in the United States.

1.1.3. INVITATION TO NEGOTIATE

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

JEA ITN Title: **Industrial Performance Program Services**

JEA ITN Number: **116-18**

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

Response Due Time: **12:00 P.M. EST**- ALL LATE RESPONSES FOR WHATEVER REASON WILL BE REJECTED.

Response Due Date: **August 14, 2018**

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 placed in an envelope marked to identify this ITN and delivered or mailed to:

JEA Procurement, Bid Office, 21 West Church Street, Customer Center 1st Floor, Room 002, Jacksonville, FL 32202

The Respondent shall be solely responsible for delivery of its Response to the JEA Bid Office. Please note, JEA employs a third party courier service to deliver its mail from the local U.S. Post Office (USPS) which could cause a delay of Response delivery if mailed through the USPS. Therefore, JEA recommends hand delivery to the JEA Bid Office. Reliance upon the USPS, the courier service employed by JEA, or public carriers is at the Respondent's risk. Responses are due by the time and on the date listed above.

1.1.4. QUESTIONS (ITN)

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

For Procurement Questions:

Buyer: ELAINE SELDERS

E-mail: SELDEL@JEA.COM

Technical Questions:

Contact: PAUL THOMAS

E-mail: THOMPM@JEA.COM

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

There will be a mandatory Pre-Response meeting. All interested parties must attend or call into the Pre-Response meeting. Each Respondent will be required to sign in at the beginning of the meeting. A Respondent shall only sign in representing one company, unless otherwise specified by JEA. A roll call will begin for the teleconference attendees at the beginning of the meeting. Respondents not attending the Pre-Response meeting shall have their Responses rejected.

Respondents shall be on time to the Pre-Response meeting. Respondents not arriving or answering the roll call on time for the meeting may have their Responses rejected.

PLEASE BE AWARE DUE TO JEA SECURITY 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 PRE-RESPONSE MEETING ON TIME.

PRE-RESPONSE MEETING TIME: **3:30 P.M. EST**

PRE-RESPONSE MEETING DATE: **August 2, 2018**

DIAL IN: **1.888.714.6484**

PASSCODE: **992663**

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

1.1.6. OPENING OF RESPONSES

All Responses received shall be publicly announced and recorded at 2:00 PM on **August 14, 2018** in the JEA Bid Office, 21 West Church Street, Customer Center, 1st Floor, Room 002, Jacksonville, FL 32202. At the opening of the Responses, a JEA representative will publicly open each Response that was received prior to the due date and time, except for those Responses that have been properly withdrawn. JEA has the right to waive any irregularities or informalities in the Responses.

1.1.7. ALTERNATE PROVISIONS AND CONDITIONS

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

1.2. 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. JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Respondent meets the requirements stated below. A Respondent not meeting all of the following criteria will have their Response rejected:

- The Company principal shall have received an advanced degree in a related healthcare field as defined in the scope of work such as physical or occupational therapy. Provide details on Appendix B – Minimum Qualification Form.

- The Respondent shall provide two (2) account references for similar services as referenced in Appendix A – Technical Specifications. References should cover work within the last three (3) years ending June 30, 2018.

    - A similar account is defined as Industrial Performance Program services as described in the Technical Specifications stated herein.

    - 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. NUMBER OF CONTRACTS TO BE AWARDED

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

1.2.3. REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE

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

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

- Minimum Qualifications Form- This form can be found in Appendix B of this ITN
- Response Form- This can be found in Appendix B of this ITN
- Response Workbook - This can be found in Appendix B of this ITN
- List of JSEB Certified Firms (if any)
- List of subcontractors/Shop Fabricators (if applicable)

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

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

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

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

1.2.4. INSURANCE REQUIREMENTS

Prior to JEA issuing a Purchase Order to the Respondent to begin the Work or Services, the Respondent shall submit a certificate of insurance (COI) that is in compliance with amounts and requirements as indicated in the Section 2 below, titled "Insurance Requirements". **Note that the COI shall specifically indicate JEA as an additional insured on all required insurance except Worker's Compensation. Furthermore, waiver of subrogation shall be provided for all required insurance in favor of JEA, including its board members, officers, employees, agents, successors, and assigns.**

1.3. EVALUATION METHODOLOGY

1.3.1. BASIS OF AWARD - HIGHEST EVALUATED

JEA will Award a Contract to the responsive and responsible Respondent whose Response meets or exceeds the Minimum Qualifications and meets current JEA cloud security requirements set forth in this Solicitation, and whose Response receives the highest number of points for the Selection Criteria stated herein. The Minimum Qualification form and Cloud Evaluation Matrix are located in Appendix B.

If the Contract Award is based on price only, JEA will use the Respondent's Total Bid Price stated on the Response Form/Bid Form when making price comparisons for Award purposes.

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)

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

1.4.2. QUOTATION OF RATES

Maximum score for criterion is: 35 Points

Respondent shall provide a firm-fixed price quote for all Work in this ITN by completing the enclosed Response Form. The prices shall include all profit, taxes, benefits, travel, and all other overhead items. Please note, that the Respondent's total price cannot be increased during the BAFO process.

Total cost for three (3) years of Industrial Performance Program services. Transfer total from Appendix B – Response Workbook.

	Three (3) year total
	$_____

Please note, the prices quoted by Respondent on the Response Form must be firm-fixed prices, not estimates.

1.4.3. PROFESSIONAL EXPERIENCE AND LOCATION OF PROFESSIONAL PERSONNEL

Maximum score for criterion is: 25 POINTS

The Respondent shall provide the resume of the Company president, CEO or principle available to work on the JEA engagement. **The points for this section will be awarded as follows: Five (5) Points for**

years of experience, five (5) Points for depth of experience and fifteen (15) Points for proximity to JEA.

At minimum, the resumes shall present the employee's name, title, work location, availability, years of service with the company, applicable professional registrations, education, and work experience. The resumes shall be no more than two (2) pages in length, single sided, and on 8.5" by 11" sized paper. If the resumes contain more than two (2) pages, only the information contained on the first two (2) pages will be evaluated by JEA.

1.4.4. PAST PERFORMANCE/COMPANY EXPERIENCE

Maximum score for this criterion: <u>10 Points</u>

The two (2) account references provided in the Minimum Qualifications section of this ITN will be scored for points in this section.

At Minimum include the following information:

- Reference Company Name
- Reference Contact Person Name
- Reference Contact Person Name Phone and Email Address
- Describe how the project/contract is similar to JEA's Technical Specifications
- Number of employees included in the contract
- Annual value of the Contract
- Brief description of the scope and services included in the contract (not to exceed ten (10) lines)
- Client business sector, e.g. public, private, transportation, utility, financial services, etc.

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

Maximum score for this criterion: <u>30 Points</u>

Describe in your own format the Respondents approach to provide the services and manage the engagement described in the Scope of Work.

The work plan should include:

- For the two (2) referenced accounts listed in the section above, Respondent shall explain how the Respondent managed the engagement and provided injury prevention guidance, promoted safety awareness and wellness practices. As well, the Respondent shall describe the outcome of the program, including successes, challenges, and how the Respondent's work went beyond the project to achieve sustainable corporate goals.

- Describe in your own format your Company's approach to provide the services described in the technical specifications, and describe how this engagement will be managed. In addition to the services described, the Company should include information on any other specialized or added

value services that they believe would be of benefit to the JEA Safety Program and if the services would be included in the quoted rates or if there would be additional charges.

- Provide details on your company's organizational structure, certifications of employees and how you will manage the on-site staffing requirements for this service. Describe in detail the items and services included under the implementation and set up fees as well as what is included in the monthly management fee.

The response for this section is limited to a maximum of five (5) pages.

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 one (1) original Response, three (3) duplicates (hardcopies) and one (1) CD or flash drive. For the submitted electronic copy, the Respondent shall provide a tracked changes version of any terms and conditions comments and an excel version of the quotation of rates workbook. Combed binders are preferred. If there is a discrepancy between the electronic and the hard copy, the hard copy will prevail. JEA will not accept Responses transmitted via email. **IF RESPONDENT IS INTERESTED IN RECEIVING A RESPONSE FORM IN A WORD FORMAT, PLEASE EMAIL SELDEL@JEA.COM WITH THE REQUEST. REQUESTS MUST BE MADE NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE RESPONSE OPENING.**

1.6.2. ADDENDA

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

1.6.3. CONTRACT EXECUTION AND START OF WORK

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

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

1.6.4. DEFINED TERMS

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

1.6.5. 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. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

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

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

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

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

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

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

1.6.7. ETHICS

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

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

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

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

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

1.6.8. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.6.9. MATHEMATICAL ERRORS

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

1.6.10. MODIFICATION OR WITHDRAWAL OF RESPONSES

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

1.6.11. PROHIBITION AGAINST CONTINGENT FEES

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

1.6.12. PROTEST OF ITN AND AWARD PROCESS

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

1.6.13. RESERVATION OF RIGHTS TO JEA

This ITN provides potential Companies with information to enable the submission of written offers. This ITN is not a contractual offer or commitment by JEA to purchase products or services.
Responses shall be good for a period of ninety (90) days following the opening of the Responses.
JEA reserves the right to reject any or all Responses, or any part thereof, and/or to waive informalities if such action is in its best interest. JEA may reject any Responses that it deems incomplete, obscure or irregular including, but not limited to, Responses that omit a price on any one or more items for which prices are required, Responses that omit Unit Prices if Unit Prices are required, Responses for which JEA determines that the Response is unbalanced, Responses that offer equal items when the option to do so has not been stated, Responses that fail to include a Bid Bond, where one is required, and Responses from Companies who have previously failed to satisfactorily complete JEA contracts of any nature or who have been scored by JEA as "Unacceptable" and as a result, are temporarily barred from bidding additional work.
JEA reserves the right to cancel, postpone, modify, reissue and amend this ITN at its discretion.
JEA reserves the right to cancel or change the date and time announced for opening of Responses at any time prior to the time announced for the opening of Responses. JEA may Award the Contract in whole or

in part. In such cases whenever JEA exercises any of these reservations, JEA will make a commercially reasonable effort to notify, in writing, all parties to whom ITNs were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.6.14. SUNSHINE LAW

GENERAL

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

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

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

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

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

1.6.15. SUBCONTRACTORS

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

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

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

1.7.1. OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS PROGRAM

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

For more information regarding the JSEB program, please contact Rita Smith, JEA, JSEB Manager, 904-665-6257, sctotrl@jea.com.

2. CONTRACT TERMS AND CONDITIONS

2.1. CONTRACT DOCUMENT TERMS AND CONDITIONS

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

2.2. DEFINITIONS

2.2.1. 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."

2.2.2. 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.

2.2.3. ADDENDUM/ADDENDA

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

2.2.4. ANNIVERSARY DATE

The 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.

2.2.5. 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.

2.2.6. CONTRACT

An agreement between JEA and the Respondent, 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.

2.2.7. CONTRACT ADMINISTRATOR

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

2.2.8. CONTRACT AMENDMENT

A written document signed by JEA and the Company issued after the execution of the original Contract which authorizes an addition, deletion or revision of the Scope of Work, or an adjustment in the Contract Price or the Term of the Contract. Contract Amendments do not authorize expenditures greater than the monies encumbered by JEA, which is stated on the associated Purchase Order(s). An executed Contract Amendment resolves all issues related to the Contract Price and the Term of the Contract.

2.2.9. 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.

2.2.10. 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.

2.2.11. DEFECT

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

2.2.12. 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".

2.2.13. 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.

2.2.14. JEA

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

2.2.15. JEA REPRESENTATIVES

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

2.2.16. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER

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

2.2.17. PERFORMANCE - TOP PERFORMANCE/PERFORMER

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

2.2.18. PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER

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

2.2.19. 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.

2.2.20. RESPONSE

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

2.2.21. RESPONDENT

The respondent to this Solicitation.

2.2.22. SUBCONTRACTOR

The legal person, firm, corporation or any other entity or business relationship that provides a portion of the work, or provides supplies and materials, to the Company which has an executed Contract with JEA. JEA is not in privity of contract with the Subcontractor.

2.2.23. SOLICITATION

The documents (which may be electronic) issued by JEA's Procurement Department to solicit Bids from Bidders 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.

2.2.24. 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.

2.2.25. TERM

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

2.2.26. UNIT PRICES

The charges to JEA for the performance of each respective unit of Work as stated in the Response Workbook, Bid Form, or Proposal Form, and incorporated into the the Contract Documents.

2.2.27. WORK OR SCOPE OF SERVICES

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

2.3. CONTRACT DOCUMENTS

2.3.1. ORDER OF PRECEDENCE

The Contract shall consist of JEA's Contract and/or Purchase Order together with the Solicitation including, but not limited to, the 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:

- Contract Amendments
- Executed Contract Documents
- Exhibits to Contract Documents
- Addenda to JEA ITN
- Drawings associated with this ITN
- Exhibits and Attachments to this ITN
- Technical Specifications associated with this ITN
- ITN Solicitation
- References
- Company's Response

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

2.4. PRICE AND PAYMENTS

2.4.1. PAYMENT METHOD

JEA shall pay the Company in monthly installments for the Work rendered during the preceding month. Company shall invoice JEA in accordance with the rates stated on the Company's Response Workbook. Company's rates stated on the bid document shall include all profit, taxes, benefits, travel, and all other overhead items.

2.4.2. COST SAVING PLAN

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

2.4.3. 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.

2.4.4. INVOICING AND PAYMENT TERMS

Within sixty (60) days from completion of the Work, 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 address: JEA Accounts Payable, P.O. Box 4910, Jacksonville, FL 32201-4910.

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

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

Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the 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.

2.4.5. JSEB - INVOICING AND PAYMENT

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

2.4.6. OFFSETS

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

2.4.7. TAXES

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

2.5. WARRANTIES AND REPRESENTATIONS

2.5.1. WARRANTY

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.

2.6. INSURANCE, INDEMNITY AND RISK OF LOSS

2.6.1. INSURANCE

INSURANCE REQUIREMENTS

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

Workers' Compensation

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

Commercial General Liability

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

Automobile Liability

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

Excess or Umbrella Liability

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

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

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

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors'

Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 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.

2.6.2. INDEMNIFICATION (JEA STANDARD)

For ten dollars ($10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless and indemnify JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract.

2.6.3. RISKS AND PROPERTY

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

2.7. TERM AND TERMINATION

2.7.1. 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, or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole option to renew the Contract.

It is at JEA's sole option to renew the Contract for an additional two (2), one (1) year periods.

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

2.7.2. TERMINATION FOR CONVENIENCE

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

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

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

2.7.3. 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.

2.8. DATA PROTECTIONS

2.8.1. 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 or1heft 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.

2.8.2. 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.

2.9. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.9.1. PUBLIC RECORDS LAWS

Access to Public Records.

All Documents, data and other records received by JEA in connection with the Contract are public records and available for public inspection unless specifically exempt by law. The Company shall allow

public access to all documents, data and other records made or received by the Company in connection with the Contract unless the records are exempt from Section 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. JEA may unilaterally terminate the Contract 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". Bidder should only redact those portions of records that Bidder 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

2.9.2. 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 Work 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 Work, 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 Work, 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 Work 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 Work, or any part of the Work, 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 Work, 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 Work or will, at the Company's expense, replace the infringing items with noninfringing Work or make modifications as necessary so that the Work no longer infringes.

The Company will obtain and pay for all patent and other intellectual property royalties and license fees required in respect of the Work.

2.9.3. 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.

2.9.4. 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.

2.9.5. 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.

2.9.6. WORK MADE FOR HIRE

With the exception of Company's pre-existing intellectual capital and third-party intellectual capital as described in Intellectual Property, as stated herein, JEA shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to any project generated by the Work including, but not limited to, software, source code, reports, deliverable, or work product developed by the Company specifically for JEA in connection with the Work, and derivative works relating to the foregoing. Such Work shall include, but shall not be limited to, those reports and deliverables specified in the Contract Documents. The Company understands and agrees that the "work made for hire", or any portion of the Work, shall be a "work made for hire" for JEA pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but, previously developed by the Company specifically for other customers of the Company or for the purpose of providing substantially similar services to other Company customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of JEA deliverables are not deemed works made for hire by operation of law, the Company hereby irrevocably assigns, transfers, and conveys to JEA, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, the Company acknowledges that JEA shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. The Company agrees to execute any documents or take any other actions as may reasonably be necessary, or as JEA may reasonably request, to perfect or evidence JEA's ownership of the Work.

2.10. LABOR

2.10.1. 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.

2.10.2. 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.

2.10.3. 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.

2.10.4. HIRING OF OTHER PARTY'S EMPLOYEES

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two (2) years from the termination date of this Agreement. It shall not be considered a breach of this Section for either party to make employment solicitations to the general public or groups that may include employees of the other party. Nor shall it be considered a breach of this Section for either party to respond to, act upon, or accept

inquiries and applications resulting from, or make offers of employment resulting from, (i) such solicitations to the general public or groups or (ii) unsolicited employment inquiries or applications.

2.10.5. COMPANY'S LABOR RELATIONS

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

2.11. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.11.1. 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. JEA will run a seven (7) year background check on all Company employee's that apply for a JEA access badge.

An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com.

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

2.11.2. 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"). 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.

2.11.3. JEA CRITICAL INFRASTRUCTURE PROTECTION (CIP)

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

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

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

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

2.11.4. 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.

2.11.5. COMPANY REVIEW OF PROJECT REQUIREMENTS

The Company shall review the Work requirements and specifications prior to commencing Work. The Company shall immediately notify the Contract Administrator in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. JEA will promptly review the alleged

conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order as appropriate if JEA is in agreement with the alleged conflict, and issue revised specifications. Any Work the Company performs prior to receipt of approved Change Order will be at the Company's sole risk.

2.11.6. LICENSES

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

2.11.7. 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.

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

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

2.11.8. TELEPHONE CONSUMER PROTECTION ACT ("TCPA")

Company indemnifies, defends and holds JEA harmless from any and all claims associated with a violation of the Telephone Consumer Protection Act (eCFR Title 47 Part 64).

2.12. VENDOR PERFORMANCE EVALUATION

2.12.1. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard available which are available upon request.

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

Frequency of Evaluations

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

Unacceptable Performance

- If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have 10 days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- Within 30 days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.
- If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have 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.

- In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.
- If the Company receives five 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.

2.13. JEA RESPONSIBILITIES

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

2.13.2. 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.

2.13.3. COORDINATION OF SERVICES PROVIDED BY JEA

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

2.14. 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. 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.

2.14.5. DELAYS

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

2.14.6. DISPUTES

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

2.14.7. 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.

2.14.8. 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.

2.14.9. HEADINGS

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

2.14.10.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.

2.14.11.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.

2.14.12.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.

2.14.13.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.

2.14.14.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.

2.14.15.REFERENCES

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

2.14.16.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; backcharge 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.

2.14.17.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.

2.14.18.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 Work under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

2.14.19.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.

2.14.20.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.

2.14.21. TIME OF ESSENCE

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

2.14.22. WAIVER OF CLAIMS

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

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

3. APPENDIX A - TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

4. APPENDIX B – FORMS

APPENDIX A – TECHNICAL SPECIFICATIONS
ITN 116-18 INDUSTRIAL PERFORMANCE PROGRAM

Scope of Work

The purpose of this solicitation is to evaluate and select a Proposer that can provide Industrial Performance Program Services (IPP) at the best value to JEA (the "Work" or "Services"). "Best Value" means the highest overall value to JEA with regards to pricing, quality, design, and performance.

The goal of the JEA IPP Program is to provide an added value service to employees to support safety and wellness initiatives. The IPP services will be utilized to help prevent any type of future injuries, pre-existing exacerbation, provide employees a tool for safety enhancement in addition to providing occupational and at home education. The IPP service enables JEA through specified protocols to work directly with employees and address as appropriate any employee concerns related to physical demands and/or wellness. The provided services will consist of accepted methods and techniques for prevention of repetitive motion injuries (RMIs) and strive to improve worker health.

JEA is seeking Industrial Performance Program Services at the following sites:

- Pearl Street Service Center – 2434 N. Pearl Street, Jacksonville, FL
- Northside Generating Station – 4377 Heckscher Drive, Jacksonville, FL
- Southside Service Center – 2325 Emerson Street, Jacksonville, FL
- Westside Service Center – 6727 Broadway Ave, Jacksonville, FL

General Requirements

- Provide an onsite IPP that includes a comprehensive approach to injury prevention, safety and wellness. The program shall include a set criteria program that has been outlined, researched and benchmarked as well as demonstrates significant preventative outcomes. The service shall include one on one or group interventions onsite at designated locations.

- Provide reports, dashboards, presentations, videos, ergonomics solutions, physical demands and other material and programs to JEA on an as needed basis.

- Provide certified athletic trainers (ATCs) to perform the IPP services at the specified JEA onsite locations. The program shall require a minimum of two (2) ATCs to provide the industrial performance services. The two (2) ATCs will split their time between the four (4) JEA locations.

- Have the capabilities to expand program to include Ergonomics, Physical Demand Analysis (PDA), stretch programs designed around PDAs, Return to Work, Work Fit, Wellness Coaching, and Rehabilitation onsite.

- Insure adequate staffing to perform the services required by JEA at multiple sites.

- Notify JEA immediately of any changes in personnel assigned to this account.

- Conduct employee surveys and quarterly meetings with JEA to ensure program is successful.

Program Engagement and Reporting

The Company shall maintain a log for each JEA employee visit. A quarterly IPP report (Powerpoint or equivalent) will be provided for each site and all data will be aggregated. Individual data shall not be included or

shared in these reports. In addition, the service provided will provide trends and metrics including engagement and program outcome reports.

Basic Program Service Description

- Any employee with muscle discomfort or fatigue will be eligible to participate.
- The IPP services will include checks and balances throughout the program to monitor the employee's progress and determine program actions are appropriate.
- Participation in the IPP will have a structured criteria including the following:
    - JEA employees are allowed two (2) visits per week, with visits typically lasting 15-60 minutes
    - After the initial visit a two (2) day, two (2) week and 30 day follow up appointment will be scheduled
    - Participation in IPP may last up to 4 weeks at which time they are either discharged or referred to JEA's medical clinic.

Implementation/Site Set up Fees

The Implementation and site set up fees shall include any additional fees not included in the monthly management fee. These shall include but are not limited to the following: recruitment, staff training, exam tables, hydroculators, cold packs, tape and any other general supplies required to perform these services.

Work Schedule

Services will be provided during JEA's regular weekday business hours which typically range from 6:00am to 4:30pm depending on the time of the year and operational requirements. The Company will provide services at the beginning and end of the work-shifts with some time allotted for field services at Pearl Street, Southside and Westside Service Centers. Northside Generating Station services shall be provided mid-day to accommodate for operational needs. The Company will provide an hourly rate to provide these services. JEA estimates it will require two shifts per week at the locations listed below:

- Pearl Street Service Center – Seven (7) hours/week over two (2) days
- Northside Generating Station – Nine (9) hours/week over two (2) days
- Southside Service Center – Ten (10) hours/week over two (2) days
- Westside Service Center – Ten (10) hours/week over two (2) days

EXHIBIT B

COMPANY'S BID FORM

BAFO APPENDIX 3 - APPENDIX B - RESPONSE FORM
ITN 116-18 INDUSTRIAL PERFORMANCE PROGRAM

RESPONDENT INFORMATION:

COMPANY NAME: Unify Health Services, LLC

BUSINESS ADDRESS: 2970 Hartley Road

CITY, STATE, ZIP CODE: Jacksonville Florida 32257

TELEPHONE: 888-314-5571

FAX: 904-518-3731

NAME & EMAIL OF CONTACT: Kelly Ingram-Mitchell Kelly@unifyhs.com

WEBSITE: **www.unifyhs.com**

QUOTATION OF RATES (35 Points)

Respondent shall provide a firm-fixed price quote for all Work in this ITN by completing this Form. The prices shall include all profit, taxes, benefits, travel, and all other overhead items. Please note, that the Respondent's total price cannot be increased during the BAFO process.

Total cost for three (3) years of Industrial Performance Program services. Transfer total from Appendix B – Response Workbook.

	Three (3) year total
	$ 357,120.00

Please note, the prices quoted by Respondent on the Response Form must be firm-fixed prices, not estimates.

PROFESSIONAL EXPERIENCE AND LOCATION OF PROFESSIONAL PERSONNEL (25 Points)

The Respondent shall provide the resume of the Company president, CEO or principle available to work on the JEA engagement. **The points for this section will be awarded as follows: Five (5) Points for years of experience, five (5) Points for depth of experience and fifteen (15) Points for proximity to JEA.**

At minimum, the resumes shall present the employee's name, title, work location, availability, years of service with the company, applicable professional registrations, education, and work experience. The resumes shall be no more than two (2) pages in length, single sided, and on 8.5" by 11" sized paper. If the resumes contain more than two (2) pages, only the information contained on the first two (2) pages will be evaluated by JEA.

PAST PERFORMANCE/COMPANY EXPERIENCE (10 Points)

In addition to the two (2) project references provided in Section 1.2.1, Minimum Qualifications, provide a list of four (4) similar projects/contracts within the last five (5) years as of the Response due date.

At Minimum include the following information:

- Reference Company Name
- Reference Contact Person Name
- Reference Contact Person Name Phone and Email Address
- Describe how the project/contract is similar to JEA's Technical Specifications
- Number of employees included in the contract
- Annual value of the Contract

- Brief description of the scope and services included in the contract (not to exceed ten (10) lines)
- Client business sector, e.g. public, private, transportation, utility, financial services, etc.

ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS (30 Points)

Describe in your own format the Respondents approach to provide the services and manage the engagement described in the Scope of Work.

The work plan should include:

- For the two (2) referenced accounts listed in the section above, Respondent shall explain how the Respondent managed the engagement and provided injury prevention guidance, promoted safety awareness and wellness practices. As well, the Respondent shall describe the outcome of the program, including successes, challenges, and how the Respondent's work went beyond the project to achieve sustainable corporate goals.

- Describe in your own format your Company's approach to provide the services described in the technical specifications and describe how this engagement will be managed. In addition to the services described, the Company should include information on any other specialized or added value services that they believe would be of benefit to the JEA Safety Program and if the services would be included in the quoted rates or if there would be additional charges.

- Provide details on your company's organizational structure, certifications of employees and how you will manage the on-site staffing requirements for this service. Describe in detail the items and services included under the implementation and set up fees as well as what is included in the monthly management fee.

The response for this section is limited to a maximum of five (5) pages.

[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.

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 1 through 3

Kelly Ingram-Mitchell

Signature of Authorized Officer of Respondent or Agent — 9-6-18 Date

Kelly Ingram-Mitchell President — 904-635-4638

Printed Name & Title — Phone Number

BAFO ADDENDUM 3 - APPENDIX B - RESPONSE WORKBOOK
116-18 INDUSTRIAL PERFORMANCE PROGRAM SERVICES
(Enter Pricing in Unit Price Yellow Cells only)

Company Name: Unify Health Services

Section 1 - IPP services per site as described in Appendix A - Technical Specifications

Item No.	Description	Monthly Price	1 Year Estimated Quantity	Extended Price
1	IPP Services - Minimum of 5 hours two (2) days per week at Southside Service Center	$ 2,200.00	12	$ 26,400.00
2	IPP Services - Minimum of 5 hours two (2) days per week at Westside Service Center	$ 2,200.00	12	$ 26,400.00
3	IPP Services - Minimum of 3.5 hours two (2) days per week at Pearl Street Service Center	$ 1,540.00	12	$ 18,480.00
4	IPP Services - Minimum of 4.5 hours two (2) days per weeks at Northside Generating Station	$ 1,980.00	12	$ 23,760.00

Section 2 - Additional services and materials as described in Appendix A - Technical Specifications

Item No.	Description	Unit Price	Estimated Quantity	Extended Price
1	Implemenation/Set-up Fees (one time per three (3) year contract)	0.00	1	0.00
2	Monthly Management Fee	$ 2,000.00	12	$ 24,000.00

Bid Total - Transfer three (3) year total to Appendix B - Response Form	
Annual Response Price (1 Year)	$ 119,040.00
Total Response Price for three (3) Years - Transfer this total to Appendix B - Response Form	$ 357,120.00

Section 3 - OPTIONAL PRICING - NOT INCLUDED IN TOTAL BID PRICE

Item No.	Description	Unit Price
1	Physical Therapy Assessment or Initial Evaluation	$ 85.00
2	Physical Therapy Visits	$ 50.00
3	Ergonomic Assessments, Stretch Program Development/Implementation, RTW Program , PDAs, Conditining Program Development and Implementation	0.00
4	Additional ATC hours on weekends or during a storm event	$ 60.00
5	Additional charge if any for Implementation/Set-up for an additional site	0.00