

**CONTRACT
BETWEEN
JEA
AND
MCKINSEY & COMPANY, INC. WASHINGTON D.C.**

THIS CONTRACT, is executed as of this 28th day of September, 2018, (the "Effective Date"), by and between JEA, a body politic and corporate with its principle office located at 21 W. Church St., Jacksonville, Florida 32202, and MCKINSEY & COMPANY, INC. WASHINGTON D.C., a Delaware corporation, authorized to perform business in the State of Florida, with an address of 1200 19th Street NW, Suite 1100, Washington, DC 20036 (the "Company").

WITNESSETH

WHEREAS, pursuant to the JEA Procurement Code, JEA is authorized to procure goods and services via an Invitation to Negotiate (the "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 the "**Strategic Planning & Implementation Consulting Services**" (the "Services"); 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 Services, as described in (i) JEA Solicitation # 124-18, designated as "**Strategic Planning & Implementation Consulting Services**" as modified by Addendum Number 1 dated August 6, 2018, Addendum Number 2 dated August 8, 2018, Addendum Number 3 dated September 11, 2018, (the "ITN"), and (ii) the Company's Design Approach and Workplan, dated September 11, 2018, and BAFO dated September 12, 2018.
- 2) The Services shall be performed strictly in accordance with this Contract and **Exhibits A-B**, the ITN, amended by Addenda, associated Technical Specifications, 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 Eight Thousand and 00/100 Dollars (\$308,000.00)**, at and for the prices stated in **Exhibit B**.

3) TERM.

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

- 4) This Contract, after the initial year shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract. On faithful performance of this Contract, JEA will pay the Company in accordance with the terms and conditions stated in **Exhibit A**, and at and for the prices stated in **Exhibit B**, both attached hereto.
- 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: Lisa Pleasants
21 West Church Street
Jacksonville, FL 32202
Ph: 904-665-7850
pleall@jea.com

and to:

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

In the case of Company:

MCKINSEY & COMPANY, INC. WASHINGTON D.C.
Attn: Scott Perl
1200 19th Street NW, Suite 1100
Washington, DC 20036
Ph: 202-662-3300
scottperl@mckinsey.com

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NEXT PAGE IS THE SIGNATURE PAGE

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: 

Name: Geoff Bradford

Title: Contracts Manager

Date: 09/28/2018

MCKINSEY & COMPANY, INC.
WASHINGTON D.C.

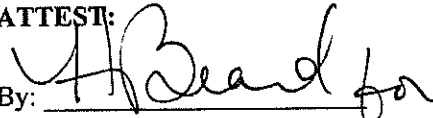
By: 

Name: Scott Perl

Title: Partner

Date: 09/28/2018

ATTEST:

By: 

Name: Maurice Scarboro

Title: Contracts Associate

Date: 10/1/18

JEA

By: 

Jenny McCollum
Director, Procurement Services

Date: 10/1/18

EXHIBIT A
JEA SOLICITATION AND ADDENDA

1. NOT USED

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 or Services. 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. Within ninety (90) days of receipt of any Deliverable, the JEA will review the Deliverable and will notify the Company in writing if the Deliverable fails to meet the specifications set forth in the relevant SOW, and the Company will use commercially reasonable efforts to correct the same. If no such written notice is given to the Company within such time period, then JEA will be deemed to have accepted the Deliverables.

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 Respondent.

2.2.6. COMPANY

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

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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 (JEA - 16026)

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..

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 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 Response Form, and incorporated into 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

The Company shall submit to JEA an Invoice once a month for payment of all fees and expenses incurred during that month by the Company in performing the Work. JEA may elect to make a partial payment or no payment if JEA reasonably determines, at its sole discretion, and after due consideration of relevant factors, that either all, or part of the Work being invoiced is not in accordance with the Contract Documents.

Company shall invoice JEA in accordance with the lump sum pricing and 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. [RESERVED]

2.4.4. INVOICING AND PAYMENT TERMS

Invoices shall be submitted to the following email address:
ACCTPAYCUSTSRV@JEA.COM.

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. Should any invoice remain unpaid for more than 30 days after the date of JEA's receipt of the Invoice, interest will accrue on the outstanding amount at the rate of 1% per month, calculated from the 31st day after date of JEA's receipt of the Invoice until the date of payment.

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.

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.

2.4.7. 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, COVENANTS, AND AGREEMENTS

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

The Company agrees 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 Deliverables (as defined in Section 2.8.2), are otherwise being provided to JEA AS IS, without any express or implied warranty, and the Company shall not be obligated to maintain, support, host, update, or correct the Deliverables. Testing and validation shall be the responsibility of JEA unless otherwise set forth in a SOW. JEA remains solely responsible for its decisions, actions, use of the Deliverables and compliance with applicable laws, rules and regulations. JEA acknowledges and agrees that any results, options, data, recommendations, analyses, or other information generated by the Deliverables are dependent upon the accuracy of the information processed by the Deliverables (including as provided by JEA), as well as upon JEA's proper use of the Deliverables.

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: \$2,000,000 each occurrence and annual aggregate.

Professional Liability

Errors & Omissions; Insurance Limits: \$2,000,000 each claim and \$2,000,000 annual aggregate.

Company's Commercial General Liability, Excess or Umbrella Liability, and Professional Liability insurance policies shall be effective for two (2) years after Work is complete. The above Indemnification provision is separate and it 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)

Either party shall indemnify and hold harmless the Other Party, its officers and employees to the extent any liability, loss, damage, cost or expense by reason of real or tangible personal property damage or personal injury (including death) are finally determined to be caused by the grossly negligent act or omission of the Other Party or of its employees, agents, subcontractors or lower-tier subcontractors. The Company's indemnification obligation under this provision shall be capped at the total value of this contract. JEA's indemnification obligations shall be limited by Florida Statute 768.28, which is a partial waiver of sovereign immunity for tort claims only.

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 LIMITATION OF LIABILITY

The Work shall not be deemed investment, legal, tax, accounting or other regulated advice. The Company does not supplant JEA's management or other decision-making bodies and does not guarantee results. JEA remains solely responsible for its decisions, actions, use of the Work and compliance with applicable laws, rules and regulations. In no event shall the Company's liability to JEA in connection with the Work exceed the fees received by the Company from JEA in connection with such. Neither party will be liable for any lost profits or other indirect, consequential, incidental, punitive or special damages.

2.7. TERM AND TERMINATION

2.7.1. TERM OF CONTRACT – PROJECT COMPLETION

The Contract shall be in force through completion of all Services, Acceptance and final payment, including resolution of all disputes, claims, or suits, if any. Certain provisions of this Contract may extend past termination including, but not limited to, confidentiality, data security, intellectual property, disclosure of the Company's materials and publicity, disclosure of the Company's materials, limitation of liability, serving competitors, warranty and indemnification provisions.

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

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 its fees up to the effective date 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 other 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 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 that adversely affects this Agreement;
- 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, commits a material breach of the Contract Documents, or the Company materially fails to perform as specified in the Contract Documents, or the

Company is not materially complying with the Contract Documents, if Company cannot cure such failure or noncompliance within a reasonable amount of time;

- The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality that fails to comply with the Contract Documents, and if Company cannot cure such issue within a reasonable amount of time;
- The Company is determined, in JEA's sole opinion, to intentionally misappropriate property belonging to JEA; or
- Any material change in the financial or business condition of the Company that prevents Company from performing the Services.

If within fifteen (15) days after JEA's service of notice to the Company of an event that warrants a termination for default, and if Company is unable to cure any such event during this time, then JEA may declare Company to be in default of the Contract.

Once Company is declared to be in default, JEA will charge the reasonable 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 reasonable 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 final 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.

2.8. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.8.1. 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 JEA to provide public access to all documents, data and other records made or received by the Company in connection with the Contract only to the extent required by, and unless the records are exempt from disclosure, Section 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes or other applicable law. JEA may unilaterally terminate the Contract if the Company refuses to allow public access as required under the Contract.

Redacted copies of Confidential Information.

If the Company believes that any portion of any documents, data or other records submitted to JEA are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), 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 its determination that the redacted portions of the information are not subject to disclosure.

Indemnification for Redacted Information.

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

Public Records Clause for Service Contracts.

To the extent required by applicable law, but not if such records are exempt from disclosure under applicable law, then 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;
- Allow JEA to provide the public with access to public records on the same terms and conditions that JEA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise prohibited by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

- Meet all requirements for retaining public records and transfer, at no cost, to JEA all public records in possession of the Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to JEA in a format that is compatible with the information technology systems of JEA.

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

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

2.8.2. INTELLECTUAL PROPERTY

Upon payment in full of the Company's fees, JEA will own all reports and other deliverables prepared for and furnished to JEA by Company in connection with the work under the contract (the "Deliverables"), save that the Company retains ownership of all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models, and industry perspectives developed or enhanced outside of or in connection with the Services (the "McKinsey Tools"), it being understood that none of the McKinsey Tools will contain the JEA's confidential information. To the extent, the Deliverables include any embedded McKinsey Tools, the Company hereby grants JEA a non-exclusive, non-transferable, non-sublicenseable, worldwide, royalty-free license to use and copy the McKinsey Tools solely as part of the Deliverables and subject to the limitations herein on disclosure of McKinsey materials and publicity. JEA agrees that, without Company's prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any McKinsey Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any McKinsey Tool or Deliverable.

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 a non-exclusive, non-transferable, non-sublicenseable, worldwide, 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 and create derivative works from the subject matter of the grant of the right.

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 third-party 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.

2.8.3. PROPRIETARY INFORMATION

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

2.8.4. PUBLICITY AND ADVERTISING; DISCLOSURE OF MCKINSEY MATERIALS

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.

The Company work for JEA is confidential and for JEA's internal use only. The Company will not disclose the Deliverables to any third parties without JEA's prior written permission. Similarly, JEA agrees that it will not disclose any materials or information that Company furnishes to JEA, including the Deliverables, to any third parties without Company's prior written permission, unless required to be disclosed pursuant to the law. Each party further agrees not to use the other party's name or trademarks in any communication with any third party without the other party's prior written permission.

2.8.5. CONFIDENTIALITY

The Company will keep confidential any confidential information, including any personal data (as defined below), furnished by JEA to Company in connection with the Services ("Confidential Information"). Company will disclose Confidential Information only to its employees, agents and contractors who have a need to know and are bound to keep it confidential and, will use Confidential Information only for purposes of performing the Services, including preparing Proposals and evaluating potential Services, or as otherwise requested or authorized by JEA, and will protect Confidential Information in accordance with the McKinsey Data Protection Protocols available at http://www.mckinsey.com/data_protocols.pdf (the "Protocols"). Subject to its confidentiality obligations, where the agreed upon Services include benchmarking services Company may also incorporate Confidential Information into its benchmarking databases for use in reporting on sanitized or aggregate trends and metrics without attribution to JEA. To bring the best of Company's global resources to serve JEA, JEA agrees that Company may transfer Confidential Information to geographies other than those in which it was collected or received, including to the Company affiliates and sub-processors that comprise or support Company's infrastructure and maintenance functions as set forth in the Protocols, to facilitate any activities authorized by JEA, provided that at all times Confidential Information will be treated as confidential and protected in accordance with the terms of this agreement. Confidential Information shall not include information that is or becomes publicly available, already known to Company, independently acquired or developed by Company or legally required to be disclosed. Company will reasonably cooperate with JEA, at its expense, in responding to any legally required disclosure. In performing the Services, Company will use and rely primarily on information available from public sources and the Confidential Information, and JEA acknowledges that it is authorized to provide Company with such Confidential Information for its use in connection with the agreed Services and that Company will have no obligation to independently verify such information. At JEA's election and notification to Company, Company shall promptly return or destroy any Confidential Information, including any personal data, in its possession or control when the same is no longer necessary for the provision of the Services, provided that Company may retain such Confidential Information only as required by applicable law, regulation or documented professional archival policy or as otherwise authorized or instructed by JEA. Any Confidential Information so retained shall at all times remain subject to the terms and conditions of this Agreement, including with respect to confidentiality, security and non-disclosure.

2.8.6. DATA SECURITY

Without limiting the foregoing, if the Company processes data as part of the Services and on behalf of JEA which relates to an identified or identifiable person ("personal data"), the Company shall (i) only process such personal data, including with respect to Company's use of subcontractors or sub-processors, as set forth in this agreement and the Protocols, as otherwise authorized in writing by JEA, or as required by applicable law, (ii) implement appropriate technical and organizational measures to protect such personal data as set forth in the Protocols, (iii) promptly notify JEA of any incident in which the confidentiality, integrity or security of the personal data has been compromised, and (iv) collaborate with JEA as required by applicable law or JEA's request to document the personal data, data subjects and processing activities related to the Services, including as part of an applicable Proposal. The Company will comply with JEA's reasonable requests to furnish information regarding Company's processing activities as is reasonably necessary to enable JEA to verify that the Company is complying with its

obligations under this agreement, including by making its Director of IT Security or person of comparable knowledge and position available to provide information about the Protocols and Company's processing in connection with the Services, and the foregoing shall apply in full satisfaction of any JEA rights to audit or inspection of Company, but shall not limit or restrict the ability of any legal or regulatory authority to conduct such audit or inspection pursuant to applicable law.

2.9. LABOR

2.9.1. NONDISCRIMINATION

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

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

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

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

2.9.2. LEGAL WORKFORCE

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

2.9.3. PROHIBITED FUTURE EMPLOYMENT

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual

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

2.9.4. HIRING OF OTHER PARTY'S EMPLOYEES

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

2.9.5. 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 promptly notify JEA of any actual or potential labor dispute that would affect the Work and shall inform JEA of all actions it is taking to resolve the dispute.

2.10. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.10.1. JEA ACCESS BADGES

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

2.10.2. TRANSITION SERVICES

NOT USED.

2.10.3. 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 securitybadge@jea.com.

Finally, all badges are for assigned individual use only and JEA does not allow Company employees to share JEA access badges. A Company, whose employees are found to be sharing JEA access badges, may result in the Contract being terminated for default. Additionally, JEA shall be notified within 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.

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

2.10.4. COMPANY REPRESENTATIVES

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

2.10.5. COMPANY REVIEW OF PROJECT REQUIREMENTS

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

2.10.6. LICENSES

The Company shall comply with all required 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.

2.10.7. 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 material breach of any provision of this clause is grounds for a Termination for Default, if Company is unable to cure such material breach. Additionally, the Company shall be responsible for all JEA direct 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, reasonably 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.

2.10.8. 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) if such violation results from the Company.

2.11. VENDOR PERFORMANCE EVALUATION

2.11.1. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using 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 and in accordance with the requirements under the Contract Documents, 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, except as provided under applicable law. All scorecards are the property of JEA.

2.12. JEA RESPONSIBILITIES

2.12.1. 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 within a reasonable time 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.

Any suspension of services will be limited to no more than thirty (30) days. If JEA fails to re-institute the services within the thirty (30) day period, the suspension will be converted to a Termination for Convenience, which will carry with it all rights and obligations set forth in this Agreement (under Section 2.7.2).

2.12.2. 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.

2.12.3. COORDINATION OF SERVICES PROVIDED BY JEA

In order to be able to complete the Services within the agreed timeframe and budget and to fulfill its responsibilities on a timely basis, Company will rely on JEA's timely cooperation, including JEA's making available relevant data, information and personnel, performing any tasks or responsibilities assigned to JEA and notifying Company of any issues or concerns JEA may have relating to the Services. During the course of the Services, priorities may shift or unexpected events may occur which may necessitate changes to the Services. In this event, the parties will jointly discuss the anticipated impact on the Services and agree on any appropriate adjustments, including to the scope of work, timeframe and budget.

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.

2.13. MISCELLANEOUS PROVISIONS

2.13.1. 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.

2.13.2. 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.

2.13.3. 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.

2.13.4. 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.

2.13.5. 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.

2.13.6. 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.

2.13.7. 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.

2.13.8. 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 applicable federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

2.13.9. HEADINGS

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

2.13.10. 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.

2.13.11. 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.

2.13.12. MEETINGS AND PUBLIC HEARINGS

In consideration for the services, JEA understands that Company will not advocate, present findings or speak on the JEA's behalf in any public forum without Company's specific written authorization and agreement. Notwithstanding, Company understands and acknowledges that JEA may have legal obligations to disclose (e.g. as required under freedom of information laws), but requests that JEA provide prior notice to Company in such a circumstance.

2.13.13. 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.

2.13.14. 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.

2.13.15. 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.

2.13.16. RIGHT TO AUDIT AND FINANCIAL REPORTING

Inspection /Audit of Records Upon JEA's request, the Company agrees to allow JEA to audit, to examine, and to make copies of the invoices submitted and the final Deliverables ("Records").

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 or at the Company's office or place of business in a workspace suitable for the audit and subject to a seven day written notice/without prior notice. In the event that no such location is available, then the 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.

Billing Adjustments and Recoveries

Any billing payment recoveries to JEA that are required 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.

2.13.17. 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.

2.13.18. 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.

2.13.19. 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.

2.13.20. 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.

2.13.21. TIME OF ESSENCE

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

2.13.22. WAIVER OF CLAIMS

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

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

2.12.23. SERVING COMPETITORS

It is McKinsey's long-standing policy to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities, and to do so without compromising McKinsey's professional responsibility to maintain the confidentiality of client information. Consistent with such practice and McKinsey's confidentiality obligations to its other clients, McKinsey is not able to advise or consult with JEA about McKinsey's serving JEA's competitors or other parties. Nothing in this section shall operate to limit or reduce McKinsey's obligations with respect to JEA's Confidential Information, including the confidentiality and non-disclosure obligations with respect thereto .



Building Community[®]

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

September 27, 2018

ADDENDUM NUMBER: One (1)

TITLE: ITN 124-18 STRATEGIC PLANNING & IMPLEMENTATION CONSULTING 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. **Revise and Replace Appendix A – Response Form with Addendum 1 - Appendix A – Response Form.**
2. **Revise and Replace Solicitation Section 1.1.1. Scope of Work with the following language:**

1.1.1. SCOPE OF WORK

JEA is seeking a Consultant (also referred to as the “Company”) that provides strategic planning & implementation services. The Consultant will be required to work directly with the JEA Board (both collectively and individually), JEA’s Chief Executive Officer (CEO), Chief Operating Officer (COO) and the entire Senior Leadership Team (SLT) in order to develop and implement a Strategic Plan for JEA (the “Work” or “Services”).

The Services will be comprised of two (2) phases.

The following services will be considered Phase One of the work and will include, but not be limited to:

Senior Leadership Sessions

September 2018 – Two (2) full day meetings to review external market and ten (10) year vision.

Day one should include process overview and build on previous internal work around core competencies, competency gaps, organizational structure, values, culture, and change management.

Day two should work toward finalizing one (1) year, three (3) year and ten (10) year goals, prioritization of goals, gaps to close in order to meet goals, change management, strategic alignment of each business to corporate goals, corporate metrics and business metrics.

Board sessions

Design strategic planning process to meaningfully engage Board of Directors in construction of new strategic plan for JEA to complement the strategic planning work undertaken by the Senior Leadership Team.

Planning -

Prior to, and between each session listed above, the Consultant will be responsible for the following:

- Prepare and meet with Senior Leadership and Board Members as individuals or groups to understand specific challenges, goals, concerns and desires
- Evaluate engagement and risks to achieve a strategic plan
- Prepare and meet with community and city stakeholders to assess concerns and desires. Preparing and disseminating all pre-meeting materials
- Preparing meeting notes and observations and provide recommendations to improve JEA’s planning process

Phase Two services may include, but not limited to:

- Facilitation for partial and full day meetings with the Board, CEO and COO, over an expected 4-6 month period
- With the Board, CEO and COO, develop a comprehensive strategic plan document that contains Board Policy direction on the major issues
- Develop Action Plans with specific objectives and/or strategic initiatives
- Develop Business Plans for new business opportunities
- Track progress of strategic initiatives through the work of company-wide initiative teams
- Coach the CEO, COO, Initiative Teams, etc.
- Design and conduct SLT quarterly performance checkpoint meetings
- Conduct mid-course assessment and assess need for changes in process of organization
- Assist in fiscal year 2019 Launch (October 1, 2018)
- Conduct tactical action reviews as needed (e.g., what worked, what isn't working)
- Capture and share leading practices
- Assist in strategic analyses and strategic implementation projects as requested

The Quotation of Rates will be evaluated and scored based on the Phase One Lump Sum Total Response Price only. Phase Two follow-on work and additional activities will be negotiated based off of the Design Approach and Workplan submitted.

Please note that most of the work will be performed in Phase Two, so Responses should accurately reflect work to be performed in both phases.

3. Revise and Replace Solicitation Section 1.2.3. Required Forms to Submit with the Bid with the following language:

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 and Response Form, by downloading them from JEA.com.

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

- o Company's Proposal
- o Minimum Qualifications Form- This form can be found in Appendix A of this ITN
- o Response Form- This can be found in Appendix A of this ITN

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

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

- o List of JSEB Certified Firms (if any)
- o Conflict of Interest Certificate Form - This form can be found at JEA.com
- o Insurance certificate
- o W-9

Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)

4. Revise and Replace Solicitation Section 1.4.2. Quotation of Rates with the following language:

1.4.2. QUOTATION OF RATES (25 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 Bid Price cannot be increased during the BAFO process.

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

The Quotation of Rates will be evaluated and scored based on the Phase One Lump Sum Total Response Price only. Phase Two follow-on work and additional activities will be negotiated based off of the Design Approach and Workplan submitted.

5. Revise and Replace Solicitation Section 1.4.4. Past Performance/Company Experience with the following language:

1.4.4. PAST PERFORMANCE/COMPANY EXPERIENCE (25 POINTS)

The two (2) account references provided in the Minimum Qualifications section that JEA deems to meet the requirements as written for this ITN, will be scored for points in this section.

It's anticipated that the majority of the work for this contract will be performed in Phase Two. Accordingly, higher points will be awarded for projects of similar scope and complexity for both Phase 1 and 2 of this work, and should include a detailed summary of company experience in regards to both phases.

6. Revise and Replace Solicitation Section 1.4.5. ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS with the following language:

1.4.5. ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS (25 POINTS)

Describe in your own format the Proposer approach to provide the services described in the Scope of Work. Describe the approach to how your firm will manage the engagement. The description shall provide a comprehensive design approach and proposed work plan, and explain how the Proposer intends to staff and manage the engagement.

It's anticipated that the majority of the work for this contract will be performed in Phase Two. Accordingly, higher points will be awarded for a more detailed explanation for the approach to be performed in both phases.

Please use your own form for this section. The approach to consulting services is limited to a maximum of three (3) pages.

7. Revise and Replace Solicitation Section 2.4.1. Payment Method with the following language:

2.4.1. PAYMENT METHOD

The Company shall submit to JEA an Invoice once a month for payment of all fees and expenses incurred during that month by the Company in performing the Work. JEA may elect to make a partial payment or no payment if JEA determines, at its sole discretion, and after due consideration of relevant factors, that either all, or part of the Work being invoiced is not in accordance with the Contract Documents.

Company shall invoice JEA in accordance with the lump sum pricing stated on the Company's Response Form. Company's rates stated on the bid document shall include all profit, taxes, benefits, travel, and all other overhead items.

Phase 2 will be negotiated based off of the Design Approach and Workplan, and will be paid monthly for services incurred.

- 8. Question:** Do you have dates set apart for these meetings? To ensure that we can schedule JEA proper focus and dedication, we wanted to verify if this was a hard timeline, or could be adjusted.

Answer: JEA plans to set the dates during the planning process with the awarded vendor.

- 9. Question:** The ITN cover page indicates that responses are to be emailed to your attention. However, Section 1.1.3 on page 7 indicates that responses are to be delivered or mailed to JEA Procurement at the 21 West Church Street. Please confirm if emailed or hardcopy responses are required. If hardcopy responses are required, please indicate the quantity.

Answer: The cover page incorrectly said the forms could be emailed. The required forms and proposal shall be delivered or mailed to JEA Procurement at the 21 West Church Street, Jacksonville, FL 32202. The respondent shall submit one (1) original proposal, three (3) duplicates (hardcopies), and one (1) CD.

- 10. Question:** Pages 6-9, 11, and others of the ITN reference Exhibit A–Response Workbook. This workbook is also referenced in the Appendices, but we don't see it provided in the 4 pages of the Appendices. Please provide the Response Workbook, if required.

Answer: The Response Workbook references and requirement has been removed from this solicitation.

- 11. Question:** Would JEA consider an extension of the submittal due date?

Answer: The Response Due Date of August 14, 2018 by 12:00 PM EST will remain the same for this solicitation.

- 12. Question:** Can you please clarify whether bidders need to submit an "Appendix A - Response Workbook", as referenced on page 7 of the referenced RFP document, quoting hourly rates for Phase Two services.

Answer: The Response Workbook references and requirement has been removed from this solicitation.

- 13. Question:** Will JEA allow respondents to bid in a Firm-Fixed Price format compliant with their established pricing practices for both Phases 1 and 2?

Answer: The Quotation of Rates will be evaluated and scored based on the Phase One Lump Sum Total Response Price only. Phase Two follow-on work and additional activities will be negotiated based off of the Design Approach and Workplan submitted.

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE RESPONSE FORM



Building Community®

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

September 27, 2018

ADDENDUM NUMBER: Two (2)

TITLE: ITN 124-18 STRATEGIC PLANNING & IMPLEMENTATION CONSULTING 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. **Revise and Replace Appendix A – Response Form with Addendum 2 - Appendix A – Response Form.**

2. **Question:** Can companies from Outside USA can apply for this? (like, from India or Canada)

Answer: Yes

3. **Question:** Do we need to come over there for meetings?

Answer: Yes. There will be a need to review information and determine the best method for data sharing.

4. **Question:** Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

Answer: Yes – Some can be done off site, but many of the tasks will require someone to be here on site for face to face meetings and to facilitating meetings.

5. **Question:** Can we submit the proposals via email?

Answer: No – Bids must be submitted to JEA Procurement at the 21 West Church Street, Jacksonville, FL 32202.

6. **Question:** Is JEA open to a slightly different schedule and sequence of events when compared to those described in the solicitation?

Answer: Yes, but some events have already been scheduled because of participant availability.

7. **Question:** Is there a current, known roster of participants for the proposed two, 2-day workshops?

Answer: Not completely. We will provide a list of people and titles of those expected to attend, and would expect the consultant to comment on additional people.

8. **Question:** Can we include more than two references?

Answer: For this solicitation, only the two references provided for the minimum qualifications will be evaluated.

9. **Question:** Is JEA opposed to using a tool such as Survey Monkey for Stakeholder Analysis?

Answer: We are not opposed to using Survey Monkey or similar. However, in the past, this has not provided enough detailed responses.

10. Question: Is there any consideration for partnering with a JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM?

Answer: The JSEB program is not a requirement and will not be evaluated as part of this ITN. It is at the Company's option as to whether it chooses to subcontract to a JSEB firm. JEA encourages the use of JSEB qualified firms; however, the Company is not required to utilize JSEB firms to be Awarded this Contract.

11. Question: Are there other large scale initiatives taking place at the same time that may compete for Resources, priorities, etc.? If so, can you provide a brief overview?

Answer: Yes, we have 4 initiative currently being executed.

- Procurement Category Management – This is a program to change how we manage procurement.
- Procurement Process and Procedures – This is a program designed to amend current procurement rules to make it easier to procure resources.
- Workforce Material management (Truck Kitting) – This is a program to manage warehouse and vehicles inventory to reduce time to load materials to allow field crews to get to the job site faster and have the correct materials.
- Data Laboratory – This is a program to set up R&D for IoT devices that could allow us to reduce equipment failures, low maintenance cost etc. A large component of this is creating a new Technology architecture to allow for the flow, access, and analytics of data.

12. Question: Are there any potential roadblocks, risks, challenges that have already been identified?

Answer: Many have been identified, but change management (company culture) will be the largest component.

13. Question: Will resources be available to support the Change Management activities? If so, will they be part time or full time?

Answer: Currently there is 1 full time person assigned to Change Management, 2 Part time. We know this will be one of the most important things to get right.

14. Question: Is there a corporate communications department/group that will manage/support communications?

Answer: Yes

15. Question: In addition to the two project references, there is a request to include four similar projects/contracts within the past 5 years. The instructions ask to provide information such as Company Name, Contact Person, Contract Value, etc. For many of our clients, we are not permitted to disclose company name, contact information, contract values, especially if that information will also be made publically available. Will the omission of that information still be acceptable when providing the four additional qualifications? ...or will we need to ensure that the four additional qualifications would meet the criteria of having that information become publically available?

Answer: The Response Form has been updated. JEA will only require the two references.

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE RESPONSE FORM

**BAFO – ADDENDUM 3 - APPENDIX A – RESPONSE FORM
124-18 - STRATEGIC PLANNING & IMPLEMENTATION CONSULTING SERVICES**

RESPONDENT INFORMATION:

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

NAME & EMAIL OF CONTACT: _____

WEBSITE: _____

QUOTATION OF RATES (25 Points)

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

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

The Quotation of Rates will be evaluated and scored based on the Phase One Lump Sum Total Response Price only. Phase Two follow-on work and additional activities will be negotiated based off of the Design Approach and Workplan submitted.

	Phase One Total Response Price
	\$ _____

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

☐ 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 _____ through _____

BAFO – ADDENDUM 3 - APPENDIX A – RESPONSE FORM
124-18 - STRATEGIC PLANNING & IMPLEMENTATION CONSULTING SERVICES

Signature of Authorized Officer of Respondent or Agent

Date

Printed Name & Title

Phone Number

EXHIBIT B
COMPANY'S PRICING

BAFO – ADDENDUM 3 - APPENDIX A – RESPONSE FORM
124-18 - STRATEGIC PLANNING & IMPLEMENTATION CONSULTING SERVICES

RESPONDENT INFORMATION:

COMPANY NAME: McKinsey & Company, Inc. Washington D.C.

BUSINESS ADDRESS: 1200 19th Street NW, Suite 1100

CITY, STATE, ZIP CODE: Washington, DC 20036 United States

TELEPHONE: +1 (202) 662-3300

FAX: +1 (202) 662-3175

NAME & EMAIL OF CONTACT: Scott Perl, Scott_Perl@mckinsey.com

WEBSITE: www.mckinsey.com

QUOTATION OF RATES (25 Points)

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

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

The Quotation of Rates will be evaluated and scored based on the Phase One Lump Sum Total Response Price only. Phase Two follow-on work and additional activities will be negotiated based off of the Design Approach and Workplan submitted.

	Phase One Total Response Price
	<u>\$308,000.00</u>

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

☒ 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".

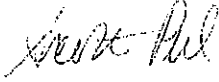
Respondent's Certification

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

BAFO – ADDENDUM 3 - APPENDIX A – RESPONSE FORM
124-18 - STRATEGIC PLANNING & IMPLEMENTATION CONSULTING SERVICES



Signature of Authorized Officer of Respondent or Agent

Scott Perl, Partner
Printed Name & Title

Date

+1 (202) 662-3302
Phone Number

**AMENDMENT #1
TO CONTRACT 177126
BETWEEN
JEA
AND
MCKINSEY & COMPANY, INC. WASHINGTON D.C.**

THIS AMENDMENT NUMBER 1 (“First Amendment”) is made and entered into this 25th day of January 2019, (the “Effective Date”), by and between **JEA**, a body politic and corporate located at 21 W. Church St., Jacksonville, Florida, 32202, and **MCKINSEY & COMPANY INC. WASHINGTON D.C.**, a Delaware corporation, authorized to perform business in the State of Florida, with an address of 1200 19th Street NW, Suite 1100, Washington, DC 20036 (the “Company”).

RECITALS:

WHEREAS, on September 28, 2018, the parties made and entered into an agreement (the “Original Agreement”) under which the Company agreed to provide JEA with “**Strategic Planning & Implementation Consulting Services**” (the “Services”) pursuant to JEA Contract Number 177126, until project completion (the “Term”), with a Maximum Indebtedness of **Three Hundred Eight Thousand and 00/100 Dollars (\$308,000.00)**; and

WHEREAS, JEA now desires to increase the Maximum Indebtedness, as approved by the Awards Committee, in the amount of **One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00)**, for a new Maximum Indebtedness in the amount of **Four Hundred Thirty Three Thousand and 00/100 Dollars (\$433,000.00)**.

IN CONSIDERATION of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. **Maximum Indebtedness.** The Original Agreement shall be amended, as approved by the JEA Awards Committee, such that the Company's fees for the Services shall be increased by **One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00)**, at and for the prices as stated in the Original Agreement. The Maximum Indebtedness shall now be **Four Hundred Thirty Three Thousand and 00/100 Dollars (\$433,000.00)**.

2. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

SAVE AND EXCEPT as hereby specifically amended herein, the terms and conditions of the Original Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment the day and year first above written.

ATTEST:

By: 

Name: Geoff Bradford

Title: Contracts Manager

Date: 01/29/2019

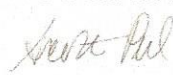
ATTEST:

By: 

Name: Rachelle M. Weir
Title: Procurement Vendor Specialist

Date: 2/4/2019

**MCKINSEY & COMPANY, INC.
WASHINGTON D.C.**

By: 

Name: Scott Perl

Title: Partner

Date: 01/29/2019

JEA

By: 

Jenny McCollum
Director, Procurement Services

Date: 2/3/19

Approved by JEA Awards Committee on January 10, 2019 Award #7

**AMENDMENT # 2
TO CONTRACT # 177126
BETWEEN
JEA
AND
MCKINSEY & COMPANY, INC. WASHINGTON D.C.
FOR
STRATEGIC PLANNING & IMPLEMENTATION
CONSULTING SERVICES**

THIS AMENDMENT NUMBER 2 ("Second Amendment") is made and entered into this ^{25th} day of April, 2019, (the "Effective Date"), by and between **JEA**, a body politic and corporate located at 21 W. Church St., Jacksonville, Florida 32202, and **MCKINSEY & COMPANY, INC. WASHINGTON D.C.**, a Delaware corporation, authorized to perform work in the State of Florida, with its principal address as 1200 19th Street NW, Suite 1100, Washington, DC 20036 (the "Company").

RECITALS:

WHEREAS, on September 28, 2018, the parties made and entered into an agreement (the "Original Agreement") under which Company agreed to provide **"Strategic Planning & Implementation Consulting Services"** (the "Work"), through completion of all Work (the "Term"), pursuant to JEA Contract Number 177126, for **Three Hundred Eight Thousand and 00/100 Dollars (\$308,000.00)** (the "Maximum Indebtedness"); and

WHEREAS, on January 25, 2019, JEA increased the Maximum Indebtedness, as approved by the JEA Awards Committee, in the amount of **One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00)**, for a new Maximum Indebtedness of **Four Hundred Thirty Three Thousand and 00/100 Dollars (\$433,000.00)**; and

WHEREAS, JEA now desires to increase the Maximum Indebtedness, as approved by the JEA Awards Committee, in the amount of **Six Hundred Twenty Thousand and 00/100 Dollars (\$620,000.00)** to implement Phase 3 of the Work, for a new Maximum Indebtedness of **One Million Fifty Three Thousand and 00/100 Dollars (\$1,053,000.00)**.

IN CONSIDERATION of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. **Maximum Indebtedness.** The Maximum Indebtedness of Original Agreement shall be increased by **Six Hundred Twenty Thousand and 00/100 Dollars (\$620,000.00)**, to complete Phase 3 of the Work, which shall be implemented and invoiced to JEA in accordance with **Exhibit A**, attached hereto. The total Maximum Indebtedness shall now be **One Million Fifty Three Thousand and 00/100 Dollars (\$1,053,000.00)**.

2. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

SAVE AND EXCEPT as hereby specifically amended herein, the terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

ATTEST:

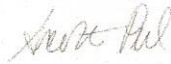
By: 

Name: Geoff Bradford

Title: Contracts Manager

Date: 04/19/2019

MCKINSEY & COMPANY, INC.
WASHINGTON D.C.


By: 

Name: Scott Perl

Title: Partner

Date: 04/19/2019

ATTEST:

By: 

Name: Rachelle M. Weir

Title: Procurement Vendor Specialist

Date: 4/25/2019

JEA

By: 

Jenny McCollum

Director, Procurement Services

Date: 4/25/19

Approved by JEA Awards Committee on Thursday, April 11, 2019, Award #7

EXHIBIT A

McKinsey&Company

Strategic planning and implementation: Proposed amendment to the scope of work – Status Quo 2.0



Statement of work | March 19, 2019

CONFIDENTIAL

As a part of the 10-year strategy development process at Jacksonville Electric Authority (JEA) JEA would like to launch Phase 3 of the work “Status Quo 2.0” to develop a plan to address challenges identified in status quo 1 starting with performance improvement opportunity assessment and a portfolio of “other” strategic initiative potentially executable by JEA under current regulatory and charter constraints.

This memorandum represents an amendment to the scope of work outlined in the Contract between JEA and McKinsey and Company, Inc. Washington, DC from September 28, 2018.

I. PROPOSED APPROACH, DELIVERABLES AND TIMING

a. Proposed approach

The work described in this memorandum will take place in March-April 2019 and lead the SLT workshop on April 4, 2019, and JEA Board meeting in May, 2019. The work will consist of 4 main components: **1. Facilitating initiative development by the SLT members**, **2. No regrets move: top down performance assessment and benchmarking**, **3. Facilitating the SLT workshop on April 4, 2019**, **4. Working together with the JEA team to put together the overall “Status quo 2” presentation (to be presented to the Board) and attending the presentation to the Board.**

1. Facilitating initiative development by the SLT members will focus on the following:

- What is the framework / template that should be used to prepare the initiatives (to ensure consistency, comparability and rigor)?
- How to size and segment initiatives (e.g., “no regrets”, “trade-offs”, “challenging measures”)
- To what extent will identified initiatives fill the gap identified in Status Quo 1?

2. No regrets: Top down performance assessment and benchmarking will focus on the following:

- Based on top down benchmarking and studies conducted to date, what is the total potential that may exist if JEA is compared to industry peers, best in class, and leading innovators (in select areas)?
- How does total potential map against specific initiatives identified by the SLT members (by area, BU, function)?
- To what extent will identified total potential fill the gap identified in Status Quo 1 (if fully unlocked)?

3. Facilitating the SLT workshop on April 4, 2019 will focus on the following:

- What are the initiatives that have been identified through the process? Where do they fall as far as level of maturity and implementation gates (L1-L5) are concerned?
 - What is the remaining top down potential and what will it take to unlock it?
 - How much can gap identified in Status Quo 1 may be closed and over what period of time?
- 4. Putting together “Status quo 2” presentation (to be presented to the Board) and attending the presentation to the Board will focus on the following:**
- Firming up opportunity sizing by business unit and function;
 - Fine tuning individual initiatives identified by the businesses;
 - Refining full strategic planning roadmap and milestones;
 - Preparing Status Quo 2.0 presentation for the Board.

b. Proposed deliverables

1. A template to describe a performance improvement initiative;
2. A set of specific performance improvement initiatives identified by the SLT (with sizing);
3. Top down performance improvement potential by major area / function of the business;
4. SLT Status Quo 2 workshop on April 4, 2019.
5. Status Quo 2 presentation for the Board (May 2019)

c. Proposed timing

Based on JEA milestones, this effort will take place in March-April 2019 with main deliverables being completed in May, 2019.

II. OUR TEAM AND PROFESSIONAL ARRANGEMENTS

We will support the effort with a full-time team supported by the group of experienced practitioners in our global Electric Power Practice, Strategy Practice and Organization Practice. These experts have all extensively served North American utilities on the topic of strategic planning, organizational health, and performance improvement opportunities.

As with our prior engagement with JEA, our fees for this effort will not be based on a “time and materials” model but are related to the deliverables and end-products we agree upon for this kind of engagement. Based on the deliverables and timeline listed above, professional fees, inclusive of all out-of-pocket expenses, such as travel, production, research,

administrative, etc. will be USD \$620,000. However, recognizing that much of the work done in this Phase will directly contribute to “no regret” moves covered in Phase 4 of the strategic planning effort and beyond (e.g., performance benchmarking), in case we reach an agreement on performance partnership by the end of April 2019, we will be willing to offer to support Phase 3 of the work “Status Quo 2.0” at our originally proposed professional fees of \$310,000.

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We are thrilled to support you on this important effort. Should you have any questions please do not hesitate to reach out to us. We are deeply committed to helping you succeed and are open to any and all comments and improvements.