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

October 26, 2020

ADDENDUM NUMBER: **TWO (2)**

TITLE: **REPAIR AND INSTALLATION OF ACCESS CONTROL SYSTEMS**

JEA ITN NUMBER: **074-20**

RESPONSE DUE DATE: **~~October 27, 2020~~ November 3, 2020**

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

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

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

Add (1): JEA adds the following document(s) to this Solicitation. Additions are in **Red**, Bold, Underlined Font.

- **074-20 Appendix B – Bid Form. This document was absent from the original release of documents.**

Supplier Davis Bacon Question: Please advise if Projects that require Davis Bacon wages can be specified somewhere in the bid or if not, how those projects might be handled in the awarded contract?

JTA/JPA Response: For all JPA/JTA issued Task Orders where the Davis Bacon Act applies, the contractor will provide a quote that has local Davis Bacon prevailing wages in accordance with the provisions of Regulation 29-CFR Part 1, Part 3 and Part 5 comprising the following: Davis Bacon Prevailing Wages and Mandatory Fringe Benefits plus bid Contractor's Mark-Up %. All submitted quotes must include the agreed upon work classification(s) for work being performed. When applicable, the federal required contract provisions will be attached to associated Purchase Orders.

Attached Appendix B – Bid Form includes the following:

Contractor's Mark-Up - Mark-Up percentage will only be used for task orders issued by JPA/JTA, where the Davis Bacon Act applies, for federally funded projects. The mark-up percentages shall include all associated cost over and above local Davis Bacon prevailing wages and mandatory fringe benefits.

Overhead and Profit	RATE
Contractor's Mark-Up	%_____

Change (1): JEA amends Bid Workbook – see attached Addendum 2, Appendix B Workbook:

- **074-20 Addendum 2 Appendix B – Bid Workbook (Revised). This document replaces the prior 074-20 Appendix B – Bid Workbook in its entirety.**

Change (2): JEA adds the following to the Solicitation 074-20:

1) Owner's Responsibility for Appropriate Protection of Deliverables. The Owner shall be responsible for maintaining effective safeguards for the protection of the deliverables, including relevant network (e.g. firewall), server and anti-virus/anti-malware controls in accordance with good computing practice, unless otherwise set forth and specifically stated in the applicable Scope of Work.

2) Any amounts not paid on or before each due date and which are not the subject of a good faith dispute shall bear interest at the rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law, if less). Buyer shall be liable for any fees, including attorney and collection fees, that Supplier may incur in its efforts to collect any remaining balances from Buyer. If Buyer fails to pay Supplier any amount due within ten (10) business days following the payment due date, then in addition to any other rights Supplier may have, Supplier shall have the right to suspend delivery of all or a portion of the Services to Buyer; provided, however, that Supplier has supplied prior notice to Buyer with seven (7) calendar days opportunity to cure. In Supplier's sole discretion, access to the applicable Services shall not be reinstated until Buyer pays all such overdue amounts, plus any reinstatement fees. At no time may Buyer withhold payment of any portion of any fees that are not subject to a good faith dispute.

3) Customer acknowledges and agrees that its use of any software which is owned or licensed by a third party and made available to Customer by G4S is subject to the terms and conditions of such separate license or other agreements supplied by the applicable third party supplier of such software. If Customer does not agree to abide by the applicable terms for any such software, then Customer shall not install or use such software. G4S makes no representation or warranties with respect to any such third party software, and shall not be liable for any errors or defects therein.

4) Prices for the first two (2) years will remain fixed as bid. A price adjustment may be requested 90 days prior to the third (3rd) contract anniversary and each anniversary thereafter. Price adjustments will reflect the prior 12-month average of increases in the Consumer Price Index for All Urban Consumers, U.S. City Average, for all items, 1982-84=100 (the CPI-U), published by the United States Department of Labor on its website at http://www.bls.gov/cpi. This will be limited to a 2% cap.

Change (3): 074-20 JEA amends Minimum Qualifications Reference 1 - Additions are in **Red**, Bold, Underlined Font.

- Bidder must have successfully completed at least one (1) access control project, utilizing the AMAG Symmetry access control system, for an **Electrical Utility or Large Industrial or Similar Scale Organization**. This project must be valued at **$30,000.00 or greater**, and occur within the last five (5) years, ending July 31, 2020. This project may be subset of a master contract, provided it was a separate and distinct project, and may only be used once on this bid form.

Add (2): JEA adds the following questions and answers to this Solicitation.

Supplier Inquiry 1: (74-20) Can you confirm if the new resulting contract of this solicitation will be used as the purchase vehicle for the new Access-Video system and support services for the new JEA headquarters currently under construction? Please reference Appendix A Technical Specifications:
JEA Response: JEA intends to employ these contracts on future security and fire related projects.

Supplier Inquiry 2: (074-20) Solicitation Document, Section 1.2.7 instructs bidders to complete the "Buy America

Certification" and "Certification Regarding Lobbying" forms, "found in Appendix C." Please clarify if only the forms listed in Section 1.2.7 should be included at time of bid submission. We note that the "Appendix C - JTA Forms Package" file contains the referenced forms, plus additional forms that are not listed in Section 1.2.7
JTA Response: All documents/forms in Appendix C need to be read, completed, and submitted. Particular attention needs to be paid to the two (2) referenced.

Supplier Inquiry 3: (074-20) Solicitation Document, Section 1.3.16 instructs that "Subcontractors shall be listed on the Subcontractors Form which is available at jea.com." Please confirm that the form to use is "List of Subcontractors - 2016" located at "https://www.jea.com/About/Procurement/Become _a_Vendor/Bid_Forms"
JEA Response: Yes

Supplier Inquiry 4: (074-20) Solicitation Document, Section 1.3.9 mentions "...Bids that fail to include a Bid Bond, where one is required..." - Please clarify if a bid bond is required, as the Bid Form that typically specifies this was not found in the solicitation files.
JEA Response: A bid bond is not required.

Supplier Inquiry 5: (074-20) Shall local sales tax be included in the equipment pricing?
JEA Response: All costs should be included in your mark up.

Supplier Inquiry 6: (074-20) Requests the following language be added to the Agreement. The language is as follows: "Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party shall be entitled to each other for any special, incidental punitive, indirect, or consequential damages. The total cumulative liability of either party for all claims, losses, damages, and expenses resulting in any way form the performance of this Agreement, shall not be greater than two times the compensation received under this Agreement. Notwithstanding, JEA's indemnification liabilities shall be limited by Florida Statute 768.28 and for tort claims only."
JEA Response: This will need to be reviewed by the Office of General Counsel (OGC).

**** Bidder shall acknowledge this Addendum on the Bid Form****