

**SOLICITATION
FOR THE SALE OF A JEA OWNED
LAND PARCEL AT ATLANTIC BLVD. AND SOUTHSIDE BLVD (4201 ATLANTIC BLVD.)
FOR**



**JACKSONVILLE, FL
SOLICITATION NUMBER 103-19**

OPTIONAL SITE VISITS: MAY 16 & 20, 2019 TIME: 10:00 A.M.

ADDITIONAL SITE VISITS CAN BE REQUESTED BY EMAIL

**RESPONSES ARE DUE JUNE 18, 2019 BY 12:00 PM EST
DIRECT DELIVERY OR MAIL TO JEA BID OFFICE, CUSTOMER CENTER 1ST FLOOR, ROOM 002
21 W. CHURCH STREET, JACKSONVILLE, FL 32202**

**JEA WILL PUBLICLY OPEN ALL RESPONSES RECEIVED FROM QUALIFIED RESPONDENTS ON
JUNE 18, 2019 AT 2:00 PM EST
IN THE JEA BID OFFICE, CUSTOMER CENTER 1ST FLOOR, ROOM 002, 21 W. CHURCH STREET,
JACKSONVILLE, FL 32202**

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1. SOLICITATION

1.1. INVITATION

1.1.1. SCOPE OF WORK (IFB)

The purpose of this Invitation to Bid (IFB) is for JEA to obtain quotes for the third party purchase of a parcel of property located at Atlantic Blvd. and Southside Blvd. being 4201 Atlantic Blvd., which, is approximately 5.98 acres in size. Reference: Tax Identification number RE#: 123041-0000, Duval County as shown on Exhibit A of the Purchase and Sale Agreement. JEA is reserving a Utility Easement which is shown on Exhibit A-1 of the Purchase and Sale Agreement and attached as Exhibit B to the Special Warranty Deed. **The appraised amount of \$4,033,750.00 shall be the minimum response offer that JEA will accept.**

1.1.2. BACKGROUND

JEA owns, operates and manages the electric system established by the City of Jacksonville, Florida in 1895. In June 1997, JEA also assumed operation of the water and sewer system previously managed by the City. JEA is located in Jacksonville, Florida, where we proudly serve an estimated 470,000 electric, 351,000 water and 274,000 sewer customers. JEA is Florida's largest community owned utility and the eighth largest municipal in the United States.

1.1.3. INVITATION TO BID

You are invited to submit a Response to the IFB noted below:

JEA Solicitation Title: Land Parcel at Atlantic Blvd. and Southside Blvd (4201 Atlantic Blvd.)

JEA Solicitation Number: 103-19

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

Response Due Time: 12:00 p.m. EST - ALL LATE RESPONSES FOR WHATEVER REASON WILL BE REJECTED.

Response Due Date: June 18, 2019

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

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

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

After the Response Due Date, JEA will subsequently post to jea.com a listing of all the companies that submitted an offer for this IFB, and an email will be sent to all Respondents once the highest offer has been determined (the "Intent to Award").

1.1.4. QUESTIONS

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

For Procurement Questions:

Buyer: Elaine Selders

E-mail: SELDEL@JEA.COM

Technical Questions:

Contact: BRANDON TRAUB

E-mail: TRAUBL@JEA.COM

1.1.5. OPTIONAL SITE VISITS

There will be optional site visits associated with this Solicitation. Companies will be required to sign in at the beginning of the meeting. A Company shall only sign in representing one company, unless otherwise specified by JEA.

Site Visit Time: 10:00 a.m. EST

Site Visit Dates: May 16 and 20, 2019

ADDITIONAL SITE VISITS CAN BE REQUESTED BY EMAILING BRADON TRAUB AT TRAUBL@JEA.COM OR ELAINE SELDELS AT SELDEL@JEA.COM.

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM RESERVE PRICE

The Respondent must meet or exceed the reserve price determined by JEA of **\$4,033,750.00**.

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

1.2.2. JEA INTENT TO SELL

JEA intends to sell this parcel to ONE (1) buyer whose price is the highest and meets or exceeds the reserve price set forth by JEA.

1.2.3. REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE

A. The following forms should be submitted with the Response:

- Response Form- This can be found in Appendix B of this IFB

If the above listed forms are not submitted with the offer by the Response Due Time and Date, JEA may reject the offer. In its sole discretion, JEA reserves the right to reject any and all offers either in whole or in part, with or without cause, or to waive any IFB requirement informalities, minor irregularities, and deficiencies in any Response, and to determine such action is in the best interest of JEA.

B. JEA also requests the following documents to be submitted prior to award. Failure to submit these documents prior to award issuance could result in JEA's rejection of the Response.

- Conflict of Interest Certificate Form - This form can be found at JEA.com

1.3. BASIS OF AWARD

1.3.1. BASIS OF AWARD – HIGHEST OFFER TO JEA

JEA will Award a Purchase Agreement to the Respondent whose total offer is the highest offer presented to JEA.

JEA will use the Respondent's total response stated on the Response Form when making price comparisons for Award purposes.

1.3.2. EVALUATION PROCESS

JEA intends to sell the parcel to a single Respondent who presents the highest offer and meets all of the criteria stated in this Solicitation.

1.4. SELECTION CRITERIA

1.4.1. TIE

In the event that there are two (2) Responses on the property that meet or exceed the reserve price that are the same amount, the tie shall be resolved in accordance with JEA's Procurement Code and Operational Procedures.

1.5. GENERAL INSTRUCTIONS

1.5.1. SUBMITTING THE RESPONSE

The Respondent shall submit one (1) original response offer on the attached response form found in Appendix B.

1.5.2. ADDENDA

JEA may issue Addenda prior to the Response opening date to revise, in whole or in part, or clarify the intent or requirements of the Solicitation. The Respondent shall be responsible for ensuring it has received all Addenda prior to submitting its Response and shall acknowledge receipt of all Addenda by indicating where requested on the Response Form. JEA will post all Addenda when issued online at jea.com. The Respondent must obtain Addenda from the JEA website. All Addenda will become part of the Solicitation and any resulting Contract Documents. It is the responsibility of each Respondent to ensure it has received and incorporated all Addenda into its Response. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Response.

1.5.3. DEFINED TERMS

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

1.5.4. SUNSHINE LAW

GENERAL

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

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

In the event of a request for public records to which documents that are marked as confidential are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify Respondent that such an assertion has been made. It is Respondent's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of Respondent's redacted information under legal process, JEA shall give

Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Respondent shall be responsible for defending its determination that the redacted portions of its response are not subject to disclosure.

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

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

1.5.5. ETHICS

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

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

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

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

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Responses from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Respondent listed on the Convicted Vendor list for any transaction exceeding \$35,000 for a period of 36 months from the date of being placed on the Convicted Vendor list.

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

2. CONTRACTUAL TERMS AND CONDITIONS

The Purchase Agreement will incorporate by reference the terms contained in the Solicitation portion of this document provided in Section 1, the contractual terms provided in Section 2; and the Technical Specifications provided in Section 3.

2.1. DEFINITIONS

2.1.1. DEFINITIONS

Words and terms defined in this section shall have the same meaning throughout all parts of this Solicitation, Purchase Order (also referred to herein as the "Contract and/or Purchase Agreement"). 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 Purchase Order or Contract, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

2.1.2. ADDENDUM/ADDENDA

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

2.1.3. AWARD

A Purchase Agreement will be issued to the responsive, responsible Respondent who submitted the highest offer.

2.1.4. PURCHASE AGREEMENT

An agreement between JEA and the Respondent, signed by both parties, which incorporates all the purchase agreement documents (the "Purchase Agreement Documents"). The Purchase Agreement shall not be altered without an Amendment to the Purchase Agreement and executed by JEA and the Company.

2.1.5. JEA REPRESENTATIVE

The person assigned by JEA to administer the Contract.

2.1.6. RESPONSE

The document describing the company's offer submitted in response to this IFB.

2.1.7. RESPONDENT

The respondent to this Solicitation. Individual or company making an offer to purchase the parcel of land.

2.1.8. SOLICITATION

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

2.2. PURCHASE AGREEMENT DOCUMENTS

2.2.1. ORDER OF PRECEDENCE

The Purchase agreement shall consist of JEA's Purchase Agreement together with the Solicitation including, but not limited to, the executed Response Documents, which shall be collectively referred to as the Purchase Agreement Documents. This Purchase Agreement is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Purchase Agreement. The Purchase Agreement 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 Purchase Agreement Documents upon discovery. Should the Company proceed with the Services prior to written resolution of the error or conflict by JEA, all Services performed is at the sole risk of the Company. JEA will generally consider this precedence of the Purchase Agreement Documents in resolving any conflict, error, or discrepancy:

- PURCHASE AGREEMENT Amendments
- Executed PURCHASE AGREEMENT Documents
- Exhibits to PURCHASE AGREEMENT Documents
- Addenda to JEA IFB
- Drawings associated with this IFB
- Exhibits and Attachments to this IFB
- Technical Specifications associated with this IFB
- IFB Solicitation
- Respondent's Offer

The figure dimensions on drawings shall govern over scale dimensions. Purchase Agreement and detailed drawings shall govern over general drawings. The Company shall perform any Services that may reasonably be inferred from the Contract as being required whether or not it is specifically called for.

2.3. OFFER AND PAYMENTS

2.3.1. PAYMENT TERMS

The Company shall submit payment in accordance with the payment method agreed upon in the Purchase Agreement Documents.

2.3.2. PUBLICITY AND ADVERTISING

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

A delay or omission by JEA to exercise any right or power under this Purchase Agreement shall not be construed to be a waiver thereof. A waiver by JEA under this Purchase Agreement 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 Purchase Agreement shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Purchase Agreement.

3. PURCHASE AGREEMENT

3.1. PURCHASE AGREEMENT (APPENDIX A)

The Purchase Agreement Form (Atlantic Blvd Sale) can be found in Appendix A.

4. FORMS

4.1. FORMS (APPENDIX B- RESPONSE FORM)

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

5. APPRAISAL

5.1. APPRAISAL AND OTHER DOCUMENTS (APPENDIX C)

The following forms can be found in Appendix C. The large document files can be obtained on the JEA website at www.jea.com.

- Appraisal 04-17-2019
- Property Appraiser's Page
- Survey 9201 Atlantic Blvd
- JEA Atl @ SSide Util Esmt
- JEA Atl @ SSide Util Esmt w Util
- JEA Title Insurance Policy
- JEA Vesting Deed
- Prior Easements on File
- Phase I ESA 2-25-11
- Phase II ESA 4-11-11