

**Solicitation
For Participation in
Class 211 Bucket Truck Purchases**



**Jacksonville, FL
Solicitation Number 131-17**

Mandatory Pre-Bid Meeting and Vehicle On-site Review in Person on Tuesday, August 8, 2017 at 10:00 a.m.

**Mandatory Pre-Bid Meeting Location: JEA System Operations Control Center (SOCC), Small Conference
Room B**

7720 Ramona Blvd, Jacksonville, FL 32221

Mandatory On-site Vehicle Review will follow the meeting

Bids are due on Tuesday, August 29, 2017 by 12:00 pm

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 Bids received from qualified Bidders Tuesday, August 29, 2017 at
2:00 p.m. in the JEA Bid Office, Customer Center 1st Floor, Room 002, 21 W. Church Street, Jacksonville, FL**

Table of Contents

| | | |
|---------|--|----|
| 1. | SOLICITATION | 5 |
| 1.1. | INVITATION | 5 |
| 1.1.1. | SCOPE OF WORK..... | 5 |
| 1.1.2. | BACKGROUND | 5 |
| 1.1.3. | INVITATION TO BID | 5 |
| 1.1.4. | QUESTIONS..... | 6 |
| 1.1.5. | MANDATORY PRE-BID MEETING AND ONSITE VEHICLE REVIEW IN PERSON..... | 6 |
| 1.1.6. | OPENING OF BIDS..... | 6 |
| 1.2. | SPECIAL INSTRUCTIONS..... | 6 |
| 1.2.1. | MINIMUM QUALIFICATIONS | 6 |
| 1.2.2. | NUMBER OF CONTRACTS TO BE AWARDED | 7 |
| 1.2.3. | REQUIRED FORMS TO BE SUBMITTED WITH BID | 7 |
| 1.2.4. | LIQUIDATED DAMAGES IN CONTRACT..... | 7 |
| 1.3. | EVALUATION METHODOLOGY | 7 |
| 1.4. | GENERAL INSTRUCTIONS | 8 |
| 1.4.1. | SUBMITTING THE BID | 8 |
| 1.4.2. | ADDENDA..... | 8 |
| 1.4.3. | CONTRACT EXECUTION AND START OF WORK..... | 8 |
| 1.4.4. | DEFINED TERMS | 8 |
| 1.4.5. | EX PARTE COMMUNICATION..... | 9 |
| 1.4.6. | CERTIFICATION AND REPRESENTATIONS OF THE COMPANY | 9 |
| 1.4.7. | ETHICS | 9 |
| 1.4.8. | JEAS PUBLICATIONS..... | 10 |
| 1.4.9. | MATHEMATICAL ERRORS..... | 10 |
| 1.4.10. | MODIFICATION OR WITHDRAWAL OF BIDS | 10 |
| 1.4.11. | PROHIBITION AGAINST CONTINGENT FEES | 10 |
| 1.4.12. | PROTEST OF SOLICITATION AND AWARD PROCESS | 11 |
| 1.4.13. | RESERVATION OF RIGHTS TO JEAS..... | 11 |
| 1.4.14. | SUNSHINE LAW | 11 |
| 1.4.15. | SUBCONTRACTORS..... | 12 |
| 1.5. | JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS.... | 12 |
| 1.5.1. | OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM | 12 |
| 2. | CONTRACT TERMS AND CONDITIONS..... | 13 |
| 2.1. | CONTRACT TERMS AND CONDITIONS | 13 |
| 2.2. | DEFINITIONS..... | 13 |
| 2.2.1. | DEFINITIONS | 13 |
| 2.2.2. | ACCEPTANCE | 13 |
| 2.2.3. | ADDENDUM/ADDENDA | 13 |
| 2.2.4. | ANNIVERSARY DATE | 13 |
| 2.2.5. | AWARD | 13 |
| 2.2.6. | CONTRACT..... | 13 |
| 2.2.7. | CONTRACT ADMINISTRATOR..... | 14 |
| 2.2.8. | CONTRACT AMENDMENT | 14 |
| 2.2.9. | CONTRACT PRICE..... | 14 |
| 2.2.10. | CONTRACT TIME..... | 14 |
| 2.2.11. | DEFECT..... | 14 |
| 2.2.12. | HOLIDAYS | 14 |
| 2.2.13. | INVOICE | 14 |

| | | |
|---------|---|----|
| 2.2.14. | JEA | 14 |
| 2.2.15. | JEA REPRESENTATIVES..... | 14 |
| 2.2.16. | PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER..... | 15 |
| 2.2.17. | PERFORMANCE - TOP PERFORMANCE/PERFORMER..... | 15 |
| 2.2.18. | PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER..... | 15 |
| 2.2.19. | PURCHASE ORDER (PO)..... | 15 |
| 2.2.20. | BID..... | 15 |
| 2.2.21. | BIDDER..... | 15 |
| 2.2.22. | SUBCONTRACTOR..... | 15 |
| 2.2.23. | SOLICITATION..... | 15 |
| 2.2.24. | TASK ORDER..... | 15 |
| 2.2.25. | TERM..... | 15 |
| 2.2.26. | UNIT PRICES..... | 16 |
| 2.2.27. | WORK OR SCOPE OF SERVICES..... | 16 |
| 2.3. | CONTRACT DOCUMENTS | 16 |
| 2.3.1. | ORDER OF PRECEDENCE..... | 16 |
| 2.4. | PRICE AND PAYMENTS | 16 |
| 2.4.1. | PAYMENT METHOD- UPON DELIVERY AND INVOICE..... | 16 |
| 2.4.2. | LIQUIDATED DAMAGES | 16 |
| 2.4.3. | COST SAVING PLAN..... | 17 |
| 2.4.4. | DISCOUNT PRICING | 17 |
| 2.4.5. | INVOICING AND PAYMENT TERMS..... | 17 |
| 2.4.6. | JSEB - INVOICING AND PAYMENT | 18 |
| 2.4.7. | OFFSETS..... | 18 |
| 2.4.8. | TAXES | 18 |
| 2.5. | WARRANTIES AND REPRESENTATIONS | 18 |
| 2.5.1. | WARRANTY | 18 |
| 2.6. | INSURANCE, INDEMNITY AND RISK OF LOSS..... | 19 |
| 2.6.1. | INSURANCE | 19 |
| 2.6.2. | INDEMNIFICATION (JEA STANDARD) | 20 |
| 2.6.3. | RISKS AND PROPERTY..... | 21 |
| 2.7. | TERM AND TERMINATION | 21 |
| 2.7.1. | TERM OF CONTRACT – THROUGH COMPLETION OF THE WORK..... | 21 |
| 2.7.2. | TERMINATION FOR CONVENIENCE..... | 21 |
| 2.7.3. | TERMINATION FOR DEFAULT..... | 21 |
| 2.8. | CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION | 22 |
| 2.8.1. | PUBLIC RECORDS LAWS | 22 |
| 2.8.2. | PROPRIETARY INFORMATION | 24 |
| 2.8.3. | PUBLICITY AND ADVERTISING | 24 |
| 2.8.4. | PATENTS AND COPYRIGHTS | 24 |
| 2.9. | LABOR..... | 25 |
| 2.9.1. | NONDISCRIMINATION | 25 |
| 2.9.2. | LEGAL WORKFORCE | 25 |
| 2.9.3. | PROHIBITED FUTURE EMPLOYMENT..... | 25 |
| 2.9.4. | HIRING OF OTHER PARTY'S EMPLOYEES..... | 26 |
| 2.9.5. | COMPANY'S LABOR RELATIONS..... | 26 |
| 2.10. | COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT..... | 26 |
| 2.10.1. | CHANGE IN SCOPE OF SERVICES..... | 26 |
| 2.10.2. | COMPANY REPRESENTATIVES..... | 26 |
| 2.10.3. | COMPANY REVIEW OF PROJECT REQUIREMENTS..... | 26 |

| | | |
|----------|--|----|
| 2.10.4. | LICENSES | 26 |
| 2.10.5. | SAFETY AND PROTECTION PRECAUTIONS | 26 |
| 2.11. | VENDOR PERFORMANCE EVALUATION | 27 |
| 2.11.1. | VENDOR PERFORMANCE EVALUATION | 27 |
| 2.12. | JEA RESPONSIBILITIES | 28 |
| 2.12.1. | SUSPENSION OF SERVICES | 28 |
| 2.12.2. | FORCE MAJEURE..... | 28 |
| 2.12.3. | COORDINATION OF SERVICES PROVIDED BY JEA | 29 |
| 2.13. | MISCELLANEOUS PROVISIONS | 29 |
| 2.13.1. | AMBIGUOUS CONTRACT PROVISIONS | 29 |
| 2.13.2. | AMENDMENTS..... | 29 |
| 2.13.3. | APPLICABLE STATE LAW; VENUE; SEVERABILITY | 29 |
| 2.13.4. | CUMULATIVE REMEDIES..... | 29 |
| 2.13.5. | DELAYS | 30 |
| 2.13.6. | ENTIRE AGREEMENT | 30 |
| 2.13.7. | EXPANDED DEFINITIONS..... | 30 |
| 2.13.8. | HEADINGS | 30 |
| 2.13.9. | INDEPENDENT CONTRACTOR | 30 |
| 2.13.10. | LANGUAGE AND MEASUREMENTS..... | 30 |
| 2.13.11. | MEETINGS AND PUBLIC HEARINGS | 30 |
| 2.13.12. | NEGOTIATED CONTRACT | 30 |
| 2.13.13. | NONEXCLUSIVE | 31 |
| 2.13.14. | REFERENCES | 31 |
| 2.13.15. | RIGHT TO AUDIT AND FINANCIAL REPORTING..... | 31 |
| 2.13.16. | SEVERABILITY | 32 |
| 2.13.17. | SUBCONTRACTING OR ASSIGNING OF CONTRACT | 32 |
| 2.13.18. | SURVIVAL..... | 32 |
| 2.13.19. | TIME AND DATE..... | 33 |
| 2.13.20. | TIME OF ESSENCE..... | 33 |
| 2.13.21. | WAIVER OF CLAIMS | 33 |
| 3. | TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK..... | 33 |
| 4. | FORMS..... | 33 |

Solicitation

1. SOLICITATION

1.1. INVITATION

1.1.1. SCOPE OF WORK

It is the intent of the JEA to purchase FIVE (5) ONE-TON / DIESEL DUALY / CREW CAB / 4X4 / UTILITY BODY / FORTY FOOT (40') BUCKET TRUCKS, (RAM 5500 with 19,500 GVWR / ALTEC AT40G, HIGH RANGER LT40 or Equal). All units must be tested and delivered to JEA Fleet Facility (5717 New Kings Road Jacksonville, Florida 32209) in complete operational condition, with all required equipment and documentation by **July 25, 2018**.

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

1.1.2. BACKGROUND

JEA owns, operates and manages the electric system established by the City of Jacksonville, Florida in 1895. JEA is also co-owner, with Florida Power and Light ("FPL") of the St Johns River Power Park ("SJRP"). In June 1997, JEA also assumed operation of the water and sewer system previously managed by the City. JEA is Florida's largest municipally owned utility and the seventh largest municipal in the United States.

1.1.3. INVITATION TO BID

You are invited to bid on the Solicitation noted below:

JEA SOLICITATION Title: Class 211 Bucket Truck Purchases

JEA SOLICITATION Number: 131-17

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

Bid Due Time: 12:00P.M. - ALL LATE BIDS FOR WHATEVER REASON WILL BE RETURNED UNOPENED

Bid Due Date: Tuesday, August 29, 2017

All Bids must reference the JEA SOLICITATION Title and Number noted above. All Bids must be made on the appropriate forms as specified within this SOLICITATION, and placed in an envelope marked to identify this SOLICITATION and delivered or mailed to:

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

The Bidder shall be solely responsible for delivery of its Bid 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 Bid 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 Bidder's risk. Bids are due by the time and on the date listed above.

ALL LATE BIDS FOR WHATEVER REASON WILL BE RETURNED UNOPENED.

1.1.4. QUESTIONS

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

For Procurement Questions:

Buyer: Nickolas Dambrose

E-mail: dambnc@jea.com

Technical Questions:

Contact: Thurman McGlothlin

E-mail: mcgltc@jea.com

1.1.5. MANDATORY PRE-BID MEETING AND ONSITE VEHICLE REVIEW IN PERSON

There will be a mandatory Pre-Bid meeting and onsite vehicle review. All interested parties must attend the Pre-Bid meeting and onsite vehicle review. Each Bidder will be required to sign in at the beginning of the meeting. A Bidder shall only sign in representing one company, unless otherwise specified by JEA. Bidders not attending the Pre-Bid meeting shall have their Bids rejected, and returned unopened.

Bidders shall be on time to the Pre-Bid meeting and Bidders must be present at the starting time of the meeting. Bidders not arriving on time for the meeting will have their Bids rejected, and returned unopened.

PLEASE BE AWARE DUE TO JEA SECURITY PROCEDURES IT MAY TAKE UP TO FIFTEEN (15) MINUTES TO OBTAIN ACCESS TO A JEA FACILITY. PLEASE PLAN ACCORDINGLY SO AS TO ARRIVE TO THE PRE-BID MEETING ON TIME.

PRE-BID MEETING AND ONSITE VEHICLE REVIEW TIME: 10:00 am

PRE-BID MEETING AND ONSITE VEHICLE REVIEW DATE: Tuesday, August 8, 2017

PRE-BID MEETING AND ONSITE VEHICLE REVIEW LOCATION:

JEA System Operations Control Center (SOCC),

Small Conference Room B

7720 Ramona Blvd, Jacksonville, FL 32221

1.1.6. OPENING OF BIDS

All Bids received shall be publicly announced and recorded at 2:00 PM on Tuesday, August 29, 2017 in the JEA Bid Office, 21 West Church Street, Customer Center, 1st Floor, Room 002, Jacksonville, FL 32202. At the opening of the Bids, a JEA representative will publicly open each Bid that was received prior to the due date and time, except for those Bids that have been properly withdrawn. JEA has the right to waive any irregularities or informalities in the Bids.

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS

Bidder shall meet the following Minimum Qualifications to be considered eligible to submit a Bid to this SOLICITATION. A Bidder not meeting all of the following criteria will have their Bid rejected:

- o The Bidder shall be a manufacturer authorized dealer of equipment being provided. JEA will verify this with the manufacturer, if necessary.

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

1.2.2. NUMBER OF CONTRACTS TO BE AWARDED

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

1.2.3. REQUIRED FORMS TO BE SUBMITTED WITH BID

The following forms must be completed and submitted to JEA at the timeframes stated below. The Bidder can obtain the required forms, Bid Form and Bid Workbook, by downloading them from JEA.com.

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

- o Bid Form- This can be found in Appendix B
- o Bid Workbook - This can be found in Appendix B

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

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

- o List of JSEB Certified Firms (if any)
- o List of Subcontractors/Shop Fabricators (if any)
- o Conflict of Interest Certificate Form - This form can be found at JEA.com
- o Insurance certificate
- o W-9
- o Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- o Any technical submittals as requires by the Technical Specifications

1.2.4. LIQUIDATED DAMAGES IN CONTRACT

The Contract issued pursuant to this Solicitation contains liquidated damages tied to project completion deadlines. The Bidder should review the specific time frames and liquidated damage amounts prior to submitting its Bid.

1.3. EVALUATION METHODOLOGY

1.3.1.1. COMPETITIVE SEALED BIDDING (INVITATION FOR BIDS)

The Bidder shall submit its sealed Bid in response to this Solicitation no later than the Bid due date and time indicated herein. At the public opening of the Bids, the Bids from all Bidders will be publicly announced. After the public opening, JEA will subsequently review Bids to determine if they meet the minimum qualifications as stated in this Solicitation. JEA will Award the Contract to the lowest responsive and responsible Bidder whose Bid meets or exceeds the minimum qualifications, and whose Bid Price represents the lowest cost to JEA.

NO EXCEPTIONS ARE ALLOWED IN AN INVITATION TO BID. IF THE BIDDER OBJECTS IN ANY MANNER TO THE TERMS AND CONDITIONS OR TECHNICAL SPECIFICATIONS, THE OBJECTION MUST BE ADDRESSED IN WRITING FIVE (5) BUSINESS DAYS PRIOR TO THE BID OPENING DATE, AND THE OBJECTION MAY BE ADDRESSED IN AN ADDENDUM IF JEA BELIEVES THAT A

CLARIFICATION OR CHANGE IS NECESSARY. ANY MODIFICATIONS, EXCEPTIONS OR OBJECTIONS STATED WITHIN THE BID DOCUMENTS SHALL SUBJECT THE BID TO BE REJECTED.

1.3.1.2. BASIS OF AWARD - LOWEST BID

JEA will Award this Contract to the responsive and responsible Bidder whose Bid meets or exceeds the Minimum Qualifications set forth in this Solicitation, and the Bidder's price represents the lowest cost to JEA.

JEA will use the Bidder's Total Bid Price stated on the Bid Form when making price comparisons for Award purposes.

1.4. GENERAL INSTRUCTIONS

1.4.1. SUBMITTING THE BID

The Bidder shall submit one (1) original Bid, two (2) duplicates (hardcopies) and one (1) CD or flash drive. For the submitted electronic copy, the Bidder shall provide a tracked changes version of any terms and conditions comments and an excel version of the quotation of rates workbook. Combed binders are preferred. If there is a discrepancy between the electronic and the hard copy, the hard copy will prevail. JEA will not accept Bids transmitted via email. **IF BIDDER IS INTERESTED IN RECEIVING A BID FORM IN A WORD FORMAT, PLEASE EMAIL dambnc@jea.com WITH THE REQUEST. REQUESTS MUST BE MADE NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE BID OPENING.**

1.4.2. ADDENDA

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

1.4.3. CONTRACT EXECUTION AND START OF WORK

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

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

1.4.4. DEFINED TERMS

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

1.4.5. EX PARTE COMMUNICATION

Ex Parte Communication is defined as any inappropriate communication concerning an SOLICITATION between a company submitting a Bid and a JEA representative during the time in which the SOLICITATION is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of the SOLICITATION in which a company becomes privy to information not available to the other Bidders. Social contact between companies and JEA Representatives should be kept to an absolute minimum during the SOLICITATION process.

Ex Parte Communication is strictly prohibited. Failure to adhere to this policy will disqualify the noncompliant company's Bid. Any questions or clarifications concerning this SOLICITATION must be sent in writing via email to the JEA Buyer at least five (5) business days prior to the opening date. If determined by JEA, that a question should be answered or an issue clarified, JEA will issue an addendum to all Bidders.

1.4.6. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

By signing and submitting the Bid Form, the Bidder certifies and represents as follows:

- A. That the individual signing the Bid Form is a duly authorized agent or officer of the Bidder. Bids submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Bid Form, satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Bid is submitted by a partnership, the Bid Form must be signed by a partner whose title must be listed under the signature. If an individual other than a partner signs the Bid Form, satisfactory evidence of authority to sign must be submitted upon request by JEA.
- B. That every aspect of the Bid and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.
- C. The corporation or partnership must be in active status at the Florida Division of Corporations (www.sunbiz.org) prior to any subsequent Award of Contract.
- D. That the Bidder maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, contractor's license and occupational licenses necessary to perform the Work. The Bidder also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Bidder shall immediately notify JEA of status change.
- E. That the Bidder has read, understands and will comply with the Section titled Ethics.

1.4.7. ETHICS

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

The Bidder shall submit only one (1) Bid in response to this Solicitation. If JEA has reasonable cause to believe the Bidder has submitted more than one (1) Bid for the same Work, other than as a Subcontractor or subsupplier, JEA shall disqualify the Bid and may pursue debarment actions.

The Bidder shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Bid by completing and submitting the Conflict of Interest Certificate Form found at jea.com. Failure to fully complete and submit the Conflict of Interest Certificate may disqualify the Bid. If JEA has reason to believe that collusion exists among the Bidders, JEA shall reject any and all Bids from the suspected Bidder s and will proceed to debar Bidder 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 Bids from JEA officers or employees, as well as, any and all Bids in which a JEA officer or employee has a financial interest.

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Bids 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 Bidder listed on the Convicted Vendor list for any

transaction exceeding \$35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list.

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

1.4.8. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.4.9. MATHEMATICAL ERRORS

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

1.4.10. MODIFICATION OR WITHDRAWAL OF BIDS

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

1.4.11. PROHIBITION AGAINST CONTINGENT FEES

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

1.4.12. PROTEST OF SOLICITATION AND AWARD PROCESS

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

1.4.13. RESERVATION OF RIGHTS TO JEA

This SOLICITATION provides potential Companies with information to enable the submission of written offers. This SOLICITATION is not a contractual offer or commitment by JEA to purchase products or services.

Bids shall be good for a period of ninety (90) days following the opening of the Bids.

JEA reserves the right to reject any or all Bids, or any part thereof, and/or to waive informalities if such action is in its best interest. JEA may reject any Bids that it deems incomplete, obscure or irregular including, but not limited to, Bids that omit a price on any one or more items for which prices are required, Bids that omit Unit Prices if Unit Prices are required, Bids for which JEA determines that the Bid is unbalanced, Bids that offer equal items when the option to do so has not been stated, Bids that fail to include a Bid Bond, where one is required, and Bids from Companies who have previously failed to satisfactorily complete JEA contracts of any nature or who have been scored by JEA as "Unacceptable" and as a result, are temporarily barred from bidding additional work.

JEA reserves the right to cancel, postpone, modify, reissue and amend this SOLICITATION at its discretion.

JEA reserves the right to cancel or change the date and time announced for opening of Bids at any time prior to the time announced for the opening of Bids. JEA may Award the Contract in whole or in part. In such cases whenever JEA exercises any of these reservations, JEA will make a commercially reasonable effort to notify, in writing, all parties to whom SOLICITATIONS were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.4.14. SUNSHINE LAW

General

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

Redacted Submissions

If a Bidder believe that any portion of the documents, data or records submitted in response to this SOLICITATION are exempt from Florida's Public Records Law, Bidder 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 Bid (the "Redacted Copy"). The cover of the Redacted Copy shall contain JEA's title and number for this SOLICITATION and Bidder's name, and shall be clearly labeled "Redacted Copy." Bidder should only redact those portions of records that Bidder claims are specifically exempt from the Florida Public Records Laws. If Bidder 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 Bidder that such an assertion has been made. It is Bidder'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 Bidder's redacted information under legal process. JEA shall give Bidder

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

By submitting a Bid to this SOLICITATION, Bidder 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 Bidder's determination that the redacted portions of its Bid to this Solicitation are not subject to disclosure.

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'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

1.4.15. SUBCONTRACTORS

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

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

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

1.5.1. OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM

It is at the Bidder's option as to whether it chooses to subcontract to a JSEB firm. JEA encourages the use of JSEB qualified firms; however, the Bidder is not required to utilize JSEB firms to be Awarded this Contract.

JSEB firms that qualify for this Contract are only those shown on the current City of Jacksonville JSEB directory appearing at www.COJ.net. Certification of JSEB firms must come from the City of Jacksonville. No other agency or organization is recognized for purposes of this Contract.

In no case shall the Bidder make changes to the JSEB firms listed in its Bid, revise the JSEB Scope of Work or amount of Work as stated in its Bid without prior written notice to the JEA Contract Administrator, and without subsequent receipt of written approval for the JEA Contract Administrator.

Any subcontractors of Bidder shall procure and maintain the insurance required of Bidder hereunder during the life of the subcontracts. Subcontractors' insurance may either be by separate coverage or by endorsement under insurance provided by Bidder. Note: Any JSEB firms identified by Bidder for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as Bidder in this Solicitation). Bidders should show good faith efforts in providing assistance to JSEB firms in the securing of

Subcontractors' insurance requirements stated in this section. Bidder shall submit subcontractors' Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA's job sites.

All question and correspondence concerning the JSEB program should be addressed to the following contact: G. Nadine Carswell, JSEB Manager, JEA, (904) 665-6257, carsgs@jea.com.

2. CONTRACT TERMS AND CONDITIONS

2.1. CONTRACT TERMS AND CONDITIONS

2.2. DEFINITIONS

2.2.1. DEFINITIONS

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

2.2.2. ACCEPTANCE

JEAs 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 JEAs satisfaction. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance does not in any way limit JEAs rights under the Contract or applicable laws, rules and regulations.

2.2.3. ADDENDUM/ADDENDA

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

2.2.4. ANNIVERSARY DATE

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

2.2.5. AWARD

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

2.2.6. CONTRACT

An agreement between JEA and the Bidder, 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 Bidder, or a JEA issued Change Order.

2.2.7. CONTRACT ADMINISTRATOR

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

2.2.8. CONTRACT AMENDMENT

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

2.2.9. CONTRACT PRICE

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

2.2.10. CONTRACT TIME

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

2.2.11. DEFECT

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

2.2.12. HOLIDAYS

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

2.2.13. INVOICE

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

2.2.14. JEA

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

2.2.15. JEA REPRESENTATIVES

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

2.2.16. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER

The Bidder 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 Bidder 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. BID

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

2.2.21. BIDDER

The Bidder to this Solicitation.

2.2.22. SUBCONTRACTOR

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

2.2.23. SOLICITATION

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

2.2.24. TASK ORDER

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

2.2.25. TERM

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

2.2.26. UNIT PRICES

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

- o Executed Contract Documents
- o Contract Amendments
- o Exhibits to Contract Documents
- o Addenda to JEA SOLICITATION
- o Drawings associated with this SOLICITATION
- o Exhibits and Attachments to this SOLICITATION
- o Technical Specifications associated with this SOLICITATION
- o Bid Documents
- o References

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- UPON DELIVERY AND INVOICE

Company shall invoice JEA upon delivery and Acceptance of the Work. Invoices may be submitted for each delivery, or on a monthly basis for deliveries that occurred during the month.

2.4.2. LIQUIDATED DAMAGES

If the Company fails to complete delivery and obtain JEA's Acceptance of the goods on or before **07/25/2018**, the Company shall pay JEA the sum of **\$28.38 per unit per day** for each and every calendar day, including Sundays and Holidays, starting on this day until the date delivery is complete and Accepted by JEA.

Liquidated Damages are capped at a maximum of ten percent (10%) of the Contract Price.

The Company understands and agrees that said daily sum is to be paid not as a penalty, but as compensation to JEA as a fixed and reasonable liquidated damages for losses that JEA will suffer because of such default, whether through increased administrative and engineering costs, interference with JEA's normal operations, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.

Liquidated damages may, at JEA's sole discretion, be deducted from any monies held by JEA that are otherwise payable to Company.

The Company's responsibility for liquidated damages shall in no way relieve the Company of any other obligations under the Contract

2.4.3. 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.

2.4.4. DISCOUNT PRICING

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

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

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

2.4.5. INVOICING AND PAYMENT TERMS

Within sixty (60) days from completion of the Work, the Company shall submit all Invoices in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following address: JEA Accounts Payable, P.O. Box 4910, Jacksonville, FL 32201-4910.

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

JEA may reject any Invoice or Application for Payment within twenty (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 Bidder the revised amount within ten (10) days.

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

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

2.4.6. 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. OFFSETS

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

2.4.8. TAXES

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

2.4.9 COMPANY RESPONSIBLE FOR JEA COSTS ASSOCIATED WITH WITNESSING VEHICLE INSPECTION

The Company shall notify the JEA Representative in advance of inspection per the following:

- Seventy-two (72) hours when the testing location is less than 100 miles from JEA headquarters, or
- 144 hours when the testing location is more than 100 miles from JEA Headquarters, or
- If the testing location is more than 100 miles from JEA Headquarters, the Company shall be responsible for the costs associated with providing suitable lodging for no less than three (3) JEA Representatives, including a \$75/day *per-diem* and mileage reimbursement at the current IRS Business rate/mile for every mile traveled over 100 miles. These rates shall apply round trip to air and road miles.

If applicable, JEA's inspection costs shall be included in the submitted pricing in the Bid Workbook.

2.5. WARRANTIES AND REPRESENTATIONS

2.5.1. WARRANTY

The Company unconditionally warrants to Minimum (1) One Year warranty on Chassis & All Attachments (Parts, Travel & Labor). Must include all standard manufacturer warranties from the date of JEA Acceptance, that all Work furnished under the Task Order, including but not limited to, materials, equipment, goods, workmanship, labor, services, and intellectual property, including derivative works shall be:

- Performed in a safe, professional and workman-like manner; and
- Free from Defects in design, material, and workmanship; and
- Fit for the use and purpose specified or referred to in the Contract; and
- Suitable for any other use or purpose as represented in writing by the Company; and
- In conformance with the Contract Documents; and

- Merchantable, new and of first-class quality.
- Conform to all applicable standards and regulations promulgated by federal, state, local laws and regulations, standards boards, organizations of the Department of State, and adopted industry association standards.

Labor/Services:

At JEA's option, if the Company performs labor/services that fails to conform to the above mentioned warranties, JEA may correct the Defect at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time upon notice by JEA, or JEA may return the Work at the Company's expense and terminate the Contract.

Materials, Supplies or Goods:

At JEA's option, if the Company provides materials, supplies, or goods that fail to conform to the above mentioned warranties, JEA may correct the Defect at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time upon notice by JEA, or JEA may return the Work for correction or replacement at the Company's expense, or JEA may return the Work at the Company's expense and terminate the Contract.

If, within the warranty period, JEA determines that any of the materials, supplies or goods are defective or exhibit signs of excess deterioration, the Company, at its own expense, shall repair, adjust, or replace the defective Work to the complete satisfaction of JEA. The Company shall pay all costs of removal, transportation, reinstallation, repair, and all other associated costs incurred in connection with correcting such Defects in the Work. The Company shall correct any Defects only at times designated by JEA. The Company shall extend the warranty period an additional twelve (12) months for any portion of the Work that has undergone warranty repair or replacement, but in no case shall the maximum warranty be extended beyond thirty-six (36) months.

If Work includes items covered under a manufacturer's or Subcontractor's warranty that exceeds the requirements stated herein, Company shall transfer such warranty to JEA. Such warranties, do not in any way limit the warranty provided by the Company to JEA.

JEA may repair or replace any defective Work at the Company's expense when the Company fails to correct the Defect within a reasonable time of receiving written notification of the Defect by JEA, when the Company is unable to respond in an emergency situation, or when necessary to prevent JEA from substantial financial loss. Where JEA makes repairs or replaces defective Work, JEA will issue the Company a written accounting and invoice of all such work to correct Defects.

Where spare parts may be needed, Company warrants that spare parts will be available to JEA for purchase for at least seventy-five percent (75%) of the stated useful life of the product.

The Company's warranty excludes remedy for damage or Defect caused by abuse, improper or insufficient maintenance, improper operation, or wear and tear under normal usage

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 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.

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two (2) years after Work is complete. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

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

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

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

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

2.6.2. INDEMNIFICATION (JEA STANDARD)

For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless and indemnify JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct

of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract.

2.6.3. RISKS AND PROPERTY

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

2.7. TERM AND TERMINATION

2.7.1. TERM OF CONTRACT – THROUGH COMPLETION OF THE WORK

The Contract shall be in force through completion of all Work, 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.

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

2.7.2. TERMINATION FOR CONVENIENCE

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

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or has become obligated prior to receiving JEA's notice of termination.

Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

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

2.7.3. TERMINATION FOR DEFAULT

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

- The Company assigns or subcontracts the Work without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;

- The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents;
- The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- The Company breaches any of the representations or warranties;
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA; or
- Any material change in the financial or business condition of the Company.

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

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

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

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

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

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

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

- Keep and maintain public records that ordinarily and necessarily would be required by JEA in order to perform service;
- Provide the public with access to public records on the same terms and conditions that JEA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida 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. PROPRIETARY INFORMATION

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

2.8.3. PUBLICITY AND ADVERTISING

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

2.8.4. PATENTS AND COPYRIGHTS

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

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

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

If, in any such suit or proceeding, any part of the Services is held to constitute an infringement and its use is permanently enjoined, Company will, at once, make every reasonable effort to secure for JEA a license, authorizing the continued use of the Services. If Company fails to secure such license for JEA, Company will replace the Services with non-infringing Services, or modify the Services in a way satisfactory to JEA, so that the Services are non-infringing.

2.9. LABOR

2.9.1. NONDISCRIMINATION

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

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

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

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

2.9.2. LEGAL WORKFORCE

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

2.9.3. PROHIBITED FUTURE EMPLOYMENT

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two (2) 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 (2) years from cessation from JEA employment.

2.9.4. HIRING OF OTHER PARTY'S EMPLOYEES

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

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

2.10. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.10.1. CHANGE IN SCOPE OF SERVICES

From time to time, JEA may direct changes and modifications to the scope of the services to be performed under this Contract. The Company is willing and agreeable to accommodate such changes. Such changes shall be in the form of a written amendment. The JEA Representative directly responsible for this Contract will make the final determination as to whether any compensable change to the Company exists.

2.10.2. 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.

2.10.3. COMPANY REVIEW OF PROJECT REQUIREMENTS

The Company shall review the Work requirements and specifications prior to commencing Work. The Company shall immediately notify the Contract Administrator in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. JEA will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order as appropriate if JEA is in agreement with the alleged conflict, and issue revised specifications. Any Work the Company performs prior to receipt of approved Change Order will be at the Company's sole risk.

2.10.4. LICENSES

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

2.10.5. SAFETY AND PROTECTION PRECAUTIONS

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

The Company understands and agrees that JEA Representatives may stop Work at any time that JEA, at its sole discretion, considers the Company's Work to be unsafe or a risk to property, and to direct the Company to, at a minimum, perform as directed in such a way as to render the Work environment safe. The Company understands

and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited to, any costs associated with any JEA directed safety improvements. The Company further understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by JEA to prevent harm to persons or damage to equipment does not, in any way, relieve the Company of this responsibility.

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

2.11. 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 online at JEA.com.

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

Frequency of Evaluations

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

Unacceptable Performance

- o If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have ten (10) days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- o Within thirty (30) days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.
- o If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have fifteen (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 fifteen (15) day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or

- date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.
- o In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.
 - o If the Company receives five (5) or more letters of deficiency within any twelve (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 ten (10) days following the Company's receipt of the scorecard. If the Chief Procurement Officer decides to change the scorecard, the Company will be notified and a revised scorecard will be prepared, with a copy issued to the Company. If the Chief Procurement Officer decides that no change is warranted, the decision of the Chief Procurement Officer is final. If the Company is to be suspended from consideration for future Award of any contracts, the Company may appeal to the Procurement Appeals Board as per JEA Procurement Code.

Public Records

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

2.12. JEA RESPONSIBILITIES

2.12.1. SUSPENSION OF SERVICES

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

2.12.2. 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

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. 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.

2.13.7. EXPANDED DEFINITIONS

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

2.13.8. HEADINGS

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

2.13.9. 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.

2.13.10. 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.

2.13.11. MEETINGS AND PUBLIC HEARINGS

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

2.13.12. 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.

2.13.13. 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.

2.13.14. 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.

2.13.15. RIGHT TO AUDIT AND FINANCIAL REPORTING

Accounting System

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

Audited Financial Statements

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

Content and Retention of Records

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

Inspection /Audit of Records

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

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

Cost of Audits

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

Billing Adjustments and Recoveries

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

2.13.16. 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.

2.13.17. 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.

2.13.18. 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.

2.13.19. 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.

2.13.20. TIME OF ESSENCE

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

2.13.21. WAIVER OF CLAIMS

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

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

3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

4. FORMS

- o Bid Form- This can be found in Appendix B of this SOLICITATION
- o Bid Workbook - This can be found in Appendix B of this SOLICITATION

JEA Solicitation #131-17 Appendix A – Technical Specifications

JEA CLASS 211 CREWCAB:

ONE TON / DIESEL DUALY / CREW CAB / 4X4 / UTILITY BODY / 40 FOOT BUCKET TRUCK

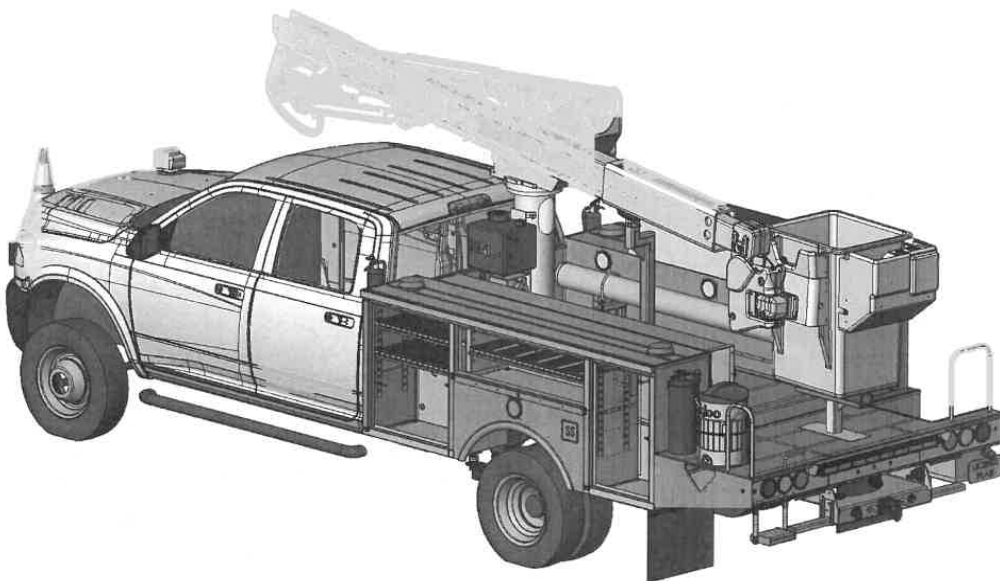
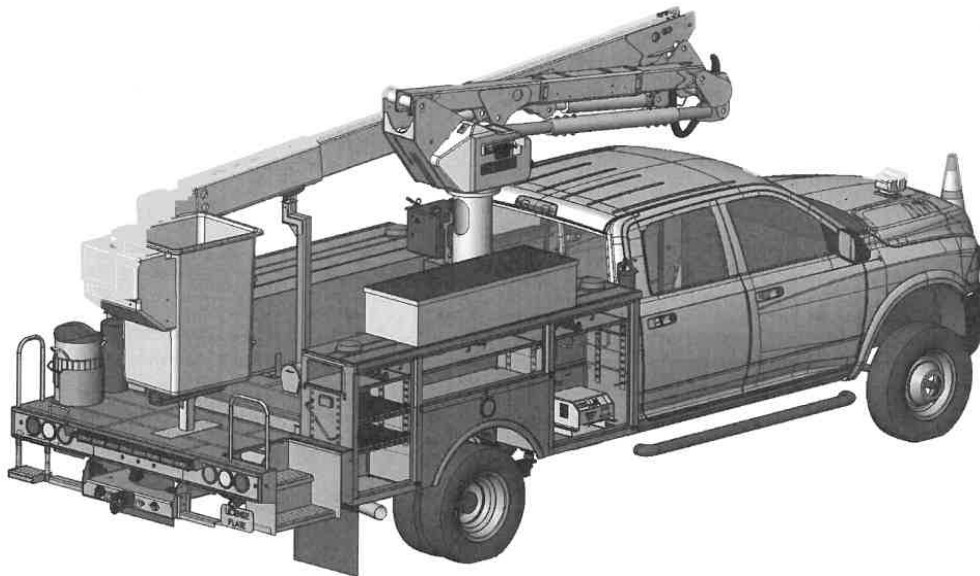
UPDATED JULY 16, 2017

1. SCOPE

It is the intent of the JEA to purchase FIVE (5) ONE TON / DIESEL DUALY / CREW CAB / 4X4 / UTILITY BODY / 40 FOOT BUCKET TRUCKS, (RAM 5500 with 19,500 GVWR / ALTEC AT40G, HIGH RANGER LT40 or Equal). All units must be tested and delivered to JEA Fleet Facility (5717 New Kings Road Jacksonville, Florida 32209) in complete operational condition, with all required equipment and documentation by July 25, 2018.

2. MODEL

New current model year production ONE TON / DIESEL DUALY / CREW CAB / 4X4 / UTILITY BODY / 40 FOOT BUCKET TRUCK (RAM 5500 with 19,500 GVWR / ALTEC AT40G, HIGH RANGER LT40 or Equal). Reference: Current In-Service JEA Units for additional details and clarification.



3. BASE MODEL REQUIREMENTS

3.1 CHASSIS (DIMENSIONS INCLUDE UTILITY BODY / BOOM ATTACHMENTS)

3.1.1 GVWR: 19,500 LBS.

THURMAN C MCGLOTHLIN
904-576-9382

JEA Solicitation #131-17 Appendix A – Technical Specifications

JEA CLASS 211 CREWCAB:

ONE TON / DIESEL DUALY / CREW CAB / 4X4 / UTILITY BODY / 40 FOOT BUCKET TRUCK

UPDATED JULY 16, 2017

- 3.1.2 WB: Not to exceed 177"
- 3.1.3 CA: Not to exceed 64"
- 3.1.4 OVERALL Height (Boom in Stowed Position): Not to exceed 128".
- 3.1.5 OVERALL LENGTH: Not to exceed 326".
- 3.1.6 Minimum Rear Axle Clearance: 8".
- 3.1.7 Minimum Seating Capacity: SIX (6). Include Retractable Center Console / Storage, Front Seat.
- 3.1.8 Pay Load: To accommodate all attachments, tools, materials operator and passengers.

3.2 ENGINE (DIESEL)

- 3.2.1 Horse Power: Minimum 325 HP @ 2600 RPM.
- 3.2.2 Torque: Minimum 675 lbs. @ 2000 RPM.
- 3.2.3 Automatic Idle Shutdown: NO

3.3 TRANSMISSION

- 3.3.1 Minimum SIX (6)-Speed Automatic.
- 3.3.2 PTO PROVISION.

3.4 TOWING

- 3.4.1 Class-4 Towing Package with Pintle / 2" Ball Combination Insert.



- 3.4.2 7 Pin Round Trailer Plug (JEA Standard).



- 3.4.3 Minimum: Max loaded trailer weight (CONVENTIONAL / Behind Bumper) 12,500 lbs.
- 3.4.4 Brake Controller: Integrated in Cab for Electric Brakes.

3.5 DIFFERENTIALS

Limited Slip.

3.6 TIRES

All Terrain Tread.

3.7 WHEELS

19.5" Standard Steel Wheel (White).

3.8 BRAKES

- 3.8.1 Four Wheel Disc Brakes.

JEA Solicitation #131-17 Appendix A – Technical Specifications

JEA CLASS 211 CREWCAB:

ONE TON / DIESEL DUALY / CREW CAB / 4X4 / UTILITY BODY / 40 FOOT BUCKET TRUCK

UPDATED JULY 16, 2017

3.8.2 Anti-Lock Brake System (ABS).

3.9 FUEL TANK

Minimum 40 gallon useable fuel capacity.

3.10 CHASSIS electrical AND LIGHTING (NO SCOTCH LOCK CONNECTIONS)

- 3.10.1 Meters: hour meter, mileage, engine oil pressure, engine temperature, charging system, fuel level (In Cab / Dash Mounted).
- 3.10.2 Auxiliary / Accessory Lugs: To wire GPS, Fuel Rings, Strobe Lights & Etc.
- 3.10.3 All Cab / Chassis Lights: LED ONLY.
- 3.10.4 DC Accessory Power Outlets: 3 DC power outlets in cab for accessories with spring loaded cover (For Cell Phone Chargers & Etc.). See example below (NAPA Part Number & Picture): NAPA Part # BK 7821773 or equal.



- 3.10.5 MASTER SWITCH WITH LOCKOUT/TAGOUT: In Cab, (Mitigate Dead Batteries Due To GPS, Fuel Rings & Etc.). EXAMPLE: TR SERIES DUAL POLE MASTER DISCONNECT SWITCH (500A • DPST • IP67/IP69k • Integrated Lockout Tagout).



- 3.10.6 Auxiliary Jump Ports: Mounted for Easy Access / Front Grill Area.

JEA Solicitation #131-17 Appendix A – Technical Specifications

JEA CLASS 211 CREWCAB:

ONE TON / DIESEL DUALY / CREW CAB / 4X4 / UTILITY BODY / 40 FOOT BUCKET TRUCK

UPDATED JULY 16, 2017



- 3.10.7 LED Rope Lighting: All Utility Body Bins.
- 3.10.8 LED Area/Ground Lighting: Drivers Side, Passengers Side and Rear of Vehicle.
- 3.10.9 LED Strobe Light System: Six Point Recessed.
- 3.10.10 Recessed LED Lights (4): Mounted inside Utility Body/Cargo Area and Tail Shelf Entry Step.
- 3.10.11 LED Spot Lights: Recessed/Mounted in rear light rail.
- 3.10.12 POWER INVERTER: 2400W Pure Sine Wave Inverter with two GFCI Outlets. Mount Inverter in right front utility bin. Mount 1 GFCI Outlet right rear of utility body and 1 in the cab.
- 3.10.13 Whelen LED Directional Light Bar: install on rear of tail shelf.
- 3.10.14 (4) Low Profile LED Strobes: Mounted topside / four corners of utility body. Black out the top portion of the strobes.
- 3.10.15 LED SPOT LIGHT: Mounted Drivers Side Pillar.

3.11 ADDITIONAL REQUIRED CAB/CHASSIS EQUIPMENT

- 3.11.1 Power Package: Power Windows, Locks, Mirrors, Cruise Control & Tilt Wheel.
- 3.11.2 Factory installed Air Conditioner and Heater.
- 3.11.3 Backup Camera (7" or 8" Color Monitor) and Backup Alarm.
- 3.11.4 AM / FM Stereo with Auxiliary Input.
- 3.11.5 Tow/Recovery Hooks: Front & Rear.
- 3.11.6 Window Tint: driver, passenger & rear windows (Max Legal in FL).
- 3.11.7 Step / Nerf Bars: Drivers and Passenger Side.
- 3.11.8 Collapsible Cone Holder (JEA Standard / TEMPLATE): Mounted Center / Front Bumper.



3.12 BOOM ATTACHMENT / INSULATED TELESCOPIC ARTICULATION AERIAL DEVICE.

- 3.12.1 No Outriggers
- 3.12.1 Platform Bucket with INSULATED Liner (400 LBS Capacity): End Mounted 24" X 30" X 42".
- 3.12.2 ROTATION: Continuous.
- 3.12.3 Platform Rotator: 180 Degrees Rotation.
- 3.12.4 Auxiliary Power / Let Down System.
- 3.12.5 Working Height: 45.6 Feet.

THURMAN C MCGLOTHLIN
904-576-9382

JEA Solicitation #131-17 Appendix A – Technical Specifications

JEA CLASS 211 CREWCAB:

ONE TON / DIESEL DUALY / CREW CAB / 4X4 / UTILITY BODY / 40 FOOT BUCKET TRUCK

UPDATED JULY 16, 2017

- 3.12.6 Tool Circuit at Platform.
- 3.12.7 Upper Boom Articulation: Between -14 Degrees and +75 Degrees or greater.
- 3.12.8 Engine Start / Stop: Platform and Lower Controls.
- 3.12.9 Hydraulic Platform Leveling System.
- 3.12.10 Single Handle Upper Control: 4 Function.
- 3.12.11 BOOM/BUCKET: Category C Rating per ANSI A92.2.
- 3.12.12 Hydraulic System: Open Center .
- 3.12.13 Emergency Lowering Valve: Platform.
- 3.12.14 Platform Cover: One.
- 3.12.15 Platform Leveling: At UPPER and LOWER Controls.
- 3.12.16 Hydraulic Boom Extension.
- 3.12.17 Side Reach: Between 26.6 Feet and 29.7 Feet.
- 3.12.19 Include (1) Harness and (1) Lanyard.
- 3.12.20 Lanyard Attachment Points / BOOM: PAINT BLUE.
- 3.12.21 Stabilization: Torsion Bar (NO OUTRIGGERS).
- 3.12.22 Padded Boom Rest.

3.13 ADDITIONAL REQUIRED OPTIONS / UTILITY BODY

- 3.13.1 Ladder Rack: Mounted in utility body, street side of cargo area.
- 3.13.2 Side Entry Tail Shelf: Right rear side access.
- 3.13.3 Weather Proof Lockable Bin: Mounted Passenger Side / Top of Utility Body. Top Opening / Hinged Outside.
- 3.13.4 Sprayed in Bed Liner: include tail shelf, top of utility body & rear bumper surface (LINE X or Equal).
- 3.13.5 Masterlock System: Secondary Utility Body Locking System to Operate from Rear of Body.
- 3.13.6 SIX D-Rings (3 on each side) Inside Utility Bed Mounted Approximately 16" from floor/deck & evenly spaced. Purpose: to secure loads.
- 3.13.7 5 Gallon Water Keg Holder: Aluminum (Include 5 Gallon Water Keg).
- 3.13.8 Aluminum Hand Wash Tank with Ball Valve: Mounted left rear of utility body.

3.14 COLOR / GRAPHICS

- 3.14.1 White exterior.
- 3.14.2 Delete all vendor and manufacturer identification decals except required safety & reference identification tags, decals, data plates & placards.

4 JEA REQUIREMENT PACKAGE 1: (SECTIONS 17-19 BELOW)

4.1 MANUALS, VIDEOS, KEYS & OPERATOR ORIENTATION

- 4.1.1 (1) Set of operator, repair & parts manuals per unit (Include a Thumb Drive or CD Copy).
- 4.1.2 (1) Operator & Safety Training DVD per unit.
- 4.1.3 (5) complete sets of keys per unit (3 FOB Keys & 2 Standard Keys for Chassis) Including Attachments, Bins & Tool Boxes. Key All Bins & Tool Boxes Alike. Stamp/Engrave JEA PROVIDED 5 Digit Unit Number on All Keys.
- 4.1.4 (1) On-Site JEA Operator Orientation Class (Complete Unit: Chassis & Attachments).
- 4.1.5 (1) On-Site JEA Maintenance Orientation Class (Complete Unit: Chassis & Attachments).
- 4.1.6 Include a complete paper copy Specification / Build Sheet in all units including the Key Code.

4.2 WARRANTY

- 4.2.1 Minimum 3 Year / 36,000 Mile Cab/Chassis. Must include all standard manufacturer warranties.
- 4.2.2 Minimum 1 Year Attachment Warranties (Boom, Utility Body & HYBRID POWER SYSTEM). Must include all standard manufacturer warranties.

4.3 OTHER REQUIREMENTS

- 4.3.1 Purchase / Install CITY License Plates.

THURMAN C MCGLOTHLIN
904-576-9382

JEA Solicitation #131-17 Appendix A – Technical Specifications

JEA CLASS 211 CREWCAB:

ONE TON / DIESEL DUALY / CREW CAB / 4X4 / UTILITY BODY / 40 FOOT BUCKET TRUCK

UPDATED JULY 16, 2017

- 4.3.2 Install JEA provided Branding / Decals (You may solicit JEA's current vendor Graphics Applications Systems, at your expense).
- 4.3.3 Install JEA Required Safety Equipment: Purple-K Fire Extinguisher (5 lb.), JEA First Aid Kit and Key Safe.
- 4.3.4 Current DOT Inspection / Certification with Decal installed lower left inside corner of windshield. Include Hours, Mileage and Date of next service due (Use Manufacture Recommended Intervals / Rough Service).
- 4.3.5 Must include/document the Vin Number, JEA Provided 5 Digit Vehicle Number, Make, Model & Description on all Invoices and Change Order Invoices.

NOTE: All Units, Attachments, Products & Services must meet & comply with all applicable regulations and specifications including but not limited to Federal and State Laws, OSHA Regulations, ANSI Standards, DOT Regulations and ASTM Standards. All Units must be delivered to the JEA Fleet Facility with a minimum $\frac{3}{4}$ tank of fuel. Contact Mark Murray at 904-328-8501 48 Hours prior to delivery. Delivery times are Monday through Friday 08:00 AM – 03:00 PM at 5717 New Kings Road Jacksonville Florida, 32209.

APPENDIX B
BID FORM FOR SOLICITATION # 131-17
Class 211 Bucket Truck Purchases

Submit an **original, two (2) copies and one (1) CD** along with other required forms in a sealed envelope to: JEA Procurement Dept., 21 W. Church St., Bid Office, Customer Center, 1st Floor, Room 002, Jacksonville, FL 32202-3139.

Company Name: _____

Company's Address _____

Phone Number: _____ FAX No: _____ Email Address: _____

| | |
|---|--|
| <u>BID SECURITY REQUIREMENTS</u> <input type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond Five Percent (5%) | <u>TERM OF CONTRACT</u> <input checked="" type="checkbox"/> One Time Purchase <input type="checkbox"/> Annual Requirements <input type="checkbox"/> Other, Specify- Project Completion |
|---|--|

| | |
|--|---|
| <u>SAMPLE REQUIREMENTS</u> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening | <u>SECTION 255.05, FLORIDA STATUTES CONTRACT BOND</u> <input type="checkbox"/> None required <input checked="" type="checkbox"/> Bond required 100% of Bid Award |
|--|---|

| | |
|---|--|
| <u>QUANTITIES</u> <input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements. | <u>INSURANCE REQUIREMENTS</u> <p style="text-align: center;">Insurance required</p> |
|---|--|

| | |
|--|--|
| <u>PAYMENT DISCOUNTS</u> <input type="checkbox"/> 1% 20, net 30 <input type="checkbox"/> 2% 10, net 30 <input type="checkbox"/> Other _____ <input type="checkbox"/> None Offered | |
|--|--|

| Item No. | ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES: Class 211 Bucket Truck Purchases | TOTAL BID PRICE |
|----------|---|-----------------|
| 2 | Enter TOTAL BID PRICE from Appendix B- Bid Workbook | \$ _____ |

☐ **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".**

BIDDER'S CERTIFICATION

| | | |
|---|--|---------------|
| By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidder's Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation, and that the Bidder is an authorized distributor or manufacturer of the equipment that meets the Technical Specifications stated herein. | | |
| We have received addenda _____ _____ through _____ | _____ Handwritten Signature of Authorized Officer of Company or Agent | _____ Date |
| _____ Printed Name and Title | | |