

**Solicitation**

**For Participation in Request for Proposal**

**Manufacture and Delivery of 3,080 Condenser Tubes for Northside Generating Station**

**for**



**Jacksonville, FL**

**Solicitation # 1410334646**

**Proposal are due on May 25, 2021 by 12:00 PM EST**

Proposal shall be electronically submitted per instructions in this solicitation. JEA will publicly open all Proposal received from qualified Proposers on the Proposal Due Date, via WebEx. A meeting link will be provided within 48 hours of Proposal opening on [jea.com](http://jea.com)

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## **Solicitation**

### **1. SOLICITATION**

#### **1.1. SCOPE & INVITATION**

##### **1.1.1. SCOPE OF WORK**

The purpose of this solicitation is to contract for the supply of 3,080 condenser tubes as described below.

JEA Onsite Need Date: 9.15.2021

##### **Tube Specifications:**

3,080 tubes - ASTM S268 standard (AL29-C or SEA-CURE are common materials that meet this) 1" OD - 22 BWG (.028 wall thickness) 34' 2-1/2" long.

Tubes shall be shipped, FOB Destination in Wooden shipping crates to keep tubes straight.

Site Address for Northside Generating Station – 4377 Heckscher Drive, Jacksonville, FL 32226

Truck Delivery Address (back gate) – Northside Generating Station - 4433 William Ostner Road, Jacksonville, FL 32226

##### **1.1.2. BACKGROUND**

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

##### **1.1.3. REQUEST FOR PROPOSALS**

You are invited to submit a proposal in response to the Solicitation noted below:

**JEA Solicitation Title:** Manufacture and Delivery of 3,080 Condenser Tubes for Northside Generating Station

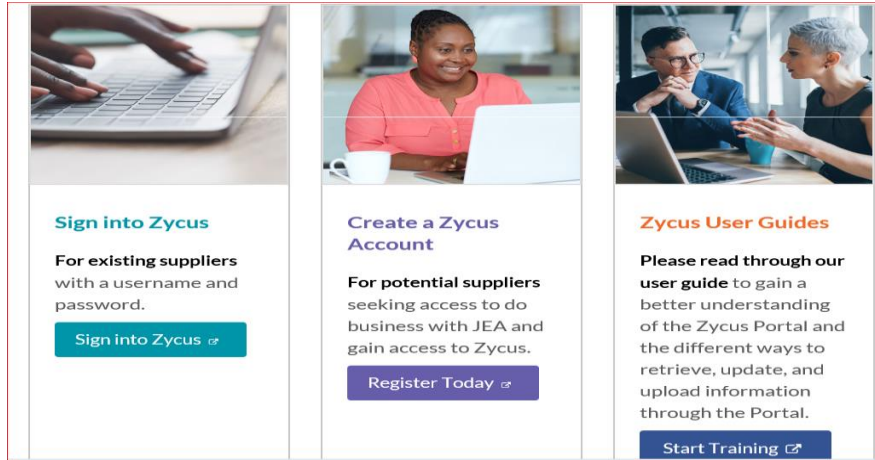
To obtain more information about this Solicitation:

Download a copy of the Solicitation, PDF quality drawings (if applicable) and any required forms at [jea.com](http://jea.com), search key word “Zycus” to connect to the online sourcing platform. Or click the following link:

[https://www.jea.com/about/procurement/zycus\\_portal/](https://www.jea.com/about/procurement/zycus_portal/)

**Closing Date and Time & Proposal Due Date:** Per Zycus Close Date See Solicitation on Zycus cloud based sourcing platform for more details.

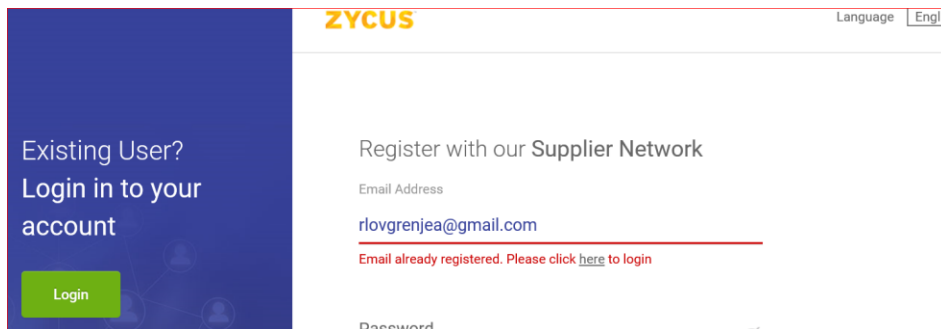
All Proposal documentation must reference the RFP Title and Number noted above. All Proposals must be made on the appropriate forms as specified within the RFP and uploaded to a JEA’s sourcing platform.



**New Users** will need to register to login. Registration will require Company name, Contact and Email Address.




When users select new registration, the user will enter their email address and may find the company or email address may already be registered if the current email address and company is already registered to do business with JEA.



If you find your email address is already registered follow the prompts for a new activation code, or a password reset as appropriate.

**Existing Users or New Users with ID (email registered) and password.**

Once the user has a login on the sourcing platform select “Sign into Zycus”, the Proposer may navigate to the solicitation by selecting the icon for the applicable solicitation.

Sign into Zycus 

THE GRID Welcome x Zycus Supplier Network x List of Users x Logout x Storm Meals - All Documents x | +

Managed bookmarks Zycus-Staging Zycus Staging Supp... Zycus-Production Supplier Procure... Zycus Supplier Net... Info Sec Form Sunbiz Percipio TS ST of FL Supply Chain Risk A... CP Supply Chain Ri... Storm Meals - All D...

**ZYCUS** Manage Companies Settings Help N

Home JEA ^

All Customers

JEA

**Connect As Potential Supplier**

No Records to Display

**Sourcing Events**

**RFP - Residential Water Meters for Inventory Stock** PAUSED

Customer	Event Id	Event Type	Open Date
JEA	1410333253	RFP	05/07/2021 ...

**IFB - Purchase and Installation of Baymeadows Substation Monopole Foundation** OPEN

Customer	Event Id	Event Type	Open Date
JEA	1410332649	RFP	05/06/2021 ...

**IFB TeamSuite Bundle Renewal 2021** OPEN

Customer	Event Id	Event Type	Open Date
JEA	1410332848	RFQ	05/06/2021 ...

3 of 79 records displayed View More

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The screenshot shows the Oracle Sourcing Events page. At the top, there is a navigation bar with a calendar icon and a dropdown menu labeled 'All Customers'. Below the navigation bar, there is a sidebar with a green plus icon and a 'CONNECT AS POTENTIAL SUPPLIER' button. The main content area is divided into two panels. The left panel is titled 'CONNECT AS POTENTIAL SUPPLIER' and is currently empty. The right panel is titled 'SOURCING EVENTS' and contains a table of events. A red arrow points to the first event, 'Telephony, Network, Internet & DDoS Se...'. The table has columns for Customer, Event Id, Event Type, and Open Date. The first row shows 'JEA' as the customer, '1410190846' as the event id, 'RFI' as the event type, and '10/12/2020...' as the open date. At the bottom of the table, it says '1 of 2 records displayed' and there is a 'View More' link.

Customer	Event Id	Event Type	Open Date
JEA	1410190846	RFI	10/12/2020...

1 of 2 records displayed [View More](#)

Initial Actions that may be require Acceptance of the Proposer may include but are not limited to:

- /

2.) For Invitations for Bid (Bids where no exceptions are allowed to terms and conditions), Acceptance of Terms

**Supplier Checklist**

- ☒ Confirm Participation  
To confirm participation accept all Terms and Conditions.
- ☒ Prepare Response
- ☒ Submit Response

**RFI Summary**  
Event Status: **Open**

RFI : 1410190846 | Telephony, Network, Internet & DDoS Services  
To confirm participation accept all Terms and Conditions.

Terms and Conditions	Status	Action
<a href="#">Source Usage Terms and Conditions.rtf</a>	No Action Taken Yet	<input checked="" type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject
<a href="#">RFI Telephony Network Internet and DDoS Services.docx</a>	No Action Taken Yet	<input checked="" type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject

Page 1 of 1

**Preview** (Other Attachments and RFX Preview will be available after all Terms and Conditions are accepted)

[Confirm Participation](#) | [Decline Participation](#)

Once the initial conditions are accepted, additional Bid information will be available for viewing and response by selecting “confirm participation”. This tells JEA you intend to respond.

**Submit Response**

**RFI Summary**  
Event Status: **Open**  
Open Date: 10/12/2020 14:21  
Close Date: 10/26/2020 17:00  
Owner: Nicolas Dambrose  
Contact: -

[RFI Telephony Network Internet and DDoS Services.docx](#) **Accepted** ☒ Accept ☒ Reject

Other Attachments	Size	Uploaded On	Action
<a href="#">Pricing Template.xlsx</a>	9 KB	10/06/2020 09:55	

Page 1 of 1

**RFI Details** (Sections:3 | Questions:6 | Items:0) [Expand All Sections](#)

- 1.0 Service Level Agreement** (Question:1 | Items:0)
- 2.0 Invoicing Practices** (Question:1 | Items:0)
- 3.0 Budgetary Cost Estimates** (Questions:4 | Items:0)

Respond to each section of the Solicitation, once completed with each section, select “Save”, you’ll note each section has a red, yellow, green light code. Items will turn green once completed. Yellow and red lights mean there is additional action required. Users may also note under each tab, there are multiple questions to respond to, scroll down the list to ensure all questions are answered.

**Important:** Kindly export the draft again in case the event has been paused and republished to fill the responses via excel import.

**1 of 3 Service ...** Mandatory (0/0) Optional (1/1) **2 of 3 Invoicin ...** Mandatory (0/0) Optional (0/1) **3 of 3 Budgetar ...** Mandatory (0/1) Optional (0/3)

(\*) **Mandatory Questions** Showing: All Questions [Go](#)

**1.1**  
For its Telephony, Network, Internet & DDoS Services, JEA requires a service level agreement including but not limited to liquidated damages for failure to perform. Is this requirement a disqualifier for your ability to respond?

Test Response

2000 Character Limit - You have used 13 Characters [Add Comments](#)

[Back to](#) [Prepare Response](#) [Go](#) [Back to Top](#) [Save](#) [Go to Submit Response](#)

In most solicitations, JEA will provide technical specifications, pricing tables in excel which the Bidder will need to download. Additionally excel pricing tables may need to be uploaded once completed to complete a response section. Proposers can download the required attachments by selecting the “Buyers Attachments” icon

**Buyer's Attachments** **1** **Upload Event Level Attachments(0)**



Once the required forms are uploaded and saved, the section light will turn green. Once all sections are completed and green lighted, the User may select “Submit Response”.

Once the user selects “Submit Response” , the user will receive a “Success” pop-up when submitted.

Once submitted users may recall and modify submitted documentation and submit responses until the Close Date and Time (Bid Due Date & Time).

Proposals shall be delivered electronically via the Zycus platform. An automated, detailed auditing system provides sealed Proposal integrity. Proposal remain sealed on the platform until the Close Date & Time (Due Date & Time).

The Proposer shall be solely responsible for delivery of its Proposal to the electronic Zycus platform.

**Proposal are due by the time and on the date listed above. Late Proposals will not be accepted.**

**Proposers are strongly encourages to acquire log in credentials early as possible. Additionally Proposers are encouraged to submit bids early to ensure uploading process goes smoothly.**

#### 1.1.4. QUESTIONS

All questions must be submitted in writing or electronically on the eForum 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. Bidder Questions may be submitted via the Zycus Chat function in the associated bid under eForum or by emailing the purchasing agent listed below. Responses shall be issued by addendum and attached to the online procurement on the Zycus platform.

Submitting an inquiry to the eForum section will sent a communication to the buyer. Any comments or queries are not Addendums to the Solicitation. Only Addendum(s) issued and attached to the Solicitation under “Buyers Attachments” will be considered to be a formally approved change or clarification.

Participants may also submit questions to the Buyer directly by emailing to:

#### **For Procurement Related Questions:**

Buyer: Rodney Lovgren

E-mail: [lovgrd@jea.com](mailto:lovgrd@jea.com)

### **1.1.5. OPENING OF PROPOSAL**

All Proposal shall be publicly opened, read aloud and recorded at 2:00 PM on the Proposal Due Date via WebEx. The details for the WebEx will be on [jea.com](https://www.jea.com) at the following website: [https://www.jea.com/Events/Public\\_Meetings/Proposal\\_Opening](https://www.jea.com/Events/Public_Meetings/Proposal_Opening) no later than 48 hours before the Proposal opening.

At the opening of Proposals, a JEA Representative will publicly open and announce each Proposal that was received on time. Proposal that have been properly withdrawn will not be opened. JEA has the right to waive any irregularities or informalities in the Proposal Document.

### **1.2. SPECIAL INSTRUCTIONS**

#### **1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION (Upon Request)**

Proposer shall have the following Minimum Qualifications to be considered eligible to submit a Proposal in response to this Solicitation. A Minimum Qualification Form, which if requested will be required to be submitted and will be provided by the Buyer if requested.

It is the responsibility of the Proposer to ensure and certify (if requested) that it meets the Minimum Qualifications stated below. JEA reserves the right to request back up documentation or additional project references to confirm the Proposer meets the requirements stated herein. A Proposer not meeting all of the following criteria will have their Proposal rejected:

- The Bidder shall be a materials manufacturer that has the capabilities to provide the materials to the specifications listed in this solicitation.
- JEA may request and the Bidder shall provide a demonstration of three (3) similar projects successfully self-performed and completed in the past five (5) years as the Bid Due Date. A similar project is defined as condenser or other equivalent tube supply contract or order manufactured to ASTM specifications in with a dollar value of greater than \$200,000 per contract or order.

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

### **1.3. EVALUATION METHODOLOGY**

#### **1.3.1. BASIS OF AWARD - HIGHEST EVALUATED**

JEA intends to Award a Contract to the responsive and responsible Proposer whose Proposal meets or exceeds the Minimum Qualifications in this Solicitation, and whose Proposal receives the highest number of points based upon JEA's evaluation of the Selection Criteria stated in this RFP.

#### **1.3.2. ALTERNATE PROVISIONS AND CONDITIONS**

To the extent Proposals contain exceptions to or modify the requirements found in this RFP, including, but not limited to, the Contract terms and conditions contained in Section 2 of this RFP, and any requirements found in the Technical Specifications attached as Appendix A to this RFP, such exceptions and modifications are stricken unless JEA affirmatively accepts the exceptions or modifications in the Contract.

#### **1.3.3. INSURANCE REQUIREMENTS**

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

## **1.4. SELECTION CRITERIA**

### **1.4.1. SELECTION CRITERIA**

JEA will make an Award based on an evaluation of how well each Proposer meets the evaluation criteria listed in this RFP. JEA will use the evaluation criteria listed below to evaluate the information contained in the Proposal submitted by each Proposer. In the event that JEA, in its sole discretion, requests oral presentations or interviews from one or more proposers, the information obtained by JEA during the oral presentations or interviews will be used in determining final selection.

#### **1.4.1.1. PROPOSAL PRICE**

**Maximum Score: 90 Points**

##### Application of Criterion:

The application of this criterion shall include an assessment of the Total Bid price submitted by the Proposer to perform the Work listed in this solicitation and entered on the Bid Form.

The prices quoted by Proposer on the Proposal Forms must be firm-fixed prices, not estimates and shall include all overhead, shipping, SG&A, taxes and any other costs associated with the specific unit price to complete work.

#### **1.4.1.2. LEAD TIME**

**Maximum Score: 10 Points**

JEA will evaluate the lead time submitted by the supplier. Companies will provide lead time from issuance of purchase order to delivery to the Northside Generating Station. Companies with shorter lead times will receive more points.

### **1.4.2. TIE**

In the event of a tie score, the tie shall be resolved in accordance with JEA's Procurement Code and Operational Procedures.

### **1.4.3. REQUIRED FORMS TO SUBMIT WITH PROPOSAL**

To submit a Proposal in response to this Solicitation, all of the forms listed below must be completed and submitted as part of the Proposal. The Proposer must obtain the required forms, other than the forms provided in the solicitation, by downloading them from JEA.com. If the Proposer fails to complete or fails to submit one or more of the required forms, the Proposal may be rejected.

The following forms are required to be submitted at the time of Proposal:

- Materials cut sheet (product information, company line sheets)
- Proposal Form (including acknowledgements of all addenda) - This form can be found in Appendix B
- Subcontractor Form (if any).

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

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

- Conflict of Interest Certificate Form
- Insurance Certificate
- W-9
- Evidence of active registration with the State of Florida Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org))

- Any technical submittals as required by the Technical Specifications.

#### **1.4.4. MATHEMATICAL ERRORS**

In the event of a mathematical error in calculation of the prices entered on the Proposal Form, the Unit Prices will prevail. The corrected Proposal 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.

#### **1.4.5. NUMBER OF CONTRACTS TO BE AWARDED**

JEA intends to Award one (1) Contract 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.

#### **1.4.6. SHIPPING, FREIGHT, AND TRAVEL**

The Proposer shall include the price for travel, shipment of materials and equipment in its pricing shown on the Proposal Form or Proposal Workbook unless otherwise stated herein. The shipment of all materials shall be F.O.B. Destination.

If the Solicitation allows travel expenses to be billed separately, then all Proposer's travel expenses will be reimbursed in accordance with JEA's Contractor Travel Policy.

#### **1.4.7. INSURANCE REQUIREMENTS**

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

#### **1.4.8. LISTING OF SUBCONTRACTORS**

JEA shall specify the major Subcontractors that the Company must list is the Company intends to use a Subcontractor to perform a portion of the Work, unless the Work will be self-performed by the Company. The Subcontractors that JEA requires to be listed is stated in the Section titled "Required Forms to Be Submitted with the Proposal". The major Subcontractors shall be listed on the Subcontractors Form, which is available at jea.com. Failure of the Company to submit the required Subcontractor information on the form with its Proposal shall result in rejection of the Company's Proposal.

The Company shall not use Subcontractors and subsuppliers/shop fabricators other than those shown on the Subcontractor Form unless it shows good cause and obtains the JEA Representative's prior written consent.

If the Company plans to use Subcontractors or sub supplier/shop fabricators to perform over 50% of the Work, the Company shall obtain JEA's approval at least five (5) days prior to the Proposal/Proposal Due Date. Failure to obtain JEA approval will disqualify the Company and result in rejection of Company's Proposal/Proposal.

#### **1.4.9. TIME**

In computing any period of time prescribed or allowed by this solicitation, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or JEA holiday, in which event the period shall run until the end of the next day, which is neither a Saturday, Sunday, or JEA holiday.

### **1.5. GENERAL INSTRUCTIONS**

#### **1.5.1. ADDENDA**

JEA may issue Addenda prior to the Proposal opening date to revise, in whole or in part, or clarify the intent or requirements of the Solicitation. The Proposer/Proposer shall be responsible for ensuring it has received all Addenda

prior to submitting its Proposal or Proposal and shall acknowledge receipt of all Addenda by indicating where requested on the Proposal Form. JEA will post all Addenda when issued online at jea.com. The Proposer/Proposer must obtain Addenda from the JEA website. All Addenda will become part of the Solicitation and any resulting Contract Documents. It is the responsibility of each Proposer/Proposer to ensure it has received and incorporated all Addenda into its Proposal or Proposal. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Proposal or Proposal.

#### **1.5.2. COMPLETING THE PROPOSAL DOCUMENTS**

Proposers shall complete and submit all Proposal Documents with responses typewritten or written in ink.

If a Unit Price is marked "optional" on the Proposal Form, the Proposer may insert the words "No Proposal" in the space provided if the Proposer chooses not to submit a price for that item. Failure to complete each blank with either a price or the words "No Proposal" may disqualify the Proposal. The Proposer may Proposal "\$0" if the Proposer chooses to perform the work at no cost to JEA and the Proposer will be obligated to perform the work at no cost to JEA for the Term of the contract.

The Proposer, or an authorized agent or officer of the company, shall sign the Proposal Documents. Failure to sign the Proposal Documents may disqualify the Proposal. JEA approved erasures, interlineations or other corrections on the Proposal Documents shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten signature of the person executing the Proposal Documents. Failure to authenticate changes may disqualify the Proposal.

JEA may disqualify any Proposal that deviate from the requirements of this Solicitation, and those Proposal that include unapproved exceptions, amendments, or erasures.

#### **1.5.3. SUBMITTING THE PROPOSAL DOCUMENTS**

The Proposer shall submit one original of all the Proposal Documents electronically as described in solicitation.

#### **1.5.4. CONTRACT EXECUTION AND START OF WORK**

Within thirty (30) days from the date of Award, JEA will present the successful Proposer/Proposer with the Contract Documents. Unless expressly waived by JEA, the successful Proposer/Proposer shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from JEA. If the Proposer/Proposer 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 Proposer/Proposer, retain the Proposal security or bond (if applicable), and Award to the next-ranked company.

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

For Construction Services: In the event that JEA intends to authorize the successful Proposer/Proposer to proceed with administrative work only, or with only a portion of the Work, then the PO shall state the specific limitations of such authorization and JEA will issue a separate written Notice to Proceed to authorize the Proposer/Proposer to begin Field Work, when applicable, or to perform the remainder of the Work, or any portion thereof. The Proposer/Proposer shall ensure that it is prepared to begin Field Work upon receipt of Notice to Proceed. Any Work performed outside of this partial authorization shall be at the Proposer/Proposer's risk and JEA shall have no obligation to pay for such Work.

#### **1.5.5. EX PARTE COMMUNICATION**

Ex Parte Communication is strictly prohibited. Ex Parte Communication is defined as any inappropriate communication concerning a Solicitation between a firm submitting a Proposal or Proposal 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 Solicitation in which a Proposer

becomes privy to information not available to the other Proposers. Social contact between Proposers and JEA representatives should be kept to an absolute minimum during the solicitation process.

Failure to adhere to this policy will disqualify the noncompliant Company's Proposal or Proposal. Any questions or clarifications concerning a 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 Proposers.

For more information on Ex Parte communications, see JEA Procurement Code, Article 1-110, which is available at [www.jea.com](http://www.jea.com).

#### **1.5.6. RESERVATIONS OF RIGHTS TO JEA**

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

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

JEA reserves the right to reject any or all Proposal or Proposals, or any part thereof, and/or to waive informalities if such action is in its best interest. JEA may reject any Proposal or Proposals that it deems incomplete, obscure or irregular including, but not limited to, Proposal or Proposals that omit a price on any one or more items for which prices are required, Proposal or Proposals that omit Unit Prices if Unit Prices are required, Proposal or Proposals for which JEA determines that the Proposal or Proposal is unbalanced, Proposal or Proposals that offer equal items when the option to do so has not been stated, Proposal or Proposals that fail to include a Proposal Bond, where one is required, and Proposal or Proposals 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 Proposaling 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 Proposal or Proposals at any time prior to the time announced for the opening of Proposal or Proposals. 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.

#### **1.5.7. ETHICS (RFP)**

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

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

The Proposer shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Proposal by completing and submitting the Conflict of Interest Certificate Form available at [jea.com](http://jea.com). If JEA has reason to believe that collusion exists among the Proposers, JEA shall reject any and all Proposal from the suspected Proposers and will proceed to debar Proposer from future JEA Awards in accordance with the JEA Purchasing 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 Proposal from JEA officers or employees, as well as, any and all Proposal in which a JEA officer or employee has a financial interest.

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Proposal 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 Proposer listed on the Convicted Vendor list for any transaction exceeding \$35,000 for a period of 36 months from the date of being placed on the Convicted Vendor list.

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

#### **1.5.8. MODIFICATION OR WITHDRAWAL OF PROPOSAL**

The Proposer may modify or withdraw its Proposal at any time prior to the Proposal Due Date and Time by giving recalling the submitted document from the sourcing website. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after the Proposal Due Date and Time. The Proposer shall not modify or withdraw its Proposal from time of Proposal Due Date and for a period of 90 days following the opening of Proposal.

#### **1.5.9. UNABLE TO SUBMIT PROPOSAL FORMS**

If you elect not to submit a Proposal in response to this Solicitation, please complete the Unable to Submit Proposal Form, available for download at [www.jea.com](http://www.jea.com), and email to the buyer processing the solicitation.

#### **1.5.10. PROTEST OF PROPOSAL AND AWARD PROCESS**

Proposers shall file any protests regarding this Solicitation in writing, in accordance with the JEA Procurement Code and Operational Procedures, as amended from time to time. The JEA Procurement Code and Operational Procedures are available online at [jea.com](http://jea.com).

#### **1.5.11. CERTIFICATION AND REPRESENTATIONS OF THE PROPOSER**

By signing and submitting a Proposal, the Proposer certifies and represents as follows:

- A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of this Solicitation prior to submitting its Proposal. Where the Proposer visits sites, no Work or other disturbance is to be performed while at the site without written permission by JEA in advance of the site visit. The Proposer shall comply with all safety requirements described in the Solicitation and shall be prepared to show proof of insurance
- B. That every aspect of its submitted Proposal, including the Proposal Price 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 assume the responsibility.
- C. That the individual signing the Proposal Documents is a duly authorized agent or officer of the firm. Proposal 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 Proposal, satisfactory evidence of authority to sign may be requested by JEA. If the Proposal is submitted by a partnership, the Proposal must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the Proposal, satisfactory evidence of authority to sign may be requested by JEA. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of contract execution.



D. That the firm maintains an 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 Proposer also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Proposer shall immediately notify JEA of status change.

E. That Proposer has read, understands these instructions and will comply with the Section titled Ethics.

## **2. CONTRACT TERMS AND CONDITIONS**

### **2.1. DEFINITIONS**

#### **2.1.1. DEFINITIONS**

Words and terms defined in this section shall have the same meaning throughout all parts of this Solicitation 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."

#### **2.1.2. ACCEPTANCE – UPON, RECEIPT OF DELIVERY**

JEA will accept the materials when it is delivered. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

#### **2.1.3. 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.

#### **2.1.4. 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 Proposer or proposer.

#### **2.1.5. PROPOSAL DOCUMENTS**

The forms required to be submitted to JEA as the Company's offer to perform the Work or Services described herein. The Proposal Documents can include, but is not limited to, the Proposal Form, Proposal Workbook, Minimum Qualifications Form, certifications and/or other required submittals. The Proposal Documents may also be referred to as the "Proposal Form". For the purposes of these terms and conditions, Proposal, Proposal and Response when referring to Proposal Documents shall be considered synonymous.

#### **2.1.6. PROPOSAL PRICE**

The total dollar amount of the Proposer's offer to successfully perform the Work or Services in accordance with the Contract Documents.

#### **2.1.7. PROPOSER, PROPOSER, RESPONDENT and BIDDER**

The respondent to this Solicitation. Proposer, Proposer, Respondent and Bidder shall be considered synonymous for the purpose of this Solicitation.

#### **2.1.8. 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.

#### **2.1.9. COMPANY**

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

#### **2.1.10. COMPANY REPRESENTATIVE**

The individual responsible for representing the Company in all activities concerning the fulfillment and administration of the Contract.

#### **2.1.11. 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.

#### **2.1.12. CONTRACT DOCUMENTS**

Contract Documents, also referred to as the "Contract" means the executed Contract, all Solicitation documents and Proposal Documents as further described in the Section of the Solicitation titled "Contract Documents", and any written Change Orders, amendments or Purchase Orders executed by JEA, and insurance and/or bonds as required by the Contract.

#### **2.1.13. 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.

#### **2.1.14. 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.

#### **2.1.15. 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. If any of these Holidays fall on a weekend, JEA may observe a Holiday on the nearest weekday.

#### **2.1.16. INVOICE**

A document seeking payment to 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.

#### **2.1.17. JEA**

JEA on its own behalf.

#### **2.1.18. 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.

### **2.1.19. 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.

### **2.1.20. SOLICITATION**

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

### **2.1.21. 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.

### **2.1.22. TERM**

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

### **2.1.23. UNIT PRICES**

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

### **2.1.24. WORK LOCATION (DEFINITION)**

The place or places where the Work is performed, excluding the properties of the Company and/or the Subcontractor(s).

### **2.1.25. 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.

## **2.2. CONTRACT DOCUMENTS**

### **2.2.1. 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 Proposal 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:

- Executed Contract Amendments
- Exhibits to Contract Documents
- Executed Contract Documents
- Purchase Order(s)
- Addenda to JEA Solicitation

- Drawings associated with this Solicitation
- Exhibits and Attachments to this Solicitation
- Technical Specifications associated with this Solicitation
- This Solicitation
- Proposal Documents
- 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.

## **2.3. PAYMENTS**

### **2.3.1. PAYMENT METHOD - PROJECT COMPLETION**

The Company shall submit an Invoice to JEA upon successful completion of Delivery and JEA Acceptance.

JEA may elect to make a partial payment or no payment if JEA determines, at its sole discretion, and after due consideration of relevant factors, that either all, or part of the Work being invoiced is not in accordance with the Contract Documents..

### **2.3.2. INVOICING AND PAYMENTS 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 email address: [ACCTPAYCUSTSRV@JEA.COM](mailto:ACCTPAYCUSTSRV@JEA.COM), or if the Company does not have email capability, it can mail hard copies to: JEA Accounts Payable, P.O. Box 4910, Jacksonville, FL 32201-4910.

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

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

Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Respondent the revised amount within ten (10) days.

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

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

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.

### **2.3.3. DISCOUNT PRICING**

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

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

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

#### **2.3.4. PROMPT PAYMENT TO SUBCONTRACTORS, SUB-SUBCONTRACTORS AND SUPPLIERS**

When the Company receives payment from JEA for labor, services or materials furnished by Subcontractors and suppliers that are hired by the Company, the Company shall remit payment due (less proper retainage) to those Subcontractors and suppliers within 10 days after the Company's receipt of payment from JEA. Nothing herein shall prohibit the Company from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its Subcontractors and suppliers. In the event of such dispute, the Company may withhold the disputed portion of any such payment only after the Company has provided written notice to JEA and to the Subcontractor and supplier whose payment is in dispute, stating the amount in dispute and specifically describing the actions required to cure the dispute. The Company shall deliver such notice to JEA and to the said Subcontractor or supplier within 10 days following the Company's receipt of payment from JEA. The Company shall pay all undisputed amounts due within the time frames specified herein.

The prompt payment requirements herein shall, in no way, create any contractual relationship or obligation between JEA and any Subcontractor, supplier, JSEB, or any third-party, nor create any JEA liability for the Company's failure to make timely payments as required. The Company's failure to comply with the prompt payment requirements, however, shall constitute a material breach of its contractual obligations to JEA. As a result of such breach, JEA, without waiving any other available remedy it may have against the Company, may issue joint checks and charge the Company a 0.2% daily late payment interest charge or charges as specified within the Florida Statutes, whichever is greater.

#### **2.3.5. 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. WARRANTIES AND REPRESENTATIONS**

#### **2.4.1. WARRANTY**

Unless otherwise stated herein, the Company unconditionally warrants to JEA for a period of not less than One (1) year(s) from the date of issuance of Acceptance of the Work furnished under the Contract, including but not limited to, materials, equipment, workmanship, and intellectual property, including derivative works will 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 Contractor; and
- in conformance with the Contract Documents; and
- merchantable, new and of first-class quality.

The Company warrants that the Work shall 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. If the Work fails to conform to such laws, rules, standards and regulations, JEA may return the Work for correction or replacement at the Company's expense, or return the Work at the Company's expense and terminate the Contract.

If the Company performs services that fail to conform to such standards and regulations or to the warranties set forth in the first paragraph of this Section, the Company shall make the necessary corrections at Company's expense. JEA may correct any services to comply with standards and regulations at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time after notice of the Defect from JEA.

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.

If, within the warranty period, JEA determines that any of the Work is defective or exhibit signs of excessive 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.

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 repair work required to correct the Defects.

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

Note that JEA intends to perform a warranty inspection prior to the expiration of the warranty period. JEA will notify the Company and the Company Representative shall attend the inspection. All discrepancies identified at said inspection shall be corrected by the Company within a reasonable timeframe.

## **2.5. INSURANCE, INDEMNITY AND RISK OF LOSS**

### **2.5.1. INSURANCE**

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

#### **Workers' Compensation**

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

#### **Commercial General Liability**

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

#### **Automobile Liability**

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

#### **Excess or Umbrella Liability**

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$4,000,000 each occurrence and annual aggregate. Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two years after Work is complete. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

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

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

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

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Proposers 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

#### **2.5.2. 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.

#### **2.5.3. TITLE AND RISK OF LOSS**

Ownership, risks of damage to or loss of the Work shall pass to JEA upon Acceptance. The Company shall assume all risk of loss or damage to the Work while items are in transit and/or in the Company's custody until such time that JEA issues written notice of Acceptance.

JEA's receipt or delivery of any equipment or other materials will not constitute JEA's Acceptance of the Work and will not constitute a waiver by JEA of any right, claim or remedy. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage until Acceptance by JEA.

For equipment and materials removed from JEA sites or the Work locations for repairs, service or duplication, JEA will retain the title to equipment and materials removed.

#### **2.6. TERM AND TERMINATION**

##### **2.6.1. TERM OF CONTRACT – PROJECT COMPLETION**

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.

##### **2.6.2. 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.

### **2.6.3. TERMINATION FOR DEFAULT**

A Participating Agency may give the Company written notice to discontinue all Work under its 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 the Participating Agency items or workmanship that are, in the Participating Agency's sole opinion, defective or of unacceptable quality.
- The Company breaches any of the representations or warranties;
- The Company is determined, in the Participating Agency's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to the Participating Agency;
- Any material change in the financial or business condition of the Company.

If, within thirty (30) days after service of such notice upon the Company, an arrangement satisfactory to the Participating Agency has not been made by the Company for continuance of the Work, then the Participating Agency may declare Company to be in default of its Contract.

Once Company is declared to be in default, the Participating Agency will charge the expense 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 the Participating Agency upon notice of the expenses from the Participating Agency. The Participating Agency 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 the Participating Agency'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 the Participating Agency. In such a case, the may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.



No Participating Agency has any 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.

No Participating Agency shall have any 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.

## **2.7. CHANGES IN THE WORK, CONTRACT TIME OR PRICE**

### **2.7.1. CHANGE IN THE WORK**

From time to time, JEA may direct changes and modifications in the scope of the Work to be performed under this Contract. The Company is willing and agreeable to accommodate such changes, provided it is compensated for additional Work in accordance with the Unit Prices terms stated in this Contract, or as otherwise agreed to by JEA and the Company.

Such changes shall be in the form of a written amendment to this Contract reflecting, as appropriate, the change to the scope of Work, adjustment to Company's Unit Prices or Contract Price, or extension to the Term of this Contract. The JEA Representative directly responsible for each project will make the final determination as to whether any compensable change or schedule change exists.

### **2.7.2. 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.

### **2.7.3. UNFORESEEN CONDITIONS**

The Company understands and agrees that it is its responsibility to conduct due diligence prior to the Work. Such due diligence includes, but is not limited to, verifying all Work conditions, measurements, dimensions and latent and patent obstructions, the accuracy of drawings, test results, inspections and other informational materials provided in the Contract Documents, and any other causes for existing or potential changes to the Work prior to initiating the Work. In the event that the Work must be changed due to the Company's failure to fulfill the above requirements, the Company understands and agrees that it will be responsible for all costs associated with the changed condition.

In the event, however, that the Company exercises the requisite due diligence and a change to the Work becomes necessary resulting from conditions that are clearly unforeseen and that could not have been discovered, the costs for adjusting the Work in response to such unforeseen conditions shall be addressed in a Change Order or an amendment to the Contract executed by JEA and Company. Any Work the Company performs prior to receipt of such Change Order or approved Contract amendment will be at the Company's sole risk.

#### **2.7.4. NO DAMAGE FOR DELAY**

Damage, loss, expense or delay incurred or experienced by the Company in the prosecution of the Work by reason of unforeseen circumstances, unanticipated difficulties and obstructions, bad weather, or other mischances that are generally considered to be a part of the usual hazards associated with Work, shall be borne entirely by the Company and shall not be the subject of any claim for additional compensation or change in Approved Schedule.

The Company agrees that its sole remedy for any claims, damages or losses related to any delay, disruption or hindrance alleged to be caused by JEA or any of JEA's agents or other contractors, shall be an extension of the Contract completion date.

Any demand for equitable time adjustment must be served in writing to JEA within five days of the event giving rise to the delay, disruption or hindrance. Any request for an equitable time adjustment shall be accompanied by a logical time impact analysis, demonstrating the nature and magnitude of the event to the critical path. Failure to strictly comply with these requirements shall be deemed a waiver of any right to seek equitable time adjustment.

In the event the "no damage for delay" clause is inapplicable, there shall be no recovery for home office overhead and 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.

#### **2.8. PRELIMINARY MATTERS**

##### **2.8.1. 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

#### **2.9. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION**

##### **2.9.1. CONFIDENTIALITY & 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". Company should only redact those portions of records that Company 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:

1. Keep and Keep and maintain public records that ordinarily and necessarily would be required by JEA in order to perform service;
2. 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;
3. 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
4. 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:**

**JE A**

**Attn: Public Records 21 West Church Street**

**Jacksonville, Florida 32202**

**Ph: 904-665-8606**

**publicrecords@jea.com**

**2.9.2. 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

**2.9.3. 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.

## **2.10. LABOR**

### **2.10.1. NONDISCRIMINATION**

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

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

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

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

### **2.10.2. LEGAL WORKFORCE**

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

### **2.10.3. COMPANY'S LABOR RELATIONS**

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

## **2.11. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT**

### **2.11.1. COMPANY REPRESENTATIVES**

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

### **2.11.2. CONDITIONS OF PROVISIONING**

The Company understands and agrees that it shall be solely responsible for providing everything necessary to perform the Work and to be in full compliance with the Contract Documents, except for those items specifically listed herein as being provided by JEA.

If Company's Scope of Work is to supply JEA with inventory items, the Company shall the identify inventory items that are in high demand and take appropriate steps to minimize delivery lead time in the event of demand spikes or emergency requirements.

Any use of JEA furnished items on non-JEA work is a breach of the Contract and a violation of the law. All JEA furnished items are the property of JEA when issued, stored by Company, and used in performance of the Work. The Company agrees that it shall use all JEA furnished items in a manner consistent with industry practice, codes, laws, considering the condition of the JEA furnished item, the skills of the individuals using the JEA furnished item, and all environmental conditions. The Company understands and agrees that where JEA and the Company shall share JEA furnished items, JEA usage shall always have priority over Company usage, and the Contract

Administrator shall have sole authority to resolve any usage dispute and such resolution shall not result in any claim by Company.

The Company agrees to return to JEA, and to the location as established by a JEA Representative, any unused or salvageable items prior to final payment. The Company agrees that JEA has the right to audit and investigate the Company at any time how the Company is using JEA furnished items. JEA will bill the Company for unaccountable JEA furnished material at the current JEA cost.

## **2.12. MISCELLANEOUS PROVISIONS**

### **2.12.1. 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.

### **2.12.2. 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.

### **2.12.3. 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.

### **2.12.4. 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.

### **2.12.5. 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.

### **2.12.6. 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.

### **2.12.7. HEADINGS**

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

#### **2.12.8. 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.

#### **2.12.9. 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.

#### **2.12.10. 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.

#### **2.12.11. RELATIONSHIP OF THE PARTIES**

The Company agrees that it shall perform the Work as an independent contractor and that it does not (a) have the power or authority to bind JEA or to assume or create any obligation or responsibility, express or implied, on JEA's part or in JEA's name, except as may be authorized by JEA under a separate written document, or (b) represent to any person or entity that it has such power or authority except as may be authorized by JEA under a separate written document.

#### **2.12.12. 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.

#### **2.12.13. 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.

#### **2.12.14. 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.

#### **2.12.15. TIME OF ESSENCE**

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

#### **2.12.16. 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**

#### **3.1. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK (APPENDIX A)**

Technical Specifications, Detailed Scope of Work are:

Manufacture and deliver 3,080 tubes - ASTM S268 standard (AL29-C or SEA-CURE are common materials that meet this) 1" OD - 22 BWG (.028 wall thickness) 34' 2-1/2" long.

Provide standard materials reports and documentation required per ASTM.

### **4. FORMS**

#### **4.1. FORMS (APPENDIX B)**

Forms required to be submitted with this solicitation are provided in Appendix B or can be obtained on the JEA website at [www.jea.com](http://www.jea.com).

### Appendix B Bid Form

Submit an **electronic pdf of this Bid Form** along with other required forms on the sourcing platform.

Company Name: \_\_\_\_\_

Company's Address \_\_\_\_\_

License Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX No: \_\_\_\_\_ Email Address: \_\_\_\_\_

#### **BID SECURITY REQUIREMENTS**

- ☒ None required  
☐ Certified Check or Bond Five Percent (5%)

#### **TERM OF CONTRACT**

- ☐ One Time Purchase  
☐ Annual Requirements  
☒ Other, Specify - Project Completion

#### **SAMPLE REQUIREMENTS**

- ☒ None required  
☐ Samples required prior to Response Opening  
☐ Samples may be required subsequent to Bid Opening

#### **SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**

- ☒ None required  
☐ Bond required

#### **QUANTITIES**

##### **REQUIREMENTS**

- ☐ Quantities indicated are exacting  
☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

#### **INSURANCE**

**Insurance required**

#### **PAYMENT DISCOUNTS**

- ☐ 1% 20, net 30  
☐ 2% 10, net 30  
☐ Other \_\_\_\_\_  
☐ None Offered

Description of Services	Evaluated Bid Price
Supplier Lead Time from the Issuance of the Purchase Order	_____ Days
Total Bid Price for the Supply of 3,080 tubes per the specifications	\$ _____

☐ **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 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 Bidding 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.

We have received addenda

\_\_\_\_\_ through \_\_\_\_\_

\_\_\_\_\_  
Handwritten Signature of Authorized Officer of Company/Agent    Date

\_\_\_\_\_  
Printed Name and Title



### LIST OF SUBCONTRACTORS

JEA Solicitation Number \_\_\_\_\_ requires certain major Subcontractors be listed on this form, unless the work will be self-performed by the Company.

The undersigned understands that failure to submit the required Subcontractor information on this form will result in bid rejection, and the Company agrees to employ the Subcontractors specified below: (Use additional sheets as necessary)

Note: This list of Subcontractors shall not be modified subsequent to bid opening, without a showing of good cause and the written consent of JEA.

Type of Work	Corporate Name of Subcontractor	Subcontractor Primary Contact Person & Telephone Number	Subcontractor's License Number (if applicable)	Percentage of Work or Dollar Amount
--------------	---------------------------------	---------------------------------------------------------	------------------------------------------------	-------------------------------------

Signed: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_