

Solicitation
for the Purchase of
Surplus Property - Portions of Hyatt Road Land Parcels
RE#: 108138-0010, 108145-0500, and 108145-0060



Jacksonville, FL
Solicitation Number: 1412075246

Responses are due on December 16, 2025, by 12:00 p.m. ET.

All Responses shall be submitted through JEA's E-Procurement and Contract Management Portal which is provided by Zycus Supplier Network which can be accessed at <https://zsn.zycus.com/guest>. Instructions on how to login to Zycus is provided below in this Solicitation. **LATE RESPONSES MAY BE REJECTED.**

JEA will publicly open all Responses received from qualified Respondents on the Due Date at 2:00 p.m., via Microsoft Teams.

For more information, please contact the JEA Representative.
(Elaine Selders at seldel@jea.com)

1.1) Scope of Work

JEA will accept Responses (“Responses”) for the purchase of Surplus Property - portions of Hyatt Road land parcels - RE#: 108138-0010, 108145-0500, and 108145-0060. The property is located west of Hyatt Road in Duval County and is approximately 6.91 acres.

Additional information on the site is set forth in Appendix A – Survey portion of Hyatt Road Parcels, JEA Hyatt Parcels Wetlands and the Purchase and Sale Agreement attached hereto.

1.2) Background

JEA owns, operates, and manages the electric system established by the City in 1895. In June 1997, JEA 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 541,076 electric customers, 407,161 water customers, and 30,460 reclaimed water customers in northeast Florida. JEA is Florida's largest municipal owned utility and the eighth largest municipal owned utility in the United States.

1.3) Invitation – Submitting a Response

Respondents are invited to submit a Response to this Solicitation. A complete copy of this Solicitation, forms, and all other documents referenced in this Solicitation are on JEA’s E-Procurement and Contract Management Portal which is provided by Zycus Supplier Network which can be accessed at <https://zsn.zycus.com/guest/genericRegister/JEA074>. Instructions on how to login to Zycus are provided below in this Solicitation.

All Responses are due at the time indicated on the title page of this Solicitation. Section 1 of this Solicitation are the instructions for submitting a Response for this Solicitation.

JEA will negotiate a Contract with the selected Respondent. The contract will require final approval according to and required in JEA’s governing documents. The Contract will incorporate by reference this entire Solicitation and all associated Addenda. The standard JEA Purchase and Sale Agreement is attached in Appendix C. Sections 5.0 through 5.5, *Road Construction and Dedication*, and Sections 6.0 through 6.2, *Deed of Conveyance; Reserved Easement; Reverter*, are required for the disposition of the subject property and may not be deleted or substantially revised; only minor or non-material modifications will be permitted.

All documentation submitted with a Response must reference the Solicitation Title and Number stated herein. All Responses must be made on the appropriate forms and formats as specified by this Solicitation and uploaded to JEA’s procurement platform.

All Responses should be delivered electronically to JEA via the Zycus platform. An automated, detailed auditing system provides sealed Response integrity. Responses remain sealed on the platform until the Close Date & Time (Due Date & Time).

A Respondent shall be solely responsible for timely delivery of its Response to the Zycus Supplier Network. Respondents are strongly encouraged to acquire log in credentials early as possible. Additionally, Respondents are encouraged to submit Responses early to ensure uploading process goes smoothly. If Respondent is not able to submit its Response via Zycus, then please email the Response to the JEA Representative identified on the cover page of this RFP.

Responses are due by the time and on the date stated on the cover page of this Solicitation. LATE RESPONSES MAY BE REJECTED.

1.4) Zycus Instructions

I. How to Log Into Zycus

A. New Users – Zycus

1. New Users will need to register to login. Registration will require Company name, address, phone, contact, title, phone and email address. Also, it is recommended users use Google Chrome to access Zycus.
2. Note if the company is already doing business with JEA, you may find the company is already registered in Zycus. To find out if you are registered, try entering your email address in the New User Registration screen. If you receive a message stating “Email ID already registered”, log in as an Existing User Log-in”. If you don’t know your password, enter your email address and click on “Forgot Password”.

B. Existing Users or New Users with Previously Registered Emails

1. Once the user has a login on the sourcing platform select “Existing User Log-in”, the user may navigate to the solicitation by selecting the icon for the applicable solicitation.

II. How to Submit a Response Using Zycus

1. Once logged in, users will see all JEA Sourcing Events, then select the applicable event.
2. Once in the Sourcing Event. The Sourcing Event has prompts for actions required to respond to the solicitation.
3. For the user to proceed to submit a Response to JEA using Zycus, the user will be required to provide its acceptance of the of the Zycus iSource Terms & Conditions associated with the work. Such Terms and Conditions may cover non-disclosure, safety, cyber security, Invitation for Bid contract terms, etc.
4. Once all terms are accepted, additional Solicitation information will be available for viewing and submitting a Response by selecting “Confirm Participation”. JEA will then have a record indicating the company intends to submit a Response.
5. A user then can respond to each section of the Solicitation, once completed with each section, select “Save”. 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.
6. 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”.
7. Once the user selects “Submit Response”, the user will receive a “Success” pop-up when submitted.
8. Once submitted users may recall and modify submitted documentation and submit information until the Response Due Date and Time.

1.5) Questions

All Questions must be submitted in writing to the JEA Representative listed herein at least five business days prior to the opening date. Questions received within five business days prior to the opening date may not be answered.

1.6) Minimum Reserve Price

The Respondent must meet or exceed the reserve price determined by JEA of Four Hundred Twenty-two Thousand Four Hundred Fifty Dollars (\$422,450.00).

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

1.7) JEA Intent to Sell

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

1.8) Opening of Responses

All Responses received shall be publicly announced and recorded via Microsoft Teams at the date and time indicated on the cover page of this Solicitation.

The details for the meeting will be on the following website: <https://www.jea.com> approximately 48 hours before the Response opening.

At the opening of Responses, a JEA representative will publicly open each Response that was received prior to the Date and Time, except for those Responses that have been properly withdrawn. JEA has the right to waive irregularities or informalities in the Responses to the extent allowable under applicable laws.

1.9) Alternate Provisions and Conditions

In order for JEA to consider any alternate terms and conditions found in Responses that are contrary to requirements found in this Solicitation, including, but not limited to, the draft purchase and sale agreement, the company shall submit an addendum with proposed alternate language. JEA reserves the right to negotiate different terms and conditions and requirements if JEA determines that such terms and conditions and requirements are in the best interest of JEA. The standard JEA Purchase and Sale Agreement is attached in Appendix C. Sections 5.0 through 5.5, *Road Construction and Dedication*, and Sections 6.0 through 6.2, *Deed of Conveyance; Reserved Easement; Reverter*, are required for the disposition of the subject property and may not be deleted or substantially revised; only minor or non-material modifications will be permitted.

1.10) Basis of Award

JEA will Award a Purchase Agreement to the Respondent whose total offer is the highest offer presented to JEA, provided that such offer must meet or exceed the minimum reserve price set forth in Section 1.6 above.

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

1.11) Selection Criteria

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

1.12) Tie

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

1.13) Required Forms to be Submitted

The following forms must be completed and submitted to JEA at the timeframes stated below.

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

- I. Response Form - This form can be found in Appendix B of this Solicitation.
- II. Conflict of Interest Form - This form can be found in Appendix B of this Solicitation.
- III. Addendum to the JEA Purchase and Sale Agreement form (the "contract") if changes to the contract are proposed.

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

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

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

1.14) Addenda Issuance

JEA may issue Addenda prior to the opening of Responses to change or clarify the intent of this Solicitation. The Respondent shall be responsible for ensuring it has received all Addenda prior to submitting its Response and shall acknowledge receipt of all Addenda by completing the Confirmation of Receipt of RFP 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 RFP and any resulting Contract Documents. It is the responsibility of each Respondent to ensure it has received and incorporated all Addenda into its Response. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Response at JEA's sole discretion.

1.15) Contract Execution

Upon the selection of the winning Respondent, Respondent will, in good faith and using commercially reasonable efforts, enter into negotiations with JEA with respect to the JEA Standard Purchase and Sale Agreement (the "Contract"). The Contract shall be consistent with the information submitted in response to Section 1.11 Selection Criteria. If JEA determines in its discretion that negotiations with Respondent are not progressing adequately, JEA may discontinue negotiations, rescind the award of the RFP to Respondent, and elect to pursue negotiations with a different Respondent.

1.16) No Warranties; AS-IS

The subject property will be sold, if at all, "as is/where is" and with all faults. The information provided and referenced herein is solely for the purpose of providing a starting place for investigation by Respondent and does not constitute any representation or warranty by JEA of any kind. JEA expressly disclaims any such warranty, and any other warranty implied by law, including but not limited to, fitness for any particular use or purpose. By its submission of a bid, each Respondent acknowledges and agrees that it is waiving any right whatsoever to claim damages for breach of any representation or warranty, that it is skilled in the investigation and analysis of real estate such as the subject property, and that it has carried out or will carry out such evaluations and investigations as it deems necessary to submit its bid. By acquiring the subject property, the winning Respondent assumes all risk, liability, cost, expense, and responsibility with respect to the subject property.

1.17) Status of Title; Conveyance

The successful Respondent, if any, will be provided with the title and prior survey information as set forth in the Contract. JEA does not intend to obtain a new survey in connection with the transaction. Respondents are advised that the subject property or portions thereof may be subject to various reservations, easements and other encumbrances (but not mortgages for money owed) which will not be removed by JEA at the closing, if any. The land will be conveyed by quit-claim deed.

1.18) Ex Parte Communication

Ex Parte Communication is defined as any inappropriate communication concerning a Solicitation between any officers, employees or other representatives of Respondent 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 Respondents. 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 Respondent. Any questions or clarifications concerning this Solicitation must be sent in writing via email to the JEA Representative at least five business days prior to the opening date. If JEA determines that a question should be answered or a requirement should be clarified, JEA will issue an Addendum to the Solicitation.

1.19) Certifications and Representations of the Company

By signing and submitting its Response, the Respondent certifies and represents as follows:

A. That the individual signing the Response is duly authorized to contractually bind the Respondent to the terms and conditions of this Solicitation and the Contract. Respondent shall provide satisfactory evidence of such authority within three days of JEA's request.

B. That, if successful, the Respondent will be registered to conduct business in the State of Florida and in active status with the Florida Division of Corporations at the time of execution of a Contract.

1.20) Ethics

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

The Respondent shall submit only one Response to this Solicitation. If JEA has reasonable cause to believe the Respondent has submitted more than one Response for the same Work, other than as a Subcontractor or sub-supplier, JEA shall disqualify the Response and may pursue debarment actions.

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

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

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

1.21) JEA Publications

Applicable JEA publications are available at jea.com.

1.22) Modification or Withdrawal of Responses

The Respondent may modify or withdraw its Response at any time prior to the Response Due Date and Time by giving written notice to JEA's Representative by submitting an updated Response. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after the Response Due Date and Time. The Respondent may not modify or withdraw its Response for a period of 90 days following the opening of Responses.

1.23) Notice of Prohibition Against Considering Social, Political, or Ideological Interests

Pursuant to Section 287.0501, Florida Statutes, JEA may not:

- (i) Request documentation of or consider a vendor's social, political, or ideological interests when determining whether a vendor is a responsible vendor; or
- (ii) Give preference to a vendor based on the vendor's social, political, or ideological interests.

1.24) Protest of Solicitation and Award Process

Any protests regarding this Solicitation must be filed in writing and in accordance with the JEA Procurement Code, as amended from time to time. The JEA Procurement Code is available online at www.jea.com.

1.25) Availability Of Response After Opening

In accordance with the Florida Public Records Law, Florida Statutes, Chapter 119, copies of all Responses are available for public inspection thirty (30) days after the opening of Responses or on the date of Award announcement, whichever is earlier. Respondents may review opened Responses once they are available for public inspection by contacting the designated JEA Representative or JEA's Public Records custodian whose contact information can be found at jea.com. JEA will post a summary of the Response results immediately after the Response opening.

1.26) Reservation of Rights of JEA

This Solicitation provides potential Respondents 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.

JEA reserves the right to reject all Responses, and to waive informalities if JEA deems such action to be in its best interest. JEA may reject any Responses that it deems incomplete or irregular including, but not limited to, Responses that omit a price on any one or more items for which prices are required, Responses that omit Unit Prices if Unit Prices are required, Responses that offer equal items when the option to do so has not been stated, and Responses that fail to include a Bid Bond, where one is required.

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 Responses at any time prior to the time announced for the opening of Responses. JEA may Award the Contract in whole or in part. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.27) Sunshine Law

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 subject to these laws and related statutes ("Florida's Public Records Laws"). All responses to this Solicitation are public record and available for public inspection unless specifically exempt by law.

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

In the event of a request for public records to which documents that are marked as confidential are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify Respondent that such an assertion has been made. It is Respondent's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of Respondent's redacted information under legal process, JEA shall give Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Respondent shall be responsible for defending its determination that the redacted portions of its response are not subject to disclosure.

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

IF THE 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
225 North Pearl Street
Jacksonville, FL 32202
Ph: 904-665-8606
publicrecords@jea.com**

2) Property Documents

2.1) Property Documents

The Property Documents are in Appendix A of this Solicitation.

- Appendix A – Survey portion of Hyatt Road Parcels
- Appendix A – JEA Hyatt Parcels Wetlands
- Appendix A – Purchase and Sale Agreement

3) Required Forms

3.1) Required Forms

The Required Forms are in Appendix B of this Solicitation.

- Appendix B - Response Form
- Appendix B - Conflict of Interest Form
- Standard Purchase and Sale Agreement including an Addendum if changes to the contract are proposed.

4) Other Documents

4.1) Other Documents

Other Documents are in Appendix C of this Solicitation.

- Appendix C - Zycus Instructions