

REQUEST FOR QUOTE (RFQ) 81500

For Participation in

**AUTOMATED DIGESTION BLOCK SYSTEM FOR THE PREPARATION OF
SAMPLES TO BE USED IN THE ANALYSIS OF METALS IN WATER AND SOLIDS**

for

JEA

Jacksonville, FL

JEA REQUEST FOR QUOTE NUMBER: 81500

BID DUE DATE: JANUARY 15, 2016

BID DUE TIME: 12:00 NOON

BID DELIVERED VIA E-MAIL TO: MOOREA@JEA.COM

Questions before Bids submittal:

All questions regarding the Request For Quote must be submitted **via e-mail** to the JEA Procurement Agent and Project Manager, **at least (3) three business days** prior to the bid **due** date. Your (3) three business days ends **JANUARY 12, 2016 at 05:00 PM.**

For Procurement Related Questions:

Procurement Agent: ELIZABETH MOORE

Email: MoorEA@jea.com

For Technical Questions:

Project Manager: DAVID PETERSON

E-mail: PETEDC@JEA.COM

1. Scope, Background & Invitation

1.1. Scope of Work

The purpose of this specification is to obtain an Automated Digestion Block System that prepares samples suitable for the analysis of water, wastewater, surface water, soils, sludges, pellets and other environmental parameters.

The scope of the work detailed in this specification must comply with TNI standards, regulatory standards or operational requirements.

Background

JEA and the ST. Johns River Power Park must adhere to environmental regulatory parameters. Therefore the purpose of this specification is to obtain instrumentation suitable for testing and analysis for JEA and SJRPP.

1.2. Invitation

You are invited to bid on the **Request For Quote** noted below:

Bid Title: **AUTOMATED DIGESTION BLOCK SYSTEM FOR THE PREPARATION OF SAMPLES TO BE USED IN THE ANALYSIS OF METALS IN WATER AND SOLIDS**

JEA Request For Quote Number: 81500

Bid Due Time: 12:00 NOON - ALL LATE BIDS WILL BE RETURNED UNOPENED

Bid Due Date: JANUARY 15, 2016

For Procurement Related Questions:

Procurement Agent: ELIZABETH MOORE

Email: MoorEA@jea.com

For Technical Questions:

Project Manager: David Peterson

E-mail: PETEDC@JEA.COM

2. SPECIAL INSTRUCTIONS TO BIDDERS

2.1 Minimum Qualifications for Eligibility to Bid

Bidders shall have the following minimum qualifications to be considered eligible to Bid in response to this Request For Quote. It is the responsibility of the Bidder to ensure and certify that it meets the minimum qualifications. Bidders not meeting all of the following criteria will not have their Bids considered for Award:

- **Refer to Technical Specifications on Page 16-19.**

Please note, any Bidder whose contract with JEA was terminated for default within the last two (2) years shall not be determined to be a responsible Bidder and their Bid will be rejected.

2.2. Bid Methodology

2.2.1. Competitive Sealed Bidding (Request for Quote)

The Bidder shall submit its Bid via email in response to this **Request for Quote** no later than the Bid Due Date and Time. JEA will subsequently review Bids to determine that they meet the minimum qualifications set for the Work in this Request For Quote. JEA will Award the work to the lowest responsive and responsible Bidder whose Bid meets or exceeds minimum qualifications.

NO EXCEPTIONS ARE ALLOWED IN THIS REQUEST FOR QUOTE. IF THE BIDDER OBJECTS IN ANY MANNER TO THE TERMS AND CONDITIONS OR TECHNICAL SPECIFICATIONS, THE OBJECTION MUST BE ADDRESSED IN WRITING PRIOR TO THE BID OPENING DATE, AND THE OBJECTION WILL BE ADDRESSED IN AN ADDENDUM IF JEA CHOOSES TO MAKE A CLARIFICATION OR IF A CHANGE TO THE BID FORM IS NECESSARY. ANY MODIFICATIONS, EXCEPTIONS OR OBJECTIONS CONTAINED WITHIN THE BID DOCUMENT SHALL SUBJECT THE BID TO DISQUALIFICATION.

3.1. Submitting the Bid Form

JEA will only accept Bid Document files transmitted **VIA E-MAIL to: ATTN: ELIZABETH MOORE - MOOREA@JEA.COM**

2.3. Number of Contracts to be Awarded

JEA intends to Award one (1) Contract for this Work. JEA reserves the right to Award more than one Contract, based on certain groupings of items, which JEA may revise or reorganize, or JEA may exclude line items if in its best interest.

2.4. Lowest Bid

JEA will Award this Work to the lowest responsive and responsible Bidder whose Bid meets or exceeds the minimum qualifications and Technical Specifications for the Purchase of an **AUTOMATED DIGESTION BLOCK SYSTEM FOR THE PREPARATION OF SAMPLES FOR METALS ANALYSIS** and associated vendor supplied hardware as a complete ready to install as set forth in this Request For Quote.

Delivery of an instrument that does not meet or is determined by JEA Laboratory Services not to meet instrument specifications will obligate the vendor to remove the instrument at their expense and return in full including all delivery charges all monies paid to the vendor by JEA.

2.5. Invoicing and Payment Terms

Within 60 days from completion of the Work, the Company shall submit all Invoices or Applications for Payment in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following address:

JEA Accounts Payable

P.O. Box 4910

Jacksonville, FL 32201-4310

JEA will pay the Company the amount requested within 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 Company the revised amount within 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 10 days of determination or written notice.

2.6. Purchase Order (PO)

A Work authorization document issued by the JEA Procurement Department with the words "Purchase Order" clearly marked across the top, a PO number used for reference shown on the front, a description of the Work or a listing of the applicable Contract Documents, an authorized JEA signature and stating the amount of lawfully authorized funds. Purchase Orders are the only documents that authorize changes to the total amount authorized on this Work.

2.7. Contract Term

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

AUTOMATED DIGESTION BLOCK SYSTEM FOR THE PREPARATION OF SAMPLES TO BE USED IN THE ANALYSIS OF METALS IN WATER AND SOLIDS

for each subsequent year of the Contract.

2.8. Required Forms to Submit With Bid

To submit a Bid in response to this Request For Quote, all of the following forms must be completed and submitted as part of the Bid. The Bidder must obtain the required forms, other than the Bid Form and/or the Minimum Qualification Form which is attached, by downloading them from **www.jea.com**. If the Bidder fails to complete or fails to submit one or more of the required forms, the Bid will be rejected.

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

1. Bid Form**
2. List of Subcontractors
3. Unable to submit Bid (only if not submitting a bid)

MUST SUBMIT ITEMS THAT HAVE ASTERISKS () WHEN SUBMITTING BID OR YOUR BID WILL BE REJECTED.**

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

Conflict of Interest Certificate Form

Insurance Certificate

W-9

Evidence of registration with the State of Florida Department of Corporations (www.sunbiz.org)

3. GENERAL INSTRUCTIONS TO BIDDERS

3.2. Conflict of Interest

This conflict of interest policy applies to all JEA Design, Bid, Build construction projects ("Project"). Any Bidder ("Bidder") bidding the construction phase of a Project cannot at the time of Bid submittal, be affiliated with or have any direct or indirect ownership interest in the architect/engineer ("Designer") of record. The Bidder will also be prohibited from bidding if the Designer has any direct or indirect ownership interest in the Bidder. Should JEA erroneously Award a Contract in violation of this policy, JEA may terminate the Contract at any time with no liability to Bidder, and Bidder shall be liable to JEA for all damages, including but not limited to the costs to rebid the Work. The purpose of this policy is to encourage bidding and eliminate any actual or perceived advantage that one Bidder may have over another. In addition to this policy, Design Build projects are governed by the provisions of Florida Statute, Section 287.055(9)(b).

3.3. Ethics

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

The Bidder shall submit only one Bid in response to this Request for Quote. If JEA has reasonable cause to believe the Bidder has submitted more than one Bid for the same Work, other than as a Subcontractors or sub-supplier, JEA may disqualify the Bid and may pursue debarment actions.

The Bidder shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Bid by completing and submitting the Conflict of Interest Certificate. Failure to fully complete and submit the Conflict of Interest Certificate will disqualify the Bid. If JEA has reason to believe

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that collusion exists among the Bidders, JEA will reject any and all Bids from the suspected Bidders and will proceed to debar Bidder 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 companies in which a JEA officer or employee has a financial interest. JEA will reject any and all Bids from JEA officers or employees as well as any and all Bids in which a JEA officer or employee has a financial interest.

In accordance with Florida Statutes sec. 287.133, JEA will reject Bids from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Bidder listed on the Convicted Vendor list for any transaction exceeding \$10,000 for a period of 36 months from the date of being placed on the Convicted Vendor list.

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

3.4. Ex Parte Communication

Ex Parte Communication is defined as any inappropriate communication concerning a Request for Quote between a firm submitting a bid or proposal and a JEA representative during the time in which the Request for Quote is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of Request for Quote in which a Bidder becomes privy to information not available to the other Bidders. Social contact between Bidders and JEA Representatives should be kept to an absolute minimum during the bidding process.

Ex Parte Communication is strictly prohibited. Failure to adhere to this policy will disqualify the noncompliant Bidder's Bid. Any questions of clarifications concerning a Request for Quote must be sent in writing via email to the JEA Procurement Agent. If determined by JEA, that a question should be answered or an issue clarified, JEA will issue an addendum to all Bidders.

For more information on Ex Parte communications, see JEA Procurement Code, Section 2-103, which is available at www.jea.com.

3.5. Questions before Bids submittal

All questions regarding the Request For Quote must be submitted **via e-mail** to the JEA Procurement Agent and Project Manager via email, **at least (3) three business days** prior to the bid **due** date. Your **(3) three business days ends JANUARY 12, 2016 at 05:00 PM.**

3.6. Addenda

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

3.7. Reservations of Rights to JEA

A. the Request for Quote provides potential Bidders with information to enable the submission of written offers. The Request for Quote is not a contractual offer or commitment by JEA to purchase products or services.

B. Bids shall be good for a period of **sixty (60) days** following the opening of bids.

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

D. JEA reserves the right to cancel, postpone, modify, reissue and amend this Request for Quote at its discretion.

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

3.8. Modification or Withdrawal of Bids

The Bidder may modify or withdraw its Bid at any time prior to the opening of Bids by giving written notice to JEA's Procurement Agent. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after the opening of Bids. The Bidder shall not modify or withdraw its Bid from time submitted and for a period of **60 days** following the opening of Bids.

3.9. Certification and Representations of the Bidder

By signing and submitting a bid, the Bidder 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 these Contract Documents prior to submitting its Bid. Where the Bidder 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 Bidder shall comply with all safety requirements described in the Request For Quote and shall be prepared to show proof of a minimum of \$1 million of general liability insurance or the amount specified in this Request For Quote (whichever is greater).

B. That every aspect of its submitted Bid, including the Contract 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 assumes the responsibility.

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C. That the individual signing the Bid is a duly authorized agent or officer of the firm. Bids submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Bid, satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Bid is submitted by a partnership, the Bid must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the Bid, satisfactory evidence of authority to sign must be submitted upon request by JEA.

D. The corporation or partnership must be in active status at the Florida Division of Corporations (www.sunbiz.org) prior to Award.

E. That the firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including not limited to contractor's license and occupational licenses necessary to perform the Work. The Bidder also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Bidder shall immediately notify JEA of status change.

F. That it has read, understands and will comply with the Section entitled Ethics of these instructions to bidders.

3.10. Mathematical Errors

In the event of mathematical errors in the prices entered on the Bid Form or in the addition of a total for any base bid, unit prices will prevail. The corrected base bid will be used to determine the low qualified Bidder. The award of this Contract will establish the Contractor and the unit prices which are to be used during the life of the Contract.

3.11. Availability of Bids After Bid Opening

In accordance with the Florida Public Records Law, Florida Statute Section 119, copies of all Bids are available for public inspection thirty (30) days after the opening of Bids or on the date of Award announcement, whichever is earlier. Bidders may review opened Bids once they are available for public inspection by contacting the designated Procurement Agent to arrange a mutually convenient time for such review at the JEA offices. JEA will post a summary of Bid opening results on JEA.com.

3.12. Prohibition Against Contingent Fees

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

3.13. Protest of Bidding and Award Process

Bidders shall file any protests regarding this Request For Quote in writing, in accordance with the JEA Purchasing Code, as amended from time to time. Copies of the JEA Purchasing Code are available online at JEA.com.

4. COMPLETING THE BID DOCUMENTS

4.1. Completing the Bid Document

Bidders shall complete and submit the enclosed Bid Document with responses typewritten or written in ink. Bidders should refer to Section 2, Special Instructions of this Request For Quote to review specific items which may be required with the submittal of the Bid. When a blank is marked "optional", the Bidder shall insert the words "No Bid" in the space provided if the Bidder does not choose to submit a price for that item. Failure to complete each blank with either a price or the words "No Bid" may disqualify the Bid. The Bidder, or its authorized agent or officer of the firm, shall sign the Bid Document. Failure to sign the Bid Document may disqualify the Bid. JEA-approved erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten signature of each person executing the Bid. Failure to authenticate changes may disqualify the Bid. JEA may disqualify any Bids that deviate from the requirements of this Request For Quote, and those that include unapproved exceptions, amendments, or erasures.

4.2. Shipping and Freight - FOB Destination

The Bidder shall include the price for shipment of materials and equipment in its pricing shown on the Bid Document unless otherwise stated on the Bid Document. The materials and equipment will be shipped to JEA Laboratory Services Springfield Laboratory, 1002 North Main Street, Jacksonville, FL 32206. Delivery will be inside the laboratory, Metals Instrument Room.

5. REQUIRED INSURANCE

Company shall hold harmless, indemnify, and defend 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.

INSURANCE REQUIREMENTS

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

<u>Schedule</u>	<u>Amount</u>
<u>Workers' Compensation</u> Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts)	Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability)
<u>Commercial General Liability</u> Premises-Operations Products-Completed Operations Contractual Liability Independent Contractors Broad Form Property Damage Explosion, Collapse and Underground Hazards (XCU Coverage)	\$1,000,000 each occurrence \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit
<u>Automobile Liability</u> All autos-owned, hired, or non-owned	\$1,000,000 each occurrence, combined single limit
<u>Excess or Umbrella Liability</u> (This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability)	\$4,000,000 each occurrence and annual aggregate

The above Indemnification provision 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. Company shall submit subcontractors' Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA's job sites.

5.1 INDEMNIFICATION

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. It is the intent of the parties that this indemnification shall be in accord with Section 725.06(2), Florida Statutes.

6. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Contractor's performance using the evaluation criteria shown on the vendor scorecard available at JEA Procurement Bid Section, JEA Tower Suite 103, 21 W. Church Street, Jacksonville, FL 32202 or online at JEA.com. Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Contractor's performance shall be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee or JEA contractor familiar with the performance of the Contractor. The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When evaluating the Contractor's performance, JEA will consider the performance of the Contractor's Subcontractors and suppliers, as part of the Contractor's performance.

Frequency of Evaluations

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

Unacceptable Performance

- o If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Contractor is Unacceptable, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Contractor of such in a letter.

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The Contractor shall have 10 days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Contractor, the specific actions that the Contractor will take to bring the Contractor's performance up to at least Acceptable Performance.

- o Within 30 days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Contractor by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Contractor's performance is described in the letter as meeting expectations, no further remedial action is required by the Contractor, as long as Contractor's performance continues to be Acceptable.
- o If the Contractor's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Contractor shall have 15 days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the 15-day period, JEA will prepare a scorecard documenting the Contractor's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Contractor has made in its performance, or has failed to make. If the scorecard shows Contractor's performance is Acceptable, then no further remedial action is required by Contractor as long as Contractor's performance remains Acceptable. If the scorecard shows the Contractor's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Contractor from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Contractor of its obligations under the Contract, nor does it preclude an earlier termination.
- o In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.
- o If the Contractor receives five or more letters of deficiency within any 12 month period, then JEA will prepare a scorecard describing the deficiencies and the Contractor's performance will be scored as Unacceptable.

Acceptable Performance

JEA expects the Contractor's performance to be at a minimum Acceptable.

Disputes

In the event that the Contractor wants to dispute the results of its scorecard performance evaluation, the Contractor must submit a letter to the Chief Purchasing Officer supplying supplemental information that it believes JEA failed to take into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than 10 days following the Contractor's receipt of the scorecard. If the Chief Purchasing Officer decides to change the scorecard, the Contractor will be notified and a revised scorecard will be prepared, with a copy issued to the Contractor. If the Chief Purchasing Officer decides that no change is warranted, the decision of the Chief Purchasing Officer is final. If the Contractor is to be suspended from consideration for future award of any contracts, the Contractor may appeal to the Procurement Appeals Board as per JEA Purchasing Code.

Public Records

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

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BID FORM – PAGE 1 OF 1

Submit one copy along with other required forms to:
EMAIL: moorea@jea.com

Company Name: _____

Company's Address _____

License Number (if applicable) _____

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

<p><u>BID SECURITY REQUIREMENTS</u></p> <p><input checked="" type="checkbox"/> None required</p> <p><input type="checkbox"/> Certified Check or Bond</p> <p>% _____ \$ _____</p>	<p><u>TERM OF CONTRACT</u></p> <p><input checked="" type="checkbox"/> One Time Purchase</p> <p><input type="checkbox"/> Annual Requirements</p> <p><input type="checkbox"/> Other: _____</p>
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<p><u>SAMPLE REQUIREMENTS</u></p> <p><input checked="" type="checkbox"/> None required</p> <p><input type="checkbox"/> Samples required prior to Bid Opening</p> <p><input type="checkbox"/> Samples may be required subsequent to Bid Opening</p>	<p><u>SECTION 255.05, FLORIDA STATUTES CONTRACT BOND</u></p> <p><input checked="" type="checkbox"/> None required</p> <p><input type="checkbox"/> Bond required \$ _____ % of Bid Award</p>
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<p><u>QUANTITIES REQUIREMENTS</u></p> <p><input type="checkbox"/> Quantities indicated are exacting</p> <p><input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased throughout the Contract period and are subject to fluctuation in accordance with actual requirements.</p>	<p><u>INSURANCE</u></p> <p>Insurance required</p>
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Quote the following: F.O.B.: JEA Springfield Laboratory, Inside Delivery, Jacksonville, FL

Item	Enter Your Bid for the Following Services	Price/Each	SYSTEM	Extended Price
1	AUTOMATED DIGESTION BLOCK SYSTEM for the Preparation of Samples to be used in the Analysis of Metals in Water and Solids AND REQUIRED CONSUMABLES – Refer to Technical Specifications		1	\$
	TOTAL (for Item 1, above)			\$

Bidder's Certification

By submitting this bid, the bidder certifies that the bidder has read and reviewed all of the documents pertaining to this solicitation, that the person signing below is an authorized representative of the 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.

<p>We have received Addenda</p> <p>_____ through _____</p>	<p>_____</p> <p>Handwritten Signature of Authorizing Officer of Firm or Agent Date</p> <p>_____</p> <p>Printed Name and Title</p>
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REQUEST FOR QUOTE (RFQ) 81500
AUTOMATED DIGESTION BLOCK SYSTEM FOR THE PREPARATION OF SAMPLES TO BE USED
IN THE ANALYSIS OF METALS IN WATER AND SOLIDS
TECHNICAL SPECIFICATIONS

- 1. Specific Instrument Requirements – Hardware**
- 2. Specific Instrument Requirements – Software**
- 3. Instrument Installation and Training Requirements**
- 4. Warranty**
- 5. Delivery and Installation**

1. Specific Instrument Requirements – Hardware:

- A. AUTOMATED DIGESTION BLOCK SYSTEM FOR THE PREPARATION OF SAMPLES FOR METALS ANALYSIS suitable for the preparation of samples for the analysis of Inorganic Analytes (Metals) by U.S. EPA, Florida Department of Health, and Florida Department of Environmental Protection approved methodologies for NPDES and NPDWR compliance monitoring. At a minimum, the system must be able to run the following sample preparation methods:
 - a. EPA Method 200.2
 - b. EPA Method 200.7 Revision 4.4
 - c. EPA Method 200.8 Revision 5.4
 - d. EPA Method 245.1
 - e. EPA Method 3050B
 - f. EPA Method 7470A
 - g. EPA Method 7471
- B. The Automated Digestion Block System and associated materials shall be supplied as new unused except for required pre-delivery testing.
- C. The Automated Digestion Block System shall be Bench Top design.
- D. The Automated Digestion Block System shall be equipped with fume hood and vent to be connected to the laboratory's exhaust system for safe exhausting of corrosive and toxic vapors.
- E. The Automated Digestion Block System shall be constructed of corrosion resistant materials with corrosion resistant coatings applied to all metal materials. The system shall not have any uncoated metal supports or structure in the interior of the system.
- F. Since the Automated Digestion Block System sits in a sample preparation room with acidic fumes and liquids present along with acids dispensed by the system into samples the design of the system shall minimize corrosion of all electrical and electronic apparatus.

- G. The Automated Digestion Block System shall accommodate at least 42 samples using standard flat bottom 50mL polypropylene disposable screw-cap Digestion Cups.
- H. The Automated Digestion Block System shall have at least 8 reagents dispensing capability with two separate liquid switching valves to keep non-metallic reagents separate from metallic reagents used during Mercury digestions.
- I. Reagent addition and Final Fill-to-Volume steps are performed by peristaltic pumps under software control. Delivery shall be precise and accurate to <2% after dispensing calibration.
- J. Sample temperature shall be measured with a PTFE thermocouple placed in one sample cup.
- K. The sample heating block must maintain temperature within $\pm 1^{\circ}\text{C}$ of the set temperature and not vary by $\pm 2^{\circ}\text{C}$ in sample wells throughout the heating block.
- L. The system must allow for unattended run and shutdown (or slow mode) to allow for overnight runs with automatic DI water washout acids and reagents upon digestion completion.
- M. The system must provide real time display of digestion status and progress.
- N. As a measure of the system's resistance to static electricity and radio frequency interference, it must be marked as being CE approved.
- O. All ancillary equipment including sample racks required for the operation of the Automated Digestion Block System must be included and shipped with the system.
- P. The Automated Digestion Block System shall use 120V.

2. Specific Instrument Requirements – Software

- a. Vendor must supply suitable computer and flat screen monitor with Windows 7 or higher OS system. Since the Automated Digestion Block System will be located in a corrosive environment the computer will be placed in an adjoining room with only the monitor, keyboard, and mouse location adjacent to the system. The keyboard and mouse shall use Bluetooth to communicate with the computer. Laptop computer can be supplied only if a separate monitor, keyboard, and mouse are additionally supplied.
- b. As Windows 7 will only be supported through 2018, vendor must stipulate that any software upgrades will be provided at no cost to JEA for support of Windows 10.
- c. Auto save of Data. If a problem occurs during the course of a digestion sequence that makes the sequence shut down before the end of the sequence is reached, all sequence acquired data up to the point of the problem must be recoverable and/or saved automatically.
- d. The system must have USB 2.0 or higher communication interface.
- e. The software and hardware shall allow for calibrated fill to volume of the sample digestion tubes.

- f. The software shall come programmed with common EPA Methods for Metals Digestions and automatically performs all digestion steps with the volumetric addition of reagents. See list above Section 1A of technical specifications.
- g. The software shall allow manual control of the dispenser, reagent additions, and heating temperatures.
- h. The software shall be able to perform a DI water flush rinse of the dispensing system to flush corrosive reagents.
- i. The software shall alert the user of scheduled maintenance procedures.
- j. The software shall record sample digestion temperature at user chosen steps during the automated digestion procedure.
- k. Real Time Data Reporting. Software must timestamp and record when actions and additions occur during an automated digestion.
- l. Background Operation. Software must permit user to open and operate additional programs (Excel, Word, etc.) while software continues to collect data in the background.
- m. R.
- n. LIMS Compatibility. The software shall be able to accept sample identification from a file such as a comma delimited text file.
- o. Software HELP via on-screen software manual useable anytime during software operation.
- p. Manufacturer must provide the license(s) for the software and the warranty.
- q. Any software upgrades made during the term of warranty or service agreement must be made without charge. As Windows 7 will only be supported through 2018, vendor must stipulate that any software upgrades will be provided at no cost to JEA to support.
- r. The software must allow for the use of computers lacking a PCI or ISA bus.

4. Instrument Installation and Training Requirements

- a. The vendor bid submittal shall include: the space, electrical, compressed gases, and any other requirements of the instrument and accessories. The Pre-Installation guide shall be part of the bid submittal.
- b. The vendor must notify JEA Laboratory Services of the estimated delivery date at least two weeks before instrument delivery. If any changes in the space, electrical, compressed gas, and any other requirements of the instrument are required, JEA Laboratory Services shall be notified at least four weeks before instrument delivery.
- c. The instrument must be able to fit through a 32 inch wide door opening.
- d. The vendor will be responsible for the installation of the instrument and accessories to an acceptable operable state for the calibration of the elemental analytes and the analysis of samples within 30 days after delivery.
- e. Training in the proper use of the instrument and accessories for the analysis of the laboratory's samples must be provided by the vendor. The training period shall be a minimum of one day. Training must include the safe operation of the instrument and accessories, operation of the instrument to achieve EPA and ASTM acceptable results, and methods for sample preparation of liquids or any other samples.
- f. The instrument and accessories used for training must be the same model as delivered with same characteristics and features of the delivered instrument.

- g. The JEA laboratory has the option to supply prepared samples to be analyzed during the training period. Proper use of the instrument with the laboratory supplied sample matrices shall be included in the training.
- h. The vendor must provide the training at the laboratory (on-site).
- i. If on-site training is combined with the instrument installation, the training period shall be for a minimum of one day after the completed and accepted installation of the instrument and accessories.
- j. If other training opportunities are available, such as through the internet, it should be listed as an option. Other training opportunities will be an optional purchase considered as by JEA Lab Services as part of the bid award within the allocated budget.

5. **Warranty**

- a. The Automated Digestion Block System with provided hardware accessories (does not include associated replaceable tubing) must be covered by at least one full year warranty covering all parts, labor and travel. The Service Agreement will be offered for purchase on a yearly basis after the initial warranty period.
- b. Service response for the warranty and subsequent non-warranty periods shall be 24 hours for telephone response and 72 hours for service technician arrival at the laboratory after vendor notification of instrument and accessories problems.
- c. If the vendor offers significant discount on pre-paid Service Agreements or Extended warranties it should be listed as an option. Pre-paid Service Agreements will be an optional purchase considered by JEA Lab Services as part of the bid award within the allocated budget.
- d. **The system must be supported by service agreements for at least 7 years. If the instrument platform is slated to be replaced or obsoleted by a new platform within two years, it must be stated in the bid.**

6. **Delivery and Installation**

Delivery of all necessary equipment will be guaranteed to occur no later than 90 days after vendor receipt of the purchase order or earlier by specific arrangement. The vendor is responsible for all delivery arrangements including movement of the equipment into the laboratory.

The Springfield Laboratory facility has a standard height truck trailer dock and scissor jack loading dock available for delivery of the instrument.

Delivery will be FOB Destination inside delivery at:

Springfield Laboratory
JEA Laboratory Services Department
1002 North Main Street
Jacksonville, Florida 32206