

**JEA's REQUEST FOR QUOTES  
FOR THE SALE OF A JEA OWNED  
LAND PARCEL AT ST. JOHN'S PARKWAY AND RACETRACK ROAD  
(APPROXIMATELY 387 S.F. Parcel)**



**JACKSONVILLE, FL  
SOLICITATION NUMBER 96519**

**RESPONSES ARE DUE ON JANUARY 22, 2019 BY 12:00 P.M. EST**

**RESPONSES EMAILED TO:  
CHRISSY NUNZIATO at [NUNZCT@JEA.COM](mailto:NUNZCT@JEA.COM)  
JEA PROCUREMENT SERVICES**

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### ATTACHMENTS:

1. APPENDIX A - TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK
2. APPENDIX B- RESPONSE FORM
3. EXHIBIT A – ACCESS PARCEL INFORMATION
4. PURCHASE AGREEMENT

## **1. REQUEST FOR QUOTATION**

### **1.1. INVITATION**

#### **1.1.1. SCOPE OF WORK (RFQ)**

The purpose of this Request for Quote (RFQ) is for JEA to obtain quotes for the third party purchase of a parcel of property located at St. Johns Parkway and Racetrack Road which, is approximately 387 square feet in size.

Reference: A portion of Tax Identification number RE#: 023595-0001, St. Johns County as shown on the Exhibit A attached to the Special Warranty Deed.

A more detailed description of the Work is provided in the Technical Specifications included as **Appendix A** to this RFQ.

#### **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 QUOTE**

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

**JEA RFQ Title: LAND PARCEL at ST. JOHN'S PARKWAY AND RACETRACK ROAD  
(APPROXIMATELY 387 S.F. LOT)**

**JEA RFQ Number: 96519**

A complete copy of this RFQ and any applicable documents can be downloaded from [jea.com](http://jea.com).

**Response Due Time: 12:00 P.M. EST - ALL LATE RESPONSES FOR WHATEVER REASON WILL BE REJECTED.**

**Response Due Date: January 22, 2019**

All Responses must reference the JEA RFQ Title and Number noted above. All Responses must be made on the appropriate forms as specified within this RFQ, and emailed to Chrissy Nunziato: **NUNZCT@JEA.COM**

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

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

#### **1.1.4. QUESTIONS**

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

For Procurement Questions:

Buyer: Chrissy Nunziato

E-mail: NUNZCT@JEA.COM

Technical Questions:

Contact: BRANDON TRAUB

E-mail: TRAUBL@JEA.COM

## **1.2. SPECIAL INSTRUCTIONS**

### **1.2.1. MINIMUM RESERVE PRICE**

The Respondent must meet or exceed the reserve price determined by JEA of **Three Thousand Dollars (\$3,000.00)**.

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

### **1.2.2. JEA INTENT TO SELL**

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

### **1.2.3. REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE**

Response Form, which can be downloaded at JEA.com.

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

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

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

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

- Conflict of Interest Certificate Form - This form can be found at JEA.com
- Any technical submittals as requires by the Technical Specifications

## **1.3. BASIS OF AWARD**

### **1.3.1. BASIS OF AWARD – LOWEST COST TO JEA**

JEA will Award a Purchase Agreement to the Respondent whose total offer is the highest offer presented to JEA. JEA will use the Respondent's total bid stated on the Response Form when making price comparisons for Award purposes.

### **1.3.2. EVALUATION PROCESS**

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

#### **1.4. SELECTION CRITERIA**

##### **1.4.1. TIE**

In the event that there are two (2) 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.

#### **1.5. GENERAL INSTRUCTIONS**

##### **1.5.1. SUBMITTING THE RESPONSE**

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

##### **1.5.2. ADDENDA**

JEA may issue Addenda prior to the opening of offers to change or clarify the intent of this Invitation to Negotiate (RFQ). 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 RFQ 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 RFQ and any resulting Purchase Orders. 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.

##### **1.5.3. DEFINED TERMS**

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

##### **1.5.4. SUNSHINE LAW**

###### **GENERAL**

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

**Redacted Submissions:** If a Respondent believe that any portion of the documents, data or records submitted in response to this RFQ 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 RFQ 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 RFQ, Respondent agrees to protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, losses, settlements, costs and expenses (including but not limited to

reasonable attorney fees and costs) arising from it relating to Respondent's determination that the redacted portions of its response to this Solicitation are not subject to disclosure.

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

## **2. CONTRACTUAL TERMS AND CONDITIONS**

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

### **2.1. DEFINITIONS**

#### **2.1.1. DEFINITIONS**

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

#### **2.1.2. ADDENDUM/ADDENDA**

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

#### **2.1.3. AWARD**

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

#### **2.1.4. PURCHASE AGREEMENT**

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

#### **2.1.5. JEA REPRESENTATIVE**

The person assigned by JEA to administer the Contract.

#### **2.1.6. RESPONSE**

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

#### **2.1.7. RESPONDENT**

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

#### **2.1.8. SOLICITATION**

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

## **2.2. PURCHASE AGREEMENT DOCUMENTS**

### **2.2.1. ORDER OF PRECEDENCE**

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

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

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

### **2.3.1. PAYMENT TERMS**

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

### **2.3.2. PUBLICITY AND ADVERTISING**

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

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

## **ATTACHMENTS:**

1. APPENDIX A - TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK
2. APPENDIX B- RESPONSE FORM
3. EXHIBIT A – ACCESS PARCEL INFORMATION
4. EXHIBIT B – SPECIAL WARRANTY DEED WITH RESERVED EASEMENT AND RIGHTS
5. PURCHASE AGREEMENT