

# Welcome to the

## Awards Meeting

**July 10, 2025, 10:00 AM EST**

You have been joined to the meeting with your **audio muted** by default.

At the designated public comment time we will provide opportunity for you to unmute to speak.

During the meeting, public comments received via e-mail regarding any matter on the agenda for consideration will be read out. Per the Public Notice Agenda posted on [JEA.com](http://JEA.com), public comments by e-mail must be received no later than 9:00 a.m. on the day of the meeting to be read during the public comment portion of the meeting.

Please contact **Camie Evers** by telephone at **(904) 832-3385** or by email at **[everca@jea.com](mailto:everca@jea.com)** if you experience any technical difficulties during the meeting.

<p align="center"><b>JEA Awards Agenda</b>  <b>July 10, 2025</b>  <b>225 North Pearl St., Jacksonville, FL 32202 - Board Room 1st Floor</b>  <a href="#">Teams Meeting Info</a></p>												
Consent Agenda												
The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. <b>All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief.</b> The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for <b>Formal Purchases</b> as defined by <b>Section 3-101 of the JEA Procurement Code</b> . Please refer to JEA's Procurement Code, if you wish to protest any of these items.												
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Business Unit Estimate	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%), \$ - awarded)
1	Minutes	Minutes from 06/26/2025 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Contract Increase/Renewal	069-19 - UG/OH Distribution Construction & Maintenance Services	Erixton	Heart Utilities of Jacksonville Inc. SPE Utility Contractors FD, LLC dba SPE Group	Capital, O&M	\$15,923,000.00	Heart Utilities: \$6,850,000 SPE: \$8,528,800	Heart Utilities: \$20,974,734.30 SPE: \$20,089,154.47	Heart Utilities: \$45,910,845.26 SPE: \$37,020,374.47	Heart Utilities: 05/11/2023 - \$7,401,110.96 07/11/2024 - \$3,535,000.00 10/17/2024 - \$7,150,000.00  SPE: 08/01/2024 - \$1,486,420.00 10/17/2024 - \$6,916,000.00	Five (5) Years w/Two (2) - 1 Yr. Renewals  Heart Utilities: Start: 10/31/2019 End: 10/30/2026  SPE: Start: 01/01/2020 End: 12/31/2026	N
3	Request for Proposals (RFP)	1411977446 RFP JEA Fleet Services Off-Road Vehicle and Equipment Maintenance and Repair	Phillips	Crystal Tractor, LLC Beard Equipment Company	O & M	\$1,513,947.08	\$1,141,076.36 \$372,870.72	N/A	\$1,513,947.08	N/A	Three (3) Year w/Two (2) - 1 Yr. Renewals Start Date: 07/18/2025 End Date: 07/17/2028	N
4	Contract Increase	1410933246 Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery	Zammataro	Polydyne, Inc.	O&M	\$1,406,500.58	\$1,406,500.58	\$7,584,720.00	\$9,749,692.58	2/4/2025 - \$758,472.00	Three (3) Years w/ Three (3) - 1 Yr. Renewals Start Date: 02/09/2023 End Date: 02/08/2026	N
5	Contract Increase	1411497046 Commercial Water Meters for Inventory Stock	Phillips	Sensus USA, Inc.	Inventory	\$1,845,020.00	\$1,845,020.00	\$1,180,195.00	\$3,143,234.50	05/02/2025 - \$118,019.50	Three (3) Years w/ Three (3) - 1 Yr. Renewals Start Date: 12/15/2023 End Date: 12/14/2026	N







6	Invitation for Bid (IFB)	141199448 (IFB) JEA Limestone Crushing Services	Exixton	Knapp Construction & Excavating of Florida LLC	O&M	\$850,000.00	\$861,000.00	N/A	\$861,000.00	N/A	Project Completion: Start Date: 07/14/2025 End Date: 12/30/2025	N
	Advised: 05/30/2025 Opened: 06/24/2025 Six (6) Bids Received Knapp Construction & Excavating of Florida LLC - \$861,000 Norton Irrigation, Inc. - \$970,000 RPM Solutions, LLC - \$979,000 United Brothers Development Corp - \$981,000 Southern Logistics, Inc. - \$1,132,000 Fred Weber Inc. - Withdrew Bid  For additional information contact: Jason Behr  JEA requires limestone crushing services at the Northside Generating Station to support ongoing plant operations. The contractor will be responsible for providing all necessary labor, supervision, materials, equipment, and subcontracted services to crush delivered limestone from approximately 3 inches down to a maximum size of 1/2 inch, in accordance with JEA's specifications. Limestone will be delivered by vessel and offloaded to JEA's onsite storage barn by JEA personnel. The contractor will process the material on site, with the option to operate equipment either inside or outside the barn, depending on space availability. Crushed material will be returned to the storage barn upon completion. The processing system must be capable of supporting full two-unit operation at the plant, with a peak limestone demand of approximately 1,400 tons per day.  The budget estimate for these services was \$850,000.00; however, the bid amount came in slightly higher. The original estimate was based on the previous per-ton rate and did not account for additional costs such as mobilization, demobilization, and potential standby time, all of which were included in the submitted bid.  It is important to note that JEA's existing limestone crushing equipment is currently out of service and awaiting repairs. This contract will cover the expected July vessel shipment. There is another vessel scheduled for November. While services for a second vessel scheduled to arrive in November may not be required, they were included in the bid as a contingency to ensure operational flexibility. If we do not need this service for second vessel, we will not be spending this full award amount.											
7	Collaborative Procurement Sourcewell Contract 101221-VTR	Contract 101221-VTR: Vector Manufacturing, Purchase of Vector Impact Sewer Cleaner vacuum trucks	Phillips	Environmental Products Group, Inc.	Capital	\$1,326,768.00	\$1,326,768.00	N/A	\$1,326,768.00	N/A	One-Time Purchase in FY26  Start Date: 01/01/2026 End Date: 09/30/2026	N
	Collaborative Procurement Agency: Sourcewell, a State of Minnesota local government unit and service cooperative Contract #101221-VTR with Vector Manufacturing Contract Term: Start Date 12/20/2021, through 11/29/2026  For additional information contact: Halley Stewart  This award is for the purchase of three (3) Vector Impact Sewer Cleaner vacuum trucks for JEA Water/Wastewater department replacements. JEA is utilizing the collaborative procurement contract with Sourcewell and Vector Manufacturing as provided in Section 3-115 of the Procurement Code.  The Vector Impact Sewer Cleaner vacuum trucks are budgeted for and expected to be delivered in FY26. JEA is leveraging Sourcewell contract pricing as initiating a new bid process would interfere with ensuring delivery within FY26, when the necessary funds are available. Additionally, JEA has secured a multi-unit discount of \$3,500.00 for the purchase of three (3) units. Environmental Products Group, Inc.'s (EPG) Sourcewell contract pricing with Vector Manufacturing is approximately 8% lower than the \$1,439,970.00 quote received for the same units from Vac-Con Inc. utilizing Sourcewell contract pricing. In FY23, JEA previously awarded a contract for this type of vacuum truck to EPG. The current pricing for FY26 delivery reflects an approximate 22% increase since the previous purchase, due to the required chassis and upfits the business group needs to complete their safety and efficiently. Previous units received were stock chassis and required more upfitting once received. Fleet has determined the current pricing to be reasonable. The unit price is \$442,256.00, bringing the total award to \$1,326,768.00.											
8	Piggyback Jacksonville Port Authority (JAXPORT) Contract 25-02	RFP 25-02 Financial Advisory Services for JAXPORT	Crawford	PFM Financial Advisors LLC	O&M/Capital	\$1,392,000.00	\$1,392,000.00	N/A	\$1,392,000.00	N/A	Three (3) Years w/Three (3) -1 Yr. Renewals Start: 09/01/2025 End: 08/31/2028	N
	Piggyback Jacksonville Port Authority (JAXPORT) Contract 25-02  For additional information contact Elaine Selders.  This Piggyback is to obtain financial advisory services for JEA. JAXPORT recently completed a formal solicitation for their financial advisory services. Upon review of the technical specifications and scope of work on the JAXPORT solicitation and contract, it was determined that the financial advisory services that PFM Financial Advisors LLC will perform for JAXPORT are the same as those required by JEA. PFM has served as JEA's financial advisor since 2007.  The JAXPORT contract retainer fee charged by PFM under this contract will be \$30,000.00 per year, a reduction of \$6,000.00 from the \$36,000.00 fee PFM is currently charging JEA. The fees for bond transactions in the JAXPORT contract are \$1.20 per \$1,000 of bonds with a minimum fee of \$30,000.00 per issuance for an effective rate of 0.12%. JAXPORT's bond transactions are smaller and less frequent than JEA's, so the JAXPORT contract does not cap bond transactions. PFM has agreed to cap bond transactions for JEA at \$175,000.00 per issuance. JEA estimates bond issuance to be in the range of approximately \$400,000,000.00 per issuance, reducing the effective fee to .04375%. PFM is currently charging JEA \$.75 per \$1000 of bonds with a maximum fee of \$100,000.00 per issuance. PFM costs associated with bond transactions will be paid from bond proceeds. Because these fees have remained unchanged since 2007, the increases in fees are deemed justifiable.											
9	Invitation for Bid (IFB)	1411975246 (IFB) Brandy Branch Generating Station Turbine Parts Warehouse	Exixton	ACON Construction Co., Inc.	Capital	\$3,049,689.00	\$2,225,107.00	N/A	\$2,225,107.00	N/A	Project Completion Start Date: 07/21/2025 End Date: 02/28/2026	Y A Plus Construction, 26%, \$584,706
	Advised: 04/25/2025 Opened: 06/17/2025 Three (3) Bids Received Acon Construction Co Inc. - \$2,225,107.00 KBT Contracting Corporation - \$2,561,652.00 W G Yates & Sons Construction Co - \$3,210,583.00  For additional information contact: Jason Behr  The JEA Brandy Branch Generating Station, located in Baldwin, Florida, is planning the construction of a new Warehouse Building with an approximate footprint of 100 feet by 125 feet. Currently, capital spare parts for combustion turbines are stored at other JEA facilities vulnerable to flooding during storm events. To mitigate this risk, a dedicated warehouse is required to securely house over \$25 million worth of turbine parts in a safer, low-risk location. Additionally, this new facility will minimize the operational risks associated with transporting parts between multiple locations during outages.  This contract award involves procuring and erecting a pre-engineered metal building specifically designed for the storage of combustion turbine components. The scope of work includes modifying the access road, installing the foundation, implementing a fire suppression system, setting up electrical and lighting systems, and modifying the stormwater retention system.  The project was initially budgeted at \$3,049,689.00, with the awarded contract amounting to \$2,225,107.00, which is \$824,582.00 below budget and has been deemed reasonable.											

10	Invitation for Bid (IFB)	1411971847 (IFB) Miller/Caldwell Solar Interconnect Pre-Fab Control House	Erixton	KEMCO INDUSTRIES INC.	Capital	\$3,000,000.00	\$3,263,717.65	N/A	\$3,263,717.65	N/A	Project Completion Start Date: 07/21/2025 End Date: 07/31/2026	N		
	Advertised: 04/15/2025 Opened: 05/20/2025 Two (2) Bids Received Kemco Industries Inc. - \$3,263,717.65 Electrical Power Products - \$3,438,638.00  For additional information contact: Jason Behr  JEA is currently working to connect two 74.9 MW solar sites to the 230 kV system through the Miller and Caldwell switchyards. Due to the fast-paced schedule of these projects, prefabricated control houses will be installed at each site to help accelerate construction as the site will not be available to JEA until January 2026.  The technical specifications outline the core requirements for these prefabricated control enclosures, which are designed to securely house control panels, remote monitoring equipment, power distribution systems, and batteries. The selected vendor will be responsible for the complete process, including design, fabrication, testing, delivery, installation, and final inspection, all in accordance with these specifications and applicable standards. The final design and dimensions of each enclosure will be determined by the vendor, based on project requirements and shipping considerations.  The limited competition is primarily due to most vendors being unable to meet the concrete specifications outlined in the technical requirements. The award amount is slightly higher than the original budget estimate. The initial estimate was based on similar prefabricated control houses designed by Burns & McDonnell for a different client several years ago. The cost difference is primarily due to the specific panels and equipment required for this project, as well as standard increases in material and labor costs over time. Considering these factors, the award amount is considered reasonable.													
11	Contract Increase/Renewal	099-19 Northside Generating Station Refractory Repair Services	Erixton	Pihrico Company, LLC	Capital, O&M	\$3,186,500.00	\$3,186,500.00	\$4,389,164.82	\$10,809,581.30	10/03/2023 - \$438,916.48  10/19/2023 - \$2,795,000.00	Five (5) Years w/Two (2) - 1 Yr. Renewals Start Date: 09/30/2019 End Date: 09/30/2026	N		
	Deferred													
Consent Agenda Action														
Committee Members in Attendance	Names	Ted Phillips, Ricky Erixton, Jordan Pope												
Motion by:	Jordan Pope													
Second By:	Ricky Erixton													
Committee Decision	Approved													
Regular Agenda														
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Business Unit Estimate	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (%; \$ - awarded)	Action		
1	Single Source	Hach Services and Commodities Contract	Zammataro	Hach Company	\$5,311,590.99	\$5,311,590.99	N/A	\$5,311,590.99	N/A	Three (3) Years w/Two (2) – 1 Yr. Renewals  Start Date: 09/25/2025 End Date: 09/23/2028	N	Motion by: Ricky Erixton  Second by: Jordan Pope  Committee Decision: Approved		
	For additional information contact: Darriel Brown  The scope of services under this contract includes instrumentation servicing, as well as the purchase of related equipment and supplies. Hach is a JEA-approved standard vendor for chemistry controllers, analyzers, instrumentation, and testing equipment used at Water and Wastewater Treatment Plants. For certain categories of equipment, Hach is the only JEA Standards approved supplier.  This new contract reflects a 3.2% price increase on equipment, supplies, and services compared to the current contract. This increase compares to CPI of 2.4% for May 2025. It also preserves previously negotiated discounts off Hach's list pricing, ranging from 4% to 12%, depending on the item category.													
	DISCUSSION/ACTION: Ted Phillips requested an overview as to why this item is a single source award. Kent Williamson explained that The Hawk instrumentation on the wastewater treatment plants and some water plants requires a controller that ties into JEA's SCADA system. The instrumentation is not interchangeable with other brands because of the associated controllers that are tied to the system. DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Kent Williamson													
2	Single Source	SL-RAT Acoustic Inspection Services	Zammataro	LR Infrastructure Evaluation, LLC	\$897,500.00	\$897,500.00	\$297,500.00	\$1,195,000.00	N/A	Three (3) Years w/Two (2) – 1 Yr. Renewals  Start Date: 01/24/2025 End Date: 01/23/2028	N	Motion by: Jordan Pope  Second by: Ricky Erixton  Committee Decision: Approved		
	For additional information contact: Darriel Brown  The scope of services under this contract includes acoustic inspections of the sanitary gravity collection system using the Sewer Line Rapid Assessment Tool (SL-RAT®). This technology employs active acoustic transmission between a transmitter and receiver placed in adjacent manholes to assess aggregate pipe blockage conditions.  The SL-RAT® inspection equipment is protected under U.S. Patent #8220484 and additional pending patents. InfoSense is the sole manufacturer of this proprietary technology, and LR Infrastructure Evaluation, LLC is its authorized service provider for Duval County.  This service was previously procured informally on a purchase order basis at a fixed rate of \$0.35 per linear foot (LF), which remains unchanged under this contract increase. The contract now allows for annual CPI-based rate adjustments. While the original PO projected \$50,000 LF of service over three years, actual usage through FY25 has increased to approximately \$50,000 LF annually.													
	DISCUSSION/ACTION: Ted Phillips requested an overview as to why this item is a single source award. Justin Sencer explained that this is an acoustical inspection technology that uses sound waves to measure openings of the sewer system which aids in identifying blockages. This is a proprietary technology that is not offered by other suppliers. DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Justin Sencer													
3	Single Source	NGS Fuel Dock Fender Replacement	Erixton	Trelleborg	\$308,217.00	\$308,217.00	N/A	\$308,217.00	N/A	One-Time Purchase Start Date: 07/18/2025 End Date: 01/31/2026	N	Motion by: Ricky Erixton  Second by: Jordan Pope  Committee Decision: Approved		
	Single Source For additional information contact: Jason Behr  Following a dock fender failure at the Northside Generating Station, inspections conducted by Logan Diving in October 2023 and the original equipment manufacturer (OEM), Trelleborg, in May 2025 revealed significant degradation and wear on 17 dock fenders that had not yet failed. While the OEM determined that the two outermost fenders at each end of the dock are rarely used and do not require immediate replacement, the remaining 17 fenders must be replaced to maintain operational reliability.  Replacing the fenders is essential to reduce downtime associated with long-lead item failures, minimize the risk of ship damage during docking, and avoid costly demurrage charges, which can exceed \$35,000 per day if ships are unable to unload fuel or limestone.  Trelleborg, the OEM, is recommended as the sole-source provider for these replacement fenders due to their proprietary design knowledge, compatibility with existing mounting components, and access to the original engineering specifications. Procuring directly from Trelleborg ensures proper fit, form, and function while avoiding costly and time-consuming reverse engineering.													
	DISCUSSION/ACTION: Ted Phillips requested an overview as to why this item is a single source award. Tom Westbrook explained that from a monetary standpoint, the OEM supplier is preferred as they already have all the drawings and design details from the original fenders. The alternative would be to have a new supplier take all physical measurements and complete all calculations for load criteria to ensure protection to the pier and ships. DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Tom Westbrook													

4	Invitation to Negotiate (ITN)	1411967448 ITN-Design and Implementation of Electric and Water Demand Side Management (DSM) Programs	Hunt	Scope 1: Residential Electric and Water Demand Side Management (DSM) Program including a Neighborhood Energy Efficiency Program (NEE)- Franklin Energy Demand Response  Synergy Scope 2 & Scope 3: Commercial Electric and Water Demand Side Management (DSM) Program and Non-Road Electrification Program - ICF Resources, LLC	Scope 1: Residential Electric and Water Demand Side Management (DSM) Program including a Neighborhood Energy Efficiency Program (NEE)- \$13,174,167.81  Scope 2: Commercial Electric and Water Demand Side Management (DSM) Program - \$6,072,000.00  Scope 3: Non-Road Electrification Program-\$3,386,939.82 <b>\$3,289,164.90</b>	\$23,529,240.00	N/A	<b>\$22,633,107.63</b> <b>\$22,535,362.70</b>	N/A	Three (3) Years w/Two (2) - 1 Yr. Renewals  Begin:10/1/2025 End: 09/30/2028	Y Meskel & Associates Engineering - \$210,138.00 TRC Energy Engineering- \$28,152.95 ENG Engineering Inc. - \$30,000.00 Power Integration, LLC - \$30,000.00 We Make the Shirt-TBD (Dependent on JEA requirements)	Motion by: Jordan Pope  Second by: Ricky Erixton  Committee Decision: Approved
<p>Advised: 04/02/2025 Opened: 05/13/2025 Seven (7) Responses Received Public Evaluation Meeting-Shortlist: 06/12/2025 Public Evaluation Meeting-Final Ranking:07/02/2025 Bid submittal information is referenced in attached supporting documents</p> <p>For Additional Information Contact: Angel Love</p> <p>This request is for energy and water Demand Side Management (DSM) initiatives, which include: 1. Scope 1 – Residential Electric &amp; Water DSM with Neighborhood Energy Efficiency (NEE) 2. Scope 2 – Commercial Electric &amp; Water DSM 3. Scope 3 – Non-Road Electrification Program</p> <p>Respondents could bid on one or more scopes and multiple scope combinations, emphasizing design and implementation strategies that deliver early and measurable energy (MWh) and water (MGD) savings. Suppliers were asked to quote based on budgeted measure savings targets established by JEA's Business Units for each scope. Bidders were evaluated on design, implementation capability, and the ability to deliver early, high-impact energy (MWh) and water (MGD) savings. The JEA Business Unit recommends awarding: Scope 1 to Franklin Energy Demand Response and combined Scopes 2 &amp; 3 to ICF Resources LLC, who demonstrated synergies in program integration and are the highest evaluated respondents. A more detailed Executive Summary is attached as backup.</p> <p>Electric and Water DSM also provides the following useful benefits to JEA, such as: (1) reducing demand for electric, water from existing groundwater, and reclaimed water; (2) reducing current operating costs for electric grid needs and water and wastewater treatment; (3) reducing and/or deferring capital and operating costs for new electric and water supply projects; and (4) providing increased customer satisfaction by increasing electric and water use efficiency and reducing electric and water bills. These awards reflect JEA's commitment to strategic energy efficiency, customer value, and timely implementation across residential, commercial, and non-road electrification efforts. JEA's Electric DSM reduces peak demand and overall energy use, while Water DSM supports regulatory compliance with the Consumptive Use Permit from the SJRWMD. For Commercial and Industrial customers, both DSM and Non-Road Electrification programs offer customizable projects and rebates that promote efficiency, savings, and sustainable electric load growth. Also note the Florida Public Service Commission (PSC) sets JEA's regulatory goals which makes up 90% of this portfolio.</p> <p>The price contained in the responses Scopes 1 &amp; 2 are based on JEA's budget amounts and the cost evaluation focuses on the Respondent's ability to maximize energy (MWh) and water (MGD) savings and deliver timely implementation within JEA's budget. Scope 3 evaluations consider cost-effectiveness and load growth potential. Note some vendors did make a reduction below JEA's budget during the Best and Final Offer (BAFO) resulting in the award total being \$896,132.37 less than JEA's budget over 3 years for all three scopes.</p> <p><b>DISCUSSION/ACTION:</b> An error has been identified in the award amount for Scope 3. The amount should be \$3,289,164.90 which is \$97,774.93 less than originally listed, making the award amount \$22,535,362.70. Ted Phillips requested clarification on Scope 3 and what the term "Non-Road" means with regard to this award. Brian Pippin explained that on road is what you would expect for electric vehicles. Non-road is fuel switching incentives for commercial businesses to go from fossil fuels to using electric equipment. Ted also asked for clarification with regard to how the total award amount would be split between electric and water. Brian explained that it is roughly 56% electric and 44% water on an annual basis. Which is about \$13.5 million on the electric side and \$10 million on the water side. <b>DISCUSSION/ACTION PARTICIPANTS:</b> Ted Phillips, Angel Love, Brian Pippin</p>												
5	Change Order	St John's 4kV Switchgear	Erixton	POWELL ELECTRICAL SYSTEMS INC.	\$239,064.11	\$239,064.11	\$1,639,769.00	\$1,878,833.11	N/A	Project Completion Start Date: 02/29/2024 End Date: 11/30/2025	N	Motion by: Ricky Erixton  Second by: Jordan Pope  Committee Decision: Approved
<p>Originally Awarded: 02/08/2024 For additional information contact: Jason Behr</p> <p>This award was originally issued to support JEA's preventative maintenance efforts by replacing aging indoor metal-clad switchgear at the 26.4kV / 4.16kV St. Johns Substation in Jacksonville, Florida. The switchgear, which is custom-engineered for JEA, plays a critical role in routing power within the substation to maintain system reliability and ensure uninterrupted service to customers during planned outages or equipment failures.</p> <p>The scope of work includes the procurement and delivery of all necessary materials and services required for the replacement. This includes protective relaying, circuit breakers, and associated components as specified in the attached design documents and specifications.</p> <p>The purchase was made by piggybacking the City of Lake Worth agreement in the amount of \$1,639,796.00 to acquire 4kV Metal-Clad Switchgear equipped with Arc Terminating Technology. This St. Johns installation is the first of four planned substation upgrades, with future purchases to follow. Powell was selected as the standard manufacturer based on its proven track record of delivering reliable, fully integrated switchgear solutions with competitive lead times. The current lead time for delivery is approximately 80 weeks. Unlike other manufacturers, Powell produces its own circuit breakers, which has helped avoid past reliability issues. Powell equipment has been in service at multiple JEA substations for many years without issue.</p> <p>This change order addresses two key items required to maintain project alignment and schedule. First, it includes the installation of the switchgear building, which was originally intended to be part of the base scope but was inadvertently omitted from the final proposal. Second, it incorporates necessary updates to the relay protection and control systems based on a recent technical review to ensure compatibility with the overall system design. Additionally, the change order accounts for a revised delivery timeline, with site readiness now delayed to end of September or early October instead of August as originally intended.</p> <p><b>DISCUSSION/ACTION:</b> Ted Phillips requested clarification as to why the original award did not include the switch gear building and how JEA can avoid an oversight like this going forward. Sebastian Chmied explained that it was thought that the contractor would install the building. However, it was discovered that the best course of action would be to have the manufacturer install the building for warranty purposes. <b>DISCUSSION/ACTION PARTICIPANTS:</b> Ted Phillips, Sebastian Chmied</p>												
Informational Items												
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1	Informational Item	142-18 MSP & VMS for Contingent Workforce	Diane Moser	Workspend, Inc.	\$7,893,931.00	\$7,893,931.00	\$85,532,231.75	\$105,100,147.75	"1) 09/13/2019 General/Auto Liability Clause 2) 11/01/2019 Update Term 3) Not executed 4) 04/01/2019 Update Leave Policy 5) 09/01/2021 Update Insurance language (1) 6) 10/01/2021 Update Insurance language (2) 7) 01/31/2023 Mark-up % revision 8) 11/20/2022 Driving JEA Vehicles 9) 07/15/2024 Added Definitions 10) 08/27/2024 Renewal increase of \$11,673,985.00 for new NTE of \$97,206,216.75"	Five (5) Years w/One (1) - 1 Yr. Renewal Start: 10/01/2019	N	
	<p>"Originally Awarded: 12/20/2018 For additional information contact: Elaine Selders</p> <p>This award is an informational item for supplemental staffing services provided by Workspend. On 06/24/2025 the JEA Board of Directors approved a contract extension for one-year with a new term end date of 09/30/2026, and to add \$7,893,931.00 for a new not-to-exceed amount of \$105,100,147.75. The contract extension required Board Approval due to the amount of the award. The contract was originally approved by the Awards Committee on 12/20/2018 in the amount of \$85,532,231.75. A one-year renewal was approved by the JEA Board of Directors on 08/29/2024 with a term end date of 09/30/2025, and a contract increase in the amount of \$11,673,985.00 for a previous not-to-exceed amount of \$97,206,216.75.</p> <p>The award amount of \$7,893,931.00, corresponds to the FY26 budgeted amount for supplemental staffing at JEA. Human Resources is satisfied with the Managed Service Provider (MSP) and Vendor Management System (VMS) services, noting several improvements and effective performance throughout the contract term. JEA had planned to rebid the contract but due to an internal Audit that took approximately 5 months the decision was made to extend the contract. Over the past year, the utilization of supplemental staff has decreased at JEA. Currently JEA is evaluating the program usage and other options in the industry to determine if the MSP model is the best supplemental staff option for JEA. "</p>											

Consent and Regular Agenda Signatures

Budget	Name/Title	<u>Stephanie M. Dealy</u>
Awards Chairman	Name/Title	<u>Theodore B Phillips</u>
Procurement	Name/Title	<u>J. M. McMan</u>
Legal	Name/Title	<u>Rebecca Lavis</u>

JEA Awards Agenda June 26, 2025 225 North Pearl St., Jacksonville, FL 32202 - Hydrangea 1st Floor <a href="#">Teams Meeting Info</a>												
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The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for <b>Formal Purchases</b> as defined by <b>Section 3-101 of the JEA Procurement Code</b> . Please refer to JEA's Procurement Code, if you wish to protest any of these items.												
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Business Unit Estimate	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
1	Minutes	Minutes from 06/12/2025 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Invitation to Negotiate (ITN)	1411952446 Concrete Manholes for JEA Inventory FY25	Phillips	Lindsay Precast, Inc.	Inventory	\$5,324,223.01	\$6,146,999.00	\$6,146,999.00	\$6,146,999.00	N/A	Five Years w/ Two - (1) Year Renewals  Start Date: 07/12/2025 End Date: 07/11/2030	N
	Advertised: 03/06/2025 Opened: 04/15/2025 Three (3) Bids Received <input type="checkbox"/> Concast, Inc. Oldcastle Infrastructure, Inc. <input type="checkbox"/> Lindsay Precast, Inc. Public Evaluation Meeting: 04/30/2025 BAFO Public Meeting: 06/06/2025 For additional information contact: Lynn Rix  This contract secures the supply of concrete manholes delivered directly to job sites, providing JEA with the best overall value. Through the Invitation to Negotiate (ITN) process, we successfully established a stocking program that reduces lead times from 8–10 weeks to just 1 week, with no additional cost to JEA. Lindsay Precast also committed to utilizing iSupplier to proactively update delivery schedules and provide proof of delivery (POD) documentation in advance, improving job site logistics.  The ITN process allowed for direct engagement with three bidders and confirmed that Lindsay Precast offers the most competitive combination of pricing, lead time, transportation, product innovation, and quality assurance. While Lindsay Precast's pricing is 14% higher than the previous bid estimate, it remains significantly more cost-effective than the second-lowest bidder, Oldcastle, whose pricing was 47% higher.											
Consent Agenda Action												
Committee Members in Attendance	Names	<u>Ted Phillips , Jody Brooks , William Baker</u>										
Motion by:	Jody Brooks											
Second By:	William Baker											
Committee Decision	Approved											
Regular Agenda												
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Business Unit Estimate	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)	Action
1	Emergency	DES Hogan's Creek Chiller #3	Vu	Trane U.S. Inc.	\$592,068.00	\$592,068.00	N/A	\$592,068.00	N/A	Project Completion Start Date: 06/16/25 End Date: 08/04/25	N	Motion by: William Baker  Second by: Jody Brooks  Committee Decision: Approved
	For additional information contact: David King											
	The District Energy System (DES) Hogan's Creek facility supplies chilled water for air conditioning to several key City properties, including the VyStar Arena, Jacksonville Baseball Grounds (Jumbo Shrimp), the Jacksonville Jaguars' practice facility, and the Shipyards area, which encompasses the new Four Seasons Hotel and the Jaguars' administrative offices. Under the Trane R'Newal® Program, each DES chiller undergoes refurbishment every 10 years, with Chiller 3 originally scheduled for service in FY26. However, a weather-related grid event on May 10, 2025, caused internal damage to Chiller 3, necessitating a full teardown, inspection, and rebuild. As a result, the Hogan's Creek Plant has lost its N+1 redundancy, meaning any additional chiller failure during peak summer demand could result in an inability to meet customer load requirements.											
	To address this, the proposal includes a comprehensive Trane CenTraVac® R'Newal® service for the Chiller 3 at the Hogan's Creek Plant. The scope of work includes full disassembly, inspection, motor rewinding, component replacement, control system upgrades, refrigerant management, and reassembly with performance verification. These services aim to restore full functionality and extend the operational life of the chiller. The refurbishment also includes a 7-year factory warranty covering the compressor motor, bearings, and lubrication system; a 5-year warranty on the Purge System; and a 5-year warranty on the controls upgrade. Trane is the Original Equipment Manufacturer. For reference, the estimated cost of replacing the unit (including installation) is estimated to be \$2 - \$2.5 million.											
JEA staff reviewed Trane's pricing proposal and determined it to be reasonable and consistent with prior projects. The most recent comparable project involved refurbishing Chillers 4 and 5 at the Springfield DES plant for a combined cost of \$634,240. That project involved two simplex (single-compressor) chillers, whereas the current unit is a duplex (dual-compressor) model; essentially equivalent to two simplex units housed within a single chiller.												
DISCUSSION/ACTION: Further clarification of the Emergency was requested. On May 10th, a weather-related power event caused a voltage fluctuation that damaged a 3D motor on Chiller #3 at the Hogan Street plant during startup. To prevent duplicated work, a full refurbishment originally planned for next year has been moved up, requiring complete disassembly and motor repair to restore N+1 system reliability. Without this repair, a failure during peak summer demand could compromise cooling for key facilities, including the arena and Jaguars' infrastructure, making this a critical and time-sensitive project.												
DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Daniel Weaver												
Consent and Regular Agenda Signatures												
Budget	Name/Title											
Awards Chairman	Name/Title	 CFO										
Procurement	Name/Title	 on behalf of Jenny McCollum										
Legal	Name/Title	 - Assistant General Counsel										



## Formal Bid and Award System

Award #4    October 3, 2019

**Type of Award Request:** INVITATION TO NEGOTIATE (ITN)  
**Request #:** 6514  
**Requestor Name:** Gordon, Joshua E. - Mgr Energy Contract Management  
**Requestor Phone:** 904-665-5149  
**Project Title:** Overhead Transmission & Distribution and Underground Distribution Construction and Maintenance Services  
**Project Number:** 20422, 8005992  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$44,000,000.00

**Scope of Work:**

The purpose of this Invitation to Negotiate (the "ITN") is to solicit pricing and select up to two (2) companies that can provide overhead and underground distribution and transmission maintenance, construction and repair services at the best value and lowest cost to JEA.

Companies may bid on overhead services or underground services or both. The award will be made on a lowest price for each scope of services. Each scope of work is briefly defined below as:

**Overhead distribution and maintenance:** The scope of work includes pole removal, pole delivery, neighborhood overhead to underground conversion projects, pole maintenance, pole replacement, voltage conversion, and new line construction. Work includes projects that will restore electricity and increase reliability. Immediate response in emergencies and hurricanes is required. JEA will provide all standard materials. Contractor may provide miscellaneous materials. Contractor may be required to work alongside JEA's own work forces or other contractor's work forces.

**Underground distribution and maintenance:** The scope of work includes construction and maintenance of distribution facilities of pre-cast and cast-in-place reinforced manholes, reinforced concrete duct banks and open trenching or directional drilled conduit. The work also includes the installation and removal of primary and secondary cables, street lights, and street light cables associated with an underground electrical distribution system. Work will also include projects that will restore electricity and increase system reliability. An immediate response in emergencies and hurricanes is required.

Work may be assigned by the following methods:

- Lump Sum Bidding by the contract holders
- Time and Materials or Unit Work on a Task Authorization method.

Individual Task Authorizations associated with this Contract will be limited to a maximum value of \$750,000.00 for all **maintenance & repair** projects for any business unit.

Individual Task Authorizations for **new construction or improvement projects** will be limited to a maximum value of \$75,000.00, pursuant to Florida Statutes.

This Service Contract will positively affect JEA Measures of Value:

- Customer Value: Maintenance programs increase operational reliability and stability
- Community Impact Value: Improved operational reliability of the plant
- Environmental Value: Improved operating equipment efficiency decreases overall impact on the



**Award #2 Supporting Documents 07/10/2025****JEA IFB/RFP/State/City/GSA#:**

069-19

**Purchasing Agent:**

Lovgren, Rodney D.

**Is this a Ratification?:**

NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
SPE UTILITY CONTRACTORS FD, LLC	Sven Steuber	steuber@spepowerfd.com	8494 South County Road 39, Plant City, FL 33567	(813) 326-1099	\$20,089,154.47 (Overhead)
HEART UTILITIES OF JACKSONVILLE INC	Scott Barry	scottbarry@heartutilities.com	1180 Lane Avenue S. Jacksonville, FL 32205	(904) 695-3385	\$20,974,734.30 (Underground)

**Amount for entire term of Contract/PO:**

\$41,063,888.77

**Award Amount for remainder of this FY:**

\$6,159,583.26

**Length of Contract/PO Term:**

Five (5) Years, Two (2) – 1 Yr. Renewals

**Begin Date (mm/dd/yyyy):**

01/01/2020 (SPE); 10/30/2019 (Heart)

**End Date (mm/dd/yyyy):**

12/31/2024 (SPE); 10/29/2024 (Heart)

**Renewal Options:**

Two (2), 1 Yr. Renewals

**JSEB Requirement:**

N/A - Optional

**BIDDERS:****OVERHEAD**

Name	First Round	RAFO	Rank
SPE UTILITY CONTRACTORS	\$20,089,491.01	\$20,089,154.47	1
PIKE ELECTRIC	\$21,455,705.98	\$21,455,705.98	2
SUMTER UTILITIES	\$23,393,283.20	\$23,393,240.60	3
C AND C POWERLINE	\$25,960,826.60	\$25,854,477.48	4
PRIMORIS T&D	\$26,229,962.55	N/A	5
WHITE ELECTRICAL	\$26,671,310.25	N/A	6
HOOVER CORPORATION	\$27,794,042.56	N/A	7
HENKELS & MCCOY	\$28,765,488.00	N/A	8
THE L.E. MEYERS CO.	\$29,593,024.24	N/A	9
EXTREME POWERLINE	\$25,000,000.00	DQ – MIN QUALS	DQ

**UNDERGROUND**

**UNDERGROUND**

Name	First Round	BAFO	Rank
HEART UTILITIES OF JACKSONVILLE	\$20,747,993.25	\$20,974,734.30*	1
INFRATECH CORPORATION	\$25,551,750.74	\$24,297,911.34	2
C AND C POWERLINE	\$26,902,188.36	\$24,701,472.51	3
HENKELS & MCCOY	\$27,686,388.00	N/A	4
PRIMORIS T&D	\$32,215,718.64	N/A	5

\*Heart Utilities Final Revised BAFO increased due to a JEA Forecast correction. Their initial submitted BAFO was less than their first round bid price.

**Background/Recommendations:**

Advertised on 04/09/2019. Twenty-three (23) companies attended the mandatory pre-response meeting held on 04/25/2019. At response opening on 05/14/2019, JEA received ten (10) Responses for overhead services and five (5) Responses for underground services. Four (4) overhead Respondents and three (3) underground Respondents were shortlisted. The shortlisted Respondents were invited to submit Best and Final Offers (BAFOs). JEA evaluated the companies on price and SPE Utilities (overhead) and Heart Utilities (underground) are deemed the lowest responsive and responsible Respondents. A copy of the Response Forms and Workbooks are attached as backup.

This award is the result of a Cascade Savings Initiative Project aimed at looking at specific areas with significant spend and potential for savings. Procurement worked the Electric System Construction & Maintenance group and identified the unit price contracts for Overhead and Underground Transmission and Distribution as an area of opportunity. It was noted that the last time these services were bid out, it had relatively low participation (four bidders for overhead, three bidders for underground), and had used a hard bid format with construction cost factors, in which JEA provided unit cost and vendors bid a cost multiplier. This time, JEA decided to use a workbook format with estimated quantities based on historical usage. JEA also used an ITN format to allow for clarifications and negotiations with short-listed Respondents. Procurement benchmarked the industry and developed a solicitation approach in line with current markets. The result is a significant savings, in a labor market that has been increasing over past three years.

Rather than cut FY20 Capital budgets, the business unit will perform capital budget reviews periodically and make adjustment as business needs change through the performance of the contract.

Contract prices will remain firm through the first year of the Contract. The Contractor must request a Consumer Price Increase (CPI) annually. Unless the Contractor and JEA make other agreements, the annual price adjustment for the Contract shall be in accordance with the Consumer Price Index for all urban consumers published monthly by the U.S. Department of Labor, Bureau of Labor Statistics.

The total cost difference is comparing the current pricing with the proposed pricing (+/-). The total sourcing savings is determined by negotiations, BAFO savings and result for this award:

- Overhead forecast savings: \$1,057,166.03 (Average 5% reduction compared to current pricing)
- Underground forecast savings: \$2,054,012.40 (Average 8.9% reduction compared to current pricing)
- Total Cost Difference Savings: \$3,111,178.43



## Award #2 Supporting Documents 07/10/2025

069-19 – Request approval to award a five year contract to SPE Utility in the amount of \$20,089,154.47 for Overhead Transmission & Distribution construction and repair services, and a five year contract Heart Utilities in the amount of \$20,974,734.30 Transmission and Distribution construction and repair services, for a total award amount of a not to exceed amount of \$41,063,888.77 subject to the availability of lawfully appropriated funds.

**Manager:** Gordon, Joshua E. - Mgr Energy Contract Management  
**Director:** Mathews, Jeremy K. - Dir Energy Distribution  
**Sr. Director:** Erixton, Ricky D. - Sr. Dir Transmission & Distribution  
**VP:** Anders, Caren B. - VP/GM Energy

### APPROVALS:

 10/3/19  
**Chairman, Awards Committee** **Date**

 10/3/19  
**Manager, Operating Budgets** **Date**

<b>Addendum 1 - 1411977446 RFP JEA Fleet Services Off-Road Vehicle &amp; Equipment Maintenance &amp; Repair</b>			
<b>COMPANY NAME:</b>		<b>Beard Equipment Company</b>	
<b>Bid Group</b>	<b>Subcontracting %</b>	<b>Bid Summary</b>	
John Deere	0.0%	\$	386,903.41
Kubota	0.0%	\$	-
JCB	0.0%	\$	-
Miscellaneous	0.0%	\$	33,972.08
Ad Hoc Services	N/A	\$	93,376.09
<b>3 Year Total</b>		<b>\$</b>	<b>514,251.58</b>

## Award #3 Supporting Documents 07/10/2025

Addendum 1 - Appendix B - Bid Response Workbook				
1411977446 RFP JEA Fleet Services Off-Road Vehicle & Equipment Maintenance & Repair				
Name of Respondent:		Beard Equipment Company		
On Appendix B - Response Workbook, provide the service rate specified for each category. All quantities shown on Appendix B - Response Workbook are given for comparison purposes only and are not contract guarantees.				
1. Corrective Maintenance (CM) Annual Breakout				
Company shall submit pricing in Column C Yellow highlighted cell for perform corrective maintenance as described in Section 3.3 of Appendix A - Technical Specifications.				
	Rate	Estimated Annual Volume	Price	
Labor, Benefits, Overhead, Indirect Shop Supplies Corrective Maintenance Labor Rate per Hour	\$ 190.00	130	\$	24,700.00
Corrective Maintenance Labor Rate per Hour After-Hours (5pm - 6am M-F, S & S, Holidays)	\$ 285.00	20	\$	5,700.00
Cost Plus % Pricing Markup for Parts (Not to exceed 20%)	20%	\$16,500	\$	19,800.00
Scheduled Field Service Trip Fee - During Business Hours (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs)	\$ 450.00	20	\$	9,000.00
Unscheduled Field Service Trip Fee - After Business Hours (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs)	\$ 675.00	10	\$	6,750.00
Emergency Field Service Trip Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) (5pm - 6am M-F, S & S, Holidays)	\$ 675.00	1	\$	675.00
Parts Retrieval Mileage Rate (Enter Cost per Mile)	\$ 8.72	250	\$	2,180.00
Year One Corrective Maintenance Estimated Cost			\$	68,805.00
Year Two Corrective Maintenance Estimated Cost			\$	70,869.15
Year Three Corrective Maintenance Estimated Cost			\$	72,995.22
Estimated Total Three (3) Year Corrective Maintenance Cost			\$	212,669.37
2. Preventative Maintenance (PM) Annual Breakout (Enter Rates Below)				
Year One Preventative Maintenance Estimated Cost			\$	56,370.00
Year Two Preventative Maintenance Estimated Cost			\$	58,061.10
Year Three Preventative Maintenance Estimated Cost			\$	59,802.93
Estimated Total Three (3) Year Preventative Maintenance Cost			\$	174,234.03
Total Costs				
Total Year One Estimated Cost			\$	125,175.00
Total Year Two Estimated Cost			\$	128,930.25
Total Year Three Estimated Cost			\$	132,798.16
Total Three Year Cost (Transfer this Amount to Response Form)			\$	386,903.41
Subcontracting %				

2. Preventative Maintenance (PM) Annual Breakout (Rolled into totals above)					
Company shall submit pricing in Yellow highlighted cells below to perform preventative maintenance as described in Section 3.2 of Appendix A - Technical Specifications. All bid prices must include all labor, parts, materials, fluids, and consumables associated with each service.					
Item #	Description	Rate to Include Parts & Labor 500 Hour (Est. Annual Vol.)			Category Annual Extended Total
		Asset Count	Estimated Number of Services	Rate	Annual Total
2.1	Excavator 47,500 LBS Model 210G	2	1	\$ -	\$ -
2.2	Excavator 47,500 LBS Model 210P	1	1	\$ -	\$ -
2.3	Excavator 57,000 LBS Model 245G	1	1	\$ -	\$ -
2.4	Excavator 69,500 LBS Model 300G	1	1	\$ -	\$ -
2.5	Excavator 69,500 LBS Model 300P	1	1	\$ -	\$ -
2.6	Skid Steer Loader (Remote Controlled) Model 325G	1	1	\$ -	\$ -
2.7	Tractor Farm 50 HP Model 4052M/D170	1	1	\$ -	\$ -
2.8	Loader Backhoe Model 410L	3	1	\$ -	\$ -
2.9	Wheel Loader 3 1/2 CYD Model 544K	2	1	\$ -	\$ -
2.10	Wheel Loader 3 1/2 CYD Model 544L	1	1	\$ -	\$ -
2.11	Wheel Loader 3 1/2 CYD Model 544P	1	1	\$ -	\$ -
2.12	Crawler Dozer 22,000 LBS	2	1	\$ -	\$ -
Item #	Description	Rate to Include Parts & Labor 500 Hour OR 360 days, whichever comes first (Est. Annual Vol.)			Category Annual Extended Total
		Asset Count	Estimated Number of Services	Rate	Annual Total
2.1	Excavator 47,500 LBS Model 210G	2	1	\$ 1,500.00	\$ 3,000.00
2.2	Excavator 47,500 LBS Model 210P	1	1	\$ 1,500.00	\$ 1,500.00
2.3	Excavator 57,000 LBS Model 245G	1	1	\$ 1,500.00	\$ 1,500.00
2.4	Excavator 69,500 LBS Model 300G	1	1	\$ 1,520.00	\$ 1,520.00
2.5	Excavator 69,500 LBS Model 300P	1	1	\$ 1,500.00	\$ 1,500.00
2.6	Skid Steer Loader (Remote Controlled) Model 325G	1	1	\$ 1,200.00	\$ 1,200.00
2.7	Tractor Farm 50 HP Model 4052M/D170	1	1	\$ 1,200.00	\$ 1,200.00
2.8	Loader Backhoe Model 410L	3	1	\$ 1,200.00	\$ 3,600.00
2.9	Wheel Loader 3 1/2 CYD Model 544K	2	1	\$ 1,400.00	\$ 2,800.00
2.10	Wheel Loader 3 1/2 CYD Model 544L	1	1	\$ 1,400.00	\$ 1,400.00
2.11	Wheel Loader 3 1/2 CYD Model 544P	1	1	\$ 1,400.00	\$ 1,400.00
2.12	Crawler Dozer 22,000 LBS	2	1	\$ 1,600.00	\$ 3,200.00
Item #	Description	Rate to Include Parts & Labor Level Three PMI 1,000 Hour (Est. Annual Vol.)			Category Annual Extended Total
		Asset Count	Estimated Number of Services	Rate	Annual Total
2.1	Excavator 47,500 LBS Model 210G	2	1	\$ 2,100.00	\$ 4,200.00
2.2	Excavator 47,500 LBS Model 210P	1	1	\$ 2,100.00	\$ 2,100.00
2.3	Excavator 57,000 LBS Model 245G	1	1	\$ 2,400.00	\$ 2,400.00
2.4	Excavator 69,500 LBS Model 300G	1	1	\$ 2,200.00	\$ 2,200.00
2.5	Excavator 69,500 LBS Model 300P	1	1	\$ 2,100.00	\$ 2,100.00
2.6	Skid Steer Loader (Remote Controlled) Model 325G	1	1	\$ 1,850.00	\$ 1,850.00
2.7	Tractor Farm 50 HP Model 4052M/D170	1	1	\$ 1,200.00	\$ 1,200.00
2.8	Loader Backhoe Model 410L	3	1	\$ 1,700.00	\$ 5,100.00
2.9	Wheel Loader 3 1/2 CYD Model 544K	2	1	\$ 1,900.00	\$ 3,800.00
2.10	Wheel Loader 3 1/2 CYD Model 544L	1	1	\$ 1,900.00	\$ 1,900.00
2.11	Wheel Loader 3 1/2 CYD Model 544P	1	1	\$ 1,900.00	\$ 1,900.00
2.12	Crawler Dozer 22,000 LBS	2	1	\$ 1,900.00	\$ 3,800.00
Year 1 Total					\$ 56,370.00
Total Asset Count					17

Informational Rates for Reference, not utilized for Award purposes:

## 2000 Hour PM

	Asset Count	Estimated Number of Services	Rate	Extended Cost	Annual Total
Excavator 47,500 LBS Model 210G	2	1	\$ 2,400.00	\$ 4,800.00	\$ 4,800.00
Excavator 47,500 LBS Model 210P	1	1	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00
Excavator 57,000 LBS Model 245G	1	1	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00
Excavator 69,500 LBS Model 300G	1	1	\$ 2,900.00	\$ 2,900.00	\$ 2,900.00
Excavator 69,500 LBS Model 300P	1	1	\$ 2,900.00	\$ 2,900.00	\$ 2,900.00
Skid Steer Loader (Remote Controlled) Model 325G	1	1	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00
Tractor Farm 50 HP Model 4052M/D170	1	1	\$ -	\$ -	\$ -
Loader Backhoe Model 410L	3	1	\$ 3,500.00	\$ 10,500.00	\$ 10,500.00
Wheel Loader 3 1/2 CYD Model 544K	2	1	\$ 3,100.00	\$ 6,200.00	\$ 6,200.00
Wheel Loader 3 1/2 CYD Model 544L	1	1	\$ 3,100.00	\$ 3,100.00	\$ 3,100.00
Wheel Loader 3 1/2 CYD Model 544P	1	1	\$ 3,100.00	\$ 3,100.00	\$ 3,100.00
Crawler Dozer 22,000 LBS	2	1	\$ 3,300.00	\$ 6,600.00	\$ 6,600.00

## 4000 Hour PM

	Asset Count	Estimated Number of Services	Rate	Extended Cost	Annual Total
Excavator 47,500 LBS Model 210G	2	1	\$ 2,400.00	\$ 4,800.00	\$ 4,800.00
Excavator 47,500 LBS Model 210P	1	1	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00
Excavator 57,000 LBS Model 245G	1	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Excavator 69,500 LBS Model 300G	1	1	\$ 3,100.00	\$ 3,100.00	\$ 3,100.00
Excavator 69,500 LBS Model 300P	1	1	\$ 3,100.00	\$ 3,100.00	\$ 3,100.00
Skid Steer Loader (Remote Controlled) Model 325G	1	1	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00
Tractor Farm 50 HP Model 4052M/D170	1	1	\$ -	\$ -	\$ -
Loader Backhoe Model 410L	3	1	\$ 3,800.00	\$ 11,400.00	\$ 11,400.00
Wheel Loader 3 1/2 CYD Model 544K	2	1	\$ 4,300.00	\$ 8,600.00	\$ 8,600.00
Wheel Loader 3 1/2 CYD Model 544L	1	1	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00
Wheel Loader 3 1/2 CYD Model 544P	1	1	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00
Crawler Dozer 22,000 LBS	2	1	\$ 3,500.00	\$ 7,000.00	\$ 7,000.00

# Award #3 Supporting Documents 07/10/2025

Appendix B - Bid Response Workbook			
Addendum 1 - 1411977446 RFP JEA Fleet Services Off-Road Vehicle & Equipment Maintenance & Repair			
Name of Respondent:		Beard Equipment Company	
On Appendix B - Response Workbook, provide the service rate specified for each category. All quantities shown on Appendix B - Response Workbook are given for comparison purposes only and are not contract guarantees.			
J. Corrective Maintenance (CM) Annual Breakout			
Company shall submit pricing in Column C Yellow highlighted cell for perform corrective maintenance as described in Section 3.3 of Appendix A - Technical Specifications.			
Item #	Description	Rate	Estimated Annual Volume
1.01	Labor, Benefits, Overhead, Indirect Shop Supplies Corrective Maintenance Labor Rate per Hour	\$ -	500
1.02	Corrective Maintenance Labor Rate per Hour After-Hours (5pm - 6am M-F, S & S, Holidays)	\$ -	75
1.03	Cost Plus % Pricing Markup for Parts (Not to exceed 20%)	0%	\$123,650
1.04	Scheduled Field Service Trip Fee - During Business Hours (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs)	\$ -	50
1.05	Unscheduled Field Service Trip Fee - After Business Hours (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs)	\$ -	20
1.06	Emergency Field Service Trip Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) (5pm - 6am M-F, S & S, Holidays)	\$ -	5
1.07	Parts Retrieval Mileage Rate (Enter Cost per Mile)	\$ -	500
Year One Corrective Maintenance Estimated Cost		\$ -	-
Year Two Corrective Maintenance Estimated Cost		\$ -	-
Year Three Corrective Maintenance Estimated Cost		\$ -	-
Estimated Total Three (3) Year Corrective Maintenance Cost		\$ -	-
K. Preventative Maintenance (PM) Annual Breakout (Enter Rates Below)			
Year One Preventative Maintenance Estimated Cost		\$ -	-
Year Two Preventative Maintenance Estimated Cost		\$ -	-
Year Three Preventative Maintenance Estimated Cost		\$ -	-
Estimated Total Three (3) Year Preventative Maintenance Cost		\$ -	-
Total Costs			
Total Year One Estimated Cost		\$ -	-
Total Year Two Estimated Cost		\$ -	-
Total Year Three Estimated Cost		\$ -	-
Total Three Year Cost (Transfer this Amount to Response Form)		\$ -	-
Subcontracting %			

2. Preventative Maintenance (PM) Annual Breakout (Rolled into totals above)					
Company shall submit pricing in Yellow highlighted cells below to perform preventative maintenance as described in Section 3.2 of Appendix A - Technical Specifications. All bid prices must include all labor, parts, materials, fluids, and consumables associated with each service.					
Description	Rate to Include Parts & Labor 250 Hour - Break in service as needed for new equipment (Est. Annual Val.)				Category Annual Extended Total
	Asset Count	Estimated Number of Services	Rate	Extended Cost	
Item #					
2.1	Excavator 6,000 LBS Model U35-4R1A	2	1	\$ -	\$ -
2.2	Excavator 6,000 LBS Model U35-4R3A	3	1	\$ -	\$ -
2.3	Excavator 10,000 LBS Model K2040	6	1	\$ -	\$ -
2.4	Excavator 10,000 LBS Model K2040-4R3TP	1	1	\$ -	\$ -
2.5	Excavator 12,800 LBS Model K2057	3	1	\$ -	\$ -
2.6	Excavator 12,800 LBS Model U55-5	1	1	\$ -	\$ -
2.7	Excavator 19,000 LBS Model K2080	13	1	\$ -	\$ -
2.8	Excavator 19,000 LBS Model K2080-4S2	8	1	\$ -	\$ -
2.9	Excavator 19,000 LBS Model K2080-4S2R3A	2	1	\$ -	\$ -
2.10	Tractor Farm 33 HP 3,700 LBS Model L3301	1	1	\$ -	\$ -
2.11	Tractor Farm 60 HP Model LA1154M7060HD	2	1	\$ -	\$ -
2.12	Wheel Loader 1 1/2 CYD Model R630-R41	1	1	\$ -	\$ -
2.13	UTV 4X4 Off Road Vehicle Model RTV-X1120	6	1	\$ -	\$ -
2.14	UTV 4X4 Off Road Vehicle Model RTV-X1120D	2	1	\$ -	\$ -
2.15	UTV 4X4 Off Road Vehicle Model RTV-X1140	18	1	\$ -	\$ -
2.16	UTV 4X4 Off Road Vehicle Model RTV-X900	2	1	\$ -	\$ -
2.17	UTV 4X4 Off Road Vehicle Model RTV-X900-A	1	1	\$ -	\$ -
2.18	UTV 4X4 Off Road Vehicle Model RTV-X900GA	1	1	\$ -	\$ -
2.18	UTV 4X4 Off Road Vehicle Model RTV-X900-H	1	1	\$ -	\$ -
Description	Rate to Include Parts & Labor 500 Hour OR 360 days, whichever comes first (Est. Annual Val.)				Category Annual Extended Total
	Asset Count	Estimated Number of Services	Rate	Extended Cost	
Item #					
2.1	Excavator 6,000 LBS Model U35-4R1A	2	1	\$ -	\$ -
2.2	Excavator 6,000 LBS Model U35-4R3A	3	1	\$ -	\$ -
2.3	Excavator 10,000 LBS Model K2040	6	1	\$ -	\$ -
2.4	Excavator 10,000 LBS Model K2040-4R3TP	1	1	\$ -	\$ -
2.5	Excavator 12,800 LBS Model K2057	3	1	\$ -	\$ -
2.6	Excavator 12,800 LBS Model U55-5	1	1	\$ -	\$ -
2.7	Excavator 19,000 LBS Model K2080	13	1	\$ -	\$ -
2.8	Excavator 19,000 LBS Model K2080-4S2	8	1	\$ -	\$ -
2.9	Excavator 19,000 LBS Model K2080-4S2R3A	2	1	\$ -	\$ -
2.10	Tractor Farm 33 HP 3,700 LBS Model L3301	1	1	\$ -	\$ -
2.11	Tractor Farm 60 HP Model LA1154M7060HD	2	1	\$ -	\$ -
2.12	Wheel Loader 1 1/2 CYD Model R630-R41	1	1	\$ -	\$ -
2.13	UTV 4X4 Off Road Vehicle Model RTV-X1120	6	1	\$ -	\$ -
2.14	UTV 4X4 Off Road Vehicle Model RTV-X1120D	2	1	\$ -	\$ -
2.15	UTV 4X4 Off Road Vehicle Model RTV-X1140	18	1	\$ -	\$ -
2.16	UTV 4X4 Off Road Vehicle Model RTV-X900	2	1	\$ -	\$ -
2.17	UTV 4X4 Off Road Vehicle Model RTV-X900-A	1	1	\$ -	\$ -
2.18	UTV 4X4 Off Road Vehicle Model RTV-X900GA	1	1	\$ -	\$ -
2.18	UTV 4X4 Off Road Vehicle Model RTV-X900-H	1	1	\$ -	\$ -
Description	Level Three PMI Rate to Include Parts & Labor (600 Hour (Est. Annual Val.)				Category Annual Extended Total
	Asset Count	Estimated Number of Services	Rate	Extended Cost	
Item #					
2.1	Excavator 6,000 LBS Model U35-4R1A	2	1	\$ -	\$ -
2.2	Excavator 6,000 LBS Model U35-4R3A	3	1	\$ -	\$ -
2.3	Excavator 10,000 LBS Model K2040	6	1	\$ -	\$ -
2.4	Excavator 10,000 LBS Model K2040-4R3TP	1	1	\$ -	\$ -
2.5	Excavator 12,800 LBS Model K2057	3	1	\$ -	\$ -
2.6	Excavator 12,800 LBS Model U55-5	1	1	\$ -	\$ -
2.7	Excavator 19,000 LBS Model K2080	13	1	\$ -	\$ -
2.8	Excavator 19,000 LBS Model K2080-4S2	8	1	\$ -	\$ -
2.9	Excavator 19,000 LBS Model K2080-4S2R3A	2	1	\$ -	\$ -
2.10	Tractor Farm 33 HP 3,700 LBS Model L3301	1	1	\$ -	\$ -
2.11	Tractor Farm 60 HP Model LA1154M7060HD	1	1	\$ -	\$ -
2.12	Wheel Loader 1 1/2 CYD Model R630-R41	1	1	\$ -	\$ -
2.13	UTV 4X4 Off Road Vehicle Model RTV-X1120	6	1	\$ -	\$ -
2.14	UTV 4X4 Off Road Vehicle Model RTV-X1120D	2	1	\$ -	\$ -
2.15	UTV 4X4 Off Road Vehicle Model RTV-X1140	18	1	\$ -	\$ -
2.16	UTV 4X4 Off Road Vehicle Model RTV-X900	2	1	\$ -	\$ -
2.17	UTV 4X4 Off Road Vehicle Model RTV-X900-A	1	1	\$ -	\$ -
2.18	UTV 4X4 Off Road Vehicle Model RTV-X900GA	1	1	\$ -	\$ -
2.18	UTV 4X4 Off Road Vehicle Model RTV-X900-H	1	1	\$ -	\$ -
Year 1 Total				\$ -	
Total Asset Count					74

<b>Addendum 1 - Appendix B - Bid Response Workbook</b>	
<b>1411977446 RFP JEA Fleet Services Off-Road Vehicle &amp; Equipment Maintenance &amp; Repair</b>	
<b>Name of Respondent:</b>	<b>Beard Equipment Company</b>
<i>On Appendix B - Response Workbook, provide the service rate specified for each category. All quantities shown on Appendix B - Response Workbook are given for comparison purposes only and are not contract guarantees.</i>	

<b>1. Corrective Maintenance (CM) Annual Breakout</b>				
Company shall submit pricing in Column C Yellow highlighted cell for perform corrective maintenance as described in Section 3.3 of Appendix A - Technical Specifications.				
Item #		Rate	Estimated Annual Volume	Price
1.01	Labor, Benefits, Overhead, Indirect Shop Supplies Corrective Maintenance Labor Rate per Hour	\$ -	20	\$ -
1.02	Corrective Maintenance Labor Rate per Hour After-Hours (5pm - 6am M-F, S & S, Holidays)	\$ -	5	\$ -
1.03	Cost Plus % Pricing Markup for Parts (Not to exceed 20%)	0%	\$10,400	\$ -
1.04	Scheduled Field Service Trip Fee - During Business Hours (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs)	\$ -	1	\$ -
1.05	Unscheduled Field Service Trip Fee - After Business Hours (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs)	\$ -	1	\$ -
1.06	Emergency Field Service Trip Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) (5pm - 6am M-F, S & S, Holidays)	\$ -	1	\$ -
1.07	Parts Retrieval Mileage Rate (Enter Cost per Mile)	\$ -	100	\$ -

Year One Corrective Maintenance Estimated Cost	\$ -
Year Two Corrective Maintenance Estimated Cost	\$ -
Year Three Corrective Maintenance Estimated Cost	\$ -
<b>Estimated Total Three (3) Year Corrective Maintenance Cost</b>	<b>\$ -</b>
<b>2. Preventative Maintenance (PM) Annual Breakout (Enter Rates Below)</b>	
Year One Preventative Maintenance Estimated Cost	\$ -
Year Two Preventative Maintenance Estimated Cost	\$ -
Year Three Preventative Maintenance Estimated Cost	\$ -
<b>Estimated Total Three (3) Year Preventative Maintenance Cost</b>	<b>\$ -</b>
<b>Total Costs</b>	
Total Year One Estimated Cost	\$ -
Total Year Two Estimated Cost	\$ -
Total Year Three Estimated Cost	\$ -
<b>Total Three Year Cost (Transfer this Amount to Response Form)</b>	<b>\$ -</b>
Subcontracting %	

<b>2. Preventative Maintenance (PM) Annual Breakout (Rolled into totals above)</b>					
Company shall submit pricing in Yellow highlighted cells below to perform preventative maintenance as described in Section 3.2 of Appendix A - Technical Specifications. All bid prices must include all labor, parts, materials, fluids, and consumables associated with each service.					
Item #	Description	Level Three PMI (Includes Level Two) Rate to Include Parts & Labor 1000 Hour/ 360 Day Inspection (Est. Annual Vol.)			Category Annual Extended Total
		Asset Count	Estimated Number of Services	Rate	Extended Cost
2.1	Excavator 4,200 LBS Model 19C-1	1	1		\$ -
2.2	Teleskid Steer Loader Model 2TS-7T	1	1		\$ -
2.3	Teleskid Steer Loader Model 3TS-8T	4	1		\$ -
2.4	Wheel Loader Model 427ZX	1	1		\$ -
2.5	Forklift Telehandler 5,500 LBS Model 505-20TC	2	1		\$ -
2.6	Forklift Telehandler 5,500 LBS Model 550-20TC	1	1		\$ -
2.7	Forklift Telehandler 7,000 LBS Model 507-42	1	1		\$ -
2.8	Forklift Telehandler 14,000 LBS Model 514-56F	1	1		\$ -
<b>Year 1 Total</b>					<b>\$ -</b>
<b>Total Asset Count</b>					<b>12</b>

**Addendum 1 - Appendix B - Bid Response Workbook**  
**1411977446 RFP JEA Fleet Services Off-Road Vehicle & Equipment**  
**Maintenance & Repair**

**Name of Respondent:** **Beard Equipment Company**

*On Appendix B - Response Workbook, provide the service rate specified for each category. All quantities shown on Appendix B - Response Workbook are given for comparison purposes only and are not contract guarantees.*

Item #	<b>1. Corrective Maintenance (CM) Annual Breakout</b>			
	<i>Company shall submit pricing in Column C Yellow highlighted cell for perform corrective maintenance as described in Section 3.3 of Appendix A - Technical Specifications.</i>			
		<u>Rate</u>	<u>Estimated Annual Volume</u>	<u>Price</u>
1.01	Labor, Benefits, Overhead, Indirect Shop Supplies Corrective Maintenance Labor Rate per Hour	\$ 190.00	10	\$ 1,900.00
1.02	Corrective Maintenance Labor Rate per Hour After-Hours (5pm - 6am M-F, S & S, Holidays)	\$ 285.00	3	\$ 855.00
1.03	Cost Plus % Pricing Markup for Parts ( <i>Not to exceed 20%</i> )	20%	\$5,000	\$ 6,000.00
1.04	Scheduled Field Service Trip Fee - During Business Hours ( <i>*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs</i> )	\$ 450.00	1	\$ 450.00
1.05	Unscheduled Field Service Trip Fee - After Business Hours ( <i>*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs</i> )	\$ 675.00	1	\$ 675.00
1.06	Emergency Field Service Trip Fee ( <i>*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs</i> ) (5pm - 6am M-F, S & S, Holidays)	\$ 675.00	1	\$ 675.00
1.07	Parts Retrieval Mileage Rate ( <i>Enter Cost per Mile</i> )	\$ 8.72	50	\$ 436.00

Year One Corrective Maintenance Estimated Cost	\$ 10,991.00
Year Two Corrective Maintenance Estimated Cost	\$ 11,320.73
Year Three Corrective Maintenance Estimated Cost	\$ 11,660.35
<b>Estimated Total Three (3) Year Corrective Maintenance Cost</b>	<b>\$ 33,972.08</b>
<b>2. Preventative Maintenance (PM) Annual Breakout (Enter Rates Below)</b>	
Year One Preventative Maintenance Estimated Cost	\$ -
Year Two Preventative Maintenance Estimated Cost	\$ -
Year Three Preventative Maintenance Estimated Cost	\$ -
<b>Estimated Total Three (3) Year Preventative Maintenance Cost</b>	<b>\$ -</b>
<b>Total Costs</b>	
Total Year One Estimated Cost	\$ 10,991.00
Total Year Two Estimated Cost	\$ 11,320.73
Total Year Three Estimated Cost	\$ 11,660.35
<b>Total Three Year Cost</b>	<b>\$ 33,972.08</b>
<b>(Transfer this Amount to Response Form)</b>	
<b>Subcontracting %</b>	

Item #	2. Preventative Maintenance (PM) Annual Breakout (Rolled into totals above)					
	Company shall submit pricing in Yellow highlighted cells below to perform preventative maintenance as described in Section 3.2 of Appendix A - Technical Specifications. All bid prices must include all labor, parts, materials, fluids, and consumables associated with each service.					
	Description	Level Three PMI (Includes Level Two) Rate to Include Parts & Labor 1000 Hour/ 360 Day Inspection (Est. Annual Vol.)				Category Annual Extended Total
		Asset Count	Estimated Number of Services	Rate	Extended Cost	Annual Total
2.1	Bobcat UTV 4X4 Off Road Vehicle Model 5600T	2	1		\$ -	\$ -
2.2	Bobcat Skid Steer Loader (Remote Controlled)	1	1		\$ -	\$ -
2.3	Bobcat Skid Steer Loader Model T650	1	1		\$ -	\$ -
2.4	Caterpillar Excavator 20,000 LBS Model 309	1	1		\$ -	\$ -
2.5	Doosan Wheel Loader 3 1/2 CYD Model DL220-7	1	1		\$ -	\$ -
				Year 1 Total		\$ -
				Total Asset Count		6

**Addendum 1 - Appendix B - Response Workbook**  
**JEA Fleet Services Off-Road Vehicles & Equipment Maintenance & Repair**

**Company shall submit pricing in Column B to perform Ad Hoc Services as described in Section 5 of Appendix A - Technical Specifications.**  
**The estimated one (1) year quantities are to be used as guidelines and are not a guarantee of work.**

**Company Name:**

**Beard Equipment Company**

**5.1 Emergency/Storm Support**

Labor, Benefits, Overhead, Indirect Shop  
Supplies

	<u>Rate</u>	<u>Estimated Volume</u>	<u>Year 1</u>
<b>5.1.1 - Premium Hourly Service Rate (travel time not included)</b>	\$ 285.00	96	\$ 27,360.00

**5.2 Asset Up-Fit & Down-Fit Services**

Labor, Benefits, Overhead, Indirect Shop  
Supplies

	<u>Rate</u>	<u>Estimated Volume</u>	<u>Year 1</u>
<b>5.2.1 - Hourly Service Rate (travel time not included)</b>	\$ 190.00	5	\$ 950.00

**5.3 Miscellaneous Technician Support**

Labor, Benefits, Overhead, Indirect Shop  
Supplies

	<u>Rate</u>	<u>Estimated Volume</u>	<u>Year 1</u>
<b>5.3.1 - Hourly Service Rate (travel time not included)</b>	\$ 190.00	10	\$ 1,900.00

<b>TOTAL YEAR 1 COST</b>	\$ 30,210.00
<b>TOTAL THREE (3) YEAR COST (TRANSFER THIS AMOUNT TO THE RESPONSE FORM)</b>	\$ 93,376.09

<b>Addendum 1 - 1411977446 RFP JEA Fleet Services Off-Road Vehicle &amp; Equipment Maintenance &amp; Repair</b>		
<b>COMPANY NAME:</b>		<b>Crystal Tractor, LLC</b>
<b>Bid Group</b>	<b>Subcontracting %</b>	<b>Bid Summary</b>
John Deere	0.0%	\$ -
Kubota	0.0%	\$ 1,682,184.94
JCB	0.0%	\$ -
Miscellaneous	0.0%	\$ -
Ad Hoc Services	N/A	\$ 62,637.09
<b>3 Year Total</b>		<b>\$ 1,744,822.03</b>



## Award #3 Supporting Documents 07/10/2025

### Addendum 1 - Appendix B - Bid Response Workbook

#### 1411977446 RFP JEA Fleet Services Off-Road Vehicle & Equipment Maintenance & Repair

**Name of Respondent:** Crystal Tractor, LLC

*On Appendix B - Response Workbook, provide the service rate specified for each category. All quantities shown on Appendix B - Response Workbook are given for comparison purposes only and are not contract guarantees.*

1. Corrective Maintenance (CM) Annual Breakout			
Company shall submit pricing in Column C Yellow highlighted cell for perform corrective maintenance as described in Section 3.3 of Appendix A - Technical Specifications.			
Item #	Description	Rate	Estimated Annual Volume
1.01	Labor, Benefits, Overhead, Indirect Shop Supplies Corrective Maintenance Labor Rate per Hour		130
1.02	Corrective Maintenance Labor Rate per Hour After-Hours (5pm - 6am M-F, S & S, Holidays)	\$ -	20
1.03	Cost Plus % Pricing Markup for Parts (Not to exceed 20%)	0%	\$16,500
1.04	Scheduled Field Service Trip Fee - During Business Hours (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs)	\$ -	20
1.05	Unscheduled Field Service Trip Fee - After Business Hours (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs)	\$ -	10
1.06	Emergency Field Service Trip Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) (5pm - 6am M-F, S & S, Holidays)	\$ -	1
1.07	Parts Retrieval Mileage Rate (Enter Cost per Mile)	\$ -	250

Year One Corrective Maintenance Estimated Cost	\$ -
Year Two Corrective Maintenance Estimated Cost	\$ -
Year Three Corrective Maintenance Estimated Cost	\$ -
<b>Estimated Total Three (3) Year Corrective Maintenance Cost</b>	<b>\$ -</b>
<b>2. Preventative Maintenance (PM) Annual Breakout (Enter Rates Below)</b>	
Year One Preventative Maintenance Estimated Cost	\$ -
Year Two Preventative Maintenance Estimated Cost	\$ -
Year Three Preventative Maintenance Estimated Cost	\$ -
<b>Estimated Total Three (3) Year Preventative Maintenance Cost</b>	<b>\$ -</b>
<b>Total Costs</b>	
Total Year One Estimated Cost	\$ -
Total Year Two Estimated Cost	\$ -
Total Year Three Estimated Cost	\$ -
<b>Total Three Year Cost (Transfer this Amount to Response Form)</b>	<b>\$ -</b>
Subcontracting %	

2. Preventative Maintenance (PM) Annual Breakout (Rolled into totals above)					
Company shall submit pricing in Yellow highlighted cells below to perform preventative maintenance as described in Section 3.2 of Appendix A - Technical Specifications. All bid prices must include all labor, parts, materials, fluids, and consumables associated with each service.					
Item #	Description	Rate to Include Parts & Labor 250 Hour (Ext. Annual Vol.)			Category Annual Extended Total
		Asset Count	Estimated Number of Services	Rate	Annual Total
2.1	Excavator 47,500 LBS Model 210G	2	1		\$ -
2.2	Excavator 47,500 LBS Model 210P	1	1		\$ -
2.3	Excavator 57,000 LBS Model 245G	1	1		\$ -
2.4	Excavator 69,500 LBS Model 300G	1	1		\$ -
2.5	Excavator 69,500 LBS Model 300P	1	1		\$ -
2.6	Skid Steer Loader (Remote Controlled) Model 325G	1	1		\$ -
2.7	Tractor Farm 50 HP Model 4052M/D170	1	1		\$ -
2.8	Loader Backhoe Model 410L	3	1		\$ -
2.9	Wheel Loader 3 1/2 CYD Model 544K	2	1		\$ -
2.10	Wheel Loader 3 1/2 CYD Model 544L	1	1		\$ -
2.11	Wheel Loader 3 1/2 CYD Model 544P	1	1		\$ -
2.12	Crawler Dozer 22,000 LBS	2	1		\$ -
Item #	Description	Rate to Include Parts & Labor 500 Hour OR 360 days, whichever comes first (Ext. Annual Vol.)			Category Annual Extended Total
		Asset Count	Estimated Number of Services	Rate	Annual Total
2.1	Excavator 47,500 LBS Model 210G	2	1		\$ -
2.2	Excavator 47,500 LBS Model 210P	1	1		\$ -
2.3	Excavator 57,000 LBS Model 245G	1	1		\$ -
2.4	Excavator 69,500 LBS Model 300G	1	1		\$ -
2.5	Excavator 69,500 LBS Model 300P	1	1		\$ -
2.6	Skid Steer Loader (Remote Controlled) Model 325G	1	1		\$ -
2.7	Tractor Farm 50 HP Model 4052M/D170	1	1		\$ -
2.8	Loader Backhoe Model 410L	3	1		\$ -
2.9	Wheel Loader 3 1/2 CYD Model 544K	2	1		\$ -
2.10	Wheel Loader 3 1/2 CYD Model 544L	1	1		\$ -
2.11	Wheel Loader 3 1/2 CYD Model 544P	1	1		\$ -
2.12	Crawler Dozer 22,000 LBS	2	1		\$ -
Item #	Description	Level Three PM Rate to Include Parts & Labor 1,000 Hour (Ext. Annual Vol.)			Category Annual Extended Total
		Asset Count	Estimated Number of Services	Rate	Annual Total
2.1	Excavator 47,500 LBS Model 210G	2	1		\$ -
2.2	Excavator 47,500 LBS Model 210P	1	1		\$ -
2.3	Excavator 57,000 LBS Model 245G	1	1		\$ -
2.4	Excavator 69,500 LBS Model 300G	1	1		\$ -
2.5	Excavator 69,500 LBS Model 300P	1	1		\$ -
2.6	Skid Steer Loader (Remote Controlled) Model 325G	1	1		\$ -
2.7	Tractor Farm 50 HP Model 4052M/D170	1	1		\$ -
2.8	Loader Backhoe Model 410L	3	1		\$ -
2.9	Wheel Loader 3 1/2 CYD Model 544K	2	1		\$ -
2.10	Wheel Loader 3 1/2 CYD Model 544L	1	1		\$ -
2.11	Wheel Loader 3 1/2 CYD Model 544P	1	1		\$ -
2.12	Crawler Dozer 22,000 LBS	2	1		\$ -
<b>Year 1 Total</b>					<b>\$ -</b>
<b>Total Asset Count</b>					<b>17</b>

## Award #3 Supporting Documents 07/10/2025

Appendix B - Bid Response Workbook				
Addendum 1 - 1411977446 RFP JEA Fleet Services Off-Road Vehicle & Equipment Maintenance & Repair				
Name of Respondent:		Crystal Tractor		
On Appendix B - Response Workbook, provide the service rate specified for each category. All quantities shown on Appendix B - Response Workbook are given for comparison purposes only and are not contract guarantees.				
Item #	1. Corrective Maintenance (CM) Annual Breakout			
Company shall submit pricing in Column C Yellow highlighted cell for perform corrective maintenance as described in Section 3.3 of Appendix A - Technical Specifications.				
		Rate	Estimated Annual Volume	Price
1.01	Labor, Benefits, Overhead, Indirect Shop Supplies Corrective Maintenance Labor Rate per Hour	\$ 135.00	500	\$ 67,500.00
1.02	Corrective Maintenance Labor Rate per Hour After-Hours (5pm - 6am M-F, S & S, Holidays)	\$ 135.00	75	\$ 10,125.00
1.03	Cost Plus % Pricing Markup for Parts (Not to exceed 20%)	20%	\$123,650	\$ 148,380.00
1.04	Scheduled Field Service Trip Fee - During Business Hours (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs)	\$ 135.00	50	\$ 6,750.00
1.05	Unscheduled Field Service Trip Fee - After Business Hours (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs)	\$ 270.00	20	\$ 5,400.00
1.06	Emergency Field Service Trip Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) (5pm - 6am M-F, S & S, Holidays)	\$ 270.00	5	\$ 1,350.00
1.07	Parts Retrieval Mileage Rate (Enter Cost per Mile)	\$ 3.00	500	\$ 1,500.00
Year One Corrective Maintenance Estimated Cost			\$	241,005.00
Year Two Corrective Maintenance Estimated Cost			\$	248,215.15
Year Three Corrective Maintenance Estimated Cost			\$	255,682.20
Estimated Total Three (3) Year Corrective Maintenance Cost			\$	744,922.35
2. Preventative Maintenance (PM) Annual Breakout (Enter Rates Below)				
Year One Preventative Maintenance Estimated Cost			\$	303,232.91
Year Two Preventative Maintenance Estimated Cost			\$	312,329.89
Year Three Preventative Maintenance Estimated Cost			\$	321,699.79
Estimated Total Three (3) Year Preventative Maintenance Cost			\$	937,262.59
Total Costs				
Total Year One Estimated Cost			\$	544,237.91
Total Year Two Estimated Cost			\$	560,565.04
Total Year Three Estimated Cost			\$	577,381.99
Total Three Year Cost (Transfer this Amount to Response Form)			\$	1,682,184.94
Subcontracting %			0%	

2. Preventative Maintenance (PM) Annual Breakout (Rolled into totals above)					
Company shall submit pricing in Yellow highlighted cells below to perform preventative maintenance as described in Section 3.2 of Appendix A - Technical Specifications. All bid prices must include all labor, parts, materials, fluids, and consumables associated with each service.					
Item #	Description	Rate to Include Parts & Labor 250 Hour - Break in service as needed for new equipment (Est. Annual Vol.)			
		Asset Count	Estimated Number of Services	Rate	Extended Cost
2.1	Excavator 6,000 LBS Model U35-4R1A	2	1	\$ 1,025.95	\$ 2,051.90
2.2	Excavator 6,000 LBS Model U35-4R3A	3	1	\$ 1,025.95	\$ 3,077.85
2.3	Excavator 10,000 LBS Model K2040	6	1	\$ 1,052.20	\$ 6,313.20
2.4	Excavator 10,000 LBS Model K2040-4R3TP	1	1	\$ 1,052.20	\$ 1,052.20
2.5	Excavator 12,800 LBS Model K2057	3	1	\$ 894.96	\$ 2,684.88
2.6	Excavator 12,800 LBS Model U55-5	1	1	\$ 894.96	\$ 894.96
2.7	Excavator 19,000 LBS Model K2080	13	1	\$ 887.52	\$ 11,537.76
2.8	Excavator 19,000 LBS Model K2080-4S2	8	1	\$ 967.59	\$ 7,740.72
2.9	Excavator 19,000 LBS Model K2080-4S2R3A	2	1	\$ 967.59	\$ 1,935.18
2.10	Tractor Farm 33 HP 3,700 LBS Model L3301	1	1	\$ 917.06	\$ 917.06
2.11	Tractor Farm 60 HP Model LA1154M7060HD	2	1	\$ 742.18	\$ 1,484.36
2.12	Wheel Loader 1 1/2 CYD Model R630-R41	1	1	\$ 948.13	\$ 948.13
2.13	UTV 4X4 Off Road Vehicle Model RTV-X1120	6	1	\$ 669.81	\$ 4,018.86
2.14	UTV 4X4 Off Road Vehicle Model RTV-X1120D	2	1	\$ 669.81	\$ 1,339.62
2.15	UTV 4X4 Off Road Vehicle Model RTV-X1140	18	1	\$ 669.81	\$ 12,056.58
2.16	UTV 4X4 Off Road Vehicle Model RTV-X900	2	1	\$ 669.81	\$ 1,339.62
2.17	UTV 4X4 Off Road Vehicle Model RTV-X900-A	1	1	\$ 669.81	\$ 669.81
2.18	UTV 4X4 Off Road Vehicle Model RTV-X900GA	1	1	\$ 669.81	\$ 669.81
2.18	UTV 4X4 Off Road Vehicle Model RTV-X900-H	1	1	\$ 669.81	\$ 669.81
Item #	Description	Rate to Include Parts & Labor 500 Hour OR 360 days, whichever comes first (Est. Annual Vol.)			
		Asset Count	Estimated Number of Services	Rate	Extended Cost
2.1	Excavator 6,000 LBS Model U35-4R1A	2	1	\$ 1,396.45	\$ 2,792.90
2.2	Excavator 6,000 LBS Model U35-4R3A	3	1	\$ 1,396.45	\$ 4,189.35
2.3	Excavator 10,000 LBS Model K2040	6	1	\$ 1,530.45	\$ 9,182.70
2.4	Excavator 10,000 LBS Model K2040-4R3TP	1	1	\$ 1,530.45	\$ 1,530.45
2.5	Excavator 12,800 LBS Model K2057	3	1	\$ 1,308.49	\$ 3,925.47
2.6	Excavator 12,800 LBS Model U55-5	1	1	\$ 1,308.49	\$ 1,308.49
2.7	Excavator 19,000 LBS Model K2080	13	1	\$ 1,662.42	\$ 21,611.46
2.8	Excavator 19,000 LBS Model K2080-4S2	8	1	\$ 1,533.47	\$ 12,267.76
2.9	Excavator 19,000 LBS Model K2080-4S2R3A	2	1	\$ 1,533.47	\$ 3,066.94
2.10	Tractor Farm 33 HP 3,700 LBS Model L3301	1	1	\$ 1,311.23	\$ 1,311.23
2.11	Tractor Farm 60 HP Model LA1154M7060HD	2	1	\$ 1,574.15	\$ 3,148.30
2.12	Wheel Loader 1 1/2 CYD Model R630-R41	1	1	\$ 1,859.55	\$ 1,859.55
2.13	UTV 4X4 Off Road Vehicle Model RTV-X1120	6	1	\$ 1,171.61	\$ 7,029.66
2.14	UTV 4X4 Off Road Vehicle Model RTV-X1120D	2	1	\$ 1,171.61	\$ 2,343.22
2.15	UTV 4X4 Off Road Vehicle Model RTV-X1140	18	1	\$ 1,171.61	\$ 21,088.98
2.16	UTV 4X4 Off Road Vehicle Model RTV-X900	2	1	\$ 1,171.61	\$ 2,343.22
2.17	UTV 4X4 Off Road Vehicle Model RTV-X900-A	1	1	\$ 1,171.61	\$ 1,171.61
2.18	UTV 4X4 Off Road Vehicle Model RTV-X900GA	1	1	\$ 1,171.61	\$ 1,171.61
2.18	UTV 4X4 Off Road Vehicle Model RTV-X900-H	1	1	\$ 1,171.61	\$ 1,171.61
Item #	Description	Level Three PMI Rate to Include Parts & Labor 1000 Hour (Est. Annual Vol.)			
		Asset Count	Estimated Number of Services	Rate	Extended Cost
2.1	Excavator 6,000 LBS Model U35-4R1A	2	1	\$ 1,954.96	\$ 3,909.92
2.2	Excavator 6,000 LBS Model U35-4R3A	3	1	\$ 1,954.96	\$ 5,864.88
2.3	Excavator 10,000 LBS Model K2040	6	1	\$ 2,301.82	\$ 13,810.92
2.4	Excavator 10,000 LBS Model K2040-4R3TP	1	1	\$ 2,301.82	\$ 2,301.82
2.5	Excavator 12,800 LBS Model K2057	3	1	\$ 2,134.86	\$ 6,404.58
2.6	Excavator 12,800 LBS Model U55-5	1	1	\$ 2,134.86	\$ 2,134.86
2.7	Excavator 19,000 LBS Model K2080	13	1	\$ 2,678.51	\$ 34,823.63
2.8	Excavator 19,000 LBS Model K2080-4S2	8	1	\$ 2,678.51	\$ 21,428.08
2.9	Excavator 19,000 LBS Model K2080-4S2R3A	2	1	\$ 2,678.51	\$ 5,357.02
2.10	Tractor Farm 33 HP 3,700 LBS Model L3301	1	1	\$ 1,528.46	\$ 1,528.46
2.11	Tractor Farm 60 HP Model LA1154M7060HD	2	1	\$ 2,124.75	\$ 4,249.50
2.12	Wheel Loader 1 1/2 CYD Model R630-R41	1	1	\$ 1,981.50	\$ 1,981.50
2.13	UTV 4X4 Off Road Vehicle Model RTV-X1120	6	1	\$ 1,171.61	\$ 7,029.66
2.14	UTV 4X4 Off Road Vehicle Model RTV-X1120D	2	1	\$ 1,171.61	\$ 2,343.22
2.15	UTV 4X4 Off Road Vehicle Model RTV-X1140	18	1	\$ 1,171.61	\$ 21,088.98
2.16	UTV 4X4 Off Road Vehicle Model RTV-X900	2	1	\$ 1,171.61	\$ 2,343.22
2.17	UTV 4X4 Off Road Vehicle Model RTV-X900-A	1	1	\$ 1,171.61	\$ 1,171.61
2.18	UTV 4X4 Off Road Vehicle Model RTV-X900GA	1	1	\$ 1,171.61	\$ 1,171.61
2.18	UTV 4X4 Off Road Vehicle Model RTV-X900-H	1	1	\$ 1,171.61	\$ 1,171.61
Year 1 Total					\$ 303,232.91
Total Asset Count					74

<b>Addendum 1 - Appendix B - Bid Response Workbook</b>	
<b>1411977446 RFP JEA Fleet Services Off-Road Vehicle &amp; Equipment Maintenance &amp; Repair</b>	
<b>Name of Respondent:</b>	<b>Crystal Tractor, LLC</b>
<i>On Appendix B - Response Workbook, provide the service rate specified for each category. All quantities shown on Appendix B - Response Workbook are given for comparison purposes only and are not contract guarantees.</i>	

Item #	<b>1. Corrective Maintenance (CM) Annual Breakout</b>			
	<i>Company shall submit pricing in Column C Yellow highlighted cell for perform corrective maintenance as described in Section 3.3 of Appendix A - Technical Specifications.</i>			
		<b>Rate</b>	<b>Estimated Annual Volume</b>	<b>Price</b>
1.01	Labor, Benefits, Overhead, Indirect Shop Supplies Corrective Maintenance Labor Rate per Hour	\$ -	20	\$ -
1.02	Corrective Maintenance Labor Rate per Hour After-Hours (5pm - 6am M-F, S & S, Holidays)	\$ -	5	\$ -
1.03	Cost Plus % Pricing Markup for Parts ( <i>Not to exceed 20%</i> )	0%	\$10,400	\$ -
1.04	Scheduled Field Service Trip Fee - During Business Hours (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs)	\$ -	1	\$ -
1.05	Unscheduled Field Service Trip Fee - After Business Hours (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs)	\$ -	1	\$ -
1.06	Emergency Field Service Trip Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) (5pm - 6am M-F, S & S, Holidays)	\$ -	1	\$ -
1.07	Parts Retrieval Mileage Rate ( <i>Enter Cost per Mile</i> )	\$ -	100	\$ -

Year One Corrective Maintenance Estimated Cost	\$ -
Year Two Corrective Maintenance Estimated Cost	\$ -
Year Three Corrective Maintenance Estimated Cost	\$ -
<b>Estimated Total Three (3) Year Corrective Maintenance Cost</b>	<b>\$ -</b>
<b>2. Preventative Maintenance (PM) Annual Breakout (Enter Rates Below)</b>	
Year One Preventative Maintenance Estimated Cost	\$ -
Year Two Preventative Maintenance Estimated Cost	\$ -
Year Three Preventative Maintenance Estimated Cost	\$ -
<b>Estimated Total Three (3) Year Preventative Maintenance Cost</b>	<b>\$ -</b>
<b>Total Costs</b>	
Total Year One Estimated Cost	\$ -
Total Year Two Estimated Cost	\$ -
Total Year Three Estimated Cost	\$ -
<b>Total Three Year Cost</b>	<b>\$ -</b>
<b>(Transfer this Amount to Response Form)</b>	
<b>Subcontracting %</b>	

<b>2. Preventative Maintenance (PM) Annual Breakout (Rolled into totals above)</b>					
<i>Company shall submit pricing in Yellow highlighted cells below to perform preventative maintenance as described in Section 3.2 of Appendix A - Technical Specifications. All bid prices must include all labor, parts, materials, fluids, and consumables associated with each service.</i>					
Item #	Description	Level Three PMI (Includes Level Two) Rate to Include Parts & Labor 1000 Hour/ 360 Day Inspection (Est. Annual Vol.)			Category Annual Extended Total
		Asset Count	Estimated Number of Services	Rate	Extended Cost
2.1	Excavator 4,200 LBS Model 19C-1	1	1		\$ -
2.2	Teleskid Steer Loader Model 2TS-7T	1	1		\$ -
2.3	Teleskid Steer Loader Model 3TS-8T	4	1		\$ -
2.4	Wheel Loader Model 427ZX	1	1		\$ -
2.5	Forklift Telehandler 5,500 LBS Model 505-20TC	2	1		\$ -
2.6	Forklift Telehandler 5,500 LBS Model 550-20TC	1	1		\$ -
2.7	Forklift Telehandler 7,000 LBS Model 507-42	1	1		\$ -
2.8	Forklift Telehandler 14,000 LBS Model 514-56F	1	1		\$ -
<b>Year 1 Total</b>					<b>\$ -</b>
<b>Total Asset Count</b>					<b>12</b>

**Addendum 1 - Appendix B - Bid Response Workbook**  
**1411977446 RFP JEA Fleet Services Off-Road Vehicle & Equipment**  
**Maintenance & Repair**

**Name of Respondent:** Crystal Tractor, LLC

*On Appendix B - Response Workbook, provide the service rate specified for each category. All quantities shown on Appendix B - Response Workbook are given for comparison purposes only and are not contract guarantees.*

Item #	<u><b>1. Corrective Maintenance (CM) Annual Breakout</b></u>			
	<i>Company shall submit pricing in Column C Yellow highlighted cell for perform corrective maintenance as described in Section 3.3 of Appendix A - Technical Specifications.</i>			
		<u><b>Rate</b></u>	<u><b>Estimated Annual Volume</b></u>	<u><b>Price</b></u>
1.01	Labor, Benefits, Overhead, Indirect Shop Supplies Corrective Maintenance Labor Rate per Hour	\$ -	10	\$ -
1.02	Corrective Maintenance Labor Rate per Hour After-Hours (5pm - 6am M-F, S & S, Holidays)	\$ -	3	\$ -
1.03	Cost Plus % Pricing Markup for Parts ( <i>Not to exceed 20%</i> )	0%	\$5,000	\$ -
1.04	Scheduled Field Service Trip Fee - During Business Hours ( <i>*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs</i> )	\$ -	1	\$ -
1.05	Unscheduled Field Service Trip Fee - After Business Hours ( <i>*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs</i> )	\$ -	1	\$ -
1.06	Emergency Field Service Trip Fee ( <i>*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs</i> ) (5pm - 6am M-F, S & S, Holidays)	\$ -	1	\$ -
1.07	Parts Retrieval Mileage Rate ( <i>Enter Cost per Mile</i> )	\$ -	50	\$ -

Year One Corrective Maintenance Estimated Cost		\$	-
Year Two Corrective Maintenance Estimated Cost		\$	-
Year Three Corrective Maintenance Estimated Cost		\$	-
Estimated Total Three (3) Year Corrective Maintenance Cost		\$	-
<b>2. Preventative Maintenance (PM) Annual Breakout (Enter Rates Below)</b>			
Year One Preventative Maintenance Estimated Cost		\$	-
Year Two Preventative Maintenance Estimated Cost		\$	-
Year Three Preventative Maintenance Estimated Cost		\$	-
Estimated Total Three (3) Year Preventative Maintenance Cost		\$	-
<b>Total Costs</b>			
Total Year One Estimated Cost		\$	-
Total Year Two Estimated Cost		\$	-
Total Year Three Estimated Cost		\$	-
<b>Total Three Year Cost</b>			
<b>(Transfer this Amount to Response Form)</b>		\$	-
Subcontracting %			

Item #	<u>2. Preventative Maintenance (PM) Annual Breakout (Rolled into totals above)</u>					
	Company shall submit pricing in Yellow highlighted cells below to perform preventative maintenance as described in Section 3.2 of Appendix A - Technical Specifications. All bid prices must include all labor, parts, materials, fluids, and consumables associated with each service.					
	Description	Level Three PMI (Includes Level Two) Rate to Include Parts & Labor 1000 Hour/ 360 Day Inspection (Est. Annual Vol.)				Category Annual Extended Total
		Asset Count	Estimated Number of Services	Rate	Extended Cost	Annual Total
2.1	Bobcat UTV 4X4 Off Road Vehicle Model 5600T	2	1		\$ -	\$ -
2.2	Bobcat Skid Steer Loader (Remote Controlled)	1	1		\$ -	\$ -
2.3	Bobcat Skid Steer Loader Model T650	1	1		\$ -	\$ -
2.4	Caterpillar Excavator 20,000 LBS Model 309	1	1		\$ -	\$ -
2.5	Doosan Wheel Loader 3 1/2 CYD Model DL220-7	1	1		\$ -	\$ -
				Year 1 Total		\$ -
				Total Asset Count		6

**Addendum 1 - Appendix B - Response Workbook**  
**JEA Fleet Services Off-Road Vehicles & Equipment Maintenance & Repair**

**Company shall submit pricing in Column B to perform Ad Hoc Services as described in Section 5 of Appendix A - Technical Specifications.**  
**The estimated one (1) year quantities are to be used as guidelines and are not a guarantee of work.**

**Company Name:**

**Crystal Tractor, LLC**

**5.1 Emergency/Storm Support**

Labor, Benefits, Overhead, Indirect Shop  
Supplies

	<u>Rate</u>	<u>Estimated Volume</u>	<u>Year 1</u>
<b>5.1.1 - Premium Hourly Service Rate (travel time not included)</b>	\$ 190.00	96	\$ 18,240.00

**5.2 Asset Up-Fit & Down-Fit Services**

Labor, Benefits, Overhead, Indirect Shop  
Supplies

	<u>Rate</u>	<u>Estimated Volume</u>	<u>Year 1</u>
<b>5.2.1 - Hourly Service Rate (travel time not included)</b>	\$ 135.00	5	\$ 675.00

**5.3 Miscellaneous Technician Support**

Labor, Benefits, Overhead, Indirect Shop  
Supplies

	<u>Rate</u>	<u>Estimated Volume</u>	<u>Year 1</u>
<b>5.3.1 - Hourly Service Rate (travel time not included)</b>	\$ 135.00	10	\$ 1,350.00

<b>TOTAL YEAR 1 COST</b>	\$ 20,265.00
<b>TOTAL THREE (3) YEAR COST (TRANSFER THIS AMOUNT TO THE RESPONSE FORM)</b>	\$ 62,637.09

## Award #5 Supporting Documents 07/10/2025

Sensus - Commercial Water Meters - Estimated QTYs						
Num	Item	Description	UOM	Quantity	Price	Extended Price
1	MTEAA192	**TESTING REQUIRED** METER, WATER 1.5" - OMNI T2, TURBO LAY LENGTH, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID.	Each	900	\$ 790.00	\$ 711,000.00
2	MTEAA194	**TESTING REQUIRED** METER, WATER 2" - OMNI T2, TURBO LAY LENGTH, 1 GALLON PULSE, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID	Each	750	\$ 920.00	\$ 690,000.00
3	MTEAA208	**TESTING REQUIRED** METER, WATER 2" - OMNI T2, 10" LAY LENGTH, 1 GALLON PULSE, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID	Each	10	\$ 805.00	\$ 8,050.00
4	MTEAA100	METER, COMPOUND 3" - OMNI C2, COMPOUND LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 1 GALLON PULSE, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID	Each	17	\$ 1,910.00	\$ 32,470.00
5	MTEAA110	METER, COMPOUND 4" - OMNI C2 COMPOUND LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 10 GALLON PULSE, 10 GALLON 8 WHEET TOTAL, S/N=REG ID	Each	17	\$ 3,150.00	\$ 53,550.00
6	MTEAA150	METER, FIRE SERVICE 4" - OMNI F2, COMPACT FIRE LINE LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 10 GALLON PULSE, 10 GALLON 8 WHEEL TOTAL, S/N=REG ID	Each	0	\$ 7,225.00	\$ -
7	MTEAA250	METER, WATER 4" - OMNI T2, TURBO LAY LENGTH, 1 GALLON PULSE, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID	Each	0	\$ 2,495.00	\$ -
8	MTEAA115	METER, COMPOUND 6" - OMNI C2, COMPOUND LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 10 GALLON PULSE, 10 GALLON 8 WHEEL TOTAL, S/N=REG ID	Each	11	\$ 5,650.00	\$ 62,150.00
9	MTEAA160	METER, FIRE SERVICE, 6" - OMNI F2, COMPACT FIRE LINE LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 10 GALLON PULSE, 10 GALLON 8 WHEEL TOTAL, S/N=REG ID	Each	0	\$ 9,500.00	\$ -
10	MTEAA170	METER, FIRE SERVICE 8" - OMNI F2, COMPACT FIRE LINE LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 10 GALLON PULSE, 10 GALLON 8 WHEEL TOTAL, S/N=REG ID	Each	11	\$ 14,900.00	\$ 163,900.00
11	MTEAA175	METER, TURBINE 8" - OMNI T2, TURBO LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 10 GALLON PULSE, 10 GALLON 8 WHL TOTAL, S/N=REG ID	Each	0	\$ 7,650.00	\$ -
12	MTEAA120	METER, FIRE SERVICE, 10" - OMNI F2, COMPACT FIRE LINE LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 10 GALLON PULSE, 10 GALLON 8 WHEEL TOTAL, S/N=REG ID	Each	6	\$ 20,650.00	\$ 123,900.00
13	MTEAA180	METER, TURBINE 10" - OMNI T2, TURBO LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 10 GALLON PULSE, 10 GALLON 8 WHL TOTAL, S/N=REG ID	Each	0	\$ 9,995.00	\$ -
						\$ 1,845,020.00

**APPENDIX B – RESPONSE FORM**  
**1411994448 (IFB) JEA LIMESTONE CRUSHING SERVICES**

Submit the Response electronically as described in sections 1.4 and 1.5 of the Solicitation.

Company Name: Knepp's Construction & Excavating of Florida LLC

Company's Address: 9240 NW 132nd Way, Lake Butler, FL 32054

Phone Number: (386) 984-5846 Email Address: Brendon@kneppconstruction.com

**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 Bid Opening  
☐ Samples may be required subsequent to Bid Opening

**SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**

- ☒ **None required**  
☐ Bond required 100% of Bid Award  
☐ **Letter of Credit**

**QUANTITIES**

- ☐ 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 REQUIREMENTS**

**Insurance required.**

**PAYMENT DISCOUNTS**

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

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES:	Unit Price	UOM	Forecast Quantity	Extended Bid Price
1	Mobilization / Demobilization Fee	\$ _____	Per Event	2 Events	\$ _____
2	Crushing Services per Solicitation	\$ <u>\$8.25</u>	Dry Short Ton	100,000 Tons	\$ <u>\$825,000.00</u>
3	Standby (Day Rate – In the event work is stopped due to no fault of the contractor by JEA	\$ _____	Per Day (Crew & Equipment)	4	\$ _____
4	Total Bid Price (Add subtotals from Lines 1 – 3)				\$ _____

- ☒ 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".

**RESPONDENT CERTIFICATION**

By submitting this Response, the Respondent 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 Responding 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 Respondent 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

0 through 0

*Brendon Knepp*  
 Handwritten Signature of Authorized Officer of Company or Agent

6/24/2025

Date

Brendon Knepp (Owner)

Printed Name and Title

APPENDIX B – RESPONSE FORM  
1411994448 (IFB) JEA LIMESTONE CRUSHING SERVICES

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED BIDDER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.

THE BIDDER MUST COMPLETE THE BIDDER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE BIDDER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.

**BIDDER INFORMATION**

COMPANY NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-M AIL: \_\_\_\_\_

PRINT NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

**MINIMUM QUALIFICATIONS:**

Respondent must meet the following Minimum Qualifications to be considered eligible to have its Response evaluated by JEA. Respondent must complete and submit the Minimum Qualification Form provided in this Solicitation. Respondents that are working or have worked for JEA in the past 2 years involving similar work must submit JEA as a reference. JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Respondent meets the requirements stated above.

JEA may reject Responses from Respondents not meeting all of the following Minimum Qualifications:

- I. The Respondent must have successfully self-performed and completed three (3) similar mobile aggregate crushing services contracts in the past five (5) years date ending the bid Due Date for a similar work and services as provided in the Appendix A Technical Specifications. JEA's acceptance of a Bidder Minimum Qualification determination is solely at JEA's discretion. If the Bidder cannot meet the minimum qualifications if request, JEA will provide notification and reject the Bidder's proposal.
- II. Any The Respondent is not on the State of Florida Convicted Vendor List, State of Florida's Suspended Vendor List, The City of Jacksonville's Disqualified Vendor List, have not had their



APPENDIX B – RESPONSE FORM

1411994448 (IFB) JEA LIMESTONE CRUSHING SERVICES

bidding privileges actively suspended by JEA, been debarred by JEA, or have had a contract with JEA terminated for default within the last two (2) years.

**1. REFERENCE**

Reference Name: \_\_\_\_\_

Reference Phone Number: \_\_\_\_\_

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

Address of Work: \_\_\_\_\_

Reference E-Mail Address: \_\_\_\_\_

Dates of Work/Number of Sites: \_\_\_\_\_

Description of Work including contract value: \_\_\_\_\_

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**2. REFERENCE**

Reference Name: \_\_\_\_\_

Reference Phone Number: \_\_\_\_\_

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

Address of Work: \_\_\_\_\_

Reference E-Mail Address: \_\_\_\_\_

Dates of Work/Number of Sites: \_\_\_\_\_

Description of Work including contract value: \_\_\_\_\_

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**APPENDIX B – RESPONSE FORM**  
**1411994448 (IFB) JEA LIMESTONE CRUSHING SERVICES**

**3. REFERENCE**

Reference Name: \_\_\_\_\_

Reference Phone Number: \_\_\_\_\_

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

Address of Work: \_\_\_\_\_

Reference E-Mail Address: \_\_\_\_\_

Dates of Work/Number of Sites: \_\_\_\_\_

Description of Work including contract value: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX B – RESPONSE FORM**  
**1411994448 (IFB) JEA LIMESTONE CRUSHING SERVICES**

**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: \_\_\_\_\_

**APPENDIX B – RESPONSE FORM**  
**1411994448 (IFB) JEA LIMESTONE CRUSHING SERVICES**

**LIST OF JSEB SUBCONTRACTORS**

The following JSEB Subcontractors will be utilized in fulfilling the terms and conditions of a Project Authorization arising from award of JEA - \_\_\_\_\_. I (We) the undersigned understand that failure to submit said information will result in bid rejection. I (We) will employ the JSEB Subcontractors specified below: (Use additional sheets as necessary)

Class of Work (Category) Dollar Amount	Name of JSEB Contractor (Indicate below)	Percentage of Total Job or
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Signed: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_ Date: \_\_\_\_\_

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

**APPENDIX B – RESPONSE FORM**  
**1411994448 (IFB) JEA LIMESTONE CRUSHING SERVICES**



### CONFLICT OF INTEREST DISCLOSURE FORM

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest, and they are detected by JEA, vendor may be **disqualified** from doing business with JEA.*

*Questions about this form? Contact (JEA, Buyer)*

JEA Bid/Solicitation/Contract Number:	Name of JEA Employee(s) Working on Vendor's Current Contract(s) with JEA:	
Vendor Name:		Vendor Phone:
Vendor's Authorized Representative Name and Title:		Authorized Representative's Phone:
<b>NAME(S) OF JEA EMPLOYEE(S) / PUBLIC OFFICER(S) WITH POTENTIAL CONFLICT OF INTEREST</b>		
Name of JEA public officer(s), employee(s), or relatives with whom there may be a potential conflict of interest. If more than five, attach a second form.		Relationship of JEA public officer(s)/employee(s) and/or relative(s) to vendor's company from list above (e.g. 1(a), 2, etc.). Please list all that apply:
1.		
2.		
3.		
4.		
5.		
<input type="checkbox"/> Vendor has no conflict of interest to report.		
<input type="checkbox"/> Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any JEA officer or employee to obtain or maintain a contract.		
<input type="checkbox"/> I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor.		
Vendor's Authorized Representative Signature:		Date:

**APPENDIX B – RESPONSE FORM**  
**1411994448 (IFB) JEA LIMESTONE CRUSHING SERVICES**  
**FOR JEA USE ONLY IF CONFLICT NOTED**  
This form has been reviewed by:

Name of JEA Ethics Officer:	Signature:	Date:
Note:		

## Award #6 Supporting Documents 07/10/2025

**From:** [Behr, Jason V.](#)  
**To:** [Brendon Knepp; nortoninc@tds.net; john@rpmsolve.com; charles@ubd1.com; Lance@ubd1.com; KTOOMEY@SOUTHERNLOGISTICS.NET; estills@southernlogistics.net](#)  
**Cc:** [Pearson, Kenny R; Phelps, Charles R; Crabtree, Jeremy D; Wilds, Brian E](#)  
**Subject:** 1411994448 (IFB) JEA Limestone Crushing Services - Intent to Award  
**Date:** Wednesday, July 2, 2025 9:04:33 AM  
**Attachments:** [image001.png](#)

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Good Morning,

This communication is to inform you of JEA's intent to award for Solicitation **1411994448 (IFB) JEA Limestone Crushing Services**. JEA has reviewed all the submittals and has determined **Knepp Construction & Excavating of Florida LLC** is the Responsive and Responsible Bidder whose Bid meets or exceeds the Minimum Qualifications set forth in this Solicitation, and is the Lowest Priced Bidder for the services which they are being awarded.

Company Name	Rank	Total Bid Amount
<b>Knepp Construction &amp; Excavating of Florida LLC</b>	<b>1</b>	<b>\$861,000.00</b>
<b>Norton Irrigation, Inc</b>	<b>2</b>	<b>\$970,000.00</b>
<b>RPM Solutions, LLC</b>	<b>3</b>	<b>\$979,000.00</b>
<b>United Brothers Development Corp</b>	<b>4</b>	<b>\$981,000.00</b>
<b>Southern Logistics, Inc.</b>	<b>5</b>	<b>\$1,132,000.00</b>

Administrative Remedies are located on JEA.com. JEA appreciates your participation and looks forward to future opportunities to work with your company.

Thank you,  
**Jason Behr**  
Senior Purchasing Agent  
Direct: (904) 226-0689

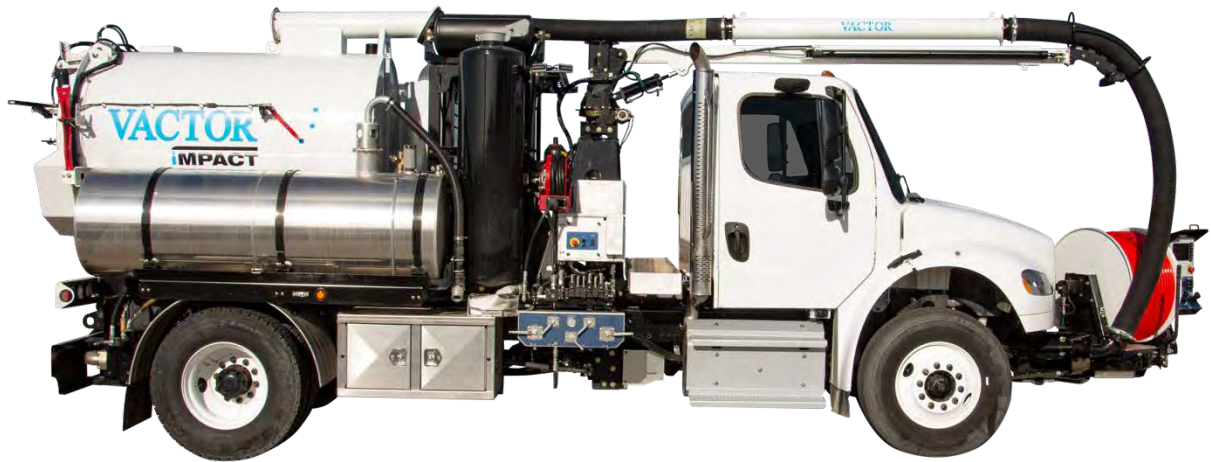




# PROPOSAL SUMMARY

Prepared for: JEA

## VACTOR®



### Vactor Impact Sewer Cleaner

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System  
Mounted on a Heavy-Duty Single Axle Freightliner M2-106 Plus Truck Chassis





**Attn: Matthew Lynn**

**JEA Fleet**

**June 13<sup>th</sup>, 2025**

## **Vector 2100i Sewer Cleaner**

**Environmental Products** would like to thank you for the opportunity to present the following proposal on **Three (3) New Vector 2100i Impact Sewer Cleaners**.

**Environmental Products Group** is the sole provider of Vector Sewer Cleaning Equipment in the State of Florida, as well as many other leading industry product lines such as Elgin Street Sweepers, Labrie Refuse Equipment, Envirosight Inspection Cameras, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, Petersen Grapple Loaders, TRUVAC Hydroexcavation Equipment and a host of parts, tools and accessories for all your needs.

**Environmental Products Group** prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Georgia, and Memphis, Tennessee; including Vector, Elgin, and Envirosight repair centers, extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more... we are ready to service your every need.

**EP Rents** is a division of Environmental Products Group, EP Rents specializes in rental trucks when you need them. With a large inventory of Vector Sewer Cleaners and Trailer Jetters, Elgin Sweeper, Envirosight Pipeline Inspection Cameras, Petersen Grapple Loaders. Call us for any of your rental needs.

**Thank you for your consideration.**



**Nick Causey**

*Territory Sales Manager*

**Environmental Products Group, Inc.**

**C:** 904.537.8799 | **O:** 407.798.0004

**W:** [www.myepg.com](http://www.myepg.com)



## Product Description

- IMPACT Combination Machine with Roots 616-15" Hg. Blower, 3.5 Yard Debris body, 500 Gallons of Fresh Water

## Standard Features

- Curbside Toolbox w/ Nozzle Storage Rack
- Aluminum Fenders
- Mud Flaps
- Electric / Hydraulic Proportional Boom Control
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Hoist Cylinder
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- (2) 3/4" Nozzles w/ Carbide Inserts – One General Stoppage & One Grease
- Suction Tube Storage
- 3/4" Nozzle Pipe
- 10' Leader Hose
- Flat Rear Door w/ Hydraulic Locks & 6 O'clock Port with Hose Holder
- Stainless Steel Float Shut Off System
- Micro-strainer Prior to Blower
- Debris Body Vacuum Relief System
- Low Water Alarm with Water Pump Flow Indicator
- Water Tank Sight Gauge
- Liquid Float Body Level Indicator
- Front Controlled Blower Drive
- Digital Water Pressure Gauge
- Joystick Boom Control
- Boom Hose Storage
- Rodder System Accumulator - Jack Hammer on/off Control @ Front Hose Reel
- 3" Y-Strainer at Water Pump
- Multi-Flow Water System
- 1" Water Relief Valve
- High Pressure Hose Reel
- 500' x 3/4" Sewer Hose 3000 PSI, Piranha
- Hose Wind Guide (Dual Roller), Manual
- Digital Hose Footage Counter
- Rotating Hose Reel, 3/4" x 500' Capacity, 180 Deg. Rotation
- Hydraulic Tank Shutoff Valves
- Tachometer / Chassis Engine w/ Hour Meter
- Water Pump Hour Meter
- PTO Hour Meter



- Hydraulic Oil Temp Alarm
- Tachometer / Blower w/ Hour Meter
- Circuit Breakers
- LED Lights, Clearance, Backup, Stop, Tail, & Turn
- Tow Hooks, Front
- Tow Hooks, Rear
- Electronic Back-Up Alarm
- Rear View Camera System
- 6" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Module Paint, DuPont Imron Elite - Sanded Primer Base
- Vactor Standard Manual and USB Version

### **Additional Features**

- Telescopic Boom with Industrial Grade Elbow
- Centrifugal Separators (Cyclones)
- Automatic Lubrication System - Lubecore
- Debris Body Washout
- Digital Debris Body Level Indicator
- Final Filter and Silencer Ball Valve Drains
- Rear Door Splash Shield
- Air Purge
- 35 GPM/3000 PSI Water Pump
- Second Accumulator for Low Pressure Zone
- Two 1/2" Nozzles – One General Stoppage & One Grease Nozzle
- Lateral Cleaning Kit with 150' Hose and Nozzle Mounted Curbside – Electric Pay In/Out with 1/2" Piranha Sewer Hose – 25 GPM @ 2000 PSI
- Front Hose Reel Free Spool
- Manhole Roller
- 6" Air Gap Adapter
- Vacuum Tube Storage on Curbside & Driver's Side – Folding Racks
- Rodder Pump Drain Valves
- Rear Directional Control, LED Arrowstick
- Wireless, Waterproof, Rechargeable, Handheld, LED Spot Light w/12V Charger
- 12 Light LED Strobe Package, Four Rear, 6 Side, 2 Front
- Mirror Mounted LED Strobe Lights with Guards
- Worklights (2), Boom
- Worklights (2), Rear Door



- Worklights (2), Passenger & Driver's Side
- Manhole Worklight
- LED Work Area Zone Lighting
- 5-Gallon Water Cooler and Storage Bracket
- Spigot on Water Tank for Hand Washing
- Juke Rod Holder for 12' x 1" Pole
- Big Valve Key Holder
- Toolbox, Behind Cab with LED Lighting
- Install JEA Provided Decals & Safety Equipment
- Toolbox, Driver's Side – For Push Camera Storage
- Toolbox, Mounted Above Camera Box with Inverter and GFCI Outlet
- Long Handle Storage (PVC)
- 1500 Power Watt Inverter Installed in Toolbox with GFCI Outlet
- LED Lighting in All Toolboxes
- Collapsible Cone Holder
- Onboard Electronic/Digital Scale System with Alarm
- Module Paint, DuPont Imron Elite - Sanded Primer Base
- Vactor/Guzzler Logos - Shipped Loose
- Extended Factory Warranty - 2Yrs

### **Chassis Options**

- 2026 Freightliner M2 106 Plus
- Cummins L9 Engine – 330 HP
- Automatic Allison Transmission
- Auto Windows & Door Locks
- Go Light Mounted Curbside
- Air Ride Driver and Passenger Seats
- Am/FM/CD/USB and Bluetooth Radio
- Ram Mount Laptop Stand
- Window Tint
- Five (5) Sets of Keys
- Two (2) Year Basic Vehicle Warranty on Chassis



**\*\*\*Note: Below quote includes Chassis & Body**

**Sourcwell Contract # 101221-VTR Price: \$445,756.00**

**Multi-Unit Discount: -\$3,500.00**

**Final Per Unit Selling Price: \$442,256.00**

**Total for Three (3) Vactor Impacts: \$1,326,768.00**

***\*\*Estimated Delivery Date is Q1 of 2026.***

***\*\*\*Quote is good for 60-days.***

*\*\*\* Pricing is subject to change without notice. Environmental Products Group (EPG) will make every effort to preserve the original price quoted but reserve the right to add any additional unforeseen surcharges levied by the manufactures from the date of order to the invoice date. EPG will provide documentation at the customer's request to validate any price increases and/or surcharges applied to order.*



**Nick Causey**  
Territory Sales Manager  
**Environmental Products Group, Inc.**  
C: 904.537.8799 | O: 407.798.0004  
W: [www.myepg.com](http://www.myepg.com)

## Impact Sourcewell Price Reference Sheet

Sales Code	Quantity	Description	List Price	Sourcewell Price
2100C-3	1	IMPACT PD 15" Vacuum 3.5 yrd Debris 500 Gal Water Combo	\$225,588	\$218,821
010CSTD		Curbside Toolbox w/ Nozzle Storage Rack		\$0
011CSTD		Aluminum Fenders		\$0
012CSTD		Mud Flaps		\$0
014CSTD		Electric / Hydraulic Proportional Boom Control		\$0
016CSTD		Color Coded Sealed Electrical System		\$0
019CSTD		Intuitouch Electronic Package		\$0
020CSTD		Double Acting Hoist Cylinder		\$0
025CASTD		Handgun Assembly		\$0
026CSTD		Ex-Ten Steel Cylindrical Debris Tank		\$0
030CSTD		Flexible Hose Guide		\$0
032CSTD		(2) Nozzles w/ Carbide Inserts		\$0
045CSTD		Suction Tube Storage		\$0
046CSTD		3/4" Nozzle Pipe		\$0
048CSTD		10' Leader Hose		\$0
1001CSTD		Flat Rear Door w/ Hydraulic Locks & 6 O'Clock Port with Hose Holder		\$0
1005CSTD		Stainless Steel Float Shut Off System		\$0
1016CSTD		Horizontal Microstrainer Prior to Blower		\$0
1023CSTD		Lube Manifold		\$0
1024CSTD		Debris Body Vacuum Relief System		\$0
1041CSTD		Debris Body-Up Light and Alarm		\$0
2001CSTD		Low Water Alarm with Water Pump Flow Indicator		\$0
2022CSTD		Water Tank Sight Gauge		\$0
2023CSTD		Liquid Float Body Level Indicator		\$0
3015CSTD		Front Controlled Blower Drive		\$0
3019CSTD		Digital Water Pressure Gauge		\$0
4005CSTD		180 deg. 5ft Extendable Boom		\$0
4006CSTD		Joystick Boom Control		\$0
4010CSTD		Boom Hose Storage		\$0
4017CSTD		Boom Out of Position Light and Alarm		\$0
5002CSTD		35 GPM/3000 PSI Jet Rodder pump		\$0
5010CSTD		Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve		\$0
5011CSTD		3" Y-Strainer at Water Pump		\$0
5012CSTD		Multi-Flow Water System		\$0
5014CSTD		1" Water Relief Valve		\$0
5015CSTD		Midship High Pressure Coupling		\$0
6000CSTD		500'x 3/4" Sewer Hose 3000 PSI Piranha		\$0
6005CSTD		Digital Hose Footage Counter		\$0
6017CSTD		Hydraulic Tank Shutoff Valves		\$0
6019CSTD		Rodder Pump Drain Valves		\$0
6020CSTD		Rotating Hose Reel 3/4" x 500' Capacity 180 Deg. Rotation		\$0
6025CSTD		Hose Wind Guide (Dual Roller) Manual		\$0
7001CSTD		Tachometer / Chassis Engine w/ Hour Meter		\$0
7003CSTD		Water Pump Hour Meter		\$0
7004CSTD		PTO Hour Meter		\$0
7005CSTD		Hydraulic Oil Temp Alarm		\$0
7007CSTD		Tachometer / Blower w/ Hour Meter		\$0
8000CSTD		Circuit Breakers		\$0
8025CSTD		LED Lights Clearance Backup Stop Tail & Turn		\$0
9002CSTD		Tow Hooks Rear		\$0
9003CSTD		Electronic Back-Up Alarm		\$0
9021CSTD		Camera System Rear Only		\$0
P112STD		Module Paint DuPont Imron Elite - Sanded Primer Base		\$0
S390CSTD		6" Vacuum Pipe Package		\$0
S560CSTD		Emergency Flare Kit		\$0
S590STD		Fire Extinguisher 5 Lbs.		\$0
1003C	1	Body Washout	\$2,037	\$1,976
1014C	1	Centrifugal Separators (Cyclones)	\$3,988	\$3,868
1022C	1	Rear Door Splash Shield	\$1,974	\$1,915
2006C	1	Air Purge	\$1,745	\$1,693
3019C	1	Digital Water Level Indicator	\$883	\$857
3021C	1	Digital Debris Body Level Indicator Tied to Vacuum Relief	\$1,215	\$1,179
4011C	1	Bellypack Wireless Controls including hose reel controls	\$3,991	\$3,871

## Impact Sourcewell Price Reference Sheet

Sales Code	Quantity	Description	List Price	Sourcewell Price
4015C	1	180 deg. 5ft Telescoping Boom	\$10,129	\$9,825
R5010CA	1	Second Rodder System Accumulator for Low Pressure Zone	\$2,223	\$2,156
5010C	1	Rodder System Accumulator - Jack Hammer on/off Control @ Hose Reel	\$1,074	\$1,042
5017C	1	Hosereel Freespool Option	\$1,362	\$1,321
6002C	1	500' x 3/4" Sewer Hose 3000 PSI Piranha	\$562	\$545
6014C	1	High Pressure Hose Reel	\$1,968	\$1,909
6019CA	1	Final Filter and Silencer Ball Valve Drains	\$596	\$578
8001CM	1	Rear Directional Control LED Arrowstick	\$2,370	\$2,299
8002CA	1	Wireless Waterproof Rechargeable Handheld LED Spot Light w/12V Charger	\$479	\$464
8020CA	1	10 Light Package 10 Federal Signal Strobe Lights LED	\$2,787	\$2,703
8024C	1	Amber Lights for Flashing Light Package	\$0	\$0
8029CA	1	Worklights (2) Boom	\$1,013	\$982
8029CB	1	Worklights (2) Rear Door	\$804	\$779
8029CC	1	Worklights (2) Driver & Passenger Side LED	\$1,391	\$1,349
8029CD	1	Worklight Manhole	\$867	\$841
9071CAL	1	Toolbox Behind Cab - 14w 36h x 88d - with Lighting	\$4,399	\$4,267
CUST-LOGO	1	Customer Supplied Logos installed	\$1,369	\$1,328
R31933	1	Mirror Mounted LED Strobe Lights w/ Guards	\$3,660	\$3,550
R33977	1	Long Handle Storage (PVC) Mounted Above Back of Cab Toolbox	\$447	\$434
R34037	1	Industrial Grade 6" Elbow	\$1,989	\$1,929
R33975	1	Collapsible Cone Holder	\$397	\$385
R44816	1	Onboard Digital Truck Scale/Weighing System w/ Alarm	\$16,118	\$15,634
R47382	1	Lateral Cleaning Kit w/ 150' Retractable Electric Hose Reel w/ 1/2" Piranha Sewer Hose, 25 GPM @ 2000 PSI. Mounted at Low Curbside	\$6,553	\$6,356
R47404	1	Toolbox to Hold Push Camera Mounted on Streetside	\$3,878	\$3,762
RLEDTB	1	LED Lighting In All Toolboxes	\$585	\$567
L00001	1	5-Gallon Water Cooler & Bracket Mounted Curbside	\$335	\$325
R49352	1	Spgot On Water Tanks for Hand Washing	\$665	\$645
R00001	1	Juke Rod Storage - 12' x 1" Rod	\$613	\$595
R00002	1	Two Additional Mounted Front Strobes	\$2,051	\$1,989
R00003	1	LED Area Lights	\$3,353	\$3,252
R00004	1	Additional Toolbox Mounted On Top of Camera Box	\$1,951	\$1,892
L00002	1	1500 Power Watt Inveter For Camera Mounted Inside Toolbox with GFCI Outlet In Camera Box & Inside Cab	\$3,366	\$3,265
L00003	1	Window Tint Installed on Cab Street, Curb, and Rear Windows	\$526	\$510
L00004	1	One Grease Nozzle and General Nozzle for 1/2" Hose System	\$1,273	\$1,235
L00005	1	Manhole Roller	\$335	\$325
L00006	1	Automatic Lubrication System	\$9,665	\$9,375
L00007	1	6" Air Adapter Tool	\$320	\$310
L00008	1	Go-Light Mounted Curbside	\$1,160	\$1,125
L00009	1	Ram Mount Laptop Stand	\$567	\$550
L00010	1	Big Valve Key Holder	\$779	\$756
R00005	2	Additional Folding Pipe Rack Options	\$3,194	\$3,098
V-LOGO-LOOSE	1	Vactor Logos - Shipped Loose	\$0	\$0
512459A-30	1	Vactor Standard Manuals w/ Cloud Parts	\$157	\$152
EW-V2-NA-2PL	1	Extended Factory Warranty - 2Yrs	\$3,798	\$3,684
FREIGHT	1	Freight	\$4,000	\$3,880
CHASSIS	1	Freightliner M2-106 Chassis	\$109,607	\$109,607
<b>FT</b>		<b>FINAL TOTAL</b>	<b>\$456,152</b>	<b>\$445,756</b>



**Solicitation Number: RFP #101221**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vactor Manufacturing, a division of Federal Signal, 1621 South Illinois St., Streator, IL 61364 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.



Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

#### **1. *Grant of License.*** During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

#### **2. *Limited Right of Sublicense.*** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,



resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. Use; Quality Control.**

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.



#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names



of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.



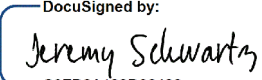
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

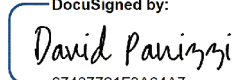
## 22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcwell

Vactor Manufacturing,  
a division of Federal Signal

DocuSigned by:  
  
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12/20/2021 | 11:57 AM PST  
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Date: \_\_\_\_\_

# RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

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## Vendor Details

Company Name:	Elgin Sweeper Co.
Does your company conduct business under any other name? If yes, please state:	Elgin Sweeper Co. Division of Federal Signal and Vactor Manufacturing
Address:	1300 W Bartlett Rd Elgin, IL 60120
Contact:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Phone:	847-622-7153
HST#:	36-2351764

## Submission Details

Created On:	Thursday September 16, 2021 12:18:49
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Submitted By:	David Panizzi
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Transaction #:	5f37a299-5bd6-4ac4-aedf-2f1ad40fd7bc
Submitter's IP Address:	4.28.67.162

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Specifications

Table 1: Proposer Identity & Authorized Representatives

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vactor Manufacturing (a Division of Federal Signal)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vactor Manufacturing; TruVac	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Vactor Manufacturing; TruVac	*
4	Proposer Physical Address:	1621 South Illinois St. Streator, IL 61364	*
5	Proposer website address (or addresses):	www.Vactor.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Panizzi Business Development Manager 1300 West Bartlett Rd dpanizzi@vactor.com 847-622-7153	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Panizzi Business Development Manager 1300 West Bartlett Rd dpanizzi@vactor.com 847-622-7153	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Aligned with Federal Signal, Vector Manufacturing works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with over 55 years of product design and manufacturing experience. Vector Manufacturing is a recognized leader in high quality sewer cleaning and hydro-excavation solutions.
10	What are your company's expectations in the event of an award?	We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in sewer cleaner and hydro excavator designs and product offerings.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Vector is the clear leader of our industry in North America. Our growth over the past 15 years has necessitated two, multi-million dollar factory expansions. The most recent concluding in 2020. Vector is a subsidiary of Federal Signal - a publicly traded company with more than \$1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability. <a href="https://www.federalsignal.com/annual-quarterly-reports">https://www.federalsignal.com/annual-quarterly-reports</a>
12	What is your US market share for the solutions that you are proposing?	Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sewer cleaning and hydro excavation model/technologies, we believe our aggregate market share to be approximately 40%.
13	What is your Canadian market share for the solutions that you are proposing?	Again, we do not have empirical data supporting market share in Canada but our research shows that we have approximately 32% market share across all types of sewer cleaning and hydro excavation technologies.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Vector Manufacturing and Federal Signal Corp. have never been the subject of a bankruptcy action.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-users. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us. While not required, Vector is ISO 9001 and 14001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

Table 3: Industry Recognition &amp; Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Vector Manufacturing received the Chicago Innovation Award for the Paradigm Hydro Excavation unit in 2016.
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 62%
20	What percentage of your sales are to the education sector in the past three years	Less than 1%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Annual sales volumes are unknown.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hampton Roads & Sanitation District (HRSD) member #46762	John "JJ" Jones	(757) 460-7069	*
City of Norfolk, VA member #50228	Steve Patterson	(757) 441-5700	*
City of Wheaton, IL	Sam Webb Fleet Supervisor	630-260-2119	*
Orange County Utilities, member ID 141910	Nathaniel Haney	(407) 883-9574	
City of Chesapeake, member ID 52040	Mike Colgan	(757) 382-3321	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Vactor/TruVac has ten Regional Sales Managers (RSMs) tasked with supporting our dealer's sales efforts. The RSMs set sales targets and are involved in the end-user sales process as needed. The RSMs report to a Director of Municipal/Governmental Sales who reports to a Group level Vice President	*
26	Dealer network or other distribution methods.	Our dealer network consists of 34 dealer entities with over 70 location throughout North America. All dealers are assigned an area of responsibility that cover all of the US, Canada and the US Territories. Total dealer sales reps/territory managers for North American total over 230.	*
27	Service force.	Internally, Vactor/TruVac has an Inside Service organization with eight technical reps that support our dealer's daily need for technical support. We also have four Regional Service and Support Managers (RSSMs) that live and work with specific dealers within their assigned regions to provide warranty support, training, consultation and end-user interaction. All of our internal reps support approximately 225 dealer technicians tasked with providing end-user service.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will order through their local dealer who will, in-turn, place an order with us. Our dealer will be responsible for assisting the member with equipment configuration recommendations and providing a detailed proposal/quotation to the member. Once the sewer cleaner/hydro excavation unit is manufactured and delivered to our dealer, they will be responsible for preparing, delivering, training and supporting the end-user's needs with the equipment. History is showing that Vactor dealers are knowledgeable, experienced and anxious to use our Sourcewell contract.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service starts from the delivery process with equipment installation/operation training. Shortly after delivery, we request a customer satisfaction survey be filled out so we can understand the level of satisfaction from product quality, to dealer support and overall product satisfaction. Any negative responses are recorded and assigned to a field rep for appropriate follow-up. All Vactor Dealers have trained and certified technicians with the vast majority of dealers providing road (go to customer location) service complete with well-equipped service trucks. This allows for quicker support of possible inoperative vehicles. Also, at Vactor we have a 24-hour toll free helpline that is staffed by factory personnel. The objective is to provide an immediate contact and response for both our dealers and end-user customers. Lastly, we support our products with a comprehensive warranty that is provided through our trained dealer network. Our philosophy is that quality products with high-levels of service support will ensure the best value for our customers - this, in turn, will create their desire to continue their business relationship with Vactor and our dealers.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our dealer network allows us to sell and service our products throughout all of North America. Our dealers are assigned geographic areas (or territories) of responsibility that include all states and provinces. The assigned territories are listed in the dealer contract.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We support, service and actively pursue business opportunities with all Canadian entities that use sewer cleaner and/or hydro excavators.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas of the US and Canada	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will service any and all Sourcewell participating entities.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and the US Territories are serviced the same as other states. We have dealers that are contractually assigned these geographic regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We advertise our Sourcewell contract at trade shows, on our public website, on our marketing collateral and at our internal dealer events. We invite our Sourcewell Contract Administrator to attend and participate at our trade shows and internal dealer sales training events. We have facilitated contract training with both our Regional Sales Managers and dealerships. We encourage our dealers to attend and network at Sourcewell sponsored events like GTKU and Sourcewell University.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vactor utilizes a number of social media platforms to inform and communicate with the public and our followers. Our Marketing Communications Group does an excellent job of utilizing these technologies to promote our products and keep our users informed of what's happening. We use Facebook, LinkedIn, YouTube and Twitter to keep users and followers up-to-date with the latest product releases including videos; application specific information, new option availability (to enhance the functionality), and the latest press releases. Our website allows users to connect to information including our Sourcewell relationship and contract information.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to promote our contracts to their membership as a way to simplify the procurement process and that membership understands that contract holders are part of an elite group of product/solution providers that have proven to be reputable and responsive to member's needs. We expect that Sourcewell works to continue to expand membership so that additional entities would be able to experience the benefits for all parties. Our Sourcewell contract is currently well integrated within our sales process. Our RSMs, as well as our dealers, have been trained in using our contract as a preferred method of selling/procuring our products. Our dealers currently have the ability to create Sourcewell compliant proposals/quotes within our on-line configurator and ordering tool. By making a simple selection (check box) within our CPQ tool a dealer sales rep can create a proposal that is compliant with our Sourcewell contract. The tool applies the appropriate pricing, contract information, inserts the approved Sourcewell logo and tracks orders for reporting purposes.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration and ordering tool that our dealers use to configure customers specific units and place orders with us. Our dealers use this on-line tool to prepare Sourcewell compliant proposal/quotes for members and then to place that Sourcewell order upon award.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sewer cleaner/hydro vac as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired. We also offer product model specific maintenance training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.
40	Describe any technological advances that your proposed products or services offer.	Available on our Vactor 2100i combination units we offer a patented Rapid Deployment Boom (RDB). This feature provides for significantly improved productivity in reduced set-up times and also reduces need for operator set-up/breakdown frequency for improved safety and reduced fatigue. Our standard advanced Intui-Touch control system is ergonomically designed that allows for safe and easy interactive control interface. We have also introduced a water-recycler option that again greatly improves productivity while reducing water consumption in the line cleaning process. On our TruVac products we have optional Dig-Right technology (also patented) that allows the operator to set pressure limits to ensure safe digging practices.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Vactor is ISO 14001 certified (environmental management) which speaks to our environmental management commitment at our factory. Also, the water recycler option mentioned in line item 40 provides for significantly reduced water usage. Lastly, all of our units are now single-engine operation which eliminates the need for an auxiliary engine to drive air-flow for cleaning. This significantly reduces emission and need for secondary engine maintenance.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ISO 14001 would be the only third-party issued certification related to environmental management. However, as mentioned above, we are certainly focused on energy efficiency/conservation. I would go as far as saying that we are a leader in developing and providing environmentally beneficial solutions including using alternative fuels such as CNG.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Vactor does not qualify under any of these business headings, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We offer a variety of combination, jetter only or vacuum only sewer cleaner solutions that can be tailored to specific member requirements. We have a large selection of optional content that allows for customization for specific applications as well as the ability to provide specialized (engineered) solutions that may require unique attention/design. Our excavation products also are available in various sizes with the ability to excavate with water or air. Our products are also supported by a seasoned dealer network that is trained with the capability of supporting users throughout North America.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limitation. Standard warranty is for 1 year bumper-to -bumper exclusive of wear items such as nozzles.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Vactor and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Vactor and our dealers. We have been know to assist our end-user by leveraging our contacts with engine and chassis manufacturers and dealers.	*
50	What are your proposed exchange and return programs and policies?	It is extremely rare that we would need to exchange or have a product returned. If one of our sewer cleaners was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their product - that's what we work toward.	*
51	Describe any service contract options for the items included in your proposal.	We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific targeted specials. These are dealer specific.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	To ensure that our products are supported in a timely manner we offer a bumper-to-bumper, 1-year standard warranty (exclusive of wear parts). We have a nation wide/North American service network with all dealer connected via our service network software (providing specific unit service history and service/recall information). We also have a 24-hour hotline to assist both dealers and end-user with diagnosis and troubleshooting information.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Several months after delivery of each new unit we send out a Customer Satisfaction Survey asking for feedback in the areas of product quality, performance, level of satisfaction with their dealer experience and overall product. Any negative mark or comment is recorded and assigned for follow-up. The scores are tallied in the form of a Customer Satisfaction Index (CSI) score. Several quality and service performance measures are tied to the CSI. This helps us understand the voice of the customer and ensures that we are monitoring quality, performance and overall customer satisfaction at the manufacturer level.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Payment terms are established between the Vactor dealer and the Sourcewell member. Generally, this is net 15 or net 30-days. However, our dealers do much of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason. The standard payment terms between our dealer and us is net 30-days.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Again, leasing and financing options are determined between the Vactor dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders fit nicely within our existing process. I am including example document in the upload section.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The payment process for members is a transaction between Sourcewell member and Vactor dealer. I do not believe P-card transactions are used. We (Vactor) do not accept P-card payments from our dealers. We have no hidden or undisclosed costs.	*



Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering our full-line of sewer cleaners and hydro-excavators. Our pricing model is a 3% discount from list price on all Vactor/TruVac manufactured products (and options) exclusive of chassis and freight (from factory to dealer location) costs. We are also offering the rental of our sewer cleaners and hydro-vacs. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcewell member's price. We will also offer used sewer cleaners and hydro-vacs, primarily from our rental fleet. These are generally late model year and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and the Vactor dealer. This allows members a method of obtaining quality equipment at a much lower initial acquisition cost.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For new equipment a 3% discount from list price applies. This discount applies to all Vactor/TruVac manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted to determine appropriate and consistent rental rates. Used equipment pricing will be negotiated and agreed to between member and Vactor dealer.
60	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts may be considered on a case-by-case basis.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Vactor. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our products are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Vactor/TruVac equipment-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sewer cleaners/hydro vacs. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary significantly, we do not provide chassis pricing. Our dealers will provide chassis quote through at the time a Sourcewell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide. Supply of chassis is currently constrained.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery, however, is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the product, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered for our complete line of sewer cleaners and hydro vacs for this Sourcewell proposal is better than what we typically offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Vactor) and is not a line item past on to the member.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering for purchase or rental our full line of combination sewer cleaners, jetters, catch basin (sewer vacuums) and our hydro and air excavation products. This includes multiple sizes/capacities for combination sewer cleaners, truck mounted jetters and catch-basin (vacuum) units. Also, trailer mounted jetters and various sized hydro and air excavation units under our TruVac brand name. Also included is our Liquid Vacuum Tanker (LVT) that is a simple water/sludge pump designed for vacuuming refuse/dirty water, containing and transporting that material.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Combination Sewer Cleaners (various capacities) mounted on appropriately sized class 8 truck chassis; Catch Basin (vac only) units; Truck-Mounted Jetter and trailer-mounted Jetters; Various sized Hydro and Air Excavation units mounted on appropriately sized truck chassis; and Liquid Vacuum Tanker (LVT) trucks.

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full-line of various sized/capacity combination sewer cleaners (2100i-series) also available with alternative fuel. Also straight catch-basin (sewer vacs) units.	*
73	Hydro or air excavation equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full-line of various sized, truck-mounted Hydro and Air excavation units.	*
74	Jetters and rodders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Various sized jetters including both truck and trailer-mounted units.	*
75	Dewatering, mud, trash, and centrifugal pumps	<input checked="" type="radio"/> Yes <input type="radio"/> No	Straight trash pumps are not part of our offering.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our LVT units (TruVac Jackal) can be used in treatment facilities to assist with cleaning.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	Service parts and supplies are not included in our proposal.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	All our products include single button Emergency Stops (E-Stops) at all human-machine interfaces to allow for rapid shutdown of operation. Our Rapid Deployment Boom (RDB) eliminates the need for repeated operator actions for set-up and breakdown throughout the workday. Our Dig-Right technology will automatically control pressure settings to avoid damaging underground utilities that would cause unsafe working conditions. We also have auto Water Shut Off (WSO) on the digging lance on our hydro ex units to provide an extra layer of safety for operators.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Our RDB 10x15 boom, as previously described, significantly improves productivity. Our water recycler option significantly reduces the need to fill-up with fresh water thus providing for greater productive time. The Dig-Right option on our Vacuum Excavators allows greater productivity by automatically adjusting pressures to digging conditions.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

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## Award #7 Supporting Documents 07/10/2025

- [Pricing](#) - Vactor TruVac Pricing files.zip - Monday October 11, 2021 09:49:16
- [Financial Strength and Stability](#) - fss\_2020\_10k.pdf - Thursday October 07, 2021 11:17:49
- [Marketing Plan/Samples](#) - 2021 Vactor Facebook - Sourcewell.pdf - Thursday October 07, 2021 11:19:56
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Vactor and TruVac Warranty.zip - Thursday October 07, 2021 11:23:13
- [Standard Transaction Document Samples](#) - Vactor Transaction example.zip - Thursday October 07, 2021 11:23:02
- [Upload Additional Document](#) - Fed Sig Elgin Vactor-Sourcewell-COI 2022.pdf - Thursday October 07, 2021 11:18:26

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Panizzi, Business Development Manager, Vactor Manufacturing

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

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Award #7 Supporting Documents 07/10/2025

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	<input checked="" type="checkbox"/>	1

CONTRACT EXTENSION

Contract Number: 101221-VTR

Sourcewell	and	Vactor Manufacturing	
202 12th Street Northeast		1621 S Illinois St	
P.O. Box 219			
Staples, MN 56479		Streator, Illinois	61364-3945
(Sourcewell)		(Vendor)	

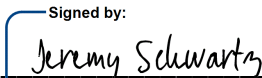
have entered into Contract Number: 101221-VTR  
for the procurement of: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment  
with Related Accessories and Supplies

The Contract has an expiration date of 2025-11-29 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-11-29 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:



C0FD3A139D06489

Authorized Signature

Jeremy Schwartz

Name

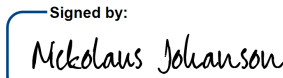
Chief Operating and Procurement Officer

Title

2/7/2025 | 4:26 PM CST

Date

Signed by:



8B6B51224DD74E5...

Authorized Signature

Nickolaus Johanson

Name

Sales and Operations Administrator

Title

2/12/2025 | 11:07 AM CST

Date

**AGREEMENT  
FOR  
FINANCIAL ADVISORY SERVICES  
BETWEEN  
JACKSONVILLE PORT AUTHORITY  
AND  
PFM FINANCIAL ADVISORS LLC**

THIS AGREEMENT FOR **FINANCIAL ADVISORY SERVICES** ("AGREEMENT") is made and entered into this 1st day of June, 2025 by and between the JACKSONVILLE PORT AUTHORITY, a body politic and corporate created and existing under Chapter 2001-319, Laws of Florida, as amended, hereinafter referred to as "**JAXPORT**", and **PFM FINANCIAL ADVISORS LLC**, a Delaware Limited Liability Company licensed to do business in the State of Florida, hereinafter referred to as "**PFM**" and is based on the following facts:

- A. **JAXPORT** issued its Request for Proposal No. **25-02** in order to procure a firm, qualified and interested in providing **FINANCIAL ADVISORY SERVICES** for the Jacksonville Port Authority.
- B. **PFM** submitted its Proposal to **JAXPORT** representing that it is capable of providing the necessary services as contemplated by **JAXPORT's** Request for Proposal No. **25-02**.
- C. **PFM** has been selected by **JAXPORT** as the most qualified to provide the requested services and **JAXPORT** and **PFM** have now reached an understanding with each other regarding the services to be performed, the terms and conditions governing such performance, the compensation to be paid for such services, and consequently desire to set forth their understanding in the form of a written agreement.

IN CONSIDERATION of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE 1  
ENGAGEMENT**

**JAXPORT** hereby engages **PFM** and **PFM** hereby accepts this engagement and agrees to provide **FINANCIAL ADVISORY SERVICES**, according to the provisions, terms and conditions of Request for Proposal No. **25-02**.

**ARTICLE 2  
SCOPE OF WORK**

**PFM** shall provide **FINANCIAL ADVISORY SERVICES** in accordance with **JAXPORT's** Request for Proposal No. **25-02** and in accordance with **PFM** Proposal (the "PROPOSAL") to **JAXPORT** dated **MARCH 25, 2025** both of which are on file in the office of Procurement Services of the Jacksonville Port Authority and which collectively shall be referred to as the "CONTRACT DOCUMENTS".

**ARTICLE 3  
INCORPORATION OF THE CONTRACT DOCUMENTS**

The Contract Documents are hereby specifically incorporated into this AGREEMENT to the same extent as if they were fully set forth herein and accordingly, **PFM** agrees to comply with all conditions stipulated in **JAXPORT's** Request for Proposal No. **25-02** as well as complying with the terms and conditions of its Proposal to **JAXPORT** dated **MARCH 25, 2025**.



#### **ARTICLE 4 TERM**

The term of this AGREEMENT shall commence on **JUNE 1, 2025** thru **MAY 31, 2028** ("Term") with **three (3) additional one (1) year** renewal options available at the sole discretion of **JAXPORT** and based on vendor performance and adherence to all terms and conditions of the Request for Proposal No. **25-02**.

#### **ARTICLE 5 COMPENSATION**

**PFM** shall be compensated as set forth in **JAXPORT's** Request for Proposal No. **25- 02** and **PFM** Proposal to **JAXPORT**, which has been incorporated into and made a part of this AGREEMENT (see "**ATTACHMENT C**").

#### **ARTICLE 6 ASSIGNABILITY**

**PFM** shall not assign or transfer any interest in this AGREEMENT or subcontract any of the work to be performed under this AGREEMENT, unless it has been approved by **JAXPORT** as per specifications of the Request for Proposal No. **25-02**. **PFM** shall not assign or transfer any interest in this AGREEMENT or subcontract any of the work to be performed under this AGREEMENT to any other entity without the prior written consent of **JAXPORT** to such transfer or assignment.

#### **ARTICLE 7 GOVERNING LAW / VENUE / SEVERABILITY**

The rights, obligations and remedies of the parties as specified under this AGREEMENT shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this AGREEMENT be determined to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Litigation involving any aspect of this AGREEMENT shall take place in the state or federal courts located in Jacksonville, Duval County, Florida.

#### **ARTICLE 8 INDEPENDENT CONTRACTOR**

Nothing in this AGREEMENT shall be construed as making **PFM** an employee, servant or agent of **JAXPORT**. **PFM** shall pursue the work under this AGREEMENT as an independent contractor and shall be solely responsible for the method, manner and means to be utilized in rendering the Services, including, but not limited to, the supervision and compensation of its own personnel.

#### **ARTICLE 9 ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of this AGREEMENT and those of the Contract Documents, said conflict shall be resolved by giving precedence to the provisions of this AGREEMENT and the Contract Documents in the following order: (1) amendments to this AGREEMENT (2) this AGREEMENT, (3) addenda to **JAXPORT's** Request for Proposal No. **25-02 "ATTACHMENT A"**, (4) **JAXPORT's** Request for Proposal No. **25-02 "ATTACHMENT B"**, and (5) **PFM** Proposal "**ATTACHMENT C**" to **JAXPORT** dated, **MARCH 25, 2025**.

**ARTICLE 10  
ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by **PFM** and no statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, that are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendments to this AGREEMENT shall be valid and binding only when made in writing and signed by the authorized representative of each of the parties hereto.

**ARTICLE 11  
REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES**

PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. The parties agree that if JAXPORT has designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations provided therein. Verification of independence (as is required under the IRMA exemption) shall be the responsibility of such third party seeking to rely on such IRMA exemption. PFM shall have the right to review and approve in advance any representation of PFM's role as IRMA to JAXPORT.

MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements, which are provided in PFM'S Disclosure Statement delivered to JAXPORT prior to or together with this Agreement.

**ARTICLE 12  
OTHER SERVICES**

Upon request of JAXPORT, an affiliate of PFM or a third party referred or otherwise introduced by PFM may agree to additional services to be provided by such affiliate or third party, by a separate writing, including separate scope and compensation, between JAXPORT and such affiliate or third party. For the sake of clarity, any separate agreement between JAXPORT and an affiliate or third party shall not in any way be deemed an amendment or modification of this Agreement.

**ARTICLE 13  
INFORMATION TO BE FURNISHED TO PFM**

All information, data, reports, and records in the possession of JAXPORT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to PFM. PFM may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy or completeness of such Data.

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK***

IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT in duplicate, the date and year first above written.

**JACKSONVILLE PORT AUTHORITY**

By Eric B. Green  
Eric B. Green (May 28, 2025 08:58 EDT)  
(Signature)

Name **Eric B. Green**

Title: **Chief Executive Officer**

**PFM FINANCIAL ADVISORS LLC**

By M. Hope Scarpinato  
(Signature)

Name M. Hope Scarpinato  
(Please type or print)

Title: Managing Director



# JAXPORT

## Financial Advisory Services

RFP No. 25-20

March 25, 2025

**PFM Financial Advisors LLC**

200 S. Orange Avenue

Suite 760

Orlando, FL 32801

(407) 406-5772

March 25, 2025

**JAXPORT**

Financial Advisory Services

RFP No. 25-20

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## ABOUT PFM

PFM is the marketing name for a group of affiliated companies providing a range of services. All services are provided through separate agreements with each company. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. PFM does not provide tax, legal or accounting advice.

Financial advisory services are provided by PFM Financial Advisors LLC, a registered municipal advisor with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) under the Dodd-Frank Act of 2010. Swap advisory services are provided by PFM Swap Advisors LLC which is registered as a municipal advisor with both the MSRB and SEC under the Dodd-Frank Act of 2010, and as a commodity trading advisor with the Commodity Futures Trading Commission. Additional applicable regulatory information is available upon request.

Consulting services are provided through PFM Group Consulting LLC. PFM's financial modeling platform for strategic forecasting is provided through PFM Solutions LLC.

For more information regarding PFM's services or entities, please visit [www.pfm.com](http://www.pfm.com).



Legal Name of Proposer: PFM Financial Advisors LLC  
Primary Location: 200 South Orange Avenue,  
Suite 760, Orlando, FL 32806  
Phone: 407.406.5772 | Fax: 407.648.1323  
Email: [ScarpinatoH@pfm.com](mailto:ScarpinatoH@pfm.com)  
Contact Person: Hope Scarpinato

March 25, 2025  
Terri Lemon-Scott  
JAXPORT  
2831 Talleyrand Avenue  
Jacksonville, FL 32206

Dear Ms. Lemon-Scott:

PFM Financial Advisors LLC ("PFM") is pleased to submit our proposal to continue serving as financial advisor to the Jacksonville Port Authority (the "Authority", the "Port," or "JAXPORT"). PFM is honored to have served as JAXPORT's financial advisor since 1998 and we hope to continue serving in that capacity. Over the past 27 years we have assisted the Authority with many accomplishments including:

- Long term planning for strategic dredging initiatives including the harbor deepening
- Negotiation and financing of the TraPac Container Terminal and the Blount Island Super Terminal
- Modernizing the senior lien bond resolution; creating a new junior lien bond resolution
- Optimizing refunding opportunities through innovative structures including Cinderella Bonds
- Completion of eight refunding transactions for over 19% NPV savings of refunded par.

**PFM is a Leader in National, Florida and Transportation Finance.**

- Leading financial advisor in the nation for the past 30 years<sup>1</sup>;
- Leading financial advisors in the State of Florida<sup>1</sup>
- Leading transportation advisor<sup>1</sup> with over 20 port clients nationally—we know the full spectrum of available funding sources, and the unique elements of the industry.
- Experienced in evaluating strategic opportunities in light of issuers unique goals and constraints.

**Independence and Commitment.** PFM is committed to providing municipal debt issuers with a full line of independent advisory services. As an independent financial services firm, PFM is not engaged in the trading or underwriting of municipal bonds. PFM does not have a selling group, syndicate, brokerage or business arrangements with financial institutions that underwrite municipal debt. Therefore, PFM is positioned to avoid conflicts of interest that are inherent when investment banking and securities trading firms also provide financial advisory services.

The team will be led by Hope Scarpinato (Primary Contact) who has had the privilege of advising the Port for over 8 years and Jeremy Niedfeldt who adds a wealth of experience advising Florida issuers. We highly value our excellent working relationship with the JAXPORT, and JAXPORT would continue to be a high priority client. We have reviewed the RFP scope of work and understand what will be required of PFM should we be fortunate enough to continue to serve as the Authority's financial advisor. Thank you for your consideration of our proposal.

Sincerely,

Hope Scarpinato  
Managing Director  
PFM Financial Advisors LLC

Jeremy Niedfeldt  
Managing Director  
PFM Financial Advisors LLC

---

<sup>1</sup> IPREO, As of December 31, 2024



## Executive Summary

In the following RFP response, we discuss how PFM's Financial Advisory business is very different from our competitors. While our complete independence is significant and seeks to consistently protect our clients and our firm from potential conflicts of interest, it is our people, technical resources, and experience that are the keys to our success. We are confident that you will find that the breadth of our transportation experience and the depth of our financial planning expertise uniquely qualify us to continue serving JAXPORT with this financial advisory service. The following points highlight some of our qualifications and services:

**Experience Serving JAXPORT.** We are proud of the service we have provided to JAXPORT. Working alongside JAXPORT staff, its engineers, attorneys and other team members, we helped JAXPORT achieve several major accomplishments from the Mitsui-Trapac Project to the financing package to support to the channel dredge which created the opportunity for the new SSA Contract and most recently capacity analysis and credit strategy development to position JAXPORT for market access.

**Transportation and Seaports Leadership.** PFM remains the number one financial advisor overall, and specifically is the top advisor to transportation agencies. In 2024, we brought \$88 billion of transactions to market, \$16.6 billion of which were transportation transactions, which is more than any other financial advisory firm<sup>2</sup>. PFM is on the cutting edge of transportation finance and the development of new and innovative funding options for major infrastructure investments. Specifically, PFM continues to be at the forefront of seaport financing.

**Innovative Team Approach.** We believe advising the public sector carries with it a sacred trust, and our 50-year reputation is built upon our recommendations and ideas. PFM will incorporate our professionals' expertise with long-term financial planning, sophisticated model development, credit rating enhancement strategies, and pricing analysis to advise on the Port's unique financial considerations and to reduce financing costs and risks in ever-changing markets.

**Track Record of Performance.** PFM's financial advisory business continues to provide our clients with what we believe to be highly effective services, as demonstrated by our ranking as the #1 ranked financial advisory firm in the country for the last 30 years and in Florida for the last 24 years<sup>2</sup>. Particularly in Florida, we continue to add clients and have grown our presence to provide clients with the same level of service they expect and deserve.

**Extensive Resources.** We offer the Port a broad range of capabilities in the areas of financial planning, debt structuring, public-private partnerships ("P3s") and bond-pricing expertise. We have developed customized models for capital planning, debt capacity and debt structuring to best meet clients' needs, while our Pricing Group helps ensure the best pricing available—all of which adds value and efficiency to the quality of our services.

**Commitment & Desire.** As the municipal finance industry has contracted, PFM financial advisory business has remained steadfast in our focus on and commitment to our core business practices. We have grown in breadth and depth and made substantial investments to expand our ability to service our clients in new and innovative ways. PFM's long-standing commitment and stability in the industry means JAXPORT can be assured of a high level of continuous service. In addition, it means that we take a long-term view towards protecting our reputation and credibility by carrying out our financial advisory business with high regard for ethical standards, allowing us to avoid problems that have plagued many others in the industry and risks in ever changing markets.

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<sup>2</sup> IPREO, as of December 31, 2024





# **I. Technical Proposal**





PFM is the marketing name for a group of affiliate companies providing a range of services. All services are provided through separate agreements with each company. This material is for general information purposes only and is not to provide specific recommendation. For more information regarding PFM's services or entities, please visit [www.pfm.com](http://www.pfm.com).

- **PFM Financial Advisors LLC:** advises on debt management and portfolio optimization, transaction structuring and execution, capital and financial planning, credit analysis, policy development, and investor relations strategies, among other services. PFM Financial Advisors LLC is a registered municipal advisor with the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").
- **PFM Swap Advisors LLC ("PFMSA"):** PFMSA includes professionals dedicated to advising clients on initiating and managing interest rate swaps, and other derivative products in order to help manage the risk profile of their debt portfolio. PFMSA is registered as a municipal advisor with both the MSRB and SEC under the Dodd-Frank Act of 2010, and as a commodity trading advisor with the Commodity Futures Trading Commission.
- **PFM Group Consulting LLC:** PFM Group Consulting LLC's Management and Budget Consulting practice ("MBC") provides a broad range of services, including multi-year financial planning, consolidating and shared-services analysis, operational and program analysis, revenue maximization, fleet management, workforce analysis, and pension and other post-employment benefits ("OPEB") review and strategies.
- **PFM Solutions LLC:** PFM Solutions LLC provides innovative services and solutions to our clients, such as Synario®, a flexible financial modeling platform designed to produce dynamic, multi-year financial projections to facilitate strategic planning for various industry sectors.

***\*All services are provided through separate agreements with each affiliate.***

**PFM Financial Advisory Team Overview.** PFM creates customized project teams for each engagement, considering numerous factors, including the types of financings completed by a client, complexity of expected assignments, and geographic considerations. For JAXPORT, we have assembled a team to meet the Port's unique objectives for (i) multi-faceted strategic advice rendered with strict independence; (ii) knowledge of the Port's outstanding debt and future objectives; (iii) broad experience processing financings; (iv) sophisticated analytical and financial modeling support and (v) sector level expertise. The team outlined below has demonstrated the ability to work effectively on a wide range of assignments.



The team will be led by PFM Managing Directors **Hope Scarpinato** (Primary Contact) and **Jeremy Niedfeldt**. **Kristina Powell** and **James Kineon** will provide transaction and modeling support. For debt transactions, the head of our pricing group, **Todd Fraizer**, will participate in all pricing related activities. When bond proceed investments or escrow structuring services are relevant, the head of our Structured Products Group, **Matt Eisel** will join the team. Per the directions, we list only the core team below but as a national firm, JAXPORT will have access to the full wealth of knowledge available within PFM and we will continue to augment the team to ensure sector expertise is available, as needed. Our local presence means that three members of our core team are located in Florida. PFM's national presence means that we have vast experience supporting seaport clients and implementing strategic, innovative financial plans and we have the resources to support our clients in achieving the best pricing possible. Complete team bios are provided in **Appendix B**.

Team Member	Role/Responsibility	Background
<b>Hope Scarpinato</b> Managing Director  200 S. Orange Ave., Suite 760 Orlando, FL 32801	Primary Consultant / Day-to-Day Contact	The primary contact for the engagement will be Hope Scarpinato, Managing Director in PFM's Orlando office. She joined PFM in 2011 and co-leads the firm's national Transportation Practice with a focus on seaports and surface transportation. Hope will attend official meetings of JAXPORT, if requested.
<b>Jeremy Niedfeldt</b> Managing Director  200 S. Orange Ave., Suite 760 Orlando, FL 32801	Florida Expertise	Jeremy adds 20 years of experience to the team with extensive Florida and local Jacksonville experience serving as the City's FA since 2005. He will leverage this experience as JAXPORT's FA.
<b>Kristina Powell</b> Senior Managing Consultant  368 9th Ave. New York, NY 10001	Transaction and Modeling Support	Kristina has 9 years of experience supporting transportation issuers. She will provide transaction management support, senior level quantitative analysis and modeling expertise.
<b>James "Jay" Kineon</b> Analyst  200 S. Orange Ave. Suite 760 Orlando, FL 32801	Transaction and Modeling Support	Jay joined PFM as a dedicated transportation analyst in 2024. He will provide quantitative support and transaction support for this engagement.
<b>Todd Fraizer</b> Managing Director  11325 N. Community House Rd., Suite 275 Charlotte, NC 28277	Pricing Group Expertise Resource	Todd has assisted in pricing over 3,000 transactions totaling more than \$750 billion of municipal bonds for PFM clients. He will provide market advice through the pricing process.
<b>Matthew Eisel</b> Managing Director  4350 North Fairfax Dr., Suite 580 Arlington, VA 22203	Pricing Group Structured Projects	Matt's experience is in the structuring, optimization, and procurement of bond proceeds investments, including fixed-income securities and structured investments. He can provide investment advisory under a separate contract, if requested.





## II. Evaluation Criteria

### A. Experience and Professional Accomplishments

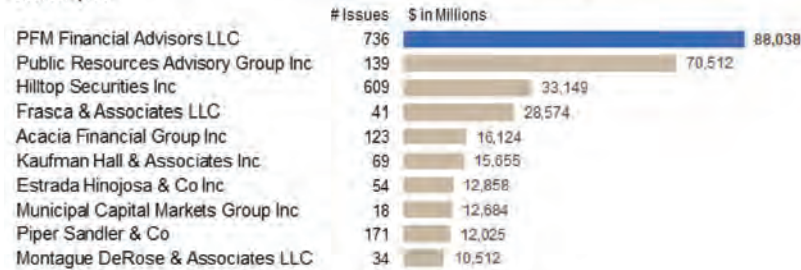
#### 1. Related Experience

**National Practice.** PFM's Financial Advisory business' national reputation and consistent growth are evident in our ranking as the nation's top financial advisor in terms of number of transactions and par amount for 30 straight years. In 2024, we once again achieved this coveted ranking by advising on 736 transactions totaling over \$88.0 billion in principal amount. While our top ranking is noteworthy in and of itself, we believe it is also indicative of the depth of experience and the quality of services that our financial advisory team provides and the reputation of the firm in the market.

#### 2024 Overall Municipal New Issues

Municipal Financial Advisor Ranking - Full Credit to Each Financial Advisor

Source: Ipreo



Ranked by Ipreo in terms of par amount as of December 31, 2024

**Florida Practice.** PFM has the largest financial advisory group in Florida and has been ranked #1 for 24 consecutive years. We have continued to grow our Florida practice, adding clients each year while maintaining a high level of service to our clients. **In 2024, we served as financial advisor in Florida on 72 publicly offered long-term bond issues totaling over \$11.7 billion exemplifying PFM's experience in the issuance of taxable and tax-exempt debt.**

#### 2024 Florida Municipal New Issues

Municipal Financial Advisor Ranking - Full Credit to Each Financial Advisor

Source: Ipreo



Ranked by Ipreo in terms of par amount as of December 31, 2024



PFM opened its first Florida office in 1986 and has been providing independent financial advisory services to Florida issuers for over 35 years. We have developed unmatched expertise and resources to meet the financial needs of our clients. Following is a list of PFM's current Florida clients as of February 2025.<sup>4</sup>

PFM's Florida Clients			
<b>CITIES</b> Alachua • Belle Isle Boca Raton • Boynton Beach Bradenton • Cape Coral • Clermont Cocoa Beach Coconut Creek • Coral Gables Coral Springs • Daytona Beach • DeBary DeFuniak Springs • Delray Beach Deltona • Doral • Fort Lauderdale Fort Meade • Fort Walton Beach Freeport • Gainesville Green Cove Springs • Groveland Haines City • Hallandale Beach Hialeah • Homestead Jacksonville • Jupiter • Jupiter Island Key Biscayne • Key West • Lakeland Lauderhill • Leesburg • Marathon Margate • Madeira Beach • Marco Island Melbourne • Miami • Miami Beach Miramar • Newberry • North Palm Beach North Bay Village • North Miami Beach North Port • Oldsmar • Orlando Orlando • Ormond Beach • Palatka Palm Beach • Palm Beach Gardens Panama City • Panama City Beach Pensacola • Plantation • Pompano Beach Port St. Lucie • Riviera Beach • Sebring Satellite Beach • St. Augustine St. Petersburg • St. Cloud • Sunrise Surfside • Tallahassee • Tamarac Tarpon Springs • Temple Terrace Titusville • Umatilla • Vero Beach West Palm Beach • Weston Winter Haven • Winter Garden Winter Park • Winter Springs	<b>COUNTIES</b> Alachua • Bay • Brevard Broward • Citrus • Clay Collier • DeSoto • Duval Flagler • Hernando Highlands • Jackson • Lake Leon • Marion • Martin Miami-Dade • Monroe Orange • Okeechobee • Osceola Pinellas • Palm Beach • Pasco Polk • Santa Rosa • Sarasota St. Johns • St. Lucie Volusia • Walton  <b>SPECIAL DISTRICTS</b> Amelia National CDD Boggy Creek CDD Greenway Improvement District Everest CMR CDD Lakewood Ranch Stewardship District Longleaf Pine CDD Myrtle Creek Improvement District Midtown Improvement District Olde Florida CDD New Port Tampa Bay CDD North Sumter County Utility Dependent District Poltras East CDD Sumter Landing CDD Sunbridge Stewardship District The Villages CDD Tomoka CDD University Park Recreation District Village of Gulfstream Park CDD	<b>SCHOOL DISTRICTS</b> Alachua • Broward Citrus • Columbia Duval • Flagler Hernando • Lake Manatee • Marion Martin • Miami-Dade Orange • Osceola Palm Beach • Pasco Polk • Putnam Santa Rosa • Sarasota Seminole • Volusia Wakulla • Walton  <b>UTILITIES</b> Clay County Utility Authority East Central Regional Wastewater Treatment Facilities Board Florida Municipal Power Agency Fort Pierce Utilities Authority Gainesville Regional Utilities Jacksonville Electric Authority Orlando Utilities Commission Polk Regional Water Cooperative Tampa Bay Water  <b>OTHER AUTHORITIES</b> Blueprint Intergovernmental Agency East Coast Zoological Society Florida Development Finance Corp. South Florida Water Management District Florida Local Government Finance Commission	<b>TRANSPORTATION</b> Canaveral Port Authority Central Florida Expressway Authority Destin-Ft. Walton Beach Airport Greater Orlando Aviation Authority Jacksonville Aviation Authority Jacksonville Port Authority Lee County Port Authority Melbourne Airport Authority Palm Beach International Airport Pensacola International Airport Sarasota Manatee Airport Authority Tallahassee International Airport Tampa Hillsborough Expressway Authority Port Tampa Bay  <b>STATE OF FLORIDA</b> Division of Bond Finance  <b>HEALTHCARE</b> Brooks Rehabilitation Jackson Health System LifeSouth Community Blood Centers Orange County Health Facilities Authority Winter Park Health Foundation  <b>HIGHER EDUCATION</b> Flagler College Nova Southeastern University Stetson University University of Florida Athletic Association University of South Florida University of West Florida

*Note: Client list is as 2/6/2025 and is for informational purposes only. It does not represent an endorsement or testimonial by clients of PFM Financial Advisors LLC.*

**Port Expertise.** PFM has a dedicated group of specialists who devote significant time to seaport clients. We have one of the largest seaport financial advisory businesses in the country, serving as financial advisor to over 20 seaport and consolidated port clients. Our team brings national and regional port expertise to the Port.

Our experience includes performing extensive long-term financial planning advice and providing ongoing support on a variety of economic and policy initiatives. With our nationwide seaport experience, we know the full spectrum of available funding sources, and we understand the unique elements of the industry.

We work on myriad maritime projects, secured by a variety of funding sources and revenue streams. Issuing bonds is just one component of the financial advice and analysis we provide for our clients, which ranges from debt service modeling to establishing new borrowing liens and much more. We are strong proponents of sound financial planning and have helped many clients develop financial plans for major capital programs.

<sup>4</sup>Client lists presented in PFM's proposal are provided for informational purposes only and does not constitute an endorsement or testimonial by clients.



These transactions included tax-backed bonds and project operating revenue-backed transactions as well as innovative structures such as crane-lease financing, lessee-backed special purpose facility debt, and real estate transactions. **We have worked for ports of all sizes, including the Port of Houston (TX), Port of New Orleans (LA), Port of Vancouver (WA), Port Tampa Bay (FL), Canaveral Port Authority (FL), and the Virginia Port Authority, among others.** PFM is also an active member of the American Association of Port Authorities (AAPA) and presented on Alternative Delivery and P3s at the Finance & Administration Seminar in November 2022. We developed the original Port Financing Module for the Port Investment Toolkit sponsored by AAPA and the United States Maritime Administration.

PFM brings significant nation-wide port experience as reflected in the response to Section 4.06 question 3, in addition to specific East/Gulf Coast Port Expertise as shown to the right.

East/Gulf Coast Port Expertise	
JAXPORT	<ul style="list-style-type: none"> <li>Terminal project financing</li> <li>Revenue Bonds</li> </ul>
Tampa Port Authority	<ul style="list-style-type: none"> <li>Revenue bond financing</li> <li>State infrastructure bank loans</li> </ul>
Port Canaveral	<ul style="list-style-type: none"> <li>Project finance revenue bonds</li> <li>Innovative structure for private partnership</li> </ul>
Port of Houston	<ul style="list-style-type: none"> <li>Preparation of new revenue bond credit</li> <li>Evaluation of partner funding for dredging</li> </ul>
Port of New Orleans	<ul style="list-style-type: none"> <li>New container terminal P3</li> <li>Revenue bond financing</li> </ul>
Virginia Port Authority	<ul style="list-style-type: none"> <li>Acquisition of private terminal development</li> <li>Revenue bond financings</li> </ul>
Port of Wilmington, DE	<ul style="list-style-type: none"> <li>Long-term concession for existing terminals and development of new container terminal</li> </ul>

### Related Transactions Case Studies

While we could provide case studies for comparable seaports, and we do below, we are proud of the work we've been able to accomplish with JAXPORT and would like to highlight the great strides completed by the Port that PFM has been privileged to assist with over our tenure as advisor.

### JACKSONVILLE PORT AUTHORITY

PFM has served as financial advisor to the Jacksonville Port Authority ("JAXPORT") since 1998. During this time, we helped JAXPORT modernize its senior lien bond resolution, create a new junior lien bond resolution, and analyze the financial feasibility of various port initiatives, including lease negotiations and financings for the TraPac Container Terminal at Dames Point. Additionally, we have advised JAXPORT on fifteen debt series.

In the summer of 2018, PFM assisted JAXPORT in the issuance of its Series 2018 Bonds which funded a portion of the harbor deepening project and various capital improvement projects within JAXPORT's five-year plan. The financing was initially structured to be two publicly offered series of bonds, with the Series 2018A (AMT) portion consisting of non-governmental purpose projects, such as the Blount Island Super Terminal, amortized over the first 15 years, and the Series 2018B (Non-AMT) portion consisting of governmental purpose projects, such as the harbor deepening, amortized over the last 15 years. After scenario analysis, it was determined that the JAXPORT would likely benefit from issuing the 2018A (AMT) portion of the financing as a 15-year bank loan, rather than publicly issued bonds. The total debt service benefit from the utilization of a bank loan for the AMT bonds is estimated to be approximately \$540,000. The \$28.9 million Revenue Bonds, Series 2018A (AMT) were structured to close on the same date as the \$42.4 million Revenue Bonds, 2018B (Non-AMT), and contribute to the composite reserve subaccount of the Reserve Account along with the Non-AMT Bonds. The plan of finance in place assisted in securing strong credit ratings and supported successful debt funding while tenant negotiations for the Blount Island Super Terminal remained ongoing.

PFM continued to assist JAXPORT by developing a financial planning model and analyzing the financial implications of potential terms during the new lease negotiation. In March 2019, JAXPORT was able to leverage the new depth to secure a new long-term agreement with terminal operator SSA Marine for the development and operation of a state-of-the-art, \$238.7 million international container terminal at JAXPORT's Blount Island Marine Terminal.





In 2020, PFM assisted in the issuance of the Series 2020 Bonds, a portion of which were “Cinderella” or “Conversion” Bonds, meaning they were originally issued as taxable bonds but could be exchanged for tax-exempt bonds bearing a lower interest rate at a future date. The innovative structure allowed the Port to lock-in the current market yields for a future tax-exempt current refunding. The transaction locked-in net present value (NPV) savings of \$16.9 million or 20% of refunded par (\$6.5 million above what the Port would have realized if they opted to wait until a tax-exempt current refunding could have been completed in 2022).

In 2024, PFM Swap Advisors was engaged to assist in confirming the pricing of a foreign exchange swap embedded in the pricing of new cranes.

Currently, in anticipation of a new financing to support the capital program, we have worked with the Port to develop a credit strategy surrounding this issuance, including an on-sight tour. As part of this strategy, PFM will work with the Authority to ensure JAXPORT benefits from the achievements and developments mentioned in this case study. Our credit strategy for the Port is further discussed in Section D.

## PORT OF NEW ORLEANS

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PFM has served as the financial advisor to the Port of New Orleans (“Port NOLA”) since 2017. Port NOLA is a deep-draft multipurpose port located on the Mississippi River near the Gulf of Mexico and has jurisdiction over 34.5 miles of waterfront on the Mississippi River and the Inner Harbor Navigational Canal. Port facilities include 52 berths, 23.3 million square feet of cargo handling area, six (6) gantry cranes, more than 3.1 million square feet of covered storage area and 1.7 million square feet of cruise terminal and parking facilities.

PFM has assisted Port NOLA with eleven debt transactions over the past five years representing over \$291 million of principal including new money bonds, refunding bonds, refunding direct placements, a credit facility, and a crane lease. In addition to debt transactions, PFM assists in long-term financial planning and developing innovative financing ideas. Currently, PFM is assisting Port NOLA with the evaluation and potential implementation of a public private partnership for a new container terminal. PFM is also advising Port NOLA on a new money and refunding debt issuance planned to price April 1, 2025. PFM led the working group through the transaction management process and assisted in evaluating the intricacies of bringing a new-money seaport revenue credit to market during a time of market volatility and headline risk related to tariffs. Despite the noise, we feel the Port is poised for a successful transaction.

An innovative technique for equipment financing often advantageous for seaports is a subordinate crane lease financing done under a Master Lease Purchase Agreement. In 2021, Port NOLA was seeking \$30 million for new post-Panamax cranes. PFM assisted in securing the financing by facilitating a competitive solicitation for financing proposals with various legal and security structures, including revenue bonds, promissory notes, an equipment lease or a lease purchase agreement, and possibly including a subordinated net revenues pledge. Port NOLA ultimately decided on a fully amortizing 15-year Master Lease Purchase Agreement which provided the most advantageous interest rate, covenants and security.

PFM is currently advising the Port on a new issuance set to pricing early April to support port maintenance projects. The proposed transaction will include three series of bonds for tax-exempt, amt and taxable bonds. PFM worked with the Port to develop a debt structure factoring in the various cost of capital for different tax status debt and minimizing near term debt increases.





## PORT OF HOUSTON

The Port of Houston (the “Port”) is one of the ten largest ports in the US in terms of both containers and overall cargo volume, and the Houston Ship Channel (the “Channel”) supports both the Port as well as immense private oil and gas shipping. The Port first engaged PFM’s financial advisory practice in the summer of 2019. At the time of PFM’s engagement, the Port was preparing to begin its 11<sup>th</sup> ship channel dredging (“Project 11”) and sought an FA to help develop financing strategies and options suitable for the Port’s needs. The improvements planned for Project 11, which was the result of the Port’s multi-year collaboration with the United States Congress and Channel stakeholders, include widening the Channel by 170 feet along its Galveston Bay reach, from 530 to 700 feet, other widening upstream, deepening upstream segments up to 46.5 feet, safety and efficiency improvements and new environmental features.

PFM’s Port finance team spent the next year developing a multi-year financing strategy for Project 11 as well as the Port’s large ongoing capital improvement program. The Port historically had relied only on general obligation debt to finance capital improvements, but GO bonds were not available at the time. A non-recourse revenue security had only been used for an undrawn line of credit note program. PFM worked with the Port to develop a feasible long-term plan of finance including an excel based financing & cash flow planning model, credit rating strategies, and the recrafting of the revenue credit’s master bond indenture to include multiple liens and accommodate a variety of debt types. Credit ratings of AA+ / Aa3 were achieved for the 2021 revenue bonds, some of the highest ratings by any public US port revenue bonds. The strong ratings were based upon the Port of Houston’s strong business attributes, the strategic financial plan, and the new master revenue bond indenture.

The PFM team assisted the Port in planning out a reasonable transaction timeline for a Fall 2021 pricing – giving enough time to introduce the revenue credit to the investor community. With the Port electing to conduct the issuance using a negotiated sale, the PFM team assisted in the drafting and evaluation of a seaport-specific RFP underwriting pool. Further, a scoring matrix was developed to help the Port assess the 35 proposal submissions. With the pool in place, the selected syndicate worked in tandem with PFM’s pricing group to facilitate a highly successful, 11 times oversubscribed, financing that yielded a TIC of 2.77% for the Port’s 30-year revenue bonds.

Most recently, PFM advised on the successful structuring, pricing and issuance of the \$394 million First Lien Revenue Bonds, Series 2023 which financed a portion of the Houston Ship Channel Expansion Project.

## 2. References. Below, we provide three relevant local governmental financing references.

Local Government Agency	Type of Transaction/Relevance	Dates of Service
<b>Port Tampa Bay</b> <b>Michael Poole, CFO</b> <a href="mailto:mpoole@tampaport.com">mpoole@tampaport.com</a> (813) 905-5160	<b>Relevance:</b> Comparable Florida Seaport <b>Recent Transaction:</b> \$50 million Revolving Line of Credit, Series 2025	2007 – Present
<b>Port of New Orleans</b> <b>Ronald Wendel, CFO</b> <a href="mailto:mpoole@tampaport.com">mpoole@tampaport.com</a> (504) 528-3559	<b>Relevance:</b> Advisory on management of large CIP + P3 advisory services <b>Recent Transaction:</b> \$100 million Port Facility Revenue Bonds, Series 2025 (expected pricing April 1)	2017 – Present
<b>Alaska Railroad Corp</b> <b>Michelle Maddox, CFO</b> <a href="mailto:maddoxm@akrr.com">maddoxm@akrr.com</a> (907) 265-2664	<b>Relevance:</b> Complex Negotiation with Private Entity <b>Upcoming Issuance:</b> \$115 million Cruise Port Revenue Bonds, Series 2025	2019 – Present
<b>City of Jacksonville</b> <b>Anna Brosche, CFO</b>	<b>Relevance:</b> Local, large Issuer; Multi-lien and credit structure	1995 – Present



[broschea@coj.net](mailto:broschea@coj.net)  
(904) 255-5354

**Recent Transaction:** \$266 million Special Revenue and Refunding Bonds, Series 2024

## B. Strategic Financial Advisory Approach and Current Market Environment

### 1. JAXPORT Approach

**Plan of Approach.** As a partner with JAXPORT, PFM serves as an extension of the Authority's staff with a long-term relationship in mind. We are not simply transaction oriented, as we are involved at each step along the way to strategically implement policy objectives and goals. This begins with discussions regarding capital needs, budget capacity, and timing of the funding (interim vs long-term). PFM takes an all-encompassing approach, ensuring that the Authority's best interests are the top priority throughout the engagement and during each step of the financing process.

**Strategic Planning.** PFM views financial planning as an essential component of an issuer's overall debt issuance and financing program. We will first work with JAXPORT to understand and **develop financing and debt objectives** to guide the process of making strategic financial decisions. Debt should be issued in accordance with a financing plan that considers the outstanding debt, proposed debt, debt capacity, debt management policies, staff resources, and rating agency criteria. Strategic planning goes into each debt issuance, and involves the following steps and actions:

- Meet with staff to discuss the **overall CIP and near- and long-term objectives**
- Discuss project fundamentals and all anticipated capital needs
- Evaluate the revenues pledged and sources of capital funding
- Present all available funding alternatives, including **interim financing** during the construction period (commercial paper, lines of credit) and **long-term options** (including TIFIA, public bonds, bank loans)
- Identify strengths and challenges so debt can be structured to maximize the Authority's ability to finance future capital needs



During the planning phase, it's critical to analyze JAXPORT's current debt portfolio for structuring flexibility for new projects and refinancing opportunities. **PFM maintains a debt profile** and conducts a thorough review of the Port's existing obligations. We continuously update the debt profile and use it as the framework for analyzing financing alternatives and identifying potential opportunities to refund debt for savings. Our active approach ensures that our clients take advantage of market opportunities and consistently produces significant reductions in interest expense. Following is a summary of the Authority's outstanding debt.



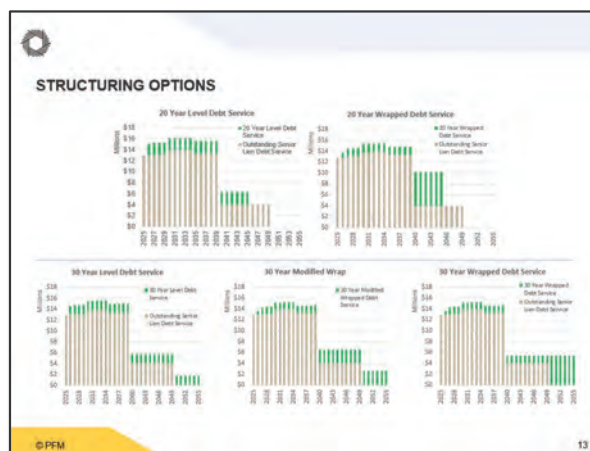
**Jacksonville Port Authority**  
**Outstanding Debt by Series**

	Outstanding Par as of 3/1/2025	Coupon(s)	Final Maturity	Next Call Date
<b>Senior Lien</b>				
Revenue Note, Series 2010	10,794,418	2.69%	11/1/2030	Callable
Revenue Refunding Note, Series 2017	9,875,000	2.25%	11/1/2028	n/a
AMT Revenue Bond, Series 2018A	19,939,000	2.87%	11/1/2033	n/a
Revenue Bond, Series 2018B	42,400,000	5.00%	11/1/2048	11/1/2028
Revenue Refunding Bond, Series 2020A	495,000	2.66%	11/1/2025	n/a
Refunding Revenue Bond, Series 2022	88,870,000	2.10%	11/1/2038	3/31/2030
Sub-Total	172,373,418			
<b>Subordinate Lien</b>				
2014 Tax Exempt Bank Note Crane Purchase	13,620,298	3.04%	11/1/2034	Callable
\$50 million Line of Credit	50,000,000*		n/a	n/a
Sub-Total	63,620,298			
Total	235,993,716			

\*Represents full line of credit capacity, drawn portions may be less.

**Transaction Management.** After supporting the Authority in the development of an optimal plan of finance, PFM will expertly manage the transaction from schedule development through to financing close. Advising some of the largest issuers in the nation, we take pride in our organized and collaborative approach in supporting both the ongoing management of our clients' debt portfolios as well as the efficient execution of transactions to meet specific goals. We believe our approach offers superior service and execution of bond transactions. We are devoted to providing thoughtful advice with the Authority's best interest in mind and supporting management of the Port's debt.

**Structure Debt Service and Recommend Type of Transaction.** We have extensive experience structuring and advising our clients on new money and refinancing transactions with equal success through competitive and negotiated bond sales, as well as private placements and direct purchases. We will run multiple debt service scenarios for the Authority's consideration, such as level debt service compared to principal that is wrapped around existing debt. Sample outputs of scenario analysis are provided below from the January Capacity and Planning materials provided to JAXPORT.



**KEY CREDIT METRICS BY SCENARIO**

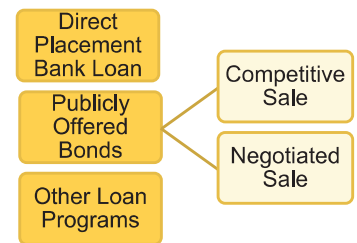
	20 Year Level Debt Service	20 Year Wrapped Debt Service	30 Year Level Debt Service	30 Year Modified Wrapped Debt Service	30 Year Wrapped Debt Service
Per Amount:	29,500,000	31,410,000	26,220,000	28,020,000	28,030,000
Term:	20 Years	20 Years	30 Years	30 Years	30 Years
YIC:	4.04%	4.68%	4.43%	4.47%	4.52%
Total Debt Service:	266,607,887	268,618,887	294,181,137	300,564,637	306,209,687
Average Annual Debt Service (2025-2035)	16,979,348	16,239,144	16,506,303	16,062,757	16,093,189
<b>Senior Lien Coverage</b>					
Minimum (FY 2025)	2.15x	2.10x	2.10x	2.10x	2.10x
Average (2025-2035)	2.38x	2.50x	2.45x	2.52x	2.52x
<b>Appropriate Coverage</b>					
Minimum (FY 2025)	1.87x	1.87x	1.87x	1.87x	1.87x
Average (2025-2035)	2.16x	2.26x	2.23x	2.28x	2.28x
<b>Moody's Leverage (Debt to Operating Revenue)</b>					
Maximum (FY 2026)	3.55x	3.59x	3.54x	3.54x	3.19x
Average (2025-2035)	2.49x	2.57x	2.50x	2.53x	2.23x
<b>Elch Leverage (Debt to CFAOS)</b>					
Maximum (FY 2026)	7.81x	7.88x	7.76x	7.75x	6.72x
Average (2025-2035)	5.15x	5.35x	5.18x	5.25x	4.48x

Depending on the size and length of the financing, PFM will evaluate with the Authority the cost-effectiveness of bank loans vs. the public offering of bonds and other loan programs. Due to our level of



activity in the Florida market, we have accurate knowledge of recent bank pricing and can quickly request indicative rates from competitive lenders. Our market intelligence is invaluable in working with the Authority to evaluate all financing options, including interim financing.

- If a **bank loan** is deemed optimal, PFM will assist the Authority with developing and facilitating an RFP process to identify a lender. Our team keeps an **extensive, current list of active competitive bank loan bidders** and maintains ongoing contact with these banks to monitor any changes that may affect lending appetite and standard market rates. In the selection and approval process, PFM clearly outlines the risks and benefits of the proposed financing options and makes recommendations on the alternative that best meets the Authority's objectives.
- In **negotiated public offerings**, PFM acts as the Authority's liaison with the underwriters as **we lead the working group in efficiently structuring and pricing a sound transaction that best meets the Authority's goals**. When a **competitive sale** is preferred, PFM assists in taking the issue to market, providing support in the bidding process, and uses our contacts with the underwriting community to seek to ensure that the issue receives widespread attention. For both competitive and negotiated sales, we provide updated debt schedules throughout the process based on current market data provided by PFM's Pricing Group and provide our clients with an independent evaluation of the pricing.
- For **other loan programs** such as TIFIA, PFM works with staff and its consultants to ensure that the loans are optimally structured within the guidelines of the program and that interim financing tools are considered in conjunction, which can lower overall borrowing cost.



PFM's role in debt issuance management is to seek the best results possible in a collaborative, organized, and holistic approach and add value whether economically or procedurally at each step of the process. This includes **planning, structuring, marketing and pricing of a transaction**. The full range and scope of debt issuance services are offered by PFM. With our firm and team's significant transaction experience, we will provide the Port with efficient transaction management that delivers successful outcomes in the capital markets.

At PFM, we take pride in our ability to contribute constructively and significantly to the document-drafting process. We work collaboratively with staff and financing team members to ensure **accurate and timely analysis and document drafts**. Our experience and familiarity in working with key participants including banks, lawyers, and rating analysts will further support an efficient process and schedule. Moreover, we are frequently able to contribute significant value that is not only economical but is also helpful in reducing risk and in making difficult objectives workable.

In addition, PFM has extensive experience developing a comprehensive **credit strategy** with a thorough understanding of ratings criteria and peer comparisons. Credit ratings are a major factor in determining the cost of borrowed funds in the municipal bond market and are one of the tools used by investors when purchasing municipal obligations. PFM will advise the Port in crafting a comprehensive credit strategy to present to the credit agencies, the investor community as well as regional stakeholders.

JAXPORT has strong credit ratings of A2 (Moody's) and A (Fitch) supported by diverse revenues, a diverse customer base with strong growth prospects and solid debt service coverage. An overview<sup>5,6</sup> of current credit factors and detailed quantitative analysis and metrics supporting the development of a credit strategy are shown on the next page.

<sup>5</sup> Moody's Rating Methodology - Publicly Managed Ports March 2, 2023. The calculations included in the analysis are based on PFM's interpretation of Moody's rating methodology. Calculation results are estimates only and are subject to change.

<sup>6</sup> Moody's Credit Opinion - Jacksonville Port Authority March 3, 2025. The calculations included in the analysis are based on PFM's interpretation of Moody's rating methodology. Calculation results are estimates only and are subject to change.





## Fitch Rating Overview<sup>7</sup>

Currently rated A (Stable)

Strengths:

- One of the largest general cargo ports with diversity of operations
- DSCs remain at strong levels
- Adequate liquidity and financial flexibility

Weaknesses:

- Susceptibility to fluctuations in the shipping industry and other economic forces
- Additional debt needs to fund CIP that might weaken the port's debt burden

## Moody's Rating Overview<sup>8</sup>

Currently rated A2 (Stable)

Strengths:

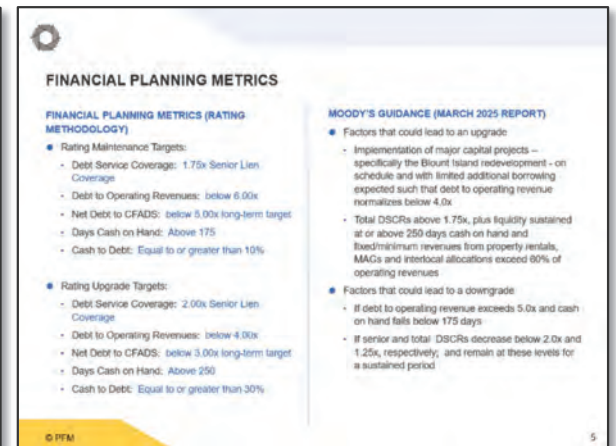
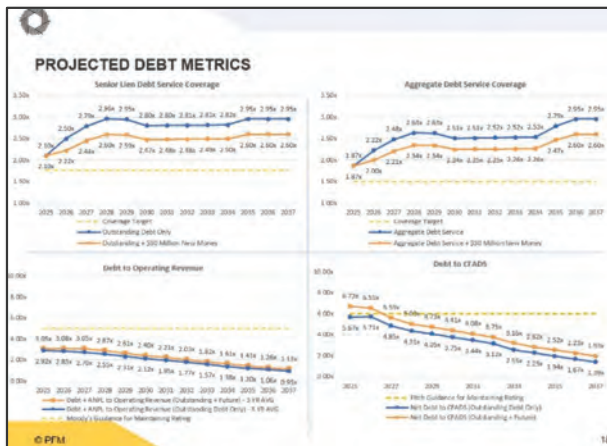
- Strong business diversity
- Solid historical DSCRs
- Above average market position and strong intermodal connectivity

Challenges:

- Minimum revenue guarantees are lower than most Moody's-rated landlord ports
- Significant investment required to develop new greenfield container terminal
- Potential natural disaster can cause physical damage and loss of revenues

	Actual	2024	2025	2026	2027	2028	2029
<b>Operating Revenue</b>							
Total Operating Revenue <sup>(2)</sup>	\$ 89,324	\$ 70,938	\$ 78,614	\$ 84,910	\$ 89,954	\$ 91,176	\$ 91,176
Adjusted Non-Operating Revenues & Interest Income	1,481	1,000	500	500	500	500	500
Gross Revenue	70,800	71,938	79,114	85,410	90,454	91,676	91,676
Less: Operating Expenses (incl. dep. & amort.)	(48,731)	(54,871)	(57,045)	(59,140)	(61,723)	(64,102)	(64,102)
Net Operating Revenue	22,069	17,067	22,069	26,270	28,731	27,574	27,574
Capital Expenditures	(10,054)	(9,881)	(10,055)	(10,000)	(10,000)	(10,000)	(10,000)
Financed Capital Expenditures	(10,054)	(9,881)	(10,055)	(10,000)	(10,000)	(10,000)	(10,000)
Debt Service	(12,873)	(12,885)	(12,885)	(12,840)	(12,840)	(12,840)	(12,840)
Outstanding Senior Lien Debt Service	0	0	1,650	1,804	1,862	1,862	1,862
2017-2020 Senior Lien Debt Service	12,873	12,885	12,885	12,840	12,840	12,840	12,840
Total Senior Lien Debt Service	12,873	12,885	12,885	12,840	12,840	12,840	12,840
Debt Service - Subordinated Obligations	1,000	1,000	1,000	1,000	1,000	1,000	1,000
2017-2020 Senior Lien Debt Service	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Total Aggregate Debt Service	14,443	14,485	14,485	14,539	14,539	14,539	14,539
<b>Debt Service Coverage Ratios</b>							
Outstanding Senior Lien Debt Service Only	2.53x	2.15x	2.22x	2.79x	2.49x	2.85x	2.85x
Outstanding Senior + Subordinated	2.29x	1.87x	2.22x	2.44x	2.50x	2.55x	2.55x
Outstanding + Projected Senior Debt	2.53x	2.15x	2.22x	2.79x	2.49x	2.85x	2.85x
Aggregate Debt (Outstanding Only)	2.29x	1.87x	2.22x	2.44x	2.50x	2.55x	2.55x
Coverage Target	1.75x	1.75x	1.75x	1.75x	1.75x	1.75x	1.75x
<b>Other Debt Metrics</b>							
Debt to Operating Revenue (Outstanding + Future Debt)	2.82x	3.12x	3.10x	2.87x	2.85x	2.40x	2.40x
Debt to AFRS to Operating Revenue (Outstanding + Future)	3.22x	3.85x	3.80x	3.25x	3.21x	2.61x	2.61x
Moody's Coverage for Rating Rating	8.50x	9.50x	9.50x	8.50x	8.50x	8.50x	8.50x
Net Debt to CFADS (Outstanding + Future Debt)	4.98x	6.72x	6.55x	6.55x	6.55x	6.55x	6.55x
Fitch Guidance for Rating Rating	6.20x	6.20x	6.20x	6.20x	6.20x	6.20x	6.20x

Current Rating: A3 (one notch above the scorecard indicated outcome)	Even with an additional \$30 million of debt, the scorecard results in an A2 rating (one notch above the current)
<b>Publicly Managed Ports Sector Methodology Scorecard</b>	
<b>1. Market Position (A3)</b>	
a. Port Size (Operating Revenues \$ mil.)	800-900
b. Service Area and Complexity	A
c. Operational Restrictions	A
<b>2. Liquidity and Coverage (A3)</b>	
a. Operating Revenue Volatility (Three-year rolling average % change)	AAA
b. Current Coverage	AAA
<b>3. Capital Program (A3)</b>	
a. Capital Needs (Operating Losses)	N
<b>4. Key Credit Metrics (A3)</b>	
a. Net Revenue DSCR (Three-year average)	2.84x
b. Debt to Operating Revenue (Three-year average)	2.79x
<b>Rating Considerations</b>	
Key Support for Operations	1
Key Credit to Debt	1
<b>Scorecard Indicated Outcome:</b>	A3



<sup>7</sup>Fitch Rating Action Commentary 4/12/2023 - Fitch Affirms Jacksonville Port Authority, FL's Rev Bonds at 'A'; Outlook Stable

<sup>8</sup>Moody's Credit Opinion 3/3/2025 - Jacksonville Port Authority



In keeping with our ultimate goal of attaining the best pricing in the market for our clients, PFM is the only independent advisor that has a **dedicated pricing desk** that extensively researches and analyzes credit and investor demand and provides our clients with real-time access to market data and insight that is not available to other financial advisors. We provide comprehensive post-sale analysis detailing the results of the pricing and recording the process. We provide more detail about PFM's Pricing Group in section D.2.

Throughout the transaction process, we support team collaboration and efficient execution to drive processes forward while ensuring the Port's best interest is kept in mind.

Transaction Management	
Action	Objective(s)
1. Develop and Monitor Schedule	<ul style="list-style-type: none"><li>• Serve as a plan for timely completion of financing.</li></ul>
2. Analyze Debt Structure Alternatives	<ul style="list-style-type: none"><li>• Design a debt structure that maximizes market interest and future financing flexibility while consistent with debt policy.</li></ul>
3. Review Existing Debt Structure	<ul style="list-style-type: none"><li>• Identify strengths/weaknesses so that future debt issues can be structured to maximize ability to finance future capital needs.</li></ul>
4. Recommend Negotiated or Competitive Sale	<ul style="list-style-type: none"><li>• Tailor debt issue to the most efficient way to market debt and maximize investor interest/minimize interest cost.</li></ul>
5. Assist Issuer with Selection of Working Group Members	<ul style="list-style-type: none"><li>• Select team that can most effectively bring the issue to market.</li></ul>
6. Develop Terms of Financing	<ul style="list-style-type: none"><li>• Ensure credit quality and present terms are attractive to investors to create broad-based interest in the debt.</li><li>• Maximize future flexibility.</li></ul>
7. Review Financing Documents	<ul style="list-style-type: none"><li>• Monitor that all contractual and business terms are reviewed from the issuer's perspective.</li></ul>
8. Develop Marketing Plan	<ul style="list-style-type: none"><li>• Coordinate institutional investor "road show" and/or bond-issue advertising.</li><li>• Assist issuer seeking to maximize underwriter and investor interest.</li></ul>
9. Develop Rating Presentation	<ul style="list-style-type: none"><li>• Obtain highest-possible credit rating available for debt issue.</li><li>• Formulate and implement long-term credit rating strategy.</li></ul>
10. Assist with Sale of Bonds and Evaluate Transaction	<ul style="list-style-type: none"><li>• Assist in obtaining lowest interest rate for given market.</li><li>• Provide written documentation of acceptability of bond sale.</li><li>• Complete pricing analysis.</li></ul>
11. Assist with Bond Closing	<ul style="list-style-type: none"><li>• Assist in the investment of bond proceeds. Review complete compliance with all market and regulatory requirements.</li></ul>

**Structured Products Group.** Subject to a separate agreement, PFM's Structured Products Group ("SPG") provides comprehensive services related to the investment of bond proceeds, including the competitive procurement of structured investments, guaranteed investment contracts, and fixed-income securities for escrows, construction accounts, capitalized interest funds, and reserve funds (subject to separate agreements and fees). PFM's SPG carefully considers each client's investment objectives, permitted investments, liquidity needs, and arbitrage rebate and yield restriction constraints. PFM's SPG draws on live market information from Bloomberg and utilizes a combination of Excel models and portfolio optimization software to develop sample portfolios and breakeven analyses to evaluate with our clients. Based upon the client's feedback, SPG develops a customized investment strategy that may utilize State and Local Government Series ("SLGS"), open-market securities such as Treasury Notes, or a combination of the two.

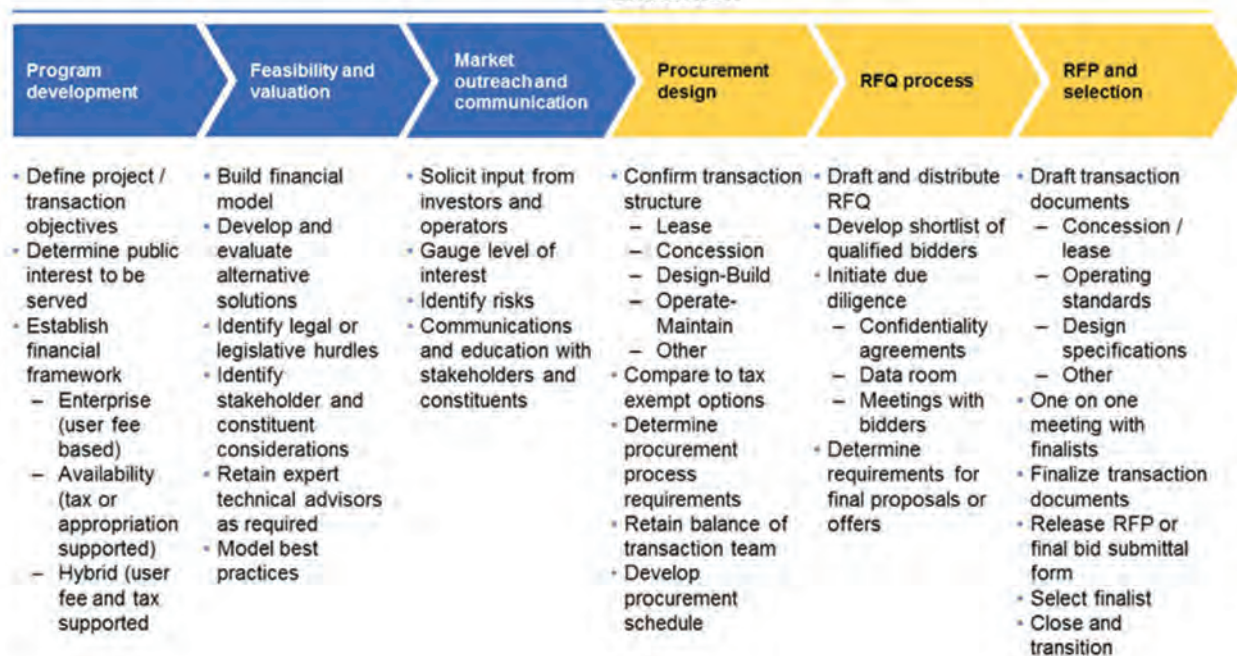


**Public Private Partnerships (P3).** PFM has been at the forefront of P3s since their introduction to the U.S. markets. PFM's experience with P3s incorporates evolving trends, ranging from design-build construction contracts to multi-decade concession agreements that encompass financing, design, construction, O&M, fee setting and revenue sharing. PFM has substantial experience in assisting our clients with developing multi-year and multi-project P3 programs. In our experience, P3s are an extension of project finance and often involve the use of complementary financing strategies such as Transportation Infrastructure Finance and Innovation Act ("TIFIA") loans and Private Activity Bonds ("PABs"). We believe that PFM brings unmatched expertise in project finance, financial feasibility studies and the use of innovative financing strategies as well as the in-depth analytical framework specific to P3 financial structures. We have advised on the negotiation of numerous development agreements and on the financing of billions of dollars of projects.

PFM approaches P3 projects in distinct phases: first, we work with the client to understand project goals and objectives. With these priorities in mind, we identify the suitable delivery method for the project and conduct the appropriate procurement process. PFM typically engages in financial planning from a holistic viewpoint, analyzing every alternative seeking to determine the most effective way to deliver a project on time, within budget and with high structural standards. The schematic below illustrates our approach to project delivery analysis.

### Phase 1. Analysis and Valuation

### Phase 2. Transaction Development and Execution



Part of the decision-making process for analyzing P3s is thorough analysis of the pros and cons of a proposed transaction and answering a number of questions, including: (1) is the cost of the P3 greater than other alternatives, (2) is the private party reputable, well-capitalized and familiar with completing similar projects in the U.S., (3) is the Port truly offloading risk, (4) what is the potential rating impact/how will this be viewed by the rating agencies, (5) what flexibility or control is the Port ceding, and (6) what are the non-quantifiable risks?





## C. Quotation of Rates/Fees

The fees outlined below and in our response to Section 4.06 (questions 6 through 8) are proposed to provide our high standard of financial advisory services. As our existing clients can attest, the ideas and strategies we bring to the table often provide cost savings and other benefits that can far outweigh the cost of our services. Furthermore, all fees are subject to negotiation as PFM's financial advisory team does not want cost to prohibit us from being selected to serve as financial advisor to JAXPORT.

**Fixed Retainer.** In addition to the fee information requested in Section 4.06 (questions 6 and 8), and in lieu of the hourly rates requested in question 7 of Section 4.06, PFM is pleased to offer a retainer meant to fully support JAXPORT for typical non-transaction financial advisory services. We typically negotiate retainer fees for each client based on their anticipated level of non-transaction services and the fees can vary over time as their needs change. We propose a \$30,000 annual retainer, subject to annual adjustment of 2.5% per year.

**Bond Transactions.** Following the establishment of a bond program or security structure, we would propose an estimated fixed fee of \$1.20 per \$1,000 of bonds for implementation of an underwriter selection process and debt issuance, subject to a minimum fee of \$30,000 per issue. Should the duration of the debt execution process and necessary work elements exceed the duration and level anticipated at the outset of the transaction, we would propose to negotiate a revised fee commensurate with the increased level of effort.

PFM will charge a fee for data services related to bond, loan or financial product transactions which will be reflected on transaction invoices. For bond transactions, a data fee of \$0.05 per \$1,000 of bond proceeds, with a maximum data fee of \$5,000, will be charged for each bond issuance transaction. For bank loans and Private Placement bond transactions, a data fee of \$0.025 per \$1,000 of bond proceeds, with a maximum data fee of \$2,500, will be charged for each transaction.

**Special Advisory Projects. Early Issuance Planning & Development for Inaugural Credits / Public Private Partnership (P3) Transactions / Non-Transaction Special Projects:** For professional services related to the planning and development of inaugural bond programs, public private partnership transactions or extensive advisory services not related to the planning, structuring and issuance of particular debt transactions, we would propose to be compensated on an hourly fee basis at the billing rates listed below. For defined tasks or projects falling under this provision, PFM would be happy to work with the Port to establish an estimated not-to-exceed fee based on a predetermined and defined scope of services.

Professional	Hourly Rate
Managing Director	\$450
Director	\$425
Senior Managing Consultant	\$375
Senior Analyst	\$350
Analyst	\$325

For each contract year following the initial contract year (each, individually, a "Subsequent Contract Year"), hourly rates shall be increased by CPI-U (calculated by comparing the "All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average" (the "Index") for the end of month immediately preceding the start of the Subsequent Contract Year and the Index on the date one year prior to that end of month). The greater of zero percent and the percentage change in the Index shall be applied to the hourly fee rate and shall be the hourly fee rate for the applicable Subsequent Contract Year. For example, and for avoidance of doubt, for a Subsequent Contract Year commencing February 1, 2026, the Index in effect on





January 31, 2026, will be compared to the Index in effect on January 31, 2025. The percentage change in the Index will then be applied to increase the hourly rate by a similar percentage.

While we feel these proposed costs represent fair compensation for the value PFM adds, we do not want fees to be an obstacle to working with the Port. If the Port finds any part of this compensation proposal unacceptable, we welcome the opportunity to work with you to negotiate a mutually acceptable compensation structure.

**Additional Services.** Services provided by PFM affiliates which may include structuring and implementation of refunding escrows, debt service reserve and debt service payment fund investment structuring, investment agreement bidding, investment liquidation, interest rate swap pricing and implementation, and other related services are subject to a separate fee to be negotiated in advance at the time of the service with the appropriate PFM affiliate. PFM fully discloses all fees related to any transaction.

In addition to fees for services, PFM will be reimbursed for necessary, reasonable out-of-pocket expenses incurred, including, but not limited to, travel, meals, lodging, telephone, mail, and other ordinary or extraordinary costs such as for graphics, printing, document production (including as required by a subpoena or other legal document or order), data processing and computer time which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided. ***Please be advised that any work performed by a PFM entity other than PFM Financial Advisors LLC would be pursuant to a separately executed engagement letter(s).***



## D. Marketing Approach

### 1. JAXPORT Marketing Approach - Describe your firm's approach to marketing strategic opportunities to potential counterparties.

Strategic opportunities for seaports are vast and varied. At PFM, we partner with our clients to assist in the evaluation of all opportunities presented and actively seek out value additive solutions. In this section we provide just a sample of PFM's comprehensive marketing approach for strategic opportunities.

**PFM's Investor Relations Team.** Due to the demand for and importance of investor outreach strategies, PFM has assembled an Investor Relations team comprised of members who have municipal investor relations experience, gained while working for Fidelity and Vanguard, to assist our clients in developing successful investor outreach programs, the goal of which is to enhance demand for our client's offerings. Subject to a separate agreement, these professionals work side-by-side with our day-to-day financial advisory teams and our Pricing Group to assist PFM's clients in the development and execution of well thought out investor relations strategies. Furthermore, the members of the Investor Relations team have relationships with credit analysts at the major bond funds, ensuring that our advisory teams have up-to-date information with which to guide our strategies.

Advising ports across the nation, we are acutely aware of the buyers of AMT debt. Below we highlight the current holders of the Port's reported bondholders<sup>9</sup> with Allspring Global Investments being the top reported holder. Recent buyers on large AMT transactions have included Fidelity, Mackay Shields, Old Orchard Capital Management, Alliance Bernstein, Blackrock, Massachusetts Financial Services, and PIMCO<sup>9</sup>. We can work with the Port to deepen relationships with prospective investors through investor one-on-one meetings or a broad investor tour in connection with an upcoming transaction. Our research capabilities can help identify top outreach targets including recent buyers and top holders across all debt. In addition, we can provide insights/feedback to the underwriting team to help support the broadest reach of investors that may participate on the Port's bonds and ultimately, help lower borrowing costs for the Port.

Jacksonville Port Authority Top 20 Bondholders							
Rank	Managing Firm Name	Total Held	%	Rank	Managing Firm Name	Total Held	%
1	ALLSPRING GLOBAL INVESTMENTS HLD	\$ 31,990,000	67.31%	11	BANK OF NEW YORK MELLON CORP/THE	\$ 322,857	0.68%
2	WELLS FARGO & COMPANY	\$ 8,125,000	17.10%	12	BAIRD FINANCIAL GROUP, INC.	\$ 322,857	0.68%
3	ASPIRIANT LLC	\$ 2,000,000	4.21%	13	VOYA INVESTMENT MANAGEMENT LLC	\$ 287,500	0.60%
4	ALLIANZ SE	\$ 1,908,334	4.02%	14	ALLIANZ CAPITAL PARTNERS OF AMER	\$ 287,500	0.60%
5	BARINGS LLC	\$ 666,667	1.40%				
6	WELLINGTON MANAGEMENT GROUP LLP	\$ 322,857	0.68%				
7	R4 CAPITAL FUNDING	\$ 322,857	0.68%				
8	LOOMIS SAYLES & COMPANY LP	\$ 322,857	0.68%				
9	INCOME RESEARCH & MANAGEMENT	\$ 322,857	0.68%				
10	BLACKROCK	\$ 322,857	0.68%				
Top 10 % Held 97.43%				Top 20 % Held 100.00%			

### 2. Describe your approach to ensuring JAXPORT receives the best execution of any potential transaction.

**Pricing Group.** PFM's in-house Pricing Group provides pricing resources and negotiation support for PFM's clients nationwide – continually enhancing, expanding and centralizing the firm's bond pricing expertise. The Pricing Group is in the market on behalf of our clients an **average of three times a day**<sup>10</sup> - more than any financial advisor or underwriting firm, to our knowledge. Our Pricing Group works on every

<sup>9</sup> Bloomberg, as of March 19, 2025

<sup>10</sup> IPREO, as of December 31, 2024



seaport transaction on which PFM advises, and understands well the nuances of the AMT market, the relative spread between AMT and Non-AMT bonds, and investor appetite for like credits. Because of our frequency in the market, we understand the context behind transactions – not just the final spreads, but what caused those spreads based on prevailing market conditions on the actual day of pricing.

Highlights and benefits of PFM's Pricing Group include:

- Technical pre-pricing book and support including:** 1) PFM's own price views, independent of the underwriters based on primary market data, comparable transactions as well as secondary market trades 2) Alternate interest-rate scales, for analyzing different couponing structures, bond amortizations, and call features and related trade-offs 3) General market update on municipal bond supply and demand dynamics
- Ongoing Negotiation:** Communicate early and often with the underwriting team, discuss pre-sale marketing strategies to reach target investors, offer our own separate retail and institutional coupon and re-offer yield targets, and ensure that all parties are on the same page
- Order Period and Post-Pricing Support:** Actively monitor the sale, discuss the orders and pricing strategy with the underwriting team, constant feedback to the State, leveraging real-time information from other PFM deals concurrently in the market to inform our price views and negotiation effort, post-sale analysis of the pricing progression, orders and allotments and effectiveness of the overall marketing strategy.



Since PFM does not underwrite municipal securities, our pricing group is completely independent. This independence, combined with our market-leading experience, allows PFM to provide fiduciary information on market trends, investor perspectives and our view on the appropriate structure and pricing for the Authority's bonds for negotiated and competitive sales. PFM's Pricing Group provides centralized access to market information and trends and leverages our knowledge of transactions firm-wide for our clients' benefit. These resources enable us to

provide highly quantitative, current, and relevant market information to the Authority. PFM's Pricing Group uses multiple real-time and general-market data sources, which feed into proprietary models to optimally price clients' bond issues. **We have invested significantly in these pricing resources, and we do not need to canvas other underwriting desks when pricing a transaction as we provide our own market data and recommendations.** PFM believes that we have **unparalleled independent fiduciary resources** to keep our clients up to date on relevant market information, trends and current conditions.



**Approach to Bond Pricings.** Assisting with bond pricing is one of the most critical roles of a financial advisor. Following is a summary of how our **independent Pricing Group** works with the local advisory team to price our clients' transactions and how it benefits our clients.



Pricing Comparables											
Year	Saratoga County (PA)				City of Rochester Springs (CO)				Chester Public Power District (NE)		City of Austin (TX)
Service	10000 System Revenue Source, 2002-2003				130000 System Replacement Revenue Source, 2002-2003				10000 System Revenue Source, 2002-2003		Public Improvement and Maintenance District, 2002-2003
Security	Conditional Infrastructure Tax Concept (Regulated)				Conditional Infrastructure Tax Concept (Regulated)				District & Public Power Revenue Tax Concept (Regulated)		City Revenue Regulated G.O. Tax Concept (Regulated)
Size Type	City Center				City Center				City Center		Regional Area
Financial Advisor	PFM Pro Advisors				Brisi Resources				Borden Capital Group		PFM Pro Advisors
Per Account	1000000				1000000				1000000		1000000
Per Customer	1000000				1000000				1000000		1000000
Per Mile	1000000				1000000				1000000		1000000
Per Mile	1000000				1000000				1000000		1000000
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Per Mile	1000000				1000000				1000000		1000000
Per Mile	1000000				1000000						

**Competitive Sales:** On competitive sales, PFM's pricing advice includes providing our target scales which are used in structuring the transaction. We make recommendations on the terms of sale and bidding provisions in the Notice of Sale (NOS). Bidding parameters should produce not just the lowest TIC, but also the lowest option-adjusted TIC, as different couponing structures can have a significant impact on the TIC for tax-exempt bonds. PFM would ensure that the structure and bidding parameters achieve the Authority's objectives and avoid underwriters submitting low TIC bids that are not as attractive on an option-adjusted basis. In addition to structuring the NOS, our role includes arranging for the electronic bidding logistics, updating the NOS prior to pricing, **marketing the sale to all the underwriting desks that typically participate**, verifying the winning bid, and providing the restructured amortization (if applicable) following pricing.

**Research Group.** PFM's Municipal Advisory Research Group maintains an extensive library of industry publications and reports as well as news resources such as Factiva, Bond Buyer and Thomson Municipal News. In addition to our in-house technical resources, we use nationally recognized market information repositories, including Bloomberg, Ipreo, Refinitiv (Securities Data Corporation), MuniStatements, eMAXX, and Municipal Market Analytics. We also maintain access to the rating agency databases (Moody's, S&P, Fitch), which allows us to retrieve information such as credit/special/criteria reports, municipal financial ratio analysis (MFRA) and press releases. These resources enable us to track municipal new issue pricings, access market interest rate scales, and monitor secondary market trading activity and holders of bonds.



## E. Proximity to the Project

### 1. Location of Office

While PFM is a national firm, we are structured with regional offices so we can provide superior service based on acquired local knowledge. PFM's Orlando Office will have primary responsibility for the engagement and is located approximately 2 hours from JAXPORT at 200 South Orange Avenue, Suite 760 Orlando, Florida 32801. The core team has the time, availability, and resources to provide prompt, sound and quality financial advisory services. We assign a large team to each client with a main senior point of contact that coordinates the engagement. This increases the availability of knowledgeable people able to attend meetings called on short notice.

The size of PFM's Florida and transportation financial advisory practices allow us to serve existing clients and provides the flexibility to take on additional engagements without compromising the quality of the work performed. As a result, JAXPORT can expect unparalleled service and unmatched resource availability from the professionals assigned to this relationship.



## **II. Appendices**



## A. Additional Required Information



- 1. List any financing for which a proposed team member, or the firm, was or is involved as Financial Advisor, that has been or is the subject of an adverse determination by or settlement agreement with the IRS or Treasury, and describe the results therefrom.**

To our knowledge, neither the firm nor any proposed team member has been the subject of an adverse determination by or settlement agreement with the IRS or Treasury.

- 2. Describe the firm's public finance department, including how long it has been in existence and the current number of employees.**

PFM's financial advisory business (established as Public Financial Management, Inc.) was founded in 1975 to provide independent financial advisory services to the public sector. In 2014, as a result of the SEC's new rules for Municipal Advisors (born out of the Dodd-Frank Act of 2010), our firm's corporate structure was reorganized so that municipal advisory services could be delineated clearly from other financial and consulting services. Accordingly, given the regulation of municipal advisory activities, financial advisory services are now offered through PFM Financial Advisors LLC, which commenced operations on June 1, 2016. PFM is a registered Municipal Advisor and maintains a compliance program and procedures in seeking to be fully compliant with all applicable rules and regulations as set forth by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB").

PFM is one of the largest financial advisory teams in the public finance industry, maintaining an expansive national presence. PFM and its affiliates currently have more than 300 employees located in 32 offices and locations across the United States<sup>11</sup>.

PFM Financial Advisors LLC and its affiliates are indirect wholly-owned subsidiaries of a holding company known as PFM II, LLC. This holding company is 100% owned by the firm's Managing Directors, who set the firm's strategic direction and manage specific practice areas.

- 3. A detailed discussion of the firm's experience as financial advisors, preferably with seaports, including experience with revenue and special purpose bonds, bank financing, interest rate swaps, and other hedge type instruments.**

PFM has advised on dozens of bond issues funding billions of dollars of seaport capital improvements. These transactions included tax backed bonds and project operating revenue backed transactions as well as innovative structures such as crane lease financing, lessee backed special purpose facility debt, and real estate transactions. We've worked for ports of all sizes including the Port of Los Angeles, the Virginia Port Authority, Port Tampa Bay, and Canaveral Port Authority, among others. PFM is also an active member of AAPA. We developed the Port Financing Module for the Port Investment Toolkit sponsored by AAPA and the United States Maritime Administration.

The graphic<sup>12</sup> on the next page highlights many of our past and current port clients and some of the services provided to them.

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<sup>11</sup> PFM Internal Database, January 30, 2024

<sup>12</sup> Current and prior Port clients. PFM Financial Advisors LLC commenced operation on June 1, 2016. All transactions prior to this date were affected through Public Financial Management Inc.





<b>Port of San Francisco</b> CFD Special Tax Bonds IFD Tax Increment Historic Building Tax Credit Port Revenue Bonds	<b>Port of Portland</b> Long Term Financing Plan Revenue Bonds Refunding Bonds	<b>Port of Tacoma</b> Long Term Financing Plan Alternative Funding Sources Project Revenue Bonds Refunding Bonds Seaport Alliance P3 Analysis	<b>Massachusetts Port Authority</b> Long Term Financing Plan Revenue Bonds Refunding Bonds Alternative Delivery Analysis	<b>Diamond State Port Corporation (dba Port of Wilmington)</b> Feasibility Analysis Long-term Concession with Container Terminal Development	<b>Philadelphia Regional Port Authority</b> Feasibility Analysis Long Term Financing Plan
<b>Alameda Corridor Transportation Authority</b> Revenue Bonds Refunding Bonds Support Agreements					<b>Maryland Port Administration</b> Long-term Terminal Concession including Capital Expansion
<b>Alaska Rail Road Corporation Seward Cruise Terminal</b> Financing for Replacement Cruise Dock and Terminal					<b>Virginia Port Authority</b> Long Term Financing Plan Project Revenue Bonds Refunding Bonds Terminal Acquisition
<b>Hawaii Harbors Department</b> Long Term Financing Plan Refunding Bonds	<b>Port of Houston</b> Long Term Financing Plan Project Revenue Bonds Funding Agreements Credit Strategies	<b>Port of New Orleans</b> Long Term Financing Plan Privatization Alternative Funding Source FHWA Grants/TIFIA Loans	<b>Port Tampa Bay</b> Long Term Financing Plan Privatization Alternative Funding Source Project Revenue Bonds State DOT Loans/Grants	<b>Port Canaveral</b> Long Term Financing Plan Project Revenue Bonds FHWA Grants/TIFIA Loans State DOT O&M Agreement Letter of Credit	<b>Jacksonville Port Authority</b> Long Term Financing Plan Privatization Alternative Funding Source Project Revenue Bonds

PFM has extensive swap advisory experience through PFM Swap Advisors. We've provided a case study of a relevant transaction below:

### SWAP ADVISORY CASE STUDY

A U.S. public utility engaged PFM Swap Advisors to hedge its foreign exchange (FX) risk related to the purchase of power generation equipment from a European manufacturer. Given uncertainties around the permitting process and delivery schedule, we advised the client to structure a USD/EUR forward contract with a slightly longer tenor than initially anticipated. This approach ensured that if project delays occurred, the client would not be exposed to additional FX fluctuations. PFM also reviewed the contract documentation and negotiated pricing with the counterparty to secure favorable terms.

As the project moved faster than expected, the client needed to unwind the hedge earlier than planned. PFM advised on an offsetting trade to efficiently close out the position while minimizing potential costs and FX risk. This case underscores the importance of proactive FX risk management, particularly in today's volatile market. With ongoing geopolitical uncertainties, tariffs, and shifting monetary policies influencing global currency movements, businesses and public entities must take a strategic approach to hedging FX exposure to protect their financial stability and project viability.



**4. List each bond issue on which the firm has worked in the last two (2) years ending September 30, 2024 and indicate which team member or members worked on the issue.**

PFM has served as the financial advisor on 1,517 municipal bond issuances over the two-year period ending September 30, 2024 with a cumulative par of \$157.4 billion<sup>13</sup>. The proposed team has served on over 68 transactions totaling a par of over \$7.4 billion over the same timeframe<sup>11</sup>.

Given the number of transactions we have limited the transaction lists provided in Appendix C to the project team's experience (separated by new money and refunding transactions). As this greatly reduces the number of transactions as compared to a firmwide listing, we have also provided firmwide experience for identified relevant categories below. Upon request, we would be glad to provide details of the remaining transactions.

- *Transportation Issues:* In the two years ending September 30, 2024, PFM served as financial advisor on 135 transportation related transactions totaling a par of over \$31.3 billion<sup>13</sup>.
- *Florida Issues:* In the two years ending September 30, 2024, PFM served as financial advisor on 127 transactions in the state of Florida totaling a par of \$15.7 billion<sup>13</sup>.

**Please see Appendix C for Transaction Lists.**

**5. List and describe the role played in each tax-exempt advance or current refunding bond issue on which each proposed team member has worked in the two (2) years ending September 30, 2024 for public entities.**

In the two years ending September 30, 2024, members of the proposed team have served as financial advisor on 20 refunding transactions totaling a par amount of over \$2.8 billion<sup>11</sup>. The detailed list of transactions is provided within Appendix C.

**6. Provide your proposed fee structure for issuance and sale of long-term bonds. If the fee structure would differ for revenue refunding bonds, commercial paper notes or other securities also provide those fee structures.**

Below we have provided fees based on \$1,000 of debt proceeds. As the market has evolved and tax reform has impacted structuring decisions for issuers, we've adjusted our pricing methodology to eliminate any potential conflict arising from basing fees on the par amount issued (impacted by discount or premium structures). Our job is to make JAXPORT aware of suitable financial options at its disposal and their potential outcomes. Our goal is to provide JAXPORT with the tools it needs to craft a financing strategy that will lead to the lowest-available cost of borrowing – whether Revenue Bonds, Capital Leases or Revenue Notes. For this reason, we are proposing the same \$1.20 per \$1,000 of debt proceeds fee for each type of debt issuance. Transaction fees are subject to minimum fee of \$30,000.

- A. Revenue Bonds per \$1,000.** \$1.20 per \$1,000 of debt proceeds
- B. Capital Leases per \$1,000.** \$1.20 per \$1,000 of debt proceeds
- C. Revenue Notes per \$1,000.** \$1.20 per \$1,000 of debt proceeds

The compensation schedule is the same for taxable and tax-exempt financings as well as refunding and new money issues, regardless of issuance sale type of competitive or negotiated. Multiple series of bonds such as new money and refunding bonds completed at the same time will be treated as separate transactions. We have attempted to provide fees that are fair and appropriate for the requested scope of services.

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<sup>13</sup> IPREO, as of September 30, 2024



**D. P3 transaction per \$1,000 (Assuming a completed transaction) and/or your hourly rate.**

Fees related to Public Private Partnership (P3) transactions may be negotiated on an individual basis based on the estimated scope of services prior to engagement or at the hourly rates provided in Section C.

- 7. Consulting services, such as those described in Article IV paragraphs 4.03 “SCOPE OF SERVICES” may be requested in situations that do not involve a debt issue or it is in the best interest of JAXPORT to stop delivery prior to completion of a financial transaction. Under such conditions indicate how you would charge such services if the indicated format does not fit your billing structure.**

As described previously, we are proposing a retainer meant to fully support JAXPORT for typical non-transaction financial advisory services. We believe this arrangement has served JAXPORT well for on demand service over the years. However, should JAXPORT not wish to utilize a retainer, all non-transaction financial advisory (consulting) services and financial planning would be billable based on hourly rates. We propose the following hourly rates for the indicated levels of experience or their equivalents.

Professional	Hourly Rate
Managing Director	\$450
Director	\$425
Senior Managing Consultant	\$375
Senior Analyst	\$350
Analyst	\$325

From time-to-time PFM is asked to provide consulting services that are not directly related to debt or typical tasks such as financial planning and rating agency surveillance. Examples include assistance with negotiating tenant lease agreements and public-private partnership arrangements. Such nontraditional tasks can be very time intensive and would be subject to negotiation of a specific scope and budget based on the above hourly rates.

PFM can provide JAXPORT with the full range of services requested in the RFP<sup>14</sup>. The appropriate PFM affiliate will provide services based upon the applicable regulatory regime for such services. The PFM affiliates often work with a variety of fee structures and are open to negotiation of appropriate fee methods and amounts based on the applicable scope of services.

- 8. Indicate the Proposer’s policy regarding out-of-pocket and/or indirect cost expenses including.**

PFM will bill necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. We will adhere to JAXPORT’s reimbursement policies. Upon request of Client, documentation of such expenses will be provided.

<sup>14</sup> PFM does not currently provide arbitrage rebate advisory or monitoring services but will continue to work collaboratively with the firm of the Port’s choosing to facilitate timely and accurate services.

# REQUEST FOR PROPOSAL

RFP No. 25-02



## FINANCIAL ADVISORY SERVICES

**RFP DUE DATE: TUESDAY, MARCH 25, 2025 @ 2:00 PM (ET)**

**Terri Lemon-Scott, Contract Specialist**

[terri.lemon-scott@JAXPORT.com](mailto:terri.lemon-scott@JAXPORT.com)

PROCUREMENT SERVICES

2831 Talleyrand Avenue, Jacksonville, Florida 32206

[JAXPORT.com/procurement/active-solicitations](https://JAXPORT.com/procurement/active-solicitations)

**REQUEST FOR PROPOSAL NO. 25-02**

**FINANCIAL ADVISORY SERVICES  
FOR THE  
JACKSONVILLE PORT AUTHORITY**

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### **REQUESTS FOR DISTRIBUTION SHEETS**

Copies of the Request for Proposal (RFP) distribution records may be requested by contacting Procurement Services.

### **SUBMISSION OF PROPOSALS**

Proposals submitted electronically in advance of the time set for opening will be held in the Trimble Unity Construct (E-Builder) Bidding Portal until **TUESDAY, MARCH 25, 2025 @ 2:00 PM (ET)**. Proposers are fully responsible for submittal of proposals. Reliance upon the computer system's reaction time is at proposer's risk. After the proposal due date/time has passed, the submit button will be disabled. **Late proposals will not be received or considered.**

### **PROPOSAL OPENING PROCEDURES**

Depending on the type of project for which proposals are requested, the items read at the opening will vary. Sealed proposals are not public records subject to disclosure under the Florida Public Records Law until such time as the Jacksonville Port Authority provides notice of a decision or intended decision to award the contract or within thirty (30) days after opening, whichever is earlier (119.07 (3) (m), Florida Statutes). All parts of proposals, including exhibits, are subject to the Public Records Law, and a Proposer may not exclude any portion of the Proposal unless specifically exempted from disclosure by Florida Law. Exemption of financial statements applies only to required submittal for prequalification of bidders on public works projects.

### **REQUESTS FOR PROPOSALS RESULTS OR AWARD OF CONTRACT**

Proposers desiring a copy of the unofficial tabulation sheet from Procurement Services, which will contain only the items considered necessary by JAXPORT, may request a copy be sent to them by facsimile or email, thirty (30) days after the proposal opening date. Proposers wishing to view proposals submitted, subject to the above Public Records requirements, must arrange an appointment by contacting Public Records at (904) 357-3091 or [public.records@jaxport.com](mailto:public.records@jaxport.com). If copies are requested, an appropriate charge will be assessed, and all copies will be made solely at the convenience of JAXPORT. All Proposers will be notified of the intent to award the contract after action by the Jacksonville Port Authority Awards Committee.

### **COMMUNICATION WITH JAXPORT DURING SOLICITATION PROCESS**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any JAXPORT employee concerning any aspect of this solicitation, except in writing to the procurement director or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**REQUEST FOR PROPOSAL NO. 25-02**  
**FINANCIAL ADVISORY SERVICES**  
**FOR THE**  
**JACKSONVILLE PORT AUTHORITY**

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A **MANDATORY** PRE-PROPOSAL CONFERENCE will be held at 10AM (ET) on **TUESDAY, MARCH 4, 2025** via ZOOM Meeting under

**<https://us02web.zoom.us/j/88000606326?pwd=5RKVSnsfirwc79afGal71jldUweTyk.1>**

**MEETING ID: 880 0060 6326 and PASSCODE: 022863**

***Failure to attend the Mandatory Pre-Proposal Conference will  
result in disqualification and rejection of proposal.***

Proposals will be received by the Jacksonville Port Authority (JAXPORT) via Trimble Unity Construct (E-Builder) Electronic Bid Submission until **2:00 PM (ET)**, on **TUESDAY, MARCH 25, 2025**, at which time they will be opened publicly via ZOOM Meeting under

**<https://us02web.zoom.us/j/89122186043?pwd=VvkYkFBs7A3KcGarrHZUQabZjGP7yL.1>**

**MEETING ID: 891 2218 6043 and PASSCODE NO: 363701**

All Proposals must be submitted in accordance with the Specifications of Proposal Number **25-02**, which may be obtained from our website:

**<https://www.jaxport.com/procurement/active-solicitations/>**

**Jacksonville Port Authority**  
**Procurement Services**  
**(904) 357-3065**

**ARTICLE I  
INSTRUCTIONS TO PROPOSERS  
FINANCIAL ADVISORY SERVICES**

**1.01 GENERAL INFORMATION**

The Jacksonville Port Authority is soliciting proposals from “Qualified and Experienced Firms” interested in providing **FINANCIAL ADVISORY SERVICES** and Public Private Partnership Services for the Jacksonville Port Authority (JAXPORT). JAXPORT will accept proposals from qualified proposers on an individual or combined basis: 1) General Financial Advisory Services and 2) Public Private Partnership Advisory Services (P3).

**1.02 MANDATORY PRE-PROPOSAL CONFERENCE**

To ensure that all Proposers are fully informed of the requirements for this contract, a Mandatory Pre-Proposal Conference will be held at **10:00AM (ET) on TUESDAY, MARCH 4, 2025 via ZOOM Meeting** as noted below.

**MANDATORY PRE-PROPOSAL “ZOOM” MEETING:**

***“For your proposal to be considered a representative from your company must attend the meeting.”***  
**<https://us02web.zoom.us/j/88000606326?pwd=5RKVSnsfirwc79afGal71jldUweTyk.1>**

**MEETING ID: 880 0060 6326**

**PASSCODE: 022863**

**1.03 RECEIPT AND OPENING OF PROPOSALS**

JAXPORT will receive Proposals until **TUESDAY, MARCH 25, 2025 at 2:00 PM (ET)** from companies licensed, qualified and interested in providing **FINANCIAL ADVISORY SERVICES**, as per specifications listed on this RFP. These proposals will be publicly opened via “ZOOM” at the stated time and date listed above.

**ZOOM MEETING information:**

*Please join my meeting from your computer, tablet or smartphone.*

**<https://us02web.zoom.us/j/89122186043?pwd=VvkYkFBs7A3KcGarrHZUQabZjGP7yL.1>**

**MEETING ID: 891 2218 6043**

**PASSCODE: 363701**

**1.04 DELIVERY OF PROPOSALS**

Proposals and all required supplemental material listed in Article III (*items to be submitted with Proposal Form*) must be electronically submitted in **PDF format only** through Trimble Unity Construct (E-Builder). Proposal documents submitted through Email or Fax will not be accepted or considered. **JAXPORT no longer accepts any bid packages submitted by mail or hand delivery.** Please visit the JAXPORT’s website at **[www.jaxport.com](http://www.jaxport.com)** for more information and updates.

The PDF file name should read **“RFP 25-02”**. “How to Submit Your Bid Response in Trimble Unity Construct (E-Builder)” is provided as **“Attachment No. 2”**. Additional instructions on how to navigate in Trimble Unity Construct (E-Builder), click the below link to access the **“Bidders Portal Instructional Training Video”**:

**<https://videos.trimble.com/construction/watch/NeQt4akFyjUaS6PhYeyQKw>**



**Bids must be submitted prior to 2:00 PM (ET), TUESDAY, MARCH 25, 2025. The submit button in Trimble Unity Construct (E-Builder) will deactivate at exactly 2:00:00 PM (ET) and you will not be permitted to submit your bid regardless of where you are in the process. Please plan accordingly.**

It is the sole responsibility of the Proposer to have its Proposal submitted to JAXPORT as specified herein on or before the above date and time. For the purpose of the RFP, a proposal is considered delivered when confirmation of delivery is provided by Trimble Unity Construct (E-Builder) and all required documents have been uploaded. Proposers must ensure that its electronic submission in Trimble Unity Construct (E-Builder) can be assessed and viewed at the time of the proposal opening. JAXPORT will consider any file that cannot be immediately accessed and viewed at the time of the Bid Opening (including but not limited to, encrypted files, password protected files, or incompatible files) to be blank or incomplete, as context requires, and therefore, unacceptable. Bidders will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with bid. All expenses for submitting Bids to JAXPORT are to be borne by the Bidder and will not be borne, charged to or reimbursed by JAXPORT in any manner or under any circumstance.

#### **1.05 CONTRACT DOCUMENTS**

The Contract Documents give the description of the work to be done under this Contract. The required qualifications of proposers, other technical information, applicable special conditions, term of the Contract and payment terms are also contained in these documents. The date, time and place of the receipt and opening of proposals are listed in Article 1.02 above.

#### **1.06 EXAMINATION OF CONTRACT DOCUMENTS**

The Proposer is required to carefully examine the sites of the work and the Contract documents. It will be assumed that the Proposer has investigated and is fully informed of the conditions, the character, and quality of work to be performed, any materials and equipment to be furnished, and of the requirements of the Contract documents.

#### **1.07 OBLIGATION OF PROPOSERS**

The Proposer must become fully aware of JAXPORT's requirements for the Contract. Failure to do so will not relieve a successful Proposer of its obligation to furnish the material, equipment and labor necessary to carry out the provisions of the Contract Documents and to complete the work at the prices proposed.

In addition, the Proposer will be held responsible for having examined the details of the proposed scope of work. The Proposer will use its personal knowledge and experience or professional advice as to the character of the proposed work and any other conditions surrounding and affecting the proposed work. The submittal of a Proposal will be construed as evidence that all Proposer obligations have been satisfied and no subsequent allowance will be made in this regard.

#### **1.08 QUESTIONS & ADDENDUM**

Any questions regarding this Request for Proposals (RFP) should be directed to **Terri Lemon-Scott, Contract Specialist** and submitted either by email to [terri-lemon-scott@jaxport.com](mailto:terri-lemon-scott@jaxport.com) or submittal through Trimble Unity Construct (E-Builder). Answers to questions will be released on an Addendum directed to all known prospective proposers registered in the Trimble Unity Construct (E-Builder) website and advertised on JAXPORT's website under Active Solicitations at <https://www.jaxport.com/procurement/>

**The deadline for questions will be FRIDAY, MARCH 7, 2025 by 4:00 PM (ET).**

No interpretation of the meaning of the specifications or other Contract Documents, or corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Proposer orally. Any request for such interpretations or corrections must be made in writing.

Any such request which is not received prior to the above deadline date for questions will not be considered. All such interpretations and supplemental instructions will be in the form of written Addendum to the Contract Documents, which if issued, will be e-mailed to all known prospective proposers. However, it is the responsibility of each Proposer, before submitting its Proposal, to contact Procurement Services at (904) 357-3065 to determine if any Addendum have been issued and to make such Addendum a part of its Proposal. Only the interpretation or correction

so given by JAXPORT in writing will be binding, and prospective proposers are advised that only JAXPORT will give information concerning, or will explain or interpret the RFP Documents.

#### **1.09 PREPARATION OF PROPOSAL**

- A. Proposal will be submitted via Trimble Unity Construct (E-Builder) Electronic Bid Submission per the attached Proposal Form (Article III). All blank spaces must be complete and all the item fields acknowledged prior to submittal. Only the Proposal Form and applicable additional information should be submitted. ***DO NOT SCAN AND SUBMIT ANY OTHER PORTIONS OF THE ORIGINAL JAXPORT PROPOSAL PACKAGE.***
- B. The uploaded Proposals shall contain **no more than twenty-five (25) pages** (excluding staff resumes, covers, required attachments and section separators). Text and figures shall be scanned/printed on 8½ by 11 paper only. Proposals should be prepared and uploaded in the order of the evaluation criteria detailed in Article IV, 4.05 of the RFP, and label each section according to the criteria.
- C. A list of all sub Proposers proposed that are an integral part of the proposal from a technical aspect must be included with detailed information as required in E below.
- D. Information included in a letter of transmittal may not be taken into consideration while reviewing proposals. Only specific project staff resumes (two (2) page limit) should be used. Resumes should not be included for staff that is not assigned to the project work.
- E. Clear statements of experience related to the scope of work should be included for the firm, its management and key staff members proposed. A list of references should also be included. The list of references must include a contact person, phone number, email address and a brief description of services performed.
- F. Included in the twenty-five (25) pages limitation, proposals must contain an Executive Summary of not more than three (3) pages that highlights each of the key areas of the proposal and that summarizes the Proposer's case as to why such proposal should be selected by JAXPORT. Emphasis should be on completeness and clarity of content and ease of locating responses to requested information.
- G. Any information thought to be relevant, but not applicable to the enumerated scope of services, should be uploaded as an Appendix to the Proposal. If publications "box copies" are supplied by a Proposer, the Proposal should include reference to a document number and/or page number of that Appendix material. Proposals not providing this reference will be considered to have no additional material to be considered during the evaluation process.
- H. Included in the twenty-five (25) pages limitation, the Proposer must submit an overall schedule of availability of personnel as such exists at that time. Any significant commitment of listed personnel which could conflict with their availability for this project should be clearly shown.
- I. An authorized representative shall sign the proposal. If an individual makes the Proposal, he or she must sign his or her name therein and state his or her address and the name and address of every other person interested in the Proposal as principal. If a firm or partnership makes the Proposal, the name and address of each member of the firm or partnership must be stated. If a corporation makes the Proposal, an authorized officer must sign the Proposal or agent, subscribing the name of the corporation with his or her own name and affixes the Corporate Seal. Such officer or agent must also state the name of the State, under which the corporation is chartered, and the names and business address of the President, Secretary and Treasurer. If applicable, also provide evidence of registration with the Secretary of State of the State of Florida for doing business in the State of Florida.
- J. Failure to submit all information requested will result in a proposal being considered "non-responsive," and therefore will be rejected.

#### **1.10 RESPONSIBLE PROPOSER CRITERIA**

In considering the responsibility of Proposers, JAXPORT will examine the following factors. Evaluation Criteria should be submitted in sufficient detail to allow proper evaluation of all proposals.

## **Award #8 Supporting Documents 07/10/2025**

- A. Experience and Professional Accomplishments *(35 Points Maximum Score)*
- B. Strategic Financial Advisory Approach and Current Market Environment *(30 Points Maximum Score)*
- C. Quotation of Rates/Fees *(20 Points Maximum Score)*
- D. Marketing Approach *(10 Points Maximum Score)*
- E. Proximity to the Project *(5 Points Maximum Score)*

In this regard, JAXPORT reserves the right to reject any and all Proposals and to waive any non-conformance in Proposals received, whenever such rejection or waiver is in the best interest of JAXPORT.

**Failure to provide requested information listed above may result in the Proposer being ruled non-responsive.**

### **1.11 WITHDRAWAL OF PROPOSAL**

Any Proposal may be withdrawn in Trimble Unity Construct (E-Builder) until the date and time set above for opening of the Proposals. Any Proposal not so withdrawn will, upon opening, constitute an irrevocable offer for one hundred eighty (180) days (or until one or more of the Proposals have been duly accepted by JAXPORT, whichever is earlier) to provide JAXPORT the services set forth in the attached specifications. JAXPORT action on Proposal normally will be taken within sixty (60) days of opening; however, no guarantee or representation is made as to the time between the proposal opening and the subsequent JAXPORT action.

### **1.12 DISQUALIFICATIONS OF PROPOSERS**

Any of the following causes may be considered sufficient for the disqualification of a Proposer and rejection of the Proposal:

- A. Submission of more than one Proposal for the same work by an individual, firm, partnership or corporation under the same or different names. If a company has more than one division, only one Proposal may be submitted for the company.
- B. Evidence of collusion among Proposers.
- C. Incomplete work for which the Proposer is committed by contract which, in the judgment of JAXPORT, might hinder or prevent the Proposer with complying with the requested scope of services under this Contract if awarded to such Proposer.
- D. Being in arrears on any existing agreement with JAXPORT or having defaulted on a previous contract with JAXPORT. For purposes of this section, corporations, partnerships or companies, or firms or other business entities created for the purpose of shielding any individual, firm, Partnership Corporation, or other business entity from the application of this provision may be considered for disqualification.
- E. Items 'C' and 'D' above will be considered by JAXPORT after the opening of Proposals, and, if found to apply to any Proposer, JAXPORT will notify the Proposer that its Proposal will not be considered for an award of the Contract. The Proposer has five (5) business days to appeal in writing this decision to JAXPORT Chief Executive Officer, via Procurement Services, and the decision of the Chief Executive Officer will be final.
- F. Failure to provide the notarized forms, if any, required in the Proposal documents, and any other requirements listed in Article III.
- G. Failure to disclose any disciplinary actions taken or pending against the firm within the past three (3) years.

**Minor irregularities that do not materially affect the Proposal may be waived at the sole discretion of JAXPORT.**

### **1.13 NON-WARRANTY OF RFP INFORMATION**

Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with those making proposals. JAXPORT and its representatives shall not be responsible for any error or omission in the RFP.

#### **1.14 CONTINGENCY FEES PROHIBITED**

By submitting a proposal in response to this RFP, the Proposer warrants that it has not employed or retained a company or person, other than a bonafide employee or sub proposer, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making a contract with JAXPORT.

#### **1.15 REJECTIONS OF IRREGULAR PROPOSALS**

Proposals will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate proposals or other irregularities of any kind. JAXPORT reserves the right to waive any non-conformance or irregularities of proposals, or to reject any or all proposals, in whole or in part, whenever such non-conformance or irregularities are minor and such action is deemed to be in the best interest of JAXPORT.

In this regard, JAXPORT reserves the right to reject any and all Proposals, in whole or in part, and to waive any non-conformance or any other irregularities received in said proposal, to reject any and all request for proposals and to accept the proposal which in its judgment will be in the best interest of JAXPORT.

#### **1.16 PUBLIC ENTITY CRIME**

Pursuant to Chapter 287 of the Florida Statutes, Proposers are required to complete and submit with their proposals a Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes. **Form PEC is provided as “Exhibit B”** for that purpose and must be included with the proposal form at the time proposals are submitted.

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36-months from the date of being placed on the convicted vendor list:

- Submitting a proposal on a contract to provide any goods or services to a public entity;
- Submitting a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting proposals on leases of real property to a public entity;
- Being awarded or performing work as a Proposer, supplier, sub Proposer, or Proposer under a contract with any public entity; and
- Transacting business with any public entity in excess of Category Two threshold amount (\$35,000) provided in section 287.017 of the Florida Statutes.

#### **1.17 DISCRIMINATORY VENDOR LIST**

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- Submit a proposal on a contract to provide any goods or services to a public entity;
- Submit a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submit proposals on leases of real property to a public entity;
- Be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; or
- Transact business with any public entity.
- To view a current list, visit:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

## 1.18 PROPOSERS REPRESENTATION AND AUTHORIZATION

In submitting a proposal, each Proposer understands, represents, and acknowledges the following (if the Proposer cannot certify to any of the following, the Proposer shall submit with its response a written explanation of why it cannot do so).

- The Proposer is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the proposal documents, the Proposer, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Proposer has not, within the last five (5) years, had a delinquent obligation to the State or any other governmental authority, including a claim for liquidated damages under any other contract.
- The proposal submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Proposer or potential Proposer, nor they will not be disclosed before the solicitation proposal opening.
- The Proposer has fully informed JAXPORT in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- The product(s) offered by the Proposer will conform to the specifications without exception.
- The Proposer has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Proposer, the Proposer agrees that it intends to be legally bound to the Contract that is formed with the JAXPORT.
- The Proposer has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The Proposer shall indemnify, defend, and hold harmless JAXPORT and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its proposal.
- All information provided by, and representations made by, the Proposer are material and important and will be relied upon by JAXPORT in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from JAXPORT of the true facts relating to submission of the proposal. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.
- That the Proposer has carefully examined the Scope of Services and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the services needed for the performance of the work, the general and local conditions, all difficulties to be encountered, and all other items which in any way affect the work or its performance.
- That the Proposer is in full compliance with all Federal, State, and local laws and regulations and shall fully comply with the same during the entire term of the contract.



**1.19 E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION**

Proposers are required to complete and submit with their proposals an E-Verify Acknowledgement and Acceptance Form. **Form is provided as “Exhibit C”.** The successful proposer agrees to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the term of this contract. Successful proposers must include in all subcontracts the requirement that subcontractors performing work or providing goods and services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The successful proposer further agrees to maintain records of its participation and compliance and its subcontractor’s participation and compliance with the provisions of the E-Verify program, and to make such records available to JAXPORT upon request. Failure to comply with this requirement will be considered a material breach of the contract.

**1.20 NON-DISCRIMINATION PROVISIONS**

The Proposer will have all state, county and local licenses and permits as may be required by law to perform the described services. The Proposer agrees to comply with all applicable Federal, State and local laws, including the Civil Rights Act 1964, as amended. The Equal Employment Opportunity Clause in Section 202 paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference.

The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled veteran and veterans of the Vietnam Era, is incorporated herein by specific reference.

**1.21 PUBLIC MEETING REQUIREMENTS**

JAXPORT is required to comply with Section 286.011 of the Florida Statutes. Therefore, Evaluation Committee meetings and meetings of the Awards Committee are required to be held in public with sufficient notice made of the time and date of the meeting. All notices of public meetings are posted in the lobby of the Jacksonville Port Authority, 2831 Talleyrand Avenue, Jacksonville, FL 32206 and on JAXPORT’s website at [www.jaxport.com](http://www.jaxport.com).

**1.22 PUBLIC RECORDS**

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

- (a) Keep and maintain public records required by the JAXPORT to perform the services; and
- (b) Upon request from the JAXPORT’s custodian of public records, provide the JAXPORT with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to the JAXPORT; and
- (d) Upon completion of this Contract, transfer to the JAXPORT at no cost all public records in possession of Contractor or keep and maintain public records required by the JAXPORT to perform the service. If Contractor transfers all public records to the JAXPORT upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the JAXPORT upon request from either JAXPORT’s custodian of public records in a format that is compatible with the JAXPORT’s information technology systems.

The above requirements apply to a “Contractor” as defined in Section, 119.0701, Florida Statutes.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE JAXPORT’S CUSTODIAN OF PUBLIC RECORDS AT (904) 357-3091 [public.records@jaxport.com](mailto:public.records@jaxport.com); JACKSONVILLE PORT AUTHORITY, PUBLIC RECORDS REQUEST, 2831 TALLEYRAND AVENUE, JACKSONVILLE, FLORIDA 32206.**

### **1.23 PROTEST PROCEDURES**

Respondents shall file any protest regarding this RFP in writing, in accordance with JAXPORT’s Protest Procedures promulgated on SOP-1215 Procurement Code for the Jacksonville Port Authority, available at <https://www.jaxport.com/procurement>

### **1.24 EX-PARTE COMMUNICATION PROHIBITED**

JAXPORT believes that any ex-parte communication concerning the solicitation, evaluation, and selection process denies all firms submitting proposals fair, open, and impartial consideration. Adherence to procedures which ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement of professional services. Therefore, during the solicitation, evaluation, and selection process, any ex-parte communication between a firm, its employees, agents, or representatives; and JAXPORT, its members, employees, agents, legal counsel, or representatives; other than JAXPORT’s designated representative identified herein, is strictly prohibited. Failure to observe this requirement shall result in rejection of a firm’s proposal. For purposes of this section, the term “ex-parte communication” shall mean any oral or written communication relative to this solicitation, evaluation, and selection process, which occurs outside of an advertised public meeting, pursuant to Section 285.011, Florida Statutes.

This requirement shall not prohibit:

- A. Meetings called or requested by JAXPORT and attended by Proposers/Firms for the purpose of discussing this solicitation, evaluation, and selection process, including, but not limited to, substantive aspects of this RFP;
- B. The addressing of any elected or appointed governing authority of JAXPORT at public meetings advertised and conducted pursuant to, and in compliance with, Section 285.011, Florida Statutes;
- C. The filing and prosecution of a written protest to any proposed award to be made pursuant to this solicitation, evaluation, and selection process, which filing and prosecution shall give notice to all firms. Protest proceedings shall be limited to open public meetings with no ex-parte communication outside those meetings;
- D. Contacts with elected or appointed officials of JAXPORT.

### **1.25 EXECUTION OF THE CONTRACT**

Within twenty (20) days after Notice of Award, the successful Proposer will furnish the required certificates of insurance and any other requirements and enter into a formal agreement with JAXPORT. Failure to execute the Agreement as provided in these documents within twenty (20) days from the date of Notice of Award may be just cause, unless such failure has been caused by JAXPORT, for JAXPORT to annul and void the award. Award may then be made to another Proposer, or the contract may be re-advertised, as in the best interest of both entities. No award will be binding upon JAXPORT until the agreement has been executed by all appropriate parties.

### **1.26 ARTICLE/SECTION HEADINGS**

Article or Section headings offering herein are inserted for convenience only, or reference only, and will in no way be construed to be interpretation of the text of this RFP.



**1.27 ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of the Contract, the provisions of JAXPORT'S Request for Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) Amendments to Contract; 2) Contract **25-02**; 3) Addendum to Proposal; 4) JAXPORT'S Request for Proposal **25-02**; and 5) Proposer's Proposal.

**1.28 VENUE**

The venue of any legal action brought by or filed against JAXPORT relating to any matter arising under this RFP will be exclusively in the appropriate court, sitting in Duval County, Florida that has jurisdiction over such legal action. This RFP will be governed by and interpreted under the laws of the State of Florida.

**1.29 ENTIRE AGREEMENT**

This RFP is the entire agreement of the Parties and the Parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this RFP. Proposer agrees that no representations have been made by JAXPORT to induce the Proposer to enter into this RFP other than as expressly stated in this RFP. This RFP can neither be changed orally, nor by any means other than by written amendments expressly referencing this RFP and signed by all Parties hereto.

**1.30 TAX EXEMPT**

JAXPORT is exempt from State of Florida sales tax. The tax-exempt number is 85-8012544323C-8.

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**ARTICLE II  
GENERAL CONDITIONS  
FINANCIAL ADVISORY SERVICES**

**2.01 DEFINITIONS**

**JAXPORT** - The Jacksonville Port Authority.

**PROPOSAL** - The approved forms on which the Proposer is to submit, or has submitted, its charges for the work contemplated.

**CONTRACT** - The contract consists of the document labeled “Request for Proposal for **FINANCIAL ADVISORY SERVICES** for the Jacksonville Port Authority”, **RFP 25-02** and any Addendum issued before the execution of the Contract; Proposer’s Proposal; and any Modification issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both Parties. The order of precedence of contract documents will be as specified in Article 1.27.

**CONTRACTING OFFICER** - Designated JAXPORT individual who provides JAXPORT Inspector(s) with Contract information and monitors the administration of the Contract to ensure compliance with terms by both JAXPORT and the Proposer. The Contracting Officer is the only individual authorized to make Contract modifications. The Contracting Officer will be the Director of Procurement Services.

**PROPOSER** - Any individual, firm or corporation entering into a Contract to perform the Scope of Services for JAXPORT.

**PROPOSER'S REPRESENTATIVE(S)** - Individual(s) designated in writing by the Proposer at the time of contract award as the only individual(s) authorized to act for the Proposer in all matters, including change orders, modifications to contract terms, quoting of services and provision of estimates for additional services not stated in the scope of services.

**2.02 SCOPE OF SERVICES**

The work to be performed under this Contract is specified in Article IV, Scope of Services, with work to be performed as specified. JAXPORT, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated fee. Changes in the work and the contract fees may only be changed by prior written agreement executed by the parties with proper authorization to do so.

**2.03 TERM OF CONTRACT**

The term of the agreement for these services is intended to be for an initial period of **three (3) years, with three (3) additional, one (1) year renewal options** made at the sole discretion of JAXPORT. JAXPORT will award this contract to one (1) Proposer, who will be the designated Prime Proposer and who will be the single point of contact and will be fully responsible for providing **FINANCIAL ADVISORY SERVICES** to JAXPORT.

**2.04 AWARD OF CONTRACT**

This is an evaluated contract and JAXPORT intends to award a contract to one (1) Proposer receiving the *highest* number of points by submitting the most responsive and responsible proposal that, when evaluated, is deemed to be in the best interest of both entities. JAXPORT will be the sole judge of which proposal is ultimately determined to be in their best interest and its decision will be final. Only those proposals received in a timely manner from Proposers who can provide evidence that they are fully competent, have the requisite experience, organizational and financial capabilities will be considered. JAXPORT reserves the right to accept or reject any or all proposals. JAXPORT assumes no obligation or commitment to make an award to any person or firm submitting a proposal.

At the discretion of JAXPORT's Evaluation Committee, selected Proposers that are determined to be best qualified based upon the evaluation of written responses, may be invited to make presentations of their experience and approach prior to final selection. Such interviews or presentations will be scheduled at JAXPORT's convenience. JAXPORT will not be liable for any costs incurred in connection with such interviews and/or presentations. JAXPORT is not required to contact a Proposer to obtain additional information to evaluate the Proposal.

JAXPORT will make an award based on a Proposer's ability to meet both entities needs and requirements, based on the Responsible Proposer Criteria as shown in **Article 4.05**. Factors used to evaluate each Proposer's response, as well as the weight attributed to each of the factors will vary for each category and are listed in the **Evaluation Matrix - "Attachment No. 1."**

## **2.05 ESCALATION / DE-ESCALATION**

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation based on the average of the previous 12 months percentage of change as listed in the Purchase Price Index related to the industry represented or Consumer Price Index (whichever is appropriate as determine by JAXPORT). JAXPORT reserves the right to decline any price increase request or limit the percentage rate.

## **2.06 CERTIFICATION/PROPOSER QUALIFICATIONS**

Proposer must be a qualified and licensed Firm and have current experience in providing the types of professional services required under this Request for Proposal (RFP). The Proposer must become fully aware of the technical specifications, failure to do so will not relieve a successful proposer of its obligation to provide JAXPORT's requirements for the contract at the price submitted and in accordance with all specifications, terms, conditions and the delivery stated on this RFP.

## **2.07 PAYMENT**

- A. All invoices will reference the Contract No. **25-02**. A copy will be emailed to:

[accounts.payable@jaxport.com](mailto:accounts.payable@jaxport.com)

*or mailed to:*

Jacksonville Port Authority  
Attn: Accounts Payable  
P.O. Box 3005  
Jacksonville, FL 32206-3496

- B. Invoices will be processed following normal JAXPORT payment terms, which are **thirty (30) days net after receipt of an approved invoice**. Special or early payments will not be authorized.
- C. **No payments will be made for per diem charges or travel expenses without prior approval of JAXPORT and in accordance with JAXPORT's Travel Procedures and Guidelines as per attached EXHIBIT D.** The Prime Proposer and any subcontractor must secure written approval from JAXPORT prior to any travel, if the Proposer intends to bill JAXPORT for these expenses.

## **2.08 RESPONSIBILITIES OF THE PROPOSER**

- A. A post award conference, at JAXPORT, will be scheduled after the Contract is awarded, this is when the Proposer will be asked to furnish the certificates of insurance, copies of licenses and other items required by JAXPORT.
- B. The Proposer will provide services as described in the Contract upon receipt of Notification of Award issued by JAXPORT.
- C. The Proposer is responsible for product quality, timely delivery, and responsiveness as listed in Article IV – Scope of Services.

- D. The Proposer will remain liable for all damages to, or incurred by, JAXPORT caused by the Proposer's negligent performance of any of the services furnished under this Contract.
- E. The Proposer represents that it is an independent Proposer and not an employee of JAXPORT, nor are any of Proposer's employees performing services in furtherance of this Contract to be considered employees of JAXPORT. The Proposer is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Proposer will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Proposer.
- F. The Proposer will designate in writing a qualified person(s) to act as its designated representative. The Proposer's Representatives(s) will have authority to act for the Proposer in all matters covered by this Contract.
- G. The Proposer will notify JAXPORT Contact in writing, prior to affecting a personnel change concerning the professional personnel assigned to the Contract. JAXPORT will have the right to reject any personnel assigned to perform work under this Contract.
- H. All personnel employed by the Proposer will be competent, trustworthy and properly trained. The Proposer and its employees will be required to comply with all the applicable regulations of JAXPORT.

## **2.09 RESPONSIBILITIES OF JAXPORT**

- A. At the post award conference, JAXPORT will provide a list of personnel, with phone numbers, who are designated as JAXPORT representatives.
- B. JAXPORT will promptly notify the Proposer, or its designated representative(s), of any problem encountered during the Contract term and will arrange for a meeting to resolve issues.
- C. JAXPORT will provide timely processing of Proposer's invoices, if all the terms of the Contract have been met. In cases where Contract procedures were not followed, every attempt will be made to reach an agreement acceptable to both parties, but JAXPORT will not be liable for costs billed by the Proposer in violation of Contract terms.

## **2.10 INDEMNIFICATION**

Any Contract resulting from this Request for Proposal will include the following provisions:

To the fullest extent permitted by law, the Proposer agrees to indemnify, defend and hold harmless JAXPORT, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Proposer's work or services under this Request for Proposal; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Proposer, Proposer's Subcontractor(s) or anyone directly or indirectly employed or hired by Proposer, or anyone for whose acts Proposer may be liable. JAXPORT reserves the right, but not the obligation, to participate in defense without relieving Proposer of any obligation hereunder.

## **2.11 INSURANCE**

**Prior to commencing Work**, Contractor shall furnish Owner, at its sole expense during the life of the contract, with Certificates of Insurance (COI), and copies of required Endorsements and Forms, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements as set forth below.

**Additional Insured Endorsement** must be submitted with COI document.

Owner shall be included as an additional insured under the Commercial General Liability policy for on-going and completed operations.

**Primary & Non-Contributory Endorsement** must be submitted with COI document.  
Contractors CGL coverage must be Primary and Non-Contributory.

**Waiver of Subrogation** is required for Workers Compensation, CGL, and Auto Liability.  
Waiver of Subrogation Form must be submitted with COI document.

## **1. WORKERS' COMPENSATION/EMPLOYERS' LIABILITY**

Part One – There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act, or any other coverage required by the contract documents, which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two – The minimum amount of coverage required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

- \$100,000 (Each Accident)
- \$500,000 (Disease-Policy Limit)
- \$100,000 (Disease-Each Employee)

## **2. COMMERCIAL GENERAL LIABILITY**

Commercial General Liability Policy with the following minimum limits:

General Aggregate	\$2,000,000
Products Completed & On-going Operations Aggregate	\$1,000,000
Personal and Advertising Injury, Each Occurrence	\$1,000,000
Bodily injury and Property Damage (each occurrence)	\$1,000,000

## **3. BUSINESS AUTO POLICY**

Limit no less than \$1,000,000 per accident for bodily injury and property damage.

Covering any auto (code 1)

If contractor has no owned autos, hired (Code 8)

Non-owned autos (Code 9)

Failure of Contractor to maintain the required insurance shall constitute a default under this Agreement and, at Owner's option, shall allow Owner to terminate this Agreement.

## **4. UMBRELLA LIABILITY**

\$1,000,000 per Occurrence; \$2,000,000 Aggregate

Minimum underlying coverages shall include Commercial General Liability, Automobile liability and Contractors Pollution Liability.

## 5. PROFESSIONAL LIABILITY

The Proposer's / Consultant's insurance shall be on a form acceptable to JPA, and shall cover the Proposer / Consultant for those sources of liability arising out of the rendering or failure to render professional services in the performance of this Agreement, including any hold harmless and/or indemnification agreement.

The minimum limits to be maintained by the Proposer / shall be \$1,000,000 per occurrence or claim, and \$1,000,000 in the aggregate. The Proposer / Consultant shall provide and maintain such professional liability insurance from the inception of its services, and until at least three (3) years after completion of all services required under this Agreement. Prior to commencement of services, the Proposer / Consultant shall provide to JPA a certificate or certificates of insurance, signed by an authorized representative of the insurer(s) evidencing the insurance coverage specified in the foregoing Articles and Sections. The required certificates shall not only name the types of policies provided, but shall also refer specifically to this Agreement and Article, and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is provided as required by such paragraphs of this Agreement.

**Cross-Liability Coverage:** If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**Sub-Contractor's Insurance:** Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified in this agreement. When requested by Owner, Contractor shall furnish to Owner copies of certificates of insurance evidencing coverage for each subcontractor.

**Failure of Contractor** to maintain the required insurance shall constitute a default under this Agreement and, at Owner's option, shall allow Owner to terminate this Agreement.

**Failure of Owner** to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Owner to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

**No Representation of Coverage Adequacy:** By requiring the insurance as set out in this Agreement, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to Owner in this Subcontract.

If the Contractor/Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor/consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

### 2.12 PERMITS AND LICENSES

All licenses necessary to carry out the delivery will be secured and paid for by the Proposer and remain in effect throughout the duration of the Contract. If the Proposer allows unlicensed personnel to perform work on JAXPORT facilities, the Contract will be terminated immediately.

### 2.13 PERFORMANCE BOND REQUIREMENT – *Not Required*

### 2.14 TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the successful Proposer/Firm, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, JAXPORT shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful Proposer of such termination which shall become effective upon receipt by the successful Proposer of the written termination notice.



In that event, JAXPORT shall compensate the successful Proposer in accordance with the Agreement for all services performed by the Proposer prior to termination, net of any costs incurred by JAXPORT as a consequence of the default.

Notwithstanding the above, the successful Proposer shall not be relieved of liability to JAXPORT for damages sustained by JAXPORT by virtue of any breach of the Agreement by the Proposer, and JAXPORT may reasonably withhold payments to the successful Proposer for the purposes of set off until such time as the exact amount of damages due to JAXPORT from the successful Proposer is determined.

#### **2.15 TERMINATION FOR CONVENIENCE**

JAXPORT may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful Proposer of such termination, which shall become effective thirty (30) days following receipt by Proposer of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to JAXPORT. If the Agreement is terminated by JAXPORT as provided in this section, JAXPORT shall compensate the successful Proposer in accordance with the Agreement for all services actually performed by the successful Proposer and reasonable direct costs of successful Proposer for assembling and delivering to JAXPORT all documents. No compensation shall be due to the successful Proposer for any profits that the successful Proposer expected to earn on the balance of the Agreement. Such payments shall be the total extent of JAXPORT's liability to the successful Proposer upon a termination as provided for in this section.

#### **2.16 ASSIGNMENT**

Due to the additional administrative burden placed on JAXPORT, the Proposer will not assign or otherwise transfer its rights under the Contract, without the express written consent of JAXPORT.

#### **2.17 FORCE MAJEURE**

- A. Performance of this RFP by both JAXPORT and the Proposer will be pursued with due diligence in all requirements hereof; however, neither JAXPORT nor the Proposer will be considered in default in the performance of its obligations under this RFP to the extent that such performance is prevented or delayed by causes not within the control of either Party and not foreseeable or, if foreseeable cannot be avoided by the exercise of reasonable care, including, but not limited to, acts of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; riot; insurrection; inability to secure approval, validation or sale of bonds; inability to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; pandemics; endemics; fires; floods; strikes; lockouts; or collective bargaining. Upon any delay resulting from such cause the time for performance of each Party hereunder (including the payment of monies if such event prevents payment) will be extended for a period necessary to overcome the effect of such delays.
- B. In case of any delay or nonperformance caused by the above causes, the Party effected will promptly notify the other in writing of the nature, cause, date of commencement and the anticipated extent of such delay, and will indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be affected by that.

#### **2.18 NON-WAIVER**

Failure by either Party to insist upon strict performance of any of the provisions of this RFP will not release either Party of any of its obligations under the RFP.

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK***

**ARTICLE III  
PROPOSAL FORM  
FINANCIAL ADVISORY SERVICES**

**PROPOSER'S NAME:** \_\_\_\_\_

The following checklist is provided for convenience. The Proposer should carefully review the submittal requirements in the RFP and submit all information requested.

1. Proposal Form (*Article III, Page A3-1 to A3-2*)
2. Experience and Professional Accomplishments;
3. Strategic Financial Advisory Approach and Current Market Environment;
4. Quotation of Rates/Fees;
5. Marketing Approach;
6. Proximity to the Project;
7. Evidence that the Firm is Licensed to do Business in the State of Florida
8. Acknowledgement of Addenda (*if any*)
9. Conflict of Interest Certificate (Exhibit "A")
10. Sworn Statement of Public Entity Crimes (Exhibit "B")
11. E-Verify Compliance Form (Exhibit "C")

**PROPOSER'S CERTIFICATION**

**1) 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 these Contract Documents 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 JAXPORT in advance of the site visit.
- B. That every aspect of its submitted Proposal, including the Contract Price, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JAXPORT. JAXPORT 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 JAXPORT assumes the responsibility.
- C. That the individual signing the proposal is a duly authorized agent or officer of the firm. Proposals 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 must be submitted with the proposal. 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 must be submitted with the proposal. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of submission of the proposal.
- D. 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

services. 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 JAXPORT of status change.

- E. That it read understands and will comply with Article 1.16, Public Entity Crime “Exhibit B” and Conflict of Interest Certificate “Exhibit A” of these instructions to Proposers.

**PROPOSER’S ATTESTATION**

**Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_ I hereby attest, as the Bidder’s authorized agent, that Firm is not owned, an affiliate of, or substantially controlled or influenced by the government of a foreign country of concern as defined below.

Under Florida Statutes, JAXPORT, like all state agencies and local government entities, is prohibited from entering into any contract or agreement with a foreign country of concern, which has been defined as “the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.”

**PROPOSER’S ACKNOWLEDGEMENT**

I hereby acknowledge, as Proposer’s authorized agent, that I have fully read and understand all terms and conditions as set forth in this Proposal, I have met the minimum requirements (**See Article IV, Paragraph 4.02**), and will fully comply with such terms and conditions.

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

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

Proposer is a (*check one*): \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual

Authorized Agent’s Name: \_\_\_\_\_

Authorized Agent’s Signature: \_\_\_\_\_

Authorized Agent’s Title: \_\_\_\_\_

Authorized Agent’s Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Federal Identification Number : \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

***Failure to provide above information may be grounds for rejection of Proposal.***

**REQUEST FOR PROPOSAL 25-02  
FINANCIAL ADVISORY SERVICES**

**NO PROPOSAL FORM**

If your firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return it to:

**Jacksonville Port Authority  
Procurement Services  
FAX: (904) 357-3077**

***OR***

**[terri.lemon-scott@jaxport.com](mailto:terri.lemon-scott@jaxport.com)**

We are unable to submit a proposal at this time due to the following reasons:

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Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

## **ARTICLE IV SCOPE OF SERVICES FINANCIAL ADVISORY SERVICES**

### **4.01 GENERAL OVERVIEW**

The Jacksonville Port Authority (JAXPORT) is a full-service international trade seaport located in the Southeastern United States and is the global gateway to the State of Florida, the third most populous state in the nation.

JAXPORT owns, maintains and markets three cargo terminals, two intermodal rail terminals and one passenger cruise terminal along the St. Johns River.

JAXPORT and its maritime partners handle a variety of cargoes, including:

- containerized freight
- automobiles, recreational boats and construction equipment (roll-on roll-off or Ro/Ro)
- breakbulk commodities
- dry and liquid bulks and
- over-sized and specialty cargoes.

JAXPORT's three marine terminals handled more than 10 million tons of cargo in 2024, including 1.3 million TEUs (containers) – making Jacksonville the largest container handling port in Florida – and 500,000+ vehicles, ensuring JAXPORT's ranking as one of the top vehicle ports in the U.S.

JAXPORT features 22 container cranes, warehousing, Foreign Trade Zone status and intermodal connections enhanced through its two container rail yards. To help speed goods to market, shippers can take advantage of Jacksonville's location at the crossroads of three major railroads (CSX, Norfolk Southern and Florida East Coast Railway) and three interstate highways (I-95, I-10, and I-75).

Cargo activity through the Port of Jacksonville generates 206,000+ jobs in Florida and supports \$33 billion in annual economic output for the region and state.

#### **JAXPORT's Vision**

JAXPORT will be a global leader in diversified trade and supply chain solutions, focused on efficiency and fiscal integrity.

#### **JAXPORT's Mission**

Creating jobs and opportunity by offering the most competitive environment for the movement of cargo and people in a safe and secure workplace.

### **4.02 MINIMUM QUALIFICATIONS**

- A minimum five (5) years of Financial Advisory Services
- A demonstrated knowledge of Financial Advisory services being performed for Ports or other governmental entities similar in scope and size of JAXPORT.

### **4.03 SCOPE OF SERVICES – FINANCIAL ADVISORY SERVICES**

JAXPORT is interested in engaging the services of a qualified and experienced firm for Financial Advisory Services which may include but are not limited to the following:

- A. Evaluating JAXPORT's bonding capacity and available revenues to determine if JAXPORT should proceed with any plans to issue revenue bonds or other securities.
- B. Analyze the financial and economic environment relating to JAXPORT in regard to the issuance of any proposed debt instrument.
- C. Provide advice and assistance regarding the feasibility of issuing debt including the evaluation of the various types of debt instruments as they relate to JAXPORT's cash flow and overall debt structure.
- D. Advise and inform JAXPORT regarding any potential refunding opportunities of existing debt, including, but not limited to current, advanced, and forward refunding of bonds.

**4.03.1 Issuance of Bonds** – Services to be provided by the Proposer in regard to the issuance of bonds shall include, but are not limited to the following:

- A. Advise and assist JAXPORT in determining the most advantageous method of structuring the bond offering, including the financing structure, principal amount, call and put features, premiums, and legal coverage requirements.
- B. Advise and assist JAXPORT in determining the most effective way of marketing the bonds, including, but not limited to, methods of enhancing ratings, bond covenants, pledge of revenues, reserve funds, and timing of the issue.
- C. Determine whether the sale of bonds should be through competitive bid or negotiated sale.
- D. Develop a timetable for bond offering.
- E. Coordinate work between JAXPORT's attorneys, JAXPORT personnel, Bond Counsel, and be available to meet with JAXPORT's representatives at all reasonable times, after reasonable notice.
- F. If negotiated sale is planned, assist in development of RFP for underwriter and selection of investment banking firm(s).
- G. Assist in the preparation of the Official Statement and arrange for its distribution to potential underwriters, rating agencies and large investors. Official Statement shall include the notice of bond sale, the official bid form, description and purpose of the issue, the applicable legal authority, and authorizing bond ordinance, and other information as required.
- H. Prepare information necessary to obtain a favorable bond rating and assist in presenting this information to the bond rating organizations.
- I. Advise on the condition of the bond market before and at the time of sale.
- J. Provide advice as to acceptance or rejection of the bids to purchase the bonds received at public sale, or the bond purchase agreement received from the investment banker through a negotiated sale.
- K. Provide assurance that the pricing of the bonds is the lowest price based on the then prevailing market conditions.
- L. Assist, coordinate and supervise the closing details including transcripts, bond printing, Committee on Uniform Securities Identification Procedures (CUSIP) numbers, delivery, transfer of funds, and any other services necessary to bring the financing to a prompt and successful conclusion.
- M. Recommend provisions and covenants to be contained in the bond resolutions and other financing documents including but not limited to bond amounts, dates, maturities, interest rates, redemption provisions, flow of funds, debt service coverage requirements, reserve funds, rates and charges,



security pledges and conditions relating to the issuance of any additional bonds. Also recommend the structure and economic benefits of derivative products such as variable rate/residual rate financings, interest rate swap transactions, bond insurance, etc.

- N. Assist in the preparation of any necessary illustrations, charts, graphic presentations and other information of use to the public, potential underwriters and investors.
- O. Assist in the preparation of the documents for a bond sale. The documents should be presented in a form familiar to bond underwriters and should include but not be limited to the following:
  - 1. Notice of bond sale, specifying necessary bidding requirements.
  - 2. The official bid form.
  - 3. History and description of JAXPORT
  - 4. Description of the purpose of the issue, its security, synopsis of its covenants and remedies for the protection of the bondholders, tables of historic revenues and coverage, and such matters as are customarily disclosed and set forth in an official statement presenting a comparable issue of bonds.
  - 5. A reprint or summary of the bond resolution, and such other related resolutions and documents as JAXPORT determines necessary and desirable.
- P. Initiate and conduct an information program designed to stimulate interest of underwriters and investors to purchase bonds.
- Q. Attend any sale of the bonds to advise JAXPORT whether awarding the sale of the bonds to the buyer is in the best interest of JAXPORT. At closing, deliver a certificate attesting to agreement for the timing of the sale, the rate level and structure of the bonds.
- R. Advise and assist JAXPORT, if requested, in arranging for printer, execution, signing and delivery of the various documents required in connection with the closing after a bond sale, including scheduling and arranging for the investment of proceeds of the bond sale in compliance with arbitrage regulations, if necessary and requested by JAXPORT.
- S. Assist in preparing information in accordance with the Securities and Exchange Commission rules.

**4.03.2 Other Financial Programs** – The Financial Advisor shall provide ongoing advice to JAXPORT and assist in developing and maintaining a coordinated approach to the overall requirements of JAXPORT’s financing programs including, but limited to the services listed below.

- A. Provide special financial advice on an as needed basis. Such advice may include assisting in the issuance of alternative debt instruments including bank financing, capital leases, interest rate swaps, and other types of short-term debt.
- B. Perform periodic calculations of swap fair values, if applicable.
- C. Keep JAXPORT informed of any relevant developments in the credit markets.
- D. Provide assistance with the preparation and review of JAXPORT’s Capital Plan and consults on financing alternatives necessary for its execution.
- E. With reasonable notice, attend all meetings deemed necessary by JAXPORT.

**4.03.3 Additional Services** – In addition to those services set forth herein, the Financial Advisor shall provide all services customarily provided by financial advisors in Florida, or services made available through affiliated providers, to provide the following additional services:

- A. Guidance and recommendations regarding investment of Bond Proceeds and Bond Reserve balances
- B. Arbitrage monitoring as required
- C. Provide special financial advice on an as needed basis. Such advice may include assisting in the issuance of alternative debt instruments in association with JAXPORT's P3 related financing arrangements.
- D. Assistance with swap or other hedging activities related to capital purchases, foreign transactions or other needs as determined
- E. Other financial services and advice as may be needed.

#### **4.04 PROPOSER'S RESPONSIBILITY FOR ADDRESSING EVALUATION CRITERIA**

Proposers should be aware that the proposal will be evaluated in accordance with the criteria prescribed herein and accordingly would be advised to structure their proposal in a manner to properly address each factor of the Evaluation Criteria and include all additional information or attachments properly identified as to its relationship to any items.

- A. **Evaluation Criteria** - The Evaluation Committee shall determine qualifications, interest and availability by reviewing the written responses received, and, when deemed necessary, by conducting formal interviews of selected Proposers that are determined to be best qualified based upon the evaluation of written responses.
- B. **Cover Letter (1 page ONLY)** - The cover letter must include the following information:
  - 1. Legal name of the Proposer
  - 2. Primary location (Physical business address)
  - 3. Telephone number, Fax number and e-mail address
  - 4. Name of contact person
  - 5. Authorized signature of firm's agent
- C. **Biography of the Firm and/or Consultant(s)** – Proposals must contain a biography of the firm and/or consultant(s) expected to perform services for JAXPORT in sufficient detail to allow a reasonable evaluation of the relative capability of respondents to serve the particular needs of JAXPORT summarizing the key points of the firm's response. Proposals must identify the Primary Consultant to be assigned to the JAXPORT contract and the names and backgrounds of the individuals who will be assigned to this engagement on a full-time basis. If the firm has more than one office, identify the office from which each designated individual will be operating. Clearly indicate each individual's responsibilities during the engagement and highlight the day-to-day contact person as well as the individual who will attend official meetings of JAXPORT, if requested.

If the Proposer intends to use the services of any other organization to perform any of the services identified in this RFP, then the Proposer must submit the required information for each and every such organization or person, as applicable, with and as part of the proposal. Each such informational sheet shall identify, at the top of the front page, the role of the organization or person. Also, include a brief statement as to the need for and benefit to JAXPORT of using these additional or specialized services.

#### **4.05 EVALUATION CRITERIA**

##### **A. Experience and Professional Accomplishments (35 Points Maximum Score)**

The application of this criterion shall include an assessment of the firm's specific experience in providing Financial and/or Investment Banking Advisory Services for local governments on complex financial transactions which are similar to JAXPORT's project. Please detail any such transaction in the State of Florida. Qualities and indicators that should receive considerations should generally include level of complexity similar to JAXPORT project; the quality of such project work; the level of cooperation and coordination with government staff; and the level of performance on

such projects with regard to the firm's adherence to the scope of services, compliance with contract terms, response time, ability to adhere to quoted fees.

Additionally, provide three (3) relevant local governmental financing references, including contact person name, title, e-mail address, telephone number, type of transaction, and the date(s) of service.

**B. Strategic Financial Advisory Approach and Current Market Environment (30 Points Maximum Score)**

The application of this criterion shall include a discussion of your firm's approach applicable to the JAXPORT's potential review and completion of strategic opportunities. Also, provide a review of the current market environment as it relates to strategic opportunities.

**C. Quotation of Rates/Fees (20 Points Maximum Score)**

The application of this criterion shall include the firm's approach to fees charged for financial advisory services contemplated by this RFP. Understanding that fee level and structure are largely transaction specific, include fee indications for a range of transaction options.

**D. Marketing Approach (10 Points Maximum Score)**

The application of this criterion shall include the following:

1. Describe your firm's approach to marketing strategic opportunities to potential counterparties.
2. Describe your approach to ensuring JAXPORT receives the best execution of any potential transaction.

**E. Proximity to the Project (5 Points Maximum Score)**

The application of this criterion shall include an assessment of the geographic proximity to the project. Qualities and indicators that should receive consideration should generally include the location of the office from which the proposed project will be administered; the perceived response time and general availability of the firms' management to be onsite; and the availability of special travel or communication plan, which would effectively mitigate difficulties associated with location.

1. Indicate the location of the office from which the proposed project will be administered; the perceived response time and general availability of the firms' management to be onsite; and the availability of special travel or communication plan, which would effectively mitigate difficulties associated with location.

***Failure to provide complete and accurate information will result in lower score on evaluation.***

**4.06 ADDITIONAL REQUIRED INFORMATION**

In addition to addressing each factor of the **EVALUATION CRITERIA** prescribed under paragraph **4.05**, all respondents who submit a proposal for Financial Advisory Services, must address each one of the following factors:

1. List any financing for which a proposed team member, or the firm, was or is involved as Financial Advisor, that has been or is the subject of an adverse determination by or settlement agreement with the IRS or Treasury, and describe the results therefrom.
2. Describe the firm's public finance department, including how long it has been in existence and the current number of employees.
3. A detailed discussion of the firm's experience as financial advisors, preferably with seaports, including experience with revenue and special purpose bonds, bank financing, interest rate swaps, and other hedge type instruments. Special emphasis should be given to financing experience within the State of Florida. When providing an answer to the questions contained in this section please include the following information:

- A. Type of issue
- B. Size of issue
- C. Governmental unit issuing bonds
- D. For negotiated sales only, whether the Proposer was also the underwriter of the issue
- E. Which person was primarily responsible for the financial advisory work on the issue

4. List each bond issue on which the firm has worked in the last two (2) years ending September 30, 2024 and indicate which team member or members worked on the issue.

5. List and describe the role played in each tax-exempt advance or current refunding bond issue on which each proposed team member has worked in the two (2) years ending September 30, 2024 for public entities.

6. Provide your proposed fee structure for issuance and sale of long-term bonds. If the fee structure would differ for revenue refunding bonds, commercial paper notes or other securities also provide those fee structures.

- A. Revenue Bonds per \$1,000
- B. Capital Leases per \$1,000
- C. Revenue Notes per \$1,000
- D. P3 transaction per \$1,000 (Assuming a completed transaction) and/or your hourly rate.

7. Consulting services, such as those described in **Article IV** paragraphs **4.03** “**SCOPE OF SERVICES**” may be requested in situations that do not involve a debt issue or it is in the best interest of JAXPORT to stop delivery prior to completion of a financial transaction. Under such conditions indicate how you would charge such services if the indicated format does not fit your billing structure. Please provide a proposed billing method and amount (such as hourly billing rates, transactional rates, any other necessary information that needs to be disclosed and indicate which services under Scope of Work you propose to bill using this billing method(s). If hourly rate varies by class of personnel, please indicate hourly rates by class of personnel.

8. Indicate the Proposer’s policy regarding out-of-pocket and/or indirect cost expenses including, but not limited to, travel, lodging (travel expenses would be reimbursed based on JAXPORT’s Travel Policy), **RFP 25-02 Page A4-8** faxes, telephone calls, deliveries, any other necessary information that needs to be disclosed; if you propose reimbursement from JAXPORT, itemize the types of expense and basis of billing for each.

***Failure to provide above information in stated format may result in rejection of proposal.***

#### **4.07 RESTRICTIONS AND CONDITIONS**

The selected Firm(s) agree not to bid or participate in any syndicate which may bid on any negotiated or competitive debt issued by JAXPORT during the term of the contract. The Firm will be restricted from participating in negotiated issues for a period of one year in the event of resignation by the firm.

**NOTE:** For JAXPORT’s Audited Financial Statements (**ATTACHMENT 3**) and its Debt Management Procedures (**ATTACHMENT 4**) outlining JAXPORT’s authorized debt parameters.

#### **4.08 CHANGES IN SCOPE OF SERVICES**

JAXPORT, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated price. Changes in the work and the contract sum may only be changed by prior written agreement executed by the parties with proper authorization to do so.

#### **4.09 CHANGES IN PERSONNEL**

The Firm will notify JAXPORT in writing primarily thirty (30) days prior to affecting a personnel change concerning the primary consultant to be assigned to the JAXPORT contract. JAXPORT will have the right to reject any individual

## Award #8 Supporting Documents 07/10/2025

assigned to perform work under this contract, or to request the Consultant to change the primary consultant to be assigned to JAXPORT contract.

**EXHIBIT A**

**CONFLICT OF INTEREST CERTIFICATE**

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid/proposal.

**SECTION I**

I hereby certify that no official or employee of JAXPORT requiring the goods or services described in these specifications has a material financial interest in this company.

_____ Signature	_____ Company Name
_____ Name of Official (type or print)	_____ Business Address
	_____ City, State, Zip Code

**SECTION II**

I hereby certify that the following named JAXPORT official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the JAXPORT Office of the Executive Director, 2831 Talleyrand Ave., Jacksonville, Florida 32206, prior to the time of bid opening.

Name	Title or Position	Date of Filing
_____	_____	_____

_____ Signature	_____ Company Name
_____ Print Name of Certifying Official	_____ Business Address
	_____ City, State, Zip Code

**PUBLIC OFFICIAL DISCLOSURE**

JAXPORT requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official \_\_\_\_\_  
Position Held \_\_\_\_\_  
Position/Relationship with Bidder \_\_\_\_\_



EXHIBIT B

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)  
by \_\_\_\_\_  
(print individual's name and title)  
for \_\_\_\_\_  
(print name of entity submitting sworn statement)  
whose business address is \_\_\_\_\_  
\_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing  
this sworn statement: \_\_\_\_\_.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first being sworn by me, affixed  
(name of individual signing)

his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

EXHIBIT C

**ACKNOWLEDGEMENT AND ACCEPTANCE OF E-VERIFY COMPLIANCE**

**E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION**

In accordance with the Governor of Florida, Executive Order Number 11-02 (Verification of Employment Status), whereas, Federal law requires employers to employ only individuals eligible to work in the United States; and whereas, the Department of Homeland Security's E-Verify system allows employers to quickly verify in an efficient and cost-effective manner;

The Contractor agrees to utilize the U. S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract. Contractors must include in all subcontracts the requirement that all subcontractors performing work or providing goods and services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The Contractor further agrees to maintain records of its participation and compliance and its subcontractor's participation and compliance with the provisions of the E-Verify program, and to make such records available to JAXPORT upon request. Failure to comply with this requirement will be considered a material breach of the contract.

**By signing below, I acknowledge that I have reviewed, accept and will comply with the regulations pertaining to the E-Verify program.**

---

Company Name

Name of Official *(Please Print)*

---

Signature of Principal

Title

Date

## ACON Construction Co., Inc.

Project: 1411975246 (IFB) Brandy Branch Generating Station Turbine Parts Warehouse  
 Location: JEA Northside Generating Station  
 Project Manager: Keith Gillean  
 Technical Lead:  
 EOR: Black & Veatch

**BID FORM:** The Contractor shall provide a lump sum price for one (1) Pre-Engineered Metal Building and building systems. The building is to be designed, furnished, and installed to the various discipline scopes per the Pre-Engineered Building Specifications. This bid shall be broken down by the below work items:

Item Description	Estimated Number of Workdays	Bid Price	Bid Unit
<b>Design</b>			
Building Structure and Shell		\$ 90,000.00	LS
<b>Subtotal:</b>		<b>\$ 90,000.00</b>	<b>LS</b>
<b>Materials and Construction</b>			
Mobilization and Site Setup		\$ 100,000.00	LS
Site Preparation and Foundation		\$ 700,000.00	LS
Structure and Shell		\$ 630,031.00	LS
Civil, roads, culvert mods, and stormwater pond		\$ 200,000.00	LS
Potable Water System		\$ 5,000.00	LS
Electrical Distribution Systems		\$ 200,000.00	LS
Fire Protection System		\$ 210,000.00	LS
Gravel Parking Area		\$ 15,000.00	LS
Final Site Grading and Clean-Up		\$ 55,076.00	LS
Demobilization		\$ 20,000.00	LS
<b>Subtotal:</b>		<b>\$ 2,135,107.00</b>	<b>LS</b>
<b>Total Bid (sum all subtotals):</b>		<b>\$ 2,225,107.00</b>	<b>LS</b>
<b>Estimated Building Structure and Shell Material Lead-Time from NTP:</b>		<b>\$ 90.00</b>	<b>Days</b>

**1411975246 APPENDIX B – RESPONSE FORM**  
**Brandy Branch Generating Station Turbine Parts Warehouse**

Submit the Response electronically as described in sections 1.4 and 1.5 of the Solicitation.

Company Name: ACON Construction Co., Inc.

Company's Address: 3653 Regent Boulevard, Suite 401, Jacksonville, FL 32224

Phone Number: 904-565-9060 Email Address: fanderson@aconcci.com

**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 Bid Opening  
☐ Samples may be required subsequent to Bid Opening

**SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**

- ☐ None required  
☒ Bond required 100% of Bid Award

**QUANTITIES**

- ☒ 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 REQUIREMENTS**

**Insurance required**

**PAYMENT DISCOUNTS**

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

**ENTER YOUR RESPONSE**

**TOTAL RESPONSE PRICE**

**Total Response Price for 1411975246**

**\$ 2,225,107.00**

☒ 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".

**RESPONDENT CERTIFICATION**

By submitting this Response, the Respondent 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 Responding 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 Respondent 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

1 through 5

  
 Handwritten Signature of Authorized Officer of Company or Agent

6-17-25

Date

Frank Anderson-Vice President  
 Printed Name and Title



**1411975246 APPENDIX B – RESPONSE FORM**  
**Brandy Branch Generating Station Turbine Parts Warehouse**

**THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED BIDDER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.**

**THE BIDDER MUST COMPLETE THE BIDDER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE BIDDER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.**

**BIDDER INFORMATION**

COMPANY NAME: ACON Construction Co., Inc.

BUSINESS ADDRESS: 3653 Regent Boulevard, Suite 401

CITY, STATE, ZIP CODE: Jacksonville, FL 32224

TELEPHONE: 904-565-9060

FAX: 904-565-9080

E-MAIL: fanderson@aconcci.com

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Frank Anderson-VP

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Frank Anderson- VP

**MINIMUM QUALIFICATIONS:**

Bidder shall have the following Minimum Qualifications to be considered eligible to submit a Bid in response to this Solicitation. It is the responsibility of the Bidder to ensure and certify that it meets the Minimum Qualifications stated below. A Bidder not meeting all of the following criteria will have their Bids rejected:

1. The Respondent is not on the State of Florida Convicted Vendor List, State of Florida's Suspended Vendor List, The City of Jacksonville's Disqualified Vendor List, have not had their bidding privileges actively suspended by JEA, been debarred by JEA, or have had a contract with JEA terminated for default within the last two (2) years.
2. The Respondent must have completed two similar projects within the past 5 years at a minimum cost of \$500,000.00. A similar project is defined as a construction project similar to the details provided in the Technical Specifications in an industrial setting. JEA will review the submitted minimum qualifications projects and in JEA's sole discretion determine if the Bidder is qualified to perform the work.



**1411975246 APPENDIX B – RESPONSE FORM**  
**Brandy Branch Generating Station Turbine Parts Warehouse**

**1. SIMILAR PROJECT REFERENCE**

Reference Name: JEK KGS Control Room Rehabilitation

Reference Phone Number: 904-665-8895

Reference Company Name: Jacksonville Electric Authority

Address of Work: 4900 Talleyrand Avenue, Jacksonville, FL

Reference E-Mail Address: balddm@jea.com

Dates of Work/Number of Sites: 12/2022 - 05/2023 / 1 site

Description of Work including contract value: \$1,097,690

Modification of existing Mezzanine to include Insulation, Roofing, Plumbing, HVAC, Fire Protection and Electrical.

**2. REFERENCE**

Reference Name: Design-Build Fire Station 63

Reference Phone Number: 904-255-8789

Reference Company Name: City of Jacksonville

Address of Work: 7300 Gate Parkway, Jacksonville, FL

Reference E-Mail Address: MariaCW@coj.net

Dates of Work/Number of Sites: 03/2020 - 10/2021 / 1 site

Description of Work including contract value: \$4,256,723

Design-Build new 9,390 SF fire station, to include site improvements, framing, roofing, drywall, interior finishes, mechanical, electrical, plumbing and landscaping.

**1411975246 APPENDIX B – RESPONSE FORM**  
**Brandy Branch Generating Station Turbine Parts Warehouse**

**LIST OF SUBCONTRACTORS**

JEA Solicitation Number 1411975246 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
Concrete, Metal Building Install	A Plus Construction	Chasidy Grubbs 904-612-0597	N/A	\$584,706
Electrical	Munson & Bryan	Brad Seelbinder 904-396-6689	EC13006193	\$166,500
Plumbing	Rolland Reash	Rolland Reash 904-260-7059	CFC057171	\$22,350
HVAC	Padgett's A/C	Travis Padgett 904-588-5222	CAC1814887	\$95,000
Fire Protection	IMC Fire Protection	Jon Orsi 904-406-6039	EC13008543	\$52,500
Sitework incl Fire Main	Premier American	Chris Turner 904-571-0905	N/A	\$320,000

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

Company: ACON Construction Inc., Inc

Address: 3653 Regent Boulevard, Jacksonville, FL 32224

Date: 06-17-25

**1411975246 APPENDIX B – RESPONSE FORM**  
**Brandy Branch Generating Station Turbine Parts Warehouse**

**LIST OF JSEB SUBCONTRACTORS – 5% GOAL**

The following JSEB Subcontractors will be utilized in fulfilling the terms and conditions of a Project Authorization arising from award of JEA 1411975246. I (We) the undersigned understand that failure to submit said information will result in bid rejection. I (We) will employ the JSEB Subcontractors specified below: (Use additional sheets as necessary)

Class of Work (Category) Dollar Amount	Name of JSEB Contractor (Indicate below)	Percentage of Total Job or
Concrete, Metal Building Install	A Plus Construction	\$584,706

Signed:   
Company: ACON Construction., Inc.  
Address: 3653 Regent Blvd, Suite 401 Date: 6-17-25  
Jacksonville, FL 32224

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




**1411975246 APPENDIX B – RESPONSE FORM**  
**Brandy Branch Generating Station Turbine Parts Warehouse**



**CONFLICT OF INTEREST DISCLOSURE FORM**

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest, and they are detected by JEA, vendor may be disqualified from doing business with JEA.*

*Questions about this form? Contact (JEA, Buyer)*

JEA Bid/Solicitation/Contract Number: <b>1411975246</b>	Name of JEA Employee(s) Working on Vendor's Current Contract(s) with JEA: <b>Jason Behr</b>	
Vendor Name: <b>ACON Construction Co., Inc</b>	Vendor Phone: <b>904-565-9060</b>	
Vendor's Authorized Representative Name and Title: <b>Frank Anderson</b>	Authorized Representative's Phone: <b>904-565-9060 x,305</b>	
<b>NAME(S) OF JEA EMPLOYEE(S) / PUBLIC OFFICER(S) WITH POTENTIAL CONFLICT OF INTEREST</b>		
Name of JEA public officer(s), employee(s), or relatives with whom there may be a potential conflict of interest. If more than five, attach a second form.	Relationship of JEA public officer(s)/employee(s) and/or relative(s) to vendor's company from list above (e.g. 1(a), 2, etc.). Please list all that apply:	
1. <b>None</b>		
2.		
3.		
4.		
5.		
<input checked="" type="checkbox"/> Vendor has no conflict of interest to report.  <input checked="" type="checkbox"/> Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any JEA officer or employee to obtain or maintain a contract.  <input checked="" type="checkbox"/> I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor.		
Vendor's Authorized Representative Signature: 		Date: <b>6-17-25</b>

**1411975246 APPENDIX B – RESPONSE FORM**  
**Brandy Branch Generating Station Turbine Parts Warehouse**

**FOR JEA USE ONLY IF CONFLICT NOTED**  
**This form has been reviewed by:**

Name of JEA Ethics Officer:	Signature:	Date:
Note:		

## Award #9 Supporting Documents 07/10/2025

**From:** [Behr, Jason V.](#)  
**To:** [Greg Dupree](#); [info.kbtcorp.com](mailto:info.kbtcorp.com); [Catherine Watson](#); [Frank Anderson](#); [Bill Anderson](#)  
**Cc:** [Pearson, Kenny R](#); [Gillean, Keith L.](#); [Akray, Jamila R](#)  
**Subject:** 1411975246 (IFB) Brandy Branch Generating Station Turbine Parts Warehouse - Intent to Award  
**Date:** Wednesday, July 2, 2025 9:09:00 AM  
**Attachments:** [image001.png](#)

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Good Morning,

This communication is to inform you of JEA's intent to award for Solicitation-**1411975246 (IFB) Brandy Branch Generating Station Turbine Parts Warehouse.** JEA has reviewed all the submittals and has determined **ACON CONSTRUCTION CO INC** is the Responsive and Responsible Bidder whose Bid meets or exceeds the Minimum Qualifications set forth in this Solicitation, and is the Lowest Priced Bidder for the services which they are being awarded.

Company Name	Rank	Total Bid Amount
<b>ACON CONSTRUCTION CO INC</b>	<b>1</b>	<b>\$2,225,107.00</b>
<b>KBT CONTRACTING CORPORATION</b>	<b>2</b>	<b>\$2,561,652.00</b>
<b>W G YATES &amp; SONS CONSTRUCTION CO</b>	<b>3</b>	<b>\$3,210,583.00</b>

Administrative Remedies are located on JEA.com. JEA appreciates your participation and looks forward to future opportunities to work with your company.

Thank you,  
**Jason Behr**  
Senior Purchasing Agent  
Direct: (904) 226-0689





**1411971847 APPENDIX B – RESPONSE FORM**  
**(IFB) MILLER CALDWELL SOLAR INTERCONNECT PRE-FAB CONTROL HOUSE**

Submit the Response electronically as described in sections 1.4 and 1.5 of the Solicitation.

Company Name: KEMCO Industries, LLC

Company's Address: 3851 E. Lake Mary Blvd., Sanford, FL 32773

Phone Number: (407) 322-1230 Email Address: agriffin@kemco.com

**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 Bid Opening  
☐ Samples may be required subsequent to Bid Opening

**SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**

- ☐ None required  
☒ Bond required 100% of Bid Award \*Cost of performance Bond: \$46,671.00  
☐ Letter of Credit

**QUANTITIES**

- ☐ 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 REQUIREMENTS**

**Insurance required.**

**PAYMENT DISCOUNTS**

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

**ENTER YOUR RESPONSE****TOTAL RESPONSE PRICE**

**Total Response Price for 1411971847 – JEA Miller Substation**

**\$ 1,632,671.26**

**Total Response Price for 1411971847 – JEA Caldwell Switchyard**

**\$ 1,631,046.39**

\*Performance bond not included in cost

☒ **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”.**

**RESPONDENT CERTIFICATION**

By submitting this Response, the Respondent 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 Responding 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 Respondent 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

Anthony Griffin

5/20/2025

Handwritten Signature of Authorized Officer of Company or Agent

Date

1 through 4

Anthony Griffin, Director of Electrical Projects  
 Printed Name and Title

**1411971847 APPENDIX B – RESPONSE FORM**  
**(IFB) MILLER CALDWELL SOLAR INTERCONNECT PRE-FAB CONTROL HOUSE**

**THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED BIDDER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.**

**THE BIDDER MUST COMPLETE THE BIDDER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE BIDDER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.**

**BIDDER INFORMATION**

COMPANY NAME: KEMCO Industries, LLC

BUSINESS ADDRESS: 3851 E. Lake Mary, Blvd.

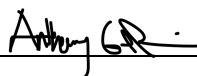
CITY, STATE, ZIP CODE: Sanford, FL 32773

TELEPHONE: (407)322-1230

FAX: (407) 322-0032

E-M AIL: agriffin@kemco.com

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Anthony Griffin

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Anthony Griffin, Director of Electrical Projects

**MINIMUM QUALIFICATIONS:**

Bidder shall have the following Minimum Qualifications to be considered eligible to submit a Bid in response to this Solicitation. It is the responsibility of the Bidder to ensure and certify that it meets the Minimum Qualifications stated below. A Bidder not meeting all of the following criteria will have their Bids rejected:

- I. The Respondent is not on the State of Florida Convicted Vendor List, State of Florida's Suspended Vendor List, The City of Jacksonville's Disqualified Vendor List, have not had their bidding privileges actively suspended by JEA, been debarred by JEA, or have had a contract with JEA terminated for default within the last two (2) years.
- II. The enclosure manufacturer and equipment manufacturers shall have produced similar enclosures and equipment as described in the specification for a minimum period of five years. An acceptable list of 3-5 references of installations for utilities with similar enclosure shall be provided to demonstrate compliance with this item. The enclosure manufacturer must have provided at least one similar enclosure to a coastal area location.
- III. The enclosure and all of its components should be manufactured and assembled within the continental United States or Canada.
- IV. Selection of the enclosure manufacturer shall be at the discretion of JEA in regard to references and qualifications.
- V. There shall be a single point of contact for this contract for the enclosure and all of its components that are not furnished by JEA.
- VI. The enclosure and equipment shall be warrantied for a minimum period of 5 years from startup date.

**1411971847 APPENDIX B – RESPONSE FORM**  
**(IFB) MILLER CALDWELL SOLAR INTERCONNECT PRE-FAB CONTROL HOUSE**

- VII. The enclosure manufacturer shall comply with all applicable regulations including ANSI/IEEE, NEMA, NFPA, ASTM, AWS, NEC, NESC, OSHA, SDI and NERC requirements. All manufacturers shall be ISO-9001 Certified.
- VIII. All equipment furnished under this contract shall be labeled and listed by a nationally recognized testing laboratory.

**1. REFERENCE**

Reference Name: Ryan Heaton

Reference Phone Number: (904) 665-6171

Reference Company Name: Jacksonville Electric Authority

Address of Work: 225 N Pearl St. Jacksonville, FL 32202

Reference E-Mail Address: heatrc@jea.com

Dates of Work/Number of Sites: Multiple sites over the last 20 years

Description of Work including contract value: \$879,726.00

Example Project: Kennedy Substation. Provided (20) Relay Panels

**2. REFERENCE**

Reference Name: Owen Powell

Reference Phone Number: (561) 694-4086

Reference Company Name: Florida Power & Light

Address of Work: 700 Universe Blvd, Juno Beach, FL 33408

Reference E-Mail Address: owen.powell@fpl.com

Dates of Work/Number of Sites: Multiple sites over the last 10 years

Description of Work including contract value: \$847,963.00

Example Project: Bronson Solar Substation Control Building, Provided integrated control building with 7 relay panels

Delivered to job site for Solar plant in Homestead, FL

**1411971847 APPENDIX B – RESPONSE FORM**  
**(IFB) MILLER CALDWELL SOLAR INTERCONNECT PRE-FAB CONTROL HOUSE**

**3. REFERENCE**

Reference Name: Amy Roberts

Reference Phone Number: (859) 912-0312

Reference Company Name: Duke Energy

Address of Work: 525 S Tryon St, Charlotte, NC

Reference E-Mail Address: amy.roberts@duke-energy.com

Dates of Work/Number of Sites: Multiple projects over the last 30 years

Description of Work including contract value: \$1,047,999.00

Sample Project Northeast Substation. Provided (32) Relay Panels

**1411971847 APPENDIX B – RESPONSE FORM**  
**(IFB) MILLER CALDWELL SOLAR INTERCONNECT PRE-FAB CONTROL HOUSE**

**LIST OF SUBCONTRACTORS**

JEA Solicitation Number 1411971847 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
Construction of concrete control enclosure.	VFP, Inc.	Pete File - (504) 977-0500		60%

Signed: 

Company: KEMCO Industries, LLC.

Address: 3851 E. Lake Mary Blvd., Sanford, FL 32773

Date: 5/20/2025

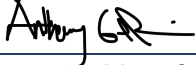
**1411971847 APPENDIX B – RESPONSE FORM**  
**(IFB) MILLER CALDWELL SOLAR INTERCONNECT PRE-FAB CONTROL HOUSE**

**LIST OF JSEB SUBCONTRACTORS**

The following JSEB Subcontractors will be utilized in fulfilling the terms and conditions of a Project Authorization arising from award of JEA -1411971847. I (We) the undersigned understand that failure to submit said information will result in bid rejection. I (We) will employ the JSEB Subcontractors specified below: (Use additional sheets as necessary)

Class of Work (Category) Dollar Amount	Name of JSEB Contractor (Indicate below)	Percentage of Total Job or
---	---	----------------------------

None.

Signed:   
Company: KEMCO, Industries, LLC.  
Address: 3851 E. Lake Mary Blvd., Sanford, FL 32773  
Date: 5/13/2025

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



**1411971847 APPENDIX B – RESPONSE FORM**  
**(IFB) MILLER CALDWELL SOLAR INTERCONNECT PRE-FAB CONTROL HOUSE**



**CONFLICT OF INTEREST DISCLOSURE FORM**

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest, and they are detected by JEA, vendor may be **disqualified** from doing business with JEA.*

*Questions about this form? Contact (JEA, Buyer)*

JEA Bid/Solicitation/Contract Number: 1411971847	Name of JEA Employee(s) Working on Vendor's Current Contract(s) with JEA: Derek Horn, Ryan Heaton, Justin Cline, Michael Pickett	
Vendor Name: KEMCO Industries, LLC.	Vendor Phone: (407) 322-1230	
Vendor's Authorized Representative Name and Title: Anthony Griffin, Director of Electrical Projects	Authorized Representative's Phone: (407) 322-1230	
<b>NAME(S) OF JEA EMPLOYEE(S) / PUBLIC OFFICER(S) WITH POTENTIAL CONFLICT OF INTEREST</b>		
Name of JEA public officer(s), employee(s), or relatives with whom there may be a potential conflict of interest. If more than five, attach a second form.	Relationship of JEA public officer(s)/employee(s) and/or relative(s) to vendor's company from list above (e.g. 1(a), 2, etc.). Please list all that apply:	
1. N/A		
2.		
3.		
4.		
5.		
<input checked="" type="checkbox"/> Vendor has no conflict of interest to report.  <input checked="" type="checkbox"/> Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any JEA officer or employee to obtain or maintain a contract.  <input checked="" type="checkbox"/> I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor.  <div style="display: flex; justify-content: space-between;"> <div>Vendor's Authorized Representative Signature: </div> <div>Date: 5/13/2025</div> </div>		

**1411971847 APPENDIX B – RESPONSE FORM**  
**(IFB) MILLER CALDWELL SOLAR INTERCONNECT PRE-FAB CONTROL HOUSE**  
FOR JEA USE ONLY IF CONFLICT NOTED  
This form has been reviewed by:

Name of JEA Ethics Officer:	Signature:	Date:
Note:		



## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(407) 788-3000	FAX (A/C, No): (407) 788-7933
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED  KEMCO Industries, LLC 3851 E. Lake Mary Blvd. Sanford, FL 32773-6074	INSURER A :	Transportation Insurance Company	20494
	INSURER B :	The Continental Insurance Company	35289
	INSURER C :	Bridgefield Employers Insurance Company	10701
	INSURER D :	American Casualty Company of Reading, Pennsylvania	20427
	INSURER E :		
	INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

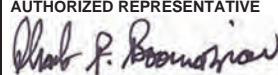
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6013733077	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7094496174	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2025484527	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	196-51572	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Transportation			4013761673	10/1/2024	10/1/2025	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

KEMCO Industries LLC 3851 E. Lake Mary Blvd. Sanford, FL 32773-6074	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

---

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**KEMCO Industries, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**3851 E. Lake Mary Boulevard**

6 City, state, and ZIP code  
**Sanford, FL 32773**

7 List account number(s) here (optional)

8 Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
2	0	-	3	8	7	9	5	2 5

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ *[Signature]* Date ▶ 1/5/24

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# KEMCO Industries, LLC

## Metal Fabrication and Relay Panels

3851 E Lake Mary Blvd • Sanford, FL 32773

(407) 322-1230 Fax: (407) 322-0032

May 20, 2025

Quote No.: 43500

Jacksonville Electric Authority  
21 West Church Street  
T-9 - 9th Floor  
Jacksonville, FL 32202  
Phone: 904-226-0689

Valid Until: June 19, 2025  
Terms: NET 30 Days  
Lead Time: 41-43 Weeks  
F.O.B.: DESTINATION  
(See Page 5 for Terms & Conditions)

Attention: Jason Behr

## JEA - 1411971847 (IFB) Miller Substation Pre-Fab Control House Project

Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>1</b>	<b>RELAY PANEL</b>					
	Relay Panel 3, 230kV Line 941, Miller Substation		1 EA *	61,417.69	\$0.00	\$61,417.69
Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>2</b>	<b>RELAY PANEL</b>					
	Relay Panel 4, 230kV Breaker 94188 and 988T1		1 EA *	50,342.22	\$0.00	\$50,342.22
Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>3</b>	<b>RELAY PANEL</b>					
	Relay Panel 5, 230kV Line 988, Miller Substation		1 EA *	69,505.04	\$0.00	\$69,505.04
Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>4</b>	<b>RELAY PANEL</b>					
	Jemstar Metering Panel 6, 230kV Line 988		1 EA *	42,683.18	\$0.00	\$42,683.18
Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>5</b>	<b>RELAY PANEL</b>					
	Relay Panel 8, 230kV Breaker 975T2		1 EA *	26,139.09	\$0.00	\$26,139.09
Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>6</b>	<b>RELAY PANEL</b>					
	Relay Panel 9, 230kV Line 975, Miller Substation		1 EA *	61,417.68	\$0.00	\$61,417.68
Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>7</b>	<b>RELAY PANEL</b>					
	Relay Panel 10, Integration Miller Substation		1 EA *	65,331.76	\$0.00	\$65,331.76
Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>8</b>	<b>RELAY PANEL</b>					
	Communication Rack, Miller Substation		2 EA *	2,261.45	\$0.00	\$4,522.90

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May 20, 2025

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Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>9</b>	<b>RELAY PANEL</b>					
	Security Rack, Miller Substation		1 EA *	1,257.69	\$0.00	\$1,257.69
Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>10</b>	<b>CONTROL BUILDING</b>					
	Building, Concrete, Miller Substation		1 EA *	1,232,042.00	\$0.00	\$1,232,042.00
Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>11</b>	<b>OPTION</b>					
	Optional Equipment for Panel 8, Miller Substation		1 EA *	18,012.01	\$0.00	\$18,012.01

\*Sub-Total: \$ 1,632,671.26

Tax Amount: \$ 0.00

Delivery Amount: \$ 0.00

Total: \$ 1,632,671.26

\* Indicates which quantity price is included in the Sub-Total.

Tax Amount on quote is an estimate only, final tax amounts are calculated at time of invoice.  
Unless stated here or otherwise, price does not include delivery cost.



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## Metal Fabrication and Relay Panels

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(407) 322-1230 Fax: (407) 322-0032

May 20, 2025

**Quote No.: 43500**

### Commercial Notes/Exceptions:

- Specification 7.3: KEMCO accepts test witnesses, however, KEMCO is not responsible for any associated costs.
- Specification 8.0: KEMCO is offering our standard warranty as described in Terms and Conditions, KEMCO's offering is limited to the contents of the proposal. Any equipment or labor not described in the proposal is assumed to be by others.
- Progress Payments:
  - 20% due upon drawing approvals.
  - 40% due upon Relay Panel Completion.
  - 40% due upon shipment

\*Total of 90% due if delivery is delayed more than 8 weeks by JEA from original schedule delivery date.

### Enclosure:

- Specification 3.3.1.P: KEMCO is offering an interior height of 10' due to the requested R-38 value of the ceiling and for more cost effective transportation.
- Specification 3.3.3: KEMCO is offering our standard, all inclusive, wall mount Bard HVAC units. The HVAC unit sizes have been estimated; if provided with equipment heat loads, KEMCO can more accurately size the units which may result in a price change.
- Specification 3.3.4: Door awnings will be standard fiberglass units.
- Specification 3.3.4: The interior door will not have a window or a vent due to the requested 2-hour fire rating. Motorized fire dampers will be installed in the separation wall to work in conjunction with the battery room exhaust fan for ventilation.
- Specification 3.3.6: KEMCO is offering 6" deep (5" loading depth) cable tray for clearance purposes and availability.
- Specification 3.3.14: The load centers have been included with NEMA-4X enclosures to satisfy the stainless steel specification.
- Specification 5.4: KEMCO takes exception to any adverse site conditions. At the time of quotation, the site has not been visited and may not even be totally completed. KEMCO will not take financial responsibility for work that has not been designed or completed by KEMCO and therefore retains the ability to be compensated for any and all adjustments in pricing that may increase due to site conditions that inhibit the delivery, off-loading or installation of the control enclosure or the control enclosure components.
- Specification 7.3: KEMCO accepts test witnesses, however, KEMCO is not responsible for any associated costs.

### Relay Panels:

- JEA will provide the following relay panel drawings: Layouts, Bill of Materials, and Wiring Diagrams.
- IFC BOM and Layouts are required within 4 weeks of order.
- Schematics and Wiring Diagrams are required 16 weeks after receipt of order or 22 weeks prior to vault delivery.
- Any delays in receiving the required drawings will result in a corresponding day-for-day adjustment to the lead time.
- Ring-out continuity testing will be performed. As per Addendum 2, functional testing by JEA.
- Price includes freight, shipment is by KEMCO truck, offloading and physical installation.
- APP601-C501-00A-00E-W7 is obsolete; quoted replacement APP601-C501-00A-00E-W10.

*\*\* Please note that any price increases related to tariff surcharges, duties, or similar fees imposed by material suppliers after the issuance of this quotation will be passed through to the customer at cost*

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May 20, 2025

**Quote No.: 43500**

*on a dollar-for-dollar basis. Documentation substantiating such charges will be provided upon request. \*\**

Thank you for the opportunity to furnish this proposal. Please contact us if there are any questions or concerns.

Sincerely,

*Tony Griffin*

Tony Griffin

agriffin@kemco.com



# KEMCO Industries, LLC

## Metal Fabrication and Relay Panels

3851 E Lake Mary Blvd • Sanford, FL 32773

(407) 322-1230 Fax: (407) 322-0032

May 20, 2025

**Quote No.: 43500**

### Terms and Conditions

- A. Proposal Acceptance:** With acceptance of KEMCO's proposal, the purchaser shall make the quotation and this document part of the binding contract or PO between the purchaser and KEMCO Industries, LLC.
- B. Sales Tax:** Unless otherwise stated, KEMCO's price does not include any state sales use taxes or any other special fees and charges.
- C. Currency:** Unless otherwise stated, all prices shown are U.S. Dollar.
- D. Fees:** A convenience fee of 3% will be applied to all credit card payments at the time of processing. This fee will be based on the total transaction amount, including any applicable sales tax or delivery charges. Customers paying by check or electronic funds transfer will not incur any additional fees.
- E. Delivery Dates:** Proposed delivery dates are based on plant capacity at time of quote and are valid only during quotation validity stated on quotation. KEMCO reserves the right to review any delivery dates upon receipt of purchase order or acknowledgement to proceed.
- F. Equipment Testing (Electrical):** Unless otherwise stated, KEMCO will check physical wiring by continuity testing only. No functional or any other form of testing will be performed.
- G. Product Inspection:** KEMCO will visually inspect the workmanship of products manufactured to insure accurate and quality craftsmanship. Unless otherwise stated, additional product testing such as welds, paint, seismic, etc will not be performed.
- H. Exporting:** United States law prohibits disposition of some commodities to sanctioned countries. Refer to the U.S. Government website for a complete list of sanctioned countries, <http://www.treas.gov/offices/enforcement/ofac/programs>. In the event the Buyer fails to comply with United States export laws, KEMCO shall not be held responsible legally or by any other means.
- I. Liquidated Damages:** Unless otherwise stated, KEMCO takes exception to all liquidated damages.
- J. Oral Agreements:** No oral agreements or any other agreements not included within the quotation are valid.
- K. Purchase Order Holding or Cancellation:** If customer request Purchase Order to be placed on hold or cancelled, KEMCO reserves the right to invoice for all cost (including any material, labor, profit or overhead) up to the date of written request.
- L. Customer Changes:** In the event the customer changes any aspect of work after receipt of Purchase Order or acknowledgement to proceed, KEMCO reserves the right to issue change orders for the full amount of cost (includes any material, labor, profit or overhead) associated with such changes.
- M. Warranty:** KEMCO Industries, LLC warrants the products and/or equipment furnished shall be free from defects in material and workmanship for a period of one year from date of shipment. The warranty only applies to the original Purchaser. The products shall conform to the original specifications, drawings or industry standards.
  - M1. The defective items will be repaired or replaced at our option, at no charge, upon receipt of prompt written notice from Purchaser detailing the defect or non-conformity. Such repair or replacement is the exclusive remedy available from KEMCO Industries. The company is not liable for labor costs incurred in removal, reinstallation or other unauthorized repair of the item, for damages of any type whatsoever or for shipping charges from the Purchaser. This warranty shall be void in the event of unauthorized modification or use of the product.
  - M2. KEMCO Industries purchases, assembles, and provides components from other suppliers. In those instances when supplier's component problems occur, KEMCO Industries, LLC will handle and resolve these directly with the supplier or their representative.
  - M3. The foregoing warranty is exclusive and in lieu of any other warranties of quality, whether expressed or implied (including any and all warranty of merchantability of fitness of purpose).
- N. Intellectual Property:** KEMCO Industries, LLC may develop drawings, procedures and/or work instructions necessary for manufacturing. These documents contain confidential and proprietary information to KEMCO Industries, LLC and will not be released, reprinted, redistributed, reproduced or used in whole or in part without written approval from a managing member of KEMCO Industries, LLC.

Last Revision: February 4, 2025

# KEMCO Industries, LLC

## Metal Fabrication and Relay Panels

3851 E Lake Mary Blvd • Sanford, FL 32773

(407) 322-1230 Fax: (407) 322-0032

May 20, 2025

Quote No.: 43500

## Bill of Materials

Jacksonville Electric Authority

### Relay Panel 3, 230kV Line 941, Miller Substation

Item	Quantity	Part Number	Description
1	1.00 EA	0411L1X6X5C6ECXH624E4E4	Relay, SEL-411, Standard Plus Sub-Cycle Distance Elements, Series Compensation Logic and Traveling Wave Fault Location Firmware, 125-250 Vdc or 110-240 Vac Power supply, 125 Vdc Input voltage, Horizontal Rack Mount, 6RU, Configuration Number 411L#8PWC <i>Mfr.: Schweitzer Engineering Laboratories</i>
2	1.00 EA	04214615XC0X4H75X5XXX	Relay, SEL-421, Standard Firmware, 125/250 Vdc or 120/240 Vac Power Supply, Two 10/100BASE-T Connectors, 125 Vdc Mainboard Input Voltage, Horizontal Rack Mount, 5RU, Configuration Code: 421#8KG4 <i>Mfr.: Schweitzer Engineering Laboratories</i>
3	6.00 EA	116B6708G7-C	Indicating Light, GE ET-16, 70Vac, Incandescent Bulb, Clear Cap <i>Mfr.: GE Grid Solutions, LLC</i>
4	8.00 EA	BSD-1118-026	Bulb, LED, White <i>Mfr.: Ledtronics Inc.</i>
5	2.00 EA	116B6708G3-C	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Clear Cap <i>Mfr.: GE Grid Solutions, LLC</i>
6	1.00 EA	SHARK1006010V3D2485PX	Model1 Power Meter, Power Supply 90-265VAC / 100-370-VDC, Current Input Class 0-11A (5A nominal), 60 Hz <i>Mfr.: Electro Industries</i>
7	1.00 EA	APP-601-D-09A-24E-0-4	DFR Acquisition Unit, Type-601 APP-601 DAU Chassis, 125VDC Includes: Slot 1, 2, 3 - Analog Input Cards Slot 7 - DSP Card Slot 8, 9 - Digital Input Card with Internal Wetting Slot 10 - Digital Input Card with External Wetting Slot 12 - Alarm Circuit Board APP-00037 10AWG Ground Assembly 10' <i>Mfr.: APP Engineering</i>
8	2.00 EA	FRXG-001-001-001	Test Switch, FT-19R, Arranged As (P P P P P P P P P P) (P P P P P P P P P P) (P P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover



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Quote No.: 43500

### Bill of Materials

Jacksonville Electric Authority

#### Relay Panel 3, 230kV Line 941, Miller Substation

Item	Quantity	Part Number	Description
<i>Mfr.: ABB, Inc.</i>			
9	1.00 EA	FRXG-083-001-001	Test Switch, FT-19R, Arranged As (C-C C-C C-C C-C P P) (P P P P P P P P P P) (P P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>
10	2.00 EA	FRXG-014-014-001	Test Switch, FT-19R, Arranged As (P P P C-C C-C C-C P) (P P P C-C C-C C-C P) (P P P P P P P P P P), 3RU Low Switches, Steel, ANSI 61 Gray, Screw Terminals, FULL Clear Cover <i>Mfr.: ABB, Inc.</i>
11	6.00 EA	EB27B04S	Terminal Block, GE EB-27, 4 Pole, 600V, 30A, Standard Connectors with Short Circuiting Bar <i>Mfr.: GE Grid Solutions, LLC</i>
12	18.00 EA	1512STD	Terminal Block, Marathon 1500 Series, 12 Pole, 600V, 30A, Standard Connectors <i>Mfr.: Marathon Special Products</i>
13	1.00 EA	F30A1S	Fuse Block, Class H, 1 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
14	1.00 EA	NON-15	Fuse, Type NON, Class K5 & H, 125VDC, 15A <i>Mfr.: Bussmann by Eaton</i>
15	4.00 EA	F30A2S	Fuse Block, Class H, 2 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
16	8.00 EA	NON-10	Fuse, Type NON, Class K5 & H, 125VDC, 10A <i>Mfr.: Bussmann by Eaton</i>
17	2.00 EA	F30A3S	Fuse Block, Class H, 3 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
18	6.00 EA	NON-6	Fuse, Type NON, Class K5 & H, 125VDC, 6A <i>Mfr.: Bussmann by Eaton</i>
19	1.00 EA	CS115I	Switch, Single Pole, 15A, 120/277 Volts <i>Mfr.: Hubbell</i>
20	2.00 EA	CR15I	Receptacle, Duplex, 120 VAC, 15A, Ivory. <i>Mfr.: Hubbell</i>
21	3.00 EA	58361 1/2	Handy Box, 2" x 4", 1-7/8" Depth, 1/2" Knockouts <i>Mfr.: Thomas &amp; Betts</i>



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May 20, 2025

**Quote No.: 43500**

## Bill of Materials

Jacksonville Electric Authority

### Relay Panel 3, 230kV Line 941, Miller Substation

Item	Quantity	Part Number	Description
22	1.00 EA	58 C 30	Cover Plate, for Single Toggle Switch, Fits on 2" x 4" Handy Box <i>Mfr.: Hubbell</i>
23	2.00 EA	58 C 7	Cover Plate, for Single Duplex Receptacle, Galvanized, Fits on 2" x 4" Handy Box. (TP616 is an acceptable replacement) <i>Mfr.: Thomas &amp; Betts</i>
24	1.00 EA	NUD8818/30W	LED Light Fixture, 18", 120V, 11W <i>Mfr.: Nora Lighting</i>
25	1.00 EA	129A514G01	Test Switch, FT-1, Arranged As (P P P C-C C-C C-C P), Black Cover, Screw Terminals <i>Mfr.: ABB, Inc.</i>
26	2.00 EA	2894MXX	Interface Converter, EIA-232 to IEEE C37.94, Male DB-9 Connector, Key Code 2070 <i>Mfr.: Schweitzer Engineering Laboratories</i>





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May 20, 2025

Quote No.: 43500

### Bill of Materials

Jacksonville Electric Authority

#### Relay Panel 4, 230kV Breaker 94188 and 988T1

Item	Quantity	Part Number	Description
1	2.00 EA	04515615XC0X4H78484XX	Relay, SEL-451, Standard Firmware, 125/250 Vdc or 120/240 Vac Power Supply, Two 10/100BASE-T Connectors, 125 Vdc Mainboard Input Voltage, Horizontal Rack Mount, 5RU, Configuration Code: 451#G9D4 <i>Mfr.: Schweitzer Engineering Laboratories</i>
2	2.00 EA	78PB07D	Lockout Relay, Series 24, Manual Reset, 7 Decks, 125 VDC, Green and Red LED's, Engraving Code 102C-2L22 (Title "LOCK-OUT RELAY", "TRIP", "RESET") <i>Mfr.: Electroswitch</i>
3	4.00 EA	116B6708G3-R	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Red Cap <i>Mfr.: GE Grid Solutions, LLC</i>
4	4.00 EA	BSD-1118-001	Bulb, LED, Red <i>Mfr.: Ledtronics Inc.</i>
5	2.00 EA	116B6708G3-G	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Green Cap <i>Mfr.: GE Grid Solutions, LLC</i>
6	2.00 EA	BSD-1118-006	Bulb, LED, Green <i>Mfr.: Ledtronics Inc.</i>
7	2.00 EA	116B6708G3-C	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Clear Cap <i>Mfr.: GE Grid Solutions, LLC</i>
8	2.00 EA	BSD-1118-026	Bulb, LED, White <i>Mfr.: Ledtronics Inc.</i>
9	2.00 EA	376A1127G1X2	Control Switch, Type SB-10, Spring Return to Position 2, 4 Decks, Large Pistol Grip Handle, Engraved, Title: "PULL OUT FOR SUPV", Position 1 "TRIP", Position 2 "(PULL OUT)", Position 3 "CLOSE" <i>Mfr.: GE Grid Solutions, LLC</i>
10	4.00 EA	FRXG-001-001-001	Test Switch, FT-19R, Arranged As (P P P P P P P P P P) (P P P P P P P P P P) (P P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>



# KEMCO Industries, LLC

## Metal Fabrication and Relay Panels

3851 E Lake Mary Blvd • Sanford, FL 32773

(407) 322-1230 Fax: (407) 322-0032

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Quote No.: 43500

### Bill of Materials

Jacksonville Electric Authority

#### Relay Panel 4, 230kV Breaker 94188 and 988T1

Item	Quantity	Part Number	Description
11	2.00 EA	FRXG-083-001-001	Test Switch, FT-19R, Arranged As (C-C C-C C-C C-C P P) (P P P P P P P P P P) (P P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>
12	4.00 EA	EB27B04S	Terminal Block, GE EB-27, 4 Pole, 600V, 30A, Standard Connectors with Short Circuiting Bar <i>Mfr.: GE Grid Solutions, LLC</i>
13	24.00 EA	1512STD	Terminal Block, Marathon 1500 Series, 12 Pole, 600V, 30A, Standard Connectors <i>Mfr.: Marathon Special Products</i>
14	5.00 EA	F30A1S	Fuse Block, Class H, 1 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
15	4.00 EA	NON-6	Fuse, Type NON, Class K5 & H, 125VDC, 6A <i>Mfr.: Bussmann by Eaton</i>
16	1.00 EA	NUD8818/30W	LED Light Fixture, 18", 120V, 11W <i>Mfr.: Nora Lighting</i>
17	1.00 EA	NON-15	Fuse, Type NON, Class K5 & H, 125VDC, 15A <i>Mfr.: Bussmann by Eaton</i>
18	6.00 EA	F30A2S	Fuse Block, Class H, 2 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
19	4.00 EA	NON-10	Fuse, Type NON, Class K5 & H, 125VDC, 10A <i>Mfr.: Bussmann by Eaton</i>
20	2.00 EA	58 C 7	Cover Plate, for Single Duplex Receptacle, Galvanized, Fits on 2" x 4" Handy Box. (TP616 is an acceptable replacement) <i>Mfr.: Thomas &amp; Betts</i>
21	8.00 EA	NON-30	Fuse, Type NON, Class K5 & H, 125VDC, 30A <i>Mfr.: Bussmann by Eaton</i>
22	1.00 EA	CS115I	Switch, Single Pole, 15A, 120/277 Volts <i>Mfr.: Hubbell</i>
23	2.00 EA	CR15I	Receptacle, Duplex, 120 VAC, 15A, Ivory. <i>Mfr.: Hubbell</i>
24	3.00 EA	58361 1/2	Handy Box, 2" x 4", 1-7/8" Depth, 1/2" Knockouts <i>Mfr.: Thomas &amp; Betts</i>



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## Bill of Materials

Jacksonville Electric Authority

### Relay Panel 4, 230kV Breaker 94188 and 988T1

Item	Quantity	Part Number	Description
25	1.00 EA	58 C 30	Cover Plate, for Single Toggle Switch, Fits on 2" x 4" Handy Box <i>Mfr.: Hubbell</i>



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Jacksonville Electric Authority

#### Relay Panel 5, 230kV Line 988, Miller Substation

Item	Quantity	Part Number	Description
1	2.00 EA	0411L1X6X5C6EEXH624E4E4	Relay, SEL-411, Standard Plus Sub-Cycle Distance Elements, Series Compensation Logic and Traveling Wave Fault Location Firmware, 125-250 Vdc or 110-240 Vac Power supply, 125 Vdc Input voltage, Horizontal Rack Mount, 6RU, Configuration Number 411L#K7K5 <i>Mfr.: Schweitzer Engineering Laboratories</i>
2	1.00 EA	SHARK1006010V3D2485PX	Model1 Power Meter, Power Supply 90-265VAC / 100-370-VDC, Current Input Class 0-11A (5A nominal), 60 Hz <i>Mfr.: Electro Industries</i>
3	6.00 EA	116B6708G7-C	Indicating Light, GE ET-16, 70Vac, Incandescent Bulb, Clear Cap <i>Mfr.: GE Grid Solutions, LLC</i>
4	8.00 EA	BSD-1118-026	Bulb, LED, White <i>Mfr.: Ledtronics Inc.</i>
5	2.00 EA	116B6708G3-C	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Clear Cap <i>Mfr.: GE Grid Solutions, LLC</i>
6	1.00 EA	129A514G01	Test Switch, FT-1, Arranged As (P P P C-C C-C C-C P), Black Cover, Screw Terminals <i>Mfr.: ABB, Inc.</i>
7	1.00 EA	APP-601-D-09A-24E-2-4	DFR Acquisition Unit, APP-601 DAU Chassis, 125VDC Includes: Slot 1, 2, 3 - Analog Input Cards Slot 7 - DSP Card Slot 8, 9 - Digital Input Card with Internal Wetting Slot 10 - Digital Input Card with External Wetting APP-00037 10AWG Ground Assembly 10' <i>Mfr.: APP Engineering</i>
8	2.00 EA	FRXG-001-001-001	Test Switch, FT-19R, Arranged As (P P P P P P P P P P) (P P P P P P P P P P) (P P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>

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### Bill of Materials

Jacksonville Electric Authority

#### Relay Panel 5, 230kV Line 988, Miller Substation

Item	Quantity	Part Number	Description
9	1.00 EA	FRXG-083-001-001	Test Switch, FT-19R, Arranged As (C-C C-C C-C C-C P P) (P P P P P P P P P P) (P P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>
10	2.00 EA	FRXG-014-014-001	Test Switch, FT-19R, Arranged As (P P P C-C C-C C-C P) (P P P C-C C-C C-C P) (P P P P P P P P P P), 3RU Low Switches, Steel, ANSI 61 Gray, Screw Terminals, FULL Clear Cover <i>Mfr.: ABB, Inc.</i>
11	6.00 EA	EB27B04S	Terminal Block, GE EB-27, 4 Pole, 600V, 30A, Standard Connectors with Short Circuiting Bar <i>Mfr.: GE Grid Solutions, LLC</i>
12	18.00 EA	1512STD	Terminal Block, Marathon 1500 Series, 12 Pole, 600V, 30A, Standard Connectors <i>Mfr.: Marathon Special Products</i>
13	1.00 EA	F30A1S	Fuse Block, Class H, 1 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
14	1.00 EA	NON-15	Fuse, Type NON, Class K5 & H, 125VDC, 15A <i>Mfr.: Bussmann by Eaton</i>
15	4.00 EA	F30A2S	Fuse Block, Class H, 2 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
16	8.00 EA	NON-10	Fuse, Type NON, Class K5 & H, 125VDC, 10A <i>Mfr.: Bussmann by Eaton</i>
17	2.00 EA	F30A3S	Fuse Block, Class H, 3 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
18	6.00 EA	NON-6	Fuse, Type NON, Class K5 & H, 125VDC, 6A <i>Mfr.: Bussmann by Eaton</i>
19	1.00 EA	CS115I	Switch, Single Pole, 15A, 120/277 Volts <i>Mfr.: Hubbell</i>
20	2.00 EA	CR15I	Receptacle, Duplex, 120 VAC, 15A, Ivory. <i>Mfr.: Hubbell</i>
21	3.00 EA	58361 1/2	Handy Box, 2" x 4", 1-7/8" Depth, 1/2" Knockouts <i>Mfr.: Thomas &amp; Betts</i>
22	1.00 EA	58 C 30	Cover Plate, for Single Toggle Switch, Fits on 2" x 4" Handy Box

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## Metal Fabrication and Relay Panels

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### Relay Panel 5, 230kV Line 988, Miller Substation

Item	Quantity	Part Number	Description
<i>Mfr.: Hubbell</i>			
23	2.00 EA	58 C 7	Cover Plate, for Single Duplex Receptacle, Galvanized, Fits on 2" x 4" Handy Box. (TP616 is an acceptable replacement) <i>Mfr.: Thomas &amp; Betts</i>
24	1.00 EA	NUD8818/30W	LED Light Fixture, 18", 120V, 11W <i>Mfr.: Nora Lighting</i>





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Jacksonville Electric Authority

#### Jemstar Metering Panel 6, 230kV Line 988

Item	Quantity	Part Number	Description
1	3.00 EA	EB27B04S	Terminal Block, GE EB-27, 4 Pole, 600V, 30A, Standard Connectors with Short Circuiting Bar <i>Mfr.: GE Grid Solutions, LLC</i>
2	17.00 EA	1512STD	Terminal Block, Marathon 1500 Series, 12 Pole, 600V, 30A, Standard Connectors <i>Mfr.: Marathon Special Products</i>
3	2.00 EA	F30A1S	Fuse Block, Class H, 1 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
4	4.00 EA	NON-6	Fuse, Type NON, Class K5 & H, 125VDC, 6A <i>Mfr.: Bussmann by Eaton</i>
5	4.00 EA	NON-5	Fuse, Type NON, Class K5 & H, 125VDC, 5A <i>Mfr.: Bussmann by Eaton</i>
6	1.00 EA	NON-15	Fuse, Type NON, Class K5 & H, 125VDC, 15A <i>Mfr.: Bussmann by Eaton</i>
7	8.00 EA	F30A2S	Fuse Block, Class H, 2 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
8	12.00 EA	NON-10	Fuse, Type NON, Class K5 & H, 125VDC, 10A <i>Mfr.: Bussmann by Eaton</i>
9	1.00 EA	F30A3S	Fuse Block, Class H, 3 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
10	1.00 EA	CS115I	Switch, Single Pole, 15A, 120/277 Volts <i>Mfr.: Hubbell</i>
11	2.00 EA	JSII-09R6020-1C/2B/3A-DIO-IB	JEMStarII-09-R-60-10-1B/2A3A-DIO/1B-EAP-P <i>Mfr.: Ametek Power Instruments-Rochester</i>
12	2.00 EA	SPR-24	Repeating Pulse Relay, 90 to 3 VAC. Burden: 10 mA at 120 VAC Power Supply, 125 VDC 500Vrms Control Input, Any Position Mounting. Part #SS5106B-00001 <i>Mfr.: Radian Research, Inc</i>
13	3.00 EA	C129A514G01	Test Switch, FT-1, Arranged as (P P P C-C C-C C-C P), Clear Cover, Screw Terminals <i>Mfr.: ABB, Inc.</i>
14	1.00 EA	58 C 30	Cover Plate, for Single Toggle Switch, Fits on 2" x 4" Handy Box <i>Mfr.: Hubbell</i>
15	1.00 EA	NUD8818/30W	LED Light Fixture, 18", 120V, 11W

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#### Jemstar Metering Panel 6, 230kV Line 988

Item	Quantity	Part Number	Description
<i>Mfr.: Nora Lighting</i>			
16	1.00 EA	CR15I	Receptacle, Duplex, 120 VAC, 15A, Ivory. <i>Mfr.: Hubbell</i>
17	2.00 EA	58361 1/2	Handy Box, 2" x 4", 1-7/8" Depth, 1/2" Knockouts <i>Mfr.: Thomas &amp; Betts</i>
18	1.00 EA	58 C 7	Cover Plate, for Single Duplex Receptacle, Galvanized, Fits on 2" x 4" Handy Box. (TP616 is an acceptable replacement) <i>Mfr.: Thomas &amp; Betts</i>
19	1.00 EA	METSEION95030	PowerLogic ION9000 Meter, DIN Mount, No Display, HW Kit; S7650U1C0B6F1A0A <i>Mfr.: Schneider Electric USA, Inc.</i>



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#### Relay Panel 8, 230kV Breaker 975T2

Item	Quantity	Part Number	Description
1	1.00 EA	04515615XC0X4H78484XX	Relay, SEL-451, Standard Firmware, 125/250 Vdc or 120/240 Vac Power Supply, Two 10/100BASE-T Connectors, 125 Vdc Mainboard Input Voltage, Horizontal Rack Mount, 5RU, Configuration Code:451#G9D4 <i>Mfr.: Schweitzer Engineering Laboratories</i>
2	1.00 EA	78PB07D	Lockout Relay, Series 24, Manual Reset, 7 Decks, 125 VDC, Green and Red LED's, Engraving Code 102C-2L22 (Title "LOCK-OUT RELAY", "TRIP", "RESET") <i>Mfr.: Electros witch</i>
3	2.00 EA	116B6708G3-R	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Red Cap <i>Mfr.: GE Grid Solutions, LLC</i>
4	2.00 EA	BSD-1118-001	Bulb, LED, Red <i>Mfr.: Ledtronics Inc.</i>
5	1.00 EA	116B6708G3-G	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Green Cap <i>Mfr.: GE Grid Solutions, LLC</i>
6	1.00 EA	BSD-1118-006	Bulb, LED, Green <i>Mfr.: Ledtronics Inc.</i>
7	1.00 EA	116B6708G3-C	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Clear Cap <i>Mfr.: GE Grid Solutions, LLC</i>
8	1.00 EA	BSD-1118-026	Bulb, LED, White <i>Mfr.: Ledtronics Inc.</i>
9	1.00 EA	376A1127G1X2	Control Switch, Type SB-10, Spring Return to Position 2, 4 Decks, Large Pistol Grip Handle, Engraved, Title: "PULL OUT FOR SUPV", Position 1 "TRIP", Position 2 "(PULL OUT)", Position 3 "CLOSE" <i>Mfr.: GE Grid Solutions, LLC</i>
10	2.00 EA	FRXG-001-001-001	Test Switch, FT-19R, Arranged As (P P P P P P P P P P) (P P P P P P P P P P) (P P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>



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Jacksonville Electric Authority

#### Relay Panel 8, 230kV Breaker 975T2

Item	Quantity	Part Number	Description
11	1.00 EA	FRXG-083-001-001	Test Switch, FT-19R, Arranged As (C-C C-C C-C C-C P P) (P P P P P P P P P) (P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>
12	4.00 EA	EB27B04S	Terminal Block, GE EB-27, 4 Pole, 600V, 30A, Standard Connectors with Short Circuiting Bar <i>Mfr.: GE Grid Solutions, LLC</i>
13	24.00 EA	1512STD	Terminal Block, Marathon 1500 Series, 12 Pole, 600V, 30A, Standard Connectors <i>Mfr.: Marathon Special Products</i>
14	5.00 EA	F30A1S	Fuse Block, Class H, 1 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
15	4.00 EA	NON-6	Fuse, Type NON, Class K5 & H, 125VDC, 6A <i>Mfr.: Bussmann by Eaton</i>
16	1.00 EA	NUD8818/30W	LED Light Fixture, 18", 120V, 11W <i>Mfr.: Nora Lighting</i>
17	1.00 EA	NON-15	Fuse, Type NON, Class K5 & H, 125VDC, 15A <i>Mfr.: Bussmann by Eaton</i>
18	6.00 EA	F30A2S	Fuse Block, Class H, 2 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
19	4.00 EA	NON-10	Fuse, Type NON, Class K5 & H, 125VDC, 10A <i>Mfr.: Bussmann by Eaton</i>
20	2.00 EA	58 C 7	Cover Plate, for Single Duplex Receptacle, Galvanized, Fits on 2" x 4" Handy Box. (TP616 is an acceptable replacement) <i>Mfr.: Thomas &amp; Betts</i>
21	8.00 EA	NON-30	Fuse, Type NON, Class K5 & H, 125VDC, 30A <i>Mfr.: Bussmann by Eaton</i>
22	1.00 EA	CS115I	Switch, Single Pole, 15A, 120/277 Volts <i>Mfr.: Hubbell</i>
23	2.00 EA	CR15I	Receptacle, Duplex, 120 VAC, 15A, Ivory. <i>Mfr.: Hubbell</i>
24	3.00 EA	58361 1/2	Handy Box, 2" x 4", 1-7/8" Depth, 1/2" Knockouts <i>Mfr.: Thomas &amp; Betts</i>



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### Relay Panel 8, 230kV Breaker 975T2

Item	Quantity	Part Number	Description
25	1.00 EA	58 C 30	Cover Plate, for Single Toggle Switch, Fits on 2" x 4" Handy Box <i>Mfr.: Hubbell</i>



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#### Relay Panel 9, 230kV Line 975, Miller Substation

Item	Quantity	Part Number	Description
1	1.00 EA	0411L1X6X5C6ECXH624E4E4	Relay, SEL-411, Standard Plus Sub-Cycle Distance Elements, Series Compensation Logic and Traveling Wave Fault Location Firmware, 125-250 Vdc or 110-240 Vac Power supply, 125 Vdc Input voltage, Horizontal Rack Mount, 6RU, Configuration Number 411L#8PWC <i>Mfr.: Schweitzer Engineering Laboratories</i>
2	1.00 EA	04214615XC0X4H75X5XXX	Relay, SEL-421, Standard Firmware, 125/250 Vdc or 120/240 Vac Power Supply, Two 10/100BASE-T Connectors, 125 Vdc Mainboard Input Voltage, Horizontal Rack Mount, 5RU, Configuration Code: 421#8KG4 <i>Mfr.: Schweitzer Engineering Laboratories</i>
3	6.00 EA	116B6708G7-C	Indicating Light, GE ET-16, 70Vac, Incandescent Bulb, Clear Cap <i>Mfr.: GE Grid Solutions, LLC</i>
4	8.00 EA	BSD-1118-026	Bulb, LED, White <i>Mfr.: Ledtronics Inc.</i>
5	2.00 EA	116B6708G3-C	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Clear Cap <i>Mfr.: GE Grid Solutions, LLC</i>
6	1.00 EA	SHARK1006010V3D2485PX	Model1 Power Meter, Power Supply 90-265VAC / 100-370-VDC, Current Input Class 0-11A (5A nominal), 60 Hz <i>Mfr.: Electro Industries</i>
7	1.00 EA	APP-601-D-09A-24E-0-4	DFR Acquisition Unit, Type-601 APP-601 DAU Chassis, 125VDC Includes: Slot 1, 2, 3 - Analog Input Cards Slot 7 - DSP Card Slot 8, 9 - Digital Input Card with Internal Wetting Slot 10 - Digital Input Card with External Wetting Slot 12 - Alarm Circuit Board APP-00037 10AWG Ground Assembly 10' <i>Mfr.: APP Engineering</i>
8	2.00 EA	FRXG-001-001-001	Test Switch, FT-19R, Arranged As (P P P P P P P P P P) (P P P P P P P P P P) (P P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover





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#### Relay Panel 9, 230kV Line 975, Miller Substation

Item	Quantity	Part Number	Description
<i>Mfr.: ABB, Inc.</i>			
9	1.00 EA	FRXG-083-001-001	Test Switch, FT-19R, Arranged As (C-C C-C C-C C-C P P) (P P P P P P P P P) (P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>
10	2.00 EA	FRXG-014-014-001	Test Switch, FT-19R, Arranged As (P P P C-C C-C C-C P) (P P P C-C C-C C-C P) (P P P P P P P P P), 3RU Low Switches, Steel, ANSI 61 Gray, Screw Terminals, FULL Clear Cover <i>Mfr.: ABB, Inc.</i>
11	6.00 EA	EB27B04S	Terminal Block, GE EB-27, 4 Pole, 600V, 30A, Standard Connectors with Short Circuiting Bar <i>Mfr.: GE Grid Solutions, LLC</i>
12	18.00 EA	1512STD	Terminal Block, Marathon 1500 Series, 12 Pole, 600V, 30A, Standard Connectors <i>Mfr.: Marathon Special Products</i>
13	1.00 EA	F30A1S	Fuse Block, Class H, 1 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
14	1.00 EA	NON-15	Fuse, Type NON, Class K5 & H, 125VDC, 15A <i>Mfr.: Bussmann by Eaton</i>
15	4.00 EA	F30A2S	Fuse Block, Class H, 2 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
16	8.00 EA	NON-10	Fuse, Type NON, Class K5 & H, 125VDC, 10A <i>Mfr.: Bussmann by Eaton</i>
17	2.00 EA	F30A3S	Fuse Block, Class H, 3 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
18	6.00 EA	NON-6	Fuse, Type NON, Class K5 & H, 125VDC, 6A <i>Mfr.: Bussmann by Eaton</i>
19	1.00 EA	CS115I	Switch, Single Pole, 15A, 120/277 Volts <i>Mfr.: Hubbell</i>
20	2.00 EA	CR15I	Receptacle, Duplex, 120 VAC, 15A, Ivory. <i>Mfr.: Hubbell</i>
21	3.00 EA	58361 1/2	Handy Box, 2" x 4", 1-7/8" Depth, 1/2" Knockouts <i>Mfr.: Thomas &amp; Betts</i>



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### Relay Panel 9, 230kV Line 975, Miller Substation

Item	Quantity	Part Number	Description
22	1.00 EA	58 C 30	Cover Plate, for Single Toggle Switch, Fits on 2" x 4" Handy Box <i>Mfr.: Hubbell</i>
23	2.00 EA	58 C 7	Cover Plate, for Single Duplex Receptacle, Galvanized, Fits on 2" x 4" Handy Box. (TP616 is an acceptable replacement) <i>Mfr.: Thomas &amp; Betts</i>
24	1.00 EA	NUD8818/30W	LED Light Fixture, 18", 120V, 11W <i>Mfr.: Nora Lighting</i>
25	1.00 EA	129A514G01	Test Switch, FT-1, Arranged As (P P P C-C C-C C-C P), Black Cover, Screw Terminals <i>Mfr.: ABB, Inc.</i>
26	2.00 EA	2894MXX	Interface Converter, EIA-232 to IEEE C37.94, Male DB-9 Connector, Key Code 2070 <i>Mfr.: Schweitzer Engineering Laboratories</i>



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### Relay Panel 10, Integration Miller Substation

Item	Quantity	Part Number	Description
1	1.00 EA	252301H23A0A0XX	Annunciator panel, SEL-2523, 1 EIA-232 Rear Port, 1 EIA-232 Front Port, 125/250 Vdc or Vac Power Supply, 125 Vdc or Vac Control Input Voltage, Horizontal Rack Mount, 5RU, Configuration Number 2523#YPEJ <i>Mfr.: Schweitzer Engineering Laboratories</i>
2	1.00 EA	24880RAA1181BX23X	Satellite Synchronized Network Clock, IRIG-B, NTP Time Distribution, 125/250 VDC or VAC Power Supply 4 10/100BASE-T Connectors, Complete Antenna Installation Kit: Includes GPS/GLONASS Antenna (SEL-9524B), 50ft LMR-400 cable (SEL-C961-050), Gas Tube Coaxial Surge Protector and Mounting Kit (915900139), 25ft LMR-400 cable (SEL-C961-025), Antenna Pipe-Mounting Kit (915900043) Configuration Code: 2488#H4W9 <i>Mfr.: Schweitzer Engineering Laboratories</i>
3	2.00 EA	3350#MYD3	Relay, SEL-3350, Automation Controller <i>Mfr.: Schweitzer Engineering Laboratories</i>
4	1.00 EA	2902#LE5E	SEL-2902 RJ45 to DB-9 Adapter Panel, Adjustable Rack Mount. <i>Mfr.: Schweitzer Engineering Laboratories</i>
5	1.00 EA	91610054	19" Touchscreen Monitor, Display Port/VGA, with a 19" Rack Mount Bracket and 120/240 Vac 125/250 Vdc Power Supply <i>Mfr.: Schweitzer Engineering Laboratories</i>
6	1.00 EA	91610049	Rack Mount USB Keyboard with Drawer and Integrated Trackball <i>Mfr.: Schweitzer Engineering Laboratories</i>
7	1.00 EA	2240#C6VE	SEL-2240 Axion Node. Configuration Code: 2240#C6VE <i>Mfr.: Schweitzer Engineering Laboratories</i>



# KEMCO Industries, LLC

## Metal Fabrication and Relay Panels

3851 E Lake Mary Blvd • Sanford, FL 32773

(407) 322-1230 Fax: (407) 322-0032

May 20, 2025

Quote No.: 43500

### Bill of Materials

Jacksonville Electric Authority

#### Relay Panel 10, Integration Miller Substation

Item	Quantity	Part Number	Description
8	1.00 EA	APP-601-C501-00A-00E-W10	(AKA APP-501-00A-00E-0) APP-501 Computer Control Chassis, 125VDC Horizontal Rack Mounted Includes: Dell Laptop, 2.5" 1TB HDD, Intel i5 processor, 4GB RAM, 8x DVD RW Drive, 14.1" Screen, 1-RS232, 2-Ethernet, 2-USB, 56K Modem, Windows 10, Keyboard Power cable APP00037 10AWG Ground Assembly, 10' Length APP00088 Programming Cable with Adapter Spare Hard Drive (1) System Instruction Manual & Drawings Laminated Configuration Guide & Connection Diagram <i>Mfr.: APP Engineering</i>
9	3.00 EA	EB27B04S	Terminal Block, GE EB-27, 4 Pole, 600V, 30A, Standard Connectors with Short Circuiting Bar <i>Mfr.: GE Grid Solutions, LLC</i>
10	16.00 EA	1512STD	Terminal Block, Marathon 1500 Series, 12 Pole, 600V, 30A, Standard Connectors <i>Mfr.: Marathon Special Products</i>
11	1.00 EA	F30A1S	Fuse Block, Class H, 1 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
12	1.00 EA	NON-15	Fuse, Type NON, Class K5 & H, 125VDC, 15A <i>Mfr.: Bussmann by Eaton</i>
13	12.00 EA	F30A2S	Fuse Block, Class H, 2 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
14	24.00 EA	NON-10	Fuse, Type NON, Class K5 & H, 125VDC, 10A <i>Mfr.: Bussmann by Eaton</i>
15	1.00 EA	2731#R05H	Ethernet Switch SEL-2731 <i>Mfr.: Schweitzer Engineering Laboratories</i>
16	1.00 EA	CS115I	Switch, Single Pole, 15A, 120/277 Volts <i>Mfr.: Hubbell</i>
17	1.00 EA	CR15I	Receptacle, Duplex, 120 VAC, 15A, Ivory. <i>Mfr.: Hubbell</i>

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#### Relay Panel 10, Integration Miller Substation

Item	Quantity	Part Number	Description
18	2.00 EA	58361 1/2	Handy Box, 2" x 4", 1-7/8" Depth, 1/2" Knockouts <i>Mfr.: Thomas &amp; Betts</i>
19	1.00 EA	58 C 30	Cover Plate, for Single Toggle Switch, Fits on 2" x 4" Handy Box <i>Mfr.: Hubbell</i>
20	1.00 EA	58 C 7	Cover Plate, for Single Duplex Receptacle, Galvanized, Fits on 2" x 4" Handy Box. (TP616 is an acceptable replacement) <i>Mfr.: Thomas &amp; Betts</i>
21	1.00 EA	NUD8818/30W	LED Light Fixture, 18", 120V, 11W <i>Mfr.: Nora Lighting</i>
22	2.00 EA	2814M0	Transceiver, SEL-2814, EIA-232 to Multimode Fiber Converter, Male DB-9 Connector, Key Code 1190 <i>Mfr.: Schweitzer Engineering Laboratories</i>
23	2.00 EA	C808G020SSX0015	Cable, Multimode Fiber Optic, ST Connector on Both Ends, Waterproof Heavy Duty Jacketed 2 Fibers, 15 m, Configuration Code: C808#2NGC <i>Mfr.: Schweitzer Engineering Laboratories</i>
24	9.00 EA	CA605CAX006	SEL-CA605 CAT 5e Ethernet Cable, Gray, 6 feet in length, Config. Number CA605#8G4G <i>Mfr.: Schweitzer Engineering Laboratories</i>
25	1.00 EA	C972-010	C972 IRIG-B 10ft Cable Key Code 1786 <i>Mfr.: Schweitzer Engineering Laboratories</i>
26	2.00 EA	C953-006	Cable, Coax, RG58 with BNC Connectors on Both Ends, 6 Feet. Configuration Number - C953#MH74 <i>Mfr.: Schweitzer Engineering Laboratories</i>
27	2.00 EA	C953-015	SEL-C953 Coaxial Cable for IRIG-B Distribution, Configuration Number C953#KNGG <i>Mfr.: Schweitzer Engineering Laboratories</i>
28	2.00 EA	C953-055	Cable, Coax, RG58 with BNC Connectors on Both Ends, 55 Feet Key Code 1852 <i>Mfr.: Schweitzer Engineering Laboratories</i>
29	1.00 EA	FRXG-001-001-001	Test Switch, FT-19R, Arranged As (P P P P P P P P P) (P P P P P P P P P) (P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover



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## Bill of Materials

Jacksonville Electric Authority

### Relay Panel 10, Integration Miller Substation

Item	Quantity	Part Number	Description
			<i>Mfr.: ABB, Inc.</i>
30	1.00 EA	C960-075	SEL-C960 Coaxial Cable 75FT., Key Code 1857 <i>Mfr.: Schweitzer Engineering Laboratories</i>
31	1.00 EA	C961-075	SEL-C961 Coaxial Cable, TNC Connectors, 75 ft, Key Code 1861 <i>Mfr.: Schweitzer Engineering Laboratories</i>
32	1.00 EA	CA605CAX010	SEL-CA605 CAT 5e Ethernet Cable, Gray, 10 feet in length, Key Code 3827 <i>Mfr.: Schweitzer Engineering Laboratories</i>





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### Communication Rack, Miller Substation

Item	Quantity	Part Number	Description
1	1.00 EA	R2P	Network Rack, 20"W x 3"D x 84"H, 45RU, Aluminum, Black <i>Mfr.: Panduit</i>
2	2.00 EA	WMPVHC45E	Vertical Cable Manager, 45RU, 83 H x 6.7 W x 14.1 in. D <i>Mfr.: Panduit</i>
3	1.00 EA	GROUND BUS BAR	<i>Mfr.: KEMCO Industries, LLC</i>



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Jacksonville Electric Authority

### Security Rack, Miller Substation

Item	Quantity	Part Number	Description
1	1.00 EA	R2P	Network Rack, 20"W x 3"D x 84"H, 45RU, Aluminum, Black <i>Mfr.: Panduit</i>
2	1.00 EA	GROUND BUS BAR	<i>Mfr.: KEMCO Industries, LLC</i>



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Jacksonville Electric Authority

#### Optional Equipment for Panel 8, Miller Substation

Item	Quantity	Part Number	Description
1	1.00 EA	04515615XC0X4H78484XX	Relay, SEL-451, Standard Firmware, 125/250 Vdc or 120/240 Vac Power Supply, Two 10/100BASE-T Connectors, 125 Vdc Mainboard Input Voltage, Horizontal Rack Mount, 5RU, Configuration Code: 451#G9D4 <i>Mfr.: Schweitzer Engineering Laboratories</i>
2	2.00 EA	FRXG-001-001-001	Test Switch, FT-19R, Arranged As (P P P P P P P P P) (P P P P P P P P P) (P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>
3	1.00 EA	FRXG-083-001-001	Test Switch, FT-19R, Arranged As (C-C C-C C-C C-C P P) (P P P P P P P P P) (P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>
4	1.00 EA	116B6708G3-C	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Clear Cap <i>Mfr.: GE Grid Solutions, LLC</i>
5	1.00 EA	BSD-1118-026	Bulb, LED, White <i>Mfr.: Ledtronics Inc.</i>
6	1.00 EA	116B6708G3-G	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Green Cap <i>Mfr.: GE Grid Solutions, LLC</i>
7	1.00 EA	BSD-1118-006	Bulb, LED, Green <i>Mfr.: Ledtronics Inc.</i>
8	2.00 EA	116B6708G3-R	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Red Cap <i>Mfr.: GE Grid Solutions, LLC</i>
9	2.00 EA	BSD-1118-001	Bulb, LED, Red <i>Mfr.: Ledtronics Inc.</i>
10	1.00 EA	78PB07D	Lockout Relay, Series 24, Manual Reset, 7 Decks, 125 VDC, Green and Red LED's, Engraving Code 102C-2L22 (Title "LOCK-OUT RELAY", "TRIP", "RESET") <i>Mfr.: Electroswitch</i>

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### Optional Equipment for Panel 8, Miller Substation

Item	Quantity	Part Number	Description
11	1.00 EA	376A1127G1X2	Control Switch, Type SB-10, Spring Return to Position 2, 4 Decks, Large Pistol Grip Handle, Engraved, Title: "PULL OUT FOR SUPV", Position 1 "TRIP", Position 2 "(PULL OUT)", Position 3 "CLOSE" <i>Mfr.: GE Grid Solutions, LLC</i>



Reference: Your request for a quotation for the JEA – Miller Substation control enclosure

KEMCO is pleased to provide this quotation for a concrete control enclosure in response to your referenced request for quotation with the following exceptions and clarifications.

1. Specification 3.3.1.P: KEMCO is offering an interior height of 10' due to the requested R-38 value of the ceiling and for more cost effective transportation.
2. Specification 3.3.3: KEMCO is offering our standard, all inclusive, wall mount Bard HVAC units. The HVAC unit sizes have been estimated; if provided with equipment heat loads, KEMCO can more accurately size the units which may result in a price change.
3. Specification 3.3.4: Door awnings will be standard fiberglass units.
4. Specification 3.3.4: The interior door will not have a window or a vent due to the requested 2-hour fire rating. Motorized fire dampers will be installed in the separation wall to work in conjunction with the battery room exhaust fan for ventilation.
5. Specification 3.3.6: KEMCO is offering 6" deep (5" loading depth) cable tray for clearance purposes and availability.
6. Specification 3.3.14: The load centers have been included with NEMA-4X enclosures to satisfy the stainless steel specification.
7. Specification 5.4: KEMCO takes exception to any adverse site conditions. At the time of quotation, the site has not been visited and may not even be totally completed. KEMCO will not take financial responsibility for work that has not been designed or completed by KEMCO and therefore retains the ability to be compensated for any and all adjustments in pricing that may increase due to site conditions that inhibit the delivery, off-loading or installation of the control enclosure or the control enclosure components.
8. Specification 7.3: KEMCO accepts test witnesses, however, KEMCO is not responsible for any associated costs.
9. Specification 8.0: KEMCO is offering our standard warranty as described below KEMCO's offering is limited to the contents of the following proposal. Any equipment or labor not described below is assumed to be by others.

The proposed control enclosure is described below:

### **Construction - Concrete**

- Size nominal 28' wide (28' 6" wide with 3" roof overhang) exterior x nominal 47' 9" long exterior x nominal 10' high interior, two room concrete control enclosure
- The control enclosure will be constructed as two (2) shipping modules, each nominal 14' wide x 47' 9" long, to be assembled on-site by KEMCO field service personnel.
- Standard construction in accordance with KEMCO product specifications. The structural loads of the proposed concrete control enclosure are as follows:
  - 200 pounds per square foot distributed floor loading while on foundation
  - 125 pounds per square foot distributed floor loading while lifting

- 50 pounds per square foot distributed roof load
- 155 mph wind load
- Seismic Design ASCE 7-16 Site Class D
- Exposed aggregate exterior
- The base of the control enclosure will be a structural steel skid assembly with a concrete floor deck and sheet metal bottom cover
- The proposed control enclosure walls are capable of stopping 30.06 rifle fire per UL752 requirements.
- The proposed control enclosure walls will provide a two-hour fire rating
- The walls will be insulated with R-13 hardboard insulation
- The ceiling will be insulated with R-38 hardboard insulation
- The interior walls and ceiling will be sheathed with ¾" plywood backed **white** FRP board
- Floor will be painted with a slip resistant epoxy coating
- One (1) 72" wide x 96" high, insulated, UL752 Level 4 ballistic rated, Florida approved, steel exterior double door (dual operating leaf), panic bar exit hardware, mortise lock sets and fiberglass weather hood
- One (1) 48" wide x 96" high, insulated, UL752 Level 4 ballistic rated, Florida approved, steel exterior door, panic bar exit hardware, mortise lock set and fiberglass weather hood
- Two (2) sets of provisions for card readers at entry doors, including junction boxes, wall penetrations and conduit to interior cable tray. *Card readers and associated equipment to be provided and installed by others.*
- One (1) 48" wide x 96" high, insulated, 2-hour fire rated, steel interior door with panic bar exit hardware (battery room side) and passage lever set
- Three (3) heavy duty, hydraulic door closers
- Four (4) sets of provisions for security cameras, including junction boxes, wall penetrations and conduit to interior cable tray. *Security cameras and associated equipment to be provided and installed by others.*

### **Power Distribution**



- Two (2) AC power panel mounted surge suppressors (SKLA3D1 or equal)
- One (1) 225 Amp main breaker, 22,000 AIC, 120/240 VAC, single phase, 60 Hz, 42-space, bolt-in utility power distribution panel in a NEMA-4X, stainless steel, surface mount enclosure (Eaton PRL1)
- One (1) 225 Amp main breaker, 22,000 AIC, 120/240 VAC, single phase, 60 Hz, 18-space, bolt-in utility power distribution panel in a NEMA-4X, stainless steel, surface mount enclosure (Eaton PRL1)
- Two (2) DC power panel mounted surge suppressors
- Two (2) 225 Amp main breaker, 10,000 AIC, 125 VDC, 42-space, bolt-in direct current distribution panels in NEMA-4X, stainless steel, surface mount enclosures (Eaton PRL2)
- Circuit breakers for all KEMCO installed equipment and customer loads as specified
- Two (2) battery cart junction boxes with connection cables fitted with Anderson style connectors.
- Two (2) 6" wall penetrations below battery cart boxes with weather proof caps
- Two (2) 60 Amp, 240 VAC, non-fused, 3-pole, single throw HVAC safety switches in NEMA-3R enclosures (Square D VHU362RB or equal)
- Ten (10) 20 Amp specification grade duplex receptacles
- Four (4) L5-20 drop receptacles over relay panels
- Two (2) 20 Amp specification grade exterior GFCI duplex receptacles
- One (1) 30 Amp, 240 VAC exterior receptacle

### **DC Power**

KEMCO will furnish, install and wire the following items to constitute a DC power system for your application:

- Two (2) 125 VDC, 200 Ah battery banks, each consisting of twenty (20) 6VDC, VLA batteries with flame arresters and terminal covers (Energys 3CC-9M)
- Two (2) 2-tier, seismic zone-2L, 132" long x 20.56" wide battery racks (Energys UC2L2T132AP)
- Two (2) spill containment pans with acid absorbing pillows (Enviroguard EAGLE-25-136)

- Two (2) 240 VAC, single phase input, 130 VDC, 40 Amp output battery chargers (Hindle ATEV1130040F240SS1XXXXXL1)

*\*Batteries to ship loose in original packaging, to be installed at site due to DOT regulations*

***Battery testing and commissioning is assumed to be by others and not included in this quotation.***

### **Lighting**

- Twenty-four (24) four-foot, surface mounted LED light fixtures
- Eight (8) 125 VDC emergency lights (J-LED-125DC-12-C or equal)
- Two (2) explosion proof, LED battery room lights (Hubbell HLEML-45-30-X2-G-AN or equal)
- Two (2) wall mounted, exterior wall pack, LED light fixtures with photocell control (Hubbell WGH2-70W-4K or equal)
- Two (2) combo emergency/exit light fixtures each with two lamps and 90-minute battery backup (Lithonia ECR-LED-M6 or equal)

### **HVAC**

- Two (2) 3-Ton, 240 VAC, single phase, 11EER wall mount air conditioning units, with low ambient and compressor anti cycle controls, **Technicoated condenser and evaporator coils**, integral 5 kW resistance heat strips, and replaceable dust filters (Bard)
- Two (2) wall mounted thermostats for individual HVAC unit control
- Two (2) 625 CFM, explosion proof exhaust fans with motorized fire damper intake louvers and Florida approved exhaust louvers, programmable timer control, fire system interlock and fiberglass exhaust hoods with metal screen filters

### **Alarm Device Contacts**

The following alarm device contacts will be wired and brought to a location specified by the customer. The alarm wires will be terminated and tagged for identification per standards. Unless otherwise stated in this proposal, termination at the customer's equipment is assumed to be provided by others.

There are no provisions for audible, visual, or remote alarm monitoring offered, except where it is integral to the device offered or stated otherwise in this proposal.

- Two (2) line voltage smoke detectors

- Two (2) explosion proof heat sensors
- Two (2) intrusion alarm switches

### **Grounding**

- Provisions for the connection of a grounding electrode conductor at the control enclosure service equipment
- Cable tray ground system consisting of a continuous 4/0 AWG ground conductor clamped along the length of the cable tray system, terminating at the corner ground pads
- All KEMCO provided electrical equipment to be bonded to interior grounding system using 4/0 AWG stranded copper ground drops
- Two (2) opposite corner, NEMA two-hole copper ground pads. *Connection to station ground grid to be by others.*

### **Customer Furnished Equipment**

KEMCO will install seven (7) relay panels. Installation to include AC/DC power connection wiring and all panel to panel interconnection wiring.

**This quotation assumes all required panel to panel and panel to termination cabinet wiring diagrams are to be provided by others. If requested, KEMCO will provide alternate pricing for these services.**

**KEMCO has based the installation of the relay panels on 50 terminations per panel using K1 cable.**

KEMCO will install two (2) empty communications racks and one (1) empty security rack. *All rack mounted equipment and wiring is assumed to be by others.*

### **Accessories**

- Two (2) standard, aluminum cable entry hoods with removable access panels
- Up to two hundred twenty feet (220') of 36" wide x 6" deep, aluminum cable tray (B-line or equal)
- Up to two hundred twenty feet (220') of 9" wide x 6" deep, aluminum fiber optic tray (B-line or equal)
- Two (2) portable 10-pound ABC fire extinguishers
- One (1) wall mounted emergency eye wash station with required solution (PureFlow 1000 or equal)

- Two (2) 36" x 72" work tables (HON UTM3672 QQCHR or equal)
- Two (2) vertical drawing storage cabinets with clamps (SAFCO 5041 or equal)
- One (1) four drawer vertical file cabinet (HON 370 or equal)
- Two (2) sets of door signs as specified
- Nameplates for KEMCO installed equipment
- KEMCO standard 1-year comprehensive warranty and 10-year structural warranty. *Batteries will be prorated per the manufacturer's warranty.*
- Three (3) service manuals
- If requested, KEMCO will provide three (3) sets of control enclosure drawings with each control enclosure unit order. Typical foundation drawings based upon normal soil conditions are available to support calculations for recommended control enclosure tie down locations. No other foundation drawings are offered in the proposed control enclosure price. Additional foundation drawings can be provided and will be negotiated separately.
- All wiring will be installed in surface mounted conduit or wireways if specified and will be in full compliance with ANSI/NFPA-70 - The National Electrical Code, latest revision.
- Control enclosures are to be built according to the latest IBC edition and state requirements of which the control enclosure is residing, local and county codes are not applicable unless otherwise stated.

### **On-Site Service**

- KEMCO will attach the control enclosure to the customer furnished foundation
- KEMCO will reinstall all KEMCO provided items that were removed for shipment
- KEMCO will join the modules together and make all interconnections at the final site
- KEMCO will install the batteries in the battery racks, make battery interconnections, make the final positive (+) battery terminations, and fully prepare the final negative (-) battery termination for connection by others. Testing and commissioning are to be by others.
- KEMCO offers On-Site work with the understanding that a general contractor is under contract by the customer. It is assumed that the general contractor is responsible for permits, licenses, right of ways, permission for site access, union issues and site security; therefore,

KEMCO is offering this work with the understanding that no additional permits, licenses, etc. are required.

Should circumstances requiring additional permits, licenses, etc. arise, KEMCO will not be responsible for delays and will charge for any additional cost incurred to resolve the issue; these costs are to include downtime, travel expenses, etc. for KEMCO personnel assigned to the project.

- Note: All KEMCO provided on-site services are based on a minimum of ten (10) hours a day, and seven (7) days a week site access

### **Lead Time**

Control enclosure completion is typically **30-32 weeks** after approval of the preliminary drawings and state approval (where applicable). The preliminary drawings will be sent to the customer within **25 working days** after receipt of purchase order. KEMCO will confirm the delivery schedule based upon production commitments and availability of ancillary equipment at the time of order.

### **Control Enclosure Set-Up**

Control enclosure accessories may be removed as required for shipping at the discretion of Transportation Manager to facilitate shipping dimensions, safety, security, or to prevent damage to equipment. Any equipment removed for shipment will be packed in the control enclosure along with mounting hardware for reinstallation per KEMCO standards. KEMCO has included the reinstallation of equipment in this offering.

### **Terms and Conditions**

All pricing is exclusive of sales tax, use tax, or other fees.

Use taxes and any other state or local taxes or fees will be the responsibility of the customer. If the sale is subject to any such taxes or other fees, then KEMCO Industries, LLC. reserves the right, at any time (even after final payment by the customer for the control enclosure), to invoice separately for all such taxes or fees, together with any interest and penalties that may be imposed by the taxing or fee collecting authority. If this sale is exempt from any such taxes and fees, the customer must provide KEMCO with proof of any exemption (such as an exemption certificate) at the time the customer places its order.

**This quotation is valid for 30 days.**

### **Transportation**

Delivery charges are based on normal site access for KEMCO over the road tractor-trailers. If the site is not accessible due to weather, unsuitable roadway, obstructions, or other conditions, KEMCO will, if possible, obtain the proper equipment to complete the

delivery. All additional costs associated with such delivery conditions will be billed at actual cost plus a 25% service charge.

In the event there is difficulty in getting into the job site because of unforeseen obstacles, KEMCO will not assume liability for any property damage as a result of being instructed by the customer's contractor to proceed; even though the KEMCO driver or contract carrier driver is aware of the potential for risk of damage to property.

KEMCO also assumes no responsibility for damage to the control enclosure as a result of inadequate right of ways to the job site. It will be the customer's responsibility to ensure there is proper access to the job site.

Unless previously arranged and confirmed in writing, KEMCO will require that a customer representative be at the job site at the time of delivery.

The customer will establish a single point of contact to coordinate schedules with KEMCO's transportation department.

For all deliveries prearranged without a customer representative on site and if difficulties arise due to weather, unsuitable roadway, obstructions, or other conditions, KEMCO will, if possible, obtain the proper equipment to complete the delivery. All costs associated with such extraordinary delivery conditions will be billed to the customer at actual cost plus 25%.



# KEMCO Industries, LLC

## Metal Fabrication and Relay Panels

3851 E Lake Mary Blvd • Sanford, FL 32773

(407) 322-1230 Fax: (407) 322-0032

May 20, 2025

Quote No.: 43547

Jacksonville Electric Authority  
21 West Church Street  
T-9 - 9th Floor  
Jacksonville, FL 32202  
Phone: 904-226-0689

Valid Until: June 19, 2025  
Terms: NET 30 Days  
Lead Time: 41-43 Weeks  
F.O.B.: DESTINATION  
(See Page 5 for Terms & Conditions)

Attention: Jason Behr

## JEA - 1411971847 (IFB) Caldwell Switchyard Pre-Fab Control House Project

Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>1</b>	<b>RELAY PANEL</b>					
	Relay Panel 1, 230kV Line 957,Caldwell Switchyard		1 EA *	61,417.68	\$0.00	\$61,417.68
Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>2</b>	<b>RELAY PANEL</b>					
	Relay Panel 2, 230kV Breaker 95779 and 95785		1 EA *	50,342.22	\$0.00	\$50,342.22
Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>3</b>	<b>RELAY PANEL</b>					
	Relay Panel 3, 230kV Line 985,Caldwell Switchyard		1 EA *	60,896.32	\$0.00	\$60,896.32
Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>4</b>	<b>RELAY PANEL</b>					
	Relay Panel 7, Integration Caldwell Switchyard		1 EA *	65,331.76	\$0.00	\$65,331.76
Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>5</b>	<b>RELAY PANEL</b>					
	Relay Panel 8, 230kV Line 979,Caldwell Switchyard		1 EA *	68,401.54	\$0.00	\$68,401.54
Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>6</b>	<b>RELAY PANEL</b>					
	Jemstar Metering Panel 9, 230kV Line 979,		1 EA *	42,683.18	\$0.00	\$42,683.18
Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>7</b>	<b>RELAY PANEL</b>					
	Relay Panel 10, 230kV Breaker 97985		1 EA *	26,139.09	\$0.00	\$26,139.09
Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>8</b>	<b>RELAY PANEL</b>					
	Communication Rack, Caldwell Switchyard		2 EA *	2,261.45	\$0.00	\$4,522.90

# KEMCO Industries, LLC

## Metal Fabrication and Relay Panels

3851 E Lake Mary Blvd • Sanford, FL 32773

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Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>9</b>	<b>RELAY PANEL</b>					
	Security Rack, Caldwell Switchyard		1 EA *	1,257.69	\$0.00	\$1,257.69
Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>10</b>	<b>CONTROL BUILDING</b>					
	Building, Concrete, Caldwell Switchyard		1 EA *	1,232,042.00	\$0.00	\$1,232,042.00
Line	Line Details	Revision	Quantity	Unit Price	Addl. Charge	Ext. Price
<b>11</b>	<b>OPTION</b>					
	Optional Equipment for Panel 10, Caldwell		1 EA *	18,012.01	\$0.00	\$18,012.01

\*Sub-Total: \$ 1,631,046.39

Tax Amount: \$ 0.00

Delivery Amount: \$ 0.00

Total: \$ 1,631,046.39

\* Indicates which quantity price is included in the Sub-Total.

Tax Amount on quote is an estimate only, final tax amounts are calculated at time of invoice.  
Unless stated here or otherwise, price does not include delivery cost.

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### Commercial Notes/Exceptions:

- Specification 7.3: KEMCO accepts test witnesses, however, KEMCO is not responsible for any associated costs.
- Specification 8.0: KEMCO is offering our standard warranty as described in Terms and Conditions, KEMCO's offering is limited to the contents of the proposal. Any equipment or labor not described in the proposal is assumed to be by others.
- Progress Payments:
  - 20% due upon drawing approvals.
  - 40% due upon Relay Panel Completion.
  - 40% due upon shipment

\*Total of 90% due if delivery is delayed more than 8 weeks by JEA from original schedule delivery date.

### Enclosure:

- Specification 3.3.1.P: KEMCO is offering an interior height of 10' due to the requested R-38 value of the ceiling and for more cost effective transportation.
- Specification 3.3.3: KEMCO is offering our standard, all inclusive, wall mount Bard HVAC units. The HVAC unit sizes have been estimated; if provided with equipment heat loads, KEMCO can more accurately size the units which may result in a price change.
- Specification 3.3.4: Door awnings will be standard fiberglass units.
- Specification 3.3.4: The interior door will not have a window or a vent due to the requested 2-hour fire rating. Motorized fire dampers will be installed in the separation wall to work in conjunction with the battery room exhaust fan for ventilation.
- Specification 3.3.6: KEMCO is offering 6" deep (5" loading depth) cable tray for clearance purposes and availability.
- Specification 3.3.14: The load centers have been included with NEMA-4X enclosures to satisfy the stainless steel specification.
- Specification 5.4: KEMCO takes exception to any adverse site conditions. At the time of quotation, the site has not been visited and may not even be totally completed. KEMCO will not take financial responsibility for work that has not been designed or completed by KEMCO and therefore retains the ability to be compensated for any and all adjustments in pricing that may increase due to site conditions that inhibit the delivery, off-loading or installation of the control enclosure or the control enclosure components.
- Specification 7.3: KEMCO accepts test witnesses, however, KEMCO is not responsible for any associated costs.

### Relay Panels:

- JEA will provide the following relay panel drawings: Layouts, Bill of Materials, and Wiring Diagrams.
- IFC BOM and Layouts are required within 4 weeks of order.
- Schematics and Wiring Diagrams are required 16 weeks after receipt of order or 22 weeks prior to vault delivery.
- Any delays in receiving the required drawings will result in a corresponding day-for-day adjustment to the lead time.
- Ring-out continuity testing will be performed. As per Addendum 2, functional testing by JEA.
- Price includes freight, shipment is by KEMCO truck, offloading and physical installation.
- APP601-C501-00A-00E-W7 is obsolete; quoted replacement APP601-C501-00A-00E-W10.

*\*\* Please note that any price increases related to tariff surcharges, duties, or similar fees imposed by material suppliers after the issuance of this quotation will be passed through to the customer at cost*

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*on a dollar-for-dollar basis. Documentation substantiating such charges will be provided upon request. \*\**

Thank you for the opportunity to furnish this proposal. Please contact us if there are any questions or concerns.

Sincerely,

*Tony Griffin*

Tony Griffin

agriffin@kemco.com



# KEMCO Industries, LLC

## Metal Fabrication and Relay Panels

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### Terms and Conditions

- A. Proposal Acceptance:** With acceptance of KEMCO's proposal, the purchaser shall make the quotation and this document part of the binding contract or PO between the purchaser and KEMCO Industries, LLC.
- B. Sales Tax:** Unless otherwise stated, KEMCO's price does not include any state sales use taxes or any other special fees and charges.
- C. Currency:** Unless otherwise stated, all prices shown are U.S. Dollar.
- D. Fees:** A convenience fee of 3% will be applied to all credit card payments at the time of processing. This fee will be based on the total transaction amount, including any applicable sales tax or delivery charges. Customers paying by check or electronic funds transfer will not incur any additional fees.
- E. Delivery Dates:** Proposed delivery dates are based on plant capacity at time of quote and are valid only during quotation validity stated on quotation. KEMCO reserves the right to review any delivery dates upon receipt of purchase order or acknowledgement to proceed.
- F. Equipment Testing (Electrical):** Unless otherwise stated, KEMCO will check physical wiring by continuity testing only. No functional or any other form of testing will be performed.
- G. Product Inspection:** KEMCO will visually inspect the workmanship of products manufactured to insure accurate and quality craftsmanship. Unless otherwise stated, additional product testing such as welds, paint, seismic, etc will not be performed.
- H. Exporting:** United States law prohibits disposition of some commodities to sanctioned countries. Refer to the U.S. Government website for a complete list of sanctioned countries, <http://www.treas.gov/offices/enforcement/ofac/programs>. In the event the Buyer fails to comply with United States export laws, KEMCO shall not be held responsible legally or by any other means.
- I. Liquidated Damages:** Unless otherwise stated, KEMCO takes exception to all liquidated damages.
- J. Oral Agreements:** No oral agreements or any other agreements not included within the quotation are valid.
- K. Purchase Order Holding or Cancellation:** If customer request Purchase Order to be placed on hold or cancelled, KEMCO reserves the right to invoice for all cost (including any material, labor, profit or overhead) up to the date of written request.
- L. Customer Changes:** In the event the customer changes any aspect of work after receipt of Purchase Order or acknowledgement to proceed, KEMCO reserves the right to issue change orders for the full amount of cost (includes any material, labor, profit or overhead) associated with such changes.
- M. Warranty:** KEMCO Industries, LLC warrants the products and/or equipment furnished shall be free from defects in material and workmanship for a period of one year from date of shipment. The warranty only applies to the original Purchaser. The products shall conform to the original specifications, drawings or industry standards.
  - M1. The defective items will be repaired or replaced at our option, at no charge, upon receipt of prompt written notice from Purchaser detailing the defect or non-conformity. Such repair or replacement is the exclusive remedy available from KEMCO Industries. The company is not liable for labor costs incurred in removal, reinstallation or other unauthorized repair of the item, for damages of any type whatsoever or for shipping charges from the Purchaser. This warranty shall be void in the event of unauthorized modification or use of the product.
  - M2. KEMCO Industries purchases, assembles, and provides components from other suppliers. In those instances when supplier's component problems occur, KEMCO Industries, LLC will handle and resolve these directly with the supplier or their representative.
  - M3. The foregoing warranty is exclusive and in lieu of any other warranties of quality, whether expressed or implied (including any and all warranty of merchantability of fitness of purpose).
- N. Intellectual Property:** KEMCO Industries, LLC may develop drawings, procedures and/or work instructions necessary for manufacturing. These documents contain confidential and proprietary information to KEMCO Industries, LLC and will not be released, reprinted, redistributed, reproduced or used in whole or in part without written approval from a managing member of KEMCO Industries, LLC.

Last Revision: February 4, 2025

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### Bill of Materials

Jacksonville Electric Authority

#### Relay Panel 1, 230kV Line 957, Caldwell Switchyard

Item	Quantity	Part Number	Description
1	1.00 EA	0411L1X6X5C6ECXH624E4E4	Relay, SEL-411, Standard Plus Sub-Cycle Distance Elements, Series Compensation Logic and Traveling Wave Fault Location Firmware, 125-250 Vdc or 110-240 Vac Power supply, 125 Vdc Input voltage, Horizontal Rack Mount, 6RU, Configuration Number 411L#8PWC <i>Mfr.: Schweitzer Engineering Laboratories</i>
2	1.00 EA	04214615XC0X4H75X5XXX	Relay, SEL-421, Standard Firmware, 125/250 Vdc or 120/240 Vac Power Supply, Two 10/100BASE-T Connectors, 125 Vdc Mainboard Input Voltage, Horizontal Rack Mount, 5RU, Configuration Code: 421#8KG4 <i>Mfr.: Schweitzer Engineering Laboratories</i>
3	6.00 EA	116B6708G7-C	Indicating Light, GE ET-16, 70Vac, Incandescent Bulb, Clear Cap <i>Mfr.: GE Grid Solutions, LLC</i>
4	8.00 EA	BSD-1118-026	Bulb, LED, White <i>Mfr.: Ledtronics Inc.</i>
5	2.00 EA	116B6708G3-C	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Clear Cap <i>Mfr.: GE Grid Solutions, LLC</i>
6	1.00 EA	SHARK1006010V3D2485PX	Model1 Power Meter, Power Supply 90-265VAC / 100-370-VDC, Current Input Class 0-11A (5A nominal), 60 Hz <i>Mfr.: Electro Industries</i>
7	1.00 EA	APP-601-D-09A-24E-0-4	DFR Acquisition Unit, Type-601 APP-601 DAU Chassis, 125VDC Includes: Slot 1, 2, 3 - Analog Input Cards Slot 7 - DSP Card Slot 8, 9 - Digital Input Card with Internal Wetting Slot 10 - Digital Input Card with External Wetting Slot 12 - Alarm Circuit Board APP-00037 10AWG Ground Assembly 10' <i>Mfr.: APP Engineering</i>
8	2.00 EA	FRXG-001-001-001	Test Switch, FT-19R, Arranged As (P P P P P P P P P P) (P P P P P P P P P P) (P P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover



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### Bill of Materials

Jacksonville Electric Authority

#### Relay Panel 1, 230kV Line 957, Caldwell Switchyard

Item	Quantity	Part Number	Description
<i>Mfr.: ABB, Inc.</i>			
9	1.00 EA	FRXG-083-001-001	Test Switch, FT-19R, Arranged As (C-C C-C C-C C-C P P) (P P P P P P P P P) (P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>
10	2.00 EA	FRXG-014-014-001	Test Switch, FT-19R, Arranged As (P P P C-C C-C C-C P) (P P P C-C C-C C-C P) (P P P P P P P P P), 3RU Low Switches, Steel, ANSI 61 Gray, Screw Terminals, FULL Clear Cover <i>Mfr.: ABB, Inc.</i>
11	6.00 EA	EB27B04S	Terminal Block, GE EB-27, 4 Pole, 600V, 30A, Standard Connectors with Short Circuiting Bar <i>Mfr.: GE Grid Solutions, LLC</i>
12	18.00 EA	1512STD	Terminal Block, Marathon 1500 Series, 12 Pole, 600V, 30A, Standard Connectors <i>Mfr.: Marathon Special Products</i>
13	1.00 EA	F30A1S	Fuse Block, Class H, 1 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
14	1.00 EA	NON-15	Fuse, Type NON, Class K5 & H, 125VDC, 15A <i>Mfr.: Bussmann by Eaton</i>
15	4.00 EA	F30A2S	Fuse Block, Class H, 2 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
16	8.00 EA	NON-10	Fuse, Type NON, Class K5 & H, 125VDC, 10A <i>Mfr.: Bussmann by Eaton</i>
17	2.00 EA	F30A3S	Fuse Block, Class H, 3 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
18	6.00 EA	NON-6	Fuse, Type NON, Class K5 & H, 125VDC, 6A <i>Mfr.: Bussmann by Eaton</i>
19	1.00 EA	CS115I	Switch, Single Pole, 15A, 120/277 Volts <i>Mfr.: Hubbell</i>
20	2.00 EA	CR15I	Receptacle, Duplex, 120 VAC, 15A, Ivory. <i>Mfr.: Hubbell</i>
21	3.00 EA	58361 1/2	Handy Box, 2" x 4", 1-7/8" Depth, 1/2" Knockouts <i>Mfr.: Thomas &amp; Betts</i>





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## Bill of Materials

Jacksonville Electric Authority

### Relay Panel 1, 230kV Line 957, Caldwell Switchyard

Item	Quantity	Part Number	Description
22	1.00 EA	58 C 30	Cover Plate, for Single Toggle Switch, Fits on 2" x 4" Handy Box <i>Mfr.: Hubbell</i>
23	2.00 EA	58 C 7	Cover Plate, for Single Duplex Receptacle, Galvanized, Fits on 2" x 4" Handy Box. (TP616 is an acceptable replacement) <i>Mfr.: Thomas &amp; Betts</i>
24	1.00 EA	NUD8818/30W	LED Light Fixture, 18", 120V, 11W <i>Mfr.: Nora Lighting</i>
25	1.00 EA	129A514G01	Test Switch, FT-1, Arranged As (P P P C-C C-C C-C P), Black Cover, Screw Terminals <i>Mfr.: ABB, Inc.</i>
26	2.00 EA	2894MXX	Interface Converter, EIA-232 to IEEE C37.94, Male DB-9 Connector, Key Code 2070 <i>Mfr.: Schweitzer Engineering Laboratories</i>



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Jacksonville Electric Authority

#### Relay Panel 2, 230kV Breaker 95779 and 95785

Item	Quantity	Part Number	Description
1	2.00 EA	04515615XC0X4H78484XX	Relay, SEL-451, Standard Firmware, 125/250 Vdc or 120/240 Vac Power Supply, Two 10/100BASE-T Connectors, 125 Vdc Mainboard Input Voltage, Horizontal Rack Mount, 5RU, Configuration Code: 451#G9D4 <i>Mfr.: Schweitzer Engineering Laboratories</i>
2	2.00 EA	78PB07D	Lockout Relay, Series 24, Manual Reset, 7 Decks, 125 VDC, Green and Red LED's, Engraving Code 102C-2L22 (Title "LOCK-OUT RELAY", "TRIP", "RESET") <i>Mfr.: Electros witch</i>
3	4.00 EA	116B6708G3-R	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Red Cap <i>Mfr.: GE Grid Solutions, LLC</i>
4	4.00 EA	BSD-1118-001	Bulb, LED, Red <i>Mfr.: Ledtronics Inc.</i>
5	2.00 EA	116B6708G3-G	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Green Cap <i>Mfr.: GE Grid Solutions, LLC</i>
6	2.00 EA	BSD-1118-006	Bulb, LED, Green <i>Mfr.: Ledtronics Inc.</i>
7	2.00 EA	116B6708G3-C	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Clear Cap <i>Mfr.: GE Grid Solutions, LLC</i>
8	2.00 EA	BSD-1118-026	Bulb, LED, White <i>Mfr.: Ledtronics Inc.</i>
9	2.00 EA	376A1127G1X2	Control Switch, Type SB-10, Spring Return to Position 2, 4 Decks, Large Pistol Grip Handle, Engraved, Title: "PULL OUT FOR SUPV", Position 1 "TRIP", Position 2 "(PULL OUT)", Position 3 "CLOSE" <i>Mfr.: GE Grid Solutions, LLC</i>
10	4.00 EA	FRXG-001-001-001	Test Switch, FT-19R, Arranged As (P P P P P P P P P P) (P P P P P P P P P P) (P P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>

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Jacksonville Electric Authority

#### Relay Panel 2, 230kV Breaker 95779 and 95785

Item	Quantity	Part Number	Description
11	2.00 EA	FRXG-083-001-001	Test Switch, FT-19R, Arranged As (C-C C-C C-C C-C P P) (P P P P P P P P) (P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>
12	4.00 EA	EB27B04S	Terminal Block, GE EB-27, 4 Pole, 600V, 30A, Standard Connectors with Short Circuiting Bar <i>Mfr.: GE Grid Solutions, LLC</i>
13	24.00 EA	1512STD	Terminal Block, Marathon 1500 Series, 12 Pole, 600V, 30A, Standard Connectors <i>Mfr.: Marathon Special Products</i>
14	5.00 EA	F30A1S	Fuse Block, Class H, 1 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
15	4.00 EA	NON-6	Fuse, Type NON, Class K5 & H, 125VDC, 6A <i>Mfr.: Bussmann by Eaton</i>
16	1.00 EA	NUD8818/30W	LED Light Fixture, 18", 120V, 11W <i>Mfr.: Nora Lighting</i>
17	1.00 EA	NON-15	Fuse, Type NON, Class K5 & H, 125VDC, 15A <i>Mfr.: Bussmann by Eaton</i>
18	6.00 EA	F30A2S	Fuse Block, Class H, 2 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
19	4.00 EA	NON-10	Fuse, Type NON, Class K5 & H, 125VDC, 10A <i>Mfr.: Bussmann by Eaton</i>
20	2.00 EA	58 C 7	Cover Plate, for Single Duplex Receptacle, Galvanized, Fits on 2" x 4" Handy Box. (TP616 is an acceptable replacement) <i>Mfr.: Thomas &amp; Betts</i>
21	8.00 EA	NON-30	Fuse, Type NON, Class K5 & H, 125VDC, 30A <i>Mfr.: Bussmann by Eaton</i>
22	1.00 EA	CS115I	Switch, Single Pole, 15A, 120/277 Volts <i>Mfr.: Hubbell</i>
23	2.00 EA	CR15I	Receptacle, Duplex, 120 VAC, 15A, Ivory. <i>Mfr.: Hubbell</i>
24	3.00 EA	58361 1/2	Handy Box, 2" x 4", 1-7/8" Depth, 1/2" Knockouts <i>Mfr.: Thomas &amp; Betts</i>



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## Bill of Materials

Jacksonville Electric Authority

### Relay Panel 2, 230kV Breaker 95779 and 95785

Item	Quantity	Part Number	Description
25	1.00 EA	58 C 30	Cover Plate, for Single Toggle Switch, Fits on 2" x 4" Handy Box <i>Mfr.: Hubbell</i>



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Jacksonville Electric Authority

#### Relay Panel 3, 230kV Line 985, Caldwell Switchyard

Item	Quantity	Part Number	Description
1	1.00 EA	0411L1X6X5C6ECXH624E4E4	Relay, SEL-411, Standard Plus Sub-Cycle Distance Elements, Series Compensation Logic and Traveling Wave Fault Location Firmware, 125-250 Vdc or 110-240 Vac Power supply, 125 Vdc Input voltage, Horizontal Rack Mount, 6RU, Configuration Number 411L#8PWC <i>Mfr.: Schweitzer Engineering Laboratories</i>
2	1.00 EA	04214615XC0X4H75X5XXX	Relay, SEL-421, Standard Firmware, 125/250 Vdc or 120/240 Vac Power Supply, Two 10/100BASE-T Connectors, 125 Vdc Mainboard Input Voltage, Horizontal Rack Mount, 5RU, Configuration Code: 421#8KG4 <i>Mfr.: Schweitzer Engineering Laboratories</i>
3	6.00 EA	116B6708G7-C	Indicating Light, GE ET-16, 70Vac, Incandescent Bulb, Clear Cap <i>Mfr.: GE Grid Solutions, LLC</i>
4	8.00 EA	BSD-1118-026	Bulb, LED, White <i>Mfr.: Ledtronics Inc.</i>
5	2.00 EA	116B6708G3-C	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Clear Cap <i>Mfr.: GE Grid Solutions, LLC</i>
6	1.00 EA	SHARK1006010V3D2485PX	Model1 Power Meter, Power Supply 90-265VAC / 100-370-VDC, Current Input Class 0-11A (5A nominal), 60 Hz <i>Mfr.: Electro Industries</i>
7	1.00 EA	APP-601-D-09A-24E-2-4	DFR Acquisition Unit, APP-601 DAU Chassis, 125VDC Includes: Slot 1, 2, 3 - Analog Input Cards Slot 7 - DSP Card Slot 8, 9 - Digital Input Card with Internal Wetting Slot 10 - Digital Input Card with External Wetting APP-00037 10AWG Ground Assembly 10' <i>Mfr.: APP Engineering</i>
8	2.00 EA	FRXG-001-001-001	Test Switch, FT-19R, Arranged As (P P P P P P P P P P) (P P P P P P P P P P) (P P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>



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### Bill of Materials

Jacksonville Electric Authority

#### Relay Panel 3, 230kV Line 985, Caldwell Switchyard

Item	Quantity	Part Number	Description
9	1.00 EA	FRXG-083-001-001	Test Switch, FT-19R, Arranged As (C-C C-C C-C C-C P P) (P P P P P P P P P P) (P P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>
10	2.00 EA	FRXG-014-014-001	Test Switch, FT-19R, Arranged As (P P P C-C C-C C-C P) (P P P C-C C-C C-C P) (P P P P P P P P P P), 3RU Low Switches, Steel, ANSI 61 Gray, Screw Terminals, FULL Clear Cover <i>Mfr.: ABB, Inc.</i>
11	6.00 EA	EB27B04S	Terminal Block, GE EB-27, 4 Pole, 600V, 30A, Standard Connectors with Short Circuiting Bar <i>Mfr.: GE Grid Solutions, LLC</i>
12	18.00 EA	1512STD	Terminal Block, Marathon 1500 Series, 12 Pole, 600V, 30A, Standard Connectors <i>Mfr.: Marathon Special Products</i>
13	1.00 EA	F30A1S	Fuse Block, Class H, 1 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
14	1.00 EA	NON-15	Fuse, Type NON, Class K5 & H, 125VDC, 15A <i>Mfr.: Bussmann by Eaton</i>
15	4.00 EA	F30A2S	Fuse Block, Class H, 2 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
16	8.00 EA	NON-10	Fuse, Type NON, Class K5 & H, 125VDC, 10A <i>Mfr.: Bussmann by Eaton</i>
17	2.00 EA	F30A3S	Fuse Block, Class H, 3 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
18	6.00 EA	NON-6	Fuse, Type NON, Class K5 & H, 125VDC, 6A <i>Mfr.: Bussmann by Eaton</i>
19	1.00 EA	CS115I	Switch, Single Pole, 15A, 120/277 Volts <i>Mfr.: Hubbell</i>
20	2.00 EA	CR15I	Receptacle, Duplex, 120 VAC, 15A, Ivory. <i>Mfr.: Hubbell</i>
21	3.00 EA	58361 1/2	Handy Box, 2" x 4", 1-7/8" Depth, 1/2" Knockouts <i>Mfr.: Thomas &amp; Betts</i>
22	1.00 EA	58 C 30	Cover Plate, for Single Toggle Switch, Fits on 2" x 4" Handy Box

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### Bill of Materials

Jacksonville Electric Authority

#### Relay Panel 3, 230kV Line 985, Caldwell Switchyard

Item	Quantity	Part Number	Description
<i>Mfr.: Hubbell</i>			
23	2.00 EA	58 C 7	Cover Plate, for Single Duplex Receptacle, Galvanized, Fits on 2" x 4" Handy Box. (TP616 is an acceptable replacement) <i>Mfr.: Thomas &amp; Betts</i>
24	1.00 EA	NUD8818/30W	LED Light Fixture, 18", 120V, 11W <i>Mfr.: Nora Lighting</i>
25	1.00 EA	129A514G01	Test Switch, FT-1, Arranged As (P P P C-C C-C C-C P), Black Cover, Screw Terminals <i>Mfr.: ABB, Inc.</i>
26	2.00 EA	2894MXX	Interface Converter, EIA-232 to IEEE C37.94, Male DB-9 Connector, Key Code 2070 <i>Mfr.: Schweitzer Engineering Laboratories</i>





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### Bill of Materials

Jacksonville Electric Authority

#### Relay Panel 7, Integration Caldwell Switchyard

Item	Quantity	Part Number	Description
1	1.00 EA	252301H23A0A0XX	Annunciator panel, SEL-2523, 1 EIA-232 Rear Port, 1 EIA-232 Front Port, 125/250 Vdc or Vac Power Supply, 125 Vdc or Vac Control Input Voltage, Horizontal Rack Mount, 5RU, Configuration Number 2523#YPEJ <i>Mfr.: Schweitzer Engineering Laboratories</i>
2	1.00 EA	24880RAA1181BX23X	Satellite Synchronized Network Clock, IRIG-B, NTP Time Distribution, 125/250 VDC or VAC Power Supply 4 10/100BASE-T Connectors, Complete Antenna Installation Kit: Includes GPS/GLONASS Antenna (SEL-9524B), 50ft LMR-400 cable (SEL-C961-050), Gas Tube Coaxial Surge Protector and Mounting Kit (915900139), 25ft LMR-400 cable (SEL-C961-025), Antenna Pipe-Mounting Kit (915900043) Configuration Code: 2488#H4W9 <i>Mfr.: Schweitzer Engineering Laboratories</i>
3	2.00 EA	3350#MYD3	Relay, SEL-3350, Automation Controller <i>Mfr.: Schweitzer Engineering Laboratories</i>
4	1.00 EA	2902#LE5E	SEL-2902 RJ45 to DB-9 Adapter Panel, Adjustable Rack Mount. <i>Mfr.: Schweitzer Engineering Laboratories</i>
5	1.00 EA	91610054	19" Touchscreen Monitor, Display Port/VGA, with a 19" Rack Mount Bracket and 120/240 Vac 125/250 Vdc Power Supply <i>Mfr.: Schweitzer Engineering Laboratories</i>
6	1.00 EA	91610049	Rack Mount USB Keyboard with Drawer and Integrated Trackball <i>Mfr.: Schweitzer Engineering Laboratories</i>
7	1.00 EA	2240#C6VE	SEL-2240 Axion Node. Configuration Code: 2240#C6VE <i>Mfr.: Schweitzer Engineering Laboratories</i>



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#### Relay Panel 7, Integration Caldwell Switchyard

Item	Quantity	Part Number	Description
8	1.00 EA	APP-601-C501-00A-00E-W10	(AKA APP-501-00A-00E-0) APP-501 Computer Control Chassis, 125VDC Horizontal Rack Mounted Includes: Dell Laptop, 2.5" 1TB HDD, Intel i5 processor, 4GB RAM, 8x DVD RW Drive, 14.1" Screen, 1-RS232, 2-Ethernet, 2-USB, 56K Modem, Windows 10, Keyboard Power cable APP00037 10AWG Ground Assembly, 10' Length APP00088 Programming Cable with Adapter Spare Hard Drive (1) System Instruction Manual & Drawings Laminated Configuration Guide & Connection Diagram <i>Mfr.: APP Engineering</i>
9	3.00 EA	EB27B04S	Terminal Block, GE EB-27, 4 Pole, 600V, 30A, Standard Connectors with Short Circuiting Bar <i>Mfr.: GE Grid Solutions, LLC</i>
10	16.00 EA	1512STD	Terminal Block, Marathon 1500 Series, 12 Pole, 600V, 30A, Standard Connectors <i>Mfr.: Marathon Special Products</i>
11	1.00 EA	F30A1S	Fuse Block, Class H, 1 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
12	1.00 EA	NON-15	Fuse, Type NON, Class K5 & H, 125VDC, 15A <i>Mfr.: Bussmann by Eaton</i>
13	12.00 EA	F30A2S	Fuse Block, Class H, 2 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
14	24.00 EA	NON-10	Fuse, Type NON, Class K5 & H, 125VDC, 10A <i>Mfr.: Bussmann by Eaton</i>
15	1.00 EA	2731#R05H	Ethernet Switch SEL-2731 <i>Mfr.: Schweitzer Engineering Laboratories</i>
16	1.00 EA	CS115I	Switch, Single Pole, 15A, 120/277 Volts <i>Mfr.: Hubbell</i>
17	1.00 EA	CR15I	Receptacle, Duplex, 120 VAC, 15A, Ivory. <i>Mfr.: Hubbell</i>



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#### Relay Panel 7, Integration Caldwell Switchyard

Item	Quantity	Part Number	Description
18	2.00 EA	58361 1/2	Handy Box, 2" x 4", 1-7/8" Depth, 1/2" Knockouts <i>Mfr.: Thomas &amp; Betts</i>
19	1.00 EA	58 C 30	Cover Plate, for Single Toggle Switch, Fits on 2" x 4" Handy Box <i>Mfr.: Hubbell</i>
20	1.00 EA	58 C 7	Cover Plate, for Single Duplex Receptacle, Galvanized, Fits on 2" x 4" Handy Box. (TP616 is an acceptable replacement) <i>Mfr.: Thomas &amp; Betts</i>
21	1.00 EA	NUD8818/30W	LED Light Fixture, 18", 120V, 11W <i>Mfr.: Nora Lighting</i>
22	2.00 EA	2814M0	Transceiver, SEL-2814, EIA-232 to Multimode Fiber Converter, Male DB-9 Connector, Key Code 1190 <i>Mfr.: Schweitzer Engineering Laboratories</i>
23	2.00 EA	C808G020SSX0015	Cable, Multimode Fiber Optic, ST Connector on Both Ends, Waterproof Heavy Duty Jacketed 2 Fibers, 15 m, Configuration Code: C808#2NGC <i>Mfr.: Schweitzer Engineering Laboratories</i>
24	9.00 EA	CA605CAX006	SEL-CA605 CAT 5e Ethernet Cable, Gray, 6 feet in length, Config. Number CA605#8G4G <i>Mfr.: Schweitzer Engineering Laboratories</i>
25	1.00 EA	C972-010	C972 IRIG-B 10ft Cable Key Code 1786 <i>Mfr.: Schweitzer Engineering Laboratories</i>
26	2.00 EA	C953-006	Cable, Coax, RG58 with BNC Connectors on Both Ends, 6 Feet. Configuration Number - C953#MH74 <i>Mfr.: Schweitzer Engineering Laboratories</i>
27	2.00 EA	C953-015	SEL-C953 Coaxial Cable for IRIG-B Distribution, Configuration Number C953#KNGG <i>Mfr.: Schweitzer Engineering Laboratories</i>
28	2.00 EA	C953-055	Cable, Coax, RG58 with BNC Connectors on Both Ends, 55 Feet Key Code 1852 <i>Mfr.: Schweitzer Engineering Laboratories</i>
29	1.00 EA	FRXG-001-001-001	Test Switch, FT-19R, Arranged As (P P P P P P P P P) (P P P P P P P P P) (P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover

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### Relay Panel 7, Integration Caldwell Switchyard

Item	Quantity	Part Number	Description
<i>Mfr.: ABB, Inc.</i>			
30	1.00 EA	C960-075	SEL-C960 Coaxial Cable 75FT., Key Code 1857 <i>Mfr.: Schweitzer Engineering Laboratories</i>
31	1.00 EA	C961-075	SEL-C961 Coaxial Cable, TNC Connectors, 75 ft, Key Code 1861 <i>Mfr.: Schweitzer Engineering Laboratories</i>
32	1.00 EA	CA605CAX010	SEL-CA605 CAT 5e Ethernet Cable, Gray, 10 feet in length, Key Code 3827 <i>Mfr.: Schweitzer Engineering Laboratories</i>



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#### Relay Panel 8, 230kV Line 979, Caldwell Switchyard

Item	Quantity	Part Number	Description
1	2.00 EA	0411L1X6X5C6EEXH624E4E4	Relay, SEL-411, Standard Plus Sub-Cycle Distance Elements, Series Compensation Logic and Traveling Wave Fault Location Firmware, 125-250 Vdc or 110-240 Vac Power supply, 125 Vdc Input voltage, Horizontal Rack Mount, 6RU, Configuration Number 411L#K7K5 <i>Mfr.: Schweitzer Engineering Laboratories</i>
2	1.00 EA	SHARK1006010V3D2485PX	Model1 Power Meter, Power Supply 90-265VAC / 100-370-VDC, Current Input Class 0-11A (5A nominal), 60 Hz <i>Mfr.: Electro Industries</i>
3	6.00 EA	116B6708G7-C	Indicating Light, GE ET-16, 70Vac, Incandescent Bulb, Clear Cap <i>Mfr.: GE Grid Solutions, LLC</i>
4	8.00 EA	BSD-1118-026	Bulb, LED, White <i>Mfr.: Ledtronics Inc.</i>
5	2.00 EA	116B6708G3-C	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Clear Cap <i>Mfr.: GE Grid Solutions, LLC</i>
6	1.00 EA	129A514G01	Test Switch, FT-1, Arranged As (P P P C-C C-C C-C P), Black Cover, Screw Terminals <i>Mfr.: ABB, Inc.</i>
7	1.00 EA	APP-601-D-09A-24E-2-4	DFR Acquisition Unit, APP-601 DAU Chassis, 125VDC Includes: Slot 1, 2, 3 - Analog Input Cards Slot 7 - DSP Card Slot 8, 9 - Digital Input Card with Internal Wetting Slot 10 - Digital Input Card with External Wetting APP-00037 10AWG Ground Assembly 10' <i>Mfr.: APP Engineering</i>
8	2.00 EA	FRXG-001-001-001	Test Switch, FT-19R, Arranged As (P P P P P P P P P P) (P P P P P P P P P P) (P P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>

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#### Relay Panel 8, 230kV Line 979, Caldwell Switchyard

Item	Quantity	Part Number	Description
9	1.00 EA	FRXG-083-001-001	Test Switch, FT-19R, Arranged As (C-C C-C C-C C-C P P) (P P P P P P P P P P) (P P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>
10	2.00 EA	FRXG-014-014-001	Test Switch, FT-19R, Arranged As (P P P C-C C-C C-C P) (P P P C-C C-C C-C P) (P P P P P P P P P P), 3RU Low Switches, Steel, ANSI 61 Gray, Screw Terminals, FULL Clear Cover <i>Mfr.: ABB, Inc.</i>
11	6.00 EA	EB27B04S	Terminal Block, GE EB-27, 4 Pole, 600V, 30A, Standard Connectors with Short Circuiting Bar <i>Mfr.: GE Grid Solutions, LLC</i>
12	18.00 EA	1512STD	Terminal Block, Marathon 1500 Series, 12 Pole, 600V, 30A, Standard Connectors <i>Mfr.: Marathon Special Products</i>
13	1.00 EA	F30A1S	Fuse Block, Class H, 1 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
14	1.00 EA	NON-15	Fuse, Type NON, Class K5 & H, 125VDC, 15A <i>Mfr.: Bussmann by Eaton</i>
15	4.00 EA	F30A2S	Fuse Block, Class H, 2 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
16	8.00 EA	NON-10	Fuse, Type NON, Class K5 & H, 125VDC, 10A <i>Mfr.: Bussmann by Eaton</i>
17	2.00 EA	F30A3S	Fuse Block, Class H, 3 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
18	6.00 EA	NON-6	Fuse, Type NON, Class K5 & H, 125VDC, 6A <i>Mfr.: Bussmann by Eaton</i>
19	1.00 EA	CS115I	Switch, Single Pole, 15A, 120/277 Volts <i>Mfr.: Hubbell</i>
20	2.00 EA	CR15I	Receptacle, Duplex, 120 VAC, 15A, Ivory. <i>Mfr.: Hubbell</i>
21	3.00 EA	58361 1/2	Handy Box, 2" x 4", 1-7/8" Depth, 1/2" Knockouts <i>Mfr.: Thomas &amp; Betts</i>
22	1.00 EA	58 C 30	Cover Plate, for Single Toggle Switch, Fits on 2" x 4" Handy Box

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### Relay Panel 8, 230kV Line 979, Caldwell Switchyard

Item	Quantity	Part Number	Description
<i>Mfr.: Hubbell</i>			
23	2.00 EA	58 C 7	Cover Plate, for Single Duplex Receptacle, Galvanized, Fits on 2" x 4" Handy Box. (TP616 is an acceptable replacement) <i>Mfr.: Thomas &amp; Betts</i>
24	1.00 EA	NUD8818/30W	LED Light Fixture, 18", 120V, 11W <i>Mfr.: Nora Lighting</i>





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#### Jemstar Metering Panel 9, 230kV Line 979,

Item	Quantity	Part Number	Description
1	3.00 EA	EB27B04S	Terminal Block, GE EB-27, 4 Pole, 600V, 30A, Standard Connectors with Short Circuiting Bar <i>Mfr.: GE Grid Solutions, LLC</i>
2	17.00 EA	1512STD	Terminal Block, Marathon 1500 Series, 12 Pole, 600V, 30A, Standard Connectors <i>Mfr.: Marathon Special Products</i>
3	2.00 EA	F30A1S	Fuse Block, Class H, 1 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
4	4.00 EA	NON-6	Fuse, Type NON, Class K5 & H, 125VDC, 6A <i>Mfr.: Bussmann by Eaton</i>
5	4.00 EA	NON-5	Fuse, Type NON, Class K5 & H, 125VDC, 5A <i>Mfr.: Bussmann by Eaton</i>
6	1.00 EA	NON-15	Fuse, Type NON, Class K5 & H, 125VDC, 15A <i>Mfr.: Bussmann by Eaton</i>
7	8.00 EA	F30A2S	Fuse Block, Class H, 2 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
8	12.00 EA	NON-10	Fuse, Type NON, Class K5 & H, 125VDC, 10A <i>Mfr.: Bussmann by Eaton</i>
9	1.00 EA	F30A3S	Fuse Block, Class H, 3 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
10	1.00 EA	CS115I	Switch, Single Pole, 15A, 120/277 Volts <i>Mfr.: Hubbell</i>
11	2.00 EA	JSII-09R6020-1C/2B/3A-DIO-IB	JEMStarII-09-R-60-10-1B/2A3A-DIO/1B-EAP-P <i>Mfr.: Ametek Power Instruments-Rochester</i>
12	2.00 EA	SPR-24	Repeating Pulse Relay, 90 to 3 VAC. Burden: 10 mA at 120 VAC Power Supply, 125 VDC 500Vrms Control Input, Any Position Mounting. Part #SS5106B-00001 <i>Mfr.: Radian Research, Inc</i>
13	3.00 EA	C129A514G01	Test Switch, FT-1, Arranged as (P P P C-C C-C C-C P), Clear Cover, Screw Terminals <i>Mfr.: ABB, Inc.</i>
14	1.00 EA	58 C 30	Cover Plate, for Single Toggle Switch, Fits on 2" x 4" Handy Box <i>Mfr.: Hubbell</i>
15	1.00 EA	NUD8818/30W	LED Light Fixture, 18", 120V, 11W

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#### Jemstar Metering Panel 9, 230kV Line 979,

Item	Quantity	Part Number	Description
<i>Mfr.: Nora Lighting</i>			
16	1.00 EA	CR15I	Receptacle, Duplex, 120 VAC, 15A, Ivory. <i>Mfr.: Hubbell</i>
17	2.00 EA	58361 1/2	Handy Box, 2" x 4", 1-7/8" Depth, 1/2" Knockouts <i>Mfr.: Thomas &amp; Betts</i>
18	1.00 EA	58 C 7	Cover Plate, for Single Duplex Receptacle, Galvanized, Fits on 2" x 4" Handy Box. (TP616 is an acceptable replacement) <i>Mfr.: Thomas &amp; Betts</i>
19	1.00 EA	METSEION95030	PowerLogic ION9000 Meter, DIN Mount, No Display, HW Kit; S7650U1C0B6F1A0A <i>Mfr.: Schneider Electric USA, Inc.</i>



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#### Relay Panel 10, 230kV Breaker 97985

Item	Quantity	Part Number	Description
1	1.00 EA	04515615XC0X4H78484XX	Relay, SEL-451, Standard Firmware, 125/250 Vdc or 120/240 Vac Power Supply, Two 10/100BASE-T Connectors, 125 Vdc Mainboard Input Voltage, Horizontal Rack Mount, 5RU, Configuration Code:451#G9D4 <i>Mfr.: Schweitzer Engineering Laboratories</i>
2	1.00 EA	78PB07D	Lockout Relay, Series 24, Manual Reset, 7 Decks, 125 VDC, Green and Red LED's, Engraving Code 102C-2L22 (Title "LOCK-OUT RELAY", "TRIP", "RESET") <i>Mfr.: Electros witch</i>
3	2.00 EA	116B6708G3-R	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Red Cap <i>Mfr.: GE Grid Solutions, LLC</i>
4	2.00 EA	BSD-1118-001	Bulb, LED, Red <i>Mfr.: Ledtronics Inc.</i>
5	1.00 EA	116B6708G3-G	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Green Cap <i>Mfr.: GE Grid Solutions, LLC</i>
6	1.00 EA	BSD-1118-006	Bulb, LED, Green <i>Mfr.: Ledtronics Inc.</i>
7	1.00 EA	116B6708G3-C	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Clear Cap <i>Mfr.: GE Grid Solutions, LLC</i>
8	1.00 EA	BSD-1118-026	Bulb, LED, White <i>Mfr.: Ledtronics Inc.</i>
9	1.00 EA	376A1127G1X2	Control Switch, Type SB-10, Spring Return to Position 2, 4 Decks, Large Pistol Grip Handle, Engraved, Title: "PULL OUT FOR SUPV", Position 1 "TRIP", Position 2 "(PULL OUT), Position 3 "CLOSE" <i>Mfr.: GE Grid Solutions, LLC</i>
10	2.00 EA	FRXG-001-001-001	Test Switch, FT-19R, Arranged As (P P P P P P P P P P) (P P P P P P P P P P) (P P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>



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#### Relay Panel 10, 230kV Breaker 97985

Item	Quantity	Part Number	Description
11	1.00 EA	FRXG-083-001-001	Test Switch, FT-19R, Arranged As (C-C C-C C-C C-C P P) (P P P P P P P P) (P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>
12	4.00 EA	EB27B04S	Terminal Block, GE EB-27, 4 Pole, 600V, 30A, Standard Connectors with Short Circuiting Bar <i>Mfr.: GE Grid Solutions, LLC</i>
13	24.00 EA	1512STD	Terminal Block, Marathon 1500 Series, 12 Pole, 600V, 30A, Standard Connectors <i>Mfr.: Marathon Special Products</i>
14	5.00 EA	F30A1S	Fuse Block, Class H, 1 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
15	4.00 EA	NON-6	Fuse, Type NON, Class K5 & H, 125VDC, 6A <i>Mfr.: Bussmann by Eaton</i>
16	1.00 EA	NUD8818/30W	LED Light Fixture, 18", 120V, 11W <i>Mfr.: Nora Lighting</i>
17	1.00 EA	NON-15	Fuse, Type NON, Class K5 & H, 125VDC, 15A <i>Mfr.: Bussmann by Eaton</i>
18	6.00 EA	F30A2S	Fuse Block, Class H, 2 Pole, 250V, 30A <i>Mfr.: Marathon Special Products</i>
19	4.00 EA	NON-10	Fuse, Type NON, Class K5 & H, 125VDC, 10A <i>Mfr.: Bussmann by Eaton</i>
20	2.00 EA	58 C 7	Cover Plate, for Single Duplex Receptacle, Galvanized, Fits on 2" x 4" Handy Box. (TP616 is an acceptable replacement) <i>Mfr.: Thomas &amp; Betts</i>
21	8.00 EA	NON-30	Fuse, Type NON, Class K5 & H, 125VDC, 30A <i>Mfr.: Bussmann by Eaton</i>
22	1.00 EA	CS115I	Switch, Single Pole, 15A, 120/277 Volts <i>Mfr.: Hubbell</i>
23	2.00 EA	CR15I	Receptacle, Duplex, 120 VAC, 15A, Ivory. <i>Mfr.: Hubbell</i>
24	3.00 EA	58361 1/2	Handy Box, 2" x 4", 1-7/8" Depth, 1/2" Knockouts <i>Mfr.: Thomas &amp; Betts</i>



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### Relay Panel 10, 230kV Breaker 97985

Item	Quantity	Part Number	Description
25	1.00 EA	58 C 30	Cover Plate, for Single Toggle Switch, Fits on 2" x 4" Handy Box <i>Mfr.: Hubbell</i>



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### Communication Rack, Caldwell Switchyard

Item	Quantity	Part Number	Description
1	1.00 EA	R2P	Network Rack, 20"W x 3"D x 84"H, 45RU, Aluminum, Black <i>Mfr.: Panduit</i>
2	2.00 EA	WMPVHC45E	Vertical Cable Manager, 45RU, 83 H x 6.7 W x 14.1 in. D <i>Mfr.: Panduit</i>
3	1.00 EA	GROUND BUS BAR	<i>Mfr.: KEMCO Industries, LLC</i>



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### Security Rack, Caldwell Switchyard

Item	Quantity	Part Number	Description
1	1.00 EA	R2P	Network Rack, 20"W x 3"D x 84"H, 45RU, Aluminum, Black <i>Mfr.: Panduit</i>
2	1.00 EA	GROUND BUS BAR	<i>Mfr.: KEMCO Industries, LLC</i>





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#### Optional Equipment for Panel 10, Caldwell

Item	Quantity	Part Number	Description
1	1.00 EA	04515615XC0X4H78484XX	Relay, SEL-451, Standard Firmware, 125/250 Vdc or 120/240 Vac Power Supply, Two 10/100BASE-T Connectors, 125 Vdc Mainboard Input Voltage, Horizontal Rack Mount, 5RU, Configuration Code: 451#G9D4 <i>Mfr.: Schweitzer Engineering Laboratories</i>
2	2.00 EA	FRXG-001-001-001	Test Switch, FT-19R, Arranged As (P P P P P P P P P) (P P P P P P P P P) (P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>
3	1.00 EA	FRXG-083-001-001	Test Switch, FT-19R, Arranged As (C-C C-C C-C C-C P P) (P P P P P P P P P) (P P P P P P P P P), 3RU Lo Switches, Steel, ANSI 61 Gray, Screw Terminals, Full Clear Cover <i>Mfr.: ABB, Inc.</i>
4	1.00 EA	116B6708G3-C	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Clear Cap <i>Mfr.: GE Grid Solutions, LLC</i>
5	1.00 EA	BSD-1118-026	Bulb, LED, White <i>Mfr.: Ledtronics Inc.</i>
6	1.00 EA	116B6708G3-G	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Green Cap <i>Mfr.: GE Grid Solutions, LLC</i>
7	1.00 EA	BSD-1118-006	Bulb, LED, Green <i>Mfr.: Ledtronics Inc.</i>
8	2.00 EA	116B6708G3-R	Indicating Light, GE ET-16, 125VDC, Incandescent Bulb, Red Cap <i>Mfr.: GE Grid Solutions, LLC</i>
9	2.00 EA	BSD-1118-001	Bulb, LED, Red <i>Mfr.: Ledtronics Inc.</i>
10	1.00 EA	78PB07D	Lockout Relay, Series 24, Manual Reset, 7 Decks, 125 VDC, Green and Red LED's, Engraving Code 102C-2L22 (Title "LOCK-OUT RELAY", "TRIP", "RESET") <i>Mfr.: Electroswitch</i>



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### Optional Equipment for Panel 10, Caldwell

Item	Quantity	Part Number	Description
11	1.00 EA	376A1127G1X2	Control Switch, Type SB-10, Spring Return to Position 2, 4 Decks, Large Pistol Grip Handle, Engraved, Title: "PULL OUT FOR SUPV", Position 1 "TRIP", Position 2 "(PULL OUT)", Position 3 "CLOSE" <i>Mfr.: GE Grid Solutions, LLC</i>



Reference: Your request for a quotation for the JEA – Caldwell Switchyard control enclosure

KEMCO is pleased to provide this quotation for a concrete control enclosure in response to your referenced request for quotation with the following exceptions and clarifications.

1. Specification 3.3.1.P: KEMCO is offering an interior height of 10' due to the requested R-38 value of the ceiling and for more cost effective transportation.
2. Specification 3.3.3: KEMCO is offering our standard, all inclusive, wall mount Bard HVAC units. The HVAC unit sizes have been estimated; if provided with equipment heat loads, KEMCO can more accurately size the units which may result in a price change.
3. Specification 3.3.4: Door awnings will be standard fiberglass units.
4. Specification 3.3.4: The interior door will not have a window or a vent due to the requested 2-hour fire rating. Motorized fire dampers will be installed in the separation wall to work in conjunction with the battery room exhaust fan for ventilation.
5. Specification 3.3.6: KEMCO is offering 6" deep (5" loading depth) cable tray for clearance purposes and availability.
6. Specification 3.3.14: The load centers have been included with NEMA-4X enclosures to satisfy the stainless steel specification.
7. Specification 5.4: KEMCO takes exception to any adverse site conditions. At the time of quotation, the site has not been visited and may not even be totally completed. KEMCO will not take financial responsibility for work that has not been designed or completed by KEMCO and therefore retains the ability to be compensated for any and all adjustments in pricing that may increase due to site conditions that inhibit the delivery, off-loading or installation of the control enclosure or the control enclosure components.
8. Specification 7.3: KEMCO accepts test witnesses, however, KEMCO is not responsible for any associated costs.
9. Specification 8.0: KEMCO is offering our standard warranty as described below KEMCO's offering is limited to the contents of the following proposal. Any equipment or labor not described below is assumed to be by others.

The proposed control enclosure is described below:

### **Construction - Concrete**

- Size nominal 28' wide (28' 6" wide with 3" roof overhang) exterior x nominal 47' 9" long exterior x nominal 10' high interior, two room concrete control enclosure
- The control enclosure will be constructed as two (2) shipping modules, each nominal 14' wide x 47' 9" long, to be assembled on-site by KEMCO field service personnel.
- Standard construction in accordance with KEMCO product specifications. The structural loads of the proposed concrete control enclosure are as follows:
  - 200 pounds per square foot distributed floor loading while on foundation
  - 125 pounds per square foot distributed floor loading while lifting

- 50 pounds per square foot distributed roof load
- 155 mph wind load
- Seismic Design ASCE 7-16 Site Class D
- Exposed aggregate exterior
- The base of the control enclosure will be a structural steel skid assembly with a concrete floor deck and sheet metal bottom cover
- The proposed control enclosure walls are capable of stopping 30.06 rifle fire per UL752 requirements.
- The proposed control enclosure walls will provide a two-hour fire rating
- The walls will be insulated with R-13 hardboard insulation
- The ceiling will be insulated with R-38 hardboard insulation
- The interior walls and ceiling will be sheathed with ¾" plywood backed **white** FRP board
- Floor will be painted with a slip resistant epoxy coating
- One (1) 72" wide x 96" high, insulated, UL752 Level 4 ballistic rated, Florida approved, steel exterior double door (dual operating leaf), panic bar exit hardware, mortise lock sets and fiberglass weather hood
- One (1) 48" wide x 96" high, insulated, UL752 Level 4 ballistic rated, Florida approved, steel exterior door, panic bar exit hardware, mortise lock set and fiberglass weather hood
- Two (2) sets of provisions for card readers at entry doors, including junction boxes, wall penetrations and conduit to interior cable tray. *Card readers and associated equipment to be provided and installed by others.*
- One (1) 48" wide x 96" high, insulated, 2-hour fire rated, steel interior door with panic bar exit hardware (battery room side) and passage lever set
- Three (3) heavy duty, hydraulic door closers
- Four (4) sets of provisions for security cameras, including junction boxes, wall penetrations and conduit to interior cable tray. *Security cameras and associated equipment to be provided and installed by others.*

### **Power Distribution**

- Two (2) AC power panel mounted surge suppressors (SKLA3D1 or equal)
- One (1) 225 Amp main breaker, 22,000 AIC, 120/240 VAC, single phase, 60 Hz, 42-space, bolt-in utility power distribution panel in a NEMA-4X, stainless steel, surface mount enclosure (Eaton PRL1)
- One (1) 225 Amp main breaker, 22,000 AIC, 120/240 VAC, single phase, 60 Hz, 18-space, bolt-in utility power distribution panel in a NEMA-4X, stainless steel, surface mount enclosure (Eaton PRL1)
- Two (2) DC power panel mounted surge suppressors
- Two (2) 225 Amp main breaker, 10,000 AIC, 125 VDC, 42-space, bolt-in direct current distribution panels in NEMA-4X, stainless steel, surface mount enclosures (Eaton PRL2)
- Circuit breakers for all KEMCO installed equipment and customer loads as specified
- Two (2) battery cart junction boxes with connection cables fitted with Anderson style connectors.
- Two (2) 6" wall penetrations below battery cart boxes with weather proof caps
- Two (2) 60 Amp, 240 VAC, non-fused, 3-pole, single throw HVAC safety switches in NEMA-3R enclosures (Square D VHU362RB or equal)
- Ten (10) 20 Amp specification grade duplex receptacles
- Four (4) L5-20 drop receptacles over relay panels
- Two (2) 20 Amp specification grade exterior GFCI duplex receptacles
- One (1) 30 Amp, 240 VAC exterior receptacle

### **DC Power**

KEMCO will furnish, install and wire the following items to constitute a DC power system for your application:

- Two (2) 125 VDC, 200 Ah battery banks, each consisting of twenty (20) 6VDC, VLA batteries with flame arresters and terminal covers (Energys 3CC-9M)
- Two (2) 2-tier, seismic zone-2L, 132" long x 20.56" wide battery racks (Energys UC2L2T132AP)
- Two (2) spill containment pans with acid absorbing pillows (Enviroguard EAGLE-25-136)

- Two (2) 240 VAC, single phase input, 130 VDC, 40 Amp output battery chargers (Hindle ATEV1130040F240SS1XXXXXL1)

*\*Batteries to ship loose in original packaging, to be installed at site due to DOT regulations*

***Battery testing and commissioning is assumed to be by others and not included in this quotation.***

### **Lighting**

- Twenty-four (24) four-foot, surface mounted LED light fixtures
- Eight (8) 125 VDC emergency lights (J-LED-125DC-12-C or equal)
- Two (2) explosion proof, LED battery room lights (Hubbell HLEML-45-30-X2-G-AN or equal)
- Two (2) wall mounted, exterior wall pack, LED light fixtures with photocell control (Hubbell WGH2-70W-4K or equal)
- Two (2) combo emergency/exit light fixtures each with two lamps and 90-minute battery backup (Lithonia ECR-LED-M6 or equal)

### **HVAC**

- Two (2) 3-Ton, 240 VAC, single phase, 11EER wall mount air conditioning units, with low ambient and compressor anti cycle controls, **Technicoated condenser and evaporator coils**, integral 5 kW resistance heat strips, and replaceable dust filters (Bard)
- Two (2) wall mounted thermostats for individual HVAC unit control
- Two (2) 625 CFM, explosion proof exhaust fans with motorized fire damper intake louvers and Florida approved exhaust louvers, programmable timer control, fire system interlock and fiberglass exhaust hoods with metal screen filters

### **Alarm Device Contacts**

The following alarm device contacts will be wired and brought to a location specified by the customer. The alarm wires will be terminated and tagged for identification per standards. Unless otherwise stated in this proposal, termination at the customer's equipment is assumed to be provided by others.

There are no provisions for audible, visual, or remote alarm monitoring offered, except where it is integral to the device offered or stated otherwise in this proposal.

- Two (2) line voltage smoke detectors
- Two (2) explosion proof heat sensors
- Two (2) intrusion alarm switches

### **Grounding**

- Provisions for the connection of a grounding electrode conductor at the control enclosure service equipment
- Cable tray ground system consisting of a continuous 4/0 AWG ground conductor clamped along the length of the cable tray system, terminating at the corner ground pads
- All KEMCO provided electrical equipment to be bonded to interior grounding system using 4/0 AWG stranded copper ground drops
- Two (2) opposite corner, NEMA two-hole copper ground pads. *Connection to station ground grid to be by others.*

### **Customer Furnished Equipment**

KEMCO will install seven (7) relay panels. Installation to include AC/DC power connection wiring and all panel to panel interconnection wiring.

**This quotation assumes all required panel to panel and panel to termination cabinet wiring diagrams are to be provided by others. If requested, KEMCO will provide alternate pricing for these services.**

**KEMCO has based the installation of the relay panels on 50 terminations per panel using K1 cable.**

KEMCO will install two (2) empty communications racks and one (1) empty security rack. *All rack mounted equipment and wiring is assumed to be by others.*

### **Accessories**

- Two (2) standard, aluminum cable entry hoods with removable access panels
- Up to two hundred twenty feet (220') of 36" wide x 6" deep, aluminum cable tray (B-line or equal)
- Up to two hundred twenty feet (220') of 9" wide x 6" deep, aluminum fiber optic tray (B-line or equal)
- Two (2) portable 10-pound ABC fire extinguishers
- One (1) wall mounted emergency eye wash station with required solution (PureFlow 1000 or equal)



- Two (2) 36" x 72" work tables (HON UTM3672 QQCHR or equal)
- Two (2) vertical drawing storage cabinets with clamps (SAFCO 5041 or equal)
- One (1) four drawer vertical file cabinet (HON 370 or equal)
- Two (2) sets of door signs as specified
- Nameplates for KEMCO installed equipment
- KEMCO standard 1-year comprehensive warranty and 10-year structural warranty. *Batteries will be prorated per the manufacturer's warranty.*
- Three (3) service manuals
- If requested, KEMCO will provide three (3) sets of control enclosure drawings with each control enclosure unit order. Typical foundation drawings based upon normal soil conditions are available to support calculations for recommended control enclosure tie down locations No other foundation drawings are offered in the proposed control enclosure price. Additional foundation drawings can be provided and will be negotiated separately.
- All wiring will be installed in surface mounted conduit or wireways if specified and will be in full compliance with ANSI/NFPA-70 - The National Electrical Code, latest revision.
- Control enclosures are to be built according to the latest IBC edition and state requirements of which the control enclosure is residing, local and county codes are not applicable unless otherwise stated.

### **On-Site Service**

- KEMCO will attach the control enclosure to the customer furnished foundation
- KEMCO will reinstall all KEMCO provided items that were removed for shipment
- KEMCO will join the modules together and make all interconnections at the final site
- KEMCO will install the batteries in the battery racks, make battery interconnections, make the final positive (+) battery terminations, and fully prepare the final negative (-) battery termination for connection by others. Testing and commissioning are to be by others.
- KEMCO offers On-Site work with the understanding that a general contractor is under contract by the customer. It is assumed that the general contractor is responsible for permits, licenses, right of ways, permission for site access, union issues and site security; therefore,

KEMCO is offering this work with the understanding that no additional permits, licenses, etc. are required.

Should circumstances requiring additional permits, licenses, etc. arise, KEMCO will not be responsible for delays and will charge for any additional cost incurred to resolve the issue; these costs are to include downtime, travel expenses, etc. for KEMCO personnel assigned to the project.

- Note: All KEMCO provided on-site services are based on a minimum of ten (10) hours a day, and seven (7) days a week site access

### **Lead Time**

Control enclosure completion is typically **30-32 weeks** after approval of the preliminary drawings and state approval (where applicable). The preliminary drawings will be sent to the customer within **25 working days** after receipt of purchase order. KEMCO will confirm the delivery schedule based upon production commitments and availability of ancillary equipment at the time of order.

### **Control Enclosure Set-Up**

Control enclosure accessories may be removed as required for shipping at the discretion of Transportation Manager to facilitate shipping dimensions, safety, security, or to prevent damage to equipment. Any equipment removed for shipment will be packed in the control enclosure along with mounting hardware for reinstallation per KEMCO standards. KEMCO has included the reinstallation of equipment in this offering.

### **Terms and Conditions**

All pricing is exclusive of sales tax, use tax, or other fees.

Use taxes and any other state or local taxes or fees will be the responsibility of the customer. If the sale is subject to any such taxes or other fees, then KEMCO Industries, LLC. reserves the right, at any time (even after final payment by the customer for the control enclosure), to invoice separately for all such taxes or fees, together with any interest and penalties that may be imposed by the taxing or fee collecting authority. If this sale is exempt from any such taxes and fees, the customer must provide KEMCO with proof of any exemption (such as an exemption certificate) at the time the customer places its order.

**This quotation is valid for 30 days.**

### **Transportation**

Delivery charges are based on normal site access for KEMCO over the road tractor-trailers. If the site is not accessible due to weather, unsuitable roadway, obstructions, or

other conditions, KEEMCO will, if possible, obtain the proper equipment to complete the delivery. All additional costs associated with such delivery conditions will be billed at actual cost plus a 25% service charge.

In the event there is difficulty in getting into the job site because of unforeseen obstacles, KEMCO will not assume liability for any property damage as a result of being instructed by the customer's contractor to proceed; even though the KEMCO driver or contract carrier driver is aware of the potential for risk of damage to property.

KEMCO also assumes no responsibility for damage to the control enclosure as a result of inadequate right of ways to the job site. It will be the customer's responsibility to ensure there is proper access to the job site.

Unless previously arranged and confirmed in writing, KEMCO will require that a customer representative be at the job site at the time of delivery.

The customer will establish a single point of contact to coordinate schedules with KEMCO's transportation department.

For all deliveries prearranged without a customer representative on site and if difficulties arise due to weather, unsuitable roadway, obstructions, or other conditions, KEMCO will, if possible, obtain the proper equipment to complete the delivery. All costs associated with such extraordinary delivery conditions will be billed to the customer at actual cost plus 25%.

## Award #10 Supporting Documents 07/10/2025

**From:** [Behr, Jason V.](#)  
**To:** [Tony Griffin](#); [jengland@ep2.com](mailto:jengland@ep2.com)  
**Cc:** [Pearson, Kenny R](#); [Hamilton, Darrell D](#); [Hamilton, Spencer T](#); [Barker, Ballard C. \(External Contractor\)](#)  
**Subject:** 1411971847 (IFB) Miller/Caldwell Solar Interconnect Pre-Fab Control House - Intent to Award  
**Date:** Wednesday, July 2, 2025 10:04:20 AM  
**Attachments:** [image001.png](#)

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Good Morning,

This communication is to inform you of JEA's intent to award for Solicitation-**1411971847 (IFB) Miller/Caldwell Solar Interconnect Pre-Fab Control House.** JEA has reviewed all the submittals and has determined **Kemco Industries Inc** is the Responsive and Responsible Bidder whose Bid meets or exceeds the Minimum Qualifications set forth in this Solicitation, and is the Lowest Priced Bidder for the services which they are being awarded.

Company Name	Rank	Total Bid Amount
<b>Kemco Industries Inc</b>	<b>1</b>	<b>\$3,263,717.65</b>
<b>Electrical Power Products</b>	<b>2</b>	<b>\$3,438,638.00</b>

Administrative Remedies are located on JEA.com. JEA appreciates your participation and looks forward to future opportunities to work with your company.

Thank you,

**Jason Behr**

Senior Purchasing Agent

Direct: (904) 226-0689





**Plibrico Company, LLC**

1401 Chamber Drive

Bartow, FL 33830

Phone: 863-519-5044

Fax: 863-519-5575

[www.Plibrico.com](http://www.Plibrico.com)

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1/10/2025

JEA

4377 Heckscher Drive

Jacksonville, FL.

MR. MICHAEL BALDWIN

Subject: Unit 1 Rear Wall Feeder Nozzles.

Plibrico Company, LLC. is pleased to submit our Quote as detailed below.

**Scope of Work: REAR WALL FEEDER NOZZLES UNIT 1**

- Set up Jobsite at JEA NGS.
- Demo Refractory Approximately 8" around Nozzle for removal and replacement of existing Nozzle.
- Install 8" 310 SS anchors in area where Refractory was removed.
- Install 4" of lightweight castable FWEC material code (40) after a 24-hour cure. Install 5" of Hard Face Lining FWEC material code (41).
- Between the Pipe Sleeve and Thermal Sleeve 2" of LDS Moldable will be installed
- Return one completed Rear wall Feeder Nozzle to JEA NGS.

**This project is based upon bid documents/drawings/conditions:**

- This quote is for work to be done during a scheduled outage when Plibrico is already on site.

**BUDGETARY ESTIMATE:**

Four -Thousand Five Hundred Dollars .....\$4,500.00 Each.

**TOTAL BUDGETARY ESTIMATE FOR 3 REAR FEEDER NOZZLES ON REAR WALL....** Thirteen Thousand Five Hundred Dollars.....\$13,500.00

Additional work beyond the scope referenced in this proposal will require written approval on buyer's or seller's change authorization form.

**Work Schedule:**

This proposal is based upon working 5 days per week, 10 hours per day, single shift.

Please provide a 14 day notification for start date for us to schedule materials and mobilization.

Page 2 of 4

Payment terms are NET 30 days subject to credit approval.  
The price does not include state/local taxes, if applicable.

This Proposal is made subject to the terms and conditions attached as Exhibit 1. If your organization requires a Purchase Order to begin work, please send the Purchase Order, referencing and incorporating this Proposal, with this signed Proposal to me. Should you have any questions, please feel free to contact me at the phone # listed or send me an email at the address above. Thank you for your time and consideration and we look forward to the opportunity to work with you on this Project.

Sincerely,

*Todd Grimes*

Project Manager

Office # 863 519-5044

Mobile # 863 738-6502

Attachments: Terms and conditions

**PLIBRICO COMPANY, LLC**  
**REFRACTORY INSTALLATION SALES TERMS AND CONDITIONS**

1. The attached quotation (the "Proposal") for the services and installation (the "Work") is submitted for acceptance within 30 days and for installation beginning within six months of the quotation date. Acceptance is expressly limited to the terms of the quotation and to the conditions contained herein. In the event that Purchaser issues a purchase order or contract for the Work, these terms and conditions shall be incorporated into such purchase order or contract for all purposes, provided, however, that to the extent any term of these terms and conditions modifies or conflicts with any provision of such purchase order or contract, these terms and conditions shall control.
2. Shipping, Freight, Insurance, Federal, State or Local taxes are not included in the attached quotation and, if applicable they will be added to the purchase price.
3. As a result of market volatility and its impact on price and supplied material availability, any materials included within this proposal should be considered estimates. Once an order has been received, the estimate will be updated to actual costs for your review and approval.
4. Once a purchase order is placed, the Work may not be cancelled and a cancellation charge may be applied in the event of cancellation. Changes, alterations and additions to the Work will not be provided unless authorized in writing by an individual identified by Purchaser as authorized to approve additional Work.
5. Unless otherwise specified, this Proposal does not include unloading materials and equipment delivered in advance of and in preparation for commencement of the Work. Purchaser will unload such materials and equipment at a point adjacent to the job site or pay unloading charges.
6. Upon delivery, Purchaser will store all materials and equipment in a dry, safe place to protect them from rain and dampness. Upon delivery during cold weather, Purchaser will store the materials and equipment in a warm place to prevent freezing.
7. Where the installation must be performed under adverse weather conditions, Purchaser will furnish at his own expense such temporary heat shelter and wind breaks as are necessary to enable Seller or any subcontractor to perform the Work in a normal manner, or Seller shall furnish same at Purchaser's expense, and an extra charge will be made to compensate Seller for any loss due to reduced working efficiency.
8. The Work does not include removal of old material to a dump on the premises adjacent to the Work or hauling from the premises unless otherwise specified in the Proposal. Under no circumstances will Seller tear out or remove hazardous materials, including, without limitation, asbestos or chrome based refractories. It is the sole responsibility of the Purchaser to remove and dispose of all hazardous materials, in conformity to all federal, state and local laws and regulations, prior to commencement of the Work.
9. Where tear out or removal of old refractory lining is included in the Proposal, Seller will endeavor to confine the tear out to the dimensions listed. Seller cannot assume responsibility for collapse of additional refractory. Any work required or material furnished in addition to that included in the Proposal will be charged at a rate or price no higher than that applying to the rest of the work. Seller will not be responsible for damage or repairs required for damage of process or boiler tubes which occurs during tear out of refractory.
10. Seller will accommodate the reasonable construction schedule of Purchaser, but in no event will Seller be liable for damages if construction cannot begin on the scheduled date.
11. If Purchaser or any contractor under the control of Purchaser causes a delay or stoppage of the Work, Seller will be entitled to recover the reasonable costs of such delay, including time Seller's workmen are forced to remain idle, and/or costs of demobilization and remobilization.
12. All invoices are due in full thirty (30) days from the date of receipt of the invoice. Unpaid invoices will accrue interest at the maximum rate allowable by law. In the event that any collection action is required to collect invoices, Purchaser shall pay the reasonable costs of collection, including attorney's fees.
13. Seller shall not be liable for any loss and/or damages incurred by Purchaser because of the Work, or the use of the equipment installed as part of the Work, except as otherwise expressly provided for in these terms and conditions. In all events, Seller's maximum liability shall be limited to the price actually paid by Purchaser. In no event shall Seller be liable to Purchaser or any third party for any lost profits, loss of use, reasonable costs of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages, however caused, and whether in contract, warranty, tort, or under any other theory of liability.
14. With respect to all engineering and design services (the "Engineering Services") provided by Seller, such services will be performed in accordance with sound practice and professional standards ordinarily exercised by members of the profession practicing at the same time in the same location. In the event of an error, omission or other professional negligence with respect to the Engineering Services, for a period of one (1) year from the substantial completion of the Work, such Engineering Services shall be reperformed by Seller.
15. With respect to all equipment and materials supplied under the Proposal and all installation work in connection therewith (the "Installation Services"), Seller warrants that the Installation Services are free from manufacturing defects for all materials manufactured by Seller. If any Installation Services are found to be defective within one (1) year from the substantial completion of the Work, Seller shall provide sufficient installation and/or material manufactured by Seller to correct the deficiency provided Purchaser notifies the seller in writing of such defect no later than one year from date of installation completion. For material manufactured by third parties, Seller shall assign to Purchaser all available warranties and shall assist Purchaser in the enforcement of such warranties. In no event does this warranty include deficiencies caused by normal wear and tear of materials and/or equipment or to damages caused by abnormal service conditions or the acts or omissions of Purchaser or any third party. Other than as set forth therein, there are no other warranties, whether statutory, expressed or implied. All other warranties are disclaimed, including, without limitation, the warranty of merchantability or fitness for a particular purpose.
16. Seller carries Worker's Compensation, General Liability, and Property insurance policies to provide coverage for its operations, property and employees while at Purchaser locations and performing services for Purchaser. Upon request of Purchaser, Purchaser shall be named as additional insured on such policies to the extent of Seller's contractual obligations under these terms and conditions.
17. No liability shall result from delay in performance of installation or from delay in shipment of materials because of events that result from a force majeure or any event beyond Seller's control, including without limitation Acts of God, fire, flood, labor strikes, or unavailability of materials or equipment. If any reasonable delay requested from Purchaser is not accepted, Purchaser may cancel that portion of the Work not completed, with charges for that portion completed to be prorated.
18. A demurrage charge may be added to the final invoice for materials not on the Seller's standard price list, or for specialty material items, or equipment. The demurrage charge will apply when delivery is postponed to a date beyond that originally agreed on between Purchaser and



Seller.

19. Any product data furnished to Purchaser comprises the averaged results of data obtained under laboratory conditions and reasonable variations can be expected.
20. Purchaser and Seller will comply with all state, federal and local laws and statutes, ordinances, rules and regulations relating to the safety of Seller's employees and general work site.
21. The Proposal and these terms and conditions shall be governed by and construed in accordance with the laws of the state where the Work occurs, exclusive of the choice of law or conflict of law provisions thereof.
22. The Proposal and these terms and conditions constitute the entire agreement between Purchaser and Seller and shall not be amended except in writing signed by both parties. It supersedes all other agreements, negotiations, or understandings, verbal or written, with respect to said subject matter and shall prevail over any different or additional terms and conditions contained in any other document, and may be amended only as set forth above.

*Standard Terms and Conditions, Revised 11/5/2021*



March 31, 2025

**Attn: MICHAEL BALDWIN**

**JEA NORTH SIDE UNIT 1 FALL 2025 OUTAGE**  
 4377 HECKSCHER DR  
 JACKSONVILLE, FL 32226

The Plibrico Company, LLC. is pleased to submit our estimate as detailed below.

## **UNIT 1 DUCT BURNER RELINE**

### **SCOPE OF WORK:**

#### **Pre-Combustion Chamber**

- Demo and replace Burner Tiles (20 pcs) cast and dried by Plibrico using Plicast HyMOR 70 KK.
- Demo Burner Face and replace with Plibrico 85 S special phos bond Plastic to a 4 ¾" lining anchored by 85p high alumina anchor tile
- Demo all existing bricks and replace with 60% High Alumina brick.
- Demo and replace Precast shapes (56 pcs) Detail 7 B on drawing cast and dried by Plibrico using Plicast HyMOR 70 KK.

#### **Combustion Chamber**

- Demo all existing brick in 2-layer brick lining and replace with 2600deg.IFB and 60% High Alumina Brick.
- Demo and replace Precast shapes (32 pcs) Detail 7 A on drawing cast and dried by Plibrico using Plicast LWI 26 and Plicast HyMOR 70 KK.
- The closure from the last row of brick and existing castable will be Gunned into place with a 2-layer lining consisting of 5" of Pligun LWI 24 KK and 4" of Harbison walker Guntech 3280 ABR
- Estimated work duration for Pre-combustor and Combustor is 21 days (42 shifts) per duct burner

**This project is based upon bid documents/drawings.**

**Drawings provided by JEA.**

**Price:**

**FOUR HUNDRED SIXTY-NINE THOUSAND DOLLARS...\$469,000 EACH  
 BUDGETARY ESTIMATE.**

Three (3) Burners @ \$469k each, Total \$1,407,000  
 FY25 - \$850,000  
 FY26 - \$557k (CO to be issued 10/1/25)  
 -MBaldwin

Additional work beyond the scope referenced in this proposal will require written approval on buyer's or seller's change authorization form.

**Customer Responsibilities:**

- Provide dry area for materials and equipment within close proximity to the work area.
- Utilities and potable water
- Sandblasting, welding, and/or steel repairs except as noted in our scope.
- Bake out of refractories.
- No steelwork is included.
- Supply container and disposal of waste generated by this project. Trash dumpster to be located within close proximity to our job site unit.

**Work Schedule:**

This proposal is based upon working 7 days a week, 12 hours per day, double shifts.

**Terms:**

Payment terms are NET 30 days subject to credit approval. The price does not include state/local taxes, if applicable.

This proposal is made subject to the terms and conditions included as an attachment to this document.

As a result of market volatility and its impact on price and supplied material availability, any materials included within this proposal should be considered estimates. Once an order has been received, the estimate will be updated to actual costs for your review and approval.

If your organization requires a purchase order to begin work, please send the purchase order, referencing and incorporating this proposal, with this signed proposal to me.

Please note, in response to increases in cyber-attacks, should you receive any communications regarding changes in Plibrico payment details, before taking any action, please confirm requested changes with your established Plibrico contacts, using previously used contact information.

Should you have any questions, please feel free to contact me at the phone number listed or send me an email at the address above. Thank you for your time and consideration and we look forward to the opportunity to work with you on this project.

Sincerely,

*Todd Grimes*

Project Manager  
863 738-6502

Attachments: Terms and Conditions

**PLIBRICO COMPANY, LLC**  
**REFRACTORY INSTALLATION SALES TERMS AND CONDITIONS**

1. The attached quotation (the "Proposal") for the services and installation (the "Work") is submitted for acceptance within 30 days and for installation beginning within six months of the quotation date. Acceptance is expressly limited to the terms of the quotation and to the conditions contained herein. In the event that Purchaser issues a purchase order or contract for the Work, these terms and conditions shall be incorporated into such purchase order or contract for all purposes, provided, however, that to the extent any term of these terms and conditions modifies or conflicts with any provision of such purchase order or contract, these terms and conditions shall control.
2. Shipping, Freight, Insurance, Federal, State or Local taxes are not included in the attached quotation and, if applicable they will be added to the purchase price.
3. The Proposal includes free inspection of the refractory work installed for a period of one year after completion, said inspections to be performed periodically or as required by purchaser.
4. Once a purchase order is placed, the Work may not be cancelled and a cancellation charge may be applied in the event of cancellation. Changes, alterations and additions to the Work will not be provided unless authorized in writing by an individual identified by Purchaser as authorized to approve additional Work.
5. Unless otherwise specified, this Proposal does not include unloading materials and equipment delivered in advance of and in preparation for commencement of the Work. Purchaser will unload such materials and equipment at a point adjacent to the job site or pay unloading charges.
6. Upon delivery, Purchaser will store all materials and equipment in a dry, safe place to protect them from rain and dampness. Upon delivery during cold weather, Purchaser will store the materials and equipment in a warm place to prevent freezing.
7. Where the installation must be performed under adverse weather conditions, Purchaser will furnish at his own expense such temporary heat shelter and wind breaks as are necessary to enable Seller or any subcontractor to perform the Work in a normal manner, or Seller shall furnish same at Purchaser's expense, and an extra charge will be made to compensate Seller for any loss due to reduced working efficiency.
8. The Work does not include removal of old material to a dump on the premises adjacent to the Work or hauling from the premises unless otherwise specified in the Proposal. Under no circumstances will Seller tear out or remove hazardous materials, including, without limitation, asbestos or chrome based refractories. It is the sole responsibility of the Purchaser to remove and dispose of all hazardous materials, in conformity to all federal, state and local laws and regulations, prior to commencement of the Work.
9. Where tear out or removal of old refractory lining is included in the Proposal, Seller will endeavor to confine the tear out to the dimensions listed. Seller cannot assume responsibility for collapse of additional refractory. Any work required or material furnished in addition to that included in the Proposal will be charged at a rate or price no higher than that applying to the rest of the work. Seller will not be responsible for damage or repairs required for damage of process or boiler tubes which occurs during tear out of refractory.
10. Seller will accommodate the reasonable construction schedule of Purchaser, but in no event will Seller be liable for damages if construction cannot begin on the scheduled date.
11. If Purchaser or any contractor under the control of Purchase causes a delay or stoppage of the Work, Seller will be entitled to recover the reasonable costs of such delay, including time Seller's workmen are forced to remain idle, and/or costs of demobilization and remobilization.
12. Payment terms are set forth on the Proposal. All invoices are due in full thirty (30) days from the date of receipt of the invoice. Unpaid invoices will accrue interest at the maximum rate allowable by law. In the event that any collection action is required to collect invoices, Purchaser shall pay the reasonable costs of collection, including attorney's fees.
13. Seller shall not be liable for any loss and/or damages incurred by Purchaser because of the Work, or the use of the equipment installed as part of the Work, except as otherwise expressly provided for in these terms and conditions. In all events, Seller's maximum liability shall be limited to the price actually paid by Purchaser. In no event shall Seller be liable to Purchaser or any third party for any lost profits, loss of use, reasonable costs of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages, however caused, and whether in contract, warranty, tort, or under any other theory of liability.
14. With respect to all engineering and design services (the "Engineering Services") provided by Seller, such services will be performed in accordance with soupractice and professional standards ordinarily exercised by members of the profession practicing at the same time in the same location. In the event of an error, omission or other professional negligence with respect to the Engineering Services, for a period of one (1) year from the substantial completion of the Work, such Engineering Services shall be reperformed by Seller.
15. With respect to all equipment and materials supplied under the Proposal and all installation work in connection therewith (the "Installation Services"), Seller warrants that the Installation Services are free from manufacturing defects for all materials manufactured by Seller. If any Installation Services are found to be defective within one (1) year from the substantial completion of the Work, Seller shall provide sufficient installation and/or material manufactured by Seller to correct the deficiency provided Purchaser notifies the seller in writing of such defect no later than one year from date of installation completion. For material manufactured by third parties, Seller shall assign to Purchaser all available warranties and shall assist Purchaser in the enforcement of such warranties. In no event does this warranty include deficiencies caused by normal wear and tear of materials and/or equipment or to damages caused by abnormal service conditions or the acts or omissions of Purchaser or any third party. Other than as set forth therein, there are no other warranties, whether statutory, expressed or implied. All other warranties are disclaimed, including, without limitation, the warranty of merchantability or fitness for a particular purpose.
16. Seller carries Worker's Compensation, General Liability, and Property insurance policies to provide coverage for its operations, property and employees while at Purchaser locations and performing services for Purchaser. Upon request of Purchaser, Purchaser shall be named as additional insured on such policies to the extent of Seller's contractual obligations under these terms and conditions.
17. No liability shall result from delay in performance of installation or from delay in shipment of materials because of events that result from a force majeure or any event beyond Seller's control, including without limitation Acts of God, fire, flood, labor strikes, or unavailability of materials or equipment. If any reasonable delay requested from Purchaser is not accepted, Purchaser may cancel that portion of the Work not completed, with charges for that portion completed to be prorated.
18. A demurrage charge may be added to the final invoice for materials not on the Seller's standard price list, or for specialty material items, or equipment. The demurrage charge will apply when delivery is postponed to a date beyond that originally agreed on between Purchaser and Seller.
19. Any product data furnished to Purchaser comprises the averaged results of data obtained under laboratory conditions and reasonable variations can be expected.
20. Purchaser and Seller will comply with all state, federal and local laws and statutes, ordinances, rules and regulations relating to the safety of Seller's employees and general work site.
21. The Proposal and these terms and conditions shall be governed by and construed in accordance with the laws of the state where the Work occurs, exclusive of the choice of law or conflict of law provisions thereof.
22. The Proposal and these terms and conditions constitute the entire agreement between Purchaser and Seller and shall not be amended except in writing signed by both parties. It supersedes all other agreements, negotiations, or understandings, verbal or written, with respect to said subject matter and shall prevail over any different or additional terms and conditions contained in any other document, and may be amended only as set forth above.

*Standard Terms and Conditions, Revised 10/10/2017*



April 1, 2025

**Attn: MICHAEL BALDWIN**

**JEA NORTH SIDE UNIT 1 SPRING 2025 OUTAGE**  
4377 HECKSCHER DR  
JACKSONVILLE, FL 32226

The Plibrico Company, LLC. is pleased to submit our Estimate as detailed below.

## **UNIT 1 COMBUSTOR GRID FLOOR RELINE**

### **SCOPE OF WORK**

- Existing Grid floor refractory to be removed by others.
- The floor must be clean, dry, and ready to cast by others.
- Set up pumps and run all the hardlines.
- Pump JEA specified castable onto grid floor approximately 16' wide by 83' in length 5 3/4" above the floor tube membrane.
- Pump continuously to create a monolithic lining.
- Apply curing compound within 1 hour of pumping.
- Estimated work duration (6 shifts).

**This project is based upon bid documents/drawings provided by JEA.**

**BUDGETARY ESTIMATE.**

### **GRID FLOOR REFRACTORY INSTALLATION.**

**TWO HUNDRED ELEVEN THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS...\$211,853.00**

## **UNIT 1 COMBUSTOR GRID FLOOR MASTIC INSTALLATION**

### **SCOPE OF WORK:**

- Apply a light coat of 500 NF mastic to all pipe sleeves from the floor tube membrane up approximately 6" before casting refractory in grid floor.
- Estimated work duration of four 10-hour shifts.

### **BUDGETARY ESTIMATE.**

**FOTY THOUSAND TWO HUNDRED SIX DOLLARS.... \$40,206.00**

## **UNIT 1 PLENUM CLEAN OUT**

### **SCOPE OF WORK:**

- Remove Refractory debris from the Plenum that was caused by the removal and replacement of the existing Standpipes in the Combustor to supplied dumpsters.
- Estimated work duration three 10-hour shifts.

### **BUDGETARY ESTIMATE FOR PLENUM CLEAN OUT**

**THIRTY- ONE THOUSAND NINE HUNDRED FIFTY-EIGHT DOLLARS.... \$31,958.00**

- 1. GRID FLOOR REFRACTORY INSTALLATION...\$211,853.00**
- 2. GRID FLOOR MASTIC INSTALLATION...\$40,206.00**
- 3. PLENUM CLEAN OUT ...\$31,958.00**

### **TOATAL BUDGETARY ESTIMATE FOR UNIT 1 GRID FLOOR RELINE.**

**TWO HUNDRED EIGHTY-FOUR THOUSAND SEVENTEEN DOLLARS....  
\$284,017.00**

Additional work beyond the scope referenced in this proposal will require written approval on buyer's or seller's change authorization form.

**Customer Responsibilities:**

- Provide dry area for materials and equipment within close proximity to the work area.
- Utilities and potable water
- Unloading and material handling if delivery prior to construction mobilization
- Sandblasting, welding, and/or steel repairs except as noted in our scope.
- Bake out of refractories.
- No steelwork is included.
- Supply container and disposal of waste generated by this project. Trash dumpster to be located within close proximity to our job site unit.

**Work Schedule:**

This proposal is based upon working, 5 days a week, 10 hours per day, single shift.

**Terms:**

Payment terms are NET 30 days subject to credit approval. The price does not include state/local taxes, if applicable.

This Proposal is made subject to the terms and conditions included as an attachment to this document.

As a result of market volatility and its impact on price and supplied material availability, any materials included within this proposal should be considered estimates. Once an order has been received, the estimate will be updated to actual costs for your review and approval.

If your organization requires a purchase order to begin work, please send the purchase order, referencing and incorporating this proposal, with this signed proposal to me.

Please note, in response to increases in cyber-attacks, should you receive any communications regarding changes in Plibrico payment details, before taking any action, please confirm requested changes with your established Plibrico contacts, using previously used contact information.

Should you have any questions, please feel free to contact me at the phone number listed or send an email at the address above. Thank you for your time and consideration and we look forward to the opportunity to work with you on this project.



Sincerely,

*Todd Grimes*

Project Manager  
863 738-6502

Attachments: Terms and Conditions

**PLIBRICO COMPANY, LLC**  
**REFRACTORY INSTALLATION SALES TERMS AND CONDITIONS**

1. The attached quotation (the "Proposal") for the services and installation (the "Work") is submitted for acceptance within 30 days and for installation beginning within six months of the quotation date. Acceptance is expressly limited to the terms of the quotation and to the conditions contained herein. In the event that Purchaser issues a purchase order or contract for the Work, these terms and conditions shall be incorporated into such purchase order or contract for all purposes, provided, however, that to the extent any term of these terms and conditions modifies or conflicts with any provision of such purchase order or contract, these terms and conditions shall control.
2. Shipping, Freight, Insurance, Federal, State or Local taxes are not included in the attached quotation and, if applicable they will be added to the purchase price.
3. The Proposal includes free inspection of the refractory work installed for a period of one year after completion, said inspections to be performed periodically or as required by purchaser.
4. Once a purchase order is placed, the Work may not be cancelled and a cancellation charge may be applied in the event of cancellation. Changes, alterations and additions to the Work will not be provided unless authorized in writing by an individual identified by Purchaser as authorized to approve additional Work.
5. Unless otherwise specified, this Proposal does not include unloading materials and equipment delivered in advance of and in preparation for commencement of the Work. Purchaser will unload such materials and equipment at a point adjacent to the job site or pay unloading charges.
6. Upon delivery, Purchaser will store all materials and equipment in a dry, safe place to protect them from rain and dampness. Upon delivery during cold weather, Purchaser will store the materials and equipment in a warm place to prevent freezing.
7. Where the installation must be performed under adverse weather conditions, Purchaser will furnish at his own expense such temporary heat shelter and wind breaks as are necessary to enable Seller or any subcontractor to perform the Work in a normal manner, or Seller shall furnish same at Purchaser's expense, and an extra charge will be made to compensate Seller for any loss due to reduced working efficiency.
8. The Work does not include removal of old material to a dump on the premises adjacent to the Work or hauling from the premises unless otherwise specified in the Proposal. Under no circumstances will Seller tear out or remove hazardous materials, including, without limitation, asbestos or chrome based refractories. It is be the sole responsibility of the Purchaser to remove and dispose of all hazardous materials, in conformity to all federal, state and local laws and regulations, prior to commencement of the Work.
9. Where tear out or removal of old refractory lining is included in the Proposal, Seller will endeavor to confine the tear out to the dimensions listed. Seller cannot assume responsibility for collapse of additional refractory. Any work required or material furnished in addition to that included in the Proposal will be charged at a rate or price no higher than that applying to the rest of the work. Seller will not be responsible for damage or repairs required for damage of process or boiler tubes which occurs during tear out of refractory.
10. Seller will accommodate the reasonable construction schedule of Purchaser, but in no event will Seller be liable for damages if construction cannot begin on the scheduled date.
11. If Purchaser or any contractor under the control of Purchase causes a delay or stoppage of the Work, Seller will be entitled to recover the reasonable costs of such delay, including time Seller's workmen are forced to remain idle, and/or costs of demobilization and remobilization.
12. Payment terms are set forth on the Proposal. All invoices are due in full thirty (30) days from the date of receipt of the invoice. Unpaid invoices will accrue interest at the maximum rate allowable by law. In the event that any collection action is required to collect invoices, Purchaser shall pay the reasonable costs of collection, including attorney's fees.
13. Seller shall not be liable for any loss and/or damages incurred by Purchaser because of the Work, or the use of the equipment installed as part of the Work, except as otherwise expressly provided for in these terms and conditions. In all events, Seller's maximum liability shall be limited to the price actually paid by Purchaser. In no event shall Seller be liable to Purchaser or any third party for any lost profits, loss of use, reasonable costs of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages, however caused, and whether in contract, warranty, tort, or under any other theory of liability.
14. With respect to all engineering and design services (the "Engineering Services") provided by Seller, such services will be performed in accordance with soupractice and professional standards ordinarily exercised by members of the profession practicing at the same time in the same location. In the event of an error, omission or other professional negligence with respect to the Engineering Services, for a period of one (1) year from the substantial completion of the Work, such Engineering Services shall be reperformed by Seller.
15. With respect to all equipment and materials supplied under the Proposal and all installation work in connection therewith (the "Installation Services"), Seller warrants that the Installation Services are free from manufacturing defects for all materials manufactured by Seller. If any Installation Services are found to be defective within one (1) year from the substantial completion of the Work, Seller shall provide sufficient installation and/or material manufactured by Seller

Plibrico Company, LLC · 1401 Chamber Drive · Bartow, FL 33830

www.plibrico.com · Tgrimes@plibrico.com · 863-738-6509

to correct the deficiency provided Purchaser notifies the seller in writing of such defect no later than one year from date of installation completion. For material manufactured by third parties, Seller shall assign to Purchaser all available warranties and shall assist Purchaser in the enforcement of such warranties. In no event does this warranty include deficiencies caused by normal wear and tear of materials and/or equipment or to damages caused by abnormal service conditions or the acts or omissions of Purchaser or any third party. Other than as set forth therein, there are no other warranties, whether statutory, expressed or implied. All other warranties are disclaimed, including, without limitation, the warranty of merchantability or fitness for a particular purpose.

16. Seller carries Worker's Compensation, General Liability, and Property insurance policies to provide coverage for its operations, property and employees while at Purchaser locations and performing services for Purchaser. Upon request of Purchaser, Purchaser shall be named as additional insured on such policies to the extent of Seller's contractual obligations under these terms and conditions.
17. No liability shall result from delay in performance of installation or from delay in shipment of materials because of events that result from a force majeure or any event beyond Seller's control, including without limitation Acts of God, fire, flood, labor strikes, or unavailability of materials or equipment. If any reasonable delay requested from Purchaser is not accepted, Purchaser may cancel that portion of the Work not completed, with charges for that portion completed to be prorated.
18. A demurrage charge may be added to the final invoice for materials not on the Seller's standard price list, or for specialty material items, or equipment. The demurrage charge will apply when delivery is postponed to a date beyond that originally agreed on between Purchaser and Seller.
19. Any product data furnished to Purchaser comprises the averaged results of data obtained under laboratory conditions and reasonable variations can be expected.
20. Purchaser and Seller will comply with all state, federal and local laws and statutes, ordinances, rules and regulations relating to the safety of Seller's employees and general work site.
21. The Proposal and these terms and conditions shall be governed by and construed in accordance with the laws of the state where the Work occurs, exclusive of the choice of law or conflict of law provisions thereof.
22. The Proposal and these terms and conditions constitute the entire agreement between Purchaser and Seller and shall not be amended except in writing signed by both parties. It supersedes all other agreements, negotiations, or understandings, verbal or written, with respect to said subject matter and shall prevail over any different or additional terms and conditions contained in any other document, and may be amended only as set forth above.

*Standard Terms and Conditions, Revised 10/10/2017*

## ***Certification of Single Source or Emergency Procurement***

Please use this form to certify a Single Source or Emergency Procurement complies with the requirements of the JEA Procurement Code. The JEA Procurement Code defines a Single Source and Emergency Procurement as follows:

### **3-112 Single Source**

A Contract may be awarded for Supplies or Services as a Single Source when, pursuant to the Operational Procedures, the Chief Procurement Officer determines that:

- (a) there is only one justifiable source for the required Supplies or Services; **Note: Please provide justification.**
- (b) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors; **Note: If this is a Single Source Standard or OEM, please provide proper backup documentation.**
- (c) the Services are a follow-up of Services that may only be done efficiently and effectively by the Vendor that rendered the initial Services to JEA, provided the Procurement of the initial Services was competitive;
- (d) at the conclusion of a Pilot Project under Section 3-118 of this Code, the Procurement of Supplies or Services tested during the Pilot Project, provided the Vendor was competitively selected for the Pilot Project.

### **3-113 Emergency Procurements**

In the event of an Emergency, the Chief Procurement Officer may make or authorize an Emergency Procurement, provided that Emergency Procurements shall be made with as much competition as practicable under the circumstances. A written Determination of the basis for the Emergency and for the selection of the particular Vendor shall be included in the Procurement file.

For purposes of this Section 3-113, an "Emergency" means any one of the following:

- (a) a reasonably unforeseen breakdown in machinery;
- (b) an interruption in the delivery of an essential governmental service or the development of a circumstance causing a threatened curtailment, diminution, or termination of an essential service;
- (c) the development of a dangerous condition causing an immediate danger to the public health, safety, or welfare or other substantial loss to JEA;
- (d) an immediate danger of loss of public or private property;
- (e) the opportunity to secure significant financial gain, to avoid delays to any Governmental Entity or avoid significant financial loss through immediate or timely action; or (f) a valid public emergency certified by the Chief Executive Officer.

### **Please provide the following information:**

#### **Vendor Name:**

Hach Company

#### **Description of Services or Supplies provided by Vendor:**

Hach Company is a W/WW Standards approved vendor providing chemistry controllers, analyzers, instrumentation and testing equipment and supplies. The W/WW Standard for Hach is attached as backup. The Hach products are compatible only with the currently installed Hach systems and are not compatible with any other manufacture's products. JEA would incur significant cost to retrofit the numerous systems that support Hach equipment.

**Certification:**

I the undersigned certify that to the best of my knowledge, no JEA employee has, either directly or indirectly, a financial interest in this Single Source Emergency Procurement, and

I the undersigned certify that this procurement meets the requirements of a (choose one of the following):

☒ **Single Source Procurement.** Please state which subsection of Section 3-112 above applies to this Single Source Procurement: 3-112 (b)

Is this Single Source also a Ratification? ☐ Yes ☒ No If yes, explain

OR

☐ **Emergency Procurement** - Please state which subsection of Section 3-113 above applies to this Emergency

Is this Emergency also a Ratification? ☐ Yes ☒ No If yes, explain

Robert Zammataro

Digitally signed by Robert Zammataro  
Date: 2025.06.03 09:31:29-04'00'

06/03/2025

**Signature of JEA Business Unit Chief (or designee)**

Robert Zammataro, Chief Water Systems Officer  
**Name of JEA Business Unit Chief (or designee)**

**This certification shall be attached to the Purchase Order when it is routed for approval. A Single Source or Emergency Procurement shall be reported to the JEA Board in accordance with Section 1-110 of the JEA Procurement Code.**



**APPROVED MANUFACTURERS**

Hach

Wallce & Tieman

Cerlic

Rosemount

ISCO

Sigma

Endress Hauser

Krohne

Kurz

Fluid Components International

Milltronics

GP:50

Red Valve



# JEA Water and Wastewater Standards

## ANALYZERS

TYPE	MANUFACTURER	MODEL #
Nitrate/Nitrite Analyzers	Hach	Analyzer 557
Ammonia Analyzers	Hach	Analyzer 517
Chlorine Analyzer	Hach	Hach CL17
Chlorine Analyzer	Wallace & Tiernan	Depolox
Phosphate Analyzer	Hach	Hach Phosphax
Chlorine Analyzer (colorimetric)	Hach	CL17 series (total or free)
Chlorine Analyzer (amperametric)	Hach	CL10 series (total or free)
Phosphate Analyzer Sampler	Hach	PHOSPHAX SC
Turbidity/TSS Analyzer	Solitax	TSS Sensor
Turbidity/TSS Analyzer	Hach	Highline sc SS wiper w/sc 200

**CONTROLLERS**

TYPE	MANUFACTURER	MODEL #
Controller sc200	Hach	2 Inputs and Profibus
Controller sc1000	Hach	4 inputs and Profibus DP
Nitrate/Nitrite Controller	Hach	HACH Amtax SC1000
Ammonia Analyzers Controller	Hach	HACH Amtax SC1000
UV Transmittance Controller	Hach	SC 100 Item
Suspended Solids Controller	Cerlic	BB2 Control Box





## JEA Water and Wastewater Standards

### PROBES

TYPE	MANUFACTURER	MODEL #
Ammonia Probe	Hach	Hach NH4D Ammonia Sensor
DO Probes	Hach	LDO Probe
DO Probes Controller	Hach	SC 100
pH Probes	Hach	pHD sc, Differential pH Digital Sensor
pH Probes	Rosemount	Solucomp II Analyzer
Sludge Level Probe	Hach	Sonatax sc Probe

**SAMPLERS**

TYPE	MANUFACTURER	MODEL #
Refrigerated Sampler	ISCO	6712FR
Refrigerated Sampler	ISCO	5800
Refrigerated Sampler	Sigma	
Sample Conditioning Filter System	Hach	Filtra
Ammonia Analyzer Sampler	Hach	AMTAX SC
Samplers	Hach	AS950 series



# JEA Water and Wastewater Standards

## SENSORS

TYPE	MANUFACTURER	MODEL #
TSS Sensor	Cerlic	ITX Suspended Solids
TSS Sensor	Hach	Hach
MLSS Sensor	Hach	Hach Solitax Solids Analyzer
Turbidity Sensor	Hach	Hach Solitax Turbidity/TSS
Nitrate/Nitrite Sensor	Hach	NITRATAX Plus SC
Ammonia Sensor	Hach	AISE sc Ammonium probe with RFID Technology
Dissolved Oxygen Sensor/Probe	Hach	LDO Model 2
Differential pH Sensor	Hach	pHD SC
UV Absorb/Trans Sensor	Hach	UVAS Plus SC Suspended Solids/Turbidity Sensor Hach
Suspended Solids/Turbidity Sensor	Hach	SOLITAX SC
Conductivity Sensor	Hach	3700 Inductive Conductivity Sensor
ORP Sensor	Hach	ORP Differential Sensor
Suspended Solids Sensor	Cerlic	LC sensor
UV Transmittance	Hach	UVAS sc sensor
pH Sensor	Rosemount	Solucomp II Analyzer
Pressure	Red Valve	series 48

Part #	2025 Quantities (YTD)	2025 Price	2026 Price	Comparison
BSPPLUS2100Q	2	\$430.17	\$442.51	2.87%
BSPPLUSDR3900	3	\$903.11	\$919.56	1.82%
BSPPLUSDR6000	6	\$1,458.29	\$1,484.61	1.80%
BSPPLUSHQD	1	\$425.23	\$441.68	3.87%
BSPPLUSSONATAXSC	8	\$715.58	\$736.14	2.87%
FSPAIRBLAST	5	\$931.07	\$957.39	2.83%
FSPAISE	19	\$3,532.64	\$3,632.16	2.82%
FSPAMTAXSC	18	\$2,669.84	\$2,744.69	2.80%
FSPAN-ISE	4	\$3,532.64	\$3,632.16	2.82%
FSPAS950 CONTROLLER ONLY			\$782.20	
FSPFILTRAX	22	\$3,471.77	\$3,569.65	2.82%
FSPFP360	1	\$4,496.61	\$4,667.69	3.80%
FSP LDO2	52	\$389.04	\$396.45	1.90%
FSPNITRATAX	43	\$1,353.01	\$1,578.38	16.66%
FSPNT3X00			\$1,338.21	
FSPPHOSPHAXSC	5	\$2,651.74	\$2,726.59	2.82%
<b>FSPREFRIGERATION AWRS ONLY 1 VST</b>			\$414.54	
FSPSC1000	21	\$349.56	\$356.15	1.89%
FSPSC200 (obsolete item)		n/a	\$269.78	
FSPSC4500	13	\$278.83	\$284.59	2.07%
FSPSOLITAX	34	\$1,190.98	\$1,224.71	2.83%
FSPTU53XX - 1 VISIT	2	\$602.07	\$613.59	1.91%
FSPTUACM	1	\$214.67	\$218.79	1.92%
FSPUVASPRB	17	\$1,359.59	\$1,398.25	2.84%
PMP-GLPHORP-1V	2	\$289.52	\$295.28	1.99%
WRTUPGEZ1000-4_VST			\$3,637.10	
WRTUPGEZ9000			\$1,245.27	
Sum % Change				3.24%



## Quotation

**Quote Number: 101092596v2**

Use quote number at time of order to ensure that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: [quotes@hach.com](mailto:quotes@hach.com)  
Website: [www.hach.com](http://www.hach.com)

Quote Date: 09/10/24

Quote Expiration: 11/09/24

JEA  
ACCOUNTS PAYABLE  
PO BOX 4910  
JACKSONVILLE, FL 32201-4910

Name: Fred Greiner  
Phone: (386) 569-8384  
Email: [greifj@jea.com](mailto:greifj@jea.com)

Customer Account Number : 220616

Sales Contact: Craig Zangerle Email: [czangerl@hach.com](mailto:czangerl@hach.com) Phone: 904-325-3174

### PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
<b>6 MONTHS</b>					
1	FSPCL17SC	Field Service Partnership provides full coverage, including parts, labor, and travel for two preventative maintenance visits per year and on-site repairs with priority status.	2	394.09	788.18
2	FSPK1100	Fld Svc-K1100/K1200 Sensor (2 visit)	2	585.01	1,170.02
3	PMP-410-510-4V	PMP 410-510-511-512 4V (FRV1)	2	1,277.34	2,554.68
4	FSPSC4500	Field Service Partnership provides full coverage, including parts, labor, and travel for one preventative maintenance visit per year and on-site repairs with priority status.	21	111.58	2,343.18
5	FSPTU53XX - 4 VISIT	Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements. Cleaning Module Accessory is not covered under this offering.	6	365.39	2,192.34

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
6	PMP-GLPHORP-2V	PMP-GLI pH ORP PROBE 2V-(FRV 1)	16	578.22	9,251.52
		THE QUOTED PRICE IS FOR 6 MONTHS. THE PRICE WILL BE ADJUSTED IF THE TERM LENGTH IS ADJUSTED.			
				Subtotal	\$ 18,299.92
				Grand Total	\$ 18,299.92

## NOTES

Hach Service Partnerships are paid upfront. Invoices are due and payable NET 30 DAYS from date of activation per our Hach Terms and Conditions.

**ALL CUSTOMER PURCHASE ORDERS MUST REFERENCE HACH QUOTE NUMBERS TO ENSURE TIMELY AND ACCURATE PROCESSING.**

## FEATURES AND BENEFITS

### FIELD SERVICE:

A Field Service Partnership (FSP) will cover instrument calibration and certification (including a Certificate of Instrument Performance), factory-recommended maintenance, on-site priority repair (including travel, parts, and labor), software upgrades, and priority technical support for instruments listed under the service offering after it passes evaluation. Acts of abuse/God/Nature are not covered under the agreement.

### PREVENTATIVE MAINTENANCE:

A Preventative Maintenance Partnership (PMP) will cover the onsite maintenance/verification of instrument performance, Reporting/Certificate of Performance, and basic end-user training for instruments listed under that service offering but **does not cover any repairs**.

This service includes the number of on-site visits listed on the quote for each offering.

Acts of abuse/God/Nature are not covered under Service Partnership.

## TERMS OF SALE

**Freight:** Prepaid By Shipper - Agreement

**FCA:** Hach's facility

**ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.**

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

### ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
  - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status

• Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.  
Shipments will be prepaid and added to invoices unless otherwise specified.  
Equipment quoted operates with standard U.S. supply voltage.  
Hach standard terms and conditions apply to all sales.  
Additional terms and conditions apply to orders for service partnerships.  
Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.  
This Quote is good for a one time purchase  
Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

Sales Contact:

Name: Craig Zangerle  
Title: Regional Sales Manager  
Phone: 904-325-3174  
Email: czangerl@hach.com





Quotation Addendum

**HACH COMPANY****Headquarters**

P.O. Box 389  
5600 Lindbergh Drive  
Loveland, CO 80539-0389

**Purchase Orders**

P.O. Box 608  
Loveland, CO 80539-0608

WebSite: [www.hach.com](http://www.hach.com)**U.S.A.**

Phone: 800-227-4224  
Fax: 970-669-2932  
E-Mail: [orders@hach.com](mailto:orders@hach.com)  
[quotes@hach.com](mailto:quotes@hach.com)  
[techhelp@hach.com](mailto:techhelp@hach.com)

**Export**

Phone: 970-669-3050  
Fax: 970-461-3939  
Email: [intl@hach.com](mailto:intl@hach.com)


**Remittance**

2207 Collections Center Drive  
Chicago, IL 60693

**Wire Transfers**

Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 071000039

**ADVANTAGES OF WORKING WITH HACH**

 <b>Hach Service</b>	<b>Pick&amp;Ship™</b>	<b>Technical Support</b>
<i>Protect your investment &amp; peace of mind</i> <ul style="list-style-type: none"> <li>✓ A global partner who understands your needs</li> <li>✓ Delivers timely, high-quality service you can trust</li> <li>✓ Provides team of unique experts to help you maximize instrument uptime</li> <li>✓ Ensure data integrity</li> <li>✓ Maintain operational stability</li> <li>✓ Reduce compliance risk</li> </ul> <p><a href="http://www.hach.com/service-contracts">www.hach.com/service-contracts</a></p>	<i>Pick&amp;Ship™ Program offers a better way to keep your supplies in stock</i> <ul style="list-style-type: none"> <li>✓ <b>Convenience</b> of one purchase order for the entire year</li> <li>✓ <b>Flexibility</b> to change, cancel or create new orders</li> <li>✓ <b>Savings</b> from locking in prices &amp; thus avoiding price surges and rush charges</li> <li>✓ <b>Peace of mind</b> with automatic, reliable shipments just as you need them</li> </ul> <p><a href="http://www.Hach.com/pickandship">www.Hach.com/pickandship</a></p>	<i>Provides post-sale instrumentation and application support</i> <ul style="list-style-type: none"> <li>✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.</li> <li>✓ Available via phone, e-mail, or live online chat at Hach.com!</li> <li>✓ Fast access to answers at <a href="https://support.hach.com">https://support.hach.com</a></li> <li>✓ Toll-free phone: 800-227-4224</li> <li>✓ E-mail: <a href="mailto:techhelp@hach.com">techhelp@hach.com</a></li> </ul> <p><a href="http://www.Hach.com">www.Hach.com</a></p>

**ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING**

<b>Safe &amp; Fast Delivery</b>	<b>Save Time – Less Hassle</b>	<b>Save Money</b>
<ul style="list-style-type: none"> <li>✓ Receive tracking numbers on your order acknowledgement</li> <li>✓ Hach will assist with claims if an order is lost or damaged in shipment</li> </ul>	<ul style="list-style-type: none"> <li>✓ No need to set up deliveries for orders or to schedule pickup</li> <li>✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.</li> </ul>	<ul style="list-style-type: none"> <li>✓ No additional invoice to process – save on time and administrative costs</li> <li>✓ Only pay shipping once, even if multiple shipments are required</li> </ul>

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES <sup>1, 2, 3, 4</sup> Pricing Effective 7/13/2024						Collect <sup>4</sup>
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 7/13/2024
\$0.00 - \$49.99	\$10.75	\$26.89	\$50.14	\$43.15	\$82.02	\$8.00
\$50.00 - \$149.99	\$12.90	\$38.02	\$71.75	\$54.52	\$103.65	\$8.00
\$150.00 - \$349.99	\$15.05	\$40.15	\$81.79	\$55.37	\$106.26	\$8.00
\$350.00 - \$649.99	\$17.20	\$44.98	\$89.44	\$56.22	\$108.87	\$8.00
\$650.00 - \$949.99	\$17.20	\$54.49	\$112.39	\$66.20	\$128.13	\$8.00
\$950.00 - \$1,999.99	\$30.10	\$64.01	\$135.34	\$76.17	\$147.38	\$8.00
\$2,000.00 - \$3,999.99	\$30.10	\$79.14	\$165.12	\$91.12	\$176.99	\$8.00
\$4,000.00 - \$5,999.99	\$53.75	\$94.27	\$194.90	\$106.06	\$206.59	\$8.00
\$6,000.00 - \$7,999.99	\$64.50	\$108.99	\$225.36	\$118.80	\$229.04	\$8.00
\$8,000.00 - \$9,999.99	\$96.75	\$162.82	\$318.16	\$174.21	\$330.40	\$8.00
Over \$10,000	1.0% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	\$8.00

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
  - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
  - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
  - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

**SALES TAX**

Sales Tax is not included in the attached quotation. Applicable sales and usagetaxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.



## Quotation

**Quote Number: 101097282v1**

Use quote number at time of order to ensure that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: [quotes@hach.com](mailto:quotes@hach.com)  
Website: [www.hach.com](http://www.hach.com)

Quote Date: 09/23/24

Quote Expiration: 11/22/24

JEA  
ACCOUNTS PAYABLE  
PO BOX 4910  
JACKSONVILLE, FL 32201-4910

Name: Fred Greiner  
Phone: (386) 569-8384  
Email: [greiff@jea.com](mailto:greiff@jea.com)

Customer Account Number : 220616  
Customer Quote Reference: The Hach Plus Program

Sales Contact: Craig Zangerle Email: [czangerl@hach.com](mailto:czangerl@hach.com) Phone: 904-325-3174

### PRICING QUOTATION

Line	Part Number	Description	Qty	Extended Price
<b>The Plus Program Contract - 6 Months</b>				
1	TPP2A-CL17	The Plus Program CL17 sc Claros Connected	17	10,723.60
2	TPPB-MISC	PN: 9790300- ULTRA LOW RANGE CL17sc, PRESS.REG INSTALL KIT The Plus Program Instrument Non-Connected	1	1,326.13
3	TPPB-MISC	PN: 5500.AMC.3.KTO - KTO 5500sc Ammonia Monochloramine, 1 Chan, Ex Filt The Plus Program Instrument Non-Connected	1	6,520.00
4	TPP2A-AMTAX1CH	The Plus Program Amtax sc 1 Channel Claros Connected	8	34,120.16
5	TPP4B-FILTRAX	The Plus Program Filtrax Non-Connected	8	16,503.36
6	TPPB-MISC	PN: ASA.CXX2X21XX - AS950 AWR5,115V W/HTR, 2.5GAL POLY; The Plus Program Instrument Non-Connected	1	2,457.80
7	TPPB-MISC	PN: B7AAAA052AAQAA2 - B7000I 0-10,000PPM TOC 115v 1 CH+MODBUS TCP/IP; The Plus Program Instrument Non-Connected	6	83,877.42
8	TPP2A-3700	The Plus Program 3700sc Claros Connected	8	4,240.80
9	TPP2A-PHD	The Plus Program pHd Claros Connected	17	8,268.80



Line	Part Number	Description	Qty	Extended Price
10	TPPB-MISC	PN: EZ5001.99001102 - EZ5001, total+free alkalinity standard range, 1 str, 1 mA; The Plus Program Instrument Non-Connected	1	10,108.93
11	TPPB-MISC	PN: K1100-KTO-W-IMP - KTO: K1100, 410 WALL, 1/4" FLOW CH.; The Plus Program Instrument Non-Connected	1	2,967.28
12	TPP1A-SC1000D2	The Plus Program SC1000 Display Module Claros Connected	15	15,660.75
13	TPP1A-SC1000P3	The Plus Program SC1000 Probe Module Claros Connected	7	5,243.49
14	TPP1A-SC1000P2	The Plus Program SC1000 Probe Module Claros Connected	8	4,499.20
15	TPP2A-UVAS	The Plus Program UVAS sc Claros Connected includes instrument, reagents, hardware, Mobile Sensor Management software, Remote Instrument Support, and two on site visits annually for calibrations and factory recommended maintenance (including required parts). The first on-site visit is a start-up. All parts, labor, and travel for on-site repairs included. Minimum of three year initial contract length.	2	10,494.64
16	TPP4A-TU5400	The Plus Program TU5400sc Claros Connected	8	16,001.76
17	TPP4A-TU5300	The Plus Program TU5300sc Claros Connected	5	5,291.50
18	TPP2A-NT3100	The Plus Program NT3100sc Claros Connected	3	8,408.91
19	TPPB-MISC	PN: EZ1016.9900110T - EZ1016sc Hardness Colorimetric Analyzer, 1 str, 1mA; The Plus Program Instrument Non-Connected	1	6,052.78
The Plus Program Contract - 6 Months			\$	252,767.31
<b>Instruments &amp; Hardware</b>				
20	8572900	CL17sc Colorimetric Chlorine Analyzer with Pressure Regulator Installation Kit and Reagents for Free Chlorine	8	0.00
21	8573000	CL17sc Colorimetric Chlorine Analyzer with Pressure Regulator Installation Kit and Reagents for Total Chlorine	9	0.00
22	9790300	Ultra Low Range CL17sc Colorimetric Chlorine Analyzer with Pressure Regulator Installation Kit. Standard lead time 10 days.	1	0.00
23	5500.AMC.3.KTO	5500sc Ammonia Monochloramine Analyzer, 1 Channel with External Filter	1	0.00
24	6157400	Amtax sc Ammonium Analyzer, Outdoor, 0.05-20.0mg/L NH <sub>4</sub> -N, One Channel Continuous Sample, 115-230 VAC. Standard lead time 0 days.	6	0.00
25	5739000	Filtrax sample filtration system, 10 m heated hose, 115 Vac. Standard lead time 0 days.	8	0.00
26	6157500	Amtax sc Ammonium Analyzer, Outdoor, 0.05-20.0mg/L NH <sub>4</sub> -N, Two Channel Continuous Sample, 115-230 VAC. Standard lead time 0 days.	2	0.00
27	ASA.CXXX2X21XX	AS950 All Weather Refrigerated Sampler, 115 V, NC, with heater, 1 - 10 L Bottle. Standard lead time 10 days.	1	0.00
28	9494600	I/O Module, IO9004. Standard lead time 10 days.	1	0.00
29	B7AAA0052AAQAA2	Hach BioTector B7000i Online TOC Analyzer, 0 - 10,000 mg/L C, 1 stream, 115 V AC. Standard lead time 37 days.	6	0.00
30	D3727E2T	Digital Convertible Mounting Style Inductive (Electrodeless) Conductivity Sensor with Peek Body Material. LOQ lead time 90 days.	8	0.00
31	DPD1P1	pHD sc: Digital pH sensor with glass differential electrode, sc compatibility, PEEK®, Convertible Mount. Standard lead time 3 days.	13	0.00
32	DRD1P5	Hach Online Process ORP Sensor - General Purpose Digital ORP Sensor. Standard lead time 3 days.	4	0.00
33	EZ5001.99001102	dd dd EZ5001, total+free alkalinity standard range, 1 str, 1 mA. Standard lead time 30 days.	1	0.00
34	K1100-KTO-W-IMP	Orbisphere K1100 LDO Sensor Kit, 0-2000 ppb, 410 controller, ¼" flow chamber, wall mount	1	0.00
35	K1100-L	Low level spare optical spot (0-2 ppm) for K1100 sensors. Standard lead time 3 days.	1	0.00
36	LXV402.99.10002	SC1000 Multi-Parameter Universal Controller Display Module with Modbus TCP/IP. LOQ lead time 15 days.	15	0.00
37	LXV400.99.1B572	SC1000 Probe Module, 4 Sensor Connectors, 4 mA Output, 4 mA/digital Input, Modbus 485, 4 Relays, 100-240 VAC with Conduits. Standard lead time 23 days.	5	0.00
38	LXV400.99.1H082	SC1000 Probe Module, 6 Sensor Connectors, Prognosys, Modbus 485, 100-240 VAC with Conduits. Standard lead time 23 days.	2	0.00
39	LXV400.99.1R572	SC1000 Probe Module, 4 Sensor Connectors, 4 mA Output, 4 mA/digital Input, 4 Relays, 100-240 VAC with Conduits. Standard lead time 23 days.	7	0.00
40	LXV400.99.1R582	SC1000 Probe Module, 6 Sensor Connectors, 4 mA Output, 4 mA/digital Input, 4 Relays, 100-240 VAC with Conduits. Standard lead time 16 days.	1	0.00
41	LXV418.99.50002	UVAS plus sc UV Sensor, 5 mm path length, with automatic cleaning. Standard lead time 23 days.	2	0.00

Line	Part Number	Description	Qty	Extended Price
42	LXV445.99.53212	TU5 Series® TU5400sc Ultra-High Precision Low Range Laser Turbidimeter, Flow Sensor, Automatic Cleaning, RFID, System Check, EPA. Standard lead time 10 days.	8	0.00
43	LZY907.97.00002	Maintenance Kit for TU5300sc and TU5400sc Laser Turbidimeter, with RFID Sealed Vials. Standard lead time 3 days.	1	0.00
44	LXV445.99.53112	TU5 Series® TU5300sc Low Range Laser Turbidimeter with Flow Sensor, Automatic Cleaning, RFID, and System Check, EPA Version. Standard lead time 10 days.	5	0.00
45	LXV448.99.51001	db ee NT3100sc UV Nitrate Sensor, 5 mm path length. Standard lead time 24 days.	3	0.00
46	EZ1016.9900110T	EZ1016sc Hardness Analyzer, 1 stream, 1 mA. Standard lead time 22 days.	1	0.00
<b>Service &amp; Software</b>				
47	FSPULRCL17	6 Month - Field Service Partnership provides full coverage, including parts, labor, and travel for two preventative maintenance visits per year and on-site repairs with priority status.	2	0.00
48	FSP5500SC AMC	6 Month - Field Service includes: All parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates.	2	0.00
49	FSPAS950 CONTROLLER ONLY ®	6 Month - Field Service includes: All parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements. Coverage does NOT include refrigerator. For coverage on the AWRS only, please use p/n: FSPREFRIGERATION AWRS ONLY 1 VST	2	0.00
50	FSPREFRIGERATION AWRS ONLY 1 VST	6 Month - Field Service will be performed by an approved contractor that is handled by Hach. The FSP includes: All parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), and unlimited technical support calls. Coverage applies to all refrigerated samplers and does NOT include sampler controllers.	3	0.00
51	FSPBIOTECTOR B7000I	6 Month - Service Agreement includes: All parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. If using a Hach BioTec	12	0.00
52	FSPEZ5000-4_VST	6 Month - Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	2	0.00
53	FSPK1100	6 Month - Fld Svc-K1100/K1200 Sensor (2 visit)	2	0.00
54	PMP-410-510-1V	6 Month - PMP 410-510-511-512 1V (FRV1)	2	0.00
55	FSPEZ1000-4_VST	6 Month - Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms a	2	0.00
<b>Pick &amp; Ship Consumables - 6 Months</b>				
56	2556900	Free Chlorine Reagent Set for chlorine analyzer CL17/CL17sc. Standard lead time 3 days.	48	0.00
57	8560400	CL17sc Tubing Kit (pre-assembled). Standard lead time 3 days.	9	0.00
58	2554300	Swabs, Cotton, Presterilized. Standard lead time 3 days.	9	0.00
59	244932	Sulfuric Acid Standard Solution, 5.25 N, 100 mL MDB. Standard lead time 3 days.	9	0.00
60	2557000	Total Chlorine Reagent Set for chlorine analyzer CL17/CL17sc. Standard lead time 3 days.	54	0.00
61	9791100	Ultra Low Range Total Chlorine Reagents Set, ULR CL17sc	6	0.00
62	25233000	5500sc Ammonia Monochloramine Analyzer Reagent Set	6	0.00
63	6182500	Electrolyte, 3 bottles and 3 membrane caps. Standard lead time 0 days.	8	0.00
64	2894452	Reagent (2500 mL) Amtax sc. Standard lead time 3 days.	16	0.00
65	2894246	Cleaning solution Amtax sc (250 mL). Standard lead time 3 days.	48	0.00

Line	Part Number	Description	Qty	Extended Price
66	2894154	1 mg/L NH <sub>4</sub> -N standard Solution, Amtax sc, 2000 mL. Standard lead time 3 days.	16	0.00
67	2894354	10 mg/L NH <sub>4</sub> -N standard Solution, Amtax sc, 2000 mL. Standard lead time 3 days.	16	0.00
68	25255061	BioTector B7000 Reagent 1.8 N Sulfuric Acid containing 80 mg/L Mn, 20 L. Standard lead time 3 days.	18	0.00
69	2985562	BioTector Base Reagent 1.2 N Sodium Hydroxide, 20 L. Standard lead time 3 days.	18	0.00
70	2283449	Buffer Solution, pH 4.01, Color-coded Red, 500 mL. Standard lead time 3 days.	52	0.00
71	2283549	Buffer Solution, pH 7.00, Color-coded Yellow, 500 mL. Standard lead time 3 days.	26	0.00
72	2283649	Buffer Solution, pH 10.01, Color-coded Blue, 500 mL. Standard lead time 3 days.	26	0.00
73	25M2A1001-115	ORP buffer solution, 200 mV, 500 mL. Standard lead time 3 days.	2	0.00
74	25M2A1002-115	ORP buffer solution, 600 mV, 500 mL. Standard lead time 3 days.	2	0.00
75	LZY835	Stabcal® Primary Standards Set with RFID (10 NTU, 20 NTU, 600 NTU), for TU5200, TU5300sc, and TU5400sc Laser Turbidimeters. Standard lead time 3 days.	1	0.00
76	LZZ006	Stabcal® Primary Standards Set without RFID (1 NTU, 10 NTU, 20 NTU), for TU5200, TU5300sc and TU5400sc. Standard lead time 3 days.	1	0.00
77	LZY910	Vial Compartment Wiper for TU5300sc and TU5400sc, pk/10. Standard lead time 3 days.	1	0.00
78	LZY915	Replacement Wiper for Mechanical Cleaning Unit, TU5300sc and TU5400sc. Standard lead time 3 days.	1	0.00
79	LZY945	Micro Fiber Cloth. Standard lead time 3 days.	1	0.00
80	LZY876	Desiccant Cartridge for TU5300sc and TU5400sc Laser Turbidimeter. Standard lead time 3 days.	1	0.00
81	LZY834	Replacement Vial for TU5300sc and TU5400sc Online Laser Turbidimeter. Standard lead time 3 days.	1	0.00
Grand Total			\$	252,767.31

## NOTES

The quote reflects 3-years of Plus Program pricing. The pricing will be locked for three years upon submission of a signed purchase agreement. Monthly, quarterly, bi-annual and annual invoicing options are available. After the 3rd year, you will have the option to renew the contract, buy out the equipment or cancel.

**Billing will begin 30 days after the complete hardware order ships.**

**Sales Contact:**

Name: Craig Zangerle  
Title: Regional Sales Manager  
Phone: 904-325-3174  
Email: czangerl@hach.com

**EXHIBIT B**

**Terms and Conditions**

**For Sale of Hach Products**

**&**

**Associated with The Plus Program**



HACH COMPANY | 5600 Lindbergh Drive | PO Box 389 | Loveland, Colorado 80539 | P 970.669.3050 | F 970.669.2932 | hach.com

## TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, or Romeoville, Illinois United States (Incoterms 2020). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at [www.hach.com](http://www.hach.com). Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [§120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies





## TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See [www.ethicspoint.veralto.com](http://www.ethicspoint.veralto.com) and [Integrity and Compliance - Veralto](http://www.integrityandcompliance-veralto.com) for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

Confidential - Company Proprietary



## TERMS AND CONDITIONS OF THE PLUS PROGRAM

### The Plus Program Partnership

1. **Acceptance.** These Terms and Conditions of the Plus Program ("Terms") supplement Company's offer regarding the Plus Program ("Offer") (these Terms, the Offer/proposal, its statements of works and any other documents provided by the Hach legal entity from which you are ordering ("Company") (see [www.hach.com](http://www.hach.com) for details specific to each Hach entity) in connection with The Plus Program purchased by Customer hereinafter referred to as "TPP Agreement"). According to these Terms Customer has asked Company to provide the instruments and equipment ("Equipment") as well as Services specified in TPP Agreement (as defined below) and then lease them to Company. These Terms establish the rights, obligations and remedies of Company and Customer which apply to any Offer by Company and any resulting order or contract for the sale of the Plus Program and will be binding and non-cancellable when we provide the Equipment and the initial term will begin on the date that the Equipment is delivered to Customer or any later date that we designate.

### 2. **Services and Equipment.**

(a) TPP Agreement is NON-CANCELLABLE FOR THE ENTIRE TERM. CUSTOMER UNDERSTANDS THAT COMPANY IS PROVIDING THE EQUIPMENT AND SERVICES BASED ON CUSTOMER'S UNCONDITIONAL ACCEPTANCE OF IT AND CUSTOMER'S PROMISE TO PAY COMPANY UNDER THE TERMS OF TPP AGREEMENT, WITHOUT SET-OFFS, EVEN IF THE EQUIPMENT IS NOT DELIVERED, DOES NOT WORK PROPERLY OR IS DAMAGED FOR ANY REASON, INCLUDING REASONS THAT ARE NOT CUSTOMER'S FAULT.

(b) All references to "Equipment" in TPP Agreement includes any Hach software that is included in the Offer.

(c) Customer hereby authorize Company to either insert or correct TPP Agreement number, serial numbers, models numbers, signature date, and your name.

(d) Company shall provide the maintenance services for the Equipment as well as repair services included in TPP Agreement. If any, for the Equipment if the Equipment fails to conform to Company's specifications, the CLAROS Services, if any, and any other services included in TPP Agreement ("Services").

(e) If Customer has ordered CLAROS Services, the particular terms and conditions for CLAROS Services (<https://www.hach.com/claros/terms>) will apply ("CLAROS Terms") and are incorporated herein by reference and made part of the TPP Agreement.

(f) The pricing in TPP Agreement is based on Company performing Services at the Customer site provided in TPP Agreement ("Customer Site"). If Customer relocates Equipment, Company may increase pricing if such relocation affects Company's cost of performing its obligations.

(g) Company shall provide Services either remotely (in case of CLAROS Services) or during Company's standard local business hours, which excludes weekends and Company holidays. Company will provide maintenance and repair Services on Customer's premises unless it is necessary to remove Equipment for Service to the Company's repair depot for maintenance.

(h) The following services are not included in TPP Agreement and Customer will be charged separately for any such service: (i) maintenance of Equipment if Customer's modification of Equipment has materially increased cost of maintenance; (ii) overhauling or rebuilding of Equipment; (iii) replacement of consumables not approved in writing by Company; and (iv) de-installation or reinstallation of Equipment or any part thereof at Customer's request. TPP Agreement does not cover repairs or maintenance resulting from:

(i) Customer misconduct, accident, neglect or misuse; (ii) failure of installation site to conform to Company's applicable specifications; (iii) failure or inadequacy of electric power, humidity or air control; (iv)

Customer's use of supplies and other consumables not approved by Company for use with Equipment; (v) Customer's failure to follow operating procedures provided by Company; (vi) service or maintenance performed by a third party or unauthorized representative of Company; (vii) Force Majeure; or (viii) Customers' breach of TPP Agreement.

(i) Company will lease the Equipment to Customer during the term of TPP Agreement. Title and all other rights to Equipment shall remain with Company or its affiliated company and Customer shall take no action that interferes with or impairs such rights. Customer will get the rights to use any software covered in the Offer, but title will remain with Company. Customer hereby authorizes Company to execute and file on Customer's behalf, and at Customer's cost, financing statement(s) to show Company's interest in the Equipment. Customer will pay when due, either directly or by reimbursing Company, all taxes and fees relating to the Equipment and TPP Agreement.

### 3. **Billing and Payment.**

(a) All payments must be made in the currency of the country the relevant Company legal entity the Customer is ordering from has its place of business ("Country of Order").

(b) Payment terms are 30 days net from date of Company's invoice, unless specified otherwise in TPP Agreement. Company shall issue invoices at commencement of each billing period (monthly/quarterly/annually) identified in TPP Agreement. Cash discounts are not applicable.

(c) Payments are not subject to setoff or recoupment for any present or future claim Customer may have.

(d) If Customer does not pay any sum by its due date, or Customer breaches any other term of TPP Agreement, then Customer will be in default of TPP Agreement. If Customer defaults, Company may require that Customer pays: 1) all past due amounts under TPP Agreement; and 2) all future amounts owed for the unexpired term and (3) require Customer to return the Equipment at Customer's expense within a reasonable time set by Company or alternatively reimburse Company for the recovery of the Equipment.

(e) Customer and Company both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Customer must verbally confirm any new or changed wire transfer instructions by calling Company at the appropriate number listed on the respective Company's internet website (see [www.hach.com](http://www.hach.com) for details specific to each Hach entity) and speaking with Company's Finance (Receivables) Department before transferring any monies using the new wire instructions. Both parties agree that they will not institute wire transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any wire transfer instruction changes before any outstanding payments are due using the new instructions. Customer's payment to any new account other than one that Company has verbally confirmed using the above procedure will not discharge Customer's payment obligation to Company.

4. **Customer's Obligations.** Customer shall: (i) install the Equipment according to Company's manuals (ii) verify, validate and calibrate Equipment as described in the Equipment's manuals and/or regulatory requirements (iii) use the Equipment for business purposes only and keep it in good working condition and exercise reasonable care in operation and normal maintenance of Equipment; (iv) operate Equipment within Company's specifications (including, without limitation, all environmental specifications); (v) not move Equipment from its initial location without our consent and maintain Equipment in conformance with Company's maintenance standards, which shall include following and performing Company's recommended customer care and cleaning program between calls of





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Company's service representative; (vi) properly maintain installation site and operating environment; and (vii) provide necessary utility services for use of Equipment in accordance with Company's specifications. In connection with Services provided by Company, Customer agrees to permit prompt access to Equipment. Customer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before Services are performed. Customer is the operator and in full control of its premises, including those areas where Company's employees or contractors are performing Services. Customer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of Services. Moreover, Customer will use only Company branded consumables with the Equipment; in the event of Customer's breach of the foregoing, Company will no longer be required to provide any Services pursuant to TPP Agreement.

**5. Limited Warranty.** Company warrants all of its Services in accordance with its warranty terms set out in the Offer. Customer leases the Equipment as is. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. No employee or agent of Company, other than an officer of Company by way of a signed writing, is authorized to make any warranty in addition to the foregoing. Customer's sole and exclusive remedy for breach of warranty shall be, in Company's sole discretion, repair or replacement, or refund if either of the foregoing is not possible.

**6. Remedies and Liability.**

(a) Without waiving any other rights or remedies available to it under applicable law or otherwise, Company may suspend provision of Services hereunder, until all past-due accounts of Customer are fully satisfied.

(b) Company's rights and remedies herein are in addition to, and not in lieu of, any other rights or remedies Company may have at law or in equity.

(c) EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, THIRD PARTY OR PUNITIVE DAMAGES OR DAMAGES FOR LOSS OF PROFITS, DATA OR USE OR FOR CORRUPT OR UNAVAILABLE CUSTOMER DATA OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES OR DAMAGES INCLUDING WITHOUT LIMITATION THOSE BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL, EQUITABLE OR STATUTORY CLAIM, CAUSE OF ACTION OR LEGAL THEORY. COMPANY WILL IN PARTICULAR NOT ASSUME ANY LIABILITY FOR ANY DAMAGES, CLAIMS, PENALTIES OR EXPENSES RESULTING FROM OR CONNECTION WITH (1) ANY FAILURE IN OR FOR OPERATION BY CUSTOMER OF THE FACILITY, EQUIPMENT OR PLANT, (2) ANY OPERATIONAL RESULTS, (SENSOR) DATA, VALUES, INDICATORS OF THE FACILITY, EQUIPMENT OR PLANT OF THE CUSTOMER (THE "DATA"), INCLUDING DECISIONS BY THE CUSTOMER BASED UPON SUCH DATA AND MEASUREMENTS PROVIDED BY THE EQUIPMENT (3) ANY FAULTY OR INCOMPLETE INTEGRATION CONCEPT OF THE EQUIPMENT INTO THE CUSTOMER'S PLANT OR EQUIPMENT, (4) ANY UNAUTHORIZED ACCESS OF THIRD PARTIES REGARDING THE DATA. MOREOVER, COMPANY'S MAXIMUM LIABILITY HEREUNDER REGARDLESS OF LEGAL THEORY WILL NOT EXCEED IN THE AGGREGATE A SUM EQUAL TO TWICE THE AMOUNT ACTUALLY PAID BY CUSTOMER TO COMPANY

PURSUANT TO TPP AGREEMENT, INCLUSIVE OF ANY RENEWALS OF TPP AGREEMENT, COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OR COSTS RESULTING FROM ANY DELAYS IN PERFORMANCE.

**7. Indemnification.** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Company is responsible for and will defend, indemnify and hold harmless Customer and the Customer Indemnified Parties against all losses, claims, expenses or damages, including attorney's fees, related to the use or possession of the Equipment, which may result from accident, injury, damage, or death due to Company's breach of the warranty obligations. This indemnification is provided on the condition that the Customer is likewise responsible for and will defend, indemnify and hold harmless Company and the Company Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any Equipment by Customer or decision made by the Customer or any third party affiliated or in privity with Customer related to the Data.

**8. Proprietary Information: Data Privacy.** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Company considers proprietary, including but not limited to service and maintenance manuals. Customer and its employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Company and will not transfer or disclose it without Company's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Equipment or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Company's property. No right or license is granted to Customer or its employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Company, except for the limited use licenses implied by law. In respect of personal data supplied by Customer to Company, Customer warrants that it is duly authorized to submit and disclose these data, including however not limited to obtaining data subject's informed consent. Customer warrants that any personal data supplied to Company are provided in accordance with applicable legal requirements. Company will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy> and incorporated herein by reference.

**9. Term and Termination.**

(a) The term of TPP Agreement will start 30 days after shipment of the Equipment, respectively, in case of any renewals, the day following the last day of the prior term. The term is as set out in the Offer.

(b) At the end of the term, or any renewal term, TPP Agreement will automatically renew on a month-to-month basis, under the same terms and conditions, unless Customer: 1) notifies Company in writing of Customer's intention to return the Equipment at least 90 days, but no sooner than 180 days, prior to the end of the term, and 2) return the Equipment to a location specified by Company at Customer's cost within 5 business days after the end of the term. Customer agrees that if it returns the Equipment, it will be immediately available for use without the need of repair and that any confidential information is removed. If not, Customer agrees to reimburse Company for repair and data removal costs.



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(c) In case Customer wishes to exit TPP Agreement prior to the agreed term, payment of the full price/fees in the amount agreed upon in TPP Agreement shall become due upon issuing of the termination notice.

(d) Without limiting any other available legal or equitable rights or remedies, either party may terminate TPP Agreement immediately at any time for good cause upon written notice to the other if the other party: (i) fails to perform any material obligation of TPP Agreement and fails to cure within thirty (30) days after written demand to cure; or (ii) becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy, has a receiver appointed for its assets, or is dissolved or liquidated. Upon termination by Company pursuant to this Section, all amounts due and payable under TPP Agreement for the entire term of TPP Agreement will become immediately due and owing by Customer.

(e) Customer shall return Equipment and all other products provided to Company pursuant to TPP Agreement within five (5) days of expiration or termination of TPP Agreement in accordance with shipping instructions provided by Company. If Customer fails to timely comply with this provision, Customer acknowledges and agrees that Company may enter Customer's facility where the Equipment is located and repossess the same. Customer will reimburse Company for all reasonable expenses incurred.

(f) In the event Customer wishes to take over the Equipment at the end of the term as provided in TPP Agreement, Customer shall pay to Company the equipment buyout price specified as such in TPP Agreement, if any.

**10. Force Majeure.** Company is excused from performance of its obligations under TPP Agreement to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Company by third parties ("Force Majeure"). In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the Force Majeure circumstances extend for six months, Company may, at its option, terminate TPP Agreement without penalty and without being deemed in default or in breach thereof.

In such event, the party delayed shall promptly give notice to the other party. The party affected by the delay may: (i) extend the time for performance for the duration of the event, or (ii) cancel all or any part of the unperformed part of TPP Agreement if such event lasts longer than sixty (60) days. If an event affects Company's ability to meet its obligations at the agreed upon pricing, or Company's costs are otherwise increased as a result of such event, Company may increase pricing accordingly upon written notice to Customer.

**11. Compliance with Laws.** Customer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Customer's business activities in connection with TPP Agreement, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Customer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office

or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Customer or for Company, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Company's activities related to TPP Agreement. Company asks Customer to "Speak Up!" if aware of any violation of law, regulation or Company's Code of Conduct ("COC") in relation to TPP Agreement. See <https://www.danaher.com/how-we-work/integrity-and-compliance> and <http://www.danaherintegrity.com> for a copy of the COC and for access to Hach's Helpline portal.

**12. Assignment; Successors and Assigns.** Customer may not sell, transfer, assign or sublease the Equipment or TPP Agreement without Company's prior written consent. Any assignment contrary to this Section will be null and void. TPP Agreement shall apply and inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

**13. Governing Law; Venue; Actions; Attorneys Fees.** TPP Agreement is governed by and construed in accordance with the laws of the country of the Company without regard to conflict of laws provisions. The parties consent to the sole and exclusive venue and jurisdiction of the courts situated in or having jurisdiction over such country and local geographic designation. Any action brought by Customer pursuant to TPP Agreement must be commenced within the earlier of one (1) year from the date of delivery of Services or occurrence of the event giving rise to the claim, or such claim will be forever barred.

**14. Miscellaneous.** The documents comprising TPP Agreement are the sole and exclusive terms and conditions applicable to TPP purchased by Customer. Company hereby objects to and rejects any other terms and conditions appearing on, incorporated by reference in, or attached to, Customer's orders or other documents. In the event of any conflict between any of the documents comprising TPP Agreement, the descending order of precedence will be the Offer, the CLAROS Terms, if applicable, these Terms and any other documents. If any provision of these Terms to any extent is declared invalid or unenforceable, the remainder of TPP Agreement will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law. Any modifications hereto must be in writing and signed by both parties. Customer agrees that any fees specified in TPP Agreement may contain a reasonable profit component and, if any amount Company charges Customer exceeds the maximum amount allowable under applicable law, then Customer agrees any excess amount charged will be refunded to Customer. Either party's failure to strictly enforce any of these terms shall not be considered a waiver of any of its rights hereunder. If any term in TPP Agreement is declared invalid or unenforceable to any extent, the remainder of these terms in TPP Agreement will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law. The termination or expiration of TPP Agreement will not affect the survival and continuing validity of any provision which expressly or by implication is intended to continue in force after such termination or expiration.



Be Right™





**APPROVED MANUFACTURERS**

Hach

Wallce & Tieman

Cerlic

Rosemount

ISCO

Sigma

Endress Hauser

Krohne

Kurz

Fluid Components International

Milltronics

GP:50

Red Valve



**ANALYZERS**

TYPE	MANUFACTURER	MODEL #
Nitrate/Nitrite Analyzers	Hach	Analyzer 557
Ammonia Analyzers	Hach	Analyzer 517
Chlorine Analyzer	Hach	Hach CL17
Chlorine Analyzer	Wallace & Tiernan	Depolox
Phosphate Analyzer	Hach	Hach Phosphax
Chlorine Analyzer (colorimetric)	Hach	CL17 series (total or free)
Chlorine Analyzer (amperametric)	Hach	CL10 series (total or free)
Phosphate Analyzer Sampler	Hach	PHOSPHAX SC
Turbidity/TSS Analyzer	Solitax	TSS Sensor
Turbidity/TSS Analyzer	Hach	Highline sc SS wiper w/sc 200

**CONTROLLERS**

TYPE	MANUFACTURER	MODEL #
Controller sc200	Hach	2 Inputs and Profibus
Controller sc1000	Hach	4 inputs and Profibus DP
Nitrate/Nitrite Controller	Hach	HACH Amtax SC1000
Ammonia Analyzers Controller	Hach	HACH Amtax SC1000
UV Transmittance Controller	Hach	SC 100 Item
Suspended Solids Controller	Cerlic	BB2 Control Box

**PROBES**

TYPE	MANUFACTURER	MODEL #
Ammonia Probe	Hach	Hach NH4D Ammonia Sensor
DO Probes	Hach	LDO Probe
DO Probes Controller	Hach	SC 100
pH Probes	Hach	pHD sc, Differential pH Digital Sensor
pH Probes	Rosemount	Solucomp II Analyzer
Sludge Level Probe	Hach	Sonatax sc Probe

**SAMPLERS**

TYPE	MANUFACTURER	MODEL #
Refrigerated Sampler	ISCO	6712FR
Refrigerated Sampler	ISCO	5800
Refrigerated Sampler	Sigma	
Sample Conditioning Filter System	Hach	Filtra
Ammonia Analyzer Sampler	Hach	AMTAX SC
Samplers	Hach	AS950 series



## SENSORS

TYPE	MANUFACTURER	MODEL #
TSS Sensor	Cerlic	ITX Suspended Solids
TSS Sensor	Hach	Hach
MLSS Sensor	Hach	Hach Solitax Solids Analyzer
Turbidity Sensor	Hach	Hach Solitax Turbidity/TSS
Nitrate/Nitrite Sensor	Hach	NITRATAX Plus SC
Ammonia Sensor	Hach	AISE sc Ammonium probe with RFID Technology
Dissolved Oxygen Sensor/Probe	Hach	LDO Model 2
Differential pH Sensor	Hach	pHD SC
UV Absorb/Trans Sensor	Hach	UVAS Plus SC Suspended Solids/Turbidity Sensor Hach
Suspended Solids/Turbidity Sensor	Hach	SOLITAX SC
Conductivity Sensor	Hach	3700 Inductive Conductivity Sensor
ORP Sensor	Hach	ORP Differential Sensor
Suspended Solids Sensor	Cerlic	LC sensor
UV Transmittance	Hach	UVAS sc sensor
pH Sensor	Rosemount	Solucomp II Analyzer
Pressure	Red Valve	series 48

## ***Certification of Single Source or Emergency Procurement***

Please use this form to certify a Single Source or Emergency Procurement complies with the requirements of the JEA Procurement Code. The JEA Procurement Code defines a Single Source and Emergency Procurement as follows:

### **3-112 Single Source**

A Contract may be awarded for Supplies or Services as a Single Source when, pursuant to the Operational Procedures, the Chief Procurement Officer determines that:

- (a) there is only one justifiable source for the required Supplies or Services; **Note: Please provide justification.**
- (b) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors; **Note: If this is a Single Source Standard or OEM, please provide proper backup documentation.**
- (c) the Services are a follow-up of Services that may only be done efficiently and effectively by the Vendor that rendered the initial Services to JEA, provided the Procurement of the initial Services was competitive;
- (d) at the conclusion of a Pilot Project under Section 3-118 of this Code, the Procurement of Supplies or Services tested during the Pilot Project, provided the Vendor was competitively selected for the Pilot Project.

### **3-113 Emergency Procurements**

In the event of an Emergency, the Chief Procurement Officer may make or authorize an Emergency Procurement, provided that Emergency Procurements shall be made with as much competition as practicable under the circumstances. A written Determination of the basis for the Emergency and for the selection of the particular Vendor shall be included in the Procurement file.

For purposes of this Section 3-113, an "Emergency" means any one of the following:

- (a) a reasonably unforeseen breakdown in machinery;
- (b) an interruption in the delivery of an essential governmental service or the development of a circumstance causing a threatened curtailment, diminution, or termination of an essential service;
- (c) the development of a dangerous condition causing an immediate danger to the public health, safety, or welfare or other substantial loss to JEA;
- (d) an immediate danger of loss of public or private property;
- (e) the opportunity to secure significant financial gain, to avoid delays to any Governmental Entity or avoid significant financial loss through immediate or timely action; or (f) a valid public emergency certified by the Chief Executive Officer.

### **Please provide the following information:**

#### **Vendor Name:**

LRIE LLC

#### **Description of Services or Supplies provided by Vendor:**

The service provides SL-RAT acoustic inspection for the sanitary gravity collection system. The equipment utilized in this service uses active acoustic transmission between a transmitter and a receiver in connecting manholes to provide an aggregate pipe blockage assessment. Per FDEP regulation 62.600.705 applicants for Wastewater Treatment Facility Permits are required to evaluate 25% of the collection system in a 5 year planning horizon. This service facilitates compliance with the FDEP regulation.

**Certification:**

I the undersigned certify that to the best of my knowledge, no JEA employee has, either directly or indirectly, a financial interest in this Single Source Emergency Procurement, and

I the undersigned certify that this procurement meets the requirements of a (choose one of the following):

☒ **Single Source Procurement.** Please state which subsection of Section 3-112 above applies to this Single Source Procurement: 3-112 (a)

Is this Single Source also a Ratification? ☐ Yes ☒ No If yes, explain

OR

☐ **Emergency Procurement** - Please state which subsection of Section 3-113 above applies to this Emergency

Is this Emergency also a Ratification? ☐ Yes ☒ No If yes, explain

Robert Zammataro

Digitally signed by Robert Zammataro  
Date: 2025.06.23 08:14:45-04'00'

6/23/2025

**Signature of JEA Business Unit Chief (or designee)**

**Name of JEA Business Unit Chief (or designee)**

**This certification shall be attached to the Purchase Order when it is routed for approval. A Single Source or Emergency Procurement shall be reported to the JEA Board in accordance with Section 1-110 of the JEA Procurement Code.**



LR Infrastructure Evaluation, LLC  
PO Box 740002  
Orange City, FL 32774 USA  
karoline@infralytics.net

Estimate

<b>ADDRESS</b>	<b>SHIP TO</b>	<b>ESTIMATE # 1049</b>
JEA	JEA	<b>DATE 05/20/2025</b>
225 N. Pearl St.	225 N. Pearl St.	
Jacksonville, FL 32202	Jacksonville, FL 32202	

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	SL_Dog	Pipeline Evaluation using SL Dog Required reporting to manufacturer's proprietary software	850,000	0.00	0.00
	SL_RAT	Pipeline Evaluation using SL Rat (equipment provided by JEA)	850,000	0.35	297,500.00

LR Infrastructure Evaluation, LLC is the only Manufacturer's Authorized SL Rat Service Provider for Jacksonville, FL. Quote valid FY25	<b>TOTAL</b>	<b>\$297,500.00</b>
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Accepted By	Accepted Date
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February 7, 2024

To Whom It May Concern:

InfoSense, Incorporated in Charlotte, North Carolina is the sole supplier manufacturer, and distributor of the Sewer Line Rapid Assessment Tool or SL-RAT<sup>®</sup> and its supporting software the Sewer Line Data Organizer or SL-DOG<sup>®</sup>.

LRIE, LLC is the sole authorized service provider in Florida for the counties of Alachua, Baker, Bay, Bradford, Brevard, Calhoun, Clay, Columbia, Dixie, Duval, Escambia, Flagler, Franklin, Gadsden, Gilchrist, Gulf, Hamilton, Holmes, Jackson, Jefferson, Lafayette, Leon, Levy, Liberty, Madison, Marion, Nassau, Okaloosa, Putnam, Santa Rosa, St. Johns, Suwanee, Taylor, Union, Volusia, Wakulla, Walton, and Washington. You may contact them at (321) 603-9274 or email Matthew Headrick at matt@muni-is.com.

The SL-RAT line of acoustic pipe inspection equipment is patent-protected under U.S. Patent #8220484 and other pending patents. InfoSense manufactures the only product that uses Active Acoustic transmission between a transmitter and a receiver in adjacent manholes to provide an aggregate pipe blockage assessment.

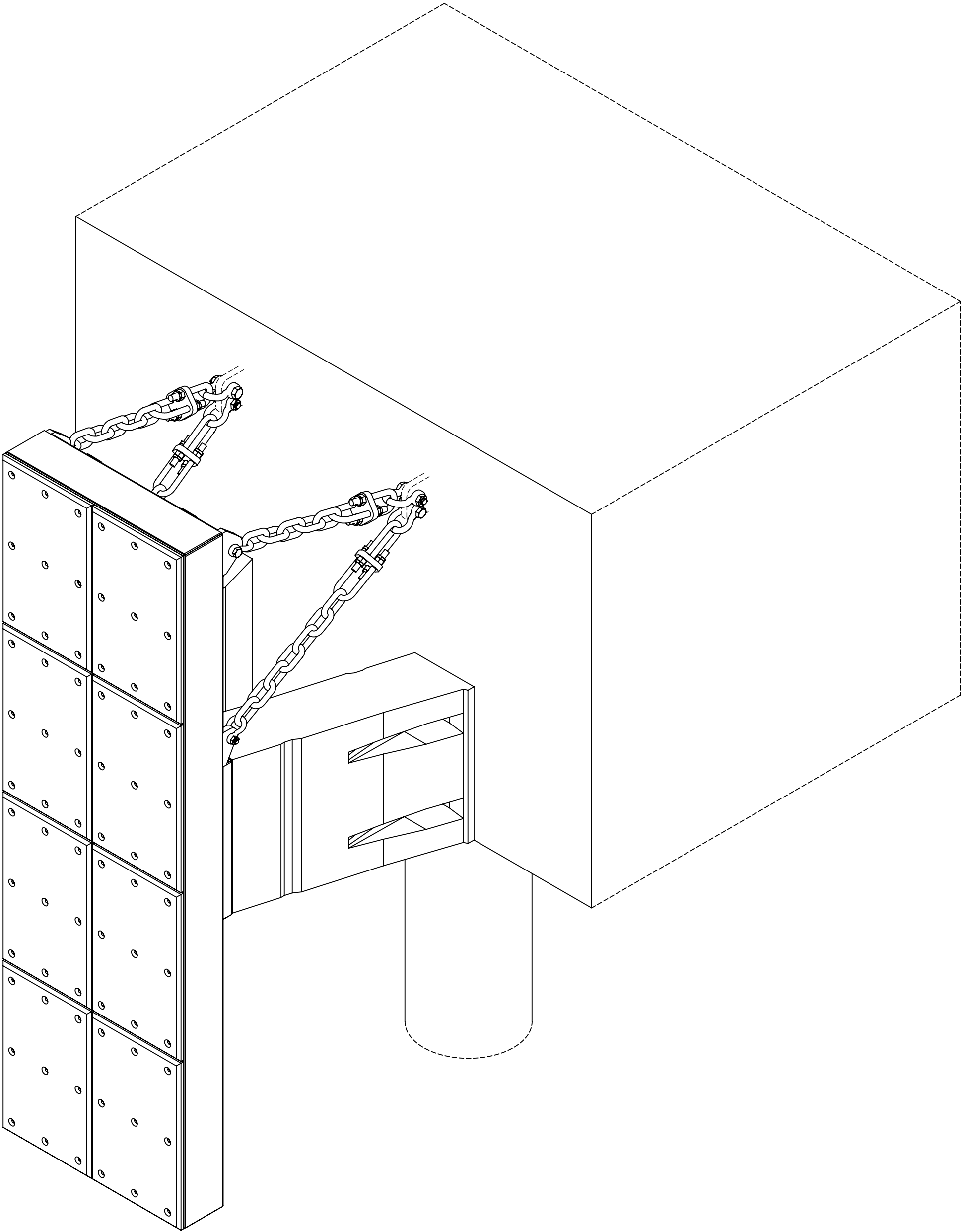
The SL-RAT makes use of the fact that water and air flow similarly within a pipe. Our proprietary algorithms exploit this fact to assess blockage within a pipe segment – typically within 3 minutes or less and with no flow contact.

A handwritten signature in blue ink, appearing to read "Alex Churchill", with a stylized flourish at the end.

Alex Churchill  
CEO

InfoSense, Inc.



***Past Winner WEF Innovative Technology Award***



ISOMETRIC VIEW

**NOTE :**  
- All views are in sheet scale unless specified otherwise.  
- System arrangement is as per the client's drawing, 62713-CFG-S5030

COMMERCIAL IN CONFIDENCE "This document contains confidential information. All rights (including copyright, confidential information, trade secrets and design rights) are owned by Trelleborg AB. No use or disclosure is to be made without prior written permission of Trelleborg AB. Copyright 2024 Trelleborg AB. All rights reserved"

							DRAWN	Bhavya.Shukla	<div><div>FOR CONSTRUCTION</div><div><div>Trelleborg Marine Systems North America Inc. 10375 Richmond Avenue, Suite 1725 Houston, TX 77042, USA</div><div></div><div><div>Tel : +1 (713) 800-7640 Email : tms.usa@trelleborg.com Web : www.trelleborg.com/en/ marine-and-infrastructure</div></div></div></div>			
							DESIGNED					
							CHECKED	Bhavya.Shukla				
							CHECKED	Akash.Patel				
0	04/09/2024	ISSUED FOR CONSTRUCTION	BKS	AP	PS	APPROVED	Parthiv.Shah	TITLE:- GENERAL ARRANGEMENT MV1250 X 900mm L COMPOUND-B		DRAWING NO :- USA49472-1M01		Rev.
A	02/26/2024	ISSUED FOR APPROVAL	BKS	AP	PS	SCALE	1:18					
Rev.	DATE	DESCRIPTION	REV. BY	CHK. BY	APR. BY	ZONE	SIZE A2		PROJECT:- JEA NORTH SIDE GENERATING STATION MV REPLACEMENTS	SHEET: 2 OF 2	VER.: 10	0



## Marine Division Quotation

Project Name: JEA NGS MV Fender Systems		REFERENCE NO.: 87784		
Customer: JEA NGS		DATE: June 16, 2025		
Validity: 14 Days		PURCHASE ORDER #: <div></div>		
Shipping: DDP, Jacksonville, FL, USA; Incoterms 2020		REV. 1		
Payment Terms: 20% against approved engineering submittal, 60% at production completion/BL date, 20% upon delivery to site: Net 30 Days				
ITEM NO.	DESCRIPTION	QTY.	UNIT PRICE	EXTENDED PRICE
1	MV1250 x 900 Leg Fender Panel System to Include the Following Components: (02) - MV1250 x 900 Rubber Leg Fenders (04) - 2"-4 1/2 UNC, Heavy Hex Bolt, H.D.G. (fender to panel mounting hardware) (04) - 2" Round Washer, H.D.G. (fender to panel mounting hardware) (04) - 2"-4 1/2 UNC, Heavy Hex Bolt, H.D.G. (fender to structure mounting hardware) (04) - 2" Round Washer, H.D.G. (fender to structure mounting hardware) (01) - 13ft x 4ft, Closed Box Steel Panel, Q355B, Painted (01) - Set of 32mm Thick, UHMW-PE face pads, Black (01) - Set M16 mm, Stud/half nut/washer combo, 316S.S. (UHMW hardware) (02) - Complete Top Tension Chain Assemblies (shackles, tensioner, and chain Links) (02) - Complete Weight Chain Assemblies (shackles, tensioner, and chain links) Notes: - Rubber fender material to be Trelleborg standard blend of NR / SBR. - All chains and hardware to be Hot Dip Galvaized	13	\$ 13,862.00	\$ 180,206.00
2	ESTIMATED SHIPPING COSTS IF DELIVERED TODAY 06/16/2025 ACTUAL SHIPPING COSTS TO BE CALCULATED AT TIME OF SHIPMENT AND APPLIED "PREPAY & ADD (+15%)" Shipping Includes: - 3 - 40ft GP containers ocean freight for components - All import duties and tariffs as of 06/16/2025 - Inland Trucking to project site, with off-loading at the project site to be the responsibility of the customer (for DAP/DDP only) - Trelleborg is unable to predict price fluctuations directly related to global trade market volatility. Should any portion of this proposal be affected by government applied trade tariffs after date of submittal, shown pricing will be subject to adjustment and any additional tariffs (for DDP only)	1	\$ 128,011.00	\$ 128,011.00
Project Total (To be confirmed)				\$ 308,217.00

**PRODUCTION WILL NOT BEGIN UNTIL RECEIPT OF APPROVED DRAWINGS AND PURCHASE ORDER**

Trelleborg (Seller) agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the product(s) described above, subject to the terms and conditions set forth hereinafter attached (Agreement).

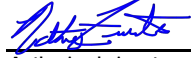
**Qualifications:**

- 1 All prices are in USD. For orders outside the US and its territories, No duties, customs or taxes paid.
- 2 The cost of Freight of the Goods stated herein is not fixed and provided as reference value only. Final shipping cost is subject to change and shall be revalidated at the time of shipment to reflect prevailing market rates. Any increase in shipping costs shall be borne by the Client. Trelleborg shall not be responsible for any delay in shipment for reasons outside of Trelleborg's control, including non-availability of shipping lines.
- 3 The price of the Goods stated herein is based on the raw material cost on the date of the quotation. Given significant market volatility in raw material prices, Trelleborg reserves the right to adjust the price of the Goods at any time, whether before or after the acceptance of this quotation by the Client, to reflect prevailing market rates. Any increase in the price of the Goods due to increased raw material cost shall be borne by the Client. Price adjustment shall be supported by reference to the relevant price index or official supplier quotation(s).
- 4 Trelleborg is unable to predict price fluctuations directly related to global trade market volatility. Should any portion of this proposal be affected by government applied trade tariffs after date of submittal, shown pricing will be subject to adjustment and any additional tariffs
- 5 Prices and delivery times based on receipt of entire scope of work quoted above.
- 6 Current estimated lead time is 20 to 24 weeks ARO and approved construction drawings.
- 7 Detailed drawings, calculations, submittal information to be submitted after award.
- 8 Items quoted ex-stock are based on availability at time of order.
- 9 Proposal is subject to attached Terms and Conditions.

**Trelleborg Marine Systems North America Inc.****Purchaser's Acceptance**

Nathan Fuentes

Name of seller (PRINT)



Authorized signature

Name of purchaser (PRINT)

Authorized signature



# TRELLEBORG

## Terms and Conditions

### 1. Applicable Law and Jurisdiction

These general terms and conditions apply to all proposals and quotations submitted by Trelleborg Marine Systems North America, Inc. (hereinafter referred to as "Seller"), to all purchase orders received by Seller, and to all goods and services sold by Seller, except as otherwise specifically provided in a document signed by Seller. This sale and any sale resulting here from consists only of these terms and conditions and those in other documents referenced herein or attached hereto or in a document subsequently signed by Seller and referencing this transaction (all of which constitute the "Agreement"). The Agreement shall be governed, construed and enforced under the laws of the State of LOUISIANA including the Uniform Commercial Code in force on the initial date of the Agreement ("UCC"), except as provided herein. The U.N. Convention on the International Sale of Goods shall not apply. Any services to be provided hereunder, whether they are otherwise ancillary to and part of a sale of goods (as separate units), shall be considered ancillary to a sale of goods and the UCC shall apply to all goods and services to be provided hereunder ("Goods"). THE COURTS OF LOUISIANA SHALL HAVE EXCLUSIVE JURISDICTION OVER THE PARTIES AND THE CLAIMS ARISING UNDER OR RELATED TO THE AGREEMENT. The parties stipulate to the convenience of LOUISIANA courts as to all litigation. Any declaration of unenforceability of a provision shall be as narrow as possible and shall not affect the enforceability of the other provisions.

### 2. Formation, Integration and Modification

A. The Agreement incorporates all previous Seller quotations and agreements pertaining to the Goods. Delivery to Seller of Buyer's acceptance of Seller's quotation (according to its terms), Seller's actions in reliance on Buyer's oral acceptance of a written or oral quotation, or Buyer's receipt of the Goods, will constitute a binding contract under the terms of the Agreement. The Agreement is subject to Seller's revocation or cancellation without liability until approved by Seller at its home office. Notice of such approval may be furnished to the Buyer by an acknowledgment, shipment, or other form of express approval.

B. An order submitted by Buyer orally or in a purchase order or other writing (whether or not it contains terms or conditions modifying, adding to, repugnant to, or inconsistent with these Terms and Conditions), may be accepted, approved or filled by Seller, but any resulting contract and the liabilities or obligations of Seller shall be determined solely by the Agreement, and (unless Seller otherwise advises Buyer in writing) notice is hereby given that Seller objects to any such terms or conditions in Buyer's purchase order or other writing. Seller shall not be deemed to have enlarged or modified its liabilities or obligations under the Agreement by filling such order or by failing to further object to Buyer's terms or conditions.

C. The Agreement is a final, complete and exclusive statement of the parties' Agreement. No modifications, limitations, waivers or discharge of the Agreement or any of its terms shall bind Seller unless in writing and signed by Seller's authorized employee. Seller may correct unilaterally any mathematical and typographical errors in the Agreement. Typed provisions of the Agreement take precedence over printed provisions. A course of performance, course of dealing, or customs in the trade shall not constitute a modification or waiver by Seller of any right by Seller.

D. The Agreement is only for the benefit of the parties, except all disclaimers and limitations applicable to Seller shall be for the benefit of Seller's agents, employees, contractors, and suppliers. If any provisions are determined to apply to third parties, all other provisions shall also apply.

E. Any advice or recommendation given by Seller or its employees or agents to Buyer including any advice as to the storage, application or use of the goods or services, which is not confirmed in writing by Seller, is followed or acted upon entirely at Buyer's own risk, and accordingly, Seller shall not be liable for any such advice or recommendation which is not so confirmed.

### 3. Prices, Payment and Risk of Loss

A. Prices contained in Seller's published price lists, if any, are subject to change without notice. Prices contained in individual written quotations or proposals are firm only for a period of 30 days from the date of the quotation. Prices do not include taxes. Buyer shall pay all applicable sales or other taxes levied with respect to Goods (and replacements) and the Agreement, unless exempt therefrom. Buyer shall pay all government fees levied on the installation and inspection of the Goods. Buyer shall pay upon receipt all invoices rendered by Seller for any such items Seller may pay and for the Goods.

B. Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, materials, and manufacturing required by changes requested by Buyer after the date of any quotation.

C. All amounts not paid to Seller when due shall incur a carrying charge of 0.5% per week to the extent allowed by law and otherwise at the highest written contract rate allowed by law.

### 4. Delivery

A. Shipping dates are estimates based on Seller's present engineering and manufacturing capacity and backlog which may be revised by Seller upon receipt or scheduling of Buyer's order. All quoted shipping dates, and/or presented lead times, are approximated at time of quote and shall be formally confirmed following a formal Notice to Proceed (NTP). All shipping dates are further subject to Seller's prompt receipt from Buyer of a written purchase order or acceptance, letter of credit, down payment, and other conditions as specified in the Agreement, and of all drawings, information and approvals necessary to provide the Goods and to grant any credit proposed in the Agreement.

B. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents (including but not limited to failure to provide specifications and/or fully dimensioned working drawings and/or such other information as Seller reasonably requires to proceed expeditiously with its obligations under the Contract), the delivery/completion period and the Contract Price shall both be adjusted accordingly. 5.3 If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for dispatch, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into a suitable store at Buyer's expense. Upon placing the Goods into the store, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly.

C. Buyer is responsible for verifying that the Goods listed on the Bill of Lading are received. All shortages and/or damages must be noted, in writing, on the Bill of Lading prior to Buyer signing the Bill of Lading. Failure by the Buyer to document shortages of the number of packages or damages on the signed Bill of Lading at the time of delivery or pickup shall waive any claim of such shortage and/or damage. It is Buyer's responsibility to retain a copy of the Bill of Lading documenting any shortages and/or damages. Loss of the Bill of Lading shall also waive any right to claim any shortage and/or damage. 13.2 Seller is not obligated to send Goods by overnight air freight, direct truck line, or other expedited method unless Buyer prepays for such services. Seller shall not be responsible for loss or damage to Goods that occur after tender for pick up or delivery. Seller shall have no obligation to remove or dismantle defective parts or to erect or install replacement parts. Back charges that are not accepted by Seller in writing shall have no effect and Buyer's account may be placed on immediate Credit Hold until resolution. Seller shall not be responsible or financially liable for delivery delays or any of Buyer's costs expended on remedies unauthorized by Seller, including, but not limited to, Buyer's erection crew expense or rental equipment costs or liquidated or consequential damages of any kind.

D. If shipment to Buyer is not required or specified, Sellers quotation(s) are for Goods delivered EXW (Ex works) Seller's shipping point, exclusive of freight, insurance and handling unless otherwise stated in the Seller's order confirmation.

E. If shipment to Buyer is required, Sellers quotation will be presented CIF major port nearest to Buyer, unless otherwise specified and mutually defined within contract Agreement.

F. Whether or not Seller prepays shipping charges, risk of loss passes to Buyer upon tender of the Goods to a carrier. Seller's breach of the Agreement shall not affect the passing of the risk of loss to Buyer notwithstanding any provision of law to the contrary.

G. Where the goods are to be delivered in installments, each delivery shall constitute a separate contract and the Seller may invoice separately for each installment. Failure by Seller to deliver any one or more of the installments in accordance with these Conditions or any claim by Buyer in respect of any one or more installments shall not entitle Buyer to treat the Contract as a whole as repudiated.

H. Buyer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties thereon. Any sale, or resale, of Sellers goods by Buyer shall at all times be subject to all applicable export control laws and regulations of the United States, including, but not limited to, U.S. Export Administration Regulations. Buyer agrees and assures Seller that no items, equipment, materials, services, technical data, technology, software or other technical information or assistance furnished by Seller, or any good or product resulting from these, shall be exported or re-exported by Buyer or its authorized transferees, if any, directly or indirectly, unless in accordance with applicable U.S. export laws and regulations. This obligation shall survive any expiration, termination or discharge of any other contractual obligations of Buyer.

### 5. Cancellation

Cancellation charges will be applicable from the time the cancellation advice is received in writing. Assumes Seller will retain title / possession of all project related materials / goods which are unfinished (work in progress) at the time cancellation advice is received in writing. Unless otherwise formally specified and mutually agreed within the Agreement, the following fixed cancellation charge schedule is applicable after contract formation.

**After PO (prior to purchase of materials, and expenditure of TMS manhours)**

**After Approval of Supplier Submittal Package**

**After Seller Purchase of Materials**

**After Seller Receipt, and/or Modification, of Major Materials**

**6. Delay of Shipment or Performance Excused for Various Reasons**

A. Buyer shall be responsible to Seller for ensuring the accuracy of the terms of any order, including any applicable submitted specification(s), and for giving Seller any

- up to 15% of PO value (including Additional/Optional Items)  
 - up to 25% of PO Value (including Additional/Optional Items)  
 - up to 75% of PO value (including Additional/Optional Items)  
 - up to 100% of PO Value (including Additional/Optional Items)





necessary information relating to the goods and/or services within sufficient time to enable Seller to perform this Contract in accordance with its terms.

B. If shipment of any item or other performance by Seller is delayed at the request of or due to the fault of Buyer, Seller may at its option hold the item at the place of manufacture at the risk and expense of Buyer from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment (inclusive of all storage/handling fees) for an item shall be due and payable 30 days after Buyer is notified that the item is ready for shipment. If Seller is unwilling to accommodate Buyer by holding such item, Buyer shall accept shipment immediately.

C. Force Majeure - Seller shall not be in default because of its delay or failure to deliver or perform resulting, in whole or in part, from: (i) any embargoes, seizures, acts of God, insurrections, war, or the adoption or enactment of any law, ordinance, regulation, ruling or order, or (ii) the lack of usual means of transportation, fires, floods, explosions, strikes or any other accidents, contingencies, or events, at Seller's or its supplier's plant or elsewhere (whether or not beyond Seller's control) which interfere with, or render substantially more burdensome, Seller's production, delivery, or performance.

#### **7. Inspection, Testing and Rejection**

A. If the Agreement expressly provides for Buyer's inspection and/or acceptance of the Goods, Seller's standard test procedures conducted by Seller's representative shall be the criteria for inspection and/or acceptance, unless other procedures have been formally presented for mutual agreement and specification in the Agreement.

B. All drawings, specifications, technical documentation, samples, prototypes and Goods shall be deemed approved and/or accepted by Buyer if Buyer does not provide a written objection and/or rejection within seven days of receipt or other reasonable time established by Seller. Any objection and/or rejection by Buyer must be in writing and state with specificity all defects and non-conformities upon which Buyer will rely to support its rejection. ALL DEFECTS AND NON-CONFORMITIES WHICH ARE NOT SO SPECIFIED ARE WAIVED.

#### **8. General Express Warranties**

A. Seller Warranties are outlined on Schedule 1 to this Agreement which is entitled "STANDARD WARRANTY POLICY".

B. Seller retains the right to change the dimensions, composition, design, performance, color and appearance of the Goods without liability if, in its judgment, the change is non material.

C. Seller's warranties shall apply only if the Goods: (i) have been installed, maintained, and used in conformity with instructions and recommendations furnished by Seller from time to time, if any; (ii) have not been subjected to misuse, movement of the structure, physical abuse, installation error, negligence or accident; and, (iii) have not been altered or repaired by persons other than Seller in a manner, which, in the judgment of Seller, adversely affects the condition of the Goods. It is Buyer's responsibility to determine suitability of the Goods for Buyer's use and Buyer assumes all risk and liability associated therewith.

D. If any of the provision of the STANDARD WARRANTY POLICY conflict with the provisions of this Agreement, the terms and conditions of STANDARD WARRANTY POLICY shall prevail.

#### **9. Disclaimer and Limitation of Express Warranties**

There are no express warranties other than those contained in the Agreement. Whether or not the Goods are to be used exclusively by Buyer and/or End User, there shall be no outside beneficiaries to the express warranties contained herein. Seller does not warrant that it or the Goods are in compliance with any entity, organization or industry standards, guidelines, or procedures unless specifically contained in the Agreement.

#### **10. Remedy and Limitation of Seller's Liability**

A. Defective or non-conforming Goods or parts thereof discovered during the one-year warranty period shall be repaired or replaced by Seller without any additional charge and shipped to Buyer, EXW (Ex Works) Seller's plant, for reinstallation by Buyer at its cost, subject to the terms hereof. The warranty obligation of Seller is limited to the repair or replacement at Seller's plant of any part of the Goods which Buyer shall, within the warranty period, return to Seller, with transportation charges prepaid by Buyer, and which Seller determines to be not in conformity with the express warranties contained herein. If Seller elects, Seller may, upon return of such Goods and making a determination of non conformity or defect, keep the Goods and refund the purchase price. Buyer's remedies shall be limited exclusively to those provided in this section. Buyer waives any causes of action or theories of liability including, but not limited to, those arising under contract, tort, strict liability, product liability, statutes, or otherwise, except as specifically provided by the UCC as modified and limited herein. The replacement or repair of Goods by Seller does not give rise to any new warranty except the warranty period provided for herein shall be extended by the length of any period from the date the defective or non conforming Goods are received by Seller until the date repaired or replacement Goods are delivered to Buyer.

B. Buyer must contact Seller requesting warranty coverage plus a return authorization number and other instructions for the return of Goods to Seller or other instructions. If requested by Seller, Buyer shall issue a new purchase order or amendment to Seller for replacement Goods, subject to Seller issuing a credit memo if Buyer's claim for warranty coverage is approved. Buyer must comply with Seller's return instructions (including return of the Goods) within 30 days or the claim shall be deemed conclusively to have been abandoned. Buyer is responsible for properly tagging, identifying, and packing returned Goods. Goods returned without compliance with the above procedures shall be returned to the Buyer at Buyer's cost.

C. The total liability of Seller on any claim, whether in contract, tort (including negligence) or otherwise, arising out of, connected with or resulting from the fabrication, transportation, delivery, installation, use, occupancy, repair, maintenance, or replacement of any Goods sold hereunder will not exceed the price allocable to the Goods or any part thereof which give rise to the claim.

#### **11. Disclaimer of Implied Warranties**

SELLER DIS-CLAIMS ALL IMPLIED WARRANTIES (OTHER THAN GOOD TITLE) INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. Seller does not warrant the Goods will comply with the requirements of any safety or environmental code or regulation of any federal, state, municipality or other jurisdiction beyond the specific express warranties in this Agreement.

#### **12. Indemnification**

A. Buyer shall indemnify Seller from all third party claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise arising out of the use, storage, sale or regulations or other disposition of the Goods and supplies or materials used in connection with the Goods if the action or inaction of Buyer or its employees, customers or agents, or Buyer's design specifications, were a material or proximate cause of injuries or damages giving rise to claims against Seller.

B. If the goods are to be manufactured or any process is to be applied to the goods by Seller in accordance with a specification submitted by Buyer, Buyer shall indemnify Seller against all loss, damages, costs, and expenses awarded against or incurred by Seller in connection with or paid or agreed to be paid by Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from Seller's use of such specification.

#### **13. Consequential, Incidental, and Other Damages**

BUYER AND THIRD PARTIES SHALL NOT BE ENTITLED TO ANY CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, AS DEFINED IN THE UCC OR OTHERWISE. This limitation shall be enforced regardless of whether Seller has defaulted in its warranty or other obligations. Any legal inability to limit or restrict the right of Buyer or a third party to such damages shall not affect the right of Seller to indemnification hereunder, and under no circumstance shall Buyer recover more than the purchase price.

#### **14. Proprietary Information**

A. Buyer acknowledges that any information disclosed to Seller has not and will not be confidential or a trade secret unless clearly and conspicuously noted on the disclosure, or in some other writing delivered to Seller at or prior to the time of the disclosure. Otherwise, Seller shall be under no obligation to refrain from using in its business any information, manufacturing processes or unpatented disclosures which may pass to it from Buyer in the performance of the Agreement.

B. All proposals, plans and other information furnished by Seller in bidding, negotiating and performing the Agreement, are confidential and the property of Seller and shall not be shown or disclosed to any other bidder, and shall not be shown or disclosed to any third party or used by Buyer except as may be necessary for the selection or use of the Goods.

C. Any invention or other information developed by Seller in the performance of the Agreement shall remain the property of Seller.

#### **15. United States Government Regulations**

A. Buyer shall not engage in any transaction with respect to the Goods which violates any statute or regulation of the United States of America.

B. If Buyer is purchasing the Products or Services for a government contract or sub-contract, Buyer shall promptly notify Seller of that fact and of any contractual terms from the government procurement laws and regulations that Buyer is obligated to include in its contracts for such Products or Services. No government procurement provisions will be included in this Agreement unless agreed to in a writing signed by an authorized representative of Seller.





## ***Certification of Single Source or Emergency Procurement***

Please use this form to certify a Single Source or Emergency Procurement complies with the requirements of the JEA Procurement Code. The JEA Procurement Code defines a Single Source and Emergency Procurement as follows:

### **3-112 Single Source**

A Contract may be awarded for Supplies or Services as a Single Source when, pursuant to the Operational Procedures, the Chief Procurement Officer determines that:

- (a) there is only one justifiable source for the required Supplies or Services. Examples include: highly specialized equipment, exclusive intellectual property, membership to an organization.
- (b) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors. Examples include: OEM, JEA Standard.
- (c) the Services are a follow-up of Services that may only be done efficiently and effectively by the Vendor that rendered the initial Services to JEA, provided the Procurement of the initial Services was competitive;
- (d) at the conclusion of a Pilot Project under Section 3-118 of this Code, the Procurement of Supplies or Services tested during the Pilot Project, provided the Vendor was competitively selected for the Pilot Project.

### **3-113 Emergency Procurements**

In the event of an Emergency, the Chief Procurement Officer may make or authorize an Emergency Procurement, provided that Emergency Procurements shall be made with as much competition as practicable under the circumstances. A written Determination of the basis for the Emergency and for the selection of the particular Vendor shall be included in the Procurement file.

For purposes of this Section 3-113, an "Emergency" means any one of the following:

- (a) a reasonably unforeseen breakdown in machinery;
- (b) an interruption in the delivery of an essential governmental service or the development of a circumstance causing a threatened curtailment, diminution, or termination of an essential service;
- (c) the development of a dangerous condition causing an immediate danger to the public health, safety, or welfare or other substantial loss to JEA;
- (d) an immediate danger of loss of public or private property;
- (e) the opportunity to secure significant financial gain, to avoid delays to any Governmental Entity or avoid significant financial loss through immediate or timely action; or (f) a valid public emergency certified by the Chief Executive Officer.

### **Please provide the following information:**

#### **Vendor Name:**

TRELLEBORG

#### **Description of Services or Supplies provided by Vendor:**

Qty 13: Replacement Dock Fenders

**Certification:**

I the undersigned certify that to the best of my knowledge, no JEA employee has, either directly or indirectly, a financial interest in this Single Source Emergency Procurement, and

I the undersigned certify that this procurement meets the requirements of a (choose one of the following):

☒ **Single Source Procurement.** Please state which subsection of Section 3-112 above applies to this Single Source Procurement: 3-112 (b) - equipment OEM

Is this Single Source also a Ratification? ☐ Yes ☒ No If yes, explain

OR

☐ **Emergency Procurement** - Please state which subsection of Section 3-113 above applies to this Emergency

Is this Emergency also a Ratification? ☐ Yes ☒ No If yes, explain

Ricky Erixton

Digitally signed by Ricky Erixton  
Date: 2025.06.17 15:27:49 -0400

6/17/2025

**Signature of JEA Business Unit Chief (or designee)**

Ricky Erixton

**Name of JEA Business Unit Chief (or designee)**

**This certification shall be attached to the Purchase Order when it is routed for approval. A Single Source or Emergency Procurement shall be reported to the JEA Board in accordance with Section 1-110 of the JEA Procurement Code.**

TECHNICAL MEMORANDUM

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## NGS N00: Sole Source Justification for Fuel Dock Fender Replacement through O.E.M.

PREPARED FOR: JEA Procurement

PREPARED BY: Richard Stoehr

DATE: 6/17/2025

### 1.0 Background

Following a fender failure, an inspection was performed by Logan Diving on October 18<sup>th</sup>, 2023. The original equipment manufacturer (OEM) performed a secondary inspection in May of 2025. It was identified excessive degradation and wear on the remaining 17 dock fenders that had not been replaced due to failure, required replacement. Due to the size of the dock at Northside Generating Station, it was determined by the OEM that the two (2) outermost fenders on either end were not used often, and replacement could be held off due to lack of use. To help sustain operational efficiency and enhance equipment reliability by:

- Reducing downtime associated with dock operations while awaiting replacement of long lead items, caused by failures.
- Minimizing the risk of ship damage, due to failure of a fender.
- Minimize costly delays due to ships being unable to dock and unload fuel or limestone, which would lead to demurrage charges upwards of \$35K/day.

### 2.0 Justification

The replacement dock fenders should be ordered from **TRELLEBORG** for the following reasons:

- **OEM Expertise:** TRELLEBORG is the original equipment manufacturer (OEM) of the dock fender design.
- **Compatibility Assurance:** The existing mounting components of the fenders will remain unchanged.
- **Proprietary Design Knowledge:** The OEM holds all required engineering drawings for individual components, eliminating the need for costly reverse engineering and to ensure proper fitment.
- **Design Integrity:** Sourcing replacement parts from the OEM guarantees that the equipment will maintain its original design specifications in terms of fit, form, and function.

### 3.0 Recommendations

At this time, **TRELLEBORG** is the sole provider capable of delivering the required replacement components that meet our technical and operational requirements within the necessary timeframe. Procuring these parts directly from the OEM ensures proper fit, form, and function without incurring additional engineering costs, which could otherwise fail to guarantee compliance with the original system design.

### **Executive Summary for Demand Side Management DSM (DSM) programs**

JEA has existing 3.5 year old contracts with Franklin for Residential Services for \$22,447,132.00 (4yr) and ICF for Commercial/Industrial services for \$6,022,110.00 (4yr) both of which expire 11/30/25. JEA also has a Non-Road Electrification contract with ICF for \$15,818,528.00 (5yr) expiring 9/30/2025. These programs have had some success. All of these contracts use JEA budget numbers as the contract amounts and the vendors provide as much MGD (Millions Gallons per Day) and MWh (Megawatt-hour) saved as possible within these budgets.

<b>New DSM Budget</b>	<b>3 Year</b>		<b>5 Year</b>	
Scope 1	\$	13,174,200.00	\$	21,957,000.00
Scope 2	\$	6,072,000.00	\$	10,120,000.00
Scope 3	\$	4,283,040.00	\$	7,138,400.00
Total	\$	23,529,240.00	\$	39,215,400.00

#### **Scope 1: Residential Electric & Water DSM Program**

#### **Scope 2: Commercial/Industrial Electric & Water DSM Program**

JEA seeks an implementation contractor (the "Company") experienced in residential, commercial/industrial electric efficiency and water conservation Demand Side Management DSM (DSM) programs for utility customers. The Company will provide leadership on initiatives and strategies to achieve balanced results between the customer experience and the cost per MGD (Millions Gallons per Day) and MWh (Megawatt-hour) saved with the budget provided. The Company will be responsible for maximizing program savings at a minimum cost by striving to achieve comprehensive cost-effective savings opportunities including electric and water savings goals mandated internally and by regulatory bodies. The Company should propose a turnkey program which includes marketing, incentive and incentive processing, web-based data collection and reporting, quality control, and a full-service call center, including but not limited to, customer response services, customer education, program promotion to customers and to/for trade allies, etc., for the residential sector. Plans for marketing and customer recruitment into the program should be included. The selected Company shall oversee the coordination, delivery, and quality-assurance of electric and water DSM programs. The Company shall provide explanations and models of how savings are derived and describe methods of customer engagement and satisfaction, including assurance of a consistent program offering throughout the contract period, with a smooth transition for JEA customers. The Company shall have a home office within a 50-mile radius of JEA's downtown facility at the time of Contract execution.

**Electric DSM also provides useful benefits to JEA, such as:** (1) reducing electric demand; (2) reducing current operating costs for electric grid needs; (3) reducing and/or deferring capital and operating costs for new electric supply projects; and (4) providing increased customer satisfaction by increasing electric efficiency and reducing electric bills.

**Water DSM can provide useful benefits to JEA, such as:** (1) reducing water demand for existing groundwater and reclaimed water; (2) reducing current operating costs for water and wastewater treatment; (3) reducing and/or deferring capital and operating costs for new water supply projects; and (4) providing increased customer satisfaction by increasing water use efficiency and reducing water bills.

**The Electric DSM part of the program currently includes the measures shown below.** Company must provide a proposal for Management and operation of an incentive program with responsibility for full turn-key implementation and operation including design, implementation, program management, complete call center services, marketing, QA/QC, incentive processing, data tracking, etc. subject to JEA review and approval.

Company will need to provide a complete overview of their proposed program approach, recommended measures (**including additional measure recommendations**) and incentive design, estimated savings, marketing approach, methods of customer engagement, etc. which includes:

Maximizing electric savings for the given budget.

- Incentive strategies that, in the bidder's experience are proven and successful, within the context of an established program, and maintain a constant and consistent program.
- Support the development of a cadre of highly trained and building science-oriented trade allies in the JEA Service Territory.
- Maximizing opportunities for customer engagement and resulting in the highest level of consistent customer satisfaction.
- Meets established Florida Energy Efficiency and Conservation Act (FEECA) Annual Energy Reduction (MWh), Summer Peak Demand Reduction (MW) and Winter Peak Demand Reduction (MW) goals, presented in Appendix A-FEECA Summary.

**Current electric measure offerings for residential electric customers:** Retail: Dehumidifiers, Air Purifiers, Room Air Conditioners. Rebate: Smart Thermostats, Clothes Washers, HVAC Tune-Ups, Heat Pump Water Heaters. Contractor: Insulation, Heating and Cooling System, Thermostats. Neighborhood Efficiency: Education on ways to save, Insulation by local contractors.

**Current electric measure offerings for commercial and industrial electric customers:** Lighting: Retrofit Lighting / Conversions, Lighting Controls. HVAC: 3-Phase Unitary Air Conditioner, 3-Phase Unitary Heat Pump, Single Phase Unitary AC & Heat Pump, Chillers (Air & Water Cooled), PTAC & PTHP, HVAC Tune-up, VFD's (HVAC Equipment), Refrigeration, Anti Sweat Controls, Door Gaskets, High Efficiency Display Case Doors, Night Covers, Strip Curtains, Auto Closers, ECM Motors, Cool Roof & Window Film, Water Heaters, Heat Pump Water Heater, High Efficiency Electric Storage Water Heater

### **Scope 3: Non-Road Electrification DSM PROGRAM**

This **Non-Road Electrification (NRE)** program is intended to provide JEA with load growth/preservation with **priority on building the non-peak loads** also known as "valley-filling." As a municipal utility, JEA has obligation to the community to provide load build/preservation programs that operate to maintain system integrity i.e. Off Peak, prevent upward pressure on rates, and enable customers to improve their operations.

#### **NRE PROGRAM BENEFITS**

The anticipated benefits include:

- Identifying opportunities to reduce carbon emissions and environmental impacts
- Effectively apply investments to achieve lower energy costs for commercial and industrial customers
- Understanding the environmental impact of new technologies, and their potential for meeting environmental and efficiency policies and standards
- Quantify the economic impact to the customer and energy provider of the implementation of a non-road electric-drive conversion program
- Responsible, cost-effective load growth/preservation

**Non-Road Electrification:** Forklifts, Welders, Golf Carts, Terminal Trucks, Truck Mounted TRU, Trailer Mounted TRU, Scrubbers- Walk behind, Scrubbers- Ride on, Aerial Lifts, Airport GSE - Baggage Tractor, Airport GSE - Belt Loader, Airport GSE - Pushback Tractor, Level 2 EVSE, DCFC EVSE, Custom, Steamers - Conventional, Steamers - ENERGY STAR, Fryers, Griddles, Broilers, Combination Ovens, Convection Ovens



## ICF Reponse Workbook

[illegible]

Scope 1												Total Bid Cost	
	Residential Energy Efficiency						Residential Water Conservation						
	Contract Execution (cost to mobilize)			Annual Administrative Fees			Contract Execution (Cost to mobilize)			Annual Administrative Fees			
	Program Design	Incentives paid	Total Bid Cost	Mwh Savings	Program Design	Incentives paid	Total Bid Cost	GPD Savings					
Year 1	\$ -	\$ -	\$ 495,204.00	\$ 1,426,190.77	\$ 1,921,394.77	\$ 10,678,662.16	\$ -	\$ -	\$ 1,016,076.00	\$ 1,453,918.50	\$ 2,469,994.50	505,777	
Year 2	-	-	\$ 495,204.00	\$ 1,426,190.77	\$ 1,921,394.77	\$ 10,678,662.16	-	-	\$ 1,016,076.00	\$ 1,453,918.50	\$ 2,469,994.50	1,011,555	
Year 3	-	-	\$ 495,204.00	\$ 1,426,190.77	\$ 1,921,394.77	\$ 10,678,662.16	-	-	\$ 1,016,076.00	\$ 1,453,918.50	\$ 2,469,994.50	1,517,332	
					\$ 5,764,184.31						\$ 7,409,983.50	\$ 13,174,167.81	

S.No	Question	Weightage	Scorer	Scores						
				Franklin Energy Demand	CLEARresult	ICF Resources LLC	Resource	EGIA	Honeywell	Walk-Miller
				Weighted Scores	Weighted Scores	Weighted Scores	Weighted Scores	Weighted Scores	Weighted Scores	Weighted Scores
Grand Total of Scores				81.4	77.3	80.1	75.0	69.0	71.0	16.4
Supplier Total Sum of Rank				5.0	7.0	7.0	9.0	12.0	14.0	19.0
1	Savings, Beneficial Electrification Potential & Costs (35 Points)	35		26.5	31.5	30.9	27.5	27.2	25.7	0.0
Section Total of Scores				26.5	31.5	30.9	27.5	27.2	25.7	0.0
2	Past Performance/Company Experience (10 points)	10		7.3	6.8	7.2	6.8	6.2	6.9	4.8
			Susan Pokorny	8.3	8.0	5.7	8.0	7.5	6.0	4.3
			Georgina (Gigi) Carroll	8.6	6.5	9.3	7.0	6.7	8.3	5.7
			Phillip Williams	5.0	6.0	6.7	5.3	4.5	6.3	4.3
Question Average Score				7.3	6.8	7.2	6.8	6.2	6.9	4.8
3	Professional Experience (5 pts)	5		4.0	3.7	3.9	3.7	2.9	4.1	0.0
			Susan Pokorny	4.9	2.7	3.3	3.5	3.0	4.0	0.0
			Georgina (Gigi) Carroll	4.2	5.0	5.0	4.5	4.0	4.7	0.0
			Phillip Williams	2.8	3.3	3.5	3.2	1.6	3.5	0.0
Question Average Score				4.0	3.7	3.9	3.7	2.9	4.1	0.0
4	to Design an Approach and Work Plan (	30		28.0	20.3	24.0	23.7	22.7	23.3	8.7
			Susan Pokorny	28.0	17.0	17.0	21.0	26.0	19.0	12.0
Question Average Score				28.0	24.0	30.0	27.0	21.0	27.0	14.0
			Georgina (Gigi) Carroll	28.0	20.0	25.0	23.0	21.0	24.0	0.0
Section Total of Scores				28.0	20.3	24.0	23.7	22.7	23.3	8.7
5	Program Delivery (15 pts.)	15		14.3	12.3	12.0	11.3	10.0	11.0	3.0
			Susan Pokorny	15.0	11.0	11.0	9.0	13.0	10.0	4.0
			Georgina (Gigi) Carroll	15.0	13.0	15.0	16.0	9.0	16.0	5.0
			Phillip Williams	13.0	13.0	10.0	9.0	8.0	7.0	0.0
Question Average Score				14.3	12.3	12.0	11.3	10.0	11.0	3.0
6	Jacksonville Small & Emerging Business (5 pts.)	5		1.3	2.7	2.0	2.0	0.0	0.0	0.0
			Susan Pokorny	0	1	1	1	0	0	0
			Georgina (Gigi) Carroll	4	4	4	4	0	0	0
			Phillip Williams	0	3	1	1	0	0	0
Question Average Score				1	3	2	2	0	0	0

S.No	Question	Weightage	Scorer	Scores			
				ICF Resources LLC	CLEARResult	Resource	Honeywell
				Weighted Scores	Weighted Scores	Weighted Scores	Weighted Scores
Grand Total of Scores				80	76	48.0	69.0
Supplier Total Sum of Rank				3	5	8	11
1	Savings, Beneficial Electrification Potential & Costs (35 Points)	35		30.0	30.6	25.1	25.1
Section Total of Scores			Angel Love	30.0	30.6	25.1	25.1
2	Past Performance/Company Experience (10 points)	10		6.3	5.25	2.5	4.2
			Susan Pokorny	5.0	6.5	6	7
			Georgina (Gigi) Carroll	8.5	7	0	0
			Phillip Williams	4.0	3.5	5	5.5
Question Average Score				6.3	5.25	2.5	4.2
3	Professional Experience (5 pts)	5		3.6	3.7	4.6	3.9
			Susan Pokorny	3.7	2.8	3.7	3.8
			Georgina (Gigi) Carroll	4.7	5	5	4.8
			Phillip Williams	2.5	3.3	5	3
Question Average Score				3.6	3.7	4.6	3.9
4	Design an Approach and Work Plan	30		25.8	21.3	8.0	24.7
			Susan Pokorny	20.5	17	19	21
Question Average Score				30.0	23	0	27
			Georgina (Gigi) Carroll	27.0	24	5	26
Section Total of Scores				25.8	21.3	8.0	24.7
5	Program Delivery (15 pts.)	15		12.7	12.3	4.7	10.7
			Susan Pokorny	10.0	11	9	10
			Georgina (Gigi) Carroll	15.0	12	0	14
			Phillip Williams	13.0	14	5	8
Question Average Score				12.7	12.3	4.7	10.7
6	Jacksonville Small & Emerging Business (5 pts.)	5		2.0	2.7	2.0	0.0
			Susan Pokorny	1	1	1	0
			Georgina (Gigi) Carroll	4	4	0	0
			Phillip Williams	1	3	5	0
Section Total of Scores							

## DSM Scope 3 BAFO Final Scores

S.No	Question	Weightage	Scorer	Scores			
				ICF Resources LLC	CLEARResult	Resource	Honeywell
				Weighted Scores	Weighted Scores	Weighted Scores	Weighted Scores
Grand Total of Scores				89.0	73.0	70.0	63.0
Supplier Total Sum of Rank				3	8	8	10
1	Savings, Beneficial Electrification Potential & Costs (35 Points)	35		35	30.3	35	25
Section Total of Scores			Angel Love	35	30.3	35	25
2	Past Performance/Company Experience (10 points)	10		8.0	5.7	3.5	5.5
			Susan Pokorny	7.5	5	5	3
			Georgina (Gigi) Carroll	10	5	0	7
			Phillip Williams	6.5	7	5.5	6.5
Question Average Score				8.0	5.7	3.5	5.5
3	Professional Experience (5 pts)	5		4.1	3.3	3.8	3.9
			Susan Pokorny	4.5	2.5	3.3	3.8
			Georgina (Gigi) Carroll	4.7	4.5	4.8	4.8
			Phillip Williams	3	2.8	3.2	3
Question Average Score				4.1	3.3	3.8	3.9
4	Ability to Design an Approach and Work Plan (30 Pts)	30		27	21	17.3	19.7
			Susan Pokorny	23	16	19	21
Question Average Score			Georgina (Gigi) Carroll	30	21	19	22
			Phillip Williams	28	26	14	16
Section Total of Scores				27	21	17.3	19.7
5	Program Delivery (15 pts.)	15		13	10	8.0	9.0
			Susan Pokorny	11	8	10	10
			Georgina (Gigi) Carroll	15	12	7	11
			Phillip Williams	13	10	7	6
Question Average Score				13	10	8.0	9.0
6	Jacksonville Small & Emerging Business (5 pts.)	5		2.0	2.7	2.0	0.0
			Susan Pokorny	1	1	1	0
			Georgina (Gigi) Carroll	4	4	4	0
			Phillip Williams	1	3	1	0

## DSM Synergy Scope 2 3 BAFO Final Scores

S.No	Question	Weightage	Scorer	Scores		
				ICF Resources LLC	Resource InnovationsEGIA	Honeywell
				Weighted Scores	Weighted Scores	Weighted Scores
<b>Grand Total of Scores</b>				<b>125.3</b>	<b>100</b>	<b>70</b>
<b>Supplier Total Sum of Rank</b>				<b>3</b>	<b>6</b>	<b>9</b>
1	Savings, Beneficial Electrification Potential & Costs (35 Points)	35		35	35	27.4
Section Total of Scores			Angel Love	35	35	27.4
2	Past Performance/Company Experience (10 points)	10		6.5	4	4.6
			Susan Pokorny	5.7	6.3	5.7
			Georgina (Gigi) Carroll	9	0	2.3
			Phillip Williams	4.7	5.7	5.7
Question Average Score				6.5	4	4.6
3	Professional Experience (5 pts)	5		3.9	3.0	3.9
			Susan Pokorny	4.1	3.5	3.8
			Georgina (Gigi) Carroll	4.7	2.4	4.8
			Phillip Williams	2.8	3.2	3
Question Average Score				3.9	3.0	3.9
4	Ability to Design an Approach and Work Plan (30 Pts)	30		26.4	17.3	22.2
			Susan Pokorny	21.8	19	21
Question Average Score			Georgina (Gigi) Carroll	30	19	24.5
			Phillip Williams	27.5	14	21
Section Total of Scores				26.4	17.3	22.2
5	Program Delivery (15 pts.)	15		12.8	7.8	9.8
			Susan Pokorny	10.5	9.5	10
			Georgina (Gigi) Carroll	15	7	12.5
			Phillip Williams	13	7	7
Question Average Score				12.8	7.8	9.8
6	Jacksonville Small & Emerging Business (5 pts.)	5		2.0	2.0	0.0
			Susan Pokorny	1	1	0
			Georgina (Gigi) Carroll	4	4	0
			Phillip Williams	1	1	0
Section Total of Scores				2	2	0
7	Optional Presentation (35 pts)	35		31.3	26.5	0.0
			Susan Pokorny	32	30	0
			Georgina (Gigi) Carroll	35	30.5	0
			Phillip Williams	27	19	0
Section Total of Scores						
8	Synergy (10 pts)	10		7.3	4.0	1.7
			Susan Pokorny	6	2	5
			Georgina (Gigi) Carroll	10	7	0
			Phillip Williams	6	3	0
Section Total of Scores						

S.No	Question	Weight age	Scorer				
				ICF Resources LLC	CLEAResult	Honeywell International	Resource InnovationsEGIA
				Weighted Scores	Weighted Scores	Weighted Scores	Weighted Scores
Grand Total of Scores				87	80	73	71
Supplier Total Sum of Rank				4	5	9	9
1	Savings, Beneficial Electrification Potential & Costs (35 Points)	35		29.7	32.4	26.3	26.9
Section Total of Scores	Section Total of Scores		Angel Love	29.7	32.4	26.3	26.9
2	Past Performance/Company Experience (10 points)	10		6.9	6.5	5.7	5.4
			Susan Pokorny	5.7	6.8	5.8	7.2
			Georgina (Gigi) Carroll	9.2	6.5	5.3	3.5
			Phillip Williams	5.7	6.2	6	5.5
Question Average Score	Section Total of Scores			6.9	6.5	5.7	5.4
Section Total of Scores				23.08	23.08	23.08	23.08
3	Professional Experience (5 pts)	5		3.8	3.6	4.0	3.3
			Susan Pokorny	3.8	2.7	3.9	3.5
			Georgina (Gigi) Carroll	4.8	4.8	4.8	3.1
			Phillip Williams	2.9	3.2	3.2	3.2
Question Average Score	Section Total of Scores			3.8	3.6	4.0	3.3
Section Total of Scores				13.33	13.33	13.33	13.33
4	Ability to Design an Approach and Work Plan (30 Pts)	30		25.1	20.9	22.5	21.2
			Susan Pokorny	20.2	16.7	20.3	19.7
Question Average Score			Georgina (Gigi) Carroll	30	22.7	25.3	21
			Phillip Williams	25	23.3	22	23
Section Total of Scores	Section Total of Scores			25.1	20.9	22.5	21.2



5	Program Delivery (15 pts.)	15		12.6	11.5	10.2	8.8
			Susan Pokorny	10.7	10	10	9.3
			Georgina (Gigi) Carroll	15	12.3	13.7	9.5
			Phillip Williams	12	12.3	7	7.5
Question Average Score	Section Total of Scores			12.6	11.5	10.2	8.8
6	Jacksonville Small & Emerging Business (5 pts.)	5		2	2.7	0	2
			Susan Pokorny	1	1	0	1
			Georgina (Gigi) Carroll	4	4	0	4
			Phillip Williams	1	3	0	1
Question Average Score	Section Total of Scores			2	3	0	2
7	SYNERGY CRITERIA (10 pts)	10		6.3	2.3	5	4.3
			Susan Pokorny	4	4	3	3
			Georgina (Gigi) Carroll	10	1	9	8
			Phillip Williams	5	2	3	2
	Section Total of Scores						

Scope 1	Evaluator 1 SP	Optional Presentation	Total Evaluation Points	Rank	Evaluator 2 GC	Optional Presentation	Total Evaluation Points	Rank	Evaluator 3 PW	Optional Presentation	Total Evaluation Points	Rank	Average Total Score	Total sum of Rank
	Points		Total Points	Rank	Points		Total Points	Rank	Points		Total Points	Rank	Total	Total
Franklin	83		83	1	86		86	2	75		75	2	81	5
CLEARresult	71		71	3	84		84	3	77		77	1	77	7
ICF	69		69	5	94		94	1	77		77	1	80	7
Resource Innovations	70		70	4	86		86	2	69		69	3	75	9
EGIA	77		77	2	68		68	5	62		62	5	69	12
Honeywell	65		65	6	82		82	4	67		67	4	71	14
Walker-Miller	20		20	7	25		25	6	4		4	6	16	19
Scope 2	Evaluator 1 SP	Optional Presentation	Total Evaluation Points	Rank	Evaluator 2 GC	Optional Presentation	Total Evaluation Points	Rank	Evaluator 3 PW	Optional Presentation	Total Evaluation Points	Rank	Average Total Score	Total sum of Rank
	Points		Total Points	Rank	Points		Total Points	Rank	Points		Total Points	Rank	Total	Total
ICF	70		70	1	92		92	1	78		78	1	80	3
CLEARresult	69		69	2	82		82	2	78		78	1	76	5
Honeywell	67		67	3	71		71	3	68		68	2	69	8
Resource Innovations	64		64	4	30		30	4	50		50	3	48	11
Scope 3	Evaluator 1 SP	Optional Presentation	Total Evaluation Points	Rank	Evaluator 2 GC	Optional Presentation	Total Evaluation Points	Rank	Evaluator 3 PW	Optional Presentation	Total Evaluation Points	Rank	Average Total Score	Total sum of Rank
	Points		Total Points	Rank	Points		Total Points	Rank	Points		Total Points	Rank	Total	Total
ICF	82		82	1	99		99	1	87		87	1	89	3
CLEARresult	63		63	3	77		77	2	79		79	2	73	7
Honeywell	63		63	3	70		70	3	57		57	4	63	10
Resource Innovations	73		73	2	70		70	3	66		66	3	70	8
Scope 2 & 3 Synergy	Evaluator 1 SP	Optional Presentation	Total Evaluation Points	Rank	Evaluator 2 GC	Optional Presentation	Total Evaluation Points	Rank	Evaluator 3 PW	Optional Presentation	Total Evaluation Points	Rank	Average Total Score	Total sum of Rank
	Points	Points	Total Points	Rank	Points	Points	Total Points	Rank	Points	Points	Total Points	Rank	Total	Total
ICF	84	32	116	1	108	35	143	1	90	27	117	1	125	3
Resource Innovations	76	30	106	2	74	30.5	104.5	2	69	19	88	2	100	6
Honeywell	73	0	73	3	72	0	72	3	64	0	64	3	70	9
CLEARresult	0	0	0	4	49	0	49	4	51	0	51	4	33	12
Scope 1,2,3 Synergy	Evaluator 1 SP	Optional Presentation	Total Evaluation Points	Rank	Evaluator 2 GC	Optional Presentation	Total Evaluation Points	Rank	Evaluator 3 PW	Optional Presentation	Total Evaluation Points	Rank	Average Total Score	Total sum of Rank
	Points		Total Points	Rank	Points		Total Points	Rank	Points		Total Points	Rank	Total	Total
ICF	75		75	1	103		103	1	83		83	2	87	4
CLEARresult	74		74	2	84		84	2	82		82	1	80	5
Honeywell	69		69	4	84		84	2	67		67	3	73	9
Resource Innovations	71		71	3	76		76	3	65		65	3	71	9

Customer	JEA
Project Name	MV AR SUBSTATION
Project #	250314
PO#	219782
CO#	1
CO Quote Date	6/3/25
Validity Date	6/3/25
Response Date	6/5/25

**To:** JASON RINEHART  
RINEJA@JEA.COM

**Authorization Response Date**

6/5/25

[illegible]

Schedule Impact	→	N/A	None
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We require your written authorization in order to proceed with these changes. Current Ship date is currently scheduled for 8/14/2025.

Sincerely,

Phone: 713-948-4005  
Email: JOSE.CARREON@POWELLIND.COM

X \_\_\_\_\_  
Customer Authorization (Signature and Date)

Customer	JEA
Project Name	MV AR SUBSTATION
Project #	250314
PO#	219782
CO#	2
CO Quote Date	6/5/25
Validity Date	6/5/25
Response Date	6/9/25

\* taxes not included

6/9/25

[illegible]

*\*Freight Terms for this CO are PrePaid and Added (cost + 15%) unless otherwise specified.*

X \_\_\_\_\_  
Customer Authorization (Signature and Date)



**BOARD RESOLUTION: 2025-35**

June 24, 2025

**A RESOLUTION TO INCREASE THE DOLLAR AMOUNT OF THE EXISTING JEA CONTRACT FOR MANAGED SERVICES PROVIDER (MSP) AND VENDOR MANAGEMENT SOLUTIONS (VMS) FOR CONTINGENT WORKFORCE AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER/MANAGING DIRECTOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BETWEEN JEA AND WORKSPEND, INC. TO INCREASE JEA'S MAXIMUM INDEBTEDNESS UNDER THE CONTRACT TO AN AMOUNT NOT TO EXCEED ONE HUNDRED FIVE MILLION ONE HUNDRED THOUSAND ONE HUNDRED FORTY-SEVEN AND 75/100 DOLLARS (\$105,100,147.75).**

**WHEREAS**, JEA issued Solicitation 142-18 for Participation in an Invitation to Negotiate for MANAGED SERVICES PROVIDER (MSP) AND VENDOR MANAGEMENT SOLUTIONS (VMS) FOR CONTINGENT WORKFORCE, as amended by Addendum Number One dated September 18, 2018, Addendum Number Two dated September 24, 2018, Addendum Number Three dated September 26, 2018, Addendum Number Four September 28, 2018, Addendum Number Five October 3, 2018, Addendum Number Six October 4, 2018, Addendum Number Seven November 19, 2018, (the "ITN"); and

**WHEREAS**, in a publicly noticed meeting, on December 20, 2018, the JEA Awards Committee awarded a contract under the ITN to Workspend, Inc. (Workspend) for five years ending January 31, 2024, with the option of one 1-year renewal; and

**WHEREAS**, on January 4, 2019, JEA and Workspend entered into JEA Contract No. 179272 (the Original Contract) for MANAGED SERVICES PROVIDER (MSP) AND VENDOR MANAGEMENT SOLUTIONS (VMS) FOR CONTINGENT WORKFORCE, attached hereto and incorporated herein, with a maximum indebtedness of EIGHTY-FIVE MILLION FIVE HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED THIRTY-ONE AND 75/100 DOLLARS (\$85,532,231.75); and

**WHEREAS**, on August 21, 2019, JEA and Workspend executed Amendment #1 to the Original Contract, attached hereto and incorporated herein, to amend the Company's Commercial General Liability and Automobile Liability Insurance clauses; and

**WHEREAS**, on November 1, 2019, JEA and Workspend executed Amendment #2 to the Original Contract, attached hereto and incorporated herein, to update and revise the Effective Date of the Original Contract to October 1, 2019, so that the work would start at the beginning of JEA's fiscal year after implementation was complete and expire on September 30, 2024; and

**WHEREAS**, on September 15, 2021, the parties agreed to update the insurance requirements from what was stated in the Original Agreement; and

**WHEREAS**, on October 1, 2021, JEA and Workspend agreed to further revise the insurance requirements stated in Amendment #4 to delete duplicate language which was inadvertently included; and

**WHEREAS**, on January 31, 2023, JEA and Workspend agreed to revise the percent mark-up caps; and

**WHEREAS**, on November 20, 2022, JEA and Workspend agreed to amend the Original Agreement to include language that specifically allows the Staffing Agency's employee to operate and drive JEA vehicles and the procedures in which Company shall flow down for Staffing Agencies to follow, and revise the insurance requirements for supplemental workforce that drive JEA vehicles; and

**WHEREAS**, July 15, 2024, JEA and Workspend agreed to amend the Original Agreement to add definitions related to direct sourcing; and

**WHEREAS**, on August 27, 2024, JEA and Workspend agreed to amend the Original Agreement and add terms related to Independent Contractors; and

**WHEREAS**, on August 29, 2024, the JEA Board of Directors authorized JEA to increase the amount of the Original Agreement in the amount of ELEVEN MILLION SIX HUNDRED SEVENTY-THREE THOUSAND NINE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS (\$11,673,985.00) with a maximum indebtedness of NINETY-SEVEN MILLION TWO HUNDRED SIX THOUSAND TWO HUNDRED SIXTEEN AND 75/100 DOLLARS (\$97,206,216.75), and renew the Term until September 30, 2025; and

**WHEREAS**, on June 24, 2025, JEA wishes to extend its agreement with Workspend for an additional one-year term and to increase the amount of the Original Agreement by SEVEN MILLION EIGHT HUNDRED NINETY-THREE THOUSAND NINE HUNDRED THIRTY-ONE DOLLARS (\$7,893,931.00) for a new total maximum indebtedness of ONE HUNDRED FIVE MILLION ONE HUNDRED THOUSAND ONE HUNDRED FORTY-SEVEN AND 75/100 DOLLARS (\$105,100,147.75); and

**WHEREAS**, on June 24, 2025, the Board of Directors has determined that it is in the best interests of JEA to approve the increase to the Contract and amend the Original Contract to increase the maximum indebtedness as provided herein.

**NOW THEREFORE, BE IT RESOLVED** by the JEA Board of Directors that:

1. The above recitals are incorporated by reference into the body of this resolution and are incorporated as findings of fact.
2. The Board of Directors hereby accepts the increase of the contract with Workspend and authorizes the Chief Executive Officer/Managing Director or her designee to execute an amendment to the Original Contract, as amended, increasing the total maximum indebtedness thereunder to an amount not to exceed ONE HUNDRED FIVE MILLION ONE HUNDRED THOUSAND ONE HUNDRED FORTY-SEVEN AND 75/100 DOLLARS (\$105,100,147.75) and extending the term of the Agreement through September 30, 2026.
3. To the extent there are typographical, clerical, or administrative errors that do not affect the tone, tenor, or context of this resolution, such errors may be corrected without further authorization from the Board of Directors.
4. This Resolution shall be effective immediately upon passage.

Dated this 24th day of June 2025.

  
\_\_\_\_\_  
JEA Board Chair

  
\_\_\_\_\_  
JEA Board Secretary

Form Approved by:

  
\_\_\_\_\_  
Office of General Council

VOTE	
In Favor	
Opposed	
Abstained	

**EXHIBIT A**

**Original Contract & Amendments**





**BOARD RESOLUTION: 2024-44**

August 27, 2024

**A RESOLUTION TO INCREASE THE DOLLAR AMOUNT OF THE EXISTING JEA CONTRACT FOR MANAGED SERVICES PROVIDER (MSP) AND VENDOR MANAGEMENT SOLUTIONS (VMS) FOR CONTINGENT WORKFORCE AND AUTHORIZING THE INTERIM CHIEF EXECUTIVE OFFICER/MANAGING DIRECTOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BETWEEN JEA AND WORKSPEND, INC. TO INCREASE JEA'S MAXIMUM INDEBTEDNESS UNDER THE CONTRACT TO AN AMOUNT NOT TO EXCEED NINETY-SEVEN MILLION TWO HUNDRED SIX THOUSAND TWO HUNDRED SIXTEEN AND 75/100 DOLLARS (\$97,206,216.75).**

WHEREAS, JEA issued a Solicitation 142-18 for Participation in an Invitation to Negotiate for MANAGED SERVICES PROVIDER (MSP) AND VENDOR MANAGEMENT SOLUTIONS (VMS) FOR CONTINGENT WORKFORCE, as amended by Addendum Number One dated September 18, 2018, Addendum Number Two dated September 24, 2018, Addendum Number Three dated September 26, 2018, Addendum Number Four September 28, 2018, Addendum Number Five October 3, 2018, Addendum Number Six October 4, 2018, Addendum Number Seven November 19, 2018, (the "ITN"); and

WHEREAS, in a publicly noticed meeting, on December 20, 2018, the JEA Awards Committee awarded a contract under the ITN to Workspend, Inc. (Workspend) for five years ending January 31, 2024, with the option of one 1-year renewal; and

WHEREAS, on January 4, 2019, JEA and Workspend entered into JEA Contract No. 179272 (the Original Contract) for MANAGED SERVICES PROVIDER (MSP) AND VENDOR MANAGEMENT SOLUTIONS (VMS) FOR CONTINGENT WORKFORCE, attached hereto and incorporated herein, with a maximum indebtedness of EIGHTY-FIVE MILLION FIVE HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED THIRTY-ONE AND 75/100 DOLLARS (\$85,532,231.75); and

WHEREAS, on September 13, 2019, JEA and Workspend executed Amendment #1 to the Original Contract, attached hereto and incorporated herein, to amend the Company's Commercial General Liability and Automobile Liability Insurance clauses; and

WHEREAS, on November 1, 2019, JEA and Workspend executed Amendment #2 to the Original Contract, attached hereto and incorporated herein, to update and revise the Effective Date of the of the Original Contract to October 1, 2019 so that the work would start at the beginning of JEA's fiscal year after implementation was complete and expire on September 30, 2024; and

WHEREAS, on September 1, 2021, the parties agreed to update the Insurance Requirements from what was stated in the Original Agreement; and

WHEREAS October 1, 2021, JEA and Workspend agreed to further revise the Insurance Requirements stated in Amendment #4 to delete duplicate language which was inadvertently included; and

WHEREAS, on January 31, 2023, JEA and WorkSpend agreed to revise the percent mark-up caps; and

WHEREAS, on November 20, 2022, JEA and Workspend agreed to amend the Original Agreement to include language that specifically allows the Staffing Agency's employee to operate and drive JEA vehicles and the procedures in which Company shall flow down for Staffing Agencies to follow, and revise the insurance requirements for supplemental workforce that drive JEA vehicles; and

WHEREAS, July 15, 2024, JEA and Workspend agreed to amend the Original Agreement to add definitions related Direct Sourcing and Independent Contractors; and

WHEREAS, JEA now desires to increase the amount of the Original Agreement in the amount of ELEVEN MILLION SIX HUNDRED SEVENTY-THREE THOUSAND NINE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS (\$11,673,985.00) with a maximum indebtedness of NINETY-SEVEN MILLION TWO HUNDRED SIX THOUSAND TWO HUNDRED SIXTEEN AND 75/100 DOLLARS (\$97,206,216.75), and renew the Term until September 30, 2025.

WHEREAS, the Board of Directors has determined that it is in the best interests of JEA to approve the increase to the Contract and amend the Original Contract to increase the maximum indebtedness as provided herein.

NOW THEREFORE, BE IT RESOLVED by the JEA Board of Directors that:


1. The above recitals are incorporated by reference into the body of this resolution and are incorporated as findings of fact.
2. The Board of Directors hereby accepts the increase of the contract with Workspend and authorizes the Interim Chief Executive Officer/Managing Director or her designee to execute an amendment to the Original Contract, as amended, increasing the total maximum indebtedness thereunder to an amount not to exceed NINETY-SEVEN MILLION TWO HUNDRED SIX THOUSAND TWO HUNDRED SIXTEEN AND 75/100 DOLLARS (\$97,206,216.75) and extending the term of the Agreement through September 30, 2025.
3. To the extent there are typographical, clerical, or administrative errors that do not affect the tone, tenor, or context of this resolution, such errors may be corrected without further authorization from the Board of Directors.
4. This Resolution shall be effective immediately upon passage.

Dated this 27th day of August, 2024.

  
\_\_\_\_\_  
JEA Board Chair

  
\_\_\_\_\_  
JEA Board Secretary

Form Approved by:

  
\_\_\_\_\_  
Office of General Counsel

VOTE	
In Favor	5
Opposed	0
Abstained	0



Date: 12/20/2018Item# 3

## Formal Bid and Award System

CPA 179272

Award #3 December 20, 2018

**Type of Award Request:** INVITATION TO NEGOTIATE (ITN)  
**Request #:** 6347  
**Requestor Name:** Pleasants, Lisa L. - Procurement Category Manager  
**Requestor Phone:** (904) 665-7850  
**Project Title:** Managed Services Provider (MSP) & Vendor Management Solution (VMS) for Contingent Workforce  
**Project Number:** Various  
**Project Location:** JEA  
**Funds:** Capital and O&M  
**Budget Estimate:** \$90,000,000.00

### Scope of Work:

JEA currently utilizes six (6) contracts with various staffing agencies to support the need for contingent workers. In order to centralize the reporting, get a better understanding of market data and improve management of the entire procure to pay process JEA wishes to implement a Managed Services Provider (MSP) and a Vendor Management Solution (VMS). JEA expects improved efficiencies and direct savings as a result of this new program.

**JEA IFB/RFP/State/City/GSA#:** 142-18  
**Purchasing Agent:** Selders, Elaine Lynn  
**Is this a ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
WORKSPEND, INC.	Manoj Agarwal	manoj@workspend.com	101 Hudson St, Suite 1900 Jersey City, NJ	(800) 770-5973	\$85,532,231.75

**Amount for entire term of Contract/PO:** \$85,532,231.75  
**Award Amount for remainder of this FY:** \$11,404,297.57  
**Length of Contract/PO Term:** Five (5) Years w/ One - 1-Yr. Renewal  
**Begin Date (mm/dd/yyyy):** 02/01/2019  
**End Date (mm/dd/yyyy):** 1/31/2024  
**Renewal Options:** YES - One - 1-Yr. Renewal  
**JSEB Requirement:** N/A - Optional



**BIDDERS:**

Name	Original Staffing Goal Markup	Original MSP Markup	Original VMS Markup	Proposal Score	Proposal Rank
RANDSTAD NORTH AMERICA	23.41%	2.15%	0.65%	73.26	1
KNOWLEDGE SERVICES	40.00%	3.00%	1.00%	73.20	2
WORKSPEND, INC.	21.00%	1.00%	0.65%	73.11	3
PONTOON	33.75%	3.00%	1.00%	64.88	4
ZEROCHAOS	34.50%	2.50%	0.50%	63.70	5
ATRIUM	32.15%	2.20%	0.65%	47.83	6
NTECH (SMRTPASS)	27.96%	3.45%	0.80%	42.90	7

Name	BAFO Staffing Goal Markup	BAFO MSP Markup	BAFO VMS Markup	Presentation and BAFO Proposal Score	BAFO Rank
WORKSPEND, INC.	21.00%	1.00%	0.65%	119.23	1
KNOWLEDGE SERVICES	39.00%	3.00%	0.60%	101.20	2
RANDSTAD NORTH AMERICA	22.01%	2.15%	0.65%	101.64	3

**Background/Recommendations:**

Advertised 09/18/2018. Optional Pre-response meeting held 09/24/2018. At Response opening, JEA received seven (7) Responses. Workspend Inc., Randstad North America and Knowledge Services were short-listed and invited to give presentations on 11/14/2018. Upon completion of the presentations, they were invited to submit Best and Final Offers (BAFO). JEA evaluated the companies on Percentage of Markup, Past Experience, Design Approach and Presentations and deemed Workspend Inc. the highest evaluated Responsive and Responsible Respondent. A copy of the BAFO Response Form is attached as backup.

A Managed Services Provider (MSP) will be in charge of all contingent workers for JEA. They will contract directly with various staffing agencies and those staffing agencies will compete for positions as they become available. This new contingent workforce model will provide JEA with better talent at the best overall cost. The MSP will utilize a Vendor Management Solution (VMS) to manage the overall process, from JEA approval of a new contingent worker to time card management and payment.

In order to prevent disruptions in the current workforce, the MSP will convert the existing staffing agencies to the program first. The existing workforce will still work for their staffing agencies at their current rates. The only difference will be the staffing agencies will hold contracts with the MSP instead of JEA. As a position is vacated or when a new position is needed, JEA will create a requisition through the VMS tool and it will go through the necessary JEA approvals. Then, the MSP will advertise that position to multiple staffing agencies. Those staffing agencies will submit applicants for the position. The MSP will review rates and qualifications and submit a shortlist of applicants to the JEA requisitioner who will choose to select an applicant or move on to an interview phase if desired. Then the MSP will ensure the chosen applicant passes any applicable background/drug screenings required by JEA and complete the onboarding process for badging and any other JEA requirements.



In the past, contracts have been awarded to staffing agencies based on the markup percentages that staffing agencies charge. For instance, JEA currently pays 23.41% markup on pay rates for new hires on the Randstad standard staffing contract, and 33% markup on pay rates for new hires on the Aerotek customer call center staffing contract. Going forward, the MSP will manage the staffing agency markups and charge a small MSP and VMS fee. Workspend Inc. has set an overall markup goal of 21%, plus 1.65% markup for the MSP and VMS fees. JEA will require the MSP to reach this goal within one (1) year of the program implementation. Workspend Inc. estimates a twelve (12) week implementation period. The costs will be monitored over the first year, and savings will be calculated as the new reduced markup is applied. The total projected savings on mark-up for years two (2) – five (5) is \$994,001.90.

In addition to the traditional hiring model, there are a number of contingent workers at JEA who work for 3<sup>rd</sup> party staffing agencies that are subcontracted by Randstad and Aerotek. In those cases, JEA is paying an additional markup ranging from 4% - 5%. With this new MSP model, that additional markup is eliminated and those various 3rd party staffing agencies will contract directly with the MSP. This 3rd party markup reduction represents an immediate annual savings of \$107,456.35, or \$537,281.75 for the five (5) year contract period.

The JEA Procurement Category Manager will manage this contract and track savings as they occur. The savings will come from various initiatives including improved rates through increased competition, reduced markup, reduced turnover, and reduced extra costs such as overtime and holiday/vacation pay. See attached savings spreadsheet for more details. The MSP will also work with JEA Talent Acquisition to assist with temp-to-hire strategies. The total savings for the five (5) year term equates to \$1,531,283.65.

142-18 - Request approval to award a five (5) year contract to Workspend, Inc. for Managed Services Provider (MSP) services and a Vendor Management Solution (VMS) in the amount of \$85,532,231.75, subject to the availability of lawfully appropriated funds.

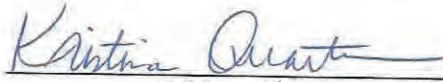
**Director:** McCollum, Jenny Gleeson – Dir, Procurement Services  
**VP:** McCarthy, John P. – VP & Chief Supply Chain Officer

**APPROVALS:**

 12/20/18

**Chairman, Awards Committee**

**Date**

 12-20-18

**Manager, ~~Capital Budget Planning~~ Operating Budgets**

**Date**