

**CONTRACT
BETWEEN
JEA
AND**

JEA CONTRACT # _____

THIS CONTRACT is executed as of this _____ day of _____ 2014 (the “Effective Date”), by and between **JEA**, a body politic and corporate, with its principal address at 21 W. Church Street, Jacksonville, FL 32202, in Duval County, Florida (“JEA”), and _____, a corporation existing under the Laws of the Florida with its principal office located at _____ (“Company”).

WITNESSETH

WHEREAS, pursuant to the JEA Procurement Code, JEA is authorized to procure goods and services; and

WHEREAS, JEA has solicited bids and Company has submitted a bid for the (insert type of services being provided) (the “Work”); and

WHEREAS, said bid has been accepted by JEA as the lowest responsive and responsible bid for the Work;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

AGREEMENT

- 1) JEA hereby engages the Company and the Company hereby accepts said engagement for the performance of the Work as described in (i) JEA Solicitation # _____, designated as “_____” as modified by Addendum 1 dated _____, and Addendum Number 2 dated _____, (collectively, the “IFB”), and (ii) the Company’s Bid Form dated, _____, attached hereto as Exhibit A (the “Bid Form”).
- 2) The Work shall be performed strictly in accordance with the IFB, this Contract, the Bid Form and all Purchase Orders issued pursuant to this Contract (collectively, the “Contract Documents”), all of which are hereby specifically made part hereof by reference to the same extent as if fully set out herein, in the sum of not to exceed

_____ and /100 Dollars (\$_____._) (the “Maximum Indebtedness”) at and for the prices and on the terms contained in the Contract Documents and **Exhibit A**.

- 3) This Contract shall commence on the Effective Date, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for three (3) years, or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA’s sole option to renew this Contract for an additional year. Please note, JEA typically does not renew.
- 4) On faithful performance of this Contract, JEA will pay the Company in accordance with the terms and on the conditions stated in the Contract Documents.
- 5) All notices required or permitted under this Contract shall be in writing and shall be deemed received upon receipt. Notices shall be addressed by a party to the other party as follows:

In the case of JEA:

JEA
Attn: _____
21 W. Church Street, _____
Jacksonville, FL 32202

and to:

JEA
Attn: Heather Beard, Procurement Contract Administrator
21 W. Church St. CC-6
Jacksonville, FL 32202
Ph: 904-665-7606

In the case of Company:

Either party may change its address from time to time upon prior written notice to the other specifying the effective date of the new address.

- 6) This Contract, after the initial year, shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the contract term.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the day and year first above written.

ATTEST:

(Company Name)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

JEA

By: _____

By: _____

Name: _____

John McCarthy

Title: _____

Director, Supply Chain Management

Date: _____

Date: _____

Approved by the JEA Awards Committee on Thursday, _____, Award Item No.

EXHIBIT A