

**Solicitation  
For Participation in  
Fire Resistant Clothing**



**Jacksonville, FL**

**Request for Proposal (RFP) Number 84676**

**Proposals are due on August 26, 2016 by 12:00 PM EST**

**E-Mail Proposals to Daniel Kruck [krucdr@jea.com](mailto:krucdr@jea.com)**

## Table of Contents

1.	SOLICITATION .....	5
1.1.	INVITATION .....	5
1.2.	SCOPE OF WORK.....	5
1.3.	QUESTIONS .....	5
1.4.	INVITATION (RFP).....	5
1.5.	MINIMUM QUALIFICATIONS FOR ELIGIBILITY TO PROPOSAL.....	6
1.5.1.	REQUIRED FORMS TO SUBMIT WITH PROPOSAL.....	6
1.6.	EVALUATION METHODOLOGY .....	7
1.6.1.	EVALUATED PROPOSAL.....	7
1.6.2.	SELECTION CRITERIA .....	7
1.6.1.	TIE.....	8
1.7.	NUMBER OF CONTRACTS TO BE AWARDED .....	8
2.	CONTRACT TERMS AND CONDITIONS.....	8
2.1.	CONTRACT DOCUMENT AND TERMS AND CONDITIONS .....	8
2.2.	DEFINITIONS.....	8
2.2.1.	DEFINITIONS .....	8
2.2.2.	ADDENDUM/ADDENDA .....	9
2.2.3.	ANNIVERSARY DATE .....	9
2.2.4.	AWARD .....	9
2.2.5.	PROPOSAL DOCUMENTS .....	9
2.2.6.	PROPOSAL OR PROPOSAL .....	9
2.2.7.	PROPOSAL PRICE.....	9
2.2.8.	PROPOSER OR PROPOSER.....	9
2.2.9.	CHANGE ORDER .....	9
2.2.10.	COMPANY .....	9
2.2.11.	COMPANY REPRESENTATIVE.....	10
2.2.12.	COMPANY SUPERVISOR.....	10
2.2.13.	CONTRACT .....	10
2.2.14.	CONTRACT ADMINISTRATOR.....	10
2.2.15.	CONTRACT DOCUMENTS.....	10
2.2.16.	CONTRACT PRICE .....	10
2.2.17.	DEFECT .....	10
2.2.18.	DELIVERY-RFP.....	10
2.2.19.	HOLIDAYS .....	11

2.2.20.	INVOICE .....	11
2.2.21.	JEA .....	11
2.2.22.	JEA REPRESENTATIVES.....	11
2.2.23.	PURCHASE ORDER (PO).....	11
2.2.24.	QUALITY ASSURANCE.....	11
2.2.25.	QUALITY CONTROL .....	11
2.2.26.	SOLICITATION .....	11
2.2.27.	SUBCONTRACTOR .....	11
2.2.28.	TERM.....	11
2.2.29.	UNIT PRICES .....	12
2.2.30.	WORK OR SCOPE OF SERVICES .....	12
2.3.	CONTRACT DOCUMENTS .....	12
2.3.1.	CONTRACT TERM.....	12
2.3.2.	TERMINATION FOR CONVEINCE.....	12
2.3.3.	TERMINATION FOR DEFAULT .....	12
2.3.4.	ORDER OF PRECEDENCE .....	13
2.3.5.	PAYMENT METHOD – MONTHLY .....	14
2.3.6.	INVOICING AND PAYMENT TERMS .....	14
2.3.7.	JSEB - INVOICING AND PAYMENT .....	14
2.3.8.	COST SAVINGS PLAN .....	14
2.3.9.	DISCOUNT PRICING .....	15
2.3.10.	OFFSETS .....	15
2.3.11.	TAXES .....	15
2.4.	WARRANTIES AND REPRESENTATIONS .....	15
2.5.	CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION .....	16
2.5.1.	PROPRIETARY INFORMATION .....	16
2.5.2.	PUBLICITY AND ADVERTISING .....	16
2.6.	LABOR .....	16
2.6.1.	NONDISCRIMINATION .....	16
2.6.2.	PUBLIC RECORDS LAWS .....	16
2.6.3.	LEGAL WORKFORCE .....	18
2.6.4.	PROHIBITED FUTURE EMPLOYMENT.....	18
2.7.	COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT .....	18
2.7.1.	COMPANY REPRESENTATIVES .....	18
2.7.2.	FORCE MAJEURE .....	18

2.8.	VENDOR PERFORMANCE EVALUATION .....	19
2.8.1.	VENDOR PERFORMANCE EVALUATION .....	19
2.9.	MISCELLANEOUS PROVISIONS .....	20
2.9.1.	AMBIGUOUS CONTRACT PROVISIONS .....	20
2.9.2.	AMENDMENTS .....	20
2.9.3.	APPLICABLE STATE LAW; VENUE; SEVERABILITY .....	21
2.9.4.	CUMULATIVE REMEDIES .....	21
2.9.5.	ENTIRE AGREEMENT .....	21
2.9.6.	EXPANDED DEFINITIONS .....	21
2.9.7.	HEADINGS .....	21
2.9.8.	LANGUAGE AND MEASUREMENTS .....	21
2.9.9.	NONEXCLUSIVE .....	21
2.9.10.	REFERENCES .....	21
2.9.11.	SEVERABILITY .....	22
2.9.12.	RELATIONSHIP OF THE PARTIES .....	22
2.9.13.	SUBCONTRACTING OR ASSIGNING OF CONTRACT .....	22
2.9.14.	SURVIVAL .....	22
2.9.15.	TIME AND DATE .....	22
2.9.16.	TIME OF ESSENCE .....	23
2.9.17.	USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE .....	23
2.9.18.	WAIVER OF CLAIMS .....	23
3.	TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK .....	23
3.1.	TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK (APPENDIX A) .....	23
4.	FORMS .....	23
4.1.	FORMS (APPENDIX B) .....	23

## Solicitation

### 1. SOLICITATION

#### 1.1. INVITATION

#### 1.2. SCOPE OF WORK

The purpose of this solicitation is to obtain Hazard Risk Category (HRC) 2 Fire Resistant (FR) Clothing (the “Clothing”) for JEA field employees at our Westside and Southside Service Centers. The Clothing will have a minimum Arc Rating of 8 Cal/Cm<sup>2</sup>. All shirts should have a material weight of 9 oz. or less and all pants should have a material weight of 14 oz. or less.

The Clothing listed in the Proposal should only include the following brands:

- a. Workrite
- b. Ariat
- c. Techgen
- d. Lapco
- e. Dragonwear

Further information can be found in Appendix A Technical Specifications.

#### 1.3. QUESTIONS

All questions must be submitted in writing to the JEA Buyer listed below at least five (5) business days prior to the opening date. Questions received within five (5) business days prior to the opening date will not be answered.

##### For Procurement Related Questions:

Buyer: Daniel Kruck  
E-mail: [krucdr@yahoo.com](mailto:krucdr@yahoo.com)

##### For Technical Questions:

Contact: Walter Hiscox  
E-mail: [hiscwg@jea.com](mailto:hiscwg@jea.com)

#### 1.4. INVITATION (RFP)

You are invited to submit a Proposal in response to the Request for Proposal (RFP) noted below:

**JEA RFP Title: Fire Resistant Clothing**

**JEA RFP Number: 84676**

To obtain more information about this RFP, download a copy of the RFP, PDF quality drawings (if applicable) and any required forms at [jea.com](http://jea.com).

**Proposal Due Time: 12:00 PM EST- ALL LATE PROPOSALS WILL BE REJECTED.**

**Proposal Due Date: August 26, 2016**

All Proposals shall be submitted on the appropriate Proposal forms that are included in this RFP and are also available at jea.com. All Proposals submitted electronically shall reference the RFP Title in the subject line of the email.

Please submit the Proposal Form and other related documentation to:

Buyer Name: Daniel Kruck  
Buyer Email: krucdr@jea.com

The Proposer shall be solely responsible for delivery of its Proposal to the JEA Buyer. **NO LATE PROPOSALS WILL BE ACCEPTED.**

**1.5. MINIMUM QUALIFICATIONS FOR ELIGIBILITY TO PROPOSAL**

Proposer shall have the following minimum qualifications to be considered eligible to Proposal in response to this Request for Quote.

- Proposer must have two (2) similar contracts in the last three (3) years ending June 30, 2016.
  - A similar contract is defined as a contract with a minimum annual spend of \$50,000 and for a minimum of 800 pieces of fire resistant clothing articles per year.
- In order to qualify for this Proposal all Proposers must have a current and established commercial retail space within the JEA service territory.
  - This commercial retail space should have areas designated to display products and fitting room(s) where clothing can be properly sized.

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

**1.5.1. REQUIRED FORMS TO SUBMIT WITH PROPOSAL**

To submit a Proposal in response to this RFP, all of the forms listed below must be completed and submitted as part of the Proposal. The Proposer must obtain the required forms, other than the Proposal Form, Proposal Workbook, and the Minimum Qualification Form which is attached, by downloading them from JEA.com. If the Proposer fails to complete or fails to submit one or more of the required forms, the Proposal shall be rejected.

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

- Company's Proposal
- Proposal Form (Found in Appendix B)
- Quotation of Rates (Found in Appendix B)
- Services Questionnaire (Found in Appendix B)
- Minimum Qualifications Form (Found in Appendix B)
- List of Subcontractors (if any)

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

JEA also requires the following documents to be submitted prior to issuance of a JEA Purchase Order or Blanket Purchase Agreement. A Proposal will not be rejected if these forms are not submitted at the Proposal Due Time and Date. However, failure to submit these documents prior to awarding work could result in Proposal rejection.

- o Conflict of Interest Certificate Form
- o Insurance Certificate
- o W-9
- o Evidence of active registration with the State of Florida Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org))

## **1.6. EVALUATION METHODOLOGY**

### **1.6.1. EVALUATED PROPOSAL**

JEA will use the "Selection Criteria" listed below to evaluate the Proposals. JEA may make its Award decision based solely upon the information submitted in the Proposals. JEA may also choose to have one or more Proposer make presentations to representatives of JEA. It is always in the best interest of the Proposer to provide informative, concise, well-organized technical and business information relative to the Work, in both the initial submittal of its Proposal and in any subsequent submittals. **Please note, JEA may reject Proposals that request material changes or take exceptions to JEA commercial terms and conditions.**

### **1.6.2. SELECTION CRITERIA**

#### **1.6.2.1. PRICE (35 Points)**

##### **TOTAL AVERAGE PRICE (35 Points)**

Proposer shall complete the Proposal Workbook in Appendix B and enter the total average price for all clothing garments listed on the Proposal Form. The Proposer with the lowest total average price will receive 35 points and remaining Proposers will be based on the following formula:  $35 * (\text{low proposer})$ .

#### **1.6.2.2. CLOTHING SELECTION (35 Points)**

Each garment style listed in Appendix B Proposal Workbook will be graded as listed below and in the Evaluation Matrix. For a Proposer to receive points garments must be quoted under \$65.00 each. Each line item below is worth five (5) points.

- Long Sleeve T-Shirts (No Collar) – Four (4) options
- Henley Shirts (Long Sleeve Only) – Four (4) options
- Button Down Shirts (Long Sleeve Only) – Nine (9) options
- Polo Shirts (Long Sleeve Only) – Two (2) options
- Jeans/Denim Pants – Nine (9) options
- Cargo Pants – Four (4) options
- Dress/Work Pants – Six (6) options

#### **1.6.2.3. SERVICES QUESTIONNAIRE AVAILABILITY (15 Points)**

Points will be given for yes answers, and zero (0) points for no answers, as detailed below based on the responses in Appendix B Optional Services form.

- Will a JEA specific catalog be made available online? – two (2) points
- Can JEA approved order be placed online? – two (2) points

- Will JEA employees be able to purchase approved items in excess of \$65.00 by paying the difference in cost? – two (2) points
- Will Company handle all returns due to product defect directly with the manufacturer? – three (3) points
- Can JEA drop off damaged clothing for an estimated repair charge using FR thread? – three (3) points
- If offered, will the repairs using FR thread be done in-house without the use of a third party vendor? – three (3) points

#### **1.6.2.4. PAST PERFORMANCE (15 Points)**

The Proposer shall provide information regarding two (2) similar contracts completed in the past three (3) years, ending June 30, 2016. The contracts can be the same as the ones submitted for the minimum qualifications.

Each contract should at a minimum list the following:

- Name of Client/Customer with contact information that should include
- Name and title of Contact
- Contact's phone number and email address
- Contract Title
- Contract Cost
- Brief contract description (no more than 1 page)

#### **1.6.1. TIE**

In addition to the above, JEA has a database evidencing the amount of work previously given to each company. Said criteria will be considered in the event of a tie. In order for new companies to be given opportunity to work with JEA, extra points shall be given to those companies who have not done business with JEA in the past.

#### **1.7. NUMBER OF CONTRACTS TO BE AWARDED**

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

### **2. CONTRACT TERMS AND CONDITIONS**

#### **2.1. CONTRACT DOCUMENT AND TERMS AND CONDITIONS**

Provided below are the Contract terms and conditions that will be incorporated by reference in the Contract Document executed by the Company and JEA. The Contract Document will incorporate by reference the terms contained in the Solicitation portion of this document provided in Section 1, the Contract Terms provided in Section 2; and the Technical Specifications provided in Section 3. An example of the Contract that the Company will be required to execute is available for review at [jea.com](http://jea.com).

#### **2.2. DEFINITIONS**

##### **2.2.1. DEFINITIONS**

Words and terms defined in this section shall have the same meaning throughout all parts of this Solicitation and Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization. The "Technical Specifications" portion of this Solicitation may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in this Solicitation



and/or Contract Documents, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

#### **2.2.2. ADDENDUM/ADDENDA**

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

#### **2.2.3. ANNIVERSARY DATE**

The date which is twelve (12) months after the effective date of the Contract, and each date which is twelve (12) months after an Anniversary Date that occurs while the Contract is in effect.

#### **2.2.4. AWARD**

The written approval of the JEA Awards Committee that the procurement process for the purchase of the Work was in accordance with the JEA Procurement Code and Florida Statutes. Once an Award is approved, JEA will either issue a Purchase Order or execute a Contract with the successful Proposer or proposer.

#### **2.2.5. PROPOSAL DOCUMENTS**

The forms required to be submitted to JEA as the Company's offer to perform the Work or Services described herein. The Proposal Documents can include, but is not limited to, the Proposal Form, Proposal Workbook, Minimum Qualifications Form, certifications and/or other required submittals. The Proposal Documents may also be referred to as the "Proposal Form".

#### **2.2.6. PROPOSAL OR PROPOSAL**

The document describing the Proposer's offer submitted in response to this Solicitation. Proposal and Proposal shall be considered synonymous for the purpose of this Contract.

#### **2.2.7. PROPOSAL PRICE**

The total dollar amount of the Proposer's offer to successfully perform the Work or Services in accordance with the Contract Documents.

#### **2.2.8. PROPOSER OR PROPOSER**

The respondent to this Solicitation. Proposer and Proposer shall be considered synonymous for the purpose of this Solicitation.

#### **2.2.9. CHANGE ORDER**

A written order issued after execution of the Contract to the Company signed by the Contract Administrator, or his designated representative, authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. Change Orders do not authorize expenditures greater than the monies encumbered by JEA, which is shown on the associated Purchase Order(s). An executed Change Order resolves all issues related to price and time for the Work included in the Change Order. A Change Order that involves a material change to the Contract may result in a Contract Amendment.

#### **2.2.10. COMPANY**

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Company" is used it shall also include permitted assigns. Prime Contractor, Contractor, Vendor, Supplier and Company shall be considered synonymous for the purpose of the Contract.

#### **2.2.11. COMPANY REPRESENTATIVE**

The individual responsible for representing the Company in all activities concerning the fulfillment and administration of the Contract.

#### **2.2.12. COMPANY SUPERVISOR**

The individual, employed or contracted by the Company, to manage the Work on a day-to-day basis and ensure the Work is performed according to the Contract. The Company Supervisor may be authorized by the Company Representative to act on Contract matters. Such authorization shall be in writing and delivered to the Contract Administrator and shall clearly state the limitations of any such authorization. In the event that the Company Supervisor and the Company Representative is the same person, the Company shall notify the Contract Administrator of such situation.

#### **2.2.13. CONTRACT**

An agreement between JEA and the Company, signed by both parties, which incorporates all the Contract Documents. The Contract shall not be altered without an Amendment to the Contract and executed by JEA and the Company, or a JEA issued Change Order.

#### **2.2.14. CONTRACT ADMINISTRATOR**

The individual assigned by JEA to have authority to administer the Contract, including the authority to negotiate all elements of the Contract with the Company, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of JEA in all matters regarding the Contract. The Contract Administrator may authorize JEA Representative in writing to make minor changes to the Work with the intent of preventing Work disruption.

#### **2.2.15. CONTRACT DOCUMENTS**

Contract Documents, also referred to as the "Contract" means the executed Contract, all Solicitation documents and Proposal Documents as further described in the Section of the Solicitation titled "Contract Documents", and any written Change Orders, amendments or Purchase Orders executed by JEA, and insurance and/or bonds as required by the Contract.

#### **2.2.16. CONTRACT PRICE**

The total amount payable to the Company during the initial Term of the Contract. However, this amount is not a guaranteed amount. Also referred to as the "Maximum Indebtedness" of JEA.

#### **2.2.17. DEFECT**

Work that fails to reach Acceptance, or Work that fails meet the requirements of any required test, inspection or approval, and any Work that meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents.

#### **2.2.18. DELIVERY-RFP**

The time at which JEA receives the Work on site and gives written Acceptance. If Company does not receive written Acceptance within 90 days after JEA's receipt of the work at JEA's site, then the Work will automatically be considered Accepted.

#### **2.2.19. HOLIDAYS**

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

#### **2.2.20. INVOICE**

A document seeking payment to Company from JEA for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Company's name and address, a description of the product(s) or service(s) rendered, a valid JEA PO number, the amount payable, the Unit Price, the payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents.

#### **2.2.21. JEA**

JEA on its own behalf, and when the Work involves St. Johns River Power Park (SJRPP), as agent for Florida Power and Light Company (FPL). JEA and FPL are co-owners of SJRPP.

#### **2.2.22. JEA REPRESENTATIVES**

The Contract Administrator, Contract Inspector, Contract Administrator's Representative, JEA Engineer, Field Engineer, Project Manager, and other persons designated by the Contract Administrator as JEA Representatives acting in a capacity related to the Work or Contract under the authority of the Contract Administrator.

#### **2.2.23. PURCHASE ORDER (PO)**

A commercial document issued by JEA, authorizing work, indicating types, quantities, and agreed prices for products or services the Company will provide to JEA. Sending a PO to a Company constitutes a legal offer to buy products or services. The words "Purchase Order" are clearly marked across the top, a PO number is used for reference and invoicing purposes, includes an authorized JEA signature, and states the dollar amount of the lawfully appropriated funds.

#### **2.2.24. QUALITY ASSURANCE**

Actions that JEA takes to assess the Company's performance under the Contract.

#### **2.2.25. QUALITY CONTROL**

Actions that the Company takes to ensure it successfully completes the Work in full accordance with the Contract Documents.

#### **2.2.26. SOLICITATION**

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

#### **2.2.27. SUBCONTRACTOR**

A provider of services performing Work under contract for the Company.

#### **2.2.28. TERM**

The period of time during which the Contract is in force or until the Contract's Maximum Indebtedness is reached, whichever occurs first.

### **2.2.29. UNIT PRICES**

The Proposer's charges to JEA for the performance of each respective unit of Work as defined on the Proposal Documents, Proposal Workbook, Proposal Form or in the Contract Documents.

### **2.2.30. WORK OR SCOPE OF SERVICES**

Work includes as defined in the Contract Documents all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

## **2.3. CONTRACT DOCUMENTS**

### **2.3.1. CONTRACT TERM**

The Contract shall be in force for one (1) year from the date of the initial Purchase Order with an option for two (2) one (1) year renewals.

### **2.3.2. TERMINATION FOR CONVEINCE**

JEA shall have the absolute right to terminate the Contract in whole or part, with or without cause, at any time after the Award effective date upon written notification of such termination.

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or has become obligated prior to receiving JEA's notice of termination.

Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

JEA will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents.

### **2.3.3. TERMINATION FOR DEFAULT**

JEA may give the Company written notice to discontinue all Work under the Contract in the event that:

- The Company assigns or subcontracts the Work without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents;

- The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- The Company breaches any of the representations or warranties;
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to JEA; or
- Any material change in the financial or business condition of the Company.

If within fifteen (15) days after service of such notice upon the Company an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work, then JEA may declare Company to be in default of the Contract.

Once Company is declared to be in default, JEA will charge the expenses of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JEA upon receipt of notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JEA has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Company regarding its performance prior to default by Company for performance related issues.

JEA shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

#### **2.3.4. ORDER OF PRECEDENCE**

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

- o Executed Contract Amendments
- o Exhibits to Contract Documents
- o Executed Contract Documents
- o Purchase Order(s)
- o Addenda to JEA Solicitation
- o Drawings associated with this Solicitation
- o Exhibits and Attachments to this Solicitation
- o Technical Specifications associated with this Solicitation
- o This Solicitation
- o Proposal Documents
- o References

The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. The Company shall perform any Work that may reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

#### **2.3.5. PAYMENT METHOD – MONTHLY**

Monthly - Company shall Invoice JEA monthly for all purchases that were delivered to and received JEA Acceptance in the previous month.

#### **2.3.6. INVOICING AND PAYMENT TERMS**

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

JEA Accounts Payable  
P.O. Box 4910  
Jacksonville, FL 32201-4910

JEA will pay the Company the amount requested within thirty (30) calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

JEA may reject any Invoice or Application for Payment within twenty (20) calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Company the revised amount within 10 days.

JEA may withhold payment if the Company is in violation of any conditions or terms of the Contract Documents.

In the case of early termination of the Contract, all payments made by JEA against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Company. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to JEA within ten (10) days of determination or written notice.

#### **2.3.7. JSEB - INVOICING AND PAYMENT**

If the Company utilizes JSEB certified firms, regardless of whether these Contract Documents require or encourage the use of such firms, the Company shall Invoice for and report the use of JSEB certified firms according to the format and guidelines established by the City of Jacksonville.

#### **2.3.8. COST SAVINGS PLAN**

During the Term of this Contract, JEA and Company are encouraged to identify ways to reduce the total cost to JEA related to the Work provided by the Company ("Cost Savings Plan"). JEA and Company may negotiate Amendments to this Contract that support and allow such reductions in total costs including, but not limited to, the sharing of savings resulting from implementation of cost-reducing initiatives between JEA and Company. The decision to accept any cost savings plan shall be in the sole discretion of JEA, and JEA shall not be liable to Company for any cost that may be alleged to be related to a refusal to accept a Cost Savings Plan proposed by Company.

### **2.3.9. DISCOUNT PRICING**

JEA offers any or all of the following option payment terms, one of which may be executed at the request of the Company by sending an email to the JEA Buyer listed in this Solicitation:

- o 1% 20, net 30
- o 2% 10, net 30
- o 3% 5, net 30

Company may request alternate payment terms for JEA's consideration, however, alternate payment terms are not effective until acceptance by JEA in writing. Please note, all payment dates are calculated from the date of the Invoice receipt by JEA's Accounts Payable.

### **2.3.10. OFFSETS**

In case the Company is in violation of any requirement of the Contract, JEA may withhold payments that may be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this and any other Company Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

### **2.3.11. TAXES**

JEA is authorized to self-accrue the Florida Sales and Use Tax and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

## **2.4. WARRANTIES AND REPRESENTATIONS**

The Company warrants that the goods furnished by the Company shall be free from defects in material and fabrication for a period of not less than ninety (90) days from the date of Delivery at the JEA site.

THE FOREGOING EXPRESSED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES. COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. JEA'S REMEDY FOR BREACH OF ANY WARRANTY MADE BY COMPANY IN CONNECTION WITH THE PURCHASE OF ANY GOODS HEREUNDER, shall be the right to require Company to repair or, at JEA's option, to replace, any defective goods. Company shall not be responsible for labor associated with disassembly, installation or replacement of goods unless the Company performed the original disassembly, installation or replacement of those goods.

JEA'S REMEDY FOR THE BREACH OF ANY WARRANTY MADE BY COMPANY IN CONNECTION WITH THE PURCHASE OF ANY SERVICES HEREUNDER, shall be to require the Company to correct such Defect at Company's sole expense.

In the event that JEA determines the repair or replacement of the defective goods or the correction of the defective services is an ineffective remedy, JEA'S remedy is the right to recover the amount paid to Company for the defective goods or services. JEA must return the defective goods to Company, if so requested by Company. Written notice specifying the particular defect in the goods or services must be given promptly by JEA to the Company.

**If the Work includes items covered under a manufacturer's or subcontractor's warranty that exceeds the requirements stated herein, Company shall transfer such warranty to JEA. Such warranties do not in any way limit the warranty provided by the Company to JEA.**

## **2.5. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION**

### **2.5.1. PROPRIETARY INFORMATION**

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. All information furnished by JEA will be returned to JEA upon completion of the Work.

### **2.5.2. PUBLICITY AND ADVERTISING**

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

## **2.6. LABOR**

### **2.6.1. NONDISCRIMINATION**

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. The Company agrees that on written request, it will allow JEA reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one year from the effective date of this Contract.

The Company shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:

- o The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
- o The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
- o The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

The Company agrees that if any of the Work of this Contract will be performed by a Subcontractor, then the provisions of this subsection shall be incorporated into and become a part of the subcontract.

### **2.6.2. PUBLIC RECORDS LAWS**

#### **Access to Public Records**

All Documents, data and other records received by JEA in connection with the Contract are public records and available for public inspection unless specifically exempt by law. The Company shall allow public access to all documents, data and other records made or received by the Company in connection with the Contract unless the records are exempt from Section 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. JEA may unilaterally terminate the Contract if the Company refuses to allow public access as required under the Contract.

#### **Redacted copies of Confidential Information**

If the Company believes that any portion of any documents, data or other records submitted to JEA are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records



Laws"), Company must (1) clearly segregate and mark the specific sections of the document, data and records as "Confidential", (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of the documents, data, or records (the "Redacted Copy"). The Redacted Copy shall contain JEA's contract name and number, and shall be clearly titled "Redacted Copy". Proposer should only redact those portions of records that Proposer claims are specifically exempt from disclosure under Florida's Public Records Laws. If the Company fails to submit a redacted copy of documents, data, or other records it claims is confidential, JEA is authorized to produce all documents, data, and other records submitted to JEA in answer to a public records request for these records.

#### **Request for Redacted Information**

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

#### **Indemnification for Redacted Information**

The Company shall protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs) arising from or relating to the Company's assertion that all or any portion of its information is not subject to disclosure.

#### **Public Records Clause for Service Contracts**

If, under the Contract, the Company is providing services and is acting on behalf of JEA as contemplated by subsection 119.011(2), Florida Statutes, the Company shall:

- Keep and maintain public records that ordinarily and necessarily would be required by JEA in order to perform service;
- Provide the public with access to public records on the same terms and conditions that JEA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise prohibited by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfer, at no cost, to JEA all public records in possession of the Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to JEA in a format that is compatible with the information technology systems of JEA.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**JEA**  
**Attn: Public Records**  
**21 West Church Street**  
**Jacksonville, Florida 32202**  
**Ph: 904-665-8606**  
**publicrecords@jea.com**

#### **2.6.3. LEGAL WORKFORCE**

JEA shall consider the Company's employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for termination of the Contract for default upon thirty (30) days' prior written notice of such termination, notwithstanding any other provisions to the contrary in the Contract Documents.

#### **2.6.4. PROHIBITED FUTURE EMPLOYMENT**

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded \$250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January 1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low Proposal award. A "substantial and decision-making role" shall include duties and/or responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal Proposals and proposals; and (iii) approving and/or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two years from cessation from JEA employment.

#### **2.7. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT**

##### **2.7.1. COMPANY REPRESENTATIVES**

The Company shall provide JEA with the name and responsibilities of the Company Representative, in writing after Award of the Contract and before starting the Work under the Contract. Should the Company need to change the Company Representative, the Company shall promptly notify JEA in writing of the change.

##### **2.7.2. FORCE MAJEURE**

No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot;

insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected within seven (7) calendar days.

## **2.8. VENDOR PERFORMANCE EVALUATION**

### **2.8.1. VENDOR PERFORMANCE EVALUATION**

#### **Use of Vendor Performance Evaluation Scorecards**

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard available online at JEA.com.

Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Company's performance shall be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee. The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

#### **Frequency of Evaluations**

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

#### **Unacceptable Performance**

- o If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have ten (10) days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- o Within thirty (30) days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.
- o If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have fifteen (15) days from date of second

letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the fifteen (15) day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from Proposing on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.

- o In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.
- o If the Company receives five (5) or more letters of deficiency within any twelve (12) month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

#### **Acceptable Performance**

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

#### **Disputes**

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

#### **Public Records**

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

## **2.9. MISCELLANEOUS PROVISIONS**

### **2.9.1. AMBIGUOUS CONTRACT PROVISIONS**

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract.

### **2.9.2. AMENDMENTS**

This Contract may not be altered or amended except in writing, signed by JEA Chief Procurement Officer, or designee, and the Company Representative, or each of their duly authorized representatives.

### **2.9.3. APPLICABLE STATE LAW; VENUE; SEVERABILITY**

The rights, obligations and remedies of the parties as specified under the Contract will be interpreted and governed in all respects exclusively by the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof. Should any provision of the Contract be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired. Litigation involving this Contract or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

### **2.9.4. CUMULATIVE REMEDIES**

Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

### **2.9.5. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

### **2.9.6. EXPANDED DEFINITIONS**

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

### **2.9.7. HEADINGS**

Headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

### **2.9.8. LANGUAGE AND MEASUREMENTS**

All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

### **2.9.9. NONEXCLUSIVE**

Notwithstanding anything contained herein that may appear to be the contrary, this Contract is "non-exclusive" and JEA reserves the right, in its sole discretion, to retain other companies to perform the Work, and/or JEA may self-perform the Work itself.

### **2.9.10. REFERENCES**

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

#### **2.9.11. SEVERABILITY**

In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect.

With regard to any provision in this agreement pertaining to damages, equitable or otherwise, it is the intent of the Parties that under no circumstances shall there be recovery for home office overhead. Any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

#### **2.9.12. RELATIONSHIP OF THE PARTIES**

The Company agrees that it shall perform the Work as an independent contractor and that it does not (a) have the power or authority to bind JEA or to assume or create any obligation or responsibility, express or implied, on JEA's part or in JEA's name, except as may be authorized by JEA under a separate written document, or (b) represent to any person or entity that it has such power or authority except as may be authorized by JEA under a separate written document.

#### **2.9.13. SUBCONTRACTING OR ASSIGNING OF CONTRACT**

Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.

The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignee or its Subcontractor.

In the event the Company obtains JEA approval to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, registrations, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted. The Company is obligated to remove Subcontractors from performing Work under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

#### **2.9.14. SURVIVAL**

The obligations of JEA and the Company under this Contract that are not, by the express terms of this Contract, to be performed fully during the Term, shall survive the termination of this Contract.

#### **2.9.15. TIME AND DATE**

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, FL. If under this Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for JEA, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for JEA Procurement.

#### **2.9.16. TIME OF ESSENCE**

For every material requirement of this Contract, time is of the essence.

#### **2.9.17. USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE**

Where the City of Jacksonville's or its other independent agencies' or political subdivisions' procurement codes all use of JEA contracts, the Company agrees to extend any pricing and other contractual terms to such entities.

#### **2.9.18. WAIVER OF CLAIMS**

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

The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval of payments, including final payment; Certificate of Contract Completion; any use of the Work by JEA; nor any correction of faulty or defective work by JEA.

### **3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK**

#### **3.1. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK (APPENDIX A)**

Technical Specifications and a Detailed Scope of Work are located in Appendix A of this document.

### **4. FORMS**

#### **4.1. FORMS (APPENDIX B)**

Forms required to be submitted with this solicitation are provided in Appendix B or can be obtained on the JEA website at [www.jea.com](http://www.jea.com).

## **RFQ 84676 APPENDIX A TECHNICAL SPECIFICATIONS FIRE RESISTANT CLOTHING**

### **Scope of Work:**

#### **I. Scope of Work**

1. Company shall provide various garments that are HRC 2 FR Clothing for JEA employees at our Westside and Southside Service Centers (approximately 150 Employees but this quantity may increase).

Westside Service Center  
6727 Broadway Ave  
Jacksonville, FL 32254

Southside Service Center  
2325 Emerson St  
Jacksonville, FL 32207

2. The Clothing shall have a minimum Arc Rating of 8 Cal/Cm<sup>2</sup>. All shirts should have a material weight of 9 oz. or less and all pants should have a material weight of 14 oz. or less.
3. The pricing for the Clothing shall be broken down into the following categories:
  - a. Long Sleeve T-shirts (No Collar)
  - b. Henley Shirts (Long Sleeve Only)
  - c. Button Down Shirts (Long Sleeve Only)
  - d. Polo Shirts (Long Sleeve Only)
  - e. Jeans/Denim Pants
  - f. Cargo Pants
  - g. Dress/Work Pants
4. The Company shall provide a catalog of all men's garments that are available at the time of the Proposal that can be offered for a unit price of \$65 or less, and which meet the requirements/categories listed in items 2 & 3, for each manufacturers listed below. Varieties of color or prints should not be listed as separate items. Separate listed items should have both a unique name and style number. Products from brands other than those listed below shall not be taken into consideration when determining who to award the bid to.

The clothing listed in the bid should only include the following brands:

- a. Workrite
- b. Ariat
- c. Techgen
- d. Lapco
- e. Dragonwear

JEA shall evaluate the price based on the highest discounted percentage off list price that the Company can offer for all manufacturers.

5. JEA shall require embroidery on all of the shirts, using FR Thread for this embroidery, including bobbins and backing. This shall include a provided JEA logo (approx. 2.5" W x 1" H) on the upper left chest and the 1<sup>st</sup> initial and last name of the employee (approx. 3/4" lettering) on the upper right chest.
6. All expenses for embroidery, set up fees, and delivery should be included in the unit costs provided by the Company. If these extra expenses cause the unit cost to exceed \$65 for a particular item, it should not be included in the Company's prices.
7. Items for which larger sizes identified on the pricing detail (see Appendix A) cause the per unit cost to exceed \$65, but the standard sizes are \$65 or below, can be included in the Company's unit prices.



However, if another Company(s) is able to offer both the standard sizes and larger sizes for \$65 or less for that same item, that specific item shall not be included in the evaluation of the bid for the Company with the higher cost for the larger sizes. Those who have both sizes within the cost criteria shall have that particular item included in the assessment of their unit prices

8. Order errors due to mistakes by JEA can be exchanged for a 20% restocking fee. Order errors due to mistakes by the Company shall be exchanged for no additional cost to JEA.

## **II. Company's Responsibilities During Term of the Contract**

1. The Company shall be required to make two (2) on-site visits to each of the electric distribution service centers for sizing of the employees, as well as providing a sample of each of the products approved by JEA for employee use.
2. Any JEA employee who misses the scheduled days for fitting shall be sent to Company's retail business to have this completed at a mutually agreed upon time.
3. The Company shall provide a JEA specific catalog that preferably is available online, and shall offer detailed listings of all JEA approved FR apparel, including pricing, arc rating, weight, and designated color options for each style.
4. Ideally the Company shall offer the ability to order clothing online through the JEA specific catalog. These orders would need to be sent to JEA management for approval prior to the processing of the order.
5. The Company shall be responsible to separate all orders by JEA employee for either pick up or delivery. The invoices shall detail the employee name, employee #, item description, and cost. All invoices shall be sent electronically to a designated JEA employee for all purchases related to this Contract.
6. The Company shall keep a stock of at least three (3) pairs at their retail site of up to three (3) different shirt styles designated by JEA for sizes (M-2XL shirts) to insure immediate availability for replacements if necessary. The shirts selected shall be determined after the initial orders to have some time to evaluate the popularity and durability of the products.
7. The Company ideally shall be able to offer other items approved by JEA that are greater than the \$65 threshold, but this shall require that they have the ability to process a separate payment from the JEA employee for the difference of the requested item and the \$65 threshold.
8. The Company shall preferably handle all returns due to product defect directly with the manufacturer, and shall refund or replace any defect determined to be the result of a manufacturing error. JEA has the right to remove any item from the approved catalog at any time due to durability or quality concerns.
9. The Company shall ideally offer repair services for additional costs, for rips or tears that are determined can be fixed. FR thread shall be used for these repairs and an estimate shall be given prior to any repair work being performed.
10. The minimum order for this bid shall consist of at least three (3) shirts and three (3) pants per employee (estimated 450 Shirts & 450 Pants initially). After that there shall be an anticipated replacement of ninety (90) additional shirts and forty-five (45) additional pants depending on wear and damage to the existing clothing. These numbers could increase if additional people are added to the department and/or if there is a greater than anticipated need for replacement garments.
11. Replacement garments shall not be paid for with the initial payment from JEA. These shall be handled on an as needed basis and shall be invoiced weekly. The replacement clothing shall be paid for by JEA using a JEA purchasing card, and must be approved by designated JEA personnel.

**APPENDIX B**  
**Proposal Form**

**RFP 84676 Fire Resistant Clothing**

**COMPANY INFORMATION:**

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

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

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

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

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

EMAIL OF CONTACT: \_\_\_\_\_

Item	Average Price
Average Item Price for all Catagories	\$

**Company's Certification**

By submitting this Proposal, the Company certifies that the Company has read and reviewed all of the documents pertaining to this RFP and agrees to abide by the terms and conditions set forth therein, that the person signing below is an authorized representative of the Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate license for the work. The Company certifies that its recent, current, and projected workload will not interfere with the Company's ability to Work in a professional, diligent and timely manner.

The Company certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds, and other credentials required by law, contract or practice to perform the Work. The Company also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Company shall immediately notify JEA of status change.

We have received addenda \_\_\_\_\_ through \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorize Officer of Company or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Phone Number

**RFP 84676**  
**Proposal Workbook**

Long Sleeve T-Shirts (No Collar)						
#	Manufacturer	Product Description	Item/Style #	Colors	Unit Price (S-XL)	Unit Price (2XL-4XL)
1	Workrite	T-Shirt - Techasafe Plus 6.7 oz.	277TK-67	Heather Gray	\$	\$
2	Tecgen / NSA	NSA FR Classic Cotton Long Sleeve T-shirt	C54_ _ _ _LS	Khaki, Grey, Navy, Light Blue	\$	\$
3	Tecgen / NSA	NSA TrueComfort FR Knit Long Sleeve T-shirt	C54V_ _ _LS	Navy, Grey, Khaki	\$	\$
4	Dragonwear	Power Dry Dual Hazzard Shirt	DFH0_ 0-0_ 8T	Navy, Tan, Grey	\$	\$
5	Ariat	FR Work Crew, Long Sleeve	1001225_	Navy, Silver Fox, Sand	\$	\$
				<b>Avg. Unit Price</b>	\$	

Note: If unable to provide the standard sizes for \$65 or less (including embroidery and shipping costs), please enter N/A under unit pricing

Henley Shirts (Long Sleeve Only)						
#	Manufacturer	Product Description	Item/Style #	Colors	Unit Price (S-XL)	Unit Price (2XL-4XL)
1	Workrite	Henley Tecasafe Plus 6.7 oz.	264TK-67	Khaki	\$	\$
2	Tecgen / NSA	NSA FR Classic Cotton Long Sleeve Henley	C54_ _ _ _BSLS	Khaki, Grey, Navy, Light Blue	\$	\$
3	Tecgen / NSA	NSA TrueComfort FR Knit Long Sleeve Henley	C54V_ _ _BSLS	Navy, Grey, Khaki	\$	\$
4	Ariat	FR Henley, Long Sleeve	1001351_	Navy, Silver Fox	\$	\$
5	Lapco	FR Henley Tee	FRT_HJE	Khaki, Navy, Grey	\$	\$
				<b>Avg. Unit Price</b>	\$	

Note: If unable to provide the standard sizes for \$65 or less (including embroidery and shipping costs), please enter N/A under unit pricing

Button Down Shirts (Long Sleeve Only)						
#	Manufacturer	Product Description	Item/Style #	Colors	Unit Price (S-XL)	Unit Price (2XL-4XL)
1	Workrite	Workshirt - Ultrasoft 7oz.	231UT-70	Khaki, Navy, Silver Gray	\$	\$
2	Workrite	Workshirt - Protera 6.5 oz.	235PO-65	Khaki, Medium Blue	\$	\$
3	Workrite	Western-Style Shirt - Indura 9.5 oz.	228ID-95	Khaki, Navy	\$	\$
4	Workrite	Utility Shirt - Utrasoft 7 oz.	288UT-70	Khaki, Medium Blue, Navy	\$	\$
5	Workrite	Utility Shirt - Utrasoft AC 7 oz.	288UC-70	Khaki, Medium Blue, Navy	\$	\$
6	Workrite	Dress Shirt - Nomex 7 oz.	258MH-70	Khaki, Medium Gray, Navy	\$	\$
7	Tecgen / NSA	Tecgen 5.5 Oz. Dress Uniform Shirt	TCG011_ _ _RG	Khaki, Grey, Navy, Light Blue	\$	\$
8	Ariat	FR Solid Work Shirt	1001225_	Silver Fox, Khaki	\$	\$

9	Lapco	FR Uniform Shirt	IXXX7	Gray, Khaki, Navy	\$	\$
10	Lapco	FR Western Shirts	IXX7WS	Gray, Khaki, Navy	\$	\$
11	Lapco	Gold Label FR Uniform Shirts	GOS7XX	Gray, Khaki, Navy	\$	\$
12	Lapco	Advanced Comfort FR Uniform Shirts	GOSAC7XX	Gray, Khaki, Navy	\$	\$
				<b>Avg. Unit Price</b>	<b>\$</b>	

Note: If unable to provide the standard sizes for \$65 or less (including embroidery and shipping costs), please enter N/A under unit pricing

#### Polo Shirts (Long Sleeve Only)

#	Manufacturer	Product Description	Item/Style #	Colors	Unit Price (S-XL)	Unit Price (2XL-4XL)
1	Workrite	Long Sleeve Polo - Tecasafe Plus 6.7 oz.	262TK-67	Heather Gray, Navy	\$	\$
2	Tecgen / NSA	NSA FR Classic Cotton Long Sleeve Polo	C54_ _ _ _ PSLS	Khaki, Grey, Navy, Light Blue	\$	\$
3	Tecgen / NSA	NSA TrueComfort FR Knit Long Sleeve Polo	C54V_ _ _ _ PSLSSC	Navy, Khaki	\$	\$
				<b>Avg. Unit Price</b>	<b>\$</b>	

Note: If unable to provide the standard sizes for \$65 or less (including embroidery and shipping costs), please enter N/A under unit pricing

#### Jeans / Denim Pants

#	Manufacturer	Product Description	Item/Style #	Colors	Unit Price (28"-42")	Unit Price (44"-58")
1	Workrite	Indura Relaxed Fit Jean	428ID-12	Soft Denim	\$	\$
2	Workrite	UltraSoft Relaxed Fit Jean	428UT-12	Soft Denim	\$	\$
3	Workrite	Indura Carpenter Jean	496ID-12	Soft Denim	\$	\$
4	Ariat	FR M3 Loose Straight Leg	100144_ _	Shale, Flint	\$	\$
5	Ariat	FR M4 Workhorse	10017262	Flint	\$	\$
6	Ariat	FR M4 Low Rise Boot Cut	1001255_	Shale, Flint	\$	\$
7	Ariat	FR M4 Boundary	1001617_	Shale, Clay	\$	\$
8	Ariat	FR M4 Ridgeline	10018365	Glacier	\$	\$
9	Ariat	FR M5 Slim Straight Leg	1001516_	Shale, Clay	\$	\$
10	Lapco	FR Modern Jeans	P-INDM10	Denim	\$	\$
11	Lapco	FR Relaxed Fit Jeans	P-IND	Denim	\$	\$
12	Lapco	FR Carpenter Jeans	P-INDC	Denim	\$	\$
				<b>Avg. Unit Price</b>	<b>\$</b>	

Note: If unable to provide the standard sizes for \$65 or less (including embroidery and shipping costs), please enter N/A under unit pricing

#### Cargo Pants

#	Manufacturer	Product Description	Item/Style #	Colors	Unit Price (28"-42")	Unit Price (44"-58")
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1	Workrite	Cargo Pant - UltraSoft Duck 11 oz.	486UT-11	Navy	\$	\$
2	Workrite	Cargo Pant - Nomex MHP 7 oz.	486MH-70	Navy	\$	\$
3	Workrite	Utility Cell Phone Pant - Nomex MHP	490MH-70	Khaki	\$	\$
4	Workrite	Ripstop Tactical Pant	472GG-61	Navy	\$	\$
5	Lapco	FR Cargo Pants	P-INCXXT9	Khaki, Navy	\$	\$
				<b>Avg. Unit Price</b>	<b>\$</b>	

Note: If unable to provide the standard sizes for \$65 or less (including embroidery and shipping costs), please enter N/A under unit pricing

#### Dress / Work Pants

#	Manufacturer	Product Description	Item/Style #	Colors	Unit Price (28"-42")	Unit Price (44"-58")
1	Workrite	Work Pant - Protera 8 oz.	433PO-80	Navy	\$	\$
2	Workrite	Work Pant - Indura 9.5 oz.	431ID-95	Navy	\$	\$
3	Workrite	Work Pant - UltraSoft 9.5 oz.	431UT-95	Charcoal Gray, Khaki, Navy	\$	\$
4	Tecgen / NSA	Tecgen 8 Oz. Work Trouser	TCG5016_ _X_	Navy	\$	\$
5	Dragonwear	Dragon Slayer Wildland Pants	D710-715	Khaki	\$	\$
6	Ariat	FR M4 Workhorse	1001722_	Khaki, Charcoal	\$	\$
7	Lapco	Advanced Comfort FR Uniform Pants	P-XXXAC	Gray, Khaki, Navy	\$	\$
8	Lapco	FR Uniform Pants	P-XXXX	Gray, Khaki, Navy	\$	\$
				<b>Avg. Unit Price</b>	<b>\$</b>	

Note: If unable to provide the standard sizes for \$65 or less (including embroidery and shipping costs), please enter N/A under unit pricing

<b>Total Average Unit Price (average of all averages)</b>	<b>\$</b>
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**RFP 84676**  
**Services Questionnaire Form**

Company Name	
Address	
Phone Number	
E-mail Address	
Company Website	

	Y/N
Will a JEA specific catalog be made available online?	

Will JEA employees be able to purchase approved items in excess of \$65 by paying the difference in cost?	
---	--

If offered, will the repairs using FR thread be done “in-house” without the use of a 3 <sup>rd</sup> party vendor?	
--	--

	Y/N
Can JEA approved orders placed online?	

Will Company handle all returns due to product defect directly with the manufacturer?	
---	--

Can JEA drop off damaged clothing for an estimated repair charge using FR thread?	
---	--

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

\_\_\_\_\_  
Signature

**RFP 84676 Minimum Qualification Information**  
**Fire Resistant Clothing**

**GENERAL**

The minimum qualifications shall be submitted in the format attached. The qualifications shall be presented in the order described below. In order to be considered a qualified Bidder by JEA you must meet all the criteria listed herein.

**PROPOSER INFORMATION**

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

COMPANY ADDRESS: \_\_\_\_\_

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

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

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

E-MAIL: \_\_\_\_\_

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

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

TITLE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

**Minimum Qualifications**

- Company must have two (2) similar contracts in the last three (3) years ending June 30, 2016.
  - A similar contract is defined as a contract with a minimum annual spend of \$50,000 and for a minimum of 800 pieces of fire resistant clothing articles per year.
- In order to qualify for this Proposal all Proposer must have a current and established commercial retail space within the JEA service territory.
  - This commercial retail space should have areas designated to display products and fitting room(s) where clothing can be properly sized.

Local retail space location (if different from address above)

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

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

**For the following references use the space below as needed to list experience required to meet minimum qualifications noted above.**

**REFERENCE #1**

Primary Nature of Service Provided \_\_\_\_\_

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

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

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

Reference Dates\_\_\_\_\_

Contract Dollar Amount\_\_\_\_\_

Description of Project\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REFERENCE #2**

Primary Nature of Service Provided\_\_\_\_\_

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

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

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

Reference Dates\_\_\_\_\_

Contract Dollar Amount\_\_\_\_\_

Description of Project\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Evaluation Matrix					
Specification: 84676 Fire Resistant Clothing		Firm:		Evaluator:	
Total Average Price (35 Points)					Points
Total Average Price (35 Points)	<p align="center"><b>Low Bidder = 35 pts</b></p> <p>The low bid will receive the maximum 35 points and the amount of that bid will be the basis for awarding points to all other bids based on the following formula:</p> <p align="center"><b>Other bidders points = 35*(low bidder/bidder)</b></p> <p align="center"><u>For Example:</u> Bid #1 = \$40; Bid #2 = \$50</p> <p align="center">Bid #1 is low bid and will receive 35 points and</p> <p align="center">Bid #2 will receive 28 points =(35*(\$40/\$50))</p>				
	Clothing Selection (35 Points)				
Clothing Selection (35 Points)	Garments must be less than or equal to \$65 each in order to meet evaluation criteria				
	Category		Number of Options		
	Long Sleeve T-shirts (No Collar) (5 points)	≥ 4 Options = 5 pts	3 to 2 Options = 2 pts	< 2 Options = 0 pts	
	Henley Shirts (Long Sleeve Only) (5 points)	≥ 4 Options = 5 pts	3 to 2 Options = 2 pts	< 2 Options = 0 pts	
	Button Down Shirts (Sleeve Only) (5 points)	≥ 9 Options = 5 pts	8 to 5 Options = 3 pts	< 5 Options = 0 pts	
	Polo Shirts (Long Sleeve Only) (5 points)	≥ 2 Options = 5 pts	1 Option = 3 pts	0 Options = 0 pts	
	Jeans / Denim Pants (5 points)	≥ 9 Options = 5 pts	8 to 5 Options = 3 pts	< 5 Options = 0 pts	
	Cargo Pants (5 points)	≥ 4 Options = 5 pts	3 to 2 Options = 2 pts	< 2 Options = 0 pts	
	Dress / Work Pants (5 points)	≥ 6 Options = 5 pts	5 to 2 Options = 3 pts	< 2 Options = 0 pts	
Services Questionnaire (15 Points)					
Services Questionnaire (15 Points)	JEA Specific Catalog Offered Online?				
	(2 points)				
	JEA Approved Order Available Online?				
	(2 points)				
	Employees able to purchase clothing over \$65 with personal funds?				
	(2 points)				
All returns handled directly with the manufacturer?					
(3 points)					
Estimate on repairs using FR thread offered?					
(3 points)					
If offered, are repairs using FR thread done at retail site?					
(3 points)					
Past Performance (15 Points)					
Past Performance (15 Points)	Does Company have past performance of one (1) similar contracts within the last five (5) years?	Very Good	Good	Average	
		(7.5- 6 pts)	(3-5 points)	(2-0 points)	
	Does Company have past performance of one (1) similar contracts within the last five (5) years? (must be different from project above)	Very Good	Good	Average	
		(7.5- 6 pts)	(3-5 points)	(2-0 points)	
				<b>Total Score</b>	<b>0</b>
Optional Additional Comments:					