



**REQUEST FOR QUOTE FOR
CT FILTERS FOR JEA INVENTORY STOCK**

RFQ # 86480

**BIDS ARE DUE NO LATER THAN
NOVEMBER 10, 2016, 5:00PM EST**

**EMAIL BIDS DIRECTLY TO RENEE'
MCQUAIG AT MCQULR@JEA.COM**

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Solicitation

1. INVITATION

1.1. SCOPE OF WORK

This Solicitation is for the purchase of CT Filters for JEA Inventory Stock.

Note - All freight prices must be included in the unit cost. If there are any part number discrepancies, the buyer must be notified three (3) business days prior to the bid due date. The notification must include the item id of the item affected and the updated technical specifications. All prices must be quoted to match the unit of measure (UOM) listed on the Bid Workbook. The UOM specified cannot change.

1.2. QUESTIONS (RFQ)

All questions shall be submitted in writing to the JEA Buyer listed below at least three (3) business days prior to the Bid opening date. Questions not received three (3) days prior to the Bid opening date will not be answered. The last day to submit questions will be **November 4, 2016 at 12:00pm.**

For Procurement Related Questions:

Buyer: RENEE' MCQUAIG

Email: MCQULR@JEA.COM

1.3. INVITATION (RFQ)

You are invited to submit a Bid in response to the Request for Quote (RFQ) noted below:

JEA RFQ Title: CT FILTERS FOR JEA INVENTORY STOCK

JEA RFQ Number: 86480

To obtain more information about this RFQ, download a copy of the RFQ, and any required forms at jea.com.

Bid Due Time: 5:00 P.M.- ALL LATE BIDS WILL BE REJECTED.

Bid Due Date: November 10, 2016

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

Please submit the Bid Form and other related documentation to:

Buyer Name: RENEE' MCQUAIG

Buyer Email: MCQULR@JEA.COM

The Bidder shall be solely responsible for delivery of its bid to the JEA Buyer. **NO LATE BIDS WILL BE ACCEPTED.**

1.4. MINIMUM QUALIFICATIONS FOR SUBMISSION OF A RESPONSE

Bidder shall have the following Minimum Qualifications to be considered eligible to submit a Bid in response to this RFQ. 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 Bid rejected:

- Bidder must be the approved manufacturer or authorized distributor of the items listed in the Appendix A Bid Workbook in which pricing will be submitted. The Bidder must submit pricing for all of all items listed in the Response Workbook.

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

1.5. SPECIAL INSTRUCTIONS

1.5.1. COMPETITIVE BIDDING - REQUEST FOR QUOTE

The Bidder shall submit its Bid in response to this Solicitation no later than the Bid due date and time indicated herein. JEA will Award the Contract to the lowest responsive and responsible Bidder whose Bid meets or exceeds the specifications, and whose Bid Price represents the lowest cost to JEA.

NO EXCEPTIONS ARE ALLOWED IN A REQUEST FOR QUOTE. IF THE BIDDER OBJECTS IN ANY MANNER TO THE TERMS AND CONDITIONS, THE OBJECTION MUST BE ADDRESSED IN WRITING FIVE (5) BUSINESS DAYS PRIOR TO THE BID OPENING DATE, AND THE OBJECTION MAY BE ADDRESSED IN AN ADDENDUM IF JEA BELIEVES THAT A CLARIFICATION OR CHANGE IS NECESSARY. ANY MODIFICATIONS, EXCEPTIONS OR OBJECTIONS STATED WITHIN THE BID DOCUMENTS SHALL SUBJECT THE BID TO BE REJECTED.

1.5.2. NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to Award one Contract(s) for the Work. JEA reserves the right to Award more than one Contract based on certain groupings of the Work items, or JEA may exclude certain Work items, if JEA determines that it is in its best interest to do so.

1.5.3. REQUIRED FORMS TO SUBMIT WITH BID - REQUEST FOR QUOTE

To submit a Bid in response to this RFQ, all of the forms listed below must be completed and submitted as part of the Bid. The Bidder must obtain the required forms, other than the Bid Form and Bid Workbook by downloading them from JEA.com. If the Bidder fails to complete or fails to submit one or more of the required forms, the Bid shall be rejected.

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

- o Bid Form (including acknowledgement of all addenda) - This form can be found in Appendix A.
- o Bid Workbook -This form can be found in Appendix A
- o List of JSEB Certified Firms (if applicable)
- o List of Subcontractors/Shop Fabricators (if applicable)

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

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

Any technical submittals as required by the Technical Specifications.

1.5.4. GENERAL INSTRUCTIONS

1.5.4.1. COMPLETING THE BID DOCUMENTS - REQUEST FOR QUOTE

Bidders shall complete and submit all the Bid Documents with responses typewritten or written in ink. ALL BIDS SUBMITTED LATE TO THE JEA BUYER WILL BE REJECTED.

When a blank is marked "optional" on the bid form, the Bidder shall insert the words "No Bid" in the space provided if the Bidder does not choose to submit a price for that item. Failure to complete each blank with either a price or the words "No Bid" may disqualify the Bid. The Bidder, or its authorized agent or officer, shall sign the Bid Documents. Failure to sign the Bid Documents may disqualify the Bid. JEA-approved erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten signature of each person executing the Bid. Failure to authenticate changes may disqualify the Bid. JEA may disqualify any Bids that deviate from the requirements of this Solicitation, and those that include unapproved exceptions, amendments, or erasures

1.5.4.2. UNABLE TO SUBMIT A BID FORM (RFQ)

If you elect not to submit a Bid in response to this RFQ, please complete the Unable to Submit Bid Form, available for download at jea.com. Please email the completed Unable to Submit Bid Form to the JEA Buyer indicated in this RFQ. Do not return the entire RFQ package; simply return the Unable to Submit Bid Form.

1.5.4.3. ETHICS-RFQ

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

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

The Bidder shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Bid by completing and submitting the Conflict of Interest Certificate Form found at jea.com. Failure to fully complete and submit the Conflict of Interest Certificate may disqualify the Bid. If JEA has reason to believe that collusion exists among the Bidders, JEA shall reject any and all Bids from the suspected Bidders and will proceed to debar Bidder from future JEA Awards in accordance with the JEA Procurement Code.

JEA is prohibited by its Charter from awarding contracts to JEA officers or employees, or in which a JEA officer or employee has a financial interest. JEA shall reject any and all Bids from JEA officers or employees, as well as, any and all Bids in which a JEA officer or employee has a financial interest.

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Bids from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Bidder listed on the Convicted Vendor list for any transaction exceeding \$35,000 for a period of 36 months from the date of being placed on the Convicted Vendor list.

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

1.5.4.4. EX PARTE COMMUNICATION-RFQ

Ex Parte Communication is defined as any inappropriate communication concerning a RFQ or IFB between a company submitting a Bid or Proposal and a JEA representative during the time in which the RFQ or IFB is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of RFQ or IFB in which a company becomes privy to information not available to the other Bidders. Social contact between companies and JEA Representatives should be kept to an absolute minimum during the RFQ and IFB process.

Ex Parte Communication is strictly prohibited. Failure to adhere to this policy will disqualify the noncompliant company's Response. Any questions or clarifications concerning a RFQ or IFB must be sent in writing via email to the JEA Buyer at least five (5) business days prior to

the opening date. If determined by JEA, that a question should be answered or an issue clarified, JEA will issue an addendum to all companies.

1.5.4.5. START OF WORK

If Bidder fails to act on a JEA issued Blanket Purchase Agreement, Purchase Order or Contract, JEA may cancel the Award with no further liability to the Company, retain the bid security or bond (if applicable), and Award to the next-ranked Company.

2. CONTRACT TERMS AND CONDITIONS

2.1. DEFINITIONS

2.1.1. ACCEPTANCE

JEA's written notice by the Contract Administrator to the Company that all Work as specified in the Contract has been completed to JEA's satisfaction. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance is only applicable to the entirety of Work as specified in the Contract. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

2.1.2. BIDDER-RFQ

The respondent to this RFQ.

2.1.3. BLANKET PURCHASE AGREEMENT-RFQ

Blanket Purchase Agreement (BPA) is a method of acquiring a variety of goods when an order is issued. Once an order (herein referred to as a "Blanket Release") against a BPA is given by JEA and accepted by the Company, and enforceable contract is created.

2.1.4. CONTRACT-RFQ

A Blanket Release, Purchase Order, or executed Contract Amendment issued by JEA and accepted by the Company.

2.1.5. 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."

2.1.6. DELIVERY-RFQ

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.

2.1.7. TERM-RFQ

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. PAYMENTS

2.2.1. PAYMENT METHOD - UPON DELIVERY AND INVOICE

Company shall invoice JEA upon delivery and acceptance of the Work. Invoices may be submitted for each delivery, or on a monthly basis for deliveries that occurred during the month.

2.2.2. 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.

2.2.3. INVOICING AND PAYMENT TERMS

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

JEA Accounts Payable
P.O. Box 4910
Jacksonville, FL 32201-4310

JEA will pay the Company the amount requested within 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 ten (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.

2.2.4. PRICE ADJUSTMENT - ANNUAL

Contract prices for the Material will remain firm through the first year of the Contract. The Company may request a Consumer Price Index (CPI) adjustment annually. Each annual request for a CPI increase must be made within thirty (30) days prior to the Anniversary Date of the Contract. If Company fails to submit a timely CPI adjustment request, the Company may be denied the adjustment for the upcoming Contract year.

When a timely CPI request is received, JEA will recognize the CPI price adjustment within thirty (30) days after the Anniversary Date. No retroactive price adjustments will be allowed.

Unless the Company 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 index used will be the unadjusted percent change for the previous 12 months of the Company's written CPI adjustment request is received by JEA.

In the event the applicable price index publication ceases, the Company and JEA shall mutually agree on a replacement index. If the Company and JEA fail to agree on a replacement index, the Contract shall terminate effective on the next Anniversary Date.

2.3. WARRANTIES AND REPRESENTATIONS

2.3.1. WARRANTY (GOODS)

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 three (3) years 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.

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.

2.4. INSURANCE, INDEMNITY AND RISK OF LOSS

2.4.1. INSURANCE

INSURANCE REQUIREMENTS

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

Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$1,000,000 each occurrence, combined single limit.

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$2,000,000 each occurrence and annual aggregate.

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two (2) years after Work is complete. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, its board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by JEA.

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Bidders for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as "Company"). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of the Subcontractors' insurance requirements stated herein. Company shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

2.4.2. INDEMNIFICATION (JEA STANDARD)

For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless and indemnify JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract.

2.4.3. TITLE AND RISK OF LOSS (REQUEST FOR QUOTE)

Ownership, risks of damage to or loss of the Work shall pass to JEA upon Delivery and Acceptance. The Company shall assume all risk of loss or damage to the Work while items are in transit and/or in the Company's custody until such time that JEA issues written notice of Delivery and Acceptance.

2.5. TERM AND TERMINATION

2.5.1. TERM OF CONTRACT - DEFINED DATES

This Agreement 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, (the "Initial Term"), or until the Agreement's Maximum Indebtedness is reached, whichever occurs first.

It is at JEA's sole option to renew the Agreement for an additional one (1) year period (the "Renewal Term", together with the Initial Term, the "Term").

This Agreement, after the initial year, shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Agreement.

2.5.2. TERMINATION FOR CONVENIENCE

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.

2.5.3. TERMINATION FOR DEFAULT

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

- o The Company assigns or subcontracts the Work without prior written permission;
- o Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- o A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- o The Company makes an assignment for the benefit of creditors;
- o The Company suspends the operation of a substantial portion of its business;

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

2.6. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.6.1. JEA CHANGES TO ORDER

JEA shall have the right to make changes to the Work at any time and the Company agrees to accept such changes. In the event such changes result in decreased or additional costs, JEA shall make an equitable adjustment in the purchase price provided the Company itemizes for JEA any additional costs.

2.6.2. SAFETY DATA SHEETS

Safety Data Sheets must accompany shipments of any items containing toxic substances listed in Chapter 442, Florida Statutes.

2.6.3. OVERSHIPMENTS

JEA will reject any items that are attempted to be delivered but that JEA did not order, including excess quantities. The Company shall pay the cost of handling, packaging and transporting such equipment for return.

2.6.4. RETURNED OR UNUSED MATERIALS

To the extent that items can be resold by the Company, the Company agrees to take back for full credit or monetary refund to JEA all excess items purchased pursuant to this Contract or items that may be added to this Contract in the future.

2.6.5. SHIPPING AND PACKING INSTRUCTIONS

Insofar as transportation conditions will allow, the Company shall ship items complete and ready for installation or storage as appropriate for the items being supplied.

As applicable, should the size of the items prevent shipment fully assembled, the Company will separate the items into components to allow safe and convenient transportation.

The Contract Administrator's receipt or taking delivery of any items, in whole or in part, will not be deemed a waiver of any right, claim or remedy or Acceptance of JEA under the Contract or otherwise.

The Company shall pack, brace and load all items in such a manner as to prevent physical damage and damage from marine and climatic conditions. The Company shall identify any item that requires special precautions during shipping and storage by clearly marking necessary precautions on the outside of the shipping container and including specific instructions in a durable envelope attached to the container and suitably labeled.

The Company shall clearly and indelibly mark all packages, boxes, crates, bundles, and unpackaged components with the necessary shipping information. The Company shall apply the markings using a method suitable to the type of product and packaging involved. The Company's markings shall indicate: the destination address, the JEA Purchase Order (PO) number or JEA Blanket Purchase Agreement (BPA) number and the Company's name; the material code numbers and other identification as specified by the PO or BPA; the Company's shipment identification number, numbering of packages, boxes, crates, components, or assemblies of the shipment; and the mass and sizes of each major component or assembly (if the lifting points are critical, they shall be clearly marked and identified). Where JEA marks or serial numbers are included as tags on the items being shipped, the Company shall also print the JEA marks or serial numbers on the shipping documents. A copy of the packing slip shall be mailed to the delivery address prior to shipping the items.

The Company shall enclose a detailed packing slip, listing each separate item, in a waterproof envelope, which shall be firmly attached to each shipping container. When conformance to an ISO Quality Program Standard is required, each packing slip shall include the following certification: "The equipment listed herein has been inspected by the Company and is in conformance with the Contract requirements and approved for shipment." Such certification shall be endorsed with the signature and the title of an authorized representative of the Company's Quality Control. For instruments, the Company shall also enclose a list showing JEA's mark numbers.

The Company shall be responsible for identifying opportunities and implementing practices to reduce or eliminate packaging and shall properly dispose of all packaging.

The Company shall seal all openings in equipment such as vessels, valves and pumps. Where necessary, the Company shall provide skids, hauling eyes, jacking plates, and sling hooks for unloading and field assembly. The Company shall notify JEA prior to shipping where pallets are required; JEA will provide pallets to the Company for shipping purposes. The Company will be liable for any pallets lost or damaged by the Company.

2.6.6. AMENDMENTS (REQUEST FOR QUOTE)

Acceptance of a revised JEA Blanket Agreement, Purchase Order or Contract Amendment by the Company shall serve as acceptance of the Amendment to the Work.

2.6.7. ASSIGNING OF CONTRACT

Each party agrees that it shall not 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.

2.6.8. 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.

2.6.9. 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.

2.6.10. 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". Bidder should only redact those portions of records that Bidder 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:

Phone: 904-665-8606

E-Mail: publicrecords@jea.com

**Address: JEA Public Records Coordinator
21 West Church Street
Jacksonville, FL 32202-3139**

3. FORMS

3.1. FORMS (APPENDIX A)

Forms required to be submitted with this solicitation are provided in Appendix A or can be obtained on the JEA website at www.jea.com.