

Request for Quote (RFQ)
for Participation in
PURCHASE OF STEEL TRANSMISSION POLES



Jacksonville, FL

Request for Quote Number 88339

QUESTIONS:

All questions must be submitted in writing to the JEA Buyer listed below by FEBRUARY 10, 2017 at 5:00 PM. Questions received after this date and time will be rejected.

Bids are due on FEBRUARY 17, 2017 by 12:00 pm

Email the Bids to JEA Buyer, Elizabeth Moore, at moorea@jea.com

All late Bids will be rejected.

Table of Contents

QUESTIONS:	1
1. REQUEST FOR QUOTE	5
1.1. REQUEST FOR QUOTATION	5
1.1.1. SCOPE OF WORK	5
1.1.2. QUESTIONS	5
1.1.3. OPENING OF BIDS	5
1.2. SPECIAL INSTRUCTIONS	6
1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION	6
1.2.2. REQUIRED FORMS TO SUBMIT WITH BID	6
1.3. EVALUATION METHODOLOGY	6
1.3.1. COMPETITIVE SEALED BIDDING (INVITATION FOR BIDS)	6
1.3.2. NUMBER OF CONTRACTS TO BE AWARDED	7
1.5. GENERAL INSTRUCTIONS	7
1.5.1. SUBMITTING THE BID FORM	7
1.5.2. CERTIFICATION AND REPRESENTATIONS OF THE BIDDER	7
1.5.3. ETHICS (IFB)	7
1.5.1. MODIFICATION OR WITHDRAWAL OF BIDS	8
1.5.2. AVAILABILITY OF BIDS AFTER BID OPENING	8
1.5.3. PROTEST OF BIDDING AND AWARD PROCESS	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. ACCEPTANCE	8
2.2.3. ADDENDUM/ADDENDA	9
2.2.4. AWARD	9
2.2.5. BID DOCUMENTS	9
2.2.6. BID	9
2.2.7. BID PRICE	9
2.2.8. BIDDER	9
2.2.9. CHANGE ORDER	9
2.2.10. COMPANY	9
2.2.11. COMPANY REPRESENTATIVE	9
2.2.12. COMPANY SUPERVISOR	9
2.2.13. CONTRACT	9
2.2.14. CONTRACT ADMINISTRATOR	10
2.2.15. CONTRACT DOCUMENTS	10
2.2.16. CONTRACT PRICE	10
2.2.17. CONTRACTOR	10

2.2.18.	DEFECT	10
2.2.19.	DELIVERY	10
2.2.20.	HOLIDAYS.....	10
2.2.21.	INVOICE.....	10
2.2.22.	JEA	10
2.2.23.	JEA REPRESENTATIVES.....	10
2.2.24.	PURCHASE ORDER (PO).....	10
2.2.25.	REQUEST FOR QUOTE	11
2.2.26.	SOLICITATION	11
2.2.27.	SUBCONTRACTOR	11
2.2.28.	TASK ORDER	11
2.2.29.	TERM.....	11
2.2.30.	UNIT PRICES	11
2.2.31.	WORK OR SCOPE OF SERVICES	11
2.3.	CONTRACT DOCUMENTS.....	11
2.3.1.	ORDER OF PRECEDENCE	11
2.4.	PRICE AND PAYMENTS.....	12
2.4.1.	PAYMENTS	12
2.4.2.	DISCOUNT PRICING	12
2.4.3.	OFFSETS.....	12
2.4.4.	TAXES.....	12
2.5.	WARRANTIES AND REPRESENTATIONS	12
2.5.1.	WARRANTY.....	12
2.6.	INSURANCE, INDEMNITY AND RISK OF LOSS	13
2.6.1.	INSURANCE.....	13
2.6.2.	INDEMNIFICATION & RISK OF LOSS.....	14
2.6.3.	ENVIRONMENTAL INDEMNIFICATION	14
2.6.4.	TITLE AND RISK OF LOSS	14
2.6.5.	INDEMNIFICATION (JEA STANDARD).....	14
2.7.	TERM AND TERMINATION.....	15
2.7.1.	TERM	15
2.7.2.	TERMINATION FOR CONVENIENCE	15
2.7.3.	TERMINATION FOR DEFAULT	15
2.8.	CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION	16
2.8.1.	PROPRIETARY INFORMATION.....	16
2.8.2.	PUBLICITY AND ADVERTISING	16
2.8.3.	PUBLIC RECORDS LAWS.....	16
2.10.	COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT	17
2.10.1.	COMPANY REPRESENTATIVES.....	17
2.10.2.	FORCE MAJEURE.....	17
2.10.3.	SAFETY AND PROTECTION PRECAUTIONS	18

2.10.4.	WORK LOCATION.....	18
2.10.5.	JEA CHANGES TO ORDER.....	18
2.11.	MISCELLANEOUS PROVISIONS	18
2.11.1.	AMBIGUOUS CONTRACT PROVISIONS	18
2.11.2.	AMENDMENTS	18
2.11.3.	APPLICABLE STATE LAW; VENUE; SEVERABILITY.....	18
2.11.4.	CUMULATIVE REMEDIES	18
2.11.5.	ENTIRE AGREEMENT	19
2.11.6.	EXPANDED DEFINITIONS	19
2.11.7.	HEADINGS.....	19
2.11.8.	LANGUAGE AND MEASUREMENTS.....	19
2.11.9.	NONEXCLUSIVE	19
2.11.10.	REFERENCES	19
2.11.11.	SEVERABILITY.....	19
2.11.12.	RELATIONSHIP OF THE PARTIES.....	19
2.11.13.	SUBCONTRACTING OR ASSIGNING OF CONTRACT.....	19
2.11.14.	SURVIVAL.....	20
2.11.15.	TIME AND DATE	20
2.11.16.	TIME OF ESSENCE	20
2.11.17.	WAIVER OF CLAIMS	20
2.11.18.	MERGER.....	20
3.	TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK.....	20
3.1.	TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK (APPENDIX A)	20
4.	FORMS.....	20
4.1.	FORMS (APPENDIX B)	20

1. REQUEST FOR QUOTE

1.1. REQUEST FOR QUOTATION

1.1.1. SCOPE OF WORK

JEA and SJRPP are soliciting bids for the **PURCHASE OF STEEL TRANSMISSION POLES** as specified below:

The Technical Specifications of this Solicitation outlines the required information needed for the purchase, fabrication, and delivery of steel transmission poles and steel caisson foundations for the “CIRCUIT 666 STRUCTURES 31 THRU 38 POLE REPLACEMENT, STR #32, 33, 34, 35 AND 36”. This specification complements the “General Technical Specifications for the Purchase of Steel Transmission Poles”, Rev 1.3.

This Solicitation includes the following attachments:

- a) Pole/Caisson drawings, containing the configuration and hole drilling details of the pole(s)
- b) Pole attachment details
- c) A - PLS-POLE backup file(s) for the pole(s), containing loading data and geometry

A complete scope of work and Technical Specifications are provided in Appendix A.

1.1.2. QUESTIONS

All questions must be submitted in writing to the JEA Buyer listed below by **FEBRUARY 10, 2017**, at 5:00 PM. Questions received after this date and time will not be answered or considered.

For Procurement Related Questions:

Buyer: ELIZABETH MOORE

E-mail: MOOREA@JEA.COM

For Technical Questions:

Contact: SEBASTIAN CHMIST

E-mail: CHMISM@JEA.COM

INVITATION TO BID

You are invited to bid on the Request for Quote noted below:

JEA Solicitation Title: PURCHASE OF STEEL TRANSMISSION POLES

JEA Request for Quote Number: 88339

To obtain more information about this Solicitation:

Download a copy of the Solicitation, PDF quality drawings (if applicable) and any required forms at jea.com.

Bid Due Time: 12:00 P.M. - ALL LATE BIDS WILL BE REJECTED

Bid Due Date: FEBRUARY 17, 2017(EST)

All Bids must reference the JEA RFQ title and number noted above. All Bids must be made on the appropriate Bid forms as specified within this RFQ, and emailed to moorea@jea.com.

Bids are due by the time and on the date listed above. ALL LATE BIDS FOR WHATEVER REASON WILL BE RETURNED UNOPENED.

1.1.3. OPENING OF BIDS

All Bids shall be opened and reviewed by at the opening time and stated herein. Bidders that submitted timely Bids will receive an email with the Bid tabulation. Late Bids that are rejected will not be included in the Bid tabulation

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION

Bidder shall have the following minimum qualifications to be considered eligible for submission of a Bid. 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:

- The Bidder must be capable of manufacturing Steel Transmission poles at least 120' in final length (assembled)
- The Bidder must be capable of manufacturing poles that can withstand a minimum groundline moment of at least 1,000 kip-ft.
- The Bidder must be able to submit all the necessary bid drawings and calculations from the drawing(s) and PLS-POLE backup file(s) provided by JEA.
- The Bidder must be an approved manufacturer for Steel Transmission Poles by JEA. The approved list of manufactures is located in **Appendix C** of this Solicitation.
 - To be added to the approved list of manufacturers, the company must meet the requirements listed above and:
 - Provide relevant utility industry references (as many as seen fit)
 - Make a presentation to the JEA Transmission Standards Committee.

Please note, any Bidder whose contract with JEA was terminated for default within the last two (2) years shall not be determined to be a responsible Bidder and their Bid will be rejected.

1.2.2. REQUIRED FORMS TO SUBMIT WITH BID

To submit a Bid in response to this Solicitation, 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 forms provided in the Solicitation, by downloading them from JEA.com. If the Bidder fails to complete or fails to submit one (1) or more of the required forms, the Bid shall be rejected.

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

- Bid Forms Page 1 & 2 (including acknowledgements of all Addenda) - This form can be found in Appendix B
- List of Subcontractors/Shop Fabricators (if any)

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 execution of Contract. 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 at the time of Contract execution could result in Bid rejection.

- Insurance Certificate
- W-9
- Any technical submittals as required by the Technical Specifications.

1.3. EVALUATION METHODOLOGY

1.3.1. COMPETITIVE SEALED BIDDING (INVITATION FOR BIDS)

The Bidder shall submit via e-mail to moorea@jea.com, their Bid in response to this Request for Quote no later than the Bid due date and time indicated herein. After opening the Bids, JEA will subsequently review Bids to determine if they meet the Technical Requirements as stated in this Solicitation. JEA will Award the Contract to the lowest responsive and responsible Bidder whose Bid meets or exceeds the Technical Specifications and whose Bid Price represents the lowest cost to JEA.

NO EXCEPTIONS ARE ALLOWED IN AN INVITATION TO BID. IF THE BIDDER OBJECTS IN ANY MANNER TO THE TERMS AND CONDITIONS OR TECHNICAL SPECIFICATIONS, THE OBJECTION MUST BE ADDRESSED IN WRITING THREE (3) 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.

1.3.2. NUMBER OF CONTRACTS TO BE AWARDED

JE A intends to Award one (1) Contract(s) for the Work. JE A reserves the right to Award more than one Contract based on certain groupings of the Work items, or JE A may exclude certain Work items, if JE A determines that it is in its best interest to do so.

1.5. GENERAL INSTRUCTIONS

1.5.1. SUBMITTING THE BID FORM

The Bidder shall submit one (1) electronic copy of all the Bid documents to the JE A Buyer listed in this RFQ.

1.5.2. CERTIFICATION AND REPRESENTATIONS OF THE BIDDER

By signing and submitting a Bid, the Bidder certifies and represents as follows:

- A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of this Request for Quote prior to submitting its Bid. Where the Bidder visits sites, no Work or other disturbance is to be performed while at the site without written permission by JE A in advance of the site visit. The Bidder shall comply with all safety requirements described in the Request for Quote and shall be prepared to show proof of insurance
- B. That every aspect of its submitted Bid, including the Bid Price and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JE A. JE A assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JE A assumes the responsibility.
- C. That the individual signing the Bid Documents is a duly authorized agent or officer of the firm. Bids submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the bid, satisfactory evidence of authority to sign may be requested by JE A. If the Bid is submitted by a partnership, the bid must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the bid, satisfactory evidence of authority to sign may be requested by JE A. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of contract execution.
- D. That the firm maintains an active status and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, contractor's license and occupational licenses necessary to perform the Work. The Bidder also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Bidder shall immediately notify JE A of status change.
- E. That Bidder has read, understands these instructions and will comply with the Section titled Ethics.

1.5.3. ETHICS (IFB)

By signing the Bid Form, 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 JE A and City of Jacksonville ordinances, policies and procedures regarding business ethics.

The Bidder shall submit only one (1) Bid in response to this Solicitation. If JE A has reasonable cause to believe the Bidder has submitted more than one (1) Bid for the same Work, other than as a Subcontractor or subsupplier, JE A 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 available at jea.com. Failure to fully complete and submit the Conflict of Interest Certificate will 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 Purchasing 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 thirty-six (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.

1.5.1. MODIFICATION OR WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its Bid at any time prior to the Bid Due Date and Time by giving written notice to JEA's Chief Procurement Officer. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after the Bid Due Date and Time. The Bidder shall not modify or withdraw its Bid from time of Bid opening and for a period of ninety (90) days following the opening of Bids.

1.5.2. AVAILABILITY OF BIDS AFTER BID OPENING

In accordance with the Florida Public Records Law, Florida Statutes, Chapter 119, copies of all Bids are available for public inspection thirty (30) days after the opening of Bids or on the date of Award announcement, whichever is earlier. Bidders may review opened Bids once they are available for public inspection by contacting the designated Buyer or JEA's Public Records custodian whose contact information can be found at jea.com. JEA will post a summary of the Bid results immediately after the Bid opening.

1.5.3. PROTEST OF BIDDING AND AWARD PROCESS

Companies shall file any protests regarding this Request for Quote in writing, in accordance with the JEA Procurement Code, as amended from time to time. The JEA Procurement Code is available online at jea.com.

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 Request for Quote 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.

2.2. DEFINITIONS

2.2.1. DEFINITIONS

Words and terms defined in this section shall have the same meaning throughout all parts of this Request for Quote 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 Request for Quote may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in this Request for Quote and/or Contract Documents, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

2.2.2. ACCEPTANCE

JEA's written notice by the Contract Administrator to the Company that all Work as specified in the Contract, or a portion of the Work as specified in a Task or Work Order, 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 does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

2.2.3. ADDENDUM/ADDENDA

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

2.2.4. AWARD

The written approval 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 bidder or proposer.

2.2.5. BID DOCUMENTS

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

2.2.6. BID

The document describing the Bidder's offer submitted in response to this Request for Quote.

2.2.7. BID PRICE

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

2.2.8. BIDDER

The respondent to 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. The words Contract and Purchase Order shall be considered synonymous for this solicitation and any subsequent Contract or Purchase 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 Request for Quote documents and Bid Documents as further described in the Section of the Request for Quote 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. CONTRACTOR

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

2.2.18. 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.

2.2.19. DELIVERY

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.

2.2.20. 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.

2.2.21. 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.

2.2.22. 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.

2.2.23. 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.

2.2.24. 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. .

2.2.25. REQUEST FOR QUOTE

The document (which may be electronic) issued by JEA's Procurement Department to solicit Bids.

2.2.26. SOLICITATION

See definition of Request for Quote ("RFQ").

2.2.27. SUBCONTRACTOR

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

2.2.28. TASK ORDER

A document that describes the Work or describes a series of tasks that the Company will perform in accordance with the Contract Documents. A Task Order may be issued as an attachment to a Purchase Order.

2.2.29. TERM

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

2.2.30. UNIT PRICES

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

2.2.31. 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. ORDER OF PRECEDENCE

The Contract shall consist of JEA's Contract and/or Purchase Order together with the Request for Quote including, but not limited to, the executed Bid 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:

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

2.4. PRICE AND PAYMENTS

2.4.1. PAYMENTS

2.4.1.1. PAYMENT METHOD – UPON DELIVERY AND INVOICE

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

2.4.2. 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:

- 1% 20, net 30
- 2% 10, 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.

2.4.3. 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.

2.4.4. 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.

2.5. WARRANTIES AND REPRESENTATIONS

2.5.1. WARRANTY

The Company unconditionally warrants to JEA for a period of not less than one (1) year from the date of Delivery that all Work furnished under the Contract, including but not limited to, materials, equipment, goods, workmanship, labor, services, and intellectual property, including derivative works shall be:

- Performed in a safe, professional and workman-like manner; and
- Free from Defects in design, material, and workmanship; and
- Fit for the use and purpose specified or referred to in the Contract; and
- Suitable for any other use or purpose as represented in writing by the Company; and
- In conformance with the Contract Documents; and
- Merchantable, new and of first-class quality.
- Conform to all applicable standards and regulations promulgated by federal, state, local laws and regulations, standards boards, organizations of the Department of State, and adopted industry association standards.

Labor/Services:

At JEA's option, if the Company performs labor/services that fail to conform to the above mentioned warranties, JEA may correct the Defect at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time upon notice by JEA, or JEA may return the Work at the Company's expense and terminate the Contract.

Materials, Supplies or Goods:

At JEA's option, if the Company provides materials, supplies, or goods that fail to conform to the above mentioned warranties, JEA may correct the Defect at the Company's expense if the Company fails to make the appropriate corrections within a

reasonable time upon notice by JEA, or JEA may return the Work for correction or replacement at the Company's expense, or JEA may return the Work at the Company's expense and terminate the Contract.

If, within the warranty period, JEA determines that any of the materials, supplies or goods are defective or exhibit signs of excess deterioration, the Company, at its own expense, shall repair, adjust, or replace the defective Work to the complete satisfaction of JEA. The Company shall pay all costs of removal, transportation, reinstallation, repair, and all other associated costs incurred in connection with correcting such Defects in the Work. The Company shall correct any Defects only at times designated by JEA. The Company shall extend the warranty period an additional twelve (12) months for any portion of the Work that has undergone warranty repair or replacement, but in no case shall the maximum warranty be extended beyond thirty-six (36) months.

If 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.

JEA may repair or replace any defective Work at the Company's expense when the Company fails to correct the Defect within a reasonable time of receiving written notification of the Defect by JEA, when the Company is unable to respond in an emergency situation, or when necessary to prevent JEA from substantial financial loss. Where JEA makes repairs or replaces defective Work, JEA will issue the Company a written accounting and invoice of all such work to correct Defects.

Where spare parts may be needed, Company warrants that spare parts will be available to JEA for purchase for at least seventy-five percent (75%) of the stated useful life of the product.

The Company's warranty excludes remedy for damage or Defect caused by abuse, improper or insufficient maintenance, improper operation, or wear and tear under normal usage.

2.6. INSURANCE, INDEMNITY AND RISK OF LOSS

2.6.1. 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: \$4,000,000 each occurrence and annual aggregate.

Company's Commercial General Liability, Excess and 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 Request for Quote 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.

2.6.2. INDEMNIFICATION & RISK OF LOSS

2.6.3. ENVIRONMENTAL INDEMNIFICATION

The Company shall hold harmless and indemnify JEA and Florida Power and Light (FPL), including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (the "Indemnified Parties") and will reimburse the Indemnified Parties from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the Company's, including, but not limited to, its agents, affiliates or assigns ("Parties"), actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Company's or other Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Contract by the Company or any Party at any time on or after the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Company or any Party. JEA and FPL will be entitled to control any remedial action, any proceeding relating to an environmental claim. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term of this Contract, and any holdover and/or Contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract.

2.6.4. TITLE AND RISK OF LOSS

Ownership, risks of damage to or loss of the Work shall pass to JEA upon Delivery to specified JEA facility. 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 Delivery.

For equipment and materials removed from JEA sites or the Work locations for repairs, service or duplication, JEA will retain the title to equipment and materials removed.

2.6.5. 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.

2.7. TERM AND TERMINATION

2.7.1. TERM

2.7.1.1. TERM OF CONTRACT - THROUGH COMPLETION OF WORK

The Contract shall be in force through completion of all Work, Acceptance and final payment, including resolution of all disputes, claims, or suits, if any. Certain provisions of this Contract may extend past termination including, but not limited to, Warranty and Indemnification provisions.

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

2.7.2. 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.

2.7.3. 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.

2.8. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.8.1. 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.

2.8.2. 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.

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

Public Records Request Coordinator
21 West Church Street, T-8
Jacksonville, FL 32202
Ph: 904-665-8606
publicrecords@jea.com

2.10. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.10.1. 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.

2.10.2. 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.

2.10.3. SAFETY AND PROTECTION PRECAUTIONS

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies including any orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that a violation of any provision of this clause is grounds for a Termination for Default, with no requirement to provide Company with a notice to cure. Additionally, the Company shall be responsible for all JEA damages associated with such termination.

The Company understands and agrees that JEA Representatives may stop Work at any time that JEA, at its sole discretion, considers the Company's Work to be unsafe or a risk to property, and to direct the Company to, at a minimum, perform as directed in such a way as to render the Work environment safe. The Company understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited to, any costs associated with any JEA directed safety improvements. The Company further understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by JEA to prevent harm to persons or damage to equipment does not, in any way, relieve the Company of this responsibility.

The Company Representative, or alternatively, the Company Supervisor, shall be designated as the Company's individual responsible for the prevention of accidents.

2.10.4. WORK LOCATION

Work shall be performed at the following location:

Contact: Sebastian Chmist
21 West Church Street, T-09
Jacksonville, FL, 32202
Office: (904) 665-7016
Cell: (860) 995-0075
Email: chmism@jea.com

2.10.5. 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.

2.11. MISCELLANEOUS PROVISIONS

2.11.1. 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.

2.11.2. AMENDMENTS

This Contract may not be altered or amended except in writing, signed by JEA Chief Procurement Officer, or designee.

2.11.3. 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.

2.11.4. 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.

2.11.5. 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.

2.11.6. 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.

2.11.7. HEADINGS

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

2.11.8. 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.

2.11.9. 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.

2.11.10. 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.

2.11.11. 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.

2.11.12. 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.

2.11.13. 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.

2.11.14. 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.

2.11.15. 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.

2.11.16. TIME OF ESSENCE

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

2.11.17. 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.

2.11.18. MERGER

During the term of this Contract and any extension thereof any invoice that may be issued by the Company to JEA shall be issued in accordance with and subject solely to the terms and conditions contained herein, notwithstanding any language to the contrary contained in such invoices. Any invoice issued during the Term and any extension thereof shall not modify or amend this Contract, unless such invoice is intended to modify or amend this Contract and does so in accordance with the terms of this Contract.

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 Request for Quote are provided in Appendix B or can be obtained on the JEA website at www.jea.com.

APPENDIX A - TECHNICAL SPECIFICATIONS
88399 Fleet purchase of Eight (8) New 2017 Model Year Half Ton 4x4 Pickup Trucks
Regular Cab, Extended Cab & Crew Cab Units

1. SCOPE

The purpose of this Invitation to Negotiate (the "ITN") is to solicit pricing and select a vendor for the Purchase of Eight (8) New 2017 Model Year Half Ton 4x4 Pickup Trucks at the lowest price to JEA.

It is the intent of the JEA to purchase **eight (8)** 4X4 HALF Ton Pickup Trucks with various configurations, up-fits and options of the following types: **four (4) Crew Cab, two (2) Extended Cab and two (2) Regular Cab.**

All units must be tested and delivered to JEA Fleet Facility (5717 New Kings Road Jacksonville, Florida 32209) in complete operational condition, with all required equipment and documentation by September 25, 2017.

2. MODEL

New 2017 model year production HALF Ton 4X4 Pickup Trucks (Ford F-150 or Equal). Reference: In-Service JEA UNITS for additional details and clarification.

NOTE: All EIGHT (8) UNITS must include all options listed in Sections 3.1 through Section 16.5

3. CHASSIS

- 3.1 **Base Curb Weight:** not to exceed **5,300 lbs.**
- 3.3 **WB:** All Units Short Wheel Base
- 3.5 **Height:** Not to exceed **76"**.
- 3.7 **Width Including Mirrors:** Not to exceed **98"**.
- 3.8 **Minimum Ground Clearance:** **9.2"**.
- 3.9 **Wheels:** **17" or 18"** Standard Steel or Aluminum or greater.
- 3.10 **Minimum Seating Capacity:** Three (3).
- 3.11 **Pay Load:** 1600 lbs. (Maximum Available).

4. ENGINE (V8 REQUIRED)

- 4.1 **Horse Power:** Minimum 365 HP @ 5750 RPM.
- 4.2 **Minimum Torque:** 365 lbs. @ 3850 RPM.
- 4.3 **No** Automatic Idle Shutdown.
- 4.4 V8.

5. TRANSMISSION

- 5.1 Minimum SIX (6) Speed Automatic.

APPENDIX A - TECHNICAL SPECIFICATIONS
88399 Fleet purchase of Eight (8) New 2017 Model Year Half Ton 4x4 Pickup Trucks
Regular Cab, Extended Cab & Crew Cab Units

6. TOWING

- 6.1 Class-3 Towing package with Pintle / 2" Ball Combination Insert (Make Model: TOW READY # 63011 and # 63057).



- 6.2 7 Pin Round Trailer Plug (JEA Standard).
- 6.3 **Minimum:** Max loaded trailer weight 6000 lbs.

7. DIFFERENTIALS

- 7.1 Rear: Limited Slip.

8. TIRES

- 8.1 **MUD** Terrain Tread.

9. BRAKES

- 9.1 Four wheel disc brakes.
- 9.2 Anti-Lock Brake System (ABS).

10. FUEL TANK

- 10.1 Minimum 23 gallon useable fuel capacity.

11. CHASSIS ELECTRICAL AND LIGHTING (NO SCOTCH LOCK CONNECTIONS)

- 11.1 **Meters:** hour meter, mileage, engine oil pressure, engine temperature, charging system, fuel level (In Cab / Dash Mounted).
- 11.2 **Auxiliary / Accessory Lugs:** To wire GPS, Fuel Rings, Strobe Lights & Etc.
- 11.4 **All Cab / Chassis Lights:** LED ONLY.
- 11.5 4 Corner Mounted, Recessed LED Strobe Slights.
- 11.7 **DC Accessory Power Outlets:** 3 DC power outlets in cab for accessories with spring loaded cover (For Cell Phone Chargers & Etc.).
- 11.8 **Master Switch:** Mounted drivers side / inside (Mitigate Dead Batteries).

12. ADDITIONAL REQUIRED EQUIPMENT

- 12.1 **Power Package:** Power Windows, Locks, Tow Mirrors, Cruise Control & Tilt Wheel.
- 12.2 Factory installed Air Conditioner and Heater.

APPENDIX A - TECHNICAL SPECIFICATIONS
88399 Fleet purchase of Eight (8) New 2017 Model Year Half Ton 4x4 Pickup Trucks
Regular Cab, Extended Cab & Crew Cab Units

12.3 Backup Camera and Backup Sensors.

12.4 AM / FM Stereo with Auxiliary Input.

12.5 **Tow/Recovery Hooks:** Front & Rear.

12.6 Window Tint: driver, passenger & rear windows (Max Legal in FL).

12.7 Roof Mounted LED remote controlled GO Light (Model # 20074, Radioray LED).

12.8 Sprayed in bed liner, including tail gate (LINE X or Equal).

12.9 **Nerf Bars / Steps:** Drivers & Passengers Side.

13. COLOR/GRAPHICS

13.1 White exterior.

13.2 Delete all vendor and manufacturer identification decals **except required** safety & reference identification tags, decals, data plates & placards.

14. MANUALS, VIDEOS, KEYS & OPERATOR ORIENTATION

14.1 (1) Set of operator, maintenance / repair & parts manuals per unit (Including CD or DVD).

14.2 (1) Operator & Safety Training DVD per unit.

14.3 (5) complete sets of **keys** per unit (Chassis and Tool Boxes).

14.4 (1) On-Site JEA Operator Orientation Class (Complete Unit: Chassis & Attachments).

14.5 (1) On-Site JEA Maintenance Orientation Class (Complete Unit: Chassis & Attachments).

14.6 Include a complete paper copy Specification / Build Sheet in all units.

14.7 Must include/document the **Vin Number, Make and Model** on all invoices and change order invoices.

15. WARRANTY

15.1 Minimum 3 Year / 36,000 Mile warranty. Include all standard manufacturer warranties.

15.2 Warranty period starts when the units are received at JEA Fleet Facility, Inspected and Accepted.

16. OTHER REQUIREMENTS

16.1 Purchase / Install CITY License Plates.

16.2 Install JEA provided Branding / Decals (You may use JEA's current vendor at your expense).

16.3 **Install JEA Required/Provided Safety Equipment:** Purple-K Fire Extinguisher (5 lb.), First Aid Kit and Key. Safe

16.4 Current **DOT** Inspection / Certification with Decal installed lower left inside corner of windshield.

APPENDIX A - TECHNICAL SPECIFICATIONS
88399 Fleet purchase of Eight (8) New 2017 Model Year Half Ton 4x4 Pickup Trucks
Regular Cab, Extended Cab & Crew Cab Units

16.5 **Coffin Lid Tool Box:** Low Profile / Deep Box / CAM LOCKER (Aluminum).
Referenced /Reviewed at Catlin and Son.

17 ADDITIONAL EQUIPMENT FOR TWO (2) of the CREW CAB 4X4 PICKUP TRUCKS

17.1 Add the Following SPECIALTY OPTIONS

- 1) Passenger & Drivers Side **Saddle/Side** Tool Boxes to match the Coffin Lid Tool Box
(All Keyed the Same)

**18 ADDITIONAL EQUIPMENT FOR ONE (1) of the REGULAR CAB 4X4 PICKUP TRUCKS. NO
DECALS OR ROOF MOUNTED STROBE LIGHTS ON THIS UNIT**

18.1 Add the Following SPECIALTY OPTIONS

- 1) Diamondback 270 Aluminum Utility Bed Cover
- 2) **1000 Watt Inverter (Xantrex PROwatt SW 1000, Pure Sine Wave Inverter or Equal)**
mounted behind passenger side seat against bulkhead with outlets facing driver side.
Wire to Battery Power with Re-Settable Breaker.

19 ADDITIONAL EQUIPMENT FOR ONE (1) of the REGULAR CAB 4X4 PICKUP TRUCKS.

19.1 Add the Following SPECIALTY OPTIONS

- 1) Fiberglass Tonneau Cover
- 2) Aluminum Bed Slide

NOTE: All Units, Attachments, Products & Services must meet & comply with all applicable regulations and specifications including but not limited to Federal and State Laws, OSHA Regulations, ANSI Standards, DOT Regulations and ASTM Standards. All Units must be delivered to the JEA Fleet Facility with a minimum $\frac{3}{4}$ tank of fuel. Contact **Mark Murray** at **904-328-8501** 48 Hours prior to delivery. Delivery times are **Monday** through **Friday 08:00 AM – 03:00 PM** at **5717 New Kings Road Jacksonville Florida, 32209.**

APPENDIX B - RESPONSE WORKBOOK 88399 Fleet purchase of Eight (8) New 2017 Model Year Half Ton 4x4 Pickup Trucks - Regular Cab, Extended Cab & Crew Cab Units (Enter pricing in yellow cells below only)				
Item	Est.	Description	Unit Price	Total Price
No.	Qty.			
1	4	Half Ton CREW CAB 4X4 Pickup Trucks (Sections 3.1 - Sections 16.5)	\$0.00	\$0.00
2	2	Added Specialty Options for two (2) of the four (4) Crew Cab Units, Add Pricing for items in Appendix A - Technical Specifications Requirement Section 17 only	\$0.00	\$0.00
3	2	Half Ton EXTENDED CAB 4X4 Pickup Trucks (Sections 3.1 - Sections 16.5)	\$0.00	\$0.00
4	2	Half Ton REGULAR CAB 4X4 Pickup Trucks (Sections 3.1 - Sections 16.5)	\$0.00	\$0.00
5	1	Added Specialty Options for one (1) of the two (2) Regular Cab Units, Add Pricing for items in Appendix A - Technical Specifications Requirement Section 18 only	\$0.00	\$0.00
6	1	Added Specialty Options for one (1) of the two (2) Regular Cab Units, Add Pricing for items in Appendix A - Technical Specifications Requirement Section 19 only	\$0.00	\$0.00

TOTAL (Transfer total to Page 1 Appendix B - Response Form) \$0.00

APPENDIX B – RESPONSE FORM
88399 Fleet purchase of Eight (8) New 2017 Model Year Half Ton 4x4 Pickup Trucks
Regular Cab, Extended Cab & Crew Cab Units

Submit **Response Form** along with other required documents in an email to:
Elaine Selders (seldel@jea.com)

Company Name: _____

Company's Address _____

License Number (if applicable) _____

Phone Number: _____ FAX No: _____ Email Address: _____

BID SECURITY REQUIREMENTS

- ☒ None required
☐ Certified Check or Bond Five Percent (5%)

TERM OF CONTRACT

- ☒ One Time Purchase
☐ Annual Requirements
☐ Other, Specify- Project Completion

SAMPLE REQUIREMENTS

- ☒ None required
☐ Samples required prior to Response Opening
☐ Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

- ☒ None required
☐ Bond required 100% of Bid Award

QUANTITIES

- ☒ Quantities indicated are exacting
☐ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS

- ☐ 1% 20, net 30
☐ 2% 10, net 30
☐ Other _____
☐ None Offered

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES	TOTAL BID PRICE
1	Total Cost for Purchase of Eight (8) New 2017 Model Year Half Ton 4x4 Pickup Trucks (Transfer from Appendix B Response Workbook)	\$ _____

RESPONDENT CERTIFICATION

By submitting this Response, the Respondent certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Respondent Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Respondent also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda _____

_____ through _____

_____ Handwritten Signature of Authorized Officer of Company or Agent _____ Date

_____ Printed Name and Title