

APPENDIX B MINIMUM QUALIFICATION INFORMATION

ITN # 066-17 – DECOMMISSIONING AND DISPOSAL SCRAP ELECTRIC EQUIPMENT

GENERAL

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED IN THE FORMAT ATTACHED. THE REPORT SHALL BE PRESENTED IN THE ORDER DESCRIBED BELOW. IN ORDER TO BE CONSIDERED A QUALIFIED SUPPLIER BY JEA YOU MUST MEET ALL THE CRITERIA LISTED AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SPECIFICATION.

THE RESPONDENT MUST COMPLETE THE FOLLOWING INFORMATION AND ANY OTHER INFORMATION OR ATTACHMENTS. SUBMIT THIS FORM ORIGINAL AND TWO (2) COPIES WITH THE RESPONSE SUBMISSION.

RESPONDENT INFORMATION

COMPANY NAME: Florida Transformer, Inc. DBA Emerald Transformer

BUSINESS ADDRESS: 4509 US Hwy 83 N

CITY, STATE, ZIP CODE: Defuniak Springs, FL 32435

TELEPHONE: 317.509.6220

FAX: 317.577.9304

E-MAIL: cbruner@emeraldtransformer.com

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Chris Bruner

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: National Account Manager

- o The Respondent shall have successfully completed two (2) similar projects within the previous five (5) years, date ending February 1, 2017.
 - A similar project is defined as a decommissioning and electrical equipment scrapping project at least one (1) year in length and over \$150,000.00 in value.

APPENDIX B RESPONSE FORM
066-17 Decommissioning and Disposal of Scrap Electrical Equipment

The Response shall submit one **(1) original Response, three (3) duplicates** (hardcopies), and one (1) CD or Flash Drive. The electronic version shall have the word tracked changes version of any terms and conditions comments and excel quotation of rates workbook. If there is a discrepancy between the electronic copy and hard copy, the hard copy will prevail. JEA will not accept Proposals transmitted via email.

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COMPANY NAME: Florida Transformer, Inc. DBA Emerald Transformer
 BUSINESS ADDRESS: 4509 US Highway 83 N
 CITY, STATE, ZIP CODE: Defuniak Springs, FL 32435
 TELEPHONE: 317.509.6220
 FAX: 317.577.9304
 EMAIL ADDRESS: cbruner@emeraldtransformer.com

Respondent's Certification

By submitting this Response, the Respondent certifies (1) that it has read and reviewed all of the documents pertaining to this ITN and agrees to abide by the terms and conditions set forth therein, (2) that the person signing below is an authorized representative of the Respondent, and (3) that the Respondent is legally authorized to do business and maintains an active status in the State of Florida. The Respondent certifies that it's recent, current, and projected workload will not interfere with the Respondent's ability to work in a professional, diligent and timely manner.

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

| | |
|--|----|
| Total From Quotation of Rates Workbook | \$ |
|--|----|

We have received addenda 066-17 add 1through add 2

| | |
|---|-------------------------------------|
| <u>Signature of Authorize Officer of Respondent or Agent</u> | <u>4.03.17</u> Date |
| <u>Chris Bruner, National Account Mgr</u> Printed Name & Title | <u>317.509.6220</u> Phone Number |

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ITN # 066-17 – DECOMMISSIONING AND DISPOSAL SCRAP ELECTRIC EQUIPMENT

GENERAL

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PRINT NAME OF AUTHORIZED REPRESENTATIVE: Chris Bruner

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: National Account Manager

- o The Respondent shall have successfully completed two (2) similar projects within the previous five (5) years, date ending February 1, 2017.
 - A similar project is defined as a decommissioning and electrical equipment scrapping project at least one (1) year in length and over \$150,000.00 in value.



Building Community®

Procurement Bid Office
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

March 21, 2017

ADDENDUM NUMBER: **One (1)**

TITLE: **Decommissioning and Disposal of Scrap Electrical Equipment**

JEA ITN NUMBER: **066-17**

RESPONSE DUE DATE: **April 4, 2017**

TIME OF RECEIPT: **12:00 PM**

TIME OF OPENING: **2:00 PM**

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

- 1. CLARIFICATION:** The Prebid is on March 22, 2017 at 9:30 a.m. and the Prebid Location is at: JEA, Customer Center Bid Office, room 002, 21 West Church Street, Jacksonville, FL 32202.
- 2. REPLACE:** Section 2.6.1. Insurance issued with the original solicitation is replaced by the section 2.6.1 issued in Addendum 1.

Acknowledge receipt of this addendum on the Response Form

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, including Pollution Liability; 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, including Pollution Liability; 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, including Pollution Liability); Insurance Limits: \$5,000,000 each occurrence and annual aggregate.

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two years after Work is complete. Company's Commercial General Liability, Automobile Liability, and Excess or Umbrella Liability insurance policies shall include Pollution Liability coverage for sudden and accidental occurrence, including clean-up expenses. 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 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.

EVALUATION TOTAL

| | |
|--|------------------------|
| FILLED TRANSFORMERS (payable to JEA) | \$ 1,626,862.48 |
| EMPTY TRANSFORMERS (payable to JEA) | \$ 104,646.17 |
| DISPOSAL COST (Cost to JEA) | \$ (77,456.80) |
| TOTAL (ESTIMATED PRICE PAID TO JEA BASED ON PROVIDED FORECASTS) Enter this Amount on the Bid Form Page 1 ** Note this amount is for evaluation purposes only and is not an actual payment to JEA *** Actual Payments to JEA will be based on the itemized percentages and prices Payable to JEA per the applicable indices and contract terms | \$ 1,654,051.86 |

DISPOSAL COSTS

| Item | PCB Category | Annual Estimated Quantities | Unit | Cost | Cost to JEA |
|---|---|-----------------------------|------------------|---------------|--------------------|
| Example | Example | Quantity (Q) | UOM | (C) | Q*C = CJEA |
| Transformers (Pole and Pad) 3-Phase Pads | > 50 < 500 ppm (full or empty) | 12000 | per pound | \$1.00 | \$12,000.00 |
| Transformers (Pole and Pad) 3-Phase Pads | > 50 < 500 ppm (full or empty) | 22000 | per pound | \$ 1.00 | \$ (22,000.00) |
| Oil Switches | < 50 ppm | 5000 | per pound | \$ 0.10 | \$ (500.00) |
| | 50-499 ppm | 2 | per pound | \$ 1.00 | \$ (2.00) |
| | > 500 ppm | 2 | per pound | \$ 3.95 | \$ (7.90) |
| PT/CT/CCVT | < 50 ppm | 9000 | per pound | \$ 0.25 | \$ (2,250.00) |
| | 50-499 ppm | 2 | per pound | \$ 0.85 | \$ (1.70) |
| | > 500 ppm | 2 | per pound | \$ 3.95 | \$ (7.90) |
| Oil Circuit Breakers (without bushings) | < 50 ppm | 2 | per pound | \$ 1.00 | \$ (2.00) |
| | 50-499 ppm | 2 | per pound | \$ 1.00 | \$ (2.00) |
| | > 500 ppm | 2 | per pound | \$ 3.95 | \$ (7.90) |
| Wave Traps | < 50 ppm | 2 | per pound | \$ - | \$ - |

| Item | PCB Category | Annual Estimated Quantities | Unit | Cost | Cost to JEA |
|---|--------------------------------|-----------------------------|------------|-----------|-----------------------|
| Example | Example | Quantity (Q) | UOM | (C) | Q*C = CJE A |
| Transformers (Pole and Pad) 3-Phase Pads | > 50 < 500 ppm (full or empty) | 12000 | per pound | \$1.00 | \$12,000.00 |
| Bushings | Non-PCB (< 50 ppm) | 15000 | per pound | \$ 0.25 | \$ (3,750.00) |
| | PCB (> 50 ppm) | 9000 | per pound | \$ 1.00 | \$ (9,000.00) |
| Potheads | Non-PCB (< 50 ppm) | 2 | per pound | \$ 0.25 | \$ (0.50) |
| | PCB (> 50 ppm) | 2 | per pound | \$ 1.00 | \$ (2.00) |
| Capacitors | Non-PCB (< 50 ppm) | 7000 | per pound | \$ 1.00 | \$ (7,000.00) |
| | PCB (> 50 ppm) | 2 | per pound | \$ 3.95 | \$ (7.90) |
| Bulk Oil | > 50 ppm (mineral oil) | 7000 | per gallon | \$ 3.90 | \$ (27,300.00) |
| Fluid in Drums | < 50 ppm (mineral oil) | 12 | per drum | \$ 50.00 | \$ (600.00) |
| | 50-499 ppm (mineral oil) | 2 | per drum | \$ 445.00 | \$ (890.00) |
| | > 500 ppm (mineral oil) | 2 | per drum | \$ 495.00 | \$ (990.00) |
| Debris in Drums | | 4000 | per pound | \$ 0.39 | \$ (1,575.00) |
| Debris (Bulk - Landfill) | | 2 | per ton | \$ 780.00 | \$ (1,560.00) |
| SUBTOTAL DISPOSAL COSTS | | | | | \$ (77,456.80) |

FILLED TRANSFORMERS, COPPER, MIXED AND ALUMINUM WINDINGS

| | A | B | C | E |
|--|--|---|-------------------------------|---------------------------------|
| Item Description Copper Windings | American Metals Market (AMM) # 1 Copper monthly average price per pound (Base Date for Purpose of Evaluation February 1, 2017) | Contract Pricing Formula % of American Metals Market (AMM) # 1 Copper Monthly Average price per pound based on month of pickup (Percentage of Index) | Annual (KVA) Estimates | Payable to JEA = (A*B*C) |
| Polemount | \$2.09 | 205.00% | 25000 | \$ 107,112.50 |
| Single-Phase Padmount | \$2.09 | 205.00% | 1 | \$ 4.28 |
| Three-Phase Padmount | \$2.09 | 150.00% | 12500 | \$ 39,187.50 |
| Item Description Mixed Windings | American Metals Market (AMM) # 1 Copper monthly average price per pound (Base Date for Purpose of Evaluation February 1, 2017) | Contract Pricing Formula % of American Metals Market (AMM) # 1 Copper Monthly Average price per pound based on month of pickup | Annual (KVA) Estimates | |
| Polemount | \$2.09 | 122.00% | 41000 | \$ 104,541.80 |
| Single-Phase Padmount | \$2.09 | 94.00% | 33000 | \$ 64,831.80 |
| Three-Phase Padmount | \$2.09 | 79.00% | 170000 | \$ 280,687.00 |
| Item Description Aluminum Windings | American Metal Market Secondary Smelters' Aluminum Scrap, Mixed Low Copper Clips - high number; aluminum price (Base Date for Purpose of Evaluation February 1, 2017) | Contract Pricing Formula American Metal Market Secondary Smelters' Aluminum Scrap, Mixed Low Copper Clips - high number; aluminum price will be established by using the AMM price on the first business day of the month in which the pickup occurs | Annual (KVA) Estimates | |
| Polemount | \$0.58 | 138.00% | 561000 | \$ 449,024.40 |
| Single-Phase Padmount | \$0.58 | 113.00% | 33000 | \$ 21,628.20 |
| Three-Phase Padmount | \$0.58 | 325.00% | 297000 | \$ 559,845.00 |
| JEA WILL BE REIMBURSED FOR OIL REMOVED FROM TRANSFORMERS BASED ON THE FOLLOWING FORMULA | | | | |
| INDEX PRICE * PERCENTAGE OF INDEX * ANNUAL ESTIMATED GALLONS = PAYABLE TO JEA | | | | |
| Total Bid Amount | | | | \$ 1,626,862.48 |
| For this EXAMPLE the AMM Price of \$2.25 is used - Formula (\$2.25* %AMM*KVA) = TOFU | \$2.00 | 10% | 1000 | \$200.00 |

EMPTY TRANSFORMERS, COPPER, MIXED AND ALUMINUM WINDINGS

| | A | B | C | E |
|--|---|--|-------------------------------|---------------------------------------|
| Item Description Copper Windings | American Metals Market (AMM) # 1 Copper monthly average price per pound (Base Date for Purpose of Bid Evaluation February 1, 2017) | Contract Pricing Formula % of American Metals Market (AMM) # 1 Copper Monthly Average price per pound based on month of pickup. (Percentage of Index) | Annual (KVA) Estimates | Payable to JEA = (A*B*C) |
| Polemount | \$2.09 | 167.00% | 5000 | \$ 17,451.50 |
| Single-Phase Padmount | \$2.09 | 167.00% | 3 | \$ 10.47 |
| Three-Phase Padmount | \$2.09 | 97.00% | 4000 | \$ 8,109.20 |
| Item Description Mixed Windings | American Metals Market (AMM) # 1 Copper monthly average price per pound (Base Date for Purpose of Bid Evaluation February 1, 2017) | Contract Pricing Formula % of American Metals Market (AMM) # 1 Copper Monthly Average price per pound based on month of pickup. | Annual (KVA) Estimates | Payable to JEA = (A*B*C)+(C*D) |
| Polemount | \$2.09 | 82.00% | 17000 | \$ 29,134.60 |
| Single-Phase Padmount | \$2.09 | 56.00% | 5000 | \$ 5,852.00 |
| Three-Phase Padmount | \$2.09 | 47.00% | 4000 | \$ 3,929.20 |
| Item Description Aluminum Windings | American Metal Market Secondary Smelters' Aluminum Scrap, Mixed Low Copper Clips - high number; Aluminum price (Base Date for Purpose of Bid Evaluation February 1, 2017) | Contract Pricing Formula American Metal Market Secondary Smelters' Aluminum Scrap, Mixed Low Copper Clips - high number; aluminum price will be established by using the AMM price on the first business day of the month in which the pickup occurs | Annual (KVA) Estimates | Payable to JEA = (A*B*C)+(C*D) |
| Polemount | \$0.58 | 5.00% | 33000 | \$ 957.00 |
| Single-Phase Padmount | \$0.58 | 28.00% | 10000 | \$ 1,624.00 |
| Three-Phase Padmount | \$0.58 | 209.00% | 31000 | \$ 37,578.20 |
| SUBTOTAL EMPY TRANSFORMERS | | | | \$ 104,646.17 |
| For this EXAMPLE the AMM Price of \$2.25 is used - Formula (\$2.25* %AMM*KVA)+(OFU*KVA) = TOFU | 2.25 | 10% | 1000 | \$225.00 |



Building Community®

Procurement Bid Office
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

March 30, 2017

ADDENDUM NUMBER: **Two (2)**

TITLE: **Decommissioning and Disposal of Scrap Electrical Equipment**

JEA ITN NUMBER: **066-17**

RESPONSE DUE DATE: **April 4, 2017**

TIME OF RECEIPT: **12:00 PM**

TIME OF OPENING: **2:00 PM**

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

1. **REPLACE:** The Bid Workbook issued with addendum 2, replaces the Bid Workbook issued with the Original Solicitation.
2. **Supplier Inquiry: Please provide years worth of**
For 2016 :
 - Poles Al wound 770 / 28,160 kva
 - Poles cu wound 41 / 1225 kva
 - Poles mixed winging 404 / 15,422 kva
 - Pads Al wound 38 / 9725 kva
 - Pads mixed winding 66 / 7,285 kva
 - 3 phase pads Al winding 21 / 8,925 kva
 - 3 phase pads cu wound 2 / 450 kva
 - 3 phase pads mixed winding 19 / 8,134 kva
3. **DELETE:** Section 7.5 is deleted from the Appendix A Technical Specifications.

Acknowledge receipt of this addendum on the Response Form

Solicitation

**For Participation in an Invitation to Negotiate
Decommissioning and Disposal of Scrap Electrical Equipment**



Jacksonville, FL

Solicitation Number 066-17

Mandatory Pre-Response Meeting in Person on March 22, 2017, at 9:30 a.m.

Mandatory Pre-Response Meeting Location: Buckman Waste Water Treatment Plant, Main Conference Room, 2400 Talleyrand, Jacksonville, FL 32206.

Responses are due on April 4, 2017 by 12:00 pm

Direct delivery or mail to JEA Bid Office, Customer Center 1st Floor, Room 002

21 W. Church Street, Jacksonville, FL 32202

JEA will publicly open all Responses received from qualified Respondents April 4, 2017, at 2:00 p.m. in the JEA Bid Office, Customer Center 1st Floor, Room 002, 21 W. Church Street, Jacksonville, FL

TABLE OF CONTENTS

1. INTENT TO NEGOTIATE.....5

1.1. INVITATION5

1.1.1. SCOPE OF WORK (ITN)5

1.1.2. QUESTIONS (ITN).....5

1.1.3. BACKGROUND5

1.1.4. INVITATION TO NEGOTIATE5

1.1.5. MANDATORY PRE-RESPONSE MEETING IN PERSON6

1.1.6. OPENING OF RESPONSES.....6

1.2. SPECIAL INSTRUCTIONS.....7

1.2.1. MINIMUM QUALIFICATIONS7

1.2.2. NUMBER OF CONTRACTS TO BE AWARDED7

1.2.3. INSURANCE REQUIREMENTS7

1.2.4. LETTER OF CREDIT7

1.2.5. SAFETY QUALIFICATION REQUIREMENTS (ITN)8

1.2.6. TIME8

1.2.7. REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE8

1.3. EVALUATION METHODOLOGY8

1.3.1. EVALUATION AND NEGOTIATION PROCESS8

1.3.2. ALTERNATE PROVISIONS AND CONDITIONS.....10

1.4. SELECTION CRITERIA.....10

1.4.1. QUOTATION OF RATES10

1.4.2. TIE10

1.5. GENERAL INSTRUCTIONS11

1.5.1. SUBMITTING THE RESPONSE11

1.5.2. ADDENDA.....11

1.5.3. CONTRACT EXECUTION AND START OF WORK.....11

1.5.4. DEFINED TERMS11

1.5.5. EX PARTE COMMUNICATION.....11

1.5.6. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY12

1.5.7. ETHICS12

1.5.8. JEA PUBLICATIONS.....13

1.5.9. MATHEMATICAL ERRORS.....13

1.5.10. MODIFICATION OR WITHDRAWAL OF RESPONSES13

1.5.11. PROHIBITION AGAINST CONTINGENT FEES13

1.5.12. PROTEST OF ITN AND AWARD PROCESS13

1.5.13. RESERVATION OF RIGHTS TO JEA.....13

1.5.14. SUNSHINE LAW14

1.5.15. SUBCONTRACTORS15

1.6. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS....15

1.6.1. OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM
15

2. CONTRACT TERMS AND CONDITIONS.....16

2.1. CONTRACT TERMS AND CONDITIONS16

2.2. DEFINITIONS.....16

2.2.1. DEFINITIONS16

2.2.2. ADDENDUM/ADDENDA16

2.2.3. ANNIVERSARY DATE16

2.2.4. AWARD16

| | | |
|---------|---|----|
| 2.2.5. | CHANGE ORDER | 16 |
| 2.2.6. | COMPANY | 16 |
| 2.2.7. | CONTRACT | 16 |
| 2.2.8. | CONTRACT ADMINISTRATOR | 17 |
| 2.2.9. | CONTRACT AMENDMENT | 17 |
| 2.2.10. | CONTRACT DOCUMENTS | 17 |
| 2.2.11. | CONTRACT PRICE | 17 |
| 2.2.12. | CONTRACT TIME..... | 17 |
| 2.2.13. | DEFECT | 17 |
| 2.2.14. | HOLIDAYS | 17 |
| 2.2.15. | INVITATION TO NEGOTIATE..... | 17 |
| 2.2.16. | INVOICE | 17 |
| 2.2.17. | JEA | 18 |
| 2.2.18. | JEA REPRESENTATIVES..... | 18 |
| 2.2.19. | PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER..... | 18 |
| 2.2.20. | PERFORMANCE - TOP PERFORMANCE/PERFORMER..... | 18 |
| 2.2.21. | PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER..... | 18 |
| 2.2.22. | RESPONSE..... | 18 |
| 2.2.23. | RESPONDENT | 18 |
| 2.2.24. | SUBCONTRACTOR | 18 |
| 2.2.25. | SOLICITATION | 18 |
| 2.2.26. | TERM..... | 18 |
| 2.2.27. | UNIT PRICES | 18 |
| 2.2.28. | WORK OR SCOPE OF SERVICES | 19 |
| 2.3. | CONTRACT DOCUMENTS | 19 |
| 2.3.1. | ORDER OF PRECEDENCE | 19 |
| 2.4. | PRICE AND PAYMENTS | 19 |
| 2.4.1. | INVOICING AND PAYMENT TERMS | 19 |
| 2.4.2. | PRICE ADJUSTMENT-MONTHLY..... | 20 |
| 2.4.3. | TAXES | 20 |
| 2.5. | WARRANTIES AND REPRESENTATIONS | 20 |
| 2.5.1. | WARRANTY - SERVICES | 20 |
| 2.6. | INSURANCE, INDEMNITY AND RISK OF LOSS | 20 |
| 2.6.1. | INSURANCE | 20 |
| 2.6.2. | INDEMNIFICATION (JEA STANDARD) | 21 |
| 2.6.3. | RISKS AND PROPERTY | 22 |
| 2.6.4. | INSPECTION..... | 22 |
| 2.6.5. | FREE AND CLEAR TITLE..... | 22 |
| 2.7. | TERM AND TERMINATION | 22 |
| 2.7.1. | TERM OF CONTRACT – DEFINED DATES | 22 |
| 2.7.2. | TERMINATION FOR CONVENIENCE..... | 22 |
| 2.7.3. | TERMINATION FOR DEFAULT | 22 |
| 2.7.4. | LETTER OF CREDIT | 23 |
| 2.8. | CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION | 24 |
| 2.8.1. | PUBLIC RECORDS LAWS | 24 |
| 2.8.2. | INTELLECTUAL PROPERTY | 25 |
| 2.8.3. | PROPRIETARY INFORMATION | 25 |
| 2.8.4. | PUBLICITY AND ADVERTISING | 26 |
| 2.9. | LABOR..... | 26 |
| 2.9.1. | PROHIBITED FUTURE EMPLOYMENT..... | 26 |

| | | |
|----------|--|----|
| 2.9.2. | HIRING OF OTHER PARTY'S EMPLOYEES | 27 |
| 2.9.3. | COMPANY'S LABOR RELATIONS | 27 |
| 2.10. | COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT | 27 |
| 2.10.1. | JEA ACCESS BADGES | 27 |
| 2.10.2. | COMPANY REPRESENTATIVES | 27 |
| 2.10.3. | COMPANY REVIEW OF PROJECT REQUIREMENTS | 27 |
| 2.10.4. | LICENSES | 27 |
| 2.10.5. | SAFETY AND PROTECTION PRECAUTIONS | 28 |
| 2.11. | VENDOR PERFORMANCE EVALUATION | 28 |
| 2.11.1. | VENDOR PERFORMANCE EVALUATION | 28 |
| 2.12. | JEA RESPONSIBILITIES | 29 |
| 2.12.1. | SUSPENSION OF SERVICES | 29 |
| 2.12.2. | FORCE MAJEURE | 30 |
| 2.12.3. | COORDINATION OF SERVICES PROVIDED BY JEA | 30 |
| 2.13. | MISCELLANEOUS PROVISIONS | 30 |
| 2.13.1. | AMBIGUOUS CONTRACT PROVISIONS | 30 |
| 2.13.2. | AMENDMENTS | 30 |
| 2.13.3. | APPLICABLE STATE LAW; VENUE; SEVERABILITY | 30 |
| 2.13.4. | CUMULATIVE REMEDIES | 31 |
| 2.13.5. | DELAYS | 31 |
| 2.13.6. | ENTIRE AGREEMENT | 31 |
| 2.13.7. | EXPANDED DEFINITIONS | 31 |
| 2.13.8. | HEADINGS | 31 |
| 2.13.9. | INDEPENDENT CONTRACTOR | 31 |
| 2.13.10. | LANGUAGE AND MEASUREMENTS | 31 |
| 2.13.11. | MEETINGS AND PUBLIC HEARINGS | 31 |
| 2.13.12. | NEGOTIATED CONTRACT | 32 |
| 2.13.13. | NONEXCLUSIVE | 32 |
| 2.13.14. | REFERENCES | 32 |
| 2.13.15. | SEVERABILITY | 32 |
| 2.13.16. | SUBCONTRACTING OR ASSIGNING OF CONTRACT | 32 |
| 2.13.17. | SURVIVAL | 32 |
| 2.13.18. | TIME AND DATE | 33 |
| 2.13.19. | TIME OF ESSENCE | 33 |
| 2.13.20. | WAIVER OF CLAIMS | 33 |
| 3. | TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK | 33 |
| 3.1. | TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK (APPENDIX A) | 33 |
| 4. | FORMS (APPENDIX B) | 33 |
| 4.1. | APPENDIX B FORMS | 33 |

SOLICITATION

1. INTENT TO NEGOTIATE

1.1. INVITATION

1.1.1. SCOPE OF WORK (ITN)

The purpose of this Invitation to Negotiate (the "ITN") is for JEA to evaluate and select companies that can provide decommissioning and scrap services for electrical equipment (the "Surplus Items") at the best value to JEA (the "Work" or "Services").

JEA intends to award one (1) Contract, up to five (5) years, to a company that can provide the following services for electrical equipment:

- Decommissioning
- Cleaning
- Environmental disposal of contaminated materials
- Recycling of scrap materials

A more detailed description of the Work is provided in the Technical Specifications included as Appendix A to this ITN.

1.1.2. QUESTIONS (ITN)

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

For Procurement Questions:

Buyer: Rodney Lovgren
E-mail: lovgrd@jea.com

For Technical Questions:

Contact: John Bustamante
E-mail: bustjc@jea.com

1.1.3. BACKGROUND

JEA owns, operates and manages the electric system established by the City of Jacksonville, Florida in 1895. JEA is also co-owner, with Florida Power and Light ("FPL") of the St Johns River Power Park ("SJRPP"). In June 1997, JEA also assumed operation of the water and sewer system previously managed by the City. JEA is Florida's largest municipally owned utility and the seventh largest municipal in the United States.

1.1.4. INVITATION TO NEGOTIATE

You are invited to submit a Response to the Invitation To Negotiate noted below:

JEA ITN Title: Decommissioning and Disposal of Scrap Electrical Equipment

JEA ITN Number: 066-17

To obtain more information about this Solicitation:

066-17 Decommissioning and Disposal of Scrap Electrical Equipment

Page 5 of 33

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

RESPONSE DUE TIME: 12:00P.M. - ALL LATE RESPONSES FOR WHATEVER REASON WILL BE RETURNED UNOPENED.

RESPONSE DUE DATE: April 4, 2017

All Responses must reference the JEA ITN Title and Number noted above. All Responses must be made on the appropriate forms as specified within this ITN, and placed in an envelope marked to identify this ITN and delivered or mailed to:

JEA Procurement, Bid Office, 21 West Church Street, Customer Center 1st Floor, Room 002, Jacksonville, FL 32202

The Respondent shall be solely responsible for delivery of its Response to the JEA Bid Office. Please note, JEA employs a third party courier service to deliver its mail from the local U.S. Post Office (USPS) which could cause a delay of Response delivery if mailed through the USPS. Therefore, JEA recommends hand delivery to the JEA Bid Office. Reliance upon the USPS, the courier service employed by JEA, or public carriers is at the Respondent's risk. Responses are due by the time and on the date listed above.

ALL LATE RESPONSES FOR WHATEVER REASON WILL BE RETURNED UNOPENED.

1.1.5. MANDATORY PRE-RESPONSE MEETING IN PERSON

There will be a mandatory Pre-Response meeting. All interested parties must attend the Pre-Response meeting. Each Respondent will be required to sign in at the beginning of the meeting. A Respondent shall only sign in representing one company, unless otherwise specified by JEA. Respondents not attending the Pre-Response meeting shall have their Responses rejected, and returned unopened.

Respondents shall be on time to the Pre-Response meeting and Respondents must be present at the starting time of the meeting. Respondents not arriving on time for the meeting will have their Responses rejected, and returned unopened.

PLEASE BE AWARE DUE TO JEA SECURITY PROCEDURES IT MAY TAKE UP TO FIFTEEN (15) MINUTES TO OBTAIN ACCESS TO A JEA FACILITY. PLEASE PLAN ACCORDINGLY SO AS TO ARRIVE TO THE PRE-RESPONSE MEETING ON TIME.

PRE-RESPONSE DATE: March 22, 2017

PRE-RESPONSE TIME: 9:30 AM

PRE-RESPONSE MEETING LOCATION: JEA, PROCUREMENT BID OFFICE, 21 WEST CHURCH STREET, JACKSONVILLE, FL 32202.

1.1.6. OPENING OF RESPONSES

All Responses received shall be publicly announced and recorded at 2:00 PM on April 4, 2017 in the JEA Bid Office, 21 West Church Street, Customer Center, 1st Floor, Room 002, Jacksonville, FL 32202. At the opening of the Responses, a JEA representative will publicly open each Response that was received prior to the due date and

time, except for those Responses that have been properly withdrawn. JEA has the right to waive any irregularities or informalities in the Responses.

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS

Respondent shall meet the following Minimum Qualifications to be considered eligible to submit a Response to this ITN. A Respondent not meeting all of the following criteria will have their Response rejected:

- o The Respondent shall have successfully completed two (2) similar projects within the previous five (5) years, date ending February 1, 2017.
 - A similar project is defined as a decommissioning and electrical equipment scrapping project at least one (1) year in length and over \$150,000.00 in value.

A Minimum Qualification Form, which is required to be submitted with the Response Form, is provided in Appendix B of this ITN.

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

1.2.1.1. BASIS OF AWARD – HIGHEST PRICE

JEA will Award this Contract to the responsive and responsible Bidder whose Response meets or exceeds the Minimum Qualifications set forth in this Solicitation, and the Respondent's Total Response Price for the as referenced on the Response Form, represents the highest price to be paid to JEA.

1.2.2. NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to **Award one (1) Contract(s)** for the Work. JEA reserves the right to Award more than one (1) 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.

1.2.3. INSURANCE REQUIREMENTS

Prior to JEA issuing a Purchase Order to the Respondent to begin the Work or Services, the Respondent shall submit a certificate of insurance (COI) that is in compliance with amounts and requirements as indicated in the Section herein entitled "Insurance Requirements". **Note that the COI shall specifically indicate JEA (and Florida Power and Light Company ("FPL"), if applicable) as additional insured(s) on all required insurance except Worker's Compensation and Professional Liability (if applicable). Furthermore, waiver of subrogation shall be provided for all required insurance in favor of JEA, FPL (if applicable), including their board members, officers, employees, agents, successors, and assigns.**

1.2.4. LETTER OF CREDIT

To ensure and guarantee the full and faithful payment and performance of the obligations of Company under this Contract, The Respondent awarded the primary contract shall provide JEA with a \$50,000.00 letter of credit within five (5) days of Contract execution.

1.2.5. SAFETY QUALIFICATION REQUIREMENTS (ITN)

Respondent shall be approved as JEA Safety Qualified within ten (10) business days of receiving written notice from the JEA Bid Office that it is the responsive and responsible Respondent. If the Respondent fails to obtain JEA approval as a JEA Safety Qualified company by 4:00 p.m. Eastern Time on the 10th business day, JEA will reject the company's Response, and proceed to Award to the next responsive and responsible Respondent.

JEA Safety Qualification information is available online at jea.com. Please note that it may take up to five (5) business days for a company to be approved as JEA Safety Qualified. It is the Respondent's responsibility to ensure it is JEA Safety Qualified. A list of the JEA's Safety Qualified vendors can be found on jea.com. For additional information, contact Jerry Fulop at (904) 665-5810.

1.2.6. TIME

In computing any period of time prescribed or allowed by this solicitation, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or JEA holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or JEA holiday.

1.2.7. REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE

The following forms must be completed and submitted to JEA at the timeframes stated below. The Respondent can obtain the required forms, other than the Minimum Qualification Form, Response Form and Response Workbook, by downloading them from JEA.com.

- A. The following forms are required to be submitted with the Response:
- o Minimum Qualifications Form- This form can be found in Appendix B of this ITN
 - o Response Form- This can be found in Appendix B of this ITN
 - o Response Workbook (multiple tabs) – This can be found in Appendix B of this ITN
 - o List of Subcontractors/Shop Fabricators (if applicable)

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

- B. JEA also requests the following documents to be submitted prior to Contract execution. A Response will not be rejected if these forms are not submitted at the Response Due Date and Time. However, failure to submit these documents prior to Contract execution could result in Response rejection.
- o List of JSEB Certified Firms (if any)
 - o Letter of Credit
 - o Conflict of Interest Certificate Form - This form can be found at JEA.com
 - o Insurance certificate
 - o W-9
 - o Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
 - o Any technical submittals as requires by the Technical Specifications

1.3. EVALUATION METHODOLOGY

1.3.1. EVALUATION AND NEGOTIATION PROCESS

JEA intends to select up to four (4) Respondents (the "Short-list") with which to commence negotiations. A selection committee (hereinafter referred to as the "Selection Committee"), will be appointed by the Chief Procurement Officer (the "CPO"), or his designee, to review and evaluate each Response submitted. The CPO's office will distribute a copy of each Response to each member of the Selection Committee, and the members of the Selection Committee will separately and independently evaluate and rank the Responses using the "Selection Criteria" as stated below in this ITN. JEA will use this ranking to develop the Short-list of companies in which to proceed with contract negotiations.

Prior to developing the Short-list, JEA may request that the Respondents provide additional information to clarify their Response. JEA will NOT allow Respondents to submit additional reference projects or change said reference projects that were initially submitted for the purposes of meeting the Minimum Qualifications stated in this ITN. However, JEA may request clarification of submitted documentation so that JEA may make an accurate assessment in developing the Short-list. JEA must be satisfied that the successful Respondent has the necessary technical expertise, experience, and resource capabilities to satisfactorily perform the Work described in this ITN.

JEA reserves the right to Award a Contract based on the Selection Committee's initial evaluation of the Responses if JEA deems the Responses demonstrate adequate competition, compliance, and responsiveness to this ITN. If JEA determines the previously stated criteria have not been met, JEA will finalize the Short-list and proceed with contract negotiations.

Respondents are cautioned to present the best possible pricing offer in their initial Responses. Failing to do so may result in a Respondent not making the Short-list, and will not be allowed to proceed with contract negotiations. Additionally, the prices submitted with the initial Response cannot be increased during the ITN process.

Once a Short-list is developed, the CPO, or his designee, will appoint a negotiating team (the "Negotiating Team"). The Negotiation Team may be comprised of the same individuals as were members of the Selection Committee. JEA reserves the right to negotiate concurrently or separately with the Short-list Respondents. JEA reserves the right to seek clarifications, to request Response revisions, and to request any additional information deemed necessary for proper evaluation of the Responses. JEA reserves the right to incorporate value added services or industry standard innovations recommended by a Respondent into the Contract's scope of work.

A Respondent that is included on the Short-list may be required, at the sole option of JEA, to make an oral presentation, provide additional written clarifications to its Response, or JEA may require site visits to Respondent's facilities. Oral presentations, hand-outs, and written clarifications will be attached to the Respondent's Response and will become a part of the Response as if originally submitted. The CPO or his designee will initiate and schedule a time and location for any presentations which may be required.

As a part of the negotiation process, JEA may contact the references provided by the Respondent for the purpose of independently verifying the information provided in the Response, and to assess the extent of success of the projects associated with those references. JEA also reserves the right to contact references not provided by Respondents. Respondents may be requested to provide additional references. The results of the reference checking may influence the final negotiation, ranking, and Award recommendation.

After written clarifications, oral presentations, site visits, and any other negotiations deemed by JEA to be in its best interest, the Short-list Respondents will be given a deadline to submit their best and final offer (the "Best and Final Offer" or "BAFO"). The negotiation process will stop upon submission of the BAFO. Respondents will not be allowed to make further adjustments to their BAFO or communicate further with JEA, except to respond to requests for clarification from the Negotiating Team.

The JEA Negotiating Team will adjust and calculate the final rankings of the Short-list based on the BAFO submissions. JEA does not anticipate reopening negotiations after receiving the BAFOs, but reserves the right to do so if it believes doing so will be in the best interests of JEA. In the event that JEA reopens negotiations, any final rankings will be revised accordingly.

Negotiations will not be open to the public, but will be recorded. All recordings of negotiations and any records, documents, and other materials presented at negotiation sessions are public records and can be released pursuant to a public records request after a notice of intended decision for this ITN is posted, or thirty (30) days after the opening of the Responses, whichever occurs earlier.

The Award recommendation of the Negotiating Team will be based upon the scoring of the BAFOs and the Selection Criteria described below in this ITN. The Respondent with the highest score will be submitted to the CPO for approval. Once approved, the CPO will then present an Award to the JEA Awards Committee for final approval.

In its sole discretion, JEA reserves the right to withdraw this ITN either before or after receiving Responses, to reject any and all Responses either in whole or in part, with or without cause, or to waive any ITN requirement informalities, minor irregularities, and deficiencies in any Response, and to determine such action is in the best interest of JEA. Issuance of this ITN in no way constitutes a commitment by JEA to make an Award or enter into a Contract.

All Responses submitted to JEA are subject to the JEA's terms and conditions contained in this ITN and JEA's Procurement Code. Any and all additional terms and conditions submitted by Respondents are rejected and shall have no force.

1.3.2. ALTERNATE PROVISIONS AND CONDITIONS

Responses that contain provisions that are contrary to requirements found on this ITN, including, but not limited to, the Contract terms and conditions contained in Section 2 of this ITN, and any requirements found in the Technical Specifications attached as Appendix A to this ITN, will be reviewed but may not be accepted by JEA. However, as this is an ITN, JEA reserves the right to negotiate the best terms and conditions if determined to be in the best interests of JEA, and negotiate different terms and related price adjustments if JEA determines that it provides the best value to JEA.

1.4. SELECTION CRITERIA

1.4.1. QUOTATION OF RATES

Maximum score for criterion is: 100 POINTS

Respondent shall provide a firm-fixed price quote for all Work in this ITN by completing the enclosed Appendix B Response Form. The prices shall include all profit, taxes, benefits, travel, and all other overhead items.

The percent mark-up for materials, consumables, subcontractors, and rental equipment shall not be subject to any adjustment during the Term of the Contract. The percent mark-up for rental equipment shall be all inclusive, including the cost of fuel.

Please note, the prices quoted by Respondent on the Response Form must be firm-fixed prices, not estimates.

1.4.2. TIE

In the event of a tie score, the tie shall be resolved in accordance with JEA's Procurement Code and Operational Procedures.

1.5. GENERAL INSTRUCTIONS

1.5.1. SUBMITTING THE RESPONSE

The Respondent shall submit one (1) original Response, two (2) duplicates (hardcopies) and one (1) CD or flash drive. For the submitted electronic copy, the Respondent shall provide a tracked changes version of any terms and conditions comments and an excel version of the quotation of rates workbook. Combed binders are preferred. If there is a discrepancy between the electronic and the hard copy, the hard copy will prevail. JEA will not accept Responses transmitted via email. **IF RESPONDENT IS INTERESTED IN RECEIVING A RESPONSE FORM IN A WORD FORMAT, PLEASE EMAIL woyanj@jea.com WITH THE REQUEST. REQUESTS MUST BE MADE NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE RESPONSE OPENING.**

1.5.2. ADDENDA

JEA may issue Addenda prior to the opening of Responses to change or clarify the intent of this Invitation to Negotiate (ITN). The Respondent shall be responsible for ensuring it has received all Addenda prior to submitting its Response and shall acknowledge receipt of all Addenda by completing the Confirmation of Receipt of ITN Addenda. JEA will post Addenda when issued online at JEA.com. Companies must obtain Addenda from the JEA.com website. All Addenda will become part of the ITN and any resulting Contract Documents. It is the responsibility of each Respondent to ensure it has received and incorporated all Addenda into its Response. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Response at JEA's sole discretion.

1.5.3. CONTRACT EXECUTION AND START OF WORK

Within thirty (30) days from the date of Award, JEA will present the successful Respondent with the Contract Documents. Unless expressly waived by JEA, the successful Respondent shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from JEA. If the Respondent fails to execute the Contract or associated documents as required, or if it fails to act on a JEA-issued Purchase Order (PO), JEA may cancel the Award with no further liability to the Respondent, retain the bid security or bond (if applicable), and Award to the next-ranked company.

Upon JEA's receipt of the executed Contract and certificate of insurance, JEA will issue a PO, in writing and signed by an authorized JEA representative as acceptance of the Proposal and authorization for the company to proceed with the Work, unless otherwise stated in the Contract or PO.

1.5.4. DEFINED TERMS

Words and terms defined in the Section entitled "Definitions" of this document are hereby incorporated by reference into the entire document.

1.5.5. EX PARTE COMMUNICATION

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

1.5.6. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

By signing and submitting the Response Form, the Respondent certifies and represents as follows:

- A. That the individual signing the Response Form is a duly authorized agent or officer of the Respondent. Responses 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 Response Form, satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Response is submitted by a partnership, the Response Form must be signed by a partner whose title must be listed under the signature. If an individual other than a partner signs the Response Form, satisfactory evidence of authority to sign must be submitted upon request by JEA.
- B. That every aspect of the Response 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 JEA. JEA 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 JEA assumes the responsibility.
- C. The corporation or partnership must be in active status at the Florida Division of Corporations (www.sunbiz.org) prior to any subsequent Award of Contract.
- D. That the Respondent maintains in active status any 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 Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.
- E. That the Respondent has read, understands and will comply with the Section titled Ethics.

1.5.7. ETHICS

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

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

The Respondent shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Response 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 Response. If JEA has reason to believe that collusion exists among the Respondents, JEA shall reject any and all Responses from the suspected Respondent s and will proceed to debar Respondent 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 Responses from JEA officers or employees, as well as, any and all Responses in which a JEA officer or employee has a financial interest.

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Responses 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 Respondent listed on the Convicted Vendor list for any transaction exceeding \$35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list.

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

1.5.8. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.5.9. MATHEMATICAL ERRORS

In the event of a mathematical error in calculation of the prices entered on the Response, the Unit Prices will prevail. The corrected Response Price utilizing the Unit Prices will be used to determine if the Company is Awarded the Work or the Services. Subsequently, the Unit Prices will be used throughout the term of the Contract.

1.5.10. MODIFICATION OR WITHDRAWAL OF RESPONSES

The Respondent may modify or withdraw its Response at any time prior to the Response 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 Response Due Date and Time. The Respondent shall not modify or withdraw its Response from time submitted and for a period of ninety (90) days following the opening of Responses.

1.5.11. PROHIBITION AGAINST CONTINGENT FEES

The Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Respondent, or an independent sales representative under contract to the Respondent, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, individual or Respondent, other than a bona fide employee working solely for the Respondent, or an independent sale representative under contract to the Respondent, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or making of the Contract. For a breach or violation of these provisions occurs, JEA shall have the right to terminate the Contract without liability, and at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

1.5.12. PROTEST OF ITN AND AWARD PROCESS

Respondents shall file any protests regarding this ITN in writing, in accordance with the JEA Purchasing Code, as amended. Copies of the JEA Purchasing Code are available online at www.jea.com.

1.5.13. RESERVATION OF RIGHTS TO JEA

This ITN provides potential Companies with information to enable the submission of written offers. This ITN is not a contractual offer or commitment by JEA to purchase products or services.

Responses shall be good for a period of ninety (90) days following the opening of the Responses.

JEA reserves the right to reject any or all Responses, or any part thereof, and/or to waive informalities if such action is in its best interest. JEA may reject any Responses that it deems incomplete, obscure or irregular including, but not limited to, Responses that omit a price on any one or more items for which prices are required, Responses that omit Unit Prices if Unit Prices are required, Responses for which JEA determines that the Response is unbalanced, Responses that offer equal items when the option to do so has not been stated, Responses that fail to include a Bid Bond, where one is required, and Responses from Companies who have previously failed to satisfactorily complete JEA contracts of any nature or who have been scored by JEA as "Unacceptable" and as a result, are temporarily barred from bidding additional work.

JEA reserves the right to cancel, postpone, modify, reissue and amend this ITN at its discretion.

JEA reserves the right to cancel or change the date and time announced for opening of Responses at any time prior to the time announced for the opening of Responses. JEA may Award the Contract in whole or in part. In such cases whenever JEA exercises any of these reservations, JEA will make a commercially reasonable effort to notify, in writing, all parties to whom ITNs were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.5.14. SUNSHINE LAW

General

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provides a broad definition of public records. JEA is a body politic and corporate and subject to these laws and related statutes ("Florida's Public Records Laws"). All responses to this ITN are public record and available for public inspection unless specifically exempt by law.

Redacted Submissions

If a Respondent believe that any portion of the documents, data or records submitted in response to this ITN are exempt from Florida's Public Records Law, Respondent must (1) clearly segregate and mark the specific sections of the document, data or 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 its response (the "Redacted Copy"). The cover of the Redacted Copy shall contain JEA's title and number for this ITN and Respondent's name, and shall be clearly labeled "Redacted Copy." Respondent should only redact those portions of records that Respondent claims are specifically exempt from the Florida Public Records Laws. If Respondent fails to submit a redacted copy of information 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 such information.

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

By submitting a response to this ITN, Respondent agrees to protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, losses, settlements, costs and expenses (including but not limited to

reasonable attorney fees and costs) arising from it relating to Respondent's determination that the redacted portions of its response to this Solicitation are not subject to disclosure.

IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE JEA CUSTODIAN OF PUBLIC RECORDS AT: Public Records Request Coordinator, JEA, 21 West Church Street, T-8, Jacksonville, FL 32202, Ph: 904-665-8606, publicrecords@jea.com

1.5.15. SUBCONTRACTORS

The Respondent shall list the names of the major Subcontractors that it intends to use for this Work, unless the Work will be self-performed by the Respondent. The Subcontractors shall be listed on the Subcontractors Form which is available at jea.com.

Failure to submit thi

Response. The Respondent shall not use Subcontractors other than those shown on the Subcontractor Form unless it shows good cause and obtains the JEA Representative's prior written consent.

If the Respondent plans to use Subcontractors to perform over fifty percent (50%) of the Work, the Respondent shall obtain JEA's approval at least five (5) days prior to the Response Due Date. Failure to obtain JEA approval shall result in rejection of the company's Response.

1.6. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS

1.6.1. OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM

It is at the Respondent's option as to whether it chooses to subcontract to a JSEB firm. JEA encourages the use of JSEB qualified firms; however, the Respondent is not required to utilize JSEB firms to be Awarded this Contract.

JSEB firms that qualify for this Contract are only those shown on the current City of Jacksonville JSEB directory appearing at www.COJ.net. Certification of JSEB firms must come from the City of Jacksonville. No other agency or organization is recognized for purposes of this Contract.

In no case shall the Respondent make changes to the JSEB firms listed in its Response, revise the JSEB Scope of Work or amount of Work as stated in its Response without prior written notice to the JEA Contract Administrator, and without subsequent receipt of written approval for the JEA Contract Administrator.

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

All question and correspondence concerning the JSEB program should be addressed to the following contact: G. Nadine Carswell, JSEB Manager, (904) 665-6257, carsgs@jea.com.

2. CONTRACT TERMS AND CONDITIONS

2.1. CONTRACT TERMS AND CONDITIONS

2.2. DEFINITIONS

2.2.1. DEFINITIONS

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

2.2.2. ADDENDUM/ADDENDA

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

2.2.3. ANNIVERSARY DATE

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

2.2.4. AWARD

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

2.2.5. CHANGE ORDER

A written order issued by the JEA Procurement Department after execution of the Contract to the Company signed by the Contract Administrator or his designated representative and 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.

2.2.6. 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. The term Company is also referred to as Contractor, Prime Contractor or Secondary Contractor.

2.2.7. CONTRACT

An agreement between JEA and the Respondent, 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 Respondent, or a JEA issued Change Order.

2.2.8. 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.

2.2.9. CONTRACT AMENDMENT

A written document signed by JEA and the Company issued after the execution of the original Contract which authorizes an addition, deletion or revision of the Scope of Work, or an adjustment in the Contract Price or the Term of the Contract. Contract Amendments do not authorize expenditures greater than the monies encumbered by JEA, which is stated on the associated Purchase Order(s). An executed Contract Amendment resolves all issues related to the Contract Price and the Term of the Contract.

2.2.10. CONTRACT DOCUMENTS

Contract Documents means the Contract and any written Change Orders, amendments or Purchase Orders executed by JEA, and insurance and/or bonds as required by the Contract.

2.2.11. 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.

2.2.12. CONTRACT TIME

The number of calendar days or the period of time from when the written Purchase Order is issued to the Company, to the date Company has agreed to complete the Work, as set forth in the Contract Documents.

2.2.13. 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.

2.2.14. 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.

2.2.15. INVITATION TO NEGOTIATE

The document (which may be electronic) issued by the JEA Procurement Department to solicit Responses from Companies that include, but not limited to, the Minimum Qualifications Form, samples of contract documents and addenda. Also referred to as "Solicitation".

2.2.16. INVOICE

A document seeking payment to JEA from Company for all or a portion of the Work, in accordance with the Contract Documents.

2.2.17. 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.

2.2.18. 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.

2.2.19. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER

The Respondent averages more than 2.80 and less than 4.0 across all performance scorecard evaluation metrics, and does not receive a score of less than 2.0 on any metric.

2.2.20. PERFORMANCE - TOP PERFORMANCE/PERFORMER

The Respondent averages 4.0 or more across all scorecard evaluation metrics and does not receive a score of less than 4.0 on any one metric.

2.2.21. PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER

The Company averages less than 2.80 across all scorecard evaluation metrics, or scores a 1.0 on any one metric regardless of average, or receives a score of 2.0 on the same metric on two (2) sequential performance evaluations.

2.2.22. RESPONSE

The document describing the Company's offer submitted in response to this ITN.

2.2.23. RESPONDENT

The respondent to this Solicitation.

2.2.24. SUBCONTRACTOR

The legal person, firm, corporation or any other entity or business relationship that provides a portion of the work, or provides supplies and materials, to the Company which has an executed Contract with JEA. JEA is not in privity of contract with the Subcontractor.

2.2.25. SOLICITATION

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

2.2.26. TERM

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

2.2.27. UNIT PRICES

The charges to JEA for the performance of each respective unit of Work as stated in the Response Workbook, Bid Form, or Proposal Form, and incorporated into the Contract Documents.

2.2.28. 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 Solicitation 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:

- o Executed Contract Documents
- o Contract Amendments
- o Exhibits to Contract Documents
- o Addenda to JEA ITN
- o Drawings associated with this ITN
- o Exhibits and Attachments to this ITN
- o Technical Specifications associated with this ITN
- o Response Documents
- o References

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

2.4. PRICE AND PAYMENTS

2.4.1. INVOICING AND PAYMENT TERMS

JEA shall invoice Company on a monthly basis. Company will pay JEA the amount requested thirty (30) days from the receipt of invoice. JEA, at its sole discretion, may agree to provide invoices on a per pick-up basis.

All payment shall be in form of a cashier's check made payable to JEA. Payment will be mailed to JEA, attention Carl Ramsbhag, Manager, Investment Recovery Operations, 6727 Broadway Ave. Jacksonville Florida 32254.

In the case of early termination of the Contract, all payments made by Company prior to notice of termination shall be credited to the amount, if any, due JEA.

2.4.2. PRICE ADJUSTMENT-MONTHLY

Contract indices for calculating payment to be made to JEA will be based on the monthly index price per the schedule in the bid forms.

- For Oil the Monthly price will be set on the first of the month in accordance with - New York Mercantile Exchange (NYMEX) <http://futures.tradingcharts.com/chart/HO/> for Heating Oil for materials picked up in that month.
- For Transformer metals and alloys the Monthly price will be set on the first of the month in accordance with American Metals Market (AMM) listed index prices.

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 in 90 days from JEA's notice on the failure to agree.

2.4.3. 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 - SERVICES

The Company understands and agrees that the sale is "**AS IS, WHERE IS.**" The description and condition of the surplus items are to the best knowledge of JEA correct, but do not constitute a representation or warranty that the surplus item shall conform to such description or condition. **JEA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE SURPLUS ITEMS**, whether used alone or in combination with other substances, goods, or equipment.

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: \$3,000,000 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.

2.6.2. INDEMNIFICATION (JEA STANDARD)

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.

2.6.3. RISKS AND PROPERTY

Ownership, title to and risk of loss of the Work shall pass to Company upon loading of the Work onto Company's truck or vehicle.

Ownership, risks of damage to or loss of the Company's vehicles or equipment shall remain with Company. Company shall maintain the appropriate insurance coverage of its vehicles and equipment.

2.6.4. INSPECTION

Failure of the Company to inspect when given the opportunity to do so waives any objection of the JEA to defects that an examination would reveal. In such case, the Company assumes all risks from such defects arising from the existences, removal, handling, storage, resale, or disposal, or from any other use of the Surplus purchased.

2.6.5. FREE AND CLEAR TITLE

JEA warrants that it has title to all equipment and materials furnished under the Contract where title will pass to Company, and that the equipment and materials passed to Company are free and clear of all liens, claims, security interests and encumbrances.

2.7. TERM AND TERMINATION

2.7.1. TERM OF CONTRACT – DEFINED DATES

This Contract shall commence on the effective date of the Contract, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for five (5) years, or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole option to renew the Contract.

It is at JEA's sole option to renew the Contract for an additional one (1), one (1) year periods.

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 in whole or part the Contract, with or without cause, at any time after Award upon providing written notification to Company of such termination not less than sixty (60) days prior to such termination.

Upon 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.

2.7.4. LETTER OF CREDIT

The Company shall deliver to JEA and maintain and keep in full force and effect an Evergreen Letter of Credit ("LOC") in the amount of \$50,000.00. In the event the value of the Work increases then the amount of the LOC shall be promptly increased accordingly. The Company will have the LOC provided to JEA within five (5) days after the execution of this Contract. The term of the LOC shall be the same as the Term of this Contract. In the event any time extensions are granted to Company then the term of the LOC shall be promptly extended accordingly.

The LOC shall be in a form acceptable to the JEA and shall be in a form materially similar to the document set forth in Exhibit 1. The LOC shall be issued or confirmed by a bank located in Jacksonville, Florida.

The purpose of the foregoing LOC is to ensure and guarantee the full and faithful payment and performance of the obligations of Company under this Contract including but not limited to: (a.) the payment of all fees, liquidated damages, consequential damages and charges due hereunder; and (b.) without limiting Company's liability under other indemnification provisions in this Contract, to indemnify JEA against any damages sustained by JEA; and (c.) compensate JEA for any action, breach, default, or noncompliance of Company with the terms of this Contract, and is also provided in lieu of the bond required of Section 255.05, Florida Statutes. Any draw by JEA against the LOC shall be done without waiving any other rights and remedies that JEA may have under the Contract, in law, or in equity.

2.8. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.8.1. 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 question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of the redacted information under legal process, JEA shall give the Company prompt notice of the demand prior to releasing the redacted information (unless otherwise prohibited by applicable law). The Company shall be responsible for defending its determination that the redacted portions of the information are not subject to disclosure.

Indemnification for Redacted Information

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

Public Records Clause for Service Contracts

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

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

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

JEA

Attn: Public Records

21 West Church Street

Jacksonville, Florida 32202

Ph: 904-665-8606

publicrecords@jea.com

2.8.2. INTELLECTUAL PROPERTY

Company shall hold harmless, indemnify, and defend JEA from and against losses, including any claims, arising out of or in connection with the infringement of US patents, copyrighted or uncopyrighted works, secret processes, trade secrets, articles or appliances, or allegations thereof, arising out of or related to the Work under this Contract or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by Company.

2.8.3. 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.

2.8.4. 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.

2.9. LABOR

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

- The Company shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:
- The provisions of Presidential Order 11426, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
- The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
- The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).
- The Company agrees that if any of the Work of this Contract will be performed by a Subcontractor, then the provisions of this subsection shall be incorporated into and become a part of the subcontract.

All persons performing work on the Jobsite must be United States Citizens or legally authorized to reside and work in the United States. Owner may request at any time during the Contract period the following, which shall be furnished to Owner within twenty-four (24) hours of request:

- Proof of U.S. citizenship or other legal authorization to reside in U.S. for all persons performing work at the Jobsite; and
- Proof that the salaries for all persons performing work on the Jobsite are at or above state and federal minimum wage requirements; and
- Proof of eligibility of all persons performing work on the Jobsite to legally work in the United States.

2.9.1. PROHIBITED FUTURE EMPLOYMENT

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded \$250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January 1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low bid award. A

"substantial and decision-making role" shall include duties and/or responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and proposals; and (iii) approving and/or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two (2) years from cessation from JEA employment.

2.9.2. HIRING OF OTHER PARTY'S EMPLOYEES

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two (2) years from the termination date of this Contract.

2.9.3. COMPANY'S LABOR RELATIONS

The Company shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Company shall immediately notify JEA of any actual or potential labor dispute that may affect the Work and shall inform JEA of all actions it is taking to resolve the dispute.

2.10. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.10.1. JEA ACCESS BADGES

If the scope of work described in this Contract requires a Company to access JEA facilities, each Company employee shall apply for a JEA access badge through JEA's Security Department. An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com. Finally, JEA does not allow Company employees to share JEA access badges. A Company whose employees are found to be sharing JEA access badges, will result in the Contract being terminated immediately for default. Additionally, JEA shall be notified within six (6) hours of a lost or stolen JEA security badge or when an employee leaves the Company. Report badge termination notifications to JEA Security at (904) 665-8200.

2.10.2. 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.

2.10.3. COMPANY REVIEW OF PROJECT REQUIREMENTS

The Company shall review the Work requirements and specifications prior to commencing Work. The Company shall immediately notify the Contract Administrator in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. JEA will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order as appropriate if JEA is in agreement with the alleged conflict, and issue revised specifications. Any Work the Company performs prior to receipt of approved Change Order will be at the Company's sole risk.

2.10.4. LICENSES

The Company shall comply with all licensing, registration and/or certification requirements pursuant to applicable laws, rules and regulations. The Company shall secure all licenses, registrations and certifications as required for the performance of the Work and shall pay all fees associated with securing them. The Company shall produce written evidence of licenses and other certifications immediately upon request from JEA.

2.10.5. 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.

2.11. VENDOR PERFORMANCE EVALUATION

2.11.1. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

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

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

Frequency of Evaluations

JEA may conduct performance evaluations and prepare scorecards in accordance with the procedures described herein at any time during performance of the Work or soon after the completion of the Work. JEA may conduct one (1) or more evaluations determined solely at the discretion of JEA.

Unacceptable Performance

- If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have ten (10) days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- Within thirty (30) days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is

continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.

- If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have fifteen (15) days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the fifteen (15) day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.
- In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.
- If the Company receives five (5) or more letters of deficiency within any twelve (12) month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

Acceptable Performance

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

Disputes

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

Public Records

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

2.12. JEA RESPONSIBILITIES

2.12.1. SUSPENSION OF SERVICES

JEA may suspend the performance of the Services by providing Company with five (5) days' written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, the Company shall resume the full performance of the Services when directed in writing to do so by JEA. Suspension of Services for reasons other than the Company's negligence or failure to perform, shall not affect the Company's compensation as outlined in the Contract Documents.

2.12.2. 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.

2.12.3. COORDINATION OF SERVICES PROVIDED BY JEA

The JEA Representative for the Work will, on behalf of JEA, coordinate with the Company and administer this Contract. It shall be the responsibility of the Company to coordinate all assignment related activities with the designated JEA Representative. The JEA Representative will be assigned to perform day-to-day administration and liaison functions, and to make available to the Company appropriate personnel, to the extent practical, and to furnish records and available data necessary to conduct the Work. The JEA Representative will also authorize the Company to perform work under this Contract.

2.13. MISCELLANEOUS PROVISIONS

2.13.1. 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.

2.13.2. AMENDMENTS

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

2.13.3. 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.

2.13.4. 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.

2.13.5. DELAYS

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall be extended for a period of equal to any time lost due to such prevention or delay.

2.13.6. 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.

2.13.7. 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.

2.13.8. HEADINGS

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

2.13.9. INDEPENDENT CONTRACTOR

Company is performing this Contract as an independent contractor and nothing in this Contract will be deemed to constitute a partnership, joint venture, agency, or fiduciary relationship between JEA and Company. Neither Company nor JEA will be or become liable or bound by any representation, act, or omission of the other.

2.13.10. 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.

2.13.11. MEETINGS AND PUBLIC HEARINGS

The Company will, upon request by JEA, attend all meetings and public hearings as required, in any capacity, as directed by JEA.

2.13.12. NEGOTIATED CONTRACT

Except as otherwise expressly provided, all provisions of this Contract shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussion and negotiation of the provisions, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in the Contract shall not be construed against the party who physically prepared this Contract.

2.13.13. 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.

2.13.14. 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.

2.13.15. 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.

2.13.16. 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.

2.13.17. 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.

2.13.18. 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.

2.13.19. TIME OF ESSENCE

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

2.13.20. WAIVER OF CLAIMS

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

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

3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

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

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

066-17 Appendix A Technical Specifications

4. FORMS (APPENDIX B)

4.1. APPENDIX B FORMS

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

Evergreen Irrevocable Standby Letter of Credit

Number: _____

In Lieu of Bond Under Section 255.05, Florida Statutes.

Date: _____

Beneficiary:
JEA
23 West Church Street
Jacksonville, Florida 32202

Principal:

Amount: Not Exceeding: \$50,000.00
Not Exceeding: Fifty Thousand and 00/100 Dollars

Date and Place of Expiry:

The later of (INSERT EXPIRY DATE,) or thirty (30) days after written notice of expiry to the Beneficiary, at (INSERT PROPER CITY ADDRESS), in person or by facsimile only.

We, (INSERT NAME OF BANK,) hereby establish our Evergreen Irrevocable Standby Letter of Credit Number _____ for _____ which is available with us by sight payment(s) against presentation to us of the original or facsimile only of the following documents:

1. This Letter of Credit and all amendment(s) thereto, if any.
2. Draft(s) “At Sight” drawn on us, bearing the clause: “Drawn under (INSERT NAME OF BANK) Standby letter of Credit Number _____.”
3. Beneficiary’s Signed Statement reading: “We hereby certify that (INSERT NAME OF PRINCIPAL) (the “Principal”) is in default or non-conformance of some or all of its obligations, pursuant to contract issued under JEA RFP or Bid Number _____:

A. Failure to complete agreed upon work and/or services as set forth in specifications entitled “_____” and all other contract documents for performance of (DESCRIBE THE WORK OR SERVICES TO BE PERFORMED BY THE PRINCIPAL) (the “Project”), and/or

B. Failure to make payment to all claimants, as defined in Section 255.05(1), Florida Statutes, which claimants have supplied the Principal with labor, materials, equipment or supplies, used directly or indirectly by the Principal in the performance of work or services for the Project, and the City of Jacksonville will be required to pay for the same; and/or

C. To renew this Evergreen Irrevocable Standby Letter of Credit Number_____, prior to our drawing hereunder.

Notwithstanding the above expiration date, the expiration date of this Evergreen Irrevocable Standby Letter of Credit shall be automatically extended without written amendment for additional one (1) year periods unless at least thirty (30) days prior to any such expiration date, **(INSERT NAME OF BANK)** shall give written notice to Beneficiary, by Certified Mail or Courier, at the address set forth above or at such other amended address as may be provided to **(INSERT NAME OF BANK)** in writing prior to such notice, that we elect not to renew this Evergreen Irrevocable Standby Letter of Credit for any such additional period.

In the event that we present you with our Notice of Non-Renewal, you may draw hereunder on or prior to the then relevant expiration date up to the full amount then available hereunder against presentation of the above documents.

Any reference to ITN Number_____ or Contract Number_____ is for information purposes only and does not, in any way, incorporate the terms and conditions of said RFP or contract into this Evergreen Irrevocable Standby Letter of Credit.

We hereby engage with the Beneficiary hereof that draft(s) drawn under and in compliance with the terms and conditions of this Evergreen Irrevocable Standby Letter of Credit shall be duly honored upon presentation at our office at _____, mail code: _____, **(INSERT CITY, STATE ZIPCODE)**; or **via facsimile only** presentation at **(INSERT FACSIMILE (FAX) NUMBER)** on or before the expiration date or any automatically extended expiration date. If drawing via facsimile, then original documents are not required for presentation and no original documents should then be sent to our street address. If sent, they will not be re-examined by us.

Except as far as otherwise expressly stated herein, this Evergreen Irrevocable Standby Letter of Credit is subject to the International Standby Practices 1998, International Chamber of Commerce Publication Number 590 ("ISP98").

If you require any assistance or have any questions regarding this Transaction, please call _____.

SIGNATURES

APPENDIX A
TECHNICAL SPECIFICATIONS
066-17

DECOMMISSIONING AND DISPOSAL OF SCRAP ELECTRICAL EQUIPMENT

These specifications are for the removal of transformers and electrical equipment as outlined in these documents and attached exhibits.

1. DEFINITIONS

1.1. CDL – Commercial Drivers License

1.2. Decommissioning: All materials to be decommissioned shall be first cleaned and recovered at the Contractor's own, fully permitted facility, then recycled by metals recovery except for those contaminated in a concentration >449 PPM PCBs. The Contractor's facility shall be designed, constructed and operated for the purpose of scrap metals cleaning and recovery. Recycling of the recovered metals via direct shipment to a domestic smelter shall be the only acceptable option for the final step of decommissioning. Regardless of PCB status, all materials to be decommissioned shall be cleaned to current EPA standards for recycling PCB contaminated materials, and certified as meeting these standards.

1.3. DOT – Department of Transportation

1.4. EPA – Environmental Protection Agency

1.5. GC – Gas Chromatography

1.6. HAZWOPER – Hazardous Waste Operations and Emergency Response Standard

1.7. OCB – Oil Contained Bushing

1.8. OSHA – Occupational Safety and Health Administration

1.9. PCB's – Various Polychlorinated Biphenyl compounds.

1.10. PCB Contaminated Materials – Transformers with a concentration greater than 45 PPM and less than 450 PPM.

1.11. PCB Materials, Equipment, Insulating Oil, and Tar - Transformers, other equipment, and containers containing, or having contained, insulating oil or tar contaminated with PCB's in a concentration greater than 449 PPM, including the oil and tar.

1.12. PPM – Part per Million, Weight Basis.

1.13. RCRA – Resource Conservation and Recovery Act

1.14. SPCC – Spill Prevention, Control, and Countermeasure Plan

1.15. TSCA – Toxic Substances Control Act

1.16. TSD – Treatment, Storage, and Disposal

2. MATERIALS AND EQUIPMENT

2.1. Equipment and materials shall be either decommissioned or disposed of, as follows:

- 2.1.1. All materials shall be decommissioned or disposed of at facilities located within the boundaries of the Continental United States (NO EXCEPTIONS).
 - 2.1.2. Regardless of PCB contamination levels, metals from transformers, regulators, Oil Contained Bushings (OCB's), cable, and all other oil or tar filled equipment shall be decommissioned in the Contractor's domestic facility.
 - 2.1.3. Prior to recycling, and without regard for the initial PCB status of the item, the Contractor shall ensure that all recovered metals have been cleaned in compliance with applicable EPA regulations currently 10 micrograms per 100 cm². Under no circumstances shall the Contractor ship recovered metals off site which have not passed PCB testing requirements pertaining to recycling.
 - 2.1.4. All materials and equipment not decommissioned shall be disposed of in accordance with applicable Federal, State and Local laws and regulations. As they apply to the business
- 2.2. All facilities at which JEA's equipment will be received, staged, stored, processed, decommissioned, disposed or otherwise handled must be fully permitted and in compliance with all pertinent Federal, State and Local laws, regulations and ordinances.
 - 2.3. Oil and tar shipped in the equipment and materials to be decommissioned or disposed, regardless of PCB content, shall be disposed of by the Contractor in accordance with applicable laws and EPA regulations, and at no additional cost to JEA.

3. CERTIFICATES

- 3.1. The Contractor shall furnish JEA with Certificates of Decommissioning for all materials and equipment decommissioned or disposed.
- 3.2. The Contractor shall furnish JEA with Certificates of Destruction or a Certificate of Disposal, as appropriate, for all PCB Contaminated Materials, and for all materials not decommissioned.
- 3.3. The Contractor must have the following additional training, certifications and permits at the time of Bid Submission and will be required to maintain these below listed requirements throughout the life of the contract. Upon JEA's determination of the most responsive and responsible Bidder and prior to Contract Award, JEA may request and the Bidder shall produce the following documentation with 48 hours. If the Bidder fails to produce this documentation, the Bidder may be rejected.
 - Evidence of registration with the State of Florida Department of Corporations (www.sunbiz.org)
 - Valid EPA Identification Number
 - Toxic Substances Control Act (TSCA) PCB Commercial Storage Permit or Authorization
 - Proof of EPA filing of the Notification of RCRA Subtitle C Activity
 - Safety Plan for exposure to hazard associated with handling of electrical equipment.
 - Spill Prevention, Control, and Countermeasure (SPCC) plan for facility
 - A formalized and documented Health & Safety Plan for exposure to hazard associated with handling of electrical equipment.
 - An Occupational Safety Health Administration (OSHA) license/certificate.
 - Company owned Department of Transportation (DOT) Hazardous Waste Transporter with EPA ID number.
 - Certified OSHA 40 hour HAZWOPER training for all drivers.
 - Copies of last two inspection reports by EPA or any delegated agent or an appropriate State agency.
 - Copies of any enforcement action documents or notices of violation over the last two years

4. RCRA MATERIALS

4.1. It is not JEA's desire or intent to dispose of Resource Conservation and Recovery Act 1976 (RCRA) materials under the contract.

5. TRANSPORTATION

5.1. For the purposes of this project, the Contractor shall furnish and utilize a DOT approved drop trailer equipped with full length drip pans, side boards, and covering tarp to transport all equipment and materials, unless prior approval for an individual shipment to be made using a different vehicle is granted by JEA without prior approval, JEA will not ship materials on an unacceptable trailer or vehicle.

5.2. All transportation costs shall be included in the unit prices quoted herein by the Contractor. No additional or separate invoices for transportation of the items will be paid by JEA.

5.3. Contractor's driver(s) must possess a valid DOT Commercial Driver License (CDL) with HazMat endorsement and maintain it throughout the term of the contract.

6. SCHEDULING & LOADING OF MATERIAL & EQUIPMENT

6.1. All materials shall be loaded at the JEA Westside Service Center, 6727 Broadway Avenue, Jacksonville, Florida, 32254 unless other arrangements are agreed to in advance with JEA and the Contractor.

6.2. Loading of all equipment, other than generating station and substation class transformers, shall be performed by JEA personnel, at the direction of the Contractor's representative/driver. Loading of station and substation class transformers shall be the responsibility of the Contractor, unless other arrangements are agreed to in advance by JEA and the Contractor.

6.3. The Contractor will perform recurring weekly loadouts of material at JEA Westside Service Center. All scheduling will be coordinated by JEA.

6.4. The Contractor's driver will be required to assist in loading and securing load at the time of pickup.

6.5. The Contractor's driver will present to JEA a completed manifest for signature by appropriate JEA personnel.

6.6. The Contractor will provide their company transportation – third party transporters will not be used.

6.7. All loads will be manifested.

7. INSULATING OIL

7.1. JEA shall leave the insulating oil and/or tar in all transformers and equipment, unless it is to JEA's advantage to drain a specific unit (damaged, leaking units, etc.), or unless prior arrangements for an individual shipment are made between JEA and Contractor.

7.2. If an oil spill occurs during loading, JEA personnel will remediate the spill area on JEA property.

7.3. The Contractor shall be responsible for remediation of any oil spills which occurs after the Contractor's vehicle leaves JEA property.

7.4. JEA will furnish information pertaining to the PCB content of the waste insulating oil or tar remaining or previously contained, in each piece of equipment provided for decommissioning. This information will be in the form of a laboratory analysis, a statement indicating the material is PCB contaminated based on generator's knowledge, or a statement indicating the material is Non- PCB, based on manufacturer's data-plate information.

7.5. Oil from leaking transformers is drained into tanks for shipping at a later date (i.e. when the tank is full).

- Tank One holds 8,000 gallons of oil with PCB readings of >2ppm to 45 ppm.
- Tank Two consists of two tandem tanks that hold 3,000 gallons each for a total of 6,000 gallons for oil with a reading of <2ppm PCB.
- Provide price per gallon for the oil housed in the tanks on the Bid Workbook. (Reference the tab labeled Metal Index Distr. Transformers Filled).

8. PCB STATUS

- 8.1. The Contractor shall verify the PCB status of each item received at no additional cost to JEA using a test method approved under EPA's SW-846. Discrepancies between JEA lab data and the Contractor's lab data shall be resolved on a case-by-case basis.
- 8.2. JEA is neither a permitted Treatment, Storage and Disposal (TSD) Facility or an authorized or permitted commercial storer of PCB waste, and is not able to receive hazardous and/or manifested waste back from the Contractor.
- 8.3. All non-leaking transformers will ship full and untested for disposal per EPA regulations. Units testing > 2ppm PCB cannot be rebuilt or sold for re-use.
- 8.4. The Contractor must have an on-site laboratory to provide Gas Chromatography (GC) analysis of electrical products received from JEA.
- 8.5. The Contractor's facility must be a permitted or authorized commercial PCB storage (TSCA) facility and have the capabilities to process PCB items.
- 8.6. PCB items that are passed through or that cannot be smelted after completion of reclamation and are subsequently sent off site for disposal must be sent to EPA TSCA authorized incinerator or commercial waste landfill facilities.

