

Welcome to the JEA Awards Meeting

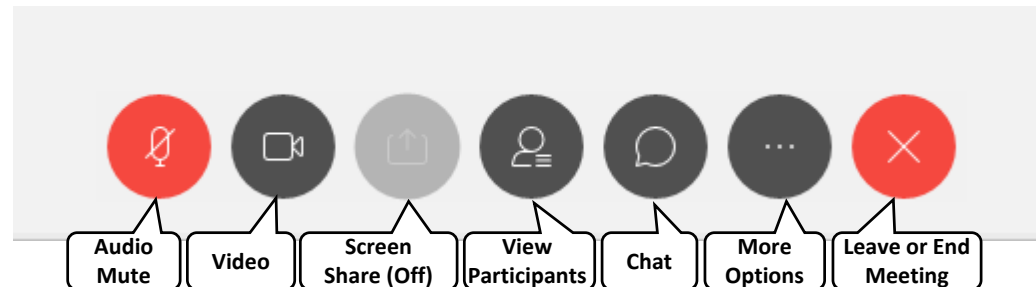
You have been joined to the meeting with your **audio muted** by default.

We will unmute your lines during the public comment time and provide opportunity for you to speak.

During the meeting, interested persons can also email **Lynn Rix** at rixlw@jea.com to submit public comments to be read during the meeting regarding any matter on the agenda for consideration. Public comments by e-mail must be received no later than 10:10 a.m. to be read during the public comment portion of the meeting.

Please contact **Lynn Rix** by telephone at **(904) 665-8621** or by email at rixlw@jea.com if you experience any technical difficulties during the meeting.

Below is a summary of the meeting controls you will see at the bottom of your screen.



AWARDS COMMITTEE AGENDA

DATE: Thursday, August 27, 2020
TIME: 10:00 A.M.
PLACE: WebEx/Teleconference
WebEx Meeting Number (access code): 160 199 4252
WebEx Password: pxP6CqUSt63

Public Comments:

Awards:

1. Approval of the minutes from the last meeting (08/13/2020).
2. Request approval to award a contract to the City of Jacksonville in the amount of \$1,855,800.00 for the supply of and Diesel Fuel and Gasoline, subject to the availability of lawfully appropriated funds.
3. Request approval of a contract Termination for Convenience for JEA Contract No. 170939 with Anixter, Inc. for the supply of Concrete Utility Poles for JEA Inventory Stock.
4. 041-20 - Request approval to award a contract to Valmont Newmark in the amount of \$1,053,201.00 for the supply of Concrete Utility Poles carried in JEA's inventory stock, subject to the availability of lawfully appropriated funds.
5. 032-20 - Request approval to rescind this solicitation, and reject all Bids received in anticipation of continuing to purchase under the current contracted agreement.

Informational Item: N/A

Open Discussion: N/A

Public Notice: N/A

General Business: N/A

SPECIAL NOTES: Copies of the above items are available in JEA Procurement, if needed for review. If a person decides to appeal any decision made by the Awards Committee, with respect to any matter considered at this meeting, that person will need a record of the proceedings, and, for such purpose, needs to ensure that a verbatim record of the proceedings is made, which record includes the evidence and testimony upon which the appeal is to be based. If you have a disability that requires reasonable accommodations to participate in the above meeting, please call 665-8625 by 8:30 a.m. the day before the meeting and we will provide reasonable assistance for you.

08-27-2020 Awards Committee

<u>Award #</u>	<u>Type of Award</u>	<u>Business Unit</u>	<u>Estimated/Budgeted Amount</u>	<u>Amount</u>	<u>Awardee</u>	<u>Term</u>	<u>Summary</u>
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 08/13/2020 meeting.
2	Miscellaneous	McElroy	1,855,800.00	1,855,800.00	City of Jacksonville	Three (3) Years 9/3/2020 to 9/2/2023	<u>City of Jacksonville Fuel</u> This agreement will provide fuel supply and related services to JEA from the City of Jacksonville. The City of Jacksonville is one (1) of the many sources of supply as it relates to fuel purchases for JEA as it allows JEA to purchase diesel fuel and gasoline with a percentage markup added for the service.
3	Contract Termination	McElroy	1,289,357.00	N/A	Anixter, Inc.	N/A	<u>Concrete Utility Poles for JEA Inventory Stock</u> Request a contract termination for convenience.
4	Invitation to Negotiate (ITN) 3 bidders	McElroy	971,430.58	1,053,201.00	Valmont Newmark	Three (3) Years 9/3/2020 to 9/2/2023	<u>Concrete Utility Poles for JEA Inventory Stock</u> ITN bid that consisted of 9 unique items <ul style="list-style-type: none"> • During the last 12 months, spend for this item was \$306,210.00 • At the time of bid release, our current inventory balance for the items found in this solicitation was \$165,635.02 • Current lead-time is over seven weeks • \$81,770.42 cost increase
5	Rescind	McElroy	8,225,645.50	N/A	N/A	N/A	<u>Primary Wire for JEA Inventory Stock</u> This request is to rescind with the intent to not rebid. Because of the proposed increased costs if JEA elected to move forward with the ITN, it is in JEA's best interest to continue to purchase under the current contracted agreement
Total Award				\$2,909,001.00			

JEA AWARDS COMMITTEE
August 13, 2020 MEETING MINUTES

The JEA procurement Awards Committee met on August 13, 2020, via WebEx

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

Members in attendance were Jenny McCollum as Chairperson, Laure Whitmer as Budget Representative, Julie Davis as Office of General Counsel Representative; with, Steve Tuten, Joe Orfano, Stephen Datz, Wayne Young, and Alan McElroy as voting Committee Members.

Chair McCollum called the meeting to order at 10:01 a.m., introduced the Awards Committee Members, and confirmed that there was a quorum of the Committee membership present.

Chair McCollum announced that the meeting was being held remotely to slow the spread of the Covid-19 virus and to encourage social distancing and that pursuant to Governor DeSantis' Executive Order 20-69, local governments were allowed to hold public meetings using communications media technology rather than in a physical location. She stated that the JEA Awards Committee meeting was being held by virtual means via WebEx which allows interested persons to view and participate in the meeting remotely. Additionally, Chair McCollum and Landon Todd reviewed the WebEx meeting instructions and how public comment would be received and taken during the meeting.

Public Comments:

Chair McCollum recognized the public comment speaking period and opened the meeting floor to public comments. No public comments were provided by email, phone or videoconference.

Awards:

Chair McCollum verbally presented the Committee Members the proposed August 7, 2020 minutes contained in the board packet.

MOTION: Steve Tuten made a motion to approve the August 7, 2020 minutes (Award Item 1). The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2-4 and 6-8:

2. Request approval to award and ratify an emergency contract to Unify Health Systems for COVID-19 safety and wellness services in the not-to-exceed amount of \$187,000.00, subject to the availability of lawfully appropriated funds.

MOTION: Stephen Datz made a motion to approve Award Item 2 as presented in the board packet. The motion was seconded by Alan McElroy and approved unanimously by the Awards Committee (5-0).

3. Request approval to award a change order to J.B. Coxwell Contracting, Inc. for additional construction services related to additional quantities for the Lower Eastside Drainage Improvements in the amount of \$365,185.00, for a new not-to-exceed amount of \$3,012,675.50, subject to the availability of lawfully appropriated funds.

MOTION: Alan McElroy made a motion to approve Award Item 3 as presented in the board packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

4. Request approval to award a sole source award to WSC Inc. for additional services for the NGS Unit 2 Simulator in the amount of \$59,600.00, subject to the availability of lawfully appropriated funds.

MOTION: Steve Tuten made a motion to approve Award Item 4 as presented in the board packet. The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

5. **DEFERRED** - Request approval to award a change order to Wharton-Smith, Inc., for the purchase of equipment and installation of the blower system improvements and equipment purchase for the centrifuge project as part of the Buckman Biosolids Conversion Projects in the amount of \$15,888,781.00, for a new not-to-exceed amount of \$16,860,103.00, subject to the availability of lawfully appropriated funds.

6. Request approval to award a change order to Garney Companies Inc., for the purchase of the UV equipment as part of the Southwest Water Reclamation Facility (WRF) Expansion in the amount of \$2,789,909.00, for a new not-to-exceed amount of \$3,494,141.00, subject to the availability of lawfully appropriated funds.

MOTION: Alan McElroy made a motion to approve Award Item 6 as presented in the board packet. The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

7. Request approval to award a change order to APTIM Environmental & Infrastructure for professional services in the decommissioning of the SJRPP in the amount of \$1,764,500.00, for a new not-to-exceed amount of \$15,995,781.00, subject to the availability of lawfully appropriated funds.

MOTION: Steve Tuten made a motion to approve Award Item 7 as presented in the board packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

8. 021-20 – Request approval to award a contract to Leidos Engineering, for Distributed Energy Resource Assessment in the amount of \$750,000.00, subject to the availability of lawfully appropriated funds.

MOTION: Joe Orfano made a motion to approve Award Item 8 as presented in the board packet. The motion was seconded by Alan McElroy and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

No ratifications were presented to the Awards Committee for consideration.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair McCollum adjourned the meeting at 10:42 a.m.

NOTE: These minutes provide a brief summary only of the Awards Committee meeting. For additional detail regarding the content of these minutes or discussions during the meeting, please review the meeting recording. The recording of this meeting as well as other relevant documents can be found at the link below: [https://www.jea.com/About/Procurement/Awards Meeting Agendas and Minutes/](https://www.jea.com/About/Procurement/Awards_Meeting_Agendas_and_Minutes/)



Formal Bid and Award System

Award #2

August 27, 2020

Type of Award Request: COLLABORATIVE PROCUREMENT
Request #: 6885
Requestor Name: Brunell, Baley
Requestor Phone: (904) 665-6992
Project Title: City of Jacksonville Fuel Supply & Related Services
Project Number: A0800
Project Location: JEA
Funds: O&M
Budget Estimate: \$1,855,800.00

Scope of Work:

This Award is to authorize JEA to enter into a purchase agreement with the City of Jacksonville for the purchase of diesel and gasoline fuel allowing a seamless procure to pay option for both parties and eliminating the laborious check request process. JEA has been purchasing diesel and gasoline fuel from the City of Jacksonville for many years, primarily as a back-up to its other supply sources.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Roddy, Colin Patrick
Is this a Ratification?: No

RECOMMENDED AWARDEES:

Name	Vendor Contact	Email	Address	Phone	Amount
CITY OF JACKSONVILLE	Erik Preacher	erikp@coj.net	2581 Commonwealth Ave, Jacksonville, FL 32254	904-255-7434	\$1,855,800.00

Amount for entire term of Contract/PO: \$1,855,800.00
Award Amount for remainder of this FY: \$51,550.00
Length of Contract/PO Term: Three (3) Years
Begin Date (mm/dd/yyyy): 09/03/2020
End Date (mm/dd/yyyy): 09/02/2023
Renewal Options: No Renewals
JSEB Requirement: N/A - Optional

Background/Recommendation:

This request is for the creation of an Agreement in the amount of \$1,855,800.00 to cover the forecasted requirements for the purchase of diesel fuel and gasoline through the City of Jacksonville (COJ). This amount

was calculated using demand estimates from the Fleet Services and incorporating variable pricing based on eia.gov fuel pricing forecasts.

In recent years, JEA has transitioned most of its fueling efforts away from the COJ pumps, but due to the criticality of fuel and its impact on operations, JEA does wish to maintain COJ as an option since they do serve as an adequate back up supply source. In the past, fuel purchases from COJ had been paid via check requests. Upon award, JEA will create a purchase agreement with COJ allowing AP and the Fleet Services teams to create a contract purchase agreement in Oracle allowing a seamless procure to pay option for both parties.

Currently, JEA purchases its diesel fuel and gasoline to support fleet operations through diesel wet fueling (Jacobus Energy, LLC), the JEA Gate card (Gate Petroleum Company), and COJ. To give background on the decision to utilize COJ as a tertiary source, instead of a primary or secondary source, is the total cost with COJ is more; this is driven by the alternative sources having proven operational efficiencies. Below is a list of some primary examples for the shift in fueling strategy away from COJ:

- COJ requires additional hardware to be installed on JEA assets in order to use their pump stations.
 - The hardware purchase and maintenance of the equipment is a JEA expense and may interfere with GPS and Telematics devices.
- JEA employees now have the convenience of utilizing Gate’s extensive network of fuel centers located across the JEA network instead of the few COJ locations.
- JEA used to fill their fuel tankers at the COJ locations, however, since his practice was taking in excess of one hour or longer, Fleet Services transitioned tanker fills to the Gate terminal stations which fills the trucks in about 15 minutes.
 - This allows for a more efficient use of time, while still utilizing the contracted rate for bulk fuel with Gate.
- Jacobus wet fueling allows for JEA assets to be filled overnight by the vendor at JEA facilities at a competitive price.
 - Zero employee downtime from having to travel to fuel locations and conduct the fueling by JEA employee.
 - Eliminates processes conducted by JEA employees to eliminate distractions and potential issues.



For FY21, it is estimated that total fuel spend will be only 16.91% for COJ compared to the rest of spend associated with this commodity. The estimated FY21 JEA fuel sourcing plan is listed below that shows the estimated breakout between the various sources of supply for both diesel and gasoline.

FY21 JEA Fuel Sourcing Plan						
	<u>Diesel Wet Fuel Jacobus</u>	<u>Gate Bulk</u>	<u>Gate Diesel</u>	<u>Gate Gas</u>	<u>COJ Diesel</u>	<u>COJ Gas</u>
EIA Forecast Price/gal	\$2.64	\$2.64	\$2.64	\$2.23	\$2.87	\$2.47
Taxes	\$0.34	\$0.30	\$0.34	\$0.34	\$0.00	\$0.00
Mark-Up	\$0.33	\$0.05	\$0.05	\$0.05	\$0.16	\$0.16
Forecasted Cost Per Gallon	\$3.31	\$2.99	\$2.69	\$2.62	\$3.03	\$2.63
Quantity (Gals)	457,000	20,000	375,000	175,000	100,000	120,000
Estimated Cost	\$1,512,670	\$59,800	\$1,121,250	\$458,150	\$303,000	\$315,600

Request approval to award a contract to the City of Jacksonville in the amount of \$1,855,800.00 for the supply of and Diesel Fuel and Gasoline, subject to the availability of lawfully appropriated funds.

Manager: Pearson, Kenny – Procurement Category Manager
Director: McCollum, Jenny – Director, Procurement Services
VP: McElroy, Alan – Interim Chief Supply Chain Officer

APPROVALS:

	08/27/2020
Chairman, Awards Committee	Date
	8/28/2020
Budget Representative	Date

FY21 Fuel Sourcing Plan

	<u>Diesel Wet Fuel Jacobus</u>	<u>Gate Bulk</u>	<u>Gate Diesel</u>	<u>Gate Gas</u>	<u>COJ Diesel</u>	<u>COJ Gas</u>
EIA Forecast 2021 Price/gal	\$2.64	\$2.64	\$2.64	\$2.23	\$2.87	\$2.47
Taxes	\$0.34	\$0.30	\$0.30	\$0.34	\$0.00	\$0.00
Mark-Up	\$0.33	\$0.05	\$0.05	\$0.05	\$0.16	\$0.16
Forecasted Cost Per Gallon	\$3.31	\$2.99	\$2.99	\$2.62	\$3.03	\$2.63
Quantity (Gals)	457,000	20,000	375,000	175,000	100,000	120,000
Estimated Cost	\$1,512,670	\$59,800	\$1,121,250	\$458,150	\$303,000	\$315,600
Total One Year Estimate					\$618,600	
Total Three Year Estimate					\$1,855,800	
FY20 Estimate					\$51,550	
COJ Value %					16.41%	



Formal Bid and Award System

Award #3 August 27, 2020

Type of Award Request: CONTRACT TERMINATION
Request #: 6880
Requestor Name: Keeler, Jessica
Requestor Phone: (904) 665-6403
Project Title: Concrete Utility Poles for JEA Inventory Stock
Project Number: Various
Project Location: JEA
Funds: Inventory Blanket Account
Budget Estimate: \$1,289,357.00

Scope of Work:

Request approval to terminate contract #170939 due to Anixter, Inc failing to perform to the contract as originally anticipated.

The purpose of this Agreement was to solicit pricing for the purchase of Concrete Utility Poles for JEA Inventory Stock. The agreement contains seventeen (17) line items with their primary application for assisting supplying power to JEA's overhead utility customers and are utilized by the Energy department on a regular basis.

JEA IFB/RFP/State/City/GSA#: 126-17
Purchasing Agent: Roddy, Colin
Is this a Ratification?: NO

COMPANY:

Name	Contact Name	Address	Phone	Amount
ANIXTER, INC.	Renee Lackey	3881 Old Winter Garden Road, Orlando, FL 32805	407-204-7304	N/A

Background/Recommendations:

A summary of the actions leading to this request to terminate the contract with Anixter, Inc. is provided below.

In November of 2017, JEA competitively bid and awarded Anixter Inc, a five (5) year Agreement with one (1) additional one (1) year option which was scheduled to expire on December 31, 2022. Shortly after performance under the agreement started, JEA began to experience numerous performance problems such as product quality and order delivery issues. JEA began documenting concerns and eventually issued a request for a corrective action planned to be developed and implemented by Anixter of which the timeline is defined below. The continued performance issues, even after the implementation of the corrective action plan, caused the JEA team to revisit a rebid in lieu of continued performance issues of Anixter under the Agreement.

Located below is the timeline of events that transpired between Anixter performance and JEA's decision to conduct a rebid.

On October 24, 2019, JEA provided written notice that Anixter was in default of said Agreement for willfully imposing upon JEA concrete poles that were defective because of poor quality and workmanship issues. As a result of the identified defects, JEA requested Anixter submit a written corrective action plan to JEA for approval, and once approved Anixter and JEA agreed that if JEA experienced the previously identified defects in the next 120 days, the Contract would be terminated for default.

On November 8, 2019, Anixter provided a written corrective action plan to JEA addressing the poor quality and workmanship issues, and this began Anixter's 120 day probationary period.

On January 8, 2020, and January 9, 2020, JEA received shipments of concrete poles which after review on February 18, 2020, JEA found that numerous poles were manufactured not in accordance with the Agreement and manufacturer design drawings. As such, JEA believes there is adequate grounds for termination of the Agreement. Based on these circumstances, JEA's Chief Procurement Officer has determined that while the bar for termination for default may be met, the plan for terminating for convenience is the fair and equitable path forward for both parties with the following conditions placed on Anixter:


- Anixter will have bid privileges suspended for all Energy Distribution Poles for a period of six (6) months
- The manufacturer, Precast Specialties, shall be unapproved by JEA Standards Committee for a minimum of six (6) months
- JEA will source the remaining work required by the Agreement with Anixter for the remainder of the term. If such expenses are more than the sum that would otherwise have been payable under the Agreement, then Anixter shall pay the amount of such excess to JEA upon notice of the expenses from JEA.
- Anixter shall implement additional means to measure and improve deficiencies found on all contracted products with JEA. Efforts to be documented by Anixter and reviewed periodically with JEA.

The aforementioned conditions to JEA's offer to terminate the Contract as a Termination for Convenience are subject to Anixter's written agreement to the conditions set out in the Chief Procurement Officer's letter to Anixter dated April 7, 2020. If an acceptable agreement cannot be reached, JEA will pursue appropriate recourse to resolve the matter including Termination for Default.

Request approval of a contract Termination of JEA Contract No. 170939 with Anixter, Inc. for the supply of Concrete Utility Poles for JEA Inventory Stock.

Manager: Pearson, Kenny – Procurement Category Manager
Director: McCollum, Jenny – Director, Procurement Services
VP: McElroy, Alan – Interim Chief Supply Chain Officer

APPROVALS:

 _____ 08/27/2020

Chairman, Awards Committee

Date

Budget Representative

Date



~~CPA 170611~~

Approved by the JEA Awards Committee
Date 11/30/17 Item # 4

Formal Bid and Award System

BPA 170939

Award #4

November 30, 2017

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 3981
Requestor Name: McQuaig, L. Renee'
Requestor Phone: (904) 665-6038
Project Title: Concrete Poles for JEA Inventory Stock
Project Number: VARIOUS
Project Location: JEA
Funds: Inventory Blanket
Award Estimate: \$1,195,173.60
Scope of Work:

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a vendor that can provide concrete poles to JEA (the "Work" or "Services"). This solicitation includes seventeen (17) line items and their primary application is to assist in supplying power to JEA's overhead utility customers. These items are utilized by the electric department on a regular basis. Current inventory balance is \$118,880.20, and our annual usage average is \$1,195,173.60. The current lead time ranges from four (4) to eight (8) weeks.

JEA IFB/RFP/State/City/GSA#: 126-17
Purchasing Agent: McQuaig, L. Renee'
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
Anixter, Inc.	Jesse More'	jesse.more@anixter.com	3881 Old Winter Garden Rd Orlando, FL 32805	(407) 204-7227	\$1,289,357.00

Amount for entire term of Contract/PO: \$1,289,357.00
Award Amount for remainder of this FY: \$193,403.55 (\$21,489.28 x 9 months)
Length of Contract/PO Term: Five (5) years with w/One (1) – 1 Yr. Renewal
Begin Date (mm/dd/yyyy): 01/01/2018
End Date (mm/dd/yyyy): 12/31/2022
Renewal Options: YES – One (1) – 1 Yr. Renewal
JSEB Requirement: N/A – No JSEBs Available

BIDDERS:

Name	Original Bid Amount	# Items Bid	BAFO Bid Amount
ANIXTER, INC.	\$1,320,215.00	17	\$1,289,357.00
GRESKO UTILITY SUPPLY	\$1,306,605.37	17	\$1,292,942.00
DURA STRESS	\$1,670,311.00	16	N/A
PRECAST SPECIALTIES	\$1,415,311.00	17	N/A
SEMINOLE POLE	Disqualified	Did not bid minimum of 75% items	N/A

Background/Recommendations:

Advertised 08/17/2017. Five (5) companies attended the mandatory pre-response meeting on 08/24/2017. At Response opening on 09/28/2017, JEA received five (5) Responses. Seminole Pole was disqualified for not meeting the seventy-five percent (75%) bid item requirement. The Responses were scored on pricing only, and Anixter and Gresko Utility Supply were invited to submit Best and Final Offers (BAFO). Anixter, Inc. was the lowest overall price and deemed the most responsive and responsible Respondent. The Response Form and Workbook are attached as back-up.


When reviewing current pricing with Anixter's proposed pricing, it showed a decrease of seven percent (7%), or savings of \$91,810.12 for the five (5) year term. The BAFO savings represented three percent (3%) or \$30,858.00 of the overall savings. The unit pricing will be adjusted annually in accordance with the Consumer Price Index (CPI) for all urban consumers published monthly by the U.S. Department of Labor, Bureau of Labor Statistics after the first year.

126-17 – Request approval to award a five (5) year contract to Anixter, Inc. for concrete poles in the amount of \$1,289,357.00, subject to the availability of lawfully appropriated funds.

Manager: Keeler, Jessica C. - Manager Procurement Inventory
Director: McCarthy, John P. - Dir, Supply Chain Management
VP: Dykes, Melissa H. - Chief Financial Officer

APPROVALS:


 _____ 11-30-17
 Chairman, Awards Committee Date


 _____ 11/30/17
 Manager, Capital Budget Planning Date

APPENDIX B

BAFO RESPONSE FORM FOR SOLICITATION 126-17

CONCRETE POLES FOR JEA INVENTORY STOCK

Bid Form page 1 of 1

Submit to Renee' McQuaig at MCQULR@JEA.COM

Company Name: Anixter, Inc
 Company's Address 3881 Old Winter Garden Rd
 License Number (if applicable) W9 36-2361285 RESALE 80-8012458603-5
 Phone Number 407.335.2415 FAX No: 407.893.7382 EMAIL Address: JESSE.MORE@ANIXTER.COM

<p>BID SECURITY REQUIREMENT <input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond _____ % \$ _____</p>	<p>TERM OF CONTRACT <input type="checkbox"/> One Time Purchase <input checked="" type="checkbox"/> Annual Requirements – Five (5) years with One (1), One (1) year optional renewal <input type="checkbox"/> Other, Specify: _____</p>
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<p>SAMPLE REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening</p>	<p>SECTION 255.05, FLORIDA STATUTES CONTRACT BOND <input checked="" type="checkbox"/> None required <input type="checkbox"/> Bond required \$ _____ % of Bid Award</p>
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<p>QUANTITY REQUIREMENTS <input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased throughout Contract period and are subject to fluctuation in accordance with actual requirements</p>	<p>INSURANCE REQUIREMENT <input type="checkbox"/> None required <input checked="" type="checkbox"/> Insurance required</p>
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PAYMENT DISCOUNTS
 1% 20, net 30
 2% 10, net 30
 Other _____
 None Offered

Quote the following materials F.O.B. Destination: Jacksonville, FL

Item No.	ENTER HEREON YOUR RESPONSE FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES	TOTAL	RESPONSE PRICE
1.	126-17 Concrete Poles for JEA Inventory Stock TOTAL Response PRICE (Total from Response Workbook)		\$ <u>1,289,357.00</u>

____ (Initials) I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

Respondent's Certification

By submitting this Response, the Respondent certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Respondent's Company, and that the Company is legally authorized to do business in the State of Florida. The Respondent also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation, and that the Respondent is an authorized distributor or manufacturer of the equipment as required in this Solicitation.

We have received addenda

Date 1 through 2

Handwritten Signature of Authorized Officer of Company or Agent Jesse More 11/3/17

JESSE MORE' - ACCOUNT MANAGER
 Printed Name and Title

126-17 BAFO Appendix B Response Workbook for Concrete Poles for JEA Inventory Stock

Vendor Name: **Amixet**
 Instructions: Insert the requested information in the green highlighted sections. The lead time listed in Column H must be the number of calendar days after receipt of order that JEA will receive the material, not the number of days to ship. This should be a specific number of days, do not quote a range. If there are any comments needed, list them in Column J. Any blanks left on the bid workbook will be considered to be a "no bid."

Warehouse Location	JEA Item Id	Item Description	UOM Code	Estimated Annual Usage	Unit Price	Bid Price	Lead Time: In Calendar Days After Receipt of Order	Standard Order Quantities (if applicable)	Comments
CSC Stores	POLCO001	POLE, CONCRETE, 30' TYPE 1, W/CONDUIT, UG STREETLIGHTS. (T/L 25 -32 EACH)	EA	42	416.00	\$17,472.00	30-45	23	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO002	POLE, CONCRETE 35' TYPE 1, W/CONDUIT, UG STREETLIGHTS (T/L 24 EACH)	EA	381	454.00	\$172,974.00	30-45	18	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO003	POLE, CONCRETE 35' TYPE 2 **NOTE: OVERHEAD INSTALLATIONS ***	EA	138	595.00	\$82,110.00	30-45	14	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO004	POLE, CONCRETE 40' TYPE 3, USED FOR LIGHTING ONLY. (T/L 14 EACH)	EA	31	661.00	\$20,491.00	30-45	12	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO005	POLE, CONCRETE 45' TYPE 3, (T/L 9 EACH)	EA	19	741.00	\$14,079.00	30-45	9	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO006	POLE, CONCRETE 50' TYPE 3, (T/L 9 EACH)	EA	131	868.00	\$113,708.00	30-45	7	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO007	POLE, CONCRETE 50' TYPE H, (T/L 6 EACH)	EA	192	1,395.00	\$267,840.00	30-45	6	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO008	POLE, CONCRETE 55' TYPE H, (T/L 6 EACH)	EA	198	1,505.00	\$297,990.00	30-45	5	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO009	POLE, CONCRETE 60' TYPE H, (T/L 5 EACH)	EA	74	1,695.00	\$120,250.00	30-45	5	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO010	POLE, CONCRETE 35' TYPE LT	EA	5	2,368.00	\$11,840.00	30-45	2	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO011	POLE, CONCRETE 55' TYPE HT	EA	4	2,795.00	\$11,180.00	30-45	2	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO012	POLE, CONCRETE 60' TYPE LT	EA	11	2,768.00	\$30,448.00	30-45	2	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO013	POLE, CONCRETE 60' TYPE HT	EA	18	2,927.00	\$52,686.00	30-45	2	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).

Warehouse Location	JEA Item Id	Item Description	UOM Code	Estimated Annual Usage	Unit Price	Bid Price	Lead Time: In Calendar Days After Receipt of Order	Standard Order Quantities (if applicable)	Comments
CSC Stores	POLCO014	POLE, CONCRETE 65' TYPE LT	EA	22	2,988.00	\$65,736.00	30-45	1	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO019	POLE, CONCRETE 65' TYPE HT	EA	1	3,042.00	\$3,042.00	30-45	1	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO020	POLE, CONCRETE 70' TYPE HT	EA	1	3,712.00	\$3,712.00	30-45	1	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO021	POLE, CONCRETE 75' TYPE HT	EA	1	3,799.00	\$3,799.00	30-45	1	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
TOTAL BID - TRANSFER TO APPENDIX B RESPONSE FORM PAGE						\$12,893,357.00			

**CONTRACT
BETWEEN
JEA
AND
ANIXTER, INC.
JEA CONTRACT # 170939**

THIS CONTRACT, is executed as of this 12th day of December, 2017, (the “Effective Date”), by and between **JEA**, a body politic and corporate, in Duval County, Florida, (“JEA”), and **ANIXTER, INC.**, a corporation existing under the laws of the State of Illinois authorized to perform work in the State of Florida, with its principal office located at 2301 Patriot Blvd. C/O Tax Dept, Glenview, IL 60026, and a local address of 3881 Old Winter Garden Road, Orlando, FL 32805 (hereinafter called the “Company”).

WITNESSETH

WHEREAS, pursuant to the JEA Procurement Code, JEA is authorized to procure goods and services via an Invitation to Negotiate (“ITN”) solicitation process; and

WHEREAS, JEA invited vendors to participate in the ITN process, and those vendors that qualified were asked to submit their best and final offer (“the BAFO”) to supply **“Concrete Poles for JEA Inventory Stock”** (the “Work”); and

WHEREAS, said Company has been accepted by JEA as the most responsive and responsible for the completion of the Work at and for the prices stated in the Company’s BAFO.

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

AGREEMENT

- 1) JEA hereby engages the Company and the Company hereby accepts said engagement for the purpose of performing the Work, as described in (i) JEA Solicitation # 126-17, designated as **“Concrete Poles for JEA Inventory Stock”** as modified by Addendum Number 1 dated September 6, 2017, Addendum Number 2 dated September 15, 2017, (the “ITN”), and (ii) the Company’s Best and Final Offer dated November 3, 2017, attached hereto as **Exhibit C** (the “Bid Form”).
- 2) The Work shall be performed strictly in accordance with the ITN, as amended by Addenda, associated Technical Specifications, this Contract, **Exhibits A – C**, and all Purchase Orders

issued pursuant to this Contract (collectively, the “Contract”), all of which are hereby specifically made part hereof by reference to the same extent as if fully set out herein.

3) JEA’s Maximum Indebtedness under this Contract shall not exceed **One Million Two Hundred Eighty Nine Thousand Three hundred Fifty Seven and 00/100 Dollars (\$1,289,357.00)**, at and for the prices stated in **Exhibit C**.

4) **TERM.**

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 years ending **December 31, 2022**, 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 one (1) additional one (1) year period. This Contract, after the initial year shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract.

5) On faithful performance of this Contract, JEA will pay the Company in accordance with the terms and on the conditions stated in the Contract.

6) All notices required or permitted under this Contract shall be in writing and shall be deemed received upon receipt. Notices shall be addressed by a party to the other party as follows:

In the case of JEA:

JEA
Attn: Renee McQuaig
6674 Commonwealth Avenue, CSC Storeroom
Jacksonville, FL 32254
Ph: 904-665-6038
mcqulr@jea.com

and to:

Attn: Heather Beard, Manager, Procurement Contract Administration
21 W. Church Street, CC-6
Jacksonville, FL 32202
Ph: 904-665-7606
beathe@jea.com

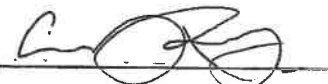
In the case of Company:

Anixter, Inc
Attn: Jesse More'
3881 Old Winter Garden Road
Orlando, FL 32805
Ph: 407-204-7227
Jesse.more@anixter.com


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

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

ATTEST:

By: 
Name: Carlos Ruiz
Title: Inside Sales Manager
Date: 12/18/17

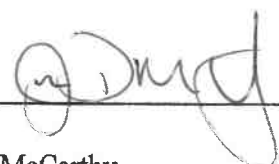
ANIXTER, INC.

By: 
Name: JESSE MORE'
Title: ACCOUNT MANAGER
Date: 12/18/17

ATTEST:

By: _____
Name: Heather Beard
Title: Manager, Procurement
Contracts Administration
Date: _____

JEA

By: 
John McCarthy
Sr Director, Supply Chain
Management & Operations Support
Date: 12-19-17

Approved by the JEA Awards Committee on Thursday, November 30, 2017, Award Item No. 4

EXHIBIT A
SOLICITATION



Building Community*

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

September 6, 2017

ADDENDUM NUMBER One (1)

TITLE: Safety Products for JEA Inventory Stock

JEA IFB NUMBER 126-17

BID DUE DATE: September 19, 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. Due to Hurricane Irma, the Bid Due Date has been changed from September 12, 2017 to September 19, 2017. The Time of Receipt and Time of Opening will remain the same.

2. Question & JEA's Response:
 1. The new terms in Section 2.4.6.1 regarding the annual increase states that the adjustment will be based on the Consumer Price Index. We would like to know, if it will be possible to have the previous terms regarding annual price adjustment included into the new contract if it is awarded to Dura-Stress. We would be willing to negotiate a price cap for the annual increase. We feel that we would be able to provide you with a better rate if we can negotiate the annual cost increase as we have done in the past versus providing you pricing to cover the full 5-year term. The price adjustment can be addressed during the negotiation process.

Acknowledge receipt of this addendum on the Response Form (Appendix B).



Building Community®

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

September 15, 2017

ADDENDUM NUMBER Two (2)

TITLE: Concrete Poles for JEA Inventory Stock

JEA IFB NUMBER 126-17

BID DUE DATE: September 26, 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. Due to Hurricane Irma, the Bid Due Date has been changed from September 19, 2017 to September 26, 2017. The Time of Receipt and Time of Opening will remain the same.

Acknowledge receipt of this addendum on the Response Form (Appendix B).

SOLICITATION
FOR PARTICIPATION IN AN INVITATION TO NEGOTIATE FOR THE SUPPLY OF
CONCRETE POLES FOR JEA INVENTORY STOCK

SOLICITATION NUMBER 126-17



MANDATORY PRE-RESPONSE MEETING IN PERSON OR WEBEX
PRE-RESPONSE DATE: AUGUST 24, 2017
PRE-RESPONSE TIME: 2:00 PM

LOCATION: JEA COMMONWEALTH SERVICE CENTER
6674 COMMONWEALTH AVENUE,
MAIN CONFERENCE ROOM,
JACKSONVILLE, FL 32254

OR

WEB ADDRESS: <https://jeagm.globalmeet.com/Web9>
ACCESS NUMBER: 1-719-325-2630
CLIENT ID: 7020232
PASSWORD: D60Y68

RESPONSES DUE NO LATER THAN 12:00 P.M. EST SEPTEMBER 12, 2017
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 ON
SEPTEMBER 12, 2017, AT 2:00 PM
IN THE
JEA BID OFFICE, CUSTOMER CENTER 1ST FLOOR, ROOM 002
21 W. CHURCH STREET, JACKSONVILLE, FL 32202

Table of Contents

1.1.	SCOPE AND INVITATION.....	5
1.1.1.	SCOPE OF WORK.....	5
1.1.2.	QUESTIONS.....	5
1.1.3.	OPENING OF RESPONSES.....	5
1.1.4.	INVITATION TO NEGOTIATE (ITN).....	5
1.1.5.	MANDATORY PRE-RESPONSE MEETING.....	6
1.2.	SPECIAL INSTRUCTIONS.....	6
1.2.1.	MINIMUM QUALIFICATIONS FOR SUBMISSION OF A RESPONSE.....	6
1.2.2.	EVALUATION METHODOLOGY.....	7
1.2.3.	SELECTION CRITERIA.....	8
1.2.3.1	QUOTATION OF RATES (100 POINTS).....	8
1.3.	NUMBER OF CONTRACTS TO BE AWARDED.....	9
1.3.1.	REQUIRED FORMS TO SUBMIT WITH RESPONSE.....	9
1.4	GENERAL INSTRUCTIONS.....	9
1.4.1	SUBMITTING THE RESPONSE.....	9
1.4.2	ALTERNATE PROVISIONS AND CONDITIONS.....	9
1.4.1.1.	ADDENDA.....	9
1.4.3	CONTRACT EXECUTION AND START OF WORK.....	10
1.4.4	DEFINED TERMS.....	10
1.4.5	EX PARTE COMMUNICATION.....	10
1.4.6	SUNSHINE LAW.....	10
1.4.7	JEA PUBLICATIONS.....	11
1.4.8	PROHIBITION AGAINST CONTINGENT FEES.....	11
1.4.9	RESERVATIONS OF RIGHTS TO JEA.....	11
1.4.10	MODIFICATION OR WITHDRAWAL OF RESPONSES.....	12
1.4.11	AVAILABILITY OF RESPONSES AFTER RESPONSE OPENING.....	12
1.4.12	PROTEST OF AWARD PROCESS.....	12
1.4.13	CERTIFICATION AND REPRESENTATIONS OF THE RESPONDENT.....	12
1.4.14	ETHICS (IFB).....	13
2.	CONTRACT TERMS AND CONDITIONS.....	13
2.1	CONTRACT DOCUMENT AND TERMS AND CONDITIONS.....	14
2.2	DEFINITIONS.....	14
2.2.1	DEFINITIONS.....	14
2.2.2	ACCEPTANCE.....	14
2.2.3	ADDENDUM/ADDENDA.....	14
2.2.4	ANNIVERSARY DATE.....	14
2.2.5	AWARD.....	14
2.2.7	BLANKET RELEASE.....	14
2.2.8	CHANGE ORDER.....	14
2.2.9	COMPANY.....	15
2.2.10	COMPANY REPRESENTATIVE.....	15
2.2.11	COMPANY SUPERVISOR.....	15
2.2.12	CONTRACT.....	15
2.2.13	CONTRACT ADMINISTRATOR.....	15
2.2.14	CONTRACT DOCUMENTS.....	15
2.2.15	CONTRACT PRICE.....	15
2.2.16	DEFECT.....	15
2.2.17	DELIVERY.....	15
2.2.18	HOLIDAYS.....	15
2.2.19	INVITATION TO NEGOTIATE.....	15
2.2.20	INVOICE.....	15
2.2.21	JEA.....	16
2.2.22	JEA REPRESENTATIVES.....	16
2.2.23	RESPONSE.....	16

2.2.24	RESPONDENT	16
2.2.25	PURCHASE ORDER (PO)	16
2.2.26	QUALITY ASSURANCE	16
2.2.27	QUALITY CONTROL	16
2.2.28	SOLICITATION	16
2.2.29	SUBCONTRACTOR	16
2.2.30	TERM	16
2.2.31	UNIT PRICES	16
2.2.32	WORK OR SCOPE OF SERVICES	16
2.3	CONTRACT DOCUMENTS	17
2.3.1	ORDER OF PRECEDENCE	17
2.4	PRICE AND PAYMENTS	17
2.4.1	PAYMENTS	17
2.4.2	COST SAVINGS PLAN	17
2.4.3	DISCOUNT PRICING	17
2.4.4	OFFSETS	18
2.4.5	TAXES	18
2.4.6	PRICE ADJUSTMENT –ANNUAL	18
2.4.6.1	PRICE ADJUSTMENT –ANNUAL	18
2.5	WARRANTIES AND REPRESENTATIONS	18
2.5.1	PRODUCTION CAPACITY	18
2.5.2	QUALITY CONTROL (GOODS)	18
2.5.3	WARRANTY (GOODS)	18
2.6	INSURANCE, INDEMNITY AND RISK OF LOSS	19
2.6.1	INSURANCE	19
2.6.2	INDEMNIFICATION (JEA STANDARD)	20
2.6.3	TITLE AND RISK OF LOSS	20
2.7	DELAYS	20
2.7.1	DELAY IN DELIVERY	20
2.8	TERM AND TERMINATION	20
2.8.1	TERM	20
2.8.2	TERMINATION FOR CONVENIENCE	21
2.8.3	TERMINATION FOR DEFAULT	21
2.9	CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION	22
2.9.1	PUBLIC RECORD LAWS	22
2.9.2	PROPRIETARY INFORMATION	23
2.9.3	PUBLICITY AND ADVERTISING	23
2.10	LABOR	23
2.10.1	NONDISCRIMINATION	23
2.10.2	LEGAL WORKFORCE	23
2.10.3	PROHIBITED FUTURE EMPLOYMENT	24
2.10.4	HIRING OF OTHER PARTY'S EMPLOYEES	24
2.11	COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT	24
2.11.1	COMPANY REPRESENTATIVES	24
2.11.2	COMPANY REVIEW OF PROJECT REQUIREMENTS	24
2.11.3	FORCE MAJEURE	24
2.11.4	OVERSHIPMENTS	25
2.11.5	RETURNED OR UNUSED MATERIALS	25
2.11.6	SAFETY AND PROTECTION PRECAUTIONS	25
2.11.7	SHIPPING - FOB DESTINATION	25
2.11.8	SHIPPING AND PACKING INSTRUCTIONS	25
2.11.9	DELIVERY TIMES AND LOCATION	26
2.11.10	JEA CHANGES TO ORDER	26
2.11.11	SAFETY DATA SHEETS (SDS)	26
2.12	VENDOR PERFORMANCE EVALUATION	26

2.13	MISCELLANEOUS PROVISIONS	28
2.13.1	AMBIGUOUS CONTRACT PROVISIONS	28
2.13.2	AMENDMENTS	28
2.13.3	APPLICABLE STATE LAW; VENUE; SEVERABILITY.....	28
2.13.4	CUMULATIVE REMEDIES	28
2.13.5	ENTIRE AGREEMENT.....	28
2.13.6	EXPANDED DEFINITIONS	28
2.13.7	HEADINGS.....	29
2.13.8	LANGUAGE AND MEASUREMENTS	29
2.13.9	NONEXCLUSIVE	29
2.13.10	REFERENCES	29
2.13.11	SEVERABILITY.....	29
2.13.12	RELATIONSHIP OF THE PARTIES.....	29
2.13.13	SUBCONTRACTING OR ASSIGNING OF CONTRACT.....	29
2.13.14	SURVIVAL	30
2.13.15	TIME AND DATE	30
2.13.16	TIME OF ESSENCE	30
2.13.17	USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE	30
2.13.18	WAIVER OF CLAIMS	30
2.13.19	UNIFORM COMMERCIAL CODE	30
2.13.20	MERGER.....	30
3	TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK	30
3.1.	TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK (APPENDIX A)	30
4.0	FORMS (APPENDIX B)	30
5.0	REPORTS.....	31
5.1	REPORTS (APPENDIX C)	31

INVITATION TO NEGOTIATE

1.1. SCOPE AND INVITATION

1.1.1. SCOPE OF WORK

The purpose of this Invitation to Negotiate (ITN) is to evaluate and select a vendor that can supply Concrete Poles for JEA Inventory Stock.

JEA intends to Award up to a five (5) year Contract with one (1), one (1) year optional renewal, which shall be exercised at JEA's option. All technical requirements (approved manufacturers, materials and ratings) are provided in Appendix A -Technical Specifications, attached hereto.

The vendor Awarded this Contract will be required to comply with the reporting requirements stated herein. The reports are expected to be provided in an Excel format and emailed to the JEA Representative. The reports will be utilized to determine compliance with delivery and lead times. Failure to comply with the delivery and lead times could result in JEA terminating the Contract for default. An example of the report is provided in Appendix C of this ITN.

The required reports are as follows:

- All Orders Status – This report must be provided weekly and include the Purchase Order (PO) and Blanket Release number, item ID, order quantity, date order received, expected delivery date, actual delivery date, name of JEA employee who signed for delivery, and any additional comments regarding the orders.

1.1.2. QUESTIONS

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

For Procurement Related Questions:

Buyer: Renee' McQuaig

E-mail: MCQULR@JEA.COM

1.1.3. OPENING OF RESPONSES

All Responses shall be publicly opened, read aloud and recorded at 2:00 PM on September 12, 2017, at the JEA Bid Office, 21 W. Church Street, Customer Center 1st Floor, Room 002, Jacksonville, FL 32202.

At the opening of Responses, a JEA Representative will publicly open and announce each Response that was received on time. Responses that have been properly withdrawn will not be opened. JEA has the right to waive any irregularities or informalities in the Responses.

1.1.4. INVITATION TO NEGOTIATE (ITN)

You are invited to submit a Response to the ITN noted below:

JEA ITN Title: CONCRETE POLES FOR JEA INVENTORY STOCK

JEA ITN Number: 126-17

To obtain more information about this ITN:

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

Response Due Time: 12:00 P.M. - ALL LATE RESPONSES WILL BE RETURNED UNOPENED

Response Due Date: September 12, 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 Bid Office, 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. Postal Service (USPS) which could cause a delay of Response delivery if mailed through the USPS.** Therefore, JEA recommends hand delivery directly to the JEA Bid Office. Reliance upon the USPS, the courier service employed by JEA, or public/private 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

There will be a mandatory Pre-Response meeting. All interested Responders 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. Responders not attending the Pre-Response meeting shall have their bids rejected.

Respondent shall be on time to the Pre-Response meeting and Responders must be present at the starting time of the meeting. Responders 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-PROPOSAL MEETING ON TIME.

Pre-Response Meeting Time: 2:00 PM

Pre-Response Meeting Date: August 24, 2017

Web Address: <https://jeagm.globalmeet.com/Web9>

Access Number: 1-719-325-2630

Client ID: 7020232

Password: d60y68

Pre-Response Location: JEA Commonwealth Service Center, 6674 Commonwealth Avenue, Main Conference Room, Jacksonville, FL 32254

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION OF A RESPONSE

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

- The Respondent must be able to provide pricing on at least seventy-five percent (75%) (thirteen [13] items) of the items listed in the Appendix B- Response Workbook

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

1.2.2. EVALUATION METHODOLOGY

1.2.2.1. EVALUATION AND NEGOTIATION PROCESS (ITN)

JEA will make an Award of a Contract to the Respondents that are able to demonstrate that they can successfully meet the requirements of this ITN, and can provide the best value to JEA.

JEA intends to select two (2) 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 total bid price 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.

ITN Schedule of Events

Action	Date
Issue ITN	August 16, 2017
Pre-Response meeting	August 24, 2017
Response Due Date	September 12, 2017
Review Minimum Qualifications – Disqualify companies that do not meet minimum qualifications	2 business days
Evaluate all Responses- develop Short-list.	4 business days (to run parallel to the minimum qualifications reference check)
Announce - Short-list	3 business days
Negotiation phase	5 business days
Issue to Short-list a list of observations and concerns to address in the Best and Final Offer	1 business day
Short-listed Respondents prepare and submit Best and Final Offer	5 business days
Receive Best and Final Offers	1 business day
Evaluate and determine final ranking	4 business days

** Note the timeframes and dates listed above are subject to change **

1.2.3. SELECTION CRITERIA

The following criteria will be used by JEA to evaluate and rank the qualified Responses to determine which Respondents are selected for the Short-list and to participate in the negotiation phase of the ITN process.

1.2.3.1 QUOTATION OF RATES (100 POINTS)

Respondent shall provide pricing for the initial Term of the Contract by completing the enclosed Response Workbook.

Respondents will be ranked based on their total price. **Please note, all pricing shall include shipping cost.**

Respondents are required to return their completed Response Workbook in a Microsoft Excel format.

Note: The overall bid price submitted in the Response Workbook cannot be increased during the ITN process.

1.3. NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to Award ONE (1) Contract for the Work. JEA reserves the right to Award multiple Contracts 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.

1.3.1. REQUIRED FORMS TO SUBMIT WITH RESPONSE

The forms listed below must be completed and submitted to JEA at the times indicated below. The Respondent can obtain the forms, other than the Response Form, the Response Workbook, by downloading them from JEA.com.

1. The following forms are required to be submitted at the Response Due Date and Time:

- Response Form (including acknowledgements of all addenda) - This form can be found in Appendix B

- Response Workbook - This form can be found in Appendix B (Include Excel format on the electronic submittal)

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

2. The following documents are to be submitted prior to execution of Contract. A Response will not be rejected if these forms are not submitted at the Response Due Time and Date. However, failure to submit these documents at the time of Contract execution could result in Response rejection.

- Conflict of Interest Certificate Form
- Insurance Certificate
- W-9
- Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- Any additional technical submittals as required by the Technical Specifications.

1.4 GENERAL INSTRUCTIONS

1.4.1 SUBMITTING THE RESPONSE

The Respondent shall submit one (1) original hard copy of the Response, two (2) duplicate hard copies of the Response, and one (1) electronic copy of the Response submitted on a CD or a thumb drive. The Response Workbook must be saved in an Excel format.

JEA will not accept Responses via email.

1.4.2 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.

1.1.1. ADDENDA

JEA may issue Addenda prior to the Response opening date to revise, in whole or in part, or clarify the intent or requirements of the 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 indicating where requested on the Response Form. JEA will post all Addenda when issued online at jea.com. The Respondent must obtain Addenda from the JEA

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.

1.4.3 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, certificate of insurance, and recorded Payment and Performance bonds (if applicable), JEA will issue a Blanket Purchase Agreement, in writing and signed by an authorized JEA representative as acceptance of the Response and authorization for the company to proceed with the Work, unless otherwise stated in the Contract or Blanket Purchase Agreement.

1.4.4 DEFINED TERMS

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

1.4.5 EX PARTE COMMUNICATION

Ex Parte Communication is strictly prohibited. Ex Parte Communication is defined as any inappropriate communication concerning an ITN between a firm 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 an ITN in which a Respondent becomes privy to information not available to the other Respondents. Social contact between Respondents and JEA representatives should be kept to an absolute minimum during the ITN process.

Failure to adhere to this policy will disqualify the noncompliant company's Response. Any questions or clarifications concerning an 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.

For more information on Ex Parte communications, see JEA Procurement Code, Article 1-110, which is available at jea.com.

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

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

1.4.7 JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.4.8 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 with 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 sales representative under contract with 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.

1.4.9 RESERVATIONS OF RIGHTS TO JEA

This ITN provides companies with information to enable them to submit a written offer to perform the Work described herein. The 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.

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

1.4.11 AVAILABILITY OF RESPONSES AFTER RESPONSE OPENING

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

1.4.12 PROTEST OF AWARD PROCESS

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

1.4.13 CERTIFICATION AND REPRESENTATIONS OF THE RESPONDENT

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

- A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of this ITN prior to submitting its Response. Where the Respondent visits sites, no Work or other disturbance is to be performed while at the site without written permission by JEA in advance of the site visit. The Respondent shall comply with all safety requirements described in the ITN and shall be prepared to show proof of insurance
- B. That every aspect of its submitted Response, including the Quotation of Rates 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. That the individual signing the Response Form is a duly authorized agent or officer of the firm. 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, satisfactory evidence of authority to sign may be requested by JEA. If the Response is submitted by a partnership, the Response must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the Response, satisfactory evidence of authority to sign may be requested by JEA. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of contract execution.

D. That the firm maintains an active status any and all licenses, permits, certifications, insurance, bonds and other credentials including 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 Respondent has read, understands these instructions and will comply with the Section titled Ethics.

After Award of the Contract, JEA will make payments upon the actual quantities of Work provided and JEA shall not be obligated, in any way, to pay any amounts for quantities other than those actually provided and authorized under this Contract, regardless of amount stated in the ITN. In the event that quantities or scope of work change after Award, the changes to price and/or scope shall be made in accordance with the terms and conditions stated in the Contract Document.

Any item not shown on this ITN , but shown in the drawings or Technical Specifications section, that is required to perform the Work, or that is required as part of a complete and operable system, shall be included in the Respondent's quotation of rates.

1.4.14 ETHICS (IFB)

By signing the Response, the Respondent certifies its 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 (1) Response in response to this ITN. If JEA has reasonable cause to believe the Respondent has submitted more than one (1) Response for the same Work, other than as a Subcontractor or subcontractor, JEA shall disqualify the Response 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 ITN by completing and submitting the Conflict of Interest Certificate Form available at jea.com. Failure to fully complete and submit the Conflict of Interest Certificate will disqualify the Response. If JEA has reason to believe that collusion exists among the Respondents, JEA shall reject any and all Responses from the suspected Respondents 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.

2. CONTRACT TERMS AND CONDITIONS

2.1 CONTRACT DOCUMENT AND TERMS AND CONDITIONS

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

2.2 DEFINITIONS

2.2.1 DEFINITIONS

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

2.2.2 ACCEPTANCE

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

2.2.3 ADDENDUM/ADDENDA

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

2.2.4 ANNIVERSARY DATE

The twelve (12) month period beginning on the effective date of the Contract, and each subsequent twelve (12) month period that the Contract is in effect.

2.2.5 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.

2.2.6 BLANKET PURCHASE AGREEMENT

A Blanket Purchase Agreement (the "BPA") is a Purchase Order issued by JEA to a Company which contains multiple delivery dates over a period of time. It is normally used when there is a recurring need for expendable goods. Once an order (herein referred to as a "Blanket Release") against a BPA is issued by JEA and accepted by the Company, an enforceable contract is created. The term Purchase Order shall be synonymous with Blanket Purchase Agreement.

2.2.7 BLANKET RELEASE

A JEA order against an existing Blanket Purchase Agreement.

2.2.8 CHANGE ORDER

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

2.2.9 COMPANY

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

2.2.10 COMPANY REPRESENTATIVE

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

2.2.11 COMPANY SUPERVISOR

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

2.2.12 CONTRACT

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

2.2.13 CONTRACT ADMINISTRATOR

The individual assigned by JEA to have authority over 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.

2.2.14 CONTRACT DOCUMENTS

Contract Documents, also referred to as the "Contract" or "Agreement" means the executed Contract Document and any written Change Orders, amendments, Blanket Purchase Agreements, or Purchase Orders executed by JEA, and insurance and/or bonds as required by the Contract.

2.2.15 CONTRACT PRICE

The total amount payable to the Company under this Contract.

2.2.16 DEFECT

Work that fails to 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.

2.2.17 DELIVERY

The time at which JEA receives the Work at the designated facility.

2.2.18 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.

2.2.19 INVITATION TO NEGOTIATE

An Invitation to Negotiate is a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The term "Solicitation" shall be synonymous with the term Intent to Negotiate.

2.2.20 INVOICE

A document seeking payment to Company from JEA for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Company name and address, a description of the

product(s) or service(s) rendered, a valid JEA Blanket Release or PO number, the amount payable, the payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents.

2.2.21 JEA

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

2.2.22 JEA REPRESENTATIVES

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

2.2.23 RESPONSE

The document describing a Respondent's qualifications to verify it complies with the requirements of this ITN.

2.2.24 RESPONDENT

A company that submits a Response to this ITN.

2.2.25 PURCHASE ORDER (PO)

A Work authorization document issued by the JEA Procurement Department with the words "Purchase Order" clearly marked across the top, a PO number used for reference shown on the front of the document, a description of the Work or a listing of the applicable Contract Documents, an authorized JEA signature and states the dollar amount of the lawfully appropriated funds. The Purchase Order is the only document that authorizes changes to the total dollar amount of the Contract. The term Blanket Purchase agreement shall be synonymous with Purchase Order.

2.2.26 QUALITY ASSURANCE

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

2.2.27 QUALITY CONTROL

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

2.2.28 SOLICITATION

Refer to the definition of Intent to Negotiate.

2.2.29 SUBCONTRACTOR

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

2.2.30 TERM

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

2.2.31 UNIT PRICES

The Respondents charges, rounded to the nearest cent, to JEA for the performance of each respective unit of Work or Services as defined on this ITN.

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

- Executed Change Orders / Amendments
- Executed Contract Document
- Purchase Order/Blanket Purchase Agreement
- Addenda to JEA ITN
- Drawings associated with JEA ITN
- Exhibits and Attachments to JEA ITN
- Technical Specifications associated to JEA ITN
- JEA ITN
- Responses
- References

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

2.4 PRICE AND PAYMENTS

2.4.1 PAYMENTS

2.4.1.1 PAYMENT METHOD - UPON DELIVERY AND INVOICE

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

2.4.2 COST SAVINGS PLAN

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

2.4.3 DISCOUNT PRICING

JEA offers any or all of the following option payment terms, one of which may be executed at the request of the Company by selecting the discount option on the Response Form:

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

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

2.4.4 OFFSETS

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

2.4.5 TAXES

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

2.4.6 PRICE ADJUSTMENT –ANNUAL

2.4.6.1 PRICE ADJUSTMENT –ANNUAL

Contract prices for the Work will remain firm through the first year of the Contract. JEA will adjust pricing annually based on the Consumer Price Index (CPI). Each annual price adjustment will be recognized thirty (30) days after the Anniversary Date.

Unless the Company and JEA make other agreements, the annual price adjustment for the Contract shall be in accordance with the Consumer Price Index for all urban consumers published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The index used will be the unadjusted percent change for the previous twelve (12) months.

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

Price Increase/Decrease Formula = $((\text{Latest BLS Index} - \text{Base BLS Index}) / \text{Base BLS Index}) \times 100 = \text{Percent Change (\%)}$

The Percent Change will then be applied to each Unit Price.

2.5 WARRANTIES AND REPRESENTATIONS

2.5.1 PRODUCTION CAPACITY

During the Term of this Contract, the Company shall ensure that it maintains adequate production capacity and inventory to satisfy JEA's requirements. Additionally, the Company shall identify inventory items that are in high demand and take appropriate steps to minimize delivery lead time in the event of demand spikes or emergency requirements.

2.5.2 QUALITY CONTROL (GOODS)

All products provided to JEA hereunder shall be manufactured and supplied in accordance with the Company's formulations, raw materials, manufacturing processes, and quality control standards that are in effect at the date of this Contract. Company shall provide JEA with sixty (60) days prior written notice in the event of any change in said formulations, raw materials, manufacturing processes, or quality control standards. In the event JEA in its sole judgment deems any change to be material JEA at may: (a.) cause Company to requalify the product; or (b.) terminate this Contract.

2.5.3 WARRANTY (GOODS)

The Company warrants that the goods furnished by the Company shall be free from defects in material and fabrication for a period of not less than ten (10) years from the date of Delivery at the designated JEA site.

THE FOREGOING EXPRESSED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES. COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. JEA'S

REMEDY FOR BREACH OF ANY WARRANTY MADE BY COMPANY IN CONNECTION WITH THE PURCHASE OF ANY GOODS HEREUNDER shall be the right to require Company at its sole expense to repair, or at JEA's option, to replace any defective goods. Company shall not be responsible for labor associated with disassembly, installation or replacement of goods unless the Company performed the original disassembly, installation or replacement of those goods.

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

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

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

2.6 INSURANCE, INDEMNITY AND RISK OF LOSS

2.6.1 INSURANCE

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

Workers' Compensation

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

Commercial General Liability

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

Automobile Liability

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

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$4,000,000 each occurrence and annual aggregate.

Company's Commercial General Liability 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 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)

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

2.6.3 TITLE AND RISK OF LOSS

Ownership, risks of damage to or loss of the Work shall pass to JEA upon Delivery to JEA's designated facility. The Company shall assume all risk of loss or damage to the Work while items are in transit and/or in the Company's custody until Delivery to JEA's designated facility.

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

2.7 DELAYS

2.7.1 DELAY IN DELIVERY

JEA may delay delivery of goods in the event of any unforeseen event. The Company shall hold the goods pending JEA's direction, and JEA will be liable only for direct increased costs incurred by the Company by reason of JEA's instructions.

2.8 TERM AND TERMINATION

2.8.1 TERM

2.8.1.1 TERM OF CONTRACT-DEFINED DATES

The Contract shall commence on the effective date, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for five (5) years, (the "Initial Term"), or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole discretion to renew the Contract for an additional one (1), one (1) year renewal periods.

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

2.8.2 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 written notification of such termination.

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or those for which it becomes obligated prior to receiving JEA's notice of termination. Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

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

2.8.3 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 fails to comply with the Delivery and lead times specified in 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 misappropriate property belonging to JEA;
- 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 expense 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 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.

2.9 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.9.1 PUBLIC RECORD 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 24(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 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 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". Respondent should only redact those portions of records that Respondent 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 the 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 as otherwise provided 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.

2.9.2 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.

2.9.3 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. JEA is governed by the Florida Public Records Laws so all Contract Documents are available for public inspection. In addition, JEA is governed by Florida Sunshine Laws and as such, certain meetings are required to be open to the public.

2.10 LABOR

2.10.1 NONDISCRIMINATION

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. The Company agrees that on written request, it will allow JEA reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one (1) 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 11246, 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.

2.10.2 LEGAL WORKFORCE

JEA shall consider the employment, by Company, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the Contract upon

thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

2.10.3 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 Responses; and (iii) approving and/or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity that 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.

2.10.4 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.

2.11 COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.11.1 COMPANY REPRESENTATIVES

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

2.11.2 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.

2.11.3 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.

2.11.4 OVERSHIPMENTS

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

2.11.5 RETURNED OR UNUSED MATERIALS

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

2.11.6 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.

2.11.7 SHIPPING - FOB DESTINATION

Items are purchased F.O.B. destination. The Company shall ensure the following:

- Pack and mark the shipment to comply with the Contract specifications; or in the absence of specifications in the Contract Documents, prepare the shipment in conformance with carrier requirements;
- Prepare and distribute commercial bills of lading;
- Deliver the shipment in good order and condition to the point of delivery specified in the Contract;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by JEA Representative at the delivery point specified in the Contract;
- Be responsible for obtaining any permits required for transportation to the installation site;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified point of delivery.

2.11.8 SHIPPING AND PACKING INSTRUCTIONS

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

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

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

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

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

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

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

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

2.11.9 DELIVERY TIMES AND LOCATION

Delivery Times: 7:30 AM - 3:00 PM

Delivery Location: JEA Storeroom, 6674 Commonwealth Avenue, Jacksonville, FL 32254.

2.11.10 JEA CHANGES TO ORDER

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

2.11.11 SAFETY DATA SHEETS (SDS)

Pursuant to Florida Statutes, Safety Data Sheets (SDS) must accompany shipments of any items containing toxic substances.

2.12 VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

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

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

Frequency of Evaluations

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

Unacceptable Performance

- 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.

2.13 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 Procurement 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 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.

2.13.6 EXPANDED DEFINITIONS

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

2.13.7 HEADINGS

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

2.13.8 LANGUAGE AND MEASUREMENTS

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

2.13.9 NONEXCLUSIVE

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

2.13.10 REFERENCES

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

2.13.11 SEVERABILITY

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

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

2.13.12 RELATIONSHIP OF THE PARTIES

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

2.13.13 SUBCONTRACTING OR ASSIGNING OF CONTRACT

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

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

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

2.13.14 SURVIVAL

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

2.13.15 TIME AND DATE

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

2.13.16 TIME OF ESSENCE

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

2.13.17 USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE

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

2.13.18 WAIVER OF CLAIMS

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

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

2.13.19 UNIFORM COMMERCIAL CODE

This is a Contract for the sale of goods and shall be construed and enforced in accordance with Chapter 672, Florida Statutes, as the same may be amended from time to time.

2.13.20 MERGER

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

3 TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

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

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

4.0 FORMS (APPENDIX B)

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

5.0 REPORTS

5.1 REPORTS (APPENDIX C)

Examples of the reports that are required to be submitted during the Contract Term are provided in Appendix C.

EXHIBIT B
TECHNICAL SPECIFICATIONS

APPENDIX A – TECHNICAL SPECIFICATIONS
STATIC CAST CONCRETE DISTRIBUTION POLES

1. SCOPE

This specification covers the manufacture of static cast prestressed concrete poles for use in distribution line structures.

2. GENERAL REQUIREMENTS

- 2.1. The successful bidder must be an established company which has produced poles of a similar type and height within the last two years, or has been prequalified by JEA Engineers prior to bidding. All pole design structural calculations must be prepared by an Engineer registered in the State of Florida and experienced in prestressed concrete design.
- 2.2. Except as otherwise specified, the concrete poles furnished under these specifications shall be manufactured in accordance with requirements and/or recommendations of the American Concrete Institute Standard "Building Code Requirements for Reinforced Concrete" (ACI 318-Latest Edition).

3. PHYSICAL CHARACTERISTICS

- 3.1. Shape and Length: Poles shall be square in cross-section, with rounded corners, and shall have a standard taper of 0.162 inch per foot. The allowable tolerance shall be +3 inches and -0 inch in the overall length.
- 3.2. Voids: The pole shall contain a void of design consistent with strength requirements and weight reduction. This void shall not be obstructed by "Bulkheads" where expendable tubes change size. All poles must be solid for a minimum of one foot from both the tip and the butt and shall be neatly troweled to a smooth finish.
- 3.3. Finish:
 - 3.3.1. The pole shall have a smooth, uncolored finish with no cracks. Immediately after the screening has been completed and the excess mortar and water are removed, the top surface of the pole in the form shall be troweled smooth and the edges shall be tooled. The top surface of each pole shall be troweled until all projections, depressions, and irregularities have been removed and the entire surface has a smooth texture and neat lines. Square corners and sharp edges shall be tooled to form smooth, chamfered corners.
 - 3.3.2. All small cavities caused by air bubbles, honeycomb, or other small voids shall be cleaned, saturated with water and then carefully pointed with mortar. A small cavity is defined as one not larger than 1/2 inch in diameter nor deeper than 1/4 inch. Large cavities not exceeding 2" long shall be repaired by opening the cavity sides on a 1 to 11 slope with a mechanical grinder, cleaning thoroughly, and patching with an epoxy-aggregate mixture in accordance with the product manufacturer's specifications. Poles damaged with cavities larger than the foregoing shall be rejected.
- 3.4. Cover: The reinforcing steel shall have a minimum cover of 1-1/2 inches of concrete to the outside face and to the inside void. The minimum cover of concrete between the reinforcing steel and the holes that are drilled at the time of the manufacture of the pole shall be 1 inch. The centerline axis along the four pole faces shall be clear of embedded steel so that a 1 inch diameter hole may be drilled in the future without interference from any steel and with a minimum of 1 inch cover remaining between the holes and the reinforcing steel.
- 3.5. Sweep: Sweep is the deviation of a pole from straightness. Sweep will be allowed in one plane and one direction only. A straight line joining the edge of the pole at the butt and the edge of the pole at the top

shall not be distant from the surface of the pole at any point by more than 3/8 inch for each 10 feet of length between these points.

4. MATERIAL

- 4.1. The chemical properties of materials used shall be free from chlorides and/or sulfates.
- 4.2. All inserts or attachments, if required, shall be noncorrosive material.
- 4.3. Concrete: Concrete used in poles shall have a cylinder strength at transfer of not less than 4,000 psi, and a 28-day cylinder strength of not less than 6,000 psi.
- 4.4. Prestressing Steel: Steel tendons shall conform to ASTM A 416 (Latest Revision) "Specifications for Uncoated Seven-Wired Stress-Relieved Strand for Prestressed Concrete", Grade 270.

5. TESTS FOR STRENGTH OF CONCRETE

The manufacturer shall, at his expense, take four representative cylinders of each day's pour and test as follows: one (1) at release, one (1) at seven (7) days, one (1) at twenty-eight (28) days, and one (1) spare. A copy of the test reports shall be furnished to the Engineer.

6. STRENGTH REQUIREMENTS

- 6.1. All poles of each type, unless otherwise specified, shall be designed to withstand the rated (service) and ultimate strengths, shown in Paragraph 16.0, with modifications to accommodate allowances for handling, transportation and erection. The Rated Strength is that load, which if applied in a direction perpendicular to the pole axis 2' below the pole tip and with the bottom of the pole (ten percent of its length plus two feet from the butt) held firm, will produce the first sign of hairline cracks. The Ultimate Strength is the maximum design load, at which point failure occurs and shall be a minimum of one and one half times the rated strength.
- 6.2. All poles shall be capable of withstanding single point pickup from the horizontal position when lifting from a point thirty percent (30%) of the overall length down from the tip.

7. DRILLING AND GROUNDING DRAWINGS

The following is a list of standard J.E.A. poles and applicable drawings which give necessary construction notes along with hole drilling and ground loop locations. They are located at the end of this specification.

<u>POLE SIZE/TYPE</u>	<u>J.E.A DRAWINGS</u>
30' Type I	DGD1
35' Type I	DGD2
30' Type II	DGD3
35' Type II	DGD4
40' All	DGD5
45' All	DGD6
50' All	DGD7
55' + (All)	DGD8

8. POLE DRILLING DETAILS

- 8.1. Unless otherwise specified on a pole order, all drilling shall conform to the appropriate drawing as outlined in paragraph 7.0. All holes drilled above the birthmark shall be one inch (1") in diameter. In the

event the different number of holes are required an addition or subtraction of a unit price will be made to the cost of the pole. This unit price must be filled in the space provided on the BID FORM for Unit "Adders" and "Deletions". Any change in hole drilling will be noted on the purchase order.

- 8.2. In order to insure proper alignment of holes along the centerline and proper spacing, a working jig of some type must be used. Also, an air hammer (drill) may be used for drilling, but the initial hole must be started with a conventional circular drill to avoid scaling the concrete.
- 8.3. The dimensional tolerance of the drilling holes shall be $\pm 1/16$ " for both spacings and diameters of bolt holes, and $\pm 1/8$ " for bolt hole locations from the tip of the pole.

9. GROUND LOOP/PIGTAIL DETAILS

Unless otherwise specified on a pole order, ground loops and ground pigtailed for each pole shall be located as per the appropriate drawing as outlined in paragraph 7.0. A #4 stranded copper ground wire shall be cast in all poles as per Exhibit I. In the event a different number of ground loops are required an addition or subtraction of a unit price will be made to the cost of the pole. This unit price must be filled in the space provided on the BID FORM for Unit "Adders" and "Deletions". Any change in the number and/or location of ground loops will be noted on the purchase order.

10. CONDUIT

Both Type I poles shall include a conduit. However, it may be necessary to add a conduit to another size/type pole for lighting purposes. When required it shall be "cast-in" PVC conduit, brought to the pole surface per JEA specifications as shown for Type I poles. A space is provided on the BID FORM for Unit "Adders" and "Deletions" for insertion of a price to cover the installation of conduit when requested on a purchase order.

11. JET PIPES

Jet pipes are standard on fifty feet (50') and larger poles but may be required in poles of other sizes and types. They shall be casting 1-1/4 inch diameter pipes as per Exhibit I, page TS-1.10. A space is provided on the BID FORM for "Adders" and "Deletions" for insertion of a price to cover the installation of a jet pipe when requested on a purchase order.

12. MARKING

- 12.1. Birthmark: All poles shall have imprinted on the face as shown per the appropriate drawing a legible birthmark containing manufacturer's name, the letters "J.E.A.", year, length, and pole type located once at twelve feet (12') from butt on all poles less than fifty-five feet (55') in length and twice on poles fifty-five feet (55') in length and larger, once at fifteen feet (15') from the butt and another at twenty-five feet (25') from the butt. In addition all poles shall have length legibly stenciled on pole butt.
- 12.2. Additional Information: The information listed below shall also be marked on the pole in legible, durable ink or paint or they may be cast into the pole. These marks shall be kept small but conspicuous.
 - 12.2.1. Dunnage points.
 - 12.2.2. Two-point pickup locations for handling the pole in a horizontal position.
 - 12.2.3. One point pickup location for use in raising the pole to a vertical position and handling in setting operation.

13. DRAWING AND DESIGN INFORMATION

- 13.1. The supplier will furnish detailed design drawings and computations of the poles for approval by the ENGINEER before manufacture of the poles is begun.
- 13.2. In addition to manufacturing details the following additional information, for approval, must be submitted:
 - 13.2.1. Total weight and center of gravity of each pole.
 - 13.2.2. Calculations of cracking and ultimate moments at five foot (5') intervals.
 - 13.2.3. Dunnage and pickup points, including both one-point and two-point pickup locations.
 - 13.2.4. Detail of cross sections at all points where reinforcing changes.
 - 13.2.5. Ultimate shear calculations at five foot (5') intervals.
 - 13.2.6. Calculations of maximum vertical loads, considering buckling, acting at the pole tips assuming an embedment length of ten percent (10%) of pole height plus two feet (2').
- 13.3. The ultimate moment is the maximum designed moment, based on the ultimate strength specified in Section TC.16, under which the pole can be operated without failure.
- 13.4. The ultimate shear is the maximum allowable shear calculated in accordance with the value " $M@V_n$ " defined in the appropriate chapter of the latest ACI 318, under which the pole can be operated without creating shear cracks.

14. INSPECTION

- 14.1. The buyer or his authorized representative shall have access to the work at any time during the manufacturing process and the manufacturer shall provide proper facilities for such access and inspection without additional cost to the buyer.
- 14.2. All materials will be subject to job site inspection. Material may be rejected at the time of the first inspection or at any time defects are found during the progress of the erection or installation. Inspection by the buyer or waiving of inspection shall not relieve the manufacturer from the responsibility for furnishing products that conform to the requirements of this specification, nor invalidate any claim of the buyer because of defective or unsatisfactory material and workmanship.

15. TESTS TO PROVE DESIGN

- 15.1. The buyer at buyer's expense may request that one or more poles, picked from the production at random, be tested to the full design load. The design will be considered acceptable if no part of the structure shows evidence of significant permanent deformation. Supplier shall submit a proposed method of testing to the buyer for approval before the test is to be performed.
- 15.2. Upon satisfactory completion of the test, the tested pole may be applied to the buyer's purchase order.
- 15.3. In case of failure, the supplier will be responsible for the cost of the initial test. Supplier shall then undertake corrective measures or redesign the structure, as deemed necessary, and shall re-test the structure at supplier's own expense in the presence of the buyer or his representative. The supplier shall furnish a test report for each structure tested. The test report shall include the method of application of the loads, and the deflections under the various conditions.

16. STRENGTH AND DIMENSIONAL REQUIREMENTS

TYPE I,II,III

ITEM ID	SIZE	TYPE	TIP DIMENSION	RATED STRENGTH	ULTIMATE STRENGTH
POL CO 001	30'	I	4.0"	400#	1,200#
POL CO 002	35'	I	4.0"	400#	1,200#
POL CO 003	35'	II	6.0"	800#	2,400#
POL CO 004	40'	III	6.0"	1000#	2,600#
POL CO 005	45'	III	6.0"	1000#	2,600#
POL CO 006	50'	III	6.5"	1000#	3,500#

TYPE H

ITEM ID	SIZE	TYPE	TIP DIMENSION	RATED STRENGTH	ULTIMATE STRENGTH
POL CO 007	50'	H	9.0"	3,000#	6,500#
POL CO 008	55'	H	9.0"	3,000#	6,500#
POL CO 009	60'	H	9.0"	3,000#	6,500#
POL CO 032	65'	H	9.0"	3,000#	6,500#
POL CO 033	70'	H	9.0"	3,000#	6,500#

TYPE LT

ITEM ID	SIZE	TYPE	TIP DIMENSION	RATED STRENGTH	ULTIMATE STRENGTH
POL CO 010	55'	LT	13.25"	6,000#	9,000#
POL CO 012	60'	LT	13.25"	6,000#	9,000#
POL CO 014	65'	LT	13.25"	6,000#	9,000#

TYPE HT

ITEM ID	SIZE	TYPE	TIP DIMENSION	RATED STRENGTH	ULTIMATE STRENGTH
POL CO 011	55'	HT	13.25"	8,000#	12,000#
POL CO 013	60'	HT	13.25"	8,000#	12,000#
POL CO 019	65'	HT	13.25"	8,000#	12,000#
POL CO 020	70'	HT	13.25"	8,000#	12,000#
POL CO 021	75'	HT	13.25"	8,000#	12,000#
POL CO 022	80'	HT	13.25"	8,000#	12,000#
POL CO 023	85'	HT	13.25"	8,000#	12,000#
POL CO 024	90'	HT	13.25"	8,000#	12,000#
POL CO 025	95'	HT	13.25"	8,000#	12,000#
POL CO 026	100'	HT	13.25"	8,000#	12,000#
POL CO 027	105'	HT	13.25"	8,000#	12,000#
POL CO 028	110"	HT	13.25"	8,000#	12,000#

TYPE XHT

<u>ITEM</u> <u>ID</u>	<u>SIZE</u>	<u>TYPE</u>	<u>TIP</u> <u>DIMENSION</u>	<u>RATED</u> <u>STRENGTH</u>	<u>ULTIMATE</u> <u>STRENGTH</u>
POL CO 029	80'	XHT	16.55"	10,000#	15,000#
POL CO 030	85'	XHT	16.55"	10,000#	15,000#
POL CO 031	90'	XHT	16.55"	10,000#	15,000#
	95'	XHT	16.55"	10,000#	15,000#
	100'	XHT	16.55"	10,000#	15,000#

EXHIBIT C
COMPANY'S BAFO

Award #4

APPENDIX B

BAFO RESPONSE FORM FOR SOLICITATION 126-17

CONCRETE POLES FOR JEA INVENTORY STOCK

Bid Form page 1 of 1

Submit to Renee' McQuaig at MCQULR@JEA.COM

Company Name: Anixter, Inc

Company's Address 3881 Old Winter Garden Rd

License Number (if applicable) W9 36-2361285 RESALE 80-8012458603-5

Phone Number 407.335.2415 FAX No: 407.893.7382 EMAIL Address: JESSE.MORE@ANIXTER.COM

BID SECURITY REQUIREMENT <input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond _____ % \$ _____	TERM OF CONTRACT <input type="checkbox"/> One Time Purchase <input checked="" type="checkbox"/> Annual Requirements - Five (5) years with One (1), One (1) year optional renewal <input type="checkbox"/> Other, Specify:
--	---

SAMPLE REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	SECTION 255.05, FLORIDA STATUTES CONTRACT BOND <input checked="" type="checkbox"/> None required <input type="checkbox"/> Bond required \$ _____ % of Bid Award
---	--

QUANTITY REQUIREMENTS <input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased throughout Contract period and are subject to fluctuation in accordance with actual requirements	INSURANCE REQUIREMENT <input type="checkbox"/> None required <input checked="" type="checkbox"/> Insurance required
--	--

PAYMENT DISCOUNTS

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

Quote the following materials F.O.B. Destination: Jacksonville, FL

Item No.	ENTER HEREON YOUR RESPONSE FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES	TOTAL	RESPONSE PRICE
1.	126-17 Concrete Poles for JEA Inventory Stock TOTAL Response PRICE (Total from Response Workbook)		\$ 1,289,357.00

(Initials) I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

Respondent's Certification

By submitting this Response, the Respondent certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Respondent's Company, and that the Company is legally authorized to do business in the State of Florida. The Respondent also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation, and that the Respondent is an authorized distributor or manufacturer of the equipment as required in this Solicitation.

We have received addenda _____

Date 1 through 2 _____

Handwritten Signature of Authorized Officer of Company or Agent Jesse More 11/3/17

JESSE MORE' - ACCOUNT MANAGER
Printed Name and Title

126-17 BAF0 Appendix B Reponse Workbook for Concrete Poles for JEA Inventory Stock

Vendor Name: **Alstair**

Instructions: Insert the requested information in the green highlighted sections. The lead time listed in Column H must be the number of calendar days after receipt of order that JEA will receive the material, not the number of days to ship. This should be a specific number of days, do not quote a range. If there are any comments needed, list them in Column J. Any blanks left on the bid workbook will be considered to be a "no bid."

Warehouse Location	JEA Item Id	Item Description	LOM Code	Estimated Annual Usage	Unit Price	Bid Price	Lead Time: In Calendar Days After Receipt of Order	Standard Order Quantities (if applicable)	Comments
CSC Stores	POLCO001	POLE, CONCRETE, 30' TYPE 1, W/CONDUIT, UG STREETLIGHTS, (T/L 25 - 32 EACH)	EA	42	416.00	\$17,472.00	30-45	23	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO002	POLE, CONCRETE 33' TYPE 1, W/CONDUIT, UG STREETLIGHTS (T/L 24 EACH)	EA	381	434.00	\$172,974.00	30-45	18	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO003	POLE, CONCRETE 33' TYPE 2 **NOTE: OVERHEAD INSTALLATIONS ***	EA	138	595.00	\$82,110.00	30-45	14	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO004	POLE, CONCRETE 40' TYPE 3, USED FOR LIGHTING ONLY (T/L 14 EACH)	EA	31	661.00	\$20,491.00	30-45	12	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO005	POLE, CONCRETE 43' TYPE 3, (T/L 9 EACH)	EA	19	741.00	\$14,079.00	30-45	9	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO006	POLE, CONCRETE 50' TYPE 3, (T/L 9 EACH)	EA	131	868.00	\$113,708.00	30-45	7	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO007	POLE, CONCRETE 50' TYPE H, (T/L 6 EACH)	EA	192	1,395.00	\$267,840.00	30-45	6	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO008	POLE, CONCRETE 35' TYPE H, (T/L 6 EACH)	EA	198	1,505.00	\$297,990.00	30-45	5	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO009	POLE, CONCRETE 60' TYPE H, (T/L 5 EACH)	EA	74	1,625.00	\$120,250.00	30-45	5	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO010	POLE, CONCRETE 55' TYPE LT	EA	5	2,368.00	\$11,840.00	30-45	2	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO011	POLE, CONCRETE 55' TYPE HT	EA	4	2,795.00	\$11,180.00	30-45	2	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO012	POLE, CONCRETE 60' TYPE LT	EA	11	2,768.00	\$30,448.00	30-45	2	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO013	POLE, CONCRETE 60' TYPE HT	EA	18	2,927.00	\$52,686.00	30-45	2	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).

Warehouse Location	JEA Item Id	Item Description	UOM Code	Estimated Annual Usage	Unit Price	Bid Price	Lead Time: In Calendar Days After Receipt of Order	Standard Order Quantities (if applicable)	Comments
CSC Stores	POLCO014	POLE, CONCRETE 69' TYPE LT	EA	22	2,988.00	\$65,736.00	30-45	1	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO019	POLE, CONCRETE 69' TYPE HT	EA	1	3,042.00	\$3,042.00	30-45	1	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO020	POLE, CONCRETE 70' TYPE HT	EA	1	3,712.00	\$3,712.00	30-45	1	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
CSC Stores	POLCO021	POLE, CONCRETE 79' TYPE HT	EA	1	3,799.00	\$3,799.00	30-45	1	PRICING INCLUDES A TRUCK LOAD FREIGHT RATE. MUST PURCHASE IN FULL TRUCKLOADS (STANDARD ORDER QUANTITIES).
TOTAL BID - TRANSFER TO APPENDIX B RESPONSE FORM PAGE						\$1,289,357.00			



VIA EMAIL

April 7, 2020

Anixter Inc.
501 W. Church Street
Orlando, FL 32805
renee.lackey@anixter.com

**RE: NOTICE TO TERMINATE
CONCRETE POLES FOR JEA INVENTORY STOCK
JEA SOLICITATION NO. 126-17
JEA CONTRACT NO. 170939**

Dear Renee Lackey:

On October 24, 2019, pursuant to Paragraph 2.8.3 of JEA Solicitation 126-17, which is incorporated by reference into Contract # 170939 between JEA and Anixter, Inc. ("Anixter"), JEA provided written notice that Anixter is in default of said Contract. JEA declared Anixter in default for willfully imposing upon JEA concrete poles that are defective because of poor quality and workmanship issues identified in the October 24, 2019, letter. As a result of the identified defects, JEA requested Anixter submit a written corrective action plan to JEA for approval, and once approved Anixter and JEA agreed that if JEA experienced the previously identified defects in the next 120 days, the Contract would be terminated for default.

On November 8, 2019, Anixter provided a written corrective action plan to JEA addressing the poor quality and workmanship issues, and this began Anixter's 120 day probationary period,

On January 8, 2020, and January 9, 2010, JEA received shipments of concrete poles which after review on February 18, 2020, JEA found that numerous poles were manufactured not in accordance with the Contract and manufacturer design drawings. As such, JEA believes there is adequate grounds for terminate the Contract for default.

In an effort to continue with a positive partnership, JEA is proposing the following options for Anixter to choose from. Both fall in line with the Contract and can resolve the matters at hand:

Option A:

- Termination for Convenience
- Anixter will have bid privileges suspended for all Energy Distribution Poles for a period of six (6) months
- Manufacturer, Precast Specialties, shall be unapproved by JEA Standards Committee for a minimum of six (6) months
- JEA will charge the expense of completing the remaining work required by the Contract to Anixter and will deduct such expenses from monies due, or which at any time thereafter may become due, to Anixter. If such expenses are more than the sum that would otherwise have been payable under the Contract, then Anixter shall pay the amount of such excess to JEA upon notice of the expenses from JEA.
- Anixter shall implement additional means to measure and improve deficiencies found on all contracted products with JEA. Efforts to be documented by Anixter and reviewed periodically with JEA.

Option B:

- Termination for Default

- Anixter will have bid privileges suspended for all JEA Goods and Services for a period of two (2) years
- Manufacturer, Precast Specialties, unapproved by JEA Standards for a minimum of six (6) months
- JEA will charge the expense 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 notice of the expenses from JEA.

JEA looks for an amicable and equitable resolution to this matter. Please inform JEA in writing within ten (10) days of the course of action Anixter would like to proceed forward with. If you require additional information, please contact Kenny Pearson at (904) 665-6444 or at PEARKR@JEA.COM.

Sincerely,



Jenny McCollum
Director, Procurement Services

cc: Kenny Pearson, JEA, Procurement Category Manager
Heather Beard, Manager, Procurement Contract Administration
Jesse More, Anixter

Anixter Inc.
Utility Power Solutions
3881 Old Winter Garden Road
Orlando, FL 32805

anixter.com

April 14, 2020

Response to,

RE: Notice To Terminate
JEA Solicitation No. 126-17
JEA Contract No. 170939

This confirms receipt of your April 7th, 2020 letter regarding the “CONCRETE POLES FOR JEA INVENTORY STOCK - JEA SOLICITATION NO. 126-17 - JEA CONTRACT NO. 170939”.

In light of our commercial relationship and desire to amicably resolve the matter, Anixter elects option A from such letter; provided, however, Anixter will only assume those expenses that are reasonable and pre-approved. We would like to remind you that Anixter accepted the cancellation of unshipped open orders and shipped open items per direction from JEA.

Please note that nothing contained in this letter or any prior communications, verbal or written, should be interpreted as a waiver of rights and remedies available to Anixter at law, or an admission of liability or fault in any way by Anixter.



Formal Bid and Award System

Award #4 August 27, 2020

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 6787
Requestor Name: Keeler, Jessica
Requestor Phone: (904) 665-6403
Project Title: Concrete Utility Poles for JEA Inventory Stock
Project Number: Various
Project Location: JEA
Funds: Inventory Blanket Account
Budget Estimate: \$971,430.58

Scope of Work:

The purpose of this Invitation to Negotiate (ITN) is to solicit pricing for Concrete Utility Poles for JEA's inventory stock. During the last twelve months the annual spend for these items was \$306,210.00. At the time of bid release, our current inventory balance for the items found in this solicitation was \$165,635.02 dollars with the average current lead-time of over seven (7) weeks depending upon the item.

JEA IFB/RFP/State/City/GSA#: 041-20
Purchasing Agent: Roddy, Colin Patrick
Is this a Ratification?: No

RECOMMENDED AWARDEES:

Name	Vendor Contact	Email	Address	Phone	Amount
VALMONT NEWMARK	Bobby Dodd	bobby.dodd@valmont.com	4131 Hwy 17 South Bartow Florida 33830	469-758-7402	\$1,053,201.00

Amount for entire term of Contract/PO: \$1,053,201.00
Award Amount for remainder of this FY: \$29,255.58
Length of Contract/PO Term: Three (3) Years
Begin Date (mm/dd/yyyy): 09/03/2020
End Date (mm/dd/yyyy): 09/02/2023
Renewal Options: No Renewals
JSEB Requirement: N/A - Optional

BIDDERS:

Name	First Round Total Extended Price	Bidder Disqualification	BAFO Total Extended Price	BAFO Savings
------	-------------------------------------	----------------------------	------------------------------	-----------------

VALMONT NEWMARK	\$1,053,201.00	No	\$1,053,201.00	\$0.00
DURA-STRESS, INC.	\$1,257,337.17	No	\$1,257,337.17	\$0.00
SEMINOLE POLE	\$1,546,210.00	Yes	-	-

Background/Recommendation:

Advertised 05/21/2020, one (1) vendor attended the optional pre-response meeting on 06/08/2020. At Response opening on 06/30/2020, JEA received three (3) Responses.

In November of 2017, JEA awarded Anixter Inc., a five (5) year with one (1) additional one (1) year option agreement following an ITN that was scheduled to expire on December 31, 2022. However, shortly after the contract started, there were numerous performance problems such as product quality and order delivery issues, and after working with the vendor to remedy the issues without success, the JEA team decided to rebid.

The basis for award for this bid was that JEA would award a contract(s) to the Respondent(s) that met the Minimum Qualifications and were deemed the lowest cost evaluated Respondent. After the evaluations were complete, Valmont Newmark was determined to be the Respondent that was the lowest cost for this work scope.

After the initial review, it was determined that Seminole Pole did not meet the minimum qualifications of this bid and were not shortlisted. Seminole Pole did not identify that they had successfully performed or are performing two (2) similar contracts within the past two (2) years, dated ending April 30, 2020. A similar contract was defined as providing Concrete Utility poles, where the Respondent provided a minimum of 200 Concrete Poles annually and the contract had to be greater than \$300,000.00 in value. The disqualification notice to Seminole Pole is attached as backup to this Award. As a note, the size and weight of these items developing additional sources is difficult as the supplier must be relatively local to be price competitive and responsive to the JEA needs along with having the technical expertise to develop and manufacture the items in a consistent defect free manner.

Even with utilizing best practices of aggregation of items and competitive bidding, JEA will still realize an estimated three (3) year cost increase via unit price increases totaling \$81,770.42 or 8.42% due to market conditions. The BAFO resulted in no further firm reductions from the awarded supplier; however, Valmont's BAFO proposal offered an annual rebate in lieu of any additional price reductions. The rebate offered was a three percent (3%) annual spend discount if JEA exceed \$250,000.00 in purchases, or a two percent (2%) annual spend discount if JEA exceed \$175,000.00 in a contract year for distribution poles 45 feet and above.

- *For example, if JEA spent \$200,000.00 in a year on the distribution poles 45 feet and higher, Valmont would issue JEA a check or credit in the amount of \$4,000.00 (\$200,000 x 2%). If JEA spent \$300,000.00 in a year, we would receive a check or credit in the amount of \$9,000.00 (\$300,000 x 3%).*

Based on the estimated usage of these poles, it is estimated that JEA would fall into the 2% annual rebate threshold each year representing an additional value added savings of \$12,000.00 over the contract term. This is reflective in the total sourcing savings, but is not reduced from the total cost difference, given at the time of award it has been undermined the % of discount JEA will receive.

Unit pricing for the contract(s) will be adjusted annually with adjustments corresponding to the Producer Price Index Industry: Other Concrete Product Manufacturing: Precast Concrete Products, Index Dec 1979=100, Not Seasonally Adjusted.

It should be noted, even though there is a price increase, the expectation is for Anixter to offset the increase in costs, in turn not accounting for the increase to actual spend. This plan is a result of Anixter's failure to perform under their previous agreement for this commodity.


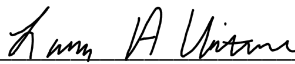
Procurement tracks two different types of savings. The total cost difference is comparing the current pricing with the proposed pricing (+/-). The total sourcing savings is determined by negotiations, BAFO savings and value added savings. Below is the breakdown:

- **Total cost difference:** \$81,770.42 (unit price increase) = No cost to JEA – Anixter will pay increase
- **Total sourcing savings:** \$12,000.00 (contract rebate) = \$12,000.00

041-20 - Request approval to award a contract to Valmont Newmark in the amount of \$1,053,201.00 for the supply of Concrete Utility Poles carried in JEA's inventory stock, subject to the availability of lawfully appropriated funds.

Manager: Pearson, Kenny – Procurement Category Manager
Director: McCollum, Jenny – Director, Procurement Services
VP: McElroy, Alan – Interim Chief Supply Chain Officer

APPROVALS:

	<u>08/27/2020</u>
Chairman, Awards Committee	Date
	<u>8/28/2020</u>
Budget Representative	Date

041-20 - Bid Analysis - Concrete Utility Poles for JEA Inventory Stock										Anelcor Contract Pricing (3) Year Bid Price	Dura Stress Total Proposed Three (3) Year Bid Price	Dura Stress Comply with Technical Specifications? Yes or No	Valmont Total Proposed Three (3) Year Bid Price	Valmont Comply with Technical Specifications? Yes or No	Total Increase (Negative) Savings (Positive)	% Increase	Estimated Annual Value for Bids	FY20 Spend Value Estimate	FY21 Spend Value Estimate	FY22 Spend Value Estimate	FY23 Spend Value Estimate		
										\$971,430.58	\$1,257,337.17	Yes	\$1,059,201.00	Yes	\$81,770.42	8.42%	\$209,664.33	\$29,255.58	\$351,067.00	\$351,067.00	\$321,811.42		
JEA Item ID	Eligible for Bids?	Item Description	LOM	Estimated Three Year Usage	Anelcor Contract Pricing Unit Cost	Anelcor Contract Pricing Bid Price	Dura Stress Quoted Mfg. & Part Number	Dura Stress Quoted Unit Price	Dura Stress Proposed Bid Price	Dura Stress Lead Time- In Calendar Days After Receipt of Order	Dura Stress Contractual Minimum Order Quantity	Valmont Quoted Mfg. & Part Number	Valmont Quoted Unit Price	Valmont Proposed Bid Price	Lead Time- In Calendar Days After Receipt of Order	Contractual Minimum Order Quantity	Min Bid	Estimated Annual Value	Max Bid				
POLC002	No	POLE, CONCRETE 35' TYPE 1, W/CONDUIT, UG STREETLIGHTS (T/L 24 EACH)	Each	720	\$444.03	\$334,101.60	Dura Stress / POLC0002	\$593.00	\$426,960.00	42	24	TBD	\$444.00	\$319,680.00	70	24	\$319,680.00	\$106,560.00	\$426,960.00				
POLC008	Yes	POLE, CONCRETE 55' TYPE H, (T/L 6 EACH)	Each	174	\$1,538.24	\$267,653.76	Dura Stress / POLC0008	\$2,071.00	\$360,354.00	42	6	TBD	\$1,810.00	\$314,940.00	70	4	\$314,940.00	\$104,960.00	\$360,354.00				
POLC003	No	POLE, CONCRETE 35' TYPE 2 **NOTE: OVERHEAD INSTALLATIONS ***	Each	112	\$608.14	\$68,111.68	Dura Stress / POLC0003	\$608.80	\$76,809.60	42	17	TBD	\$632.00	\$70,784.00	70	15	\$70,784.00	\$23,594.67	\$76,809.60				
POLC007	Yes	POLE, CONCRETE 50' TYPE H, (T/L 6 EACH)	Each	108	\$1,425.81	\$153,987.48	Dura Stress / POLC0007	\$2,014.00	\$217,512.00	42	6	ST20033-1 R2	\$1,642.00	\$177,336.00	70	5	\$177,336.00	\$59,112.00	\$217,512.00				
POLC006	Yes	POLE, CONCRETE 50' TYPE 3, (T/L 9 EACH)	Each	99	\$887.17	\$87,829.83	Dura Stress / POLC0006	\$1,045.00	\$103,455.00	42	9	TBD	\$1,509.00	\$109,791.00	70	7	\$103,455.00	\$36,597.00	\$109,791.00				
POLC001	No	POLE, CONCRETE, 30' TYPE 1, W/CONDUIT, UG STREETLIGHTS, (T/L 25-32 EACH)	Each	60	\$425.19	\$25,511.40	Dura Stress / POLC0001	\$560.50	\$33,618.00	42	32	TBD	\$372.00	\$22,320.00	70	30	\$22,320.00	\$7,440.00	\$33,618.00				
POLC004	No	POLE, CONCRETE 40' TYPE 3, USED FOR LIGHTING ONLY (T/L 14 EACH)	Each	14	\$675.60	\$10,809.60	Dura Stress / POLC0004	\$761.97	\$12,191.52	42	14	TBD	\$714.00	\$11,424.00	70	13	\$11,424.00	\$3,808.00	\$12,191.52				
POLC009	Yes	POLE, CONCRETE 40' TYPE H, (T/L 5 EACH)	Each	10	\$1,668.89	\$16,688.90	Dura Stress / POLC0009	\$1,808.00	\$18,080.00	42	5	ST20033-2 R2	\$1,915.00	\$19,150.00	70	4	\$19,080.00	\$6,383.33	\$19,150.00				
POLC005	Yes	POLE, CONCRETE 45' TYPE 3, (T/L 9 EACH)	Each	9	\$757.37	\$6,816.33	Dura Stress / POLC0005	\$817.45	\$7,357.05	42	9	TBD	\$864.00	\$7,776.00	70	9	\$7,357.05	\$2,592.00	\$7,776.00				

Rix, Lynn W.

From: Roddy, Colin P.
Sent: Tuesday, July 14, 2020 10:45 AM
To: 'Blaine Touchton'
Cc: McCollum, Jenny G. - Dir Procurement Services; Pearson, Kenny R. - Procurement Category Manager; Bustamante, John C.
Subject: Disqualification Notice for JEA ITN – 041-20 JEA ITN Concrete Utility Poles for JEA Inventory Stock
Attachments: AppendixB - MQF Seminole Pole.pdf

Disqualification Notice for JEA ITN – 041-20 JEA ITN Concrete Utility Poles for JEA Inventory Stock

Blaine:

We regret to inform you that your Bid has been disqualified for not meeting the minimum qualifications of the bid. The bid solicitation clearly indicates these requirements in Section 1.2.1. Minimum Qualifications for Submission, which is provided below.

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

- The Respondent must meet all the Technical and Service Specifications as listed and described within the Appendix A documents and drawings
- The Respondent must provide pricing for 100% of the Concrete Utility Poles identified and included within Appendix B - Response Workbook.
- The Respondent shall have successfully performed or is performing two (2) similar contracts within the past two (2) years, dated ending April 30, 2020. The Bidder shall demonstrate their eligibility by providing two (2) similar references. The reference shall include company name, contact name, phone number, email address, address, contract dollar value, performance dates, and number of concrete poles provided annually.
- A similar contract is defined as providing Concrete Utility poles, where the Respondent provided a minimum of 200 Concrete Poles annually. Each similar contract shall also have been greater than \$300,000.00 in value.

An explanation as to the reason(s) your bid has been disqualified are stated below.

- Seminole Pole did not identify that they have successfully performed or is performing two (2) similar contracts within the past two (2) years, dated ending April 30, 2020. A similar contract was defined as providing Concrete Utility poles, where the Respondent provided a minimum of 200 Concrete Poles annually and the contract had to be greater than \$300,000.00 in value.
- Seminole Pole did not demonstrate their eligibility by providing two (2) similar references.

If you have any questions concerning this, you must refer to the JEA Procurement Code, Article 5, Administrative Remedies located on JEA.com. JEA's Chief Procurement Officer is Jenny McCollum at gleejs@jea.com. JEA appreciates your participation and looks forward to future opportunities to work with your company.

Thanks,

Colin Roddy

Colin Roddy, CPSM
Sr. Purchasing Agent
21 West Church Street

Jacksonville, FL 32202
Customer Center, 6th Floor (CC-6)
Office: (904) 665-6155
FAX: (904) 665-7363



Formal Bid and Award System

Award #5 August 27, 2020

Type of Award Request: RESCIND
Request #: 6749
Requestor Name: Keeler, Jessica
Requestor Phone: 904-665-6403
Project Title: Primary Wire for JEA Inventory Stock
Project Location: JEA
Funds: JEA Inventory Blanket
Award Estimate: \$8,225,645.50
Scope of Work:

The scope of work is for Primary Wire and Cable carried in JEA's inventory stock. This solicitation included five (5) items utilized by the Energy Department. At the time of the solicitation releases, our current inventory balance for the items found in this solicitation is \$1,823,376.26 with the average current lead-time of twelve weeks depending on the item.

IFB/RFP/State/City/GSA#: 032-20
Purchasing Agent: Roddy, Colin
Is this a Ratification?: NO
JSEB Requirement: N/A

BIDDERS:

Vendor Name	Amount
ANIXTER, INC.	N/A
ELECTRIC SUPPLY OF TAMPA, INC.	N/A
GRESKO SUPPLY	N/A
WESCO DISTRIBUTION, INC.	N/A

Background/Recommendations:

Advertised on 06/09/2020. Eight (8) vendors attended the optional pre-bid meeting held on 06/29/2020. At Bid opening on 07/14/2020, JEA received four (4) Bids. The decision to rescind was made based upon JEA's determination that the initial pricing provided in this bid was significantly higher compared to JEA's current contracted cost, and a business case could not support pursuing alternative sourcing means at this time. It should also be noted that three (3) of the four (4) vendors did not supply technical drawing which were a bid requirement and also three (3) of four (4) vendors took exceptions to at minimum one component of the solicitation's terms and conditions.

In February of 2016, following an ITN, JEA awarded Gresco Supply, a five (5) year Agreement with one (1) additional one (1) year option for the supply of Primary Wire and Cable; this Agreement is scheduled to expire in 2022. During the course of the Agreement, there were multiple issues with the items delivered by Gresco, which resulted in the Underground Standards committee decision to unapprove Prysmian, the current original

equipment manufacturer (OEM), for four (4) of the eight (8) items being supplied through Gresco on November 20th, 2019 (meeting minutes are attached as backup). The issues that were brought up in this standards meeting, and that JEA has dealt with during the course of the Agreement, are identified below.

- Cable Creep, this occurs when the reel of cable loosens up around the reel and is then pulled during operations. The creep can lead to the loss of sometimes 20-40 feet per reel of cable and it affects the overall footage count of the cable length on the reel. JEA experiences losses in money on labor time due to the stop and go of pulling the cable, as well as losing money on cable loss for the removal of the cable.
- Reel Labeling, when delivered the cable reels come with a plastic label stapled to the side of the reel which comes off very easily. Without the tags, there becomes no way to determine the footage of the cable on the reel as well as the loss of other important information.
- Cable Labeling, cable typically comes on the reel with each cable labeled as a different phase in the color gray. This is to help determine which of the three-cable ends match the other ends once the cable is pulled. JEA received some reels from Gresco where there was incorrect labeling which caused confusion during the installation process.
- Encapsulating Cable Jacket (Strip-Ability), the JEA Underground Cable specification requires that all cables (except the 1000kcmil cable) come with an Encapsulating jacket. There have been reports that there are differences between Prysmian and other manufactures in the physical properties, which has caused safety issues with the crews of straining and possible cuts from trying to strip the cable.

Even though the JEA Energy Department's Underground Standards Committee voted to unapprove the items, JEA's Energy Department has elected to have all Prysmian items remain conditionally approved as they work through performance issues. This decision was done in an effort to facilitate continued ordering of the items to meet immediate material demand of the products during the solicitation given the criticality it provides to the operations of the Energy department. The decision was made to rebid the work scope under 032-20 with the intention of moving away from Prysmian, and an eventual unapproval of the items after the bid was concluded and initial lead-times were met for the new awarded vendor.

After review of the initial bids, it was clear that JEA would experience a significant financial impact if it were to award these items to a new vendor. The initial cost projections over the estimated two-year period would be a cost increase of \$1,475,452.50 if JEA were to award these items to new vendor. Taking this projected cost increase into account, the Energy Department made the decision to remain with Gresco to deliver Prysmian Wire and Cable for remainder of their current Agreement. JEA Energy Standards will continue to work with Gresco, Prysmian and JEA field personnel regarding the previously identified issues in an attempt to mitigate the immediate issues and hopefully remedy all issues moving forward.

032-20 - Request approval to rescind this solicitation, and reject all Bids received in anticipation of continuing to purchase under the current contracted agreement.

Manager: Pearson, Kenny – Procurement Category Manager
Director: McCollum, Jenny – Director, Procurement Services
Chief: McElroy, Alan – Interim Chief Supply Chain Officer

APPROVALS:



08/27/2020

Chairman, Awards Committee

Date

Budget Representative

Date



Underground Distribution Standards Committee Meeting Minutes

November 20th, 2019

The 2019 Underground Standards Committee Meeting schedule is as follows:

Every month on the 3rd Wednesday at 1:30-3:30PM

January 16	May 15	September 18
February 20	June 19	October 16
March 20	July 17	November 20
April 17	August 21	December 18

The following people were present at this month's meeting:

Trevor Parker, Colin Roddy, Lloyd Lesley, Renee McQuaig, Tommy Cunningham, Shawn Parnell, Aaron Mazes, Jason Milam, Britney Ezell, Jason Baber, Josh Gordon

Order of business:

1. "Old Business"
2. "New Business" brought up during the month via phone or email
3. "New Business" submitted at the meeting
4. General feedback and suggestions.

Old Business

1. Splice SPLST007

Elastimold was unapproved due to: Blowouts at injection point, Blowouts on opposite side of injection point, Rips at the end of the splice

Tested other MFRs:

3M was tested and the crews said it was still too tight. Not approved.

Raychem was tested and with new samples issues seemed to have been solved, approved

Richards MFR was tested approved.

Elastimold thinks it may have been a batch related issue. We have to few currently to make any kind of swap. They are willing to set us up with a newer batch if interested.

Total splice count came out to 900 units, more than originally thought.

Confirmed that all units were Elastimold and then set up a date range for the issue batch to get replaced. Any unit before 8/22/19 will be sent back.

Crews have brought their units from the trucks to the stock, Return number is at 700 units. Working on getting the 700 picked up.

Raychem splices have been ordered for replacement. Elastimold wants to do a 1 for 1 swap out with the 700 splices, they are not willing to do return for credit, IRBY will not do a 1 for 1 swap with any approved MFR due to the large price difference. The 700 Elastimold splices are about \$25-30 a unit, totaling around \$20,000, Raychem is \$100 a unit.

Committee say they will except the 1 for 1 swap out Elastimold is presenting, however they will not be reapproved yet. Any issues going forward will require full return.

2. Conduit Repair

A conduit that clips together and can be cut to any length. This would help repair/replace broken conduit without having to re-pull the cable. We currently use split duct (CODPC), which does not clip together, as well as having issues trying to band the ducts together.

Have received info, samples, and pricing.

Committee approved this item and would like to receive it as a kit for 4" and 6" conduit size. This would intern replace the previous CODPC items. This kit should be matched to the same Min/max as the previous CODPC items.

Committee would also like to receive a kit for 45deg bend at 4" (Min/Max = ½) and a kit for 90deg bend at 6" (Min/Max = ½)

Setting up part numbers under current IDs, however couplings will be separate from conduit and bends.

Setting up new items under existing item IDs, will create new IDs if necessary. Once completed we can go through existing MFRs and see if we would like to keep them approved.

3. T-bodies and Elbows

There are three different elbow lengths Elastimold can provide. 7.6", 11.7", and 18".

Elastimold also has a 29.8" T-Body.

Committee would like samples of the 18" elbow and 29.8" T-Body

[Waiting on samples](#)

4. Updating our Current T-bodies and Elbows

Working with Elastimold to include all current T body kits to come with test points as well as shear bolt tech.

Waiting on three T-body (with test point and shear bolt) samples, one for each cable size (350, 750, 1000).

[Waiting on samples](#)

5. Homac/Blackburn (T&B) Mole related Items

Recently had a meeting with Homac on Mole related topics. Here are a few different items as questions.

a. FTSHC

Submersible secondary connector, with Quick disconnect

[Waiting on a sample for this product](#)

b. FS175

Submersible, Mole replacement option. Can easily be mounted to wall or railing, can come in multiple orientations, and built in shear bolt or connection pad.

[Working on getting more info and examples of use.](#)

6. Encapsulation vs Overlay cable jacket

Committee is interested in more info on the difference between Encapsulation vs Overlay cable jacket.

Pros for Overlay jacket vs the Encapsulation jacket.

- Rip cord feature allows for easier and safer stripping of the jacket
- Water powder and tape keep the area water free
- Easier to strip the jacket due to the neutrals not being embedded in the jacket
- Due to not being embedded in the jacket, the cable is more flexible

Overlay is a small percent higher in cost per foot than Encapsulating.

No other public utility (from FEE meeting) uses Overlay except maybe on 1000. No one else uses Prysmian and no one else has the same issues with encapsulating.

[Committee voted to hold off on changing the spec, we will see if new MFR will be different.](#)

7. UG Prysmian Cable on the Chopping block
With many problems with the different Prysmian Cables going on recently the Committee voted to un-approve Prysmian.
Prysmian Cables the committee would like to get unapproved:
CAICL 001 (1/0), 002 (3-1/0 parallel), 011 (1000), and 013 (750).
See additional print out for full details.
Would the Committee be open to accepting the presented fixes from Prysmian? Or do we want to proceed with the un-approval?
Committee Voted to un-approve Prysmian Cable for the four cable IDs. While Prysmian is offering solutions (which may or may not solve the issues), the committee brought up that these has been ongoing issues for many years (Creep, strip-ability, and Tag issues), when brought up to Patrick (Prysmian Rep) in the past nothing ever changed, it's now too late and the crews are fed up. Committee also voted to unapproved General Cable for these four items due to it being owned by Prysmian cable. These four items will have to go back for Bid through Purchasing, this means we will have to use Prysmian till we get in the next MFR.
8. #2-500 gelwrap wrap around splice cover
Raychem product, Easy/quick to install, used for UG or OH, as splice cover or cable re-jacketing, Compatible with solid dielectric cable insulations.
Samples were tested, Item was approved by committee. Waiting for word on if this item will be placed under existing ID or does a new ID get created. Will also reach out for Price and Lead time.
9. 500kcmil Fused Limiter
Raychem product, Smart Limiter that is easily identified and replaced, Sealing and mechanical protection are built in eliminating the need for additional components.
Received Samples, Waiting for testing.
10. 500kcmil Non fused splice
Waiting on samples

11. Changes to UG standards book:

- Pads
 - For 3 phase pads the 4' tail #4 solid ground wire was increased to 5'
 - For 3 Phase Pads the triangle conduit layout was adjust to have all in conduit in line (measurements can be from center point)
 - New Pad layout created (UPD16) for necessary changes with JE2 and JE3
- Secondary Service Box
 - Does the committee want to add an additional column that shows max allowable per conduit size per Service box size?

Committee voted to add addition to the table. They would also like to see it added to Lighting Standard Book, and to see if it should be added to the Rules and Reg.

- Underground Feeding Overhead
 - JE2-JE3 reworked.

12. JE2-JE3 Corrections

There have been changes to items and plates.

- The Enclosure (ENCOD004) now includes all the correct plates and junctions (which was JUNLO003)
- JUNLO003 is now a single plate and junction for repair purposes.
- Changes were made to the Enclosure
 - Height was increased 9"
 - Body was changed to Stainless Steel
 - FCI holes were added
- Back plate angle changed to make plate parallel with back wall
- UPD16 pit set up to accommodate layout
- UPD10 listed as Maintenance only.

Committee has questions on how changing the size of ENCOD004 will affect the plate UVF8 under System Protection. Also what should be done with the existing Enclosures that we cant use?

New Business

13. Prysmian Splice Return SPLSH004

While we Standardized on the 3M QS4 for splice SPLSH004, we still had a quantity of Prysmian Splice we were working through. Due to the rate of issues we have had with this remaining stock (54 units) they will be returned to the MFR.

Working with Prysmian to return the 54 units.

Additional items?

14. New Plates for 500 Cable

Committee would like to see splice plates made for 500 mcm cable applications.