

**REQUEST FOR QUALIFICATIONS  
TO ESTABLISH A QUALIFIED SUPPLIERS LIST TO PROVIDE MAINTENANCE, REPAIR,  
OVERHAUL (MRO) MATERIALS TO JEA  
102199 JEA SUPPLY MRO MATERIALS (NON-INVENTORY)**



**JACKSONVILLE, FL  
SOLICITATION NUMBER: 102199  
RESPONSES EMAILED TO:  
HALLEY REIMAN AT  
[REIMHJ@JEA.COM](mailto:REIMHJ@JEA.COM)  
JEA PROCUREMENT SERVICES**

**Table of Contents**

- 1. REQUEST FOR QUALIFICATIONS (RFQ) .....5
  - 1.1. SCOPE OF WORK .....5
  - 1.2. INVITATION .....5
  - 1.3. SUBMITTING RESPONSES .....5
  - 1.4. QUESTIONS REGARDING THE REQUEST FOR QUALIFICATIONS .....5
  - 1.5. SELECTION PROCESS .....6
  - 1.6. MINIMUM QUALIFICATIONS- REQUEST FOR QUALIFICATIONS .....6
  - 1.7. COMPLETING AND SUBMITTING THE RESPONSE .....6
  - 1.8. REQUIRED FORMS TO BE SUBMITTED-REQUEST FOR QUALIFICATIONS .....6
  - 1.9. CONFLICT OF INTEREST .....6
  - 1.10. ETHICS-REQUEST FOR QUALIFICATIONS .....6
  - 1.11. EX PARTE COMMUNICATION-RFQ .....7
  - 1.12. QUESTIONS- REQUEST FOR QUALIFICATIONS .....7
  - 1.13. RESERVATIONS OF RIGHTS (RFQ) .....7
  - 1.14. MODIFICATION OR WITHDRAWAL OF RESPONSES .....7
  - 1.15. AVAILABILITY OF RESPONSE PACKAGES .....8
  - 1.16. PROTEST OF REQUEST FOR QUALIFICATION PROCESS (RFQ) .....8
  - 1.17. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY-RFQ .....8
  - 1.18. SCRUTINIZED COMPANIES .....8
  - 1.19. COVID-19 .....9
  - 1.20. SUNSHINE LAW .....9
  - 1.21. PROHIBITION AGAINST CONTINGENT FEES .....10
- 2. CONTRACT TERMS AND CONDITIONS .....10
  - 2.1. CONTRACT DOCUMENT AND TERMS AND CONDITIONS .....10
  - 2.2. DEFINITIONS .....10
    - 2.2.1. DEFINITIONS .....10
    - 2.2.2. ADDENDUM/ADDENDA .....10
    - 2.2.3. ACCEPTANCE .....11
    - 2.2.4. COMPANY .....11
    - 2.2.5. COMPANY REPRESENTATIVE .....11
    - 2.2.6. COMPANY SUPERVISOR .....11
    - 2.2.7. CONTRACT .....11
    - 2.2.8. CONTRACT ADMINISTRATOR .....11
    - 2.2.9. CONTRACT DOCUMENTS .....11
    - 2.2.10. CONTRACT PRICE .....11
    - 2.2.11. CONTRACT TIME .....11
    - 2.2.12. DEFECT .....11
    - 2.2.13. DELIVERY .....12
    - 2.2.14. EQUIPMENT .....12
    - 2.2.15. HOLIDAYS .....12
    - 2.2.16. INVOICE .....12
    - 2.2.17. JEA .....12
    - 2.2.18. JEA REPRESENTATIVES .....12
    - 2.2.19. PURCHASE ORDER (PO) .....12
    - 2.2.20. RESPONSE .....12
    - 2.2.21. RESPONDENT .....12
    - 2.2.22. SOLICITATION .....12
    - 2.2.23. SUBCONTRACTOR .....12
    - 2.2.24. TERM .....13
    - 2.2.25. UNIT PRICES .....13
    - 2.2.26. WORK OR SCOPE OF SERVICES .....13

2.3.	CONTRACT DOCUMENTS .....	13
2.3.1.	ORDER OF PRECEDENCE.....	13
2.4.	PRICE AND PAYMENTS .....	14
2.4.1.	PRICE.....	14
2.4.2.	PAYMENTS.....	14
2.4.3.	PAYMENT METHOD – UPON DELIVERY AND INVOICE.....	14
2.4.4.	DISCOUNT PRICING .....	14
2.4.5.	INVOICING AND PAYMENT TERMS .....	14
2.4.6.	OFFSETS.....	14
2.4.7.	JSEB - INVOICING AND PAYMENT .....	14
2.4.8.	TAXES .....	15
2.5.	TERM AND TERMINATION .....	15
2.5.1.	TERM OF THE QUALIFIED LIST .....	15
2.5.2.	TERMINATION FOR CONVENIENCE.....	15
2.5.3.	TERMINATION FOR DEFAULT .....	15
2.6.	CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION .....	16
2.6.1.	PUBLIC RECORDS LAWS .....	16
2.6.2.	PROPRIETARY INFORMATION .....	17
2.6.3.	PUBLICITY AND ADVERTISING .....	17
2.7.	LABOR.....	17
2.7.1.	NONDISCRIMINATION .....	17
2.7.2.	LEGAL WORKFORCE .....	18
2.7.3.	PROHIBITED FUTURE EMPLOYMENT.....	18
2.7.4.	HIRING OF OTHER PARTY'S EMPLOYEES.....	18
2.7.5.	PERSONNEL AND CHANGES IN COMPANY'S PROFESSIONAL PERSONNEL.....	18
2.7.6.	COMPANY'S LABOR RELATIONS.....	19
2.8.	COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT .....	19
2.8.1.	LICENSES.....	19
2.8.2.	SAFETY AND PROTECTION PRECAUTIONS.....	19
2.9.	JEA RESPONSIBILITIES.....	19
2.9.1.	COORDINATION OF SERVICES PROVIDED BY JEA.....	19
2.10.	CHANGES IN THE WORK, CONTRACT TIME, TERM OR PRICE .....	19
2.10.1.	AMENDMENTS.....	19
2.10.2.	SUSPENSION OF SERVICES.....	20
2.10.3.	FORCE MAJEURE.....	20
2.11.	MISCELLANEOUS PROVISIONS .....	20
2.11.1.	AMBIGUOUS CONTRACT PROVISIONS .....	20
2.11.2.	APPLICABLE STATE LAW; VENUE; SEVERABILITY .....	20
2.11.3.	CUMULATIVE REMEDIES.....	20
2.11.4.	ENTIRE AGREEMENT .....	20
2.11.5.	EXPANDED DEFINITIONS.....	21
2.11.6.	HEADINGS .....	21
2.11.7.	INDEPENDENT CONTRACTOR .....	21
2.11.8.	LANGUAGE AND MEASUREMENTS.....	21
2.11.9.	NONEXCLUSIVE.....	21
2.11.10.	REFERENCES.....	21
2.11.11.	SEVERABILITY .....	21
2.11.12.	SUBCONTRACTING OR ASSIGNING OF CONTRACT .....	21
2.11.13.	SURVIVAL.....	22
2.11.14.	TIME AND DATE.....	22
2.11.15.	TIME OF ESSENCE.....	22
2.11.16.	USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE .....	22
2.11.17.	WAIVER OF CLAIMS .....	22
3.	TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK (APPENDIX A).....	22

3.1.	TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK .....	22
3.2.	Materials & Transaction Limits .....	23
3.2.1.	JEA personnel authorized User list .....	23
3.2.2.	Order Type - Walk in Orders .....	23
3.2.3.	Order Type Internet Orders – Company Website.....	23
3.2.4.	Order Type email / phone requests.....	23
3.2.5.	Reporting Requirements.....	24
4.	FORMS.....	24
4.1.	FORMS (APPENDIX B) .....	24

## SOLICITATION

### 1. REQUEST FOR QUALIFICATIONS (RFQ)

#### 1.1. SCOPE OF WORK

The purpose of this Open Request for Qualifications (RFQ) is for JEA to establish a Qualified Supplier List to establish commercial terms and JEA accounts (if not already established) for the supply of MRO non-inventory materials. The company should be able to provide materials over the counter, walk-in service, on-line ordering and delivery to the JEA business unit shops or jobsites.

Individual orders shall not exceed \$10,000.00 per order, additionally a not to exceed control has been placed on the aggregate spend with the Supplier of \$300,000.00.

When materials are needed by JEA, JEA personnel will order the materials, provide badge (number), business unit information and any reference information to support identification of the job (O&M or Capital) and a purchase order or blanket order number (business unit dependent). The Company will deliver materials, create packing slip for service and shipper for JEA and invoice against the approved blanket or PO. All blanket and purchase orders will reference this RFQ number and the terms of this Solicitation and pricing structure stated in the company's Response.

**NO Orders shall be accepted by the Company without first receiving; JEA issued Blanket or PO numbers for tracking, valid JEA ID's (by those making request), Business unit information from the JEA Representative and the JEA Representative being on the Blanket or PO authorized user list.**

**Prior to executing any order, the Company will be required to have communication with a JEA Contract Administrator from the Business Unit (names and authorized user list will be communicated on Blankets or PO's).**

#### 1.2. INVITATION

You are invited to submit a statement of qualifications (a "Response") in response to this Request For Qualifications:

#### 102199 JEA Supply MRO Materials (Non-inventory)

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

#### Responses Due Date: Open Due Date

Respondents may submit a response to Request for Qualification at any time. All Responses must reference the RFQ Title and RFQ Number noted above. All Responses must be made on the appropriate forms as specified within the RFQ and emailed to Halley Reiman at reimhj@jea.com. JEA will make sole determination on issuing a blanket agreement or purchase order to company.

#### 1.3. SUBMITTING RESPONSES

All Responses shall be submitted via email to Halley Reiman at reimhj@jea.com

#### 1.4. QUESTIONS REGARDING THE REQUEST FOR QUALIFICATIONS

For Questions:

Buyer: Halley Reiman

E-mail: reimhj@jea.com

### **1.5. SELECTION PROCESS**

This RFQ is issued so that JEA can establish a “Qualified Supplier’s List” best capable of providing the MRO materials to JEA. To be considered for the Qualified Supplier’s List, a Company must first show that it meets the Minimum Qualifications listed herein. Once JEA deems the company meets the Minimum Qualifications it will be assigned to the Qualified Supplier List. This Qualified Supplier List is an informal list internal to JEA.

### **1.6. MINIMUM QUALIFICATIONS- REQUEST FOR QUALIFICATIONS**

The Respondent shall meet the following minimum requirements to submit a response to this RFQ and Submit Appendix B Minimum Qualification Form. A Respondent not meeting all of the following criteria will have their Response rejected:

- The Respondent acknowledges Company agrees to JEA’s Contract commercial terms contained within this Request for Qualification (the “Contract Terms”).
- The Respondent acknowledges that the Company’s price list and rates are discounted a minimum of five percent (5%) from retail or list pricing and can provide cost savings metrics on actual spend at least quarterly.

### **1.7. COMPLETING AND SUBMITTING THE RESPONSE**

Respondent shall submit their Responses and any enclosed documents attached to this RFQ with responses typewritten or written in ink. The Respondent, or its authorized agent or office of the company shall sign the Response. Failure to sign the Response may disqualify the submittal. JEA-approved erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten signature of each person executing the Response. Failure to authenticate changes may disqualify the Responses. JEA may disqualify any Responses that deviate from the requirements of this RFQ, and those that include unapproved exceptions, amendments, or erasures.

The Respondent shall submit the response via email to Halley Reiman at reimhj@jea.com

### **1.8. REQUIRED FORMS TO BE SUBMITTED-REQUEST FOR QUALIFICATIONS**

Responses must include all of the following documents. If the Respondent fails to complete or fails to submit one or more of the required documents, the Respondent's submittal may be rejected.

- o **Appendix B - Response Form**
- o **Appendix B – Minimum Qualifications Form**

### **1.9. CONFLICT OF INTEREST**

A person or company who receives a Contract which was not procured pursuant to public bidding procedures to perform a feasibility study, or who participated in the drafting of an invitation to bid or request for proposals, or who developed a program for future implementation shall not be eligible to contract with JEA for any other contracts dealing with that specific subject matter.

Should JEA erroneously Award a Contract in violation of this policy, JEA may terminate the Contract at any time with no liability to Respondent, and Respondent shall be liable to JEA for all damages, including but not limited to the costs to rebid the Work. The purpose of this policy is to encourage bidding and eliminate any actual or perceived advantage that one Respondent may have over another.

### **1.10. ETHICS-REQUEST FOR QUALIFICATIONS**

By signing the Response Form, the Respondent certifies its submittal is made without any previous understanding, agreement or connection with any other person, firm, or corporation submitting a Responses for the same Work other than as a Subcontractor or supplier, and that its submittal 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 disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this RFQ by completing and submitting the Conflict of Interest Certificate Form found at jea.com. If JEA has reason to believe that collusion exists among the Respondents, JEA shall reject any and all Responses from the suspected Respondent 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 Company 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 Company violates any requirement of this clause, the Response may be rejected and JEA may debar offending companies and persons.

#### **1.11. EX PARTE COMMUNICATION-RFQ**

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

**Ex Parte Communication is strictly prohibited.** Failure to adhere to this policy will disqualify the noncompliant company's Response. Any questions or clarifications concerning a RFQ or IFB must be sent in writing via email to the JEA Buyer at least five (5) business days prior to the opening date. If determined by JEA, that a question should be answered or an issue clarified, JEA will issue an addendum to all companies.

#### **1.12. QUESTIONS- REQUEST FOR QUALIFICATIONS**

All questions regarding the RFQ must be submitted in writing to the JEA Buyer identified in this RFQ.

#### **1.13. RESERVATIONS OF RIGHTS (RFQ)**

- A. This RFQ is not a contractual offer or commitment by JEA to purchase products or services.
- B. 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 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 JEA work.
- C. JEA reserves the right to cancel, postpone, modify, reissue and amend this RFQ at its discretion.

#### **1.14. MODIFICATON OR WITHDRAWAL OF RESPONSES**

A Respondent may modify or withdraw its Response at any time.

### **1.15. AVAILABILITY OF RESPONSE PACKAGES**

All Responses shall be maintained in accordance with the Florida Public Records Law, Florida Statute, Chapter 119.

### **1.16. PROTEST OF REQUEST FOR QUALIFICATION PROCESS (RFQ)**

Companies shall file any protests regarding this RFQ in writing, in accordance with the JEA Purchasing Code, as amended. The JEA Purchasing Code is available online at [jea.com](http://jea.com).

### **1.17. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY-RFQ**

By signing and submitting the Minimum Qualification Form and Response Rate Sheet Form, the Respondent certifies and represents as follows:

- A. That the individual signing the Response Form is a duly authorized agent or officer of the Respondent. Responses submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Response Form, satisfactory evidence of authority to sign must be submitted upon request by JEA. If an individual other than a partner signs the Response Form, satisfactory evidence of authority to sign must be submitted upon request by JEA.
- B. The corporation or partnership must be in active status at the Florida Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)) prior to any subsequent Award of Contract.
- C. That the Respondent maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, contractor's license and occupational licenses necessary to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.
- D. That the Respondent has read, understands and will comply with the Section titled Ethics of these instructions to Respondent.

### **1.18. SCRUTINIZED COMPANIES**

Pursuant to Section 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

- (1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or
- (2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor:
  - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*; or
  - ii. Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(a)4, Florida Statutes, JEA may terminate this Contract at JEA's option if this Contract is for goods or services in an amount of one million dollars or more and Contractor:

- (1) Is found to have submitted a false certification under Section 287.135(5), *Florida Statutes*;



- (2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*;
- (3) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(b), Florida Statutes, JEA may terminate this Contract at JEA'S option if this Contract is for goods and services of any amount and Contractor:

- (1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or
- (2) Is engaged in a boycott of Israel.

### **1.19. COVID-19**

In light of the ongoing COVID-19 pandemic, JEA, or its agents, may screen any employees, contractors or agents of respondents present at JEA facilities for symptoms of COVID-19, possible contact to symptomatic or COVID-19 positive persons. Persons may, in the sole discretion of JEA, be prohibited from working onsite at JEA facilities until they provide evidence of a negative COVID-19 test. All respondents shall adhere to applicable guidelines issued by the CDC and federal, state and local orders intended to protect the health, safety and welfare of the public in relation to COVID-19, including rules regarding the wearing of face coverings.

### **1.20. SUNSHINE LAW**

#### **General**

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provide 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 Solicitation are public records and available for public inspection unless specifically exempt by law.

**IF A RESPONDENT 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:**

**JEA**

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

#### **Redacted Submissions**

If a Respondent believes that any portion of the documents, data or records submitted in response to this Solicitation 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 Solicitation and 102199 JEA Supply MRO Materials (Non-inventory)

Bidder's name, 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 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 Solicitation, Respondent agrees to protect, defend and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, costs and expenses (including but not limited to reasonable attorney fees and costs) arising from or relating to Respondent's determination that the redacted portions of its response to this Solicitation are not subject to disclosure.

### **1.21. PROHIBITION AGAINST CONTINGENT FEES**

The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Company, or an independent sales representative under contract to the Company, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, individual or Company, other than a bona fide employee working solely for the Company, or an independent sale representative under contract to the Company, 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.

## **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 or Purchase Order. The Contract or Purchase Order will incorporate by reference the terms contained in the portion of this document provided in Section 1, the Contract Terms provided in Section 2; and the Technical Specifications provided in Section 3.

### **2.2. DEFINITIONS**

#### **2.2.1. DEFINITIONS**

Words and terms defined in this section shall have the same meaning throughout all parts of this Solicitation. 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. ADDENDUM/ADDENDA**

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

### **2.2.3. ACCEPTANCE**

JEA's written acknowledgement by an authorized JEA representative that a unit of Equipment has been delivered to JEA in accordance with the terms of the Contract and to JEA's satisfaction. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

### **2.2.4. 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.

### **2.2.5. COMPANY REPRESENTATIVE**

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

### **2.2.6. 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.

### **2.2.7. CONTRACT**

An agreement between JEA and the Company, signed by both parties, which incorporates all the Contract Documents. The Contract shall not be altered without an Amendment to the Contract and executed by JEA and the Company. Also referred to as the "Purchase Order".

### **2.2.8. CONTRACT ADMINISTRATOR**

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

### **2.2.9. CONTRACT DOCUMENTS**

Contract Documents, also referred to as the "Contract" means the Purchase Order, executed Contract (if applicable), all Solicitation and Response Documents, Amendments or Purchase Orders executed by JEA, and insurance and/or bonds as required by the Contract.

### **2.2.10. CONTRACT PRICE**

The total amount payable to the Company under the Contract, as set forth in the Contract Documents.

### **2.2.11. CONTRACT TIME**

The number of calendar days or the period of time from when a written Purchase Order is issued to the Company to the date Company has agreed to complete the Work specified in that Purchase Order.

### **2.2.12. 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.

**2.2.13. DELIVERY**

The time at which JEA accepts a unit of Equipment at the location specified by JEA.

**2.2.14. EQUIPMENT**

Vehicles, equipment, or other items rented by JEA from the Company.

**2.2.15. 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.

**2.2.16. INVOICE**

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

**2.2.17. JEA**

JEA on its own behalf.

**2.2.18. JEA REPRESENTATIVES**

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

**2.2.19. 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 or RFQ reference, the term and, an authorized JEA signature and states the dollar amount funds authorized for that Purchase Order

**2.2.20. RESPONSE**

The document describing the Company's qualifications to verify it complies with the requirements of the Solicitation.

**2.2.21. RESPONDENT**

The Respondent to this Solicitation.

**2.2.22. SOLICITATION**

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

**2.2.23. SUBCONTRACTOR**

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

#### **2.2.24. TERM**

The period of time during which the Contract or Purchase Order is in force or until the Contract's/Purchase Order's Maximum Indebtedness is reached, whichever occurs first. The Term shall include the initial term and any renewal term(s).

#### **2.2.25. UNIT PRICES**

The Company's charges, rounded to the nearest cent, to JEA for the performance of each respective unit of Work or Services as defined on the Response Document, Response Workbook, or Response Form for all items required for successfully performing the Work during the Contract Term.

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

- o Amendments
- o Executed Contract Document
- o JEA Purchase Order
- o Addenda to JEA Solicitation
- o Drawings associated with JEA Solicitation
- o Exhibits and Attachments to JEA Solicitation
- o Technical Specifications associated to JEA Solicitation
- o JEA Solicitation
- o Response Documents
- o References

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

## **2.4. PRICE AND PAYMENTS**

### **2.4.1. PRICE**

#### **2.4.2. PAYMENTS**

#### **2.4.3. PAYMENT METHOD – UPON DELIVERY AND INVOICE**

Company shall invoice JEA upon Delivery of the Work. Invoices may be submitted for each delivery, or on a monthly basis for deliveries that occurred during the month. JEA reserves the right to reject all or part of an Invoice if not in accordance with the Contract.

#### **2.4.4. DISCOUNT PRICING**

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

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

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.

#### **2.4.5. INVOICING AND PAYMENT TERMS**

The Company shall submit all Invoices in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following email address: **ACCTPAYCUSTSRV@JEA.COM**.

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

JEA may reject any Invoice or Application for Payment within 20 calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection.

Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Proposer the revised amount within ten (10) days.

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

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

#### **2.4.6. OFFSETS**

If 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.

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

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

#### **2.4.8. 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.

Until Acceptance of a unit of Equipment, all risks of loss for that unit of Equipment) shall remain with the Company. After Acceptance, JEA shall be liable only for losses caused by misuse, accident or negligence by JEA. All losses which are the result of the failure of Company to appropriately maintain a unit of Equipment, including any failure to comply with all applicable warranty requirements, losses which are the result of normal wear and tear from regular use, and losses which are the result of misuse, negligence or accident by a renter other than JEA shall be the responsibility of the Company. Title to all Equipment at all times shall remain with the Company.

#### **2.5. TERM AND TERMINATION**

##### **2.5.1. TERM OF THE QUALIFIED LIST**

The Qualified Supplier List (the "List") shall be effective from the date the Company is notified by JEA that it is approved to the List and continue for three (3) years (the "Initial Term"). JEA shall have the option to renew the List for two (2) additional one (1) year renewal terms. The Not to Exceed amount shall be \$300,000.00, no individual material orders may exceed \$10,000.00.

##### **2.5.2. TERMINATION FOR CONVENIENCE**

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

In the event of termination for convenience, JEA will pay the Company for fees, delivery charges and additional fees that JEA has incurred for the period of time prior to receipt by the Company of JEA's notice of termination.

Upon receipt of such notice of termination, the Company shall stop the performance of the Work under the Purchase Order 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 the Contract Documents.

##### **2.5.3. TERMINATION FOR DEFAULT**

JEA may give the Company written notice to discontinue all, or any portion of, Contract or Purchase Order in the event that:

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

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

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

Once Company is declared to be in default, JEA will charge the expenses of terminating the Contract to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JEA upon receipt of notice of the expenses from JEA. JEA will 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 in the Contract. 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 the Company's default.

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

### **2.6.1. PUBLIC RECORDS LAWS**

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

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

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

If the Company believes that any portion of any documents, data or other records submitted to JEA are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), Company must (1) clearly segregate and mark the specific sections of the document, data and records as "Confidential", (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of the documents, data, or records (the "Redacted Copy"). The Redacted Copy shall contain JEA's contract name and number, and shall be clearly titled "Redacted Copy". Company should only redact those portions of records that Company claims are specifically exempt from disclosure under Florida's Public Records Laws. If the Company fails to submit a redacted copy of documents, data, or other records it claims is confidential, JEA is authorized to produce all documents, data, and other records submitted to JEA in answer to a public records request for these records.

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



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

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

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

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

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

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

#### **2.6.2. 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.

#### **2.6.3. 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.

#### **2.7. LABOR**

##### **2.7.1. 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:

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

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

### **2.7.2. LEGAL WORKFORCE**

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

### **2.7.3. 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 (2) 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 Response 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 Responses 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 years from cessation from JEA employment.

### **2.7.4. 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.

### **2.7.5. PERSONNEL AND CHANGES IN COMPANY'S PROFESSIONAL PERSONNEL**

Unless otherwise agreed in writing by the parties, all Services shall be rendered by employees: (a.) who are full time employees of Company or approved subcontractors; and (b.) qualified to perform the Services. Subsequent to the execution of this Contract, Company shall notify the JEA Contract Administrator in writing prior to making changes in professional personnel assigned, or to be assigned, as provided in Company's Response to manage or perform Services under this Contract. The JEA Contract Administrator shall have the right to reject any personnel assigned by Company to perform work under this Contract. If the right of rejection is exercised by the JEA Contract Administrator, Company shall submit for approval of the JEA Contract Administrator, the name or names of substitute personnel to fill the positions resulting from said rejection. The JEA Contract Administrator shall have the right to require the removal of Company's previously assigned personnel and Company shall promptly replace the same, subject to the JEA Contract Administrator's approval at no cost to JEA.

## **2.7.6. COMPANY'S LABOR RELATIONS**

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

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

### **2.8.1. LICENSES**

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

### **2.8.2. 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 any equipment 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 equipment safe when used for its intended purpose. The Company understands and agrees that it is responsible for paying all costs associated with providing safe equipment 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.

The Company's failure to comply with the terms of this paragraph may result in immediate termination of its Purchase Order/Contract.

## **2.9. JEA RESPONSIBILITIES**

### **2.9.1. COORDINATION OF SERVICES PROVIDED BY JEA**

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

## **2.10. CHANGES IN THE WORK, CONTRACT TIME, TERM OR PRICE**

### **2.10.1. AMENDMENTS**

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

## **2.10.2. SUSPENSION OF SERVICES**

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

## **2.10.3. 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. MISCELLANEOUS PROVISIONS**

### **2.11.1. AMBIGUOUS CONTRACT PROVISIONS**

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

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

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

### **2.11.3. CUMULATIVE REMEDIES**

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

### **2.11.4. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the

terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

**2.11.5. EXPANDED DEFINITIONS**

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

**2.11.6. HEADINGS**

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

**2.11.7. INDEPENDENT CONTRACTOR**

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

**2.11.8. LANGUAGE AND MEASUREMENTS**

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

**2.11.9. NONEXCLUSIVE**

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

**2.11.10. REFERENCES**

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

**2.11.11. SEVERABILITY**

In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect. With regard to any provision in this agreement pertaining to damages, equitable or otherwise, it is the intent of the Parties that under no circumstances shall there be recovery for home office overhead. Any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

**2.11.12. SUBCONTRACTING OR ASSIGNING OF CONTRACT**

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

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

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

**2.11.13. SURVIVAL**

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

**2.11.14. TIME AND DATE**

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

**2.11.15. TIME OF ESSENCE**

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

**2.11.16. 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 allow use of JEA contracts, the Company agrees to extend any pricing and other contractual terms to such entities.

**2.11.17. WAIVER OF CLAIMS**

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

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

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

**3.1 TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK**

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

The companies shall use the following process for accepting, tracking, delivering, invoicing against and receiving payments for non-inventory materials orders.

### 3.2 Materials & Transaction Limits

- Non-Inventory Materials – Only materials that are non-JEA inventory items may be purchased against the Blanket or Purchase Order (PO) under this RFQ. JEA’s inventory group, manages and maintains blanket agreements for item mastered goods on separate agreements.
- Transaction Limit - Single material purchase, or project purchase, may NOT exceed \$10,000.00 per transaction. This limit is the same limit as JEA’s P-cards and is established for this RFQ as control to limit purchases that are not processed through competitive bidding. JEA Contract Administrators and Purchasing Agents shall review transactions to make sure these thresholds are not exceeded.
- The Overall Not to Exceed Amount of the Standard PO or Blanket shall be \$300,000.00.
- **All orders shall require a JEA ID Badge (for in-person purchases), Business Unit Name, PO or Blanket Number and the Names of the Personnel being on the Authorized User List for the Blanket.**
- **The Company shall not allow purchases to be made without the required items stated above.**

#### 3.2.1 JEA personnel authorized User list

- Personnel using the summary bill (blanket) and standard purchase orders will need JEA identification with a badge number.
- The Company shall track in their system and include the transaction information provided by the JEA user to the shipping document, bill of lading and invoice.

#### 3.2.2 Order Type - Walk in Orders

- JEA personnel shall provide, Name, Badge, Business Unit, Job information (work order), and Blanket or Purchase Order the materials are to be charged against.
- The company shall provide a job ticket (shipper) or transaction, packing slip, receipt to the JEA personnel.
- JEA personnel shall provide a copy to the JEA Contract Administrator for tracking.
- The Company shall submit an invoice against the JEA Blanket or Purchase Order referenced by the JEA Personnel.
- JEA Accounts Payable (AP) shall route the invoice to the JEA contract administrator.
- JEA Contract Administrator shall route blanket release or purchase requisition to the Buyer.
- JEA Buyer shall process the release to allow payment.

#### 3.2.3 Order Type Internet Orders – Company Website

- For internet orders where the Company has a JEA specific login for each JEA user and can accept Blanket or Purchase Order numbers at time of order.
  - The JEA personnel shall provide the blanket order number or PO number at time of order.
  - The Company shall submit to JEA an invoice against the Blanket or Purchase Order.
  - JEA AP shall route the invoice to the JEA contract administrator.
  - JEA Contract Administrator shall route blanket release requisition to Buyer.
  - JEA Buyer shall process the release to allow payment.

#### 3.2.4 Order Type email / phone requests

- For email / phone requests for quotes.
  - The JEA personnel shall provide the Blanket Order number or PO number at time of order.
  - The request shall come from a @jea.com domain name (only).
  - For phone requests for quotes, an email follow up shall be completed, with an acknowledgement of purchase order or blanket order number.
  - The Company shall submit to JEA an invoice against the Blanket or Purchase order.
  - JEA AP shall route the invoice to the JEA contract administrator.
  - JEA Contract Administrator will route blanket release requisition to buyer.
  - JEA Buyer shall process the release to allow payment.

### **3.2.5 Reporting Requirements**

- The Company shall have the ability to provide Summary reports regarding spend by personnel name, blanket order or PO number and Company. JEA may request for these reports quarterly to review spend habit and look to make improvements to order process. If a Company demonstrates they cannot provide spend analytics, JEA elect to terminate the qualification for its convenience.

## **4. FORMS**

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

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



**APPENDIX B – RESPONSE FORM  
RFQ 102199 JEA SUPPLY MRO MATERIALS (NON-INVENTORY)**

**SUBMIT RESPONSE FORM ALONG WITH OTHER REQUIRED DOCUMENTS IN AN EMAIL TO:  
HALLEY REIMAN (REIMHJ@JEA.COM)**

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

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

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

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

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

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

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

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

**MINIMUM QUALIFICATIONS:**

The Respondent shall meet the following minimum requirements to submit a response to this RFQ. A Respondent not meeting the following criteria will have their Response rejected:

- The Respondent acknowledges Company agrees to JEA’s Contract commercial terms contained within this Request for Qualification (the “Contract Terms”).
- The Respondent acknowledges that the Company’s price list and rates are discounted a minimum of five percent (5%) from retail or list pricing and can provide cost savings metrics on actual spend at least quarterly.

**STATE PRICING STRUCTURE PROVIDED TO JEA**

\_\_\_\_\_% off list pricing (e.g. Company is providing JEA a specific price list, which JEA personnel can view and compare against online Company publicly listed pricing)

JEA Specific price list with a \_\_\_\_\_ % standard discount. (E.g. Company does not have a publicly published price list, however, can provide JEA a discount off list or retail).

Other, Describe below

If JEA price lists are provided (attach to this response. If available in excel please provide with response).

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**LOCATIONS AND CONTACTS PROVIDED TO JEA**

OUTSIDE SALES REPRESENTATIVES: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**LOCATIONS AND INSIDE SALES CONTACTS PROVIDED TO JEA**

LOCATION	INSIDE SALES NAME	PHONE	EMAIL

**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 form, the Respondent certifies that the it has read and reviewed all of the documents pertaining to this Solicitation/RFQ and agrees to abide by the terms and conditions set forth herein, that the person signing below is an authorized representative of the Respondent’s company, that the company is legally authorized to do business in the State of Florida, and that the company maintains in active status an appropriate license for the work. Additionally, Respondent agrees to the terms and conditions set forth in this Solicitation/RFQ, and a JEA Representatives are not authorized to bind or obligate JEA to contractual terms and conditions other than those stated in this Solicitation/RFQ.

\_\_\_\_\_  
Signature of Authorize Officer of Respondent’s Company or Agent

\_\_\_\_\_  
Date

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

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