SUBJECT: PIGGYBACK JACKSONVILLE ELECTRIC AUTHORITY (JEA) CONTRACT #10294 / 194569 – REPAIR AND INSTALLATION OF VIDEO SURVEILLANCE SYSTEM

BID #: PSC-0037-22 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF EXECUTED CONTRACT THROUGH JANUARY 28, 2026 WITH ONE (1) ONE (1) YEAR RENEWAL OPTION

AGENCY: JACKSONVILLE SHERIFF'S OFFICE

BASIS OF AWARD: PER JEA PIGGYBACK CONTRACT #10294/194569

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED**: N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Jacksonville Electric Authority (JEA) Contract #10294 / 194569 with Midwest Alarm Company DBA BCI Integrated Solutions, for repair and installation of Video Surveillance Systems for the Jacksonville Sheriff's Office. Period of Service will be from date of executed contract through January 28, 2026 with one (1) one (1) year renewal option. Total FY22 expenditure is $762,553.00. Total award amount not-to-exceed $1,980,264.00.

Funding Source: 11525.551103.564290.000000.00001443.00000.0000000 - $ 94,760.00
11522.551103.549006.000000.00001428.00000.0000000 - $ 34,322.00
00111.552101.546030.000000.00001608.00000.0000000 - $126,000.00
11522.551103.564290.000000.00001344.00000.0000000 - $507,471.00
To be executed by formal contract through Office of General Counsel and processed via Purchase Order Release(s).

Attachments: Recommendation Memo, Vendor Letter, Contract #10294 / 194569, Certificate of Insurance

BUYER: _____ **RESPECTFULLY SUBMITTED** _____
OLIVE WALLACE-COHEN
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Delores O'Neal, Director of Police Services**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

MIKE WILLIAMS, SHERIFF

Serve • Protect • Community

To: Gregory Pease
Chief of Procurement

From: Bill Clement, CPA
Chief of Budget

Thru: Delores O'Neal
Director of Police Services

Subject: Award Request – Piggyback Jacksonville Electric Authority (JEA) Contract No. 10294 / 194569 Repair and Installation of Video Surveillance Systems

Date: November 7, 2021

The Jacksonville Sheriff's Office is requesting a piggyback award under Sections 126.211 and 126.309 of the ordinance codes to procure Repair and Installation of Video Surveillance Systems. We request authorization to utilize the JEA Contract No. 10294 / 194569, which was competitively procured and issued between the JEA and BCI Integrated Solutions. The contract is an active contract between JEA and BCI Integrated Solutions. The period of service is from date of award through January 28, 2026, with one (1) one (1) year renewal option. The not to exceed expenditure amount for the period is $ 1,980,264.00, with $ 762,553.00 being allocated in FY22 according to the chart below:

Account Code	Amount
11525.551103.564290.000000.00001443.00000.0000000	$ 94,760.00
11522.551103.549006.000000.00001428.00000.0000000	$ 34,322.00
00111.552101.546030.000000.00001608.00000.0000000	$ 126,000.00
11522.551103.564290.000000.00001344.00000.0000000	$ 507,471.00
Total for FY2022	$ 762,553.00

Attached is a copy of signed Contract No. 194569, Assignment of Contract and IFB 075-20. Piggybacking on the contract will enable the Jacksonville's Sheriff's Office to obtain the best pricing available for Repair and Installation of Video surveillance Systems. We are requesting authorization for the agreement to be processed by the Office of General Counsel. The previous award is PSC-0533-16.

Attached is the approval from Risk Management along with the Certificate of Insurance.

Please let me know if you require any additional information. Thank you for your assistance.

Approved by the JEA Awards Committee

Date: 12/17/2020 Item# 21

Formal Bid and Award System

Award #21 December 17, 2020

Type of Award Request: BID (IFB)
Request #: 6864
Requestor Name: Summers, Matthew K. - Manager, Physical Security
Requestor Phone: (904) 665-4798
Project Title: Repair and Installation of Video Surveillance Systems
Project Number: 8006696, 8006563, 8006472, 8006809, 8006810, HE31000
Project Location: JEA
Funds: Capital and O&M
Budget Estimate: $8,100,000.00 (JEA = $6,400,000.00, other agencies = $1,700,000.00)
Scope of Work:

The scope of this contract is to secure the services of a qualified contractor which will provide procurement, installation, and maintenance for the JEA video surveillance systems. The work performed by the contractor consists of, but is not limited to, all materials, labor, supervision, tools, electronic parts, wiring, software, hardware and equipment necessary to provide installation, maintenance, adjustments, testing, replacement of parts, and emergency service as herein specified. All maintenance services rendered under this contract shall be by uniformed employees of the bidder and no part of the servicing or emergency call-back service may be sub-contracted.

JEA IFB/RFP/State/City/GSA#: 075-20
Purchasing Agent: Rix, Lynn Woods
Is this a Ratification?: NO
If yes, explain:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Award Amount
UNITED SECURITY ALLIANCE, INC.	Luis Carmona	luis.carmona@usasolutions.com	9008 Brittany Way, Tampa, FL 33619	(813) 620-0505	$6,400,000.00

Amount for entire term of Contract/PO: $6,400,000.00
Award Amount for remainder of this FY: $1,275,000.00
Length of Contract/PO Term: Five (5) Years w/One (1) – 1 Yr. Renewal
Begin Date (mm/dd/yyyy): 12/15/2020
End Date (mm/dd/yyyy): 12/14/2025
Renewal Options: YES – One (1) – 1 Yr. Renewal
JSEB Requirement: N/A – Optional

BIDDER:

Name	Amount
UNITED SECURITY ALLIANCE, INC.	$11,869,606.05
G4S SECURE INTEGRATION LLC	$14,682,760.48

Background/Recommendations:

Advertised on 10/05/2020. Seven (7) Companies attended the mandatory pre-bid meeting on October 16, 2020. At bid opening, November 3, 2020, only one (1) bid was received. JEA did not open the bid and set as second mandatory pre-bid meeting to increase competition. In order to bid, a supplier must have attended at least one of the two mandatory pre-bid meetings. No additional companies attended the second mandatory pre-bid meeting on November 13, 2020. At bid opening, November 24, 2020, two (2) bids were received. United Security Alliance, LLC. was the lowest responsive and responsible Bidder. JTA and JPA participated in the Bid process and their forecast spend was aggregated with JEA's spend for a five (5) year multi-agency Bid. A copy of the Bid Form is attached.

This award is the result of a joint effort between JEA, JAXPORT, and JTA to create a single solicitation and provide the identified services for all three (3) agencies as a collaborative sourcing effort. This award is for JEA projects only. The primary goals are to:

- Obtain reduced, and secured, united costs for all three (3) agencies for the next five (5) years;
- Create interoperability between agencies; and
- Enhance the availability of materials and responsiveness of service in Jacksonville for these systems, while reducing the administrative burden to the agencies.

Comparing United Security Alliance labor rates to the current contract labor rates, they decreased by an average of nine percent (9%). The forecasted materials spend has increased due to material changes and pricing changes, which varied and are not directly comparable. Rates are fixed for the first two (2) years of the contract and then the Bidder can request a CPI increase capped at 2%. The award amount is less than the Bid Amount due to current budget and the business unit intends to examine the budget in the out years to support carrying the contract to term.

075-20 - Request approval to award a five (5) year contract to United Security Alliance Inc. for repair and installation of video surveillance systems in the amount of $6,400,000.00, subject to the availability of lawfully approved funds.

Manager:	Summers, Matthew K. – Manager, Physical Security
Director:	Edwards, Brandon L. - Director Security
VP:	Tuten, Steven V. – Interim Chief Compliance Officer

APPROVALS:

12/17/2020

Chairman, Awards Committee **Date**

Budget Representative **Date**

12/17/2020

CERTINAL eSign

Final Audit Report

Amendment number JEA10294, titled Repair and Installation of Video Surveillance Systems

Audit Summary for Amendment number JEA10294, titled Repair and Installation of Video Surveillance Systems

Report Time 08/09/2021 | 11:38:32 (GMT)	**Agreement Name** Amendment number JEA10294, titled Repair and Installation of Video Surveillance Systems	**Document Created Time** 08/05/2021 | 18:57:07 (GMT)
Document Created By Heather Beard (bearhb@jea.com)	**Document Sent Time** 08/05/2021 | 18:57:07 (GMT)	**Transaction ID** 1b7ae671-1c62-4799-a2ca-d410e7db70a3
Documents 1628189823530.pdf	**Recipients** Shannon Thorpe (sthorpe@bclfl.net) Terry Ottinger (terry.ottinger@usasolutions.com) Jenny McCollum (gleejs@jea.com) Maurice Scarboro (scarm@jea.com)	**Document Status** Completed
Document Status Action Time 08/09/2021 | 11:38:32 (GMT)	**Number of Signatures** 4	**Number of Initials** 0
Number of Stamps 0	**Number of Pages In Document** 6	**CC Users** -

Audit Events

- Document Created by Heather Beard (bearhb@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 18:57:07 (GMT)	207.211.63.71	-	-	-

- Document emailed by Heather Beard (bearhb@jea.com)
  Sent to - Shannon Thorpe (sthorpe@bclfl.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 18:57:11 (GMT)	-	-	-	-

- Email link authenticated by Shannon Thorpe (sthorpe@bclfl.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 18:59:15 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

- Document viewed by Shannon Thorpe (sthorpe@bcifl.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 18:59:15 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

- Email link authenticated by Shannon Thorpe (sthorpe@bcifl.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 19:10:00 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

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Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 19:10:00 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

- Email link authenticated by Shannon Thorpe (sthorpe@bcifl.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 20:04:12 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

- Document viewed by Shannon Thorpe (sthorpe@bcifl.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 20:04:12 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

- Email link authenticated by Shannon Thorpe (sthorpe@bcifl.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 20:04:15 (GMT)	63.117.14.135	-	Chrome 91	Windows 10

- Document viewed by Shannon Thorpe (sthorpe@bcifl.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 20:04:16 (GMT)	63.117.14.135	-	Chrome 91	Windows 10

- Email link authenticated by Shannon Thorpe (sthorpe@bcifl.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 20:04:18 (GMT)	209.141.121.132	-	Chrome 29	Windows 6

- Document viewed by Shannon Thorpe (sthorpe@bcifl.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 20:04:21 (GMT)	209.141.121.132	-	Chrome 29	Windows 6

- Email link authenticated by Shannon Thorpe (sthorpe@bcifl.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 20:21:29 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

- Document viewed by Shannon Thorpe (sthorpe@bcifl.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 20:21:29 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

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Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 20:22:19 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

- Document eSigned by Shannon Thorpe (sthorpe@bcifl.net)
  Signature method - Signature Typed

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 20:22:19 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

- Email link authenticated by Shannon Thorpe (sthorpe@bcifl.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 20:22:25 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

- Document viewed by Shannon Thorpe (sthorpe@bcifi.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 20:22:25 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

- Document emailed
  Sent to - Terry Ottinger (terry.ottinger@usasolutions.com)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 20:22:25 (GMT)	-	-	-	-

- Email link authenticated by Shannon Thorpe (sthorpe@bcifi.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 20:23:03 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

- Email link authenticated by Shannon Thorpe (sthorpe@bcifi.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 20:23:04 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

- Document viewed by Shannon Thorpe (sthorpe@bcifi.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 20:23:04 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

- PDF agreement downloaded by Shannon Thorpe (sthorpe@bcifi.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 20:23:30 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

- Email link authenticated by Shannon Thorpe (sthorpe@bcifi.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 21:01:49 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

- Email link authenticated by Shannon Thorpe (sthorpe@bcifl.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 21:01:50 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

- Document viewed by Shannon Thorpe (sthorpe@bcifl.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 21:01:50 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

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Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 21:02:36 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

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Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 21:15:09 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

- Email link authenticated by Shannon Thorpe (sthorpe@bcifl.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 21:15:09 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

- Document viewed by Shannon Thorpe (sthorpe@bcifl.net)

Time	IP Address	Geolocation	Browser	OS
08/05/2021 | 21:15:09 (GMT)	47.206.199.19	-	Chrome 92	Windows 10

- Reminder mail sent to Terry Ottinger (terry.ottinger@usasolutions.com)

Time	IP Address	Geolocation	Browser	OS
08/06/2021 | 11:13:31 (GMT)	-	-	-	-

- Email link authenticated by Terry Ottinger (terry.ottinger@usasolutions.com)

Time	IP Address	Geolocation	Browser	OS
08/06/2021 | 12:39:58 (GMT)	75.104.85.156	-	Chrome 92	Windows 10

- Document viewed by Terry Ottinger (terry.ottinger@usasolutions.com)

Time	IP Address	Geolocation	Browser	OS
08/06/2021 | 12:40:01 (GMT)	75.104.85.156	-	Chrome 92	Windows 10

- Email link authenticated by Terry Ottinger (terry.ottinger@usasolutions.com)

Time	IP Address	Geolocation	Browser	OS
08/06/2021 | 12:44:40 (GMT)	75.104.85.156	-	Chrome 92	Windows 10

- Document viewed by Terry Ottinger (terry.ottinger@usasolutions.com)

Time	IP Address	Geolocation	Browser	OS
08/06/2021 | 12:44:44 (GMT)	75.104.85.156	-	Chrome 92	Windows 10

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Time	IP Address	Geolocation	Browser	OS
08/06/2021 | 12:46:20 (GMT)	75.104.85.156	-	Chrome 92	Windows 10

- Document eSigned by Terry Ottinger (terry.ottinger@usasolutions.com)
  Signature method - Signature Typed

Time	IP Address	Geolocation	Browser	OS
08/06/2021 | 12:46:20 (GMT)	75.104.85.156	-	Chrome 92	Windows 10

- Document emailed
  Sent to - Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/06/2021 | 12:46:26 (GMT)	-	-	-	-

- Email link authenticated by Terry Ottinger (terry.ottinger@usasolutions.com)

Time	IP Address	Geolocation	Browser	OS
08/06/2021 | 12:46:38 (GMT)	75.104.85.156	-	Chrome 92	Windows 10

- Document viewed by Terry Ottinger (terry.ottinger@usasolutions.com)

Time	IP Address	Geolocation	Browser	OS
08/06/2021 | 12:46:38 (GMT)	75.104.85.156	-	Chrome 92	Windows 10

- Email link authenticated by Terry Ottinger (terry.ottinger@usasolutions.com)

Time	IP Address	Geolocation	Browser	OS
08/06/2021 | 12:46:56 (GMT)	75.104.85.156	-	Chrome 92	Windows 10

- Email link authenticated by Terry Ottinger (terry.ottinger@usasolutions.com)

Time	IP Address	Geolocation	Browser	OS
08/06/2021 | 12:46:58 (GMT)	75.104.85.156	-	Chrome 92	Windows 10

- Document viewed by Terry Ottinger (terry.ottinger@usasolutions.com)

Time	IP Address	Geolocation	Browser	OS
08/06/2021 | 12:46:58 (GMT)	75.104.85.156	-	Chrome 92	Windows 10

- PDF agreement downloaded by Terry Ottinger (terry.ottinger@usasolutions.com)

Time	IP Address	Geolocation	Browser	OS
08/06/2021 | 12:47:29 (GMT)	75.104.85.156	-	Chrome 92	Windows 10

- Email link authenticated by Jenny McCollum (gleejs@jsa.com)

Time	IP Address	Geolocation	Browser	OS
08/08/2021 | 13:33:15 (GMT)	174.203.72.133	-	Chrome Mobile 92	IOS 14

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/08/2021 | 13:33:16 (GMT)	174.203.72.133	-	Chrome Mobile 92	IOS 14

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/08/2021 | 13:33:18 (GMT)	54.161.100.17	-	Chrome Mobile 92	IOS 14

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/08/2021 | 13:33:18 (GMT)	54.161.100.17	-	Chrome Mobile 92	IOS 14

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/08/2021 | 13:33:53 (GMT)	85.208.75.115	-	Firefox 78	Windows 10

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/08/2021 | 13:33:56 (GMT)	85.208.75.115	-	Firefox 78	Windows 10

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/08/2021 | 13:34:04 (GMT)	174.203.72.133	-	Chrome Mobile 92	IOS 14

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/08/2021 | 13:34:05 (GMT)	174.203.72.133	-	Chrome Mobile 92	iOS 14

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Time	IP Address	Geolocation	Browser	OS
08/08/2021 | 13:34:15 (GMT)	174.203.72.133	-	Chrome Mobile 92	iOS 14

- Document eSigned by Jenny McCollum (gleejs@jea.com)
  Signature method - Signature Drawn

Time	IP Address	Geolocation	Browser	OS
08/08/2021 | 13:34:15 (GMT)	174.203.72.133	-	Chrome Mobile 92	iOS 14

- Document emailed
  Sent to - Maurice Scarboro (scarm@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/08/2021 | 13:34:22 (GMT)	-	-	-	-

- Email link authenticated by Maurice Scarboro (scarm@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/09/2021 | 11:38:07 (GMT)	12.139.123.251	-	Chrome 85	Windows 10

- Document viewed by Maurice Scarboro (scarm@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/09/2021 | 11:38:08 (GMT)	12.139.123.251	-	Chrome 85	Windows 10

- Email link authenticated by Maurice Scarboro (scarm@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/09/2021 | 11:38:11 (GMT)	54.88.243.110	-	Chrome 85	Windows 10

- Document viewed by Maurice Scarboro (scarm@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/09/2021 | 11:38:11 (GMT)	54.88.243.110	-	Chrome 85	Windows 10

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Time	IP Address	Geolocation	Browser	OS
08/09/2021 | 11:38:28 (GMT)	12.139.123.251	-	Chrome 85	Windows 10

- Document eSigned by Maurice Scarboro (scarm@jea.com)
  Signature method - Signature Typed

Time	IP Address	Geolocation	Browser	OS
08/09/2021 | 11:38:28 (GMT)	12.139.123.251	-	Chrome 85	Windows 10

Final Signed Agreement Emailed
Sent to - Shannon Thorpe (sthorpe@bcill.net)
Maurice Scarboro (scarm@jea.com)
Terry Ottinger (terry.ottinger@usasolutions.com)
Jenny McCollum (gleejs@jea.com)
Heather Beard (bearhb@jea.com)

Time	IP Address	Geolocation	Browser	OS
08/09/2021 | 11:38:32 (GMT)	-	-	-	-

Sender Assigned Fields To Recipients

Recipient	Field Type	Required	PDF Page No.	Value	Activity Time
Shannon Thorpe (sthorpe@bcifl.net)	Signature	Yes	Page No.: 3	Shannon Thorpe Signed on Aug 05,2021 | 16:22:19 (GMT -5:00)	08/05/2021 | 20:22:20 (GMT)
Shannon Thorpe (sthorpe@bcifl.net)	Title	Yes	Page No.: 3	Finance Manager	08/05/2021 | 20:22:20 (GMT)
Shannon Thorpe (sthorpe@bcifl.net)	Signed Date	Yes	Page No.: 3	Aug 05,2021 | 16:22:20 (GMT -5:00)	08/05/2021 | 20:22:20 (GMT)
Terry Ottinger (terry.ottinger@usasolutions.com)	Signature	Yes	Page No.: 3	J Terry Ottinger Signed on Aug 06,2021 | 06:46:20 (GMT -8:00)	08/06/2021 | 12:46:21 (GMT)
Terry Ottinger (terry.ottinger@usasolutions.com)	Title	Yes	Page No.: 3	President	08/06/2021 | 12:46:21 (GMT)
Terry Ottinger (terry.ottinger@usasolutions.com)	Signed Date	Yes	Page No.: 3	Aug 06,2021 | 05:46:21 (GMT -8:00)	08/06/2021 | 12:46:21 (GMT)
Jenny McCollum (gleejs@jea.com)	Signature	Yes	Page No.: 3	JMcCollum Signed on Aug 08,2021 | 06:34:15 (GMT -8:00)	08/08/2021 | 13:34:16 (GMT)
Jenny McCollum (gleejs@jea.com)	Signed Date	Yes	Page No.: 3	Aug 08,2021 | 08:34:16 (GMT -8:00)	08/08/2021 | 13:34:16 (GMT)
Maurice Scarboro (scarm@jea.com)	Signature	Yes	Page No.: 3	Maurice Scarboro Signed on Aug 09,2021 | 07:38:28 (GMT -8:00)	08/09/2021 | 11:38:30 (GMT)
Maurice Scarboro (scarm@jea.com)	Signed Date	Yes	Page No.: 3	Aug 09,2021 | 07:38:30 (GMT -5:00)	08/09/2021 | 11:38:30 (GMT)

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- You may notify the sender by writing email to the sender of e-document that you do not wish to execute e-documents by applying electronic signatures.
- You may write email to the sender of e-document and ask the sender to provide print of the document for executing the same by applying wet signatures.
- You yourself may download the document from Certinal Application and print the same for executing it by applying wet signatures.

Any such action of yours by which you do not proceed to electronically sign e-documents shall be construed as withdrawal of your consent to electronically sign e-documents.

You may be required to pay to the sender for executing hard copy of the document through wet signatures needs to be settled between you and the sender. Certinal is not liable in any manner whatsoever related to any such cost if any incurred by you.

After withdrawal of such consent if at any time in future you again use the Certinal Application either to electronically sign the same document for which you had earlier withdrawn your consent or you use the Certinal Application to sign any other new document then by such act of yours you acknowledge that you are consenting to use Certinal Application for electronically signing e-documents.

Following are the system requirements for using Certinal Application.

System Requirements	
RAM Requirements	Minimum: 8GB Recommended: 16GB
Hard Disk Requirements	100GB
Supported Operating system	MAC OS X v11 or later and Windows 8, 10
Supported Browser	**Edge Chromium based browser Recommended* *Edge Version 81.0.416.58 +* *Firefox Version 75.0 +* *Chrome 78.0.3904.97 +*
System Resolution	1920*1080, 1024*768, 1152*864, 1366*768, 1440x900
Additional Hardware/Software Requirements	4 Cores (CPU)

Please note that Edge Chromium based browser, Firefox, and Chrome are evergreen browsers with automatic updates. Support is provided for two of their latest stable releases. The supported versions will change as and when they release a new version.

Following are the document formats supported for electronic signature.

PDF (.pdf)

Word (.doc and .docx)

Graphics (.tif, .jpg, .jpeg, .gif, .bmp, and .png)

You are required to have Acrobat® or similar software applications to view electronically signed document.

End of Report

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CONTRACT
BETWEEN
JEA
AND
UNITED SECURITY ALLIANCE, INC.
JEA CONTRACT # JEA10294 / 194569

THIS CONTRACT is made and entered into as of the _____ day of January, 2021 (the "**Effective Date**") by and between **JEA**, a body politic and corporate in the City of Jacksonville, Florida ("**JEA**",) and, **UNITED SECURITY ALLIANCE, INC.**, a Delaware corporation authorized to conduct business in the state of Florida with its principal address at 9008 BRITTANY WAY, Tampa, Florida, 33619-4303, United States ("**Company**").

WHEREAS, JEA issued Solicitation 075-20 for Repair and Installation of Video Surveillance Systems, as amended by Addendum Number One dated October 22, 2020, Addendum Number Two dated October 26, 2020, Addendum Number Three dated October 30, 2020, Addendum Number Four dated November 4, 2020, and Addendum Five dated November 5, 2020 (the "**IFB**"); and

WHEREAS, based on Company's bid submitted in response to the IFB (the "**Bid**"), on December 17, 2020, JEA's Awards Committee awarded a contract to Company to provide Repair and Installation of Video Surveillance Systems services to JEA as described in the IFB;

NOW THEREFORE, in consideration of the mutual covenants contained below, JEA and Company agree as follows:

1. **Recitals and Defined Terms**. The recitals set forth above are true and correct and incorporated in this Contract by reference. Capitalized terms used in this Contract without specific definition shall have the meanings given to them in the IFB.

2. **Engagement and Performance of Work**. JEA engages Company to perform the Work, and Company shall perform the Work in accordance with the terms and conditions of this Contract.

3. **Compensation**. JEA shall pay the Company for the Work in accordance with the terms of the IFB and the pricing attached to this Contract as **Exhibit A**.

4. **Maximum Indebtedness**. JEA's maximum indebtedness for all fees, costs, expenses and all other amounts payable under this Contract shall be a fixed monetary amount not-to-exceed SIX MILLION FOUR HUNDRED THOUSAND AND 00/100 DOLLARS ($6,400,000.00). All amounts payable under this Contract are contingent upon the existence of lawfully appropriated funds therefor.

5. **Term**. The term of this Contract shall commence on the Effective Date and shall continue for five (5) years, unless sooner terminated in accordance with the terms of the Solicitation. JEA shall have the right, in its sole discretion, to renew this Contract for up to one

(1) additional term of one (1) year. Certain provisions of this Contract may extend past termination including, but not limited to, Warranty and Indemnification provisions.

6. **Contract Documents**. This Contract consists of the following Contract Documents, as defined in the IFB, which documents are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have the order of precedence set forth in the IFB.

7. **Notices**. All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to JEA:

JEA
21 W. Church Street
Jacksonville, Florida 32202
Attn: Matthew Summer

and to:

JEA
21 W. Church Street, CC-6
Jacksonville, Florida 32202
Attn: Heather Beard, Procurement Contract Administration

As to the Company:

United Security Alliance, Inc.
9008 Brittany Way
Tampa, Florida 33619-4303
Attn: Ann Ottinger

8. **Authority**. Company represents and warrants to JEA that Company has full right and authority to execute and perform its obligations under this Contract, and Company and the person(s) signing this Contract on Company's behalf represent and warrant to JEA that such person(s) are duly authorized to execute this Contract on Company's behalf without further consent or approval by anyone. Company shall deliver to JEA promptly upon request all documents reasonably requested by JEA to evidence such authority.

9. **Entire Agreement**. This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the Company. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Company may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to JEA (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Company acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

10. **Amendments**. 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 to this Contract.

11. **Counterparts**. This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on JEA and Company with the same effect as if original signatures had been exchanged.

IN WITNESS WHEREOF, JEA and Company have duly executed this Contract as of the Effective Date.

SIGNATURES TO FOLLOW

JEA
Signature:
DocuSigned by:
Maurice Scarboro
B9741300C7734B8

Email: scarm@jea.com
Name: Maurice Scarboro
Title: Contracts Associate
Date: 1/26/2021

UNITED SECURITY ALLIANCE INC
Signature:
DocuSigned by:
Ann Ottinger
43B88FFD7048444

Email: ANN OTTINGER@USASOLUTI ONS COM
Name: ANN OTTINGER
Title: PROCUREMENT
Date: 1/21/2021

Office of General Counsel
Signature:
DocuSigned by:
David Migut
8D73995766D34AE

Email: dmigut@coj net
Name: David Migut
Title: Assistant General Counsel
Date: 1/29/2021

JEA
Signature:
DocuSigned by:
JGMcCollum
09EDC8328F52427

Email: gleejs@jea com
Name: Jennifer McCollum
Title: Director, Procurement Services
Date: 1/29/2021

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EXHIBIT A

APPENDIX B
BID FORM FOR SOLICITATION 075-20

REPAIR AND INSTALLATION OF VIDEO SURVELLIANCE SYSTEMS

The Bidder shall submit one original set of Bid Documents. Bids/Responses will only be accepted electronically via link provided. Please use the REQUEST A SUBMISSION LINK on the Formal Procurement Opportunities page of JEA.com to receive a unique, password-protected link. An automated, detailed auditing system provides sealed bid integrity. To ensure the link is received in a timely manner, link requests should be made by 5:00 p.m. on the Friday prior to the bid due date. JEA will not accept Bid Document files transmitted via email.

Company Name: United Security Alliance, Inc

Company's Address: 9008 Brittany Way, Tampa, FL 33619

State of Florida General Contractor's License Number: EF0000803

Phone Number: 813.620.0505 FAX No: 813.622.6992 Email Address: Bids@USASolutions.com

BID SECURITY REQUIREMENTS
- [x] None required
- [ ] Certified Check or Bond (Five Percent (5%))

TERM OF CONTRACT
- [ ] One Time Purchase
- [x] Other. Specify – 5 yrs, w/ 1 optional renewal
- [ ] Annual Requirements

SAMPLE REQUIREMENTS
- [x] None required
- [ ] Samples required prior to Bid Opening
- [ ] Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND
- [x] None required
- [ ] Bond required 100% of Bid Award

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

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS
- [ ] 1% 20, net 30
- [ ] 2% 10, net 30
- [ ] 3% 5, net 30
- [ ] Other
- [x] None Offered

#	ENTER YOUR BID FOR THE IFB 075-20 SERVICES	BID PRICE
1	BID WORKBOOK LABOR RATES TOTAL	$ 4,420,000.00
2	BID WORKBOOK MATERIALS RATES TOTAL	$ 7,449,606.05
	TOTAL BID PRICE (Sum of Lines 1 through 2 above)	$ 11,869,606.05

Contractor's Mark-Up - Mark-Up percentage will only be used for task orders issued by JPA/JTA, where the Davis Bacon Act applies, for federally funded projects. The mark-up percentages shall include all associated cost over and above local Davis Bacon prevailing wages and mandatory fringe benefits.

Overhead and Profit	RATE
Contractor's Mark-Up	% 84

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APPENDIX B
BID FORM FOR SOLICITATION 075-20

REPAIR AND INSTALLATION OF VIDEO SURVELLIANCE SYSTEMS
BIDDER'S CERTIFICATION

By submitting this Bid, the Bidder 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 Bidder'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 contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation, and that the Bidder is an authorized distributor or manufacturer of the equipment that meets the Technical Specifications stated herein.

We have received addenda 1 through 5

11/24/2020

Handwritten Signature of Authorized Officer of Company or Agent — Date

Luis Carmona, Vice President of Technology

Printed Name and Title

075-20 - REPAIR AND INSTALLATION OF VIDEO SURVEILLANCE SYSTEMS APPENDIX B BID FORM

Company: United Security Alliance, Inc.
Contact: Luis Carmona, VP of Technology
Phone No.: (813) 620-0505

1. Labor Rates – Labor used for the repair and installation of the video surveillance system will be provided by the contractor. Quantities

LABOR TYPE	LABOR FUNCTION	SERVICE	RATE	QTY	TOTAL
Project Management	Responsible for the account management, documentation, scheduling, programming, etc.	SR	$ 60.00	7000	$ 420,000.00
System Software Administrator	Responsible for software programming, updating, development, etc.	SR	$ 60.00	7000	$ 420,000.00
		ER	$ 75.00	2000	$ 150,000.00
Technician Working Foreman	Responsible for the management of technicians, jobsite efforts, sign-offs, etc.	SR	$ 50.00	30000	$ 1,500,000.00
		ER	$ 62.50	4000	$ 250,000.00
Technician	Responsible for system testing, repairs, evaluations, wiring, etc.	SR	$ 48.00	30000	$ 1,440,000.00
		ER	$ 60.00	4000	$ 240,000.00
				UNIT	

GRAND TOTAL -TRANSFER TO BID FORM PAGE 1 OF 5 (SECTION #1): $ 4,420,000.00

SECTION #1 - Labor Rates

Company: o United Security Alliance, Inc.
Contact: o Luis Carmona, VP of Technology
Phone No.: o (813) 620-0505

2. Materials – All materials used for the installation and repairs of the video surveillance system will be provided by the contractor. The material pricing below should include all standard delivery shipping and handling charges. Quantities below are estimates for evaluation purposes and are not a

VENDOR	PART NO.	DESCRIPTION	UNIT	QTY	PRICE
ARMORLOGIX	AL272213N	ArmorLogix Field Enclosure w/Backplane 27" x 22" x 13"	$ 846.69	100	$ 84,669.00
GSI	10.68307	G-ST 3000+	$ 4,635.60	50	$ 231,780.00
GSI	4.21744	Rack Mount for Re_Porter and GeViScope	$ 41.40	50	$ 2,070.00
GSI	8.31150	License/GSC/IP-Cam	$ 109.50	750	$ 82,125.00
GSI	8.34340	G-Sim Channel Connect License	$ 154.80	750	$ 116,100.00
GSI	8.34345	G-Sim Channel Connect Failover License	$ 43.80	750	$ 32,850.00
GSI	5.36500US	HDD / 12TB / S-ATA-HT	$ 630.00	100	$ 63,000.00
GSI	8.31075	License/GSC/1TB	$ 0.01	300	$ 3.00
GSI	5.35464	Ethernet/1Gbps/PCI	$ 64.20	50	$ 3,210.00
GSI	5.35465	Ethernet/1Gbps/SERV/2x/PCI-E	$ 374.40	100	$ 37,440.00
GSI	5.35294	SER-4/PCI-E/CP-114EL	$ 406.80	35	$ 14,238.00
GSI	8.31060	License/GSC/View-10x	$ 0.01	100	$ 1.00
GSI	5.03730	EFD-4230 Full HD Dome Camera, 2.8-12mm, IR, IP66	$ 819.60	300	$ 245,880.00
GSI	5.04740	EBDA-004 Cap for Dome Cameras	$ 107.40	300	$ 32,220.00
GSI	5.04864	BWM-001 Wall Mount for Dome Cameras	$ 82.20	300	$ 24,660.00
GSI	5.03731	4MP Bullet Camera 3-9mm	$ 833.40	100	$ 83,340.00
GSI	5.03738	1080p 40X PTZ Camera	$ 2,182.20	25	$ 54,555.00
GSI	5.03727	4MP Box Camera	$ 627.60	300	$ 188,280.00
ORION	DC2000RTX1	2U Rackmounted UPS - 2000V	$ 1,265.00	50	$ 63,250.00
ORION	DC2000TX1EBM	External Battery Pack for DC2000RTX1	$ 589.56	50	$ 29,478.00
ORION	OPS-Rail Kit	UPS Rail Kit	$ 59.80	50	$ 2,990.00
BOSCH	NBN-63013-B	IP HD Fixed Camera	$ 498.09	200	$ 99,618.00
BOSCH	NDP-7512-Z30K	IP HD PTZ Camera w/ Housing	$ 2,462.32	100	$ 246,232.00
BOSCH	NDE-4502-A	Flexidome IP Camera	$ 449.65	100	$ 44,965.00
BOSCH	NDV-3502-F02	Flexidome IP Micro Camera	$ 182.61	100	$ 18,261.00
BOSCH	NDI-4502-A	Flexidome IP Indoor Camera	$ 407.76	100	$ 40,776.00
BOSCH	VG4-A-PA0	Wall Mount	$ 158.73	50	$ 7,936.50
BOSCH	VG4-A-9541	Pole Mount	$ 62.25	50	$ 3,112.50
TRANSITION	SM24TAT2SA	Managed PoE+ Switch, 24-port Gigabit PoE+, 2-port SFP	$ 634.89	100	$ 63,489.00
TRANSITION	SISTP1040-342-LRT	Unmanaged, Hardened Gb Switch, PoE+, 4+2 SFP	$ 330.70	100	$ 33,070.00
TRANSITION	TN-GLC-SX-MM	SFP, 1Gb, MM	$ 47.70	100	$ 4,770.00
TRANSITION	25105	Switch Power Supply, DIN, 48VDC, 120W	$ 221.99	100	$ 22,199.00
TRIPPLITE	B030-008-17-IP	1U KVM Console, 8-Port HDMI, 17", Remote Access	$ 2,553.97	100	$ 255,397.00
PELCO	EH-20M	Small Outdoor Enclosure	$ 132.92	400	$ 53,168.00
DITEK	DTK-WM4NETS	Wall Mount Sheilded Network Surge Protector	$ 121.37	250	$ 30,342.50

DITEK	DTK-8FF	8 Outlet Surge Power Strip	$ 19.54	100	$ 1,954.00
DITEK	DTK-2MHLP48BWB	Hybrid Modular Surge Protector - 48VDC	$ 66.82	350	$ 23,387.00
DITEK	DTK-RM24NETS	24 Port Rack Mount Surge Protection	$ 820.19	125	$ 102,523.75
DITEK	DTK-MRJPOE	1 Device Network Device Surge Protection for High PoE Devices	$ 51.82	150	$ 7,773.00
HOFFMAN	A24H24ALP	24X24X6 Enclosure	$ 611.57	50	$ 30,578.50
HOFFMAN	A24P24	24X24X6 Backplane	$ 82.22	100	$ 8,222.00
HOFFMAN	CPMK24	Pole Mount Brackets for Hoffman Enclosures	$ 246.58	250	$ 61,645.00
HOFFMAN	A664PHC	Junction Box; Polyester; Hinged, Clamp; Gray	$ 67.76	250	$ 16,940.00
GARRETTCOM	PES42P-1ST-48VDC+IPS42-AC/DC	Magnum PoE Edge Switch with Internal Power Supply	$ 1,336.57	250	$ 334,142.50

GARRETTCOM	CS14-ST-d	Converter Switch - (1) 100Mb Fiber, (2) 10/100 RJ45	$ 308.44	250	$ 77,110.00
GARRETTCOM	MC14-TR-PS9	Media Converter Rack Mount Tray with PS	$ 352.50	175	$ 61,687.50
MIDDLE ATLANTIC	DWR-18-32	Enclosure - Wall Mount	$ 711.30	35	$ 24,895.50
MIDDLE ATLANTIC	PFD-18	Plexi-Glass Door	$ 268.17	35	$ 9,385.95
MIDDLE ATLANTIC	DWR-FK32	Fan Kit	$ 142.58	35	$ 4,990.30
MIDDLE ATLANTIC	DWR-RR18	Rear Rack Rails	$ 48.20	35	$ 1,687.00
MIDDLE ATLANTIC	PD-815SC	Power Strip	$ 101.15	35	$ 3,540.25
MIDDLE ATLANTIC	MRK-4431-DVR	Floor Mount Cabinet, Complete Kit	$ 3,032.01	50	$ 151,600.50
MIDDLE ATLANTIC	MV-RR44	Rear Rack Rails	$ 102.51	50	$ 5,125.50
CORNING	SPH-01P	Fiber Optic LIU - Wall Mount	$ 60.02	350	$ 21,007.00
CORNING	CCH-CP06-15T	Fiber Optic Terminal Inserts	$ 37.52	350	$ 13,132.00
CORNING	95-000-50	Fiber Optic ST Unicam 62.5 µm Multimode Connectors	$ 11.37	2000	$ 22,740.00
CORNING	CCH-03U	Rack Mounted Fiber Optic LIU	$ 291.91	175	$ 51,084.25
SAMSUNG	LCD1U17-15N	Samsung Keyboard/Monitor Combo - Shallow Depth	$ 909.60	50	$ 45,480.00
AXIS	01337-001	2N Helios IP Force - 1 Button/Camera/10W Speaker	$ 1,115.08	100	$ 111,508.00
AXIS	01377-001	2N Helios IP License - Enhanced Video	$ 84.06	100	$ 8,406.00
CABLE	Cable	CAT5e Cable - Plenum (1000' FT)	$ 162.75	150	$ 24,412.50
CABLE	Cable	CAT5e Cable - PVC (1000' FT)	$ 98.99	120	$ 11,878.80
CABLE	Cable	CAT5e Cable - Wet Location (1000' FT)	$ 201.60	75	$ 15,120.00
CABLE	Cable	6-CT MM Fiber Optic Cable – Riser (1000' FT)	$ 882.00	55	$ 48,510.00
CABLE	Cable	6-CT MM Fiber Optic Cable – Wet Location (1000' FT)	$ 1,050.00	60	$ 63,000.00
CABLE	FIBER PATCH	ST/MTRJ MM 3 Meter	$ 15.00	250	$ 3,750.00
CABLE	FIBER PATCH	ST/ST MM 3 Meter	$ 13.23	250	$ 3,307.50
CABLE	FIBER PATCH	ST/LC MM 3 Meter	$ 14.38	250	$ 3,595.00
AXIS	M3065-V	Mini Fixed Dome,indoor	$ 230.74	100	$ 23,074.00
AXIS	M3058-PLVE	Panoramic/Fisheye, indoor / outdoor	$ 720.95	150	$ 108,142.50
AXIS	M5525-E	10x PTZ, indoor	$ 848.33	100	$ 84,833.00
AXIS	F1035-E	ATM Fisheye, indoor / outdoor	$ 228.44	100	$ 22,844.00
AXIS	P1245	ATM Fisheye, indoor / outdoor	$ 287.88	150	$ 43,182.00
AXIS	P3717-PLE	Quad Sensor with 360 IR – 1080P model, indoor / outdoor	$ 1,146.03	200	$ 229,210.00
AXIS	P3719-PLE	AXIS P3719-PLE Quad Sensor in 2K, indoor / outdoor	$ 1,371.55	100	$ 137,155.00
AXIS	P3807-PVE	Multi Sensor Seamless, indoor / outdoor	$ 1,157.11	100	$ 115,711.00

AXIS	Q6010-E	Quad Sensor, Capable of MK II PTZ attachment, indoor / outdoor	$ 1,351.25	100	$ 135,125.00
AXIS	Q3708-PVE	180 Triple Sensor, indoor / outdoor	$ 1,345.76	100	$ 134,576.00
AXIS	Q6155-E	32x PTZ, indoor / outdoor	$ 2,546.68	100	$ 254,668.00
AXIS	Q1615-E MK II	Rugged Fixed / 1080p, indoor / outdoor	$ 1,103.58	150	$ 165,537.00
AXIS	P9106-V	Corner Mount, indoor	$ 556.68	100	$ 55,668.00
AXIS	P3935-LR	Fixed Mini Dome, indoor and vehicle mountable	$ 499.44	100	$ 49,944.00
AXIS	P1448-LE	4K Fixed Camera	$ 805.87	100	$ 80,587.00
AXIS	Q3515-LV	Fixed Dome	$ 720.95	100	$ 72,095.00
AXIS	Q1942-E	Thermal Network Camera, fixed	$ 4,230.00	100	$ 423,000.00
AXIS	Q6215-LE	Dual 30x PTZ and IR camera	$ 2,966.88	25	$ 74,172.00
AXIS	A8105-E	Network video Door station, intercom, camera	$ 678.50	50	$ 33,925.00
AXIS	A8004-VE	Network video Door station, intercom, camera	$ 1,060.62	50	$ 53,031.00
AXIS	A8207-VE MkII	Network Video Door station , intercom, camera, reader	$ 1,188.00	50	$ 59,400.00
AXIS	01208-001	2N SIP Microphone	$ 942.67	50	$ 47,133.50
AXIS	C1004-E	Network Cabinet Speaker	$ 466.20	50	$ 23,310.00
AXIS	C1310-E	Network Horn Speaker	$ 423.75	50	$ 21,187.50
AXIS	C1410	Network Mini Speaker	$ 253.91	50	$ 12,695.50
AXIS	C2005	Network Ceiling Speaker	$ 338.83	50	$ 16,941.50
AXIS	C8210	Network Audio Amplifier	$ 338.83	50	$ 16,941.50
AXIS	T8134	Single Port 60 Watt Midspan	$ 126.59	150	$ 18,988.50
AXIS	F34 MAIN UNIT	4 Port ATM Style Camera Main Unit	$ 341.93	50	$ 17,096.50
AXIS	0333-608	Perimeter Defense E-License	$ 256.47	50	$ 12,823.50
AXIS	01147-071	Tailgating Detector E-License	$ 367.98	50	$ 18,399.00
AXIS	01147-081	Direction Detector E-License	$ 367.98	50	$ 18,399.00
AXIS	01147-091	Random Selector E-License	$ 367.98	50	$ 18,399.00
AMERICAN DYNAMICS	SSA -ADVS1SSA	Annual SSA Renewal	$ 122.68	5	$ 613.40
AMERICAN DYNAMICS	LICENSE -ADVC VCRECSURV	Victor Client Professional License	$ 215.74	25	$ 5,393.50
AMERICAN DYNAMICS	LICENSE - ADVEC01	VideoEdge IP License	$ 188.33	400	$ 75,332.00
LAN POWER	LP-2590	90 Watt Single Port PoE Injector	$ 112.80	200	$ 22,560.00
LAN POWER	LP-2535	35 Watt Single Port PoE Injector	$ 50.39	200	$ 10,078.00
APC	SMT750RM2UNC	Rack Mount 750 Watt UPS - Nema 5-15 w/ Network Management Card and temperature probe	$ 1,018.02	70	$ 71,261.40
APC	SMT1500RM2UNC	Rack Mount 1500 Watt UPS - Nema 5-15 w/ Network Management Card and temperature probe	$ 1,371.44	15	$ 20,571.60
APC	SMT750	UPS 750 Watt - Nema 5-15 w/ Network Management Card and Temp Probe	$ 392.24	70	$ 27,456.80
APC	SMT1500NC	UPS 1500 Watt - Nema 5-15 w/ Network Management Card and Temp Probe	$ 1,179.44	15	$ 17,691.60
APC	AP9631	Network Management Card 2 w/ Environmental Monitoring	$ 534.86	70	$ 37,440.20
APC	AP9641	Network Management Card 3 w/ Environmental Monitoring	$ 519.44	70	$ 36,360.80
APC	APCRBC123	Replacement Batteries for SMT750RM2UNC	$ 67.20	100	$ 6,720.00
APC	APCRBC133	Replacement Batteries for SMT1500RM2UNC	$ 260.57	25	$ 6,514.25
APC	RBC48	Replacement Batteries for SMT750	$ 117.95	100	$ 11,795.00
APC	RBC7	Replacement Batteries for SMT1500NC	$ 194.75	25	$ 4,868.75
DDB Unlimited	SOD-302420	CCTV Enclosure	$ 1,240.00	125	$ 155,000.00

DDB Unlimited	F25-115T	110 Volt Dual Fan Kit w/ Thermostat	$ 172.80	125	$ 21,600.00
DDB Unlimited	ZZ-4SQUARE-P	Populated 4 Square Outlet	$ 52.50	125	$ 6,562.50
DDB Unlimited	CF-4-PSOD	Wall / Pole Mounting Brackets	$ 245.70	125	$ 30,712.50
DDB Unlimited	DB-175LH	Combination Locks	$ 40.50	125	$ 5,062.50
MEAN WELL	SDR-480-48	48 Volt Industrial Power Supply	$ 423.00	75	$ 31,725.00
MEAN WELL	SDR-240-48	48 Volt Industrial Power Supply	$ 384.75	150	$ 57,712.50
Panduit	DP24688TGY	24 Port Punchdown Patch Panel	$ 273.75	150	$ 41,062.50
UBIQUITI	NS-5AC	Nano Station 5Gz Wireless Bridge	$ 130.84	30	$ 3,925.20
Cisco	ie-2000u-16tc-gp	16 port industrial PoE network switch	$ 2,717.29	75	$ 203,796.75

MATERIAL SUBTOTAL: $ 7,199,606.05

OTHER MATERIAL MARKUP PERCENTAGE (NOT TO EXCEED 25%):	$ 200,000.00	25%	$ 250,000.00

GRAND TOTAL -TRANSFER TO BID FORM ITEM No. 2 Materials (SECTION #2): $ 7,449,606.05

ASSIGNMENT OF CONTRACT, CONSENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT OF CONTRACT, CONSENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment") is entered into this 15th day of July, 2021 (the "Effective Date") by and between **JEA**, a body politic and corporate ("JEA"), **UNITED SECURITY ALLIANCE, INC.**, a corporation existing under the laws of Delaware, authorized to perform business in the State of Florida, with its principal address located at 2915 N. Cole Rd, Boise, Idaho, 83704 ("Assignor") and **BCI INTEGRATED SOLUTIONS**, a Florida corporation with its principal address located at 9419 Corporate Lake Dr., Tampa, Florida 33634 ("Assignee").

WITNESSETH

WHEREAS, JEA and Assignor are parties to a contract (the "Contract") dated **December 15, 2020** (JEA Contract No. 194569) pursuant to which Assignor agrees to provide **"Repair and Installation of Video Surveillance Systems"** (the "Work" of "Services"); and

WHEREAS, Assignor wishes to assign the **"Repair and Installation of Video Surveillance Systems"** being provided in Duval County (the "Assigned Work") by Assignor under the Contract to Assignee, Assignee has agreed to assume these specific obligations of Assignor under the Contract, and JEA has agreed to consent to such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. JEA hereby consents to this Assignment and expressly agrees to continue to be bound by all of the terms and conditions of the Contract on and after the effective date of this Assignment.

2. The Parties agree that subsequent to this Assignment becoming effective, all Notices required or permitted to be sent to Assignee under the Contract shall be addressed as follows:

   BCI INTEGREATED SOLUTIONS
   9419 Corporate Lake Drive
   Tampa, Florida 33634

3. JEA's maximum indebtedness for all fees, costs, expenses and all other amounts payable for the Assigned Work under this Contract shall be a fixed monetary amount not-to-exceed **Five Million Four Hundred Seventy One Hundred Fifty The and 83/100 DOLLARS ($5,470,153.83)**, which is the remaining amount of JEA funds available under this Contract at the time of this Assignment. All amounts payable under this Contract are contingent upon the existence of lawfully appropriated funds therefore.

4. This Assignment and the rights and obligations of JEA, Assignor and Assignee shall be governed by and interpreted in accordance with the laws of the state of Florida and the venue for any dispute concerning this Assignment shall be brought in courts of appropriate jurisdiction located in Duval County, Florida.

5. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

6. This Assignment may be executed in multiple originals, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, JEA, Assignor and Assignee have executed this Assignment as of the day and year first above written.

SIGNATURES TO FOLLOW

ASSIGNOR: UNITED SECURITY ALLIANCE, INC.

UNITED SECURITY ALLIANCE, INC.
Signature:
J. Terry Ottinger
Signed on Aug 06,2021 | 05:46:20 (GMT -8:00)

Email: terry ottinger@usasolutions com
Name: Terry Ottinger
Title: President
Date: Aug 06,2021 | 05:46:20 (GMT -8:00)

ASSIGNEE: BCI INTEGREATED SOLUTIONS

BCI INTEGRATED SOLUTIONS
Signature:
Shannon Thorpe
Signed on Aug 05,2021 | 16:22:19 (GMT -5:00)

Email: sthorpe@bcifl net
Name: Shannon Thorpe
Title: Finance Manager
Date: Aug 05,2021 | 16:22:19 (GMT -5:00)

JEA

JEA
Signature:
Signed on Aug 08,2021 | 08:34:15 (GMT -6:00)

Email: gleejs@jea.com
Name: Jenny McCollum
Title: Director, Procurement Services
Date: Aug 08,2021 | 08:34:15 (GMT -6:00)

WITNESS

JEA
Signature:
Maurice Scarboro
Signed on Aug 09,2021 | 07:38:28 (GMT -5:00)

Email: scarm@jea com
Name: Maurice Scarboro
Title: Contracts Associate
Date: Aug 09,2021 | 07:38:28 (GMT -5:00)

SOLICITATION

FOR PARTICIPATION IN

REPAIR AND INSTALLATION OF VIDEO SURVEILLANCE SYSTEMS

FOR JEA, JTA AND JPA, JACKSONVILLE, FLORIDA

SOLICITATION NUMBER 075-20

MANDATORY PRE-BID MEETING: OCTOBER 16, 2020, at 1:00 PM
PRE-BID LOCATION: VIA WEBEX

https://jeameeting.webex.com

Meeting Number (access code): 172 846 3009
Meeting Password: znS2ExWPr74
Call in Number: 415-655-0001

Register for the Pre-Bid WebEx Meeting 48 hours prior to the meeting by clicking on the 'Receive Updates for this Solicitation' link at
https://www.jea.com/about/procurement/formal_procurement_opportunities/

BIDS DUE NO LATER THAN 12:00 P.M. OCTOBER 27, 2020

Bids/Responses will only be accepted electronically via link provided. Please use the REQUEST A SUBMISSION LINK on the Formal Procurement Opportunities page of JEA.com to receive a unique, password-protected link. An automated, detailed auditing system provides sealed bid integrity.

JEA WILL PUBLICLY OPEN ALL BIDS RECEIVED ON OCTOBER 27, 2020, AT 2:00 P.M. VIA WEBEX. INSTRUCTIONS FOR ATTENDING THE WEBEX MEETING MAY BE FOUND ON THE PROCUREMENT PAGE OF JEA.COM UNDER UPCOMING IMPORTANT DATES.

Bidders are required to execute a Non-Disclosure Agreement with JEA prior to receiving the full set of Bid drawings which contain Critical Infrastructure Compliance information. NDAs executed by the company can be submitted to: Rixlw@jea.com.

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SOLICITATION

1. SOLICITATION

1.1. SCOPE, BACKGROUND AND INVITATION

1.1.1. SCOPE OF WORK

The scope of this solicitation is to establish pricing from a qualified contractor for the procurement, installation, and maintenance of JEA video surveillance systems at various locations for JEA, the Jacksonville Port Authority (JPA) and the Jacksonville Transportation Authority (JTA) (collectively, the "Participating Agencies" or, individually, a "Participating Agency").

The work performed by the contractor consists of, but is not limited to, all materials, labor, supervision, tools, electronic parts, wiring, software, hardware and equipment necessary to provide installation, maintenance, adjustments, testing, replacement of parts, and emergency service as herein specified.

All maintenance & emergency call-back services rendered under this contract shall be performed by uniformed employees of the bidder and may NOT be subcontracted.

The JEA Security group employs video surveillance systems at multiple JEA properties. This equipment is enterprise level and structured into a network-based system. All installations of video surveillance equipment are completed in accordance with JEA Security Typical drawings and standard methodologies. The JEA Security group has standardized on the Geutebruck video surveillance solution and requires all video surveillance equipment to be fully compatible.

While mostly video surveillance system in nature, this agreement is not limited to labor type and equipment identified within the contract. This contract may be utilized to include some electrical, general construction, and other trades required to provide a complete and functional video surveillance system.

Service locations are primarily in Duval County with some sites in St Johns, Clay, and Nassau counties. Additional adjacent counties may be included upon mutual agreement of a Participating Agency and the successful Bidder. The work to be performed by the successful Bidder includes providing all labor, supervision, materials, tools and equipment necessary to perform the Work.

JEA, on behalf of the Participating Agencies, will issue and manage this Solicitation and make all administrative determinations concerning minimum qualifications, timeliness, responsiveness and all other aspects of administration of the Solicitation up to and including determining the lowest responsive and responsible Bidder.

A more detailed scope of work is located in Appendix A- Technical Specifications.

1.1.2. BACKGROUND:

JEA owns, operates and manages the electric system established by the City of Jacksonville, Florida in 1895. In June 1997, JEA also assumed operation of the water and sewer system previously managed by the City. JEA is Florida's largest municipally owned utility and the seventh largest municipal in the United States. JEA's electric system currently serves more than 420,000 customers in Jacksonville and parts of three adjacent counties. JEA's water system serves more than 300,000 water customers and 230,000 sewer customers, which is more than 80 percent of all water and sewer utility customers in our service area.

1.1.3. 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: Lynn W. Rix
E-mail: rixlw@jea.com

1.1.4. INVITATION TO BID

You are invited to bid on the Solicitation noted below:

JEA Solicitation Title: REPAIR AND INSTALLATION OF VIDEO SURVEILLANCE SYSTEMS

JEA Solicitation Number: 075-20

To obtain more information about this Solicitation:

Download a copy of the Solicitation and any required forms at jea.com.

Bid Due Time: 12:00 P.M. - ALL LATE BIDS WILL BE RETURNED UNOPENED
Bid Due Date: October 27, 2020

All Bids must reference the JEA Solicitation title and number noted above. All Bids must be made on the appropriate Bid forms as specified within this Solicitation, and clearly marked with form name when uploaded.

Bids are to only be delivered electronically via link provided. Please use the REQUEST A SUBMISSION LINK on the Formal Procurement Opportunities page of JEA.com to receive a unique, password-protected link. An automated, detailed auditing system provides sealed bid integrity. To ensure the link is received in a timely manner, link requests should be made by 5:00 p.m. on the Friday prior to the bid due date.

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

1.1.5. MANDATORY PRE-BID MEETING

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

Bidders shall be on time to the Pre-Bid meeting and Bidders must be present at the starting time of the meeting. Bidders not arriving on time for the meeting will have their Bids rejected and returned unopened.

PRE-BID MEETING TIME: 1:00 p.m.
PRE- BID MEETING DATE: October 16, 2020
PRE- BID LOCATION: Via WebEx

https://jeameeting.webex.com

Meeting Number (access code): 172 846 3009
Meeting Password: znS2ExWPr74
Call in Number: 415-655-0001

IT IS RECOMMENDED THAT BIDDERS JOIN THE PRE-BID MEETING FIFTEEN (15) MINUTES EARLY.

1.1.6. OPENING OF BIDS

All Bids shall be publicly opened, read aloud and recorded at 2:00 PM on October 27, 2020, **via WebEx. Instructions for the WebEx meeting may be found on the Procurement page at JEA.com under Upcoming Important Dates.**

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

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION

The Bidder shall have the following Minimum Qualifications to be considered eligible to submit a Bid in response to this Solicitation. **A Minimum Qualification Form is required to be submitted with the Bid Form. This Form is provided in Appendix B of this Solicitation.**

1. Bidder must show evidence of current status as Geutebruck Security authorized dealer. Vendor must provide a copy of an electronic message, or letter, from Geutebruck Security, Inc. (GSI) identifying current status as authorized dealer.

2. Bidder must have successfully completed three (3) video surveillance system projects, each valued at $50,000.00 or greater, and each incorporating Internet Protocol (IP) cameras, within the last five (5) years, ending July 31, 2020. The three (3) projects may be included in the same master contract so long as they are separate and distinct projects.

3. Bidder must have been successfully awarded, and completed the first year of, a video surveillance system service and repair contract involving an Enterprise Level system. An Enterprise Level System is defined as having greater than (100) cameras and (10) network video recorders. This contract must be valued at $50,000.00 or greater per year, and occur within the last five (5) years, ending July 31, 2020. This service contract may be subset of a master contract, provided it was a separate and distinct effort, and may only be used once on this bid form.

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

1.2.2. EVALUATION METHODOLOGY

1.2.2.1. BASIS OF AWARD - LOWEST BID

JEA will select the responsive and responsible Bidder whose Bid meets or exceeds the minimum qualifications set forth in this Solicitation and the Bidder's price represents the lowest cost to the Participating Agencies (the "Successful Bidder").

1.2.2.2. COMPETITIVE SEALED BIDDING (INVITATION FOR BIDS)

The Bidder shall submit its sealed Bid in response to this Solicitation no later than the Bid due date and time indicated herein. At the public opening of the Bids, the Bids from all Bidders will be publicly announced. After the public opening, JEA will subsequently review Bids to determine if they meet the minimum qualifications as stated in this Solicitation. JEA will Award the Contract to the lowest responsive and responsible Bidder whose Bid meets or exceeds the minimum qualifications, and whose Bid Price represents the lowest cost to JEA.

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

1.2.3. NUMBER OF CONTRACTS TO BE AWARDED

Each Participating Agency intends to Award one (1) Contract(s) for the Work to the Successful Bidder. JEA reserves the right to select more than one (1) Successful Bidder based on certain groupings of the Work items, or JEA may exclude certain Work items, if JEA determines that it is in the best interest of the Participating Agencies to do so.

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

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

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

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

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

All question and correspondence concerning the JSEB program should be addressed to the following contact:

Rita Scott
JEA JSEB Manager
(904) 665-6257

scotrl@jea.com

1.2.5. SAFETY QUALIFICATION REQUIREMENTS (IFB)

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

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

1.2.6. TIME

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

1.2.7. REQUIRED FORMS TO SUBMIT WITH BID

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

On behalf of the JTA for the requirement of the Buy America Certification and Certification Regarding Lobbying forms are required to be submitted with the supplier response. If the forms are not completed and returned, the response will be deemed non-responsive and removed from consideration for award.

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

- Bid Form (including acknowledgements of all addenda) - This form can be found in Appendix B.
- Bid Workbook (multiple tabs) – This form can be found in Appendix B.
- Minimum Qualifications Form - This form can be found in Appendix B.
- List of Subcontractors/Shop Fabricators (if any)

- Buy America Certification – This form can be found in Appendix C.
- Certification Regarding Lobbying – This form can be found in Appendix C.

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

JEA also requests the following documents to be submitted prior to execution of Contract. A Bid shall not be rejected if these forms are not submitted at the Bid Due Time and Date. However, failure to submit these documents at the time of Contract execution could result in Bid rejection.

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

1.3. GENERAL INSTRUCTIONS

1.3.1. ADDENDA

JEA may issue Addenda prior to the Bid opening date to revise, in whole or in part, or clarify the intent or requirements of the Solicitation. The Bidder shall be responsible for ensuring it has received all Addenda prior to submitting its Bid and shall acknowledge receipt of all Addenda by indicating where requested on the Bid Form. JEA will post all Addenda when issued online at jea.com. Bidders must obtain Addenda from the JEA website. All Addenda will become part of the Solicitation and any resulting Contract Documents. It is the responsibility of each Bidder to ensure it has received and incorporated all Addenda into its Bid. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Bid.

1.3.2. COMPLETING THE BID DOCUMENTS

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

If a Unit is marked "optional" on the bid form, the Bidder may insert the words "No Bid" in the space provided if the Bidder does not choose to submit a price for that item. Failure to complete each blank with either a price or the words "No Bid" may disqualify the Bid. The Bidder may bid "$0" on an item Unit Price if the Bidder chooses to perform the work at no cost to JEA and the Bidder will be obligated to perform the work at no cost to JEA for the term of the Contract.

The Bidder, or its authorized agent or officer, shall sign the Bid Documents. Failure to sign the Bid Documents may disqualify the Bid. JEA-approved erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten signature of each person executing the Bid. Failure to authenticate changes may disqualify the Bid. JEA may disqualify any Bids that deviate from the requirements of this Solicitation, and those that include unapproved exceptions, amendments, or erasures.

1.3.3. SUBMITTING THE BID DOCUMENTS

The Bidder shall submit one original set of Bid Documents and two duplicates of the original Bid Documents. It is encouraged that all submitters include an electronic version with their hardcopy submittal.

JEA will not accept Bid Document files transmitted via email. If electronic copies of the Bid Form are submitted, they must be submitted on CD with the hardcopies of the Bid.

1.3.4. CALCULATION OF THE BID PRICE

JEA will use the Bidder's Total Bid Price stated on the Bid Form when making price comparisons for Award purposes.

1.3.5. CONTRACT EXECUTION AND START OF WORK

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

Upon a Participating Agency's receipt of the executed Contract, certificate of insurance, and recorded Payment and Performance bonds (if applicable), the Participating Agency will issue a PO, in writing and signed by an authorized representative as acceptance of the Proposal or Bid and authorization for the Company to proceed with the Work, unless otherwise stated in the Contract or PO.

1.3.6. EX PARTE COMMUNICATION

Ex Parte Communication is strictly prohibited. Ex Parte Communication is defined as any inappropriate communication concerning a Solicitation between a firm submitting a Bid and a JEA representative during the time in which the Solicitation is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of Solicitation in which a Bidder becomes privy to information not

available to the other Bidders. Social contact between Bidders and JEA representatives should be kept to an absolute minimum during the solicitation process.

Failure to adhere to this policy will disqualify the noncompliant Company's Bid. Any questions or clarifications concerning a Solicitation 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 Bidders.

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

1.3.7. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.3.8. PROHIBITION AGAINST CONTINGENT FEES

The Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Bidder, to solicit or secure a contract with the Participating Agencies, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or making of the Contract. If a breach or violation of these provisions occurs, a Participating Agency shall have the right to terminate the Contract without liability, and at its discretion deduct from the Contract Price the costs associated with the termination, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

1.3.9. RESERVATIONS OF RIGHTS TO JEA

The Solicitation provides potential Bidders with information to enable them to submit written offers. The Solicitation is not a contractual offer or commitment by JEA to purchase products or services.

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

JEA reserves the right to reject any or all Bids, or any part thereof, and/or to waive informalities if such action is in its best interest. JEA may reject any Bids that it deems incomplete, obscure or irregular including, but not limited to, Bids that omit a price on any one or more items for which prices are required, Bids that omit Unit Prices if Unit Prices are required, Bids for which JEA determines that the Bid is unbalanced, Bids that offer equal items when the option to do so has not been stated, Bids that fail to include a Bid Bond, where one is required, and Bids from Bidders 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 Solicitation at its discretion.

JEA reserves the right to cancel or change the date and time announced for opening of Bids at any time prior to the time announced for the opening of Bids. 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 Solicitations were issued. JEA may award multiple or split Contracts if it is deemed to be in the Participating Agencies' best interest.

1.3.10. ETHICS (IFB)

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

The Bidder shall submit only one (1) Bid in response to this Solicitation. If JEA has reasonable cause to believe the Bidder has submitted more than one (1) Bid for the same Work, other than as a Subcontractor or sub-supplier, JEA shall disqualify the Bid and may pursue debarment actions.

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

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

JEA shall reject Bids from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Bidder listed on the Convicted Vendor list for any

transaction exceeding $35,000 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list.

If the Bidder violates any requirement of this Section 1.3.10, the Bid may be rejected and JEA may debar offending companies and persons.

1.3.11. MATHEMATICAL ERRORS

In the event of a mathematical error in calculating the prices entered on the Bid Form or in the addition or subtraction of a total for any Bid Price, the Unit Prices will prevail. The corrected Bid Price utilizing the Unit Prices will be used to determine if the Company is Awarded the Work. Subsequently, the Unit Prices will be used throughout the term of the Contract.

1.3.12. MODIFICATION OR WITHDRAWAL OF BIDS

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

1.3.13. AVAILABILITY OF BIDS AFTER BID OPENING

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

1.3.14. PROTEST OF BIDDING AND AWARD PROCESS

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

1.3.15. SHIPPING, FREIGHT, AND TRAVEL--F.O.B. DESTINATION

The Bidder shall include the price for travel, shipment of materials and equipment in its pricing shown on the Bid Documents unless otherwise stated on the Bid Documents.

1.3.16. SUBCONTRACTORS

The Bidder shall list the names of all Subcontractors and sub-suppliers/shop fabricators that it plans to utilize for the performance of the Work. The Subcontractors shall be listed on the Subcontractors Form which is available at jea.com. Failure to submit this form with the Bid

shall result in the rejection of Company's Bid. The Company shall not use Subcontractors and sub-suppliers/shop fabricators other than those shown on the Subcontractor form unless it shows good cause and obtains a Participating Agency's Representative's prior written consent. In cases where the Subcontractor or sub-supplier/shop fabricator is a JSEB firm, the City of Jacksonville Ombudsman will review the substitution request, and make a written recommendation prior to the Participating Agency's Representative's written consent.

If the Bidder plans to use Subcontractors or sub-supplier/shop fabricators to perform over fifty percent (50%) of the Work, the Bidder shall obtain JEA's approval at least five (5) days prior to the Bid Due Date. Failure to obtain JEA approval will disqualify the Bidder and result in rejection of Bidder's Bid.

1.3.17. CERTIFICATION AND REPRESENTATIONS OF THE BIDDER
By signing and submitting a Bid, the Bidder certifies and represents as follows:

A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of this Solicitation prior to submitting its Bid. Where the Bidder visits sites, no Work or other disturbance is to be performed while at the site without written permission by JEA in advance of the site visit. The Bidder shall comply with all safety requirements described in the Solicitation and shall be prepared to show proof of a minimum of $1 million of general liability insurance.

B. That every aspect of its submitted Bid, including the Bid Price and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of 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 Bid Document is a duly authorized agent or officer of the Bidder's Company. Bids submitted by a corporation must be executed in the corporate name by the President or Vice President whose title must appear under the signature. If an individual other than the President or Vice President signs the bid, satisfactory evidence of the individual's signatory authority may be requested by JEA. If the bid is submitted by a partnership, the bid must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the bid, satisfactory evidence of the individual's signatory authority may be requested by JEA. Additionally, 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 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 Bidder also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Bidder shall immediately notify JEA of status change.

E. That Bidder has read, understands and will comply with the Section titled Ethics of this Solicitation

1.3.19. PUBLIC RECORDS AND SUNSHINE LAW

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 Solicitation are public records and available for public inspection unless specifically exempt by law.

A. Redacted Submissions

If a Bidder believes that any portion of the documents, data or records submitted in response to this Solicitation are exempt from Florida's Public Records Laws, Bidder 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 Bidder's name, and shall be clearly titled "Redacted Copy." Bidder should only redact those portions of records that Bidder claims are specifically exempt from disclosure under Florida's Public Records Laws. If Bidder 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 Bidder that such an assertion has been made. It is Bidder'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 Bidder's redacted information under legal process, JEA shall give Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). Bidder 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, Bidder agrees to 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 Bidder's determination that the redacted portions of its response to this Solicitation are not subject to disclosure.

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, the applicable Special Terms and Conditions provided in Appendix C and the Technical Specifications provided in Appendix A. The Company acknowledges and agrees that (i) each Participating Agency shall enter into a separate contract with the Company for the provision of services to that Participating Agency and (ii) no Participating Agency shall have any liability whatsoever for any claims arising in connection with services provided by the Company to another Participating Agency.

2.2. DEFINITIONS

2.2.1. DEFINITIONS

Words and terms defined in this section shall have the same meaning throughout all parts of the Solicitation and Contract Documents. Where intended to convey the meaning consistent with that set forth in its Definitions contained herein, a defined word or term is marked by capitalization. The "Technical Specifications" portion of this document 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

A Participating Agency's written notice by the Contract Administrator to the Company that all Work as specified for a given service or repair has been completed to the Participating Agency's satisfaction. If Company does not receive a written notice within sixty (60) days from completion of the service, the service will be deemed Accepted. Approval or recognition of the Company meeting a milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance is only applicable to the entirety of Work as specified in the Contract. Acceptance does not in any way limit a Participating Agency's rights under the Contract or applicable laws, rules and regulations.

2.2.3. 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.

2.2.4. ANNIVERSARY DATE

The twelve (12) month period beginning on the date of 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 a Participating Agency's Awards Committee (or equivalent body) that the procurement process for the purchase of the Work was in accordance with the Participating

Agency's Procurement Code and Florida Statutes. Once an Award is approved, the Participating Agency will either issue a Purchase Order or execute a Contract with the successful Bidder.

2.2.6. BID DOCUMENTS

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

2.2.7. BID OR PROPOSAL

The document describing the Bidder's offer submitted in response to the Solicitation. Bid and Proposal shall be considered synonymous for the purpose of this Contract.

2.2.8. BID PRICE

The total dollar amount of the Bidder's offer including, but not limited to, all labor, materials, overheads, profits, bonding and insurance premiums, other expenses, and any and all other cost items incurred by the Bidder in successfully performing the Work or Services in accordance with the Contract Documents.

2.2.9. BIDDER OR PROPOSER

The respondent to this Solicitation. Bidder and Proposer shall be considered synonymous for the purpose of the Solicitation.

2.2.10. CONTRACT AMENDMENT/CHANGE ORDER

A written document issued after execution of a Contract to the Company signed by a Participating Agency and the Company, authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. Contract Amendments/Change Orders do not authorize expenditures greater than the monies encumbered by a Participating Agency, which is stated on the associated Purchase Order(s). An executed Contract Amendment/Change Order resolves all issues related to price and time for the Work included in the Contract Amendment/Change Order.

2.2.11. COMPANY

The legal person, firm, corporation or any other entity or business relationship with whom a Participating Agency 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.

2.2.12. COMPANY REPRESENTATIVE

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

2.2.13. 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.

2.2.14. CONTRACT

An agreement between a Participating Agency and the Company, signed by both parties, for the performance of the Work by the Company.

2.2.15. CONTRACT ADMINISTRATORS

The individual assigned by a Participating Agency 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 the Participating Agency in all matters regarding the Contract. The Contract Administrator may authorize a Participating Agency Representative in writing to make minor changes to the Work with the intent of preventing Work disruption.

2.2.16. CONTRACT DOCUMENTS

Contract Documents, also referred to as the "Contract" or "Agreement" means the executed Contract Document and any written Change Orders, amendments or Purchase Orders executed by a Participating Agency, and insurance and/or bonds as required by the Contract. The Contract Documents shall not be changed without an executed Contract Amendment or Change Order.

2.2.17. CONTRACT PRICE

The total amount payable to the Company under the Contract, as set forth in the Contract Documents. The Contract Price may also be referred to as the Maximum Indebtedness.

2.2.18. 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.

2.2.19. ENVIRONMENTAL REGULATIONS

All laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the

counties, the cities, or any other political subdivisions in which the Work Location is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over a Participating Agency, the Work Location, or the use of the Work Location, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials (as defined in this Contract) into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

2.2.20. HAZARDOUS MATERIALS

Any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. '9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. '6901 et. seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. '2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Licensed Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Licensed Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Licensed Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Licensed Property or adjacent property; or (C) which, if it emanated or migrated from the Licensed Property, could constitute a trespass.

2.2.21. 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.

2.2.22. INVOICE

A document seeking payment to Company from a Participating Agency 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 Participating Agency PO number, the amount payable, the payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents.

2.2.23. JEA
JEA, as an independent agency of the City of Jacksonville 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.

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

2.2.25. JTA
Jacksonville Transportation Authority (JTA), an agency of the State of Florida.

2.2.26. JPA
Jacksonville Port Authority (JPA), an independent agency of the City of Jacksonville.

2.2.27. PURCHASE ORDER (PO)
A Work authorization document issued by a Participating Agency's 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 Participating Agency 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.

2.2.28. SOLICITATION
The document (which may be electronic) issued by the JEA Procurement Department to solicit Bids or Proposals that includes, but is not limited to, the Bid Document, samples of documents and Addenda.

2.2.29. SUBCONTRACTOR
A provider of services performing Work under contract for 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 Bidder's charges, rounded to the nearest cent, to JEA for the performance of each respective unit of Work as defined on the Bid Documents for all items required for successfully performing the Work.

2.2.32. WORK LOCATION (DEFINITION)

The place or places where the Work is performed, excluding the properties of the Company and/or the Subcontractor(s).

2.2.33. 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.

3. CONTRACT DOCUMENTS

3.1. ORDER OF PRECEDENCE

The Contract shall consist of a Participating Agency's Contract and/or Purchase Order together with the Solicitation including, but not limited to, the executed Bid Document(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 the Participating Agency 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 a Participating Agency, all such Work performed is at the sole risk of the Company. Each Participating Agency will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- Executed Change Orders / Amendments
- Executed Contract Document
- Supplemental Conditions of Contract
- General Conditions of Contract
- Purchase Order
- Drawings
- Exhibits and Attachments
- Technical Specifications
- Addenda to JEA Solicitation

- JEA Solicitation
- Bid Documents
- References

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

3.2. PRICE AND PAYMENTS

3.2.1. PAYMENTS

3.2.1.1. PAYMENT METHOD – T&M

Company shall invoice the applicable Participating Agency upon successful completion of an individual service. The Participating Agency shall remit payment once it has verified the Company has successfully completed the repairs or services for that Participating Agency.

For all work that is performed on a time and materials basis, the Company shall provide evidence (receipts) of cost information and mark-ups applied to demonstrate compliance with the Bidder rates executed in the contract. Failure to provide may result in invoice rejection and payment delays.

A Participating Agency may elect to make a partial payment or no payment if the Participating Agency determines, at its sole discretion, and after due consideration of relevant factors, that either all, or part of the Work being invoiced is not in accordance with the Contract Documents.

3.2.2. INVOICING AND PAYMENT TERMS

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

acctpaycustsrv@jea.com

Addresses for other Participating Agencies will be specified in the Contract with that Participating Agency.

Each Participating Agency 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.

If a Participating Agency rejects an Invoice, the Participating Agency will return the Invoice to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice, the Participating Agency will pay the Company the revised amount within ten (10) days.

A Participating Agency 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 a Participating Agency 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 the Participating Agency within ten (10) days of determination or written notice.

3.2.3. DISCOUNT PRICING

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

1% 20, net 30
2% 10. net 30
3% 5, net 30

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

3.2.4. 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.

3.2.5. COST SAVINGS PLAN

During the term of this Contract, each Participating Agency and Company are encouraged to identify ways to reduce the total cost to the Participating Agency related to the Work provided by the Company. Each Participating Agency 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 the Participating Agency and Company. The decision to accept any cost savings plan shall be in the

sole discretion of the Participating Agency, and the Participating Agency 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.

3.2.6. OFFSETS

In case the Company is in violation of any requirement of the Contract, a Participating Agency 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.

3.2.7. TAXES

Each Participating Agency 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.

3.2.8. WORK SCHEDULES

The Approved Schedule is referenced in the Technical Specifications attached to this Solicitation. If no schedule is provided, then the established schedule is based on working five (5) days per week, single shift, eight (8) hours per day or four (4) days per week, single shift, ten (10) hours per day. A Participating Agency may require the Company to base its schedule on an accelerated Work schedule or multiple shifts. The Company shall not schedule work on Holidays without obtaining prior written approval from the Participating Agency.

3.2.9. LABOR, EQUIPMENT, AND MATERIAL (L.E.M) UNIT PRICE

A Participating Agency may, during the course of the Contract, assign additional Work or Services for which Unit Prices were not included in the original Bid Form or Bid Workbook. If such an instance arises, the Company will submit a Unit Price L.E.M. bid for those units for the Participating Agency to review. Upon acceptance by the Participating Agency, the agreed upon prices(s) will become a L.E.M. Unit Price will be utilized in the Contract in the specification for its duration. Note, L.E.M. Unit Prices shall only be considered for Work or Services that are similar in scope covered by the Contract

3.3. WARRANTIES AND REPRESENTATIONS

3.3.1. WARRANTY

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the acts required of it hereunder, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound

The Company unconditionally warrants to each Participating Agency for a period of not less than ONE (1) year from the date of the Participating Agency's Acceptance or the Participating Agency's payment for the Work, whichever occurs earlier, that the Work furnished under the Contract, including but not limited to, materials, equipment, goods, workmanship, labor, services, and intellectual property, including derivative works shall be:

- Performed in a safe, professional and workman-like manner; and
- Free from Defects in design, material, and workmanship; and
- Fit for the use and purpose specified or referred to in the Contract; and
- Suitable for any other use or purpose as represented in writing by the Company; and
- In conformance with the Contract Documents; and
- Merchantable, new and of first-class quality.

The Company warrants that the Work shall conform to all applicable standards and regulations promulgated by Federal, state, local laws and regulations, standards boards, organizations of the Department of State, and adopted industry association standards.

Labor/Services:

At a Participating Agency's option, if the Company performs labor/services that fail to conform to the above mentioned warranties, the Participating Agency may correct the Defect at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time upon notice by the Participating Agency, or the Participating Agency may require the Company to correct the Work at its own cost. If Company fails to make the appropriate corrections within a reasonable time upon notice by the Participating Agency, the Participating Agency reserves the right to terminate the Contract for Default without providing Company a notice to cure.

Materials, Supplies or Goods:

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

Agency, Each Participating Agency reserves the right to terminate the Contract for Default without providing Company a notice to cure.

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

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

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

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

3.4. INSURANCE, INDEMNITY AND RISK OF LOSS

3.4.1. INSURANCE

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

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

Commercial General Liability
Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards

(XCU Coverage) as appropriate; Insurance Limits: $1,000,000 each occurrence, $2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

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

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

Company's Commercial General Liability, Excess or Umbrella Liability, and Professional 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, Florida Power & Light Company (FPL), Jacksonville Port Authority (JPA), and Jacksonville Transportation Authority (JTA) as an additional insureds 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, FPL, JPA, or JTA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, FPL, JPA, JTA, it's their 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 each Participating Agency. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to each Participating Agency for approval. Company's and its subcontractors' Certificates of Insurance for JEA shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139. Certificates of Insurance for other Participating Agencies shall be mailed to the address specified in the Contract for that Participating Agency.

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 the Participating Agency.

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Bidders for this Solicitation are considered "Subcontractors" under the direct

supervision of the Prime or General Contractor (herein referred to as "Company"). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of the Subcontractors' insurance requirements stated herein. Company shall submit subcontractors' certificates of insurance to each Participating Agency prior to allowing Subcontractors to perform Work on JEA's job sites.

3.4.2. INDEMNIFICATION

3.4.2.1. ENVIRONMENTAL INDEMNIFICATION

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

3.4.2.2. 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, Florida Power & Light Company (hereinafter referred to as FPL), Jacksonville Port Authority (JPA), and

Jacksonville Transportation Authority (JTA) 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 the 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. For purposes of this Indemnification, FPL has been included with JEA, as co-owner for their St. Johns River Power Park facility (hereinafter referred to SJRPP). The term "FPL" shall include its governing board, officers, employees, agents, successors and assigns. For purposes of this Indemnification, the term "JPA" shall mean Jacksonville Port Authority as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. For purposes of this Indemnification, the term "JTA" shall mean Jacksonville Transportation Authority 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 a Participating Agency upon Acceptance. The Company shall assume all risk of loss or damage to the Work while items are in transportation and/or in the Company's custody until such time that a Participating Agency issues written notice of Acceptance.

A Participating Agency's receipt or delivery of any equipment or other materials will not constitute JEA's Acceptance of the Work and will not constitute a waiver by the Participating Agency of any right, claim or remedy. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage until Acceptance by the Participating Agency.

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

3.5. TERM AND TERMINATION

3.5.1. TERM

3.5.1.1. TERM OF CONTRACT-DEFINED DATES

This Agreement shall commence on the effective date of the Contract, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for five (5) years, (the "Initial Term"), or until the Agreement's Maximum Indebtedness is reached, whichever occurs first. Each Participating Agency reserves the option to renew its Contract for an additional one (1), and one (1) additional year renewal period.

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

3.5.2. TERMINATION FOR CONVENIENCE

Each Participating Agency 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, the Participating Agency will pay the Company for all disbursements and expenses that the Company has incurred, or those for which it becomes obligated prior to receiving the Participating Agency'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 the Participating Agency may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by the Participating Agency.

No Participating Agency will have any 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.

3.5.3. TERMINATION FOR DEFAULT

A Participating Agency may give the Company written notice to discontinue all Work under its Contract in the event that:

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

- The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents.
- The Company attempts to willfully impose upon the Participating Agency items or workmanship that are, in the Participating Agency 's sole opinion, defective or of unacceptable quality.
- The Company breaches any of the representations or warranties;
- The Company is determined, in the Participating Agency 's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to the Participating Agency;
- Any material change in the financial or business condition of the Company.

If, within thirty (30) days after service of such notice upon the Company, an arrangement satisfactory to the Participating Agency has not been made by the Company for continuance of the Work, then the Participating Agency may declare Company to be in default of its Contract.

Once Company is declared to be in default, the Participating Agency 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 the Participating Agency upon notice of the expenses from the Participating Agency. The Participating Agency 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 the Participating Agency'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 the Participating Agency. In such a case, the Participating Agency may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

No Participating Agency has any 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.

No Participating Agency shall have any 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.

3.5.4. LICENSES

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

3.5.5. UNFORESEEN CONDITIONS

The Company understands and agrees that it is its responsibility to conduct due diligence prior to the Work. Such due diligence includes, but is not limited to, verifying all Work conditions, measurements, dimensions and latent and patent obstructions, the accuracy of drawings, test results, inspections and other informational materials provided in the Contract Documents, and any other causes for existing or potential changes to the Work prior to initiating the Work. In the event that the Work must be changed due to the Company's failure to fulfill the above requirements, the Company understands and agrees that it will be responsible for all costs associated with the changed condition.

In the event, however, that the Company exercises the requisite due diligence and a change to the Work becomes necessary resulting from conditions that are clearly unforeseen and that could not have been discovered, the costs for adjusting the Work in response to such unforeseen conditions shall be addressed in a Contract Amendment. Any Work the Company performs prior to receipt of an approved Contract Amendment will be at the Company's sole risk.

3.5.6. CRITICAL INFRASTRUCTURE PROTECTION (CIP)

Pursuant to federal regulations, JEA is required to implement Critical Infrastructure Protection (CIP) and comply with NERC/FERC reliability standards for identified assets (collectively the "Assets"). Assets can be defined as either physical or cyber that are essential for JEA to maintain the integrity of the bulk electric system. Therefore, a Company that requires access to the Assets shall require that each of its employees, who require unescorted access, apply for a JEA access badge through JEA's Security Department. Depending on which Assets a Company must access will determine the specific JEA training and/or criminal background check that will be required before an access badge can be issued. The Company will be responsible for all costs associated with any criminal background check and the employee labor required to complete the JEA provided training.

The language in the above paragraph shall also apply to Company's Subcontractors, and shall be included in Company's contracts with its Subcontractors for Work or Services to be performed at JEA.

JEA reserves the right to modify these terms if the applicable regulations change or additional regulations become applicable. JEA will provide sufficient notice in advance for Company to adapt the updated regulations.

3.5.7 JEA CONFIDENTIAL INFORMATION PROTECTION

JEA is a publicly owned utility and all official information sharing is governed by the Florida Sunshine Laws. However, certain information that could impact safe and secure operations may be exempt which includes information classified as confidential and protected under federal regulatory standards. Confidential information means any data or information that is propriety to the Parties and not generally known to the public, whether in tangible or intangible form, whenever or however disclosed, including but not limited to:

- Critical Infrastructure Information (CII) or Bulk Electric System Information (BCSI) or Security Sensitive Information (SSI) classified by JEA
- Protected Health Information in both physical and electronic form (PHI and ePHI)
- Personal Identifiable Information (PII)
- any protected, non-public information concerning the design or operation of present or future critical infrastructure;
- any information that could be used to compromise or expose the vulnerability of the Parties Cyber systems, processes, programs data, communications, energy and operations systems or structures;
- any Copyright application code, source code, technical design (not released for open use), trade secret, scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method:
- any computer software, source code. object code, flow charts or databases; and
- any other information that should reasonably be recognized as sensitive or confidential information of the Recipient or the disclosing party.

All Company employees, and subcontractors, whose scope of work requires access, logical or physical, that may expose them to confidential information may be required to complete a Non-Disclosure Agreement, criminal background check, and periodic reoccurring security training. The Company shall bear all costs associated with the background check and security training. JEA will be responsible for the identification of all requirements and providing the required security training.

3.5.8 JEA ACCESS BADGES

If the scope of work described in this Contract requires a Company to access JEA facilities and/or properties, the JEA contract manager will determine whether or not each impacted Company employee shall apply for a JEA access badge. This determination will be made based upon the business need and in accordance with the applicable JEA Security policies and procedures. Based upon the type of work being performed, JEA may also require the Company to provide a criminal background check on the employee prior to the issuance of the JEA access badge. JEA Security will provide all applicable standards and requirements for the background check All costs associated with the criminal background check are the responsibility of the Company. JEA does not allow Company employees to share JEA access badges.

Company employees issued an access badge are required to adhere to all JEA Security badge usage policies and procedures. A Company whose employees are found to be violating these, or any other JEA Security policies, may result in the Contract being terminated immediately for default.

In particular, JEA shall be notified within 24 hours of a lost or stolen JEA access badge or when an employee leaves the Company. The Company will bear any costs associated with issuance, and production, of any lost or stolen JEA access badge. The Company is required to report all badge loss, or termination, notifications to their respective JEA contract manager and JEA Security. JEA Security can be contacted at (904) 665-8200 or security@jea.com. Failure to report these items per the requirements may result in significant regulatory fines and penalties against JEA. The Company may be responsible for all costs associated with these charges and the company may receive a security violation which could result in the Contract being terminated for default.

The language in the above paragraphs shall also apply to Company's Subcontractors, and shall be included in Company's contracts with its Subcontractors for Work or Services to be performed at JEA.

3.6. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

3.6.1. CONFIDENTIALITY AND PUBLIC RECORD LAWS

Access to Public Records

All documents, data and other records received by a Participating Agency 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. A Participating Agency 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 a Participating Agency 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 the Participating Agency with a separate redacted copy of the documents, data or records (the "Redacted Copy"). The Redacted Copy shall contain the Participating Agency's Contract name and number, and shall be clearly titled "Redacted Copy". Bidder should only redact those portions of records that Bidder claims are specifically exempt from disclosure under Florida's Public Records Laws. If the Company fails to submit a redacted copy of documents, data or other records it claims is confidential, the Participating Agency is authorized to produce all documents, data and other records submitted to the Participating Agency 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, the Participating Agency will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, the Participating Agency 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 a Participating Agency becomes subject to a demand for discovery or disclosure of the redacted information under legal process, the Participating Agency 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 each Participating Agency 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 a Participating Agency as contemplated by subsection 119.011(2), Florida Statutes, the Company shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the Participating Agency in order to perform the service;

b) Provide the public with access to public records on the same terms and conditions that the Participating Agency 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;

c) 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

d) Meet all requirements for retaining public records and transfer, at no cost, to the Participating Agency 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 the Participating Agency in a format that is compatible with the information technology systems of the Participating Agency.

3.6.2. PROPRIETARY INFORMATION

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that a Participating Agency furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by a Participating Agency. The Company shall not use this information on another project. All information furnished by a Participating Agency will be returned to the Participating Agency upon completion of the Work.

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

3.7. LABOR

3.7.1. 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 each Participating Agency reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, the Company shall not be

required to produce, for inspection, records covering periods of time more than one year from the effective date of this Contract.

The Company shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:

- The provisions of Presidential Order 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.

3.7.2. LEGAL WORKFORCE

Each Participating Agency 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.

3.7.3. 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 years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded $250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January 1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low bid award. A "substantial and decision-making role" shall include duties and/or responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and

proposals; and (iii) approving and/or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two years from cessation from JEA employment.

3.7.4. 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 Agreement.

3.7.5. 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 a Participating Agency of any actual or potential labor dispute that may affect the Work and shall inform the Participating Agency of all actions it is taking to resolve the dispute.

3.7.6. JEA WORKPLACE TOBACCO USE POLICY

It is JEA's policy to maintain a healthy work environment and JEA's goal is to become a tobacco-free workplace. Therefore, JEA prohibits Company employees from using tobacco products while on JEA property or during the performance of JEA Work. JEA reserves the right to require Company to remove an employee who violates this policy from JEA property or JEA Work site upon notice from the JEA Representative.

3.8. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

3.8.1. COMPANY REPRESENTATIVES

Upon Contract execution and before starting the Work, the Company shall provide to the Participating Agency Contract Administrator in writing the name and responsibilities of the Company Representative. Should the Company need to change the Company Representative, the Company shall promptly notify the Participating Agency Contract Administrator in writing of the change.

3.8.2. 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. The Participating Agency will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order as appropriate if the Participating Agency is in agreement with the alleged conflict, and issue revised specifications. Any Work the

Company performs prior to receipt of an approved Contract Amendment will be at the Company's sole risk.

3.8.3. CONDITIONS OF PROVISIONING

The Company understands and agrees that it shall be solely responsible for providing everything necessary to perform the Work and to be in full compliance with the Contract Documents, except for those items specifically listed herein as being provided by the Participating Agency.

If Company's Scope of Work is to supply a Participating Agency with inventory items, 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.

Any use of Participating Agency furnished items on non- Participating Agency work is a breach of the Contract and a violation of the law. All Participating Agency furnished items are the property of the Participating Agency when issued, stored by Company, and used in performance of the Work. The Company agrees that it shall use all Participating Agency furnished items in a manner consistent with industry practice, codes, laws, considering the condition of the Participating Agency furnished item, the skills of the individuals using the Participating Agency furnished item, and all environmental conditions. The Company understands and agrees that where the Participating Agency and the Company shall share Participating Agency furnished items, Participating Agency usage shall always have priority over Company usage, and the Contract Administrator shall have sole authority to resolve any usage dispute and such resolution shall not result in any claim by Company.

The Company agrees to return to the Participating Agency, and to the location as established by a Participating Agency Representative, any unused or salvageable items prior to final payment. The Company agrees that the Participating Agency has the right to audit and investigate the Company at any time how the Company is using Participating Agency furnished items. The Participating Agency will bill the Company for unaccountable Participating Agency furnished material at the current Participating Agency cost.

3.8.4. EMERGENCY EVENTS

During the Term of this Contract, if a system-wide emergency arises, including, but not limited to, severe storms, large-scale fires, floods, and terrorist attacks, the Company acknowledges the importance of JEA infrastructure and agrees to support JEA with all its resources, skills and capabilities, to the maximum extent possible, in the restoration efforts of JEA. The Contract Administrator shall notify the Company when an emergency event occurs and the Company agrees to mobilize its full resources immediately. In the event conditions are such that an emergency event is likely to occur, but the Company has not been yet notified by the Contract Administrator. the Company shall make all efforts to contact a JEA Representative to determine if and how it should respond.

JEA agrees to reimburse the Company for its actual costs incurred, plus overhead and profit, the total not exceeding twelve percent (12%). JEA also agree to reimburse Company for any one-time expended cost incurred as a result of supporting JEA during the emergency event.

At the conclusion of the emergency event, the Company agrees to take back all excess items Company purchased as a result of the emergency event, to the extent that the items can be resold, and will provide JEA with a full credit or monetary refund.

3.8.5. SAFETY AND PROTECTION PRECAUTIONS

The Company shall comply with all applicable Federal, state and local laws, ordinances, all Participating Agency procedures and policies including, but not limited to, JEA's Contractor Safety Management Process (available at JEA.com), and orders of any public body having jurisdiction for the safety of persons or protection of property. **The Company understands and agrees that violation of any provision of this clause is grounds for immediate termination of the Contract for Default and the Company is responsible for all** Participating Agency **damages associated with such termination.**

The Company shall only use those Subcontractors who have met any applicable Participating Agency Safety Prequalification requirements per the Participating Agency's Contractor Safety Management Process. The Company shall ensure that Subcontractors and their personnel have all the necessary personal protective equipment and training needed to perform Work safely.

The Company understands and agrees that a Participating Agency Representatives may stop Work at any time that a Participating Agency, 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 Participating Agency 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 a Participating Agency 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 shall notify the police and fire departments as to its Work Location in order to ensure prompt response in an emergency.

3.8.6. STORM PREPAREDNESS

In the event of a Hurricane Warning, Tropical Storm Warning, or other large storm affecting the Work Location, the Company shall secure, or shall remove and store all equipment and materials at the Work Location including, but not limited to, cones, barricades, lights and signs. The Company shall begin taking such precautions as necessary to secure the Work Location upon official issuance of mandatory evacuation of the area of the Work Location and no later than twenty-four (24) hours prior to predicted arrival of tropical storm or hurricane force winds; or when notified by a Participating Agency Representative to do so. These activities are considered a regular part of the Work; regardless of the frequency they are required.

3.9. VENDOR PERFORMANCE EVALUATION

3.9.1. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard available online at JEA.com. Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Company's performance shall be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee or JEA contractor familiar with the performance of the Company. 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 Purchasing 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 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 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.

3.10. MISCELLANEOUS PROVISIONS

3.10.1. 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.

3.10.2. AMENDMENTS

This Contract may not be altered or amended except in writing, signed by an authorized Participating Agency representative Participating Agency and the Company Representative, or each of their duly authorized representatives.

3.10.3. APPLICABLE STATE LAW; VENUE; SEVERABILITY

The rights, obligations and remedies of the Parties as specified under the Agreement 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 Agreement 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 Agreement or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

3.10.4. 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.

3.10.5. DELAYS

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

3.10.6. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

3.10.7. EXPANDED DEFINITIONS

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

3.10.8. HEADINGS

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

3.10.9. LANGUAGE AND MEASUREMENTS

All communication between the Company and a Participating Agency, 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.

3.10.10. MEETINGS AND PUBLIC HEARINGS

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

3.10.11. NONEXCLUSIVE

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

3.10.12. 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.

3.10.13. 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 any Participating Agency or to assume or create any obligation or responsibility, express or implied, on a Participating Agency 's part or in a Participating Agency 's name, except as may be authorized by a Participating Agency 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 the Participating Agency under a separate written document.

3.10.14. 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.

3.10.15. 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 a Participating Agency's 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 a Participating Agency notifies the Company that the Participating Agency has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

3.10.16. SURVIVAL

The obligations of a Participating Agency 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.

3.10.17. 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 a Participating Agency, 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 a Participating Agency's Procurement department.

3.10.18. TIME OF ESSENCE

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

3.10.19. USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE

Where City of Jacksonville agencies' procurement codes allow use of Participating Agency contracts, the Company agrees to extend any pricing and other contractual terms to such agencies.

3.10.20. WAIVER OF CLAIMS

A delay or omission by a Participating Agency hereto to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by the Participating Agency 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 a Participating Agency's rights under the Contract: approval of payments, including final payment; Certificate of Contract Completion; any use of the Work by a Participating Agency; nor any correction of faulty or defective work by a Participating Agency.

3.10.21. 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 a Participating Agency to secure approval, validation or sale of bonds; inability of a Participating Agency 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.

4. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

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

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

- 075-20 Appendix A Technical Specification

5. FORMS

5.1. 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.

6. AGENCY TERMS AND CONDITIONS

6.1. AGENCY TERMS AND CONDITIONS (APPENDIX C)

The following special term and conditions are provided for each Participating Agency listed below. Where a Participating Agencies other than JEA issues a Purchase Order, the following terms and conditions listed below shall apply and be of a higher precedent than the terms and conditions in **Section 2 Terms and Conditions** of this Solicitation. Where the Participating Agency special terms and conditions, or other requirements, are not addressed, the terms and conditions found in Section 2 of this Solicitation shall apply.

In addition, where funding for a Purchase Order comes from a federal or state grant, all terms, conditions and requirements of such grant shall apply to, and be incorporated in, the Purchase Order.

Jacksonville Port Authority

- 075-20 Appendix C JAXPORT Documents

Jacksonville Transportation Authority

- 075-20 Appendix C Jacksonville Transportation Authority (JTA) Federal Clauses
- 075-20 Appendix C Jacksonville Transportation Authority (JTA) Forms Package

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/8/2021

APPROVED
By WVerdejo at 8:29 am, Nov 09, 2021

ON ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED LDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
300 N Cherapa Pl Ste 601
Sioux Falls SD 57103

CONTACT NAME: Kathy Begtrup, CPIW, CISR
PHONE (A/C, No, Ext): 605-339-3874 FAX (A/C, No):
E-MAIL ADDRESS: kathy.begtrup@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Company	10851
INSURER B : Charter Oak Fire Insurance Company	25615
INSURER C : Travelers Cas & Surety Co of America	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Midwest Alarm Co Inc
dba BCI Integrated Solutions
9501 Princess Palm Avenue
Tampa FL 33619

MIDWEALARM

COVERAGES

CERTIFICATE NUMBER: 2139965415

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU X $25 000BI/PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	51GL012788211	1/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	8105R1450842126G	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			51CC002546211	1/1/2021	1/1/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB5R1427032126G	1/1/2021	1/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A B	Errors & Omissions Liability Installation Floater; $1,000 Ded.			51GL012788211 QT6305R102902TIL21	1/1/2021 1/1/2021	1/1/2022 1/1/2022	General Liability Job Site Limit	Limits apply 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excluded from Workers Compensation: Marva L. McMillan
City of Jacksonville and JSO its members, officials, officers, employees and agents are Additional Insureds on a primary, non-contributory basis on the General Liability and Auto Liability if required by signed written contract executed prior to loss.
Waiver of Subrogation in favor of City of Jacksonville and JSO its members, officials, officers, employees and agents is afforded on the General Liability and Auto Liability if required by signed written contract executed prior to loss and where permitted by law.
City of Jacksonville and JSO its members, officials, officers, employees and agents are Loss Payees on the Installation Floater.

CERTIFICATE HOLDER

City of Jacksonville
117 W Duval St Ste 335
Jacksonville FL 32202-3381

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
S Mayer

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Baines, Deidra B.

From:	Verdejo Magras, Wanda <WVerdejo@coj.net> on behalf of RiskReview <RiskReview@coj.net>
Sent:	Tuesday, November 9, 2021 8:35 AM
To:	Baines, Deidra B.
Subject:	RE: UPDATED: REVISION NEEDED ON COI FOR :JSO-BCI Integrated Solutions-Computer Equipment Peripherals and Services-11521
Attachments:	APPROVED COI FOR JSO-BCI Integrated Solutions-Computer Equipment Peripherals and Services.pdf

******EXTERNAL EMAIL SOURCE******

This email was sent from a non-JSO account. Do not open any links or any attachments unless you trust the sender and know the content is safe.

Greetings,

Risk Management has approved the attached Certificate of Insurance for JSO-BCI Integrated Solutions-Computer Equipment Peripherals and Services

Risk Management has concluded the review unless you require additional assistance.

Please label all emails correspondence: Subject: JSO-BCI Integrated Solutions-Computer Equipment Peripherals and Services

NOTE: All emails sent to Wverdejo@coj.net **&** RiskReview@coj.net

Any further questions, please feel free to contact me.

Cordially,

Wanda Verdejo
Property and Casualty Compliance Administrator
for Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : 904-255-5314
New Cell : 904-489-5495