

Request for Qualifications
To Establish a Qualified Renters List to Supply
Rental Vehicles and Equipment



Jacksonville, FL

Solicitation Number 83994

Optional Pre-Qualifications Meeting on June 15, 2016, at 10:30 a.m.

Optional Pre-Qualifications Meeting Location: JEA Bid Office, Customer Center 1st Floor, Room 002

21 W. Church Street, Jacksonville, FL 32202

Responses are due on June 29, 2016 by 12:00 pm

Via email to Nathan Woyak at woyanj@jea.com

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Solicitation

1. REQUEST FOR QUALIFICATIONS (RFQ)

1.1. SCOPE OF WORK

The purpose of this Request for Qualifications (RFQ) is for JEA to establish a Qualified Renters List to establish Unit Prices and commercial terms for the rental of vehicles and equipment. The company (also referred to as "Respondent") must be able to supply vehicles and equipment on short notice, for specified periods of time, at the Unit Prices and terms. When a rental of Equipment is needed by JEA, a Purchase Order will be issued to the company referencing the terms of this Solicitation and Unit Prices stated in the company's Response.

For maximum safety and efficiency, JEA crews must have the right equipment and vehicles for each job. JEA's centralized Fleet Department currently maintains and manages over ninety vehicles and equipment classes. JEA intends to use the companies assigned to the Qualified Rental List when it is in the best interest of JEA to rent specialty or extra equipment. The Unit Prices and terms established pursuant to this Solicitation must also be available to the City of Jacksonville and its other independent agencies and political subdivisions and to the St. Johns River Power Park (SJRPP), which JEA co-owns with Florida Power and Light.

1.2. INVITATION

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

83994 JEA RENTAL VEHICLES AND EQUIPMENT

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

Responses Due Time: 12:00 pm

Responses Due Date: June 29, 2016

All Responses must reference the RFQ Title and RFQ Number noted above. All Responses must be made on the appropriate forms as specified within the RFQ and emailed to Nathan Woyak at woyanj@jea.com

1.3. OPTIONAL PRE-QUALIFICATIONS MEETING

There will be an Optional Pre-Qualification Meeting. All interested companies should attend this meeting but it is not required.

PRE-QUALIFICATION MEETING TIME: 10:30 am

PRE- QUALIFICATION MEETING DATE: June 15, 2016

PRE- QUALIFICATION LOCATION: JEA Customer Center Bid Office 21 W Church St Jacksonville, FL 32202

1.4. SUBMITTING RESPONSES

All Responses shall be submitted via email to Nathan Woyak at woyanj@jea.com by June 29, 2016 at 12:00pm

1.5. QUESTIONS REGARDING THE REQUEST FOR QUALIFICATIONS

For Procurement Related Questions:

Buyer: NATHAN WOYAK

E-mail: woyanj@jea.com

For Technical Questions:

Contact: BALEY BRUNELL

E-mail: brunbl@jea.com

1.6. SELECTION PROCESS

This RFQ is issued so that JEA can establish a "Qualified Renter's List" best capable of providing the requested rentals listed in Appendix B Response Rate Sheet. To be considered for the Qualified Renter's List, a Company must first show that it meets the Minimum Qualifications listed herein in Section 1.7 and attached hereto as Appendix B Minimum Qualification Form. Once JEA deems that the company meets the Minimum Qualifications it will be assigned to the Qualified Renters List. When a rental of Equipment is needed by JEA, a Purchase Order will be issued to the company referencing the terms of this Solicitation and Unit Prices stated in the company's Response.

1.7. MINIMUM QUALIFICATIONS- REQUEST FOR QUALIFICATIONS

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

- The Respondent must provide a vehicle and/or equipment rental inventory list showing its capability of providing each item and the Unit Prices for that item on Appendix B - Response Rate Sheet.
- The Respondent must acknowledge that once it is assigned to the JEA "Qualified Renter's List", the Respondent will agree to JEA's Contract commercial terms contained within this Request for Qualification (the "Contract Terms").

1.8. COMPLETING AND SUBMITTING THE RESPONSE

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

The Respondent shall submit the response via email to Nathan Woyak at woyanj@jea.com

1.9. REQUIRED FORMS TO BE SUBMITTED-REQUEST FOR QUALIFICATIONS

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

- o **Appendix B Minimum Qualification Form**
- o **Appendix B Response Rate Sheet**
- o **Vehicle or Equipment rental inventory list**

1.10. CONFLICT OF INTEREST

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

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

1.11. ETHICS-REQUEST FOR QUALIFICATIONS

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

The Respondent shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this RFQ by completing and submitting the Conflict of Interest Certificate Form found at jea.com. If JEA has reason to believe that collusion exists among the Respondents, JEA shall reject any and all Responses from the suspected Respondent and will proceed to debar Respondent from future JEA Awards in accordance with the JEA Procurement Code.

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

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Responses from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Company listed on the Convicted Vendor list for any transaction exceeding \$35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list.

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

1.12. EX PARTE COMMUNICATION-RFQ

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

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

1.13. QUESTIONS- REQUEST FOR QUALIFICATIONS

All questions regarding the RFQ must be submitted in writing to the JEA Buyer identified in this RFQ at least (5) five business days prior to the Response opening date.

1.14. RESERVATIONS OF RIGHTS (RFQ)

- A. This RFQ is not a contractual offer or commitment by JEA to purchase products or services.
- B. JEA reserves the right to reject any or all Responses, or any part thereof, and/or to waive informalities if such action is in its best interest. JEA may reject any Responses that it deems incomplete, obscure or irregular including and Responses from Companies who have previously failed to satisfactorily complete JEA Contracts of any nature or who have been scored by JEA as "Unacceptable" and as a result are temporarily barred from bidding additional JEA work.
- C. JEA reserves the right to cancel, postpone, modify, reissue and amend this RFQ at its discretion.

1.15. MODIFICATON OR WITHDRAWAL OF RESPONSES

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

1.16. AVAILABILITY OF RESPONSE PACKAGES

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

1.17. PROTEST OF REQUEST FOR QUALIFICATION PROCESS (RFQ)

Companies shall file any protests regarding this RFQ in writing, in accordance with the JEA Purchasing Code, as amended. The JEA Purchasing Code is available online at jea.com.

1.18. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY-RFQ

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

- A. That the individual signing the Minimum Qualification Form and Response Rate Sheet Form is a duly authorized agent or officer of the Respondent. Responses submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Minimum Qualification Form and Response Rate Sheet Form, satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Response is submitted by a partnership, the Minimum Qualification Form and Response Rate Sheet Form must be signed by a partner whose title must be listed under the signature. If an individual other than a partner signs the Minimum Qualification Form and Response Rate Sheet Form, satisfactory evidence of authority to sign must be submitted upon request by JEA.
- B. The corporation or partnership must be in active status at the Florida Division of Corporations (www.sunbiz.org) prior to any subsequent Award of Contract.

C. That the Respondent maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, contractor's license and occupational licenses necessary to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

D. That the Respondent has read, understands and will comply with the Section titled Ethics of these instructions to Respondent.

1.19. SUNSHINE LAW

General

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

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

JEA

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

Redacted Submissions

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

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

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

1.20. PROHIBITION AGAINST CONTINGENT FEES

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

2. CONTRACT TERMS AND CONDITIONS

2.1. CONTRACT DOCUMENT AND TERMS AND CONDITIONS

Provided below are the Contract terms and conditions that will be incorporated by reference in the Contract or Purchase Order. The Contract or Purchase Order will incorporate by reference the terms contained in the portion of this document provided in Section 1, the Contract Terms provided in Section 2; and the Technical Specifications provided in Section 3.

2.2. DEFINITIONS

2.2.1. DEFINITIONS

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

2.2.2. ADDENDUM/ADDENDA

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

2.2.3. ACCEPTANCE

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

2.2.4. AWARD

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

2.2.5. COMPANY

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

2.2.6. COMPANY REPRESENTATIVE

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

2.2.7. 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.

2.2.8. CONTRACT

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

2.2.9. CONTRACT ADMINISTRATOR

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

2.2.10. CONTRACT DOCUMENTS

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

2.2.11. CONTRACT PRICE

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

2.2.12. CONTRACT TIME

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

2.2.13. 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.

2.2.14. DELIVERY

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

2.2.15. EQUIPMENT

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

2.2.16. 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.

2.2.17. INVOICE

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

2.2.18. JEA

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

2.2.19. JEA REPRESENTATIVES

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

2.2.20. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER

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

2.2.21. PERFORMANCE - TOP PERFORMANCE/PERFORMER

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

2.2.22. PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER

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

2.2.23. PURCHASE ORDER (PO)

A Work authorization document issued by the JEA Procurement Department with the words "Purchase Order" clearly marked across the top, a PO number used for reference shown on the front of the document, a description of the Work or a listing of the applicable Contract Documents, the term of rental period, an authorized JEA signature and states the dollar amount funds authorized for that Purchase Order

2.2.24. RESPONSE

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

2.2.25. RESPONDENT

The Respondent to this Solicitation.

2.2.26. SOLICITATION

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

2.2.27. SUBCONTRACTOR

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

2.2.28. TERM

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

2.2.29. UNIT PRICES

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

2.2.30. WORK OR SCOPE OF SERVICES

Work includes as defined in the Contract Documents all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

2.3. CONTRACT DOCUMENTS

2.3.1. ORDER OF PRECEDENCE

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

- o Amendments
- o Executed Contract Document
- o JEA Purchase Order

- o Addenda to JEA Solicitation
- o Drawings associated with JEA Solicitation
- o Exhibits and Attachments to JEA Solicitation
- o Technical Specifications associated to JEA Solicitation
- o JEA Solicitation
- o Response Documents
- o References
- o Company's Rental Agreement/Delivery Ticket

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

2.4. PRICE AND PAYMENTS

2.4.1. PRICE

2.4.1 FIXED PRICING

All Unit Prices associated with rental of the Equipment, delivery charges and additional fees shown in the Response Workbook must remain fixed for the Initial Term of the Contract.

2.4.2. PAYMENTS

2.4.2 PAYMENT METHOD

The Company shall submit to JEA an invoice once a month for payment of all JEA rentals during the prior month.

JEA may elect to make a partial payment or no payment if JEA 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.

2.4.3 DISCOUNT PRICING

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

- o 1% 20, net 30
- o 2% 10, net 30
- o 3% 5, net 30

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

2.4.4 INVOICING AND PAYMENT TERMS

Company must be able to offer electronic billing and allow for electronic payment of invoices.

Within sixty (60) days from completion of any rental of Equipment under this Contract, the Company shall submit all Invoices or Applications for Payment in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following address:

JEA Accounts Payable
P.O. Box 4910
Jacksonville, FL 32201-4910

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

JEA may reject any Invoice or Application for Payment within twenty (20) calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Company the revised amount within ten (10) days.

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

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

2.4.5 OFFSETS

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

2.4.6 JSEB - INVOICING AND PAYMENT

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

2.4.7 TAXES

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

2.5 INSURANCE, INDEMNITY AND RISK OF LOSS

2.5.1 INSURANCE

INSURANCE REQUIREMENTS

Before starting and during the Term of the Contract, 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 as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$4,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

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

Excess or Umbrella Liability

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

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two (2) years after Work is complete. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA and Florida Power & Light Company (FPL) as additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA or FPL. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, FPL, 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 JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by JEA.

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

2.5.2 JEA's SELF INSURANCE

JEA is a self-insured entity and can provide proof of its self-insurance upon request.

2.5.3 MUTUAL INDEMNIFICATION

Company shall hold harmless, indemnify, and defend JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For

purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract.

JEA shall likewise indemnify, hold harmless, and defend the Company 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, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the JEA and any person or entity used by JEA while engaged in activities related to this Contract. Notwithstanding any other term or condition of this Contract, JEA's indemnification obligation shall be for tort claims only, subject to the provisions and limitations of Section 768.28, Florida Statutes.

In the event such damage or injury is caused by the joint or concurrent negligence of JEA and/or the Company, the loss or expense shall be borne by each party in proportion to its degree of negligence in accordance with Section 768.31 of the Florida Statutes, the Uniform Contribution Among Tortfeasors Act and subject to the Limitations of Liability defined within this section.

In the case of third party claims, either party will provide the other reasonable notice of any third party claims.

2.5.4 LIMITATION OF LIABILITY

Except as otherwise stated herein, in no event, whether as a result of breach of contract, indemnity, warranty, tort, strict liability or otherwise, shall either party's liability to the other for any loss or damage arising out of, or resulting from this Contract, or from its performance or breach, or from the products or services furnished hereunder:

(i) exceed two times the Purchase Order/Contract Price, (ii) include any indirect, special, consequential, incidental or penal damages including, but not limited to, loss profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs, or claims of either parties' customers for such damages, or (iii) extend beyond the expiration of the applicable statute of limitations pursuant to Florida Statutes.

The preceding limitations of liability shall not be applicable to: (i) to the claims for personal injury to third parties or (ii) claims for damage to third party property, (iii) claims for liquidated damages to the extent specified in this Contract; or (iv) other claims to the extent they are required to be covered under the insurance of this Contract.

JEA's liability is for tort claims shall also be limited in accordance with Section 768.28, Florida Statutes, and Section 13, Article X of the Florida Constitution, and JEA in no way waives the protections granted to it therein.

All limitations of liability set forth in this subsection or elsewhere in this Contract shall apply to the full extent permitted by law and shall survive termination of this Contract or completion of any services or products furnished hereunder.

2.5.5 RISKS AND PROPERTY

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

from regular use, and losses which are the result of misuse, negligence or accident by a renter other than JEA shall be the responsibility of the Company. Title to all Equipment at all times shall remain with the Company.

2.6 TERM AND TERMINATION

2.6.1 TERM OF THE QUALIFIED RENTERS LIST

The Qualified Renters List (the "List") shall be effective from the date the Company is notified by JEA that it is approved to the List and continue for one (1) year (the "Initial Term"). JEA shall have the option to renew the List for two (2) additional one (1) year renewal terms.

The Company's Unit Prices associated with Equipment rentals, delivery charges and additional fees shall remain fixed for the Initial Term.

2.6.2 TERMINATION FOR CONVENIENCE

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

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

Upon receipt of such notice of termination, the Company shall stop the performance of the Work under the Purchase Order except as may be necessary to carry out such termination and take any other action toward termination of the Work that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

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

2.6.3 TERMINATION FOR DEFAULT

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

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

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

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

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

The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth in the Contract. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JEA has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Company regarding its performance prior to default by Company for performance related issues.

JEA shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for the Company's default.

2.7 SERVICE LEVEL EXPECTATIONS

Each unit of Equipment rented by JEA shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment and other appropriate attachments shall be in place and functioning in accordance with the manufacturer's guidelines. The Company shall promptly and within the time periods specified in the Technical Specifications pick up and replace any unit of Equipment that is not functioning properly at no additional cost to JEA. All repairs which are not caused by the misuse, accident or negligence of JEA shall be provided at no additional cost to JEA.

At the time JEA takes possession of a unit of Equipment and prior to JEA's Acceptance, the Company shall provide information regarding the current condition and any visual, pre-existing damage. The Company and an authorized JEA Representative will review the condition of each unit of Equipment at the point of Delivery and at the point of return to the Company.

2.8 DOCUMENTS EVIDENCING RECEIPT OF EQUIPMENT

Company's Response shall include a sample of any service agreement, contract or other document (including any and all preprinted terms on the reverse side of any document) that the Company may require that a JEA Representative sign (a "Rental Agreement/Delivery Ticket"). The Rental Agreement/Delivery Ticket shall apply only to the extent that its terms are not in addition to, or in conflict with, the terms of the Contract. Any agreement, contract or document produced for signature which is not submitted with the Company's Response shall be void and of no force and effect.

At the time of any rental of a unit of Equipment, a JEA Representative may sign the Company's Rental Agreement/Delivery Ticket as evidence of receipt of the unit of Equipment. JEA Representatives receiving a unit of Equipment are not authorized to bind or obligate JEA to contractual terms and conditions. Accordingly, a signature on a Rental Agreement/Delivery Ticket is merely an acknowledgement of receipt of the unit of Equipment

2.9 INSPECTION AT COMPANY'S SITE

JEA reserves the right to inspect, at a reasonable time, the equipment, plant or other facilities of the Company prior to an Award and during the Term as necessary for JEA's determination that all equipment which may be rented under the Contract, and all related plants and facilities, conform with the specifications and requirements of the Contract and are adequate and suitable for the proper and effective performance of the Contract.

2.10 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.10.1 PUBLIC RECORDS LAWS

Access to Public Records

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

Redacted copies of Confidential Information

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

Request for Redacted Information

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

Indemnification for Redacted Information

The Company shall protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable

attorney's fees and costs) arising from or relating to the Company's assertion that all or any portion of its information is not subject to disclosure.

Public Records Clause for Service Contracts.

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

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

2.10.2 PROPRIETARY INFORMATION

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

2.10.3 PUBLICITY AND ADVERTISING

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA.

2.11 LABOR

2.11.1 NONDISCRIMINATION

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

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

- o The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
- o The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and

- o The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

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

2.11.2 JEA ACCESS BADGES

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

2.11.3 LEGAL WORKFORCE

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

2.11.4 PROHIBITED FUTURE EMPLOYMENT

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or Company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two (2) years of the cessation, completion, or termination of the person's or Company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded \$250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January 1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low Response award. A "substantial and decision-making role" shall include duties and/or responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal Responses and Responses; and (iii) approving and/or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity that hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two years from cessation from JEA employment.

2.11.5 HIRING OF OTHER PARTY'S EMPLOYEES

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

2.11.6 PERSONNEL AND CHANGES IN COMPANY'S PROFESSIONAL PERSONNEL

Unless otherwise agreed in writing by the parties, all Services shall be rendered by employees: (a.) who are full time employees of Company or approved subcontractors; and (b.) qualified to perform the Services. Subsequent to the execution of this Contract, Company shall notify the JEA Contract Administrator in writing prior to making changes in professional personnel assigned, or to be assigned, as provided in Company's Response to manage or perform

Services under this Contract. The JEA Contract Administrator shall have the right to reject any personnel assigned by Company to perform work under this Contract. If the right of rejection is exercised by the JEA Contract Administrator, Company shall submit for approval of the JEA Contract Administrator, the name or names of substitute personnel to fill the positions resulting from said rejection. The JEA Contract Administrator shall have the right to require the removal of Company's previously assigned personnel and Company shall promptly replace the same, subject to the JEA Contract Administrator's approval at no cost to JEA.

2.11.7 COMPANY'S LABOR RELATIONS

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

2.12 COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.12.1 CRITICAL ASSET PROTECTION

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 training and/or personal background screenings that will be required before a JEA badge can be issued. JEA will pay for reasonable costs associated with initial background screenings and training for required Company employees. However, if an initial screening is failed, the Company will be responsible for the cost of that screening and for additional screening costs related to Company employee turnover. An appointment to obtain a JEA access badge can be made by contacting JEA Security at sercuritybadge@jea.com.

Finally, all badges are for assigned individual use only and JEA does not allow Company employees to share JEA access badges. A Company, whose employees are found to be sharing JEA access badges, may result in the Contract being terminated for default. Additionally, JEA shall be notified within six (6) hours of a lost or stolen JEA security badge or when an employee leaves the Company and Company should bear the cost of replacement security badge. Report badge termination notifications to JEA Security at (904) 665-8200.

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 or SJRPP Facilities. 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.

2.12.2 COMPANY REPRESENTATIVES

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

2.12.3 LICENSES

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

2.12.4 SAFETY AND PROTECTION PRECAUTIONS

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

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

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

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

2.13 VENDOR PERFORMANCE EVALUATION

2.13.1 VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

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

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

Frequency of Evaluations

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

Unacceptable Performance

- o If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have ten (10) days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the

- Company , the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- o 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.
 - o 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 responding to 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.
 - o 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.
 - o If the Company receives five (5) or more letters of deficiency within any twelve (12) month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

Acceptable Performance

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

Disputes

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

Public Records

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

2.14 JEA RESPONSIBILITIES

2.14.1 COORDINATION OF SERVICES PROVIDED BY JEA

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

2.15 CHANGES IN THE WORK, CONTRACT TIME, TERM OR PRICE

2.15.1 AMENDMENTS

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

2.15.2 SUSPENSION OF SERVICES

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

2.15.3 FORCE MAJEURE

No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected within seven (7) calendar days.

2.16 MISCELLANEOUS PROVISIONS

2.16.1 AMBIGUOUS CONTRACT PROVISIONS

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

2.16.2 APPLICABLE STATE LAW; VENUE; SEVERABILITY

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

2.16.3 CUMULATIVE REMEDIES

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

2.16.4 ENTIRE AGREEMENT

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

2.16.5 EXPANDED DEFINITIONS

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

2.16.6 HEADINGS

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

2.16.7 INDEPENDENT CONTRACTOR

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

2.16.8 LANGUAGE AND MEASUREMENTS

All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US

System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

2.16.9 NONEXCLUSIVE

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

2.16.10 REFERENCES

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

2.16.11 SEVERABILITY

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

2.16.12 SUBCONTRACTING OR ASSIGNING OF CONTRACT

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

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

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

2.16.13 SURVIVAL

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

2.16.14 TIME AND DATE

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, FL. If under this Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for JEA, that payment or calculation is to be made, and that other action is to be taken,

as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for JEA Procurement.

2.16.15 TIME OF ESSENCE

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

2.16.16 USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE

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

2.16.17 WAIVER OF CLAIMS

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

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

3 TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

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

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

4 FORMS

4.1 FORMS (APPENDIX B)

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

APPENDIX A TECHNICAL SPECIFICATIONS

83994 JEA RENTALS FOR VEHICLES AND EQUIPMENT

1. GENERAL

- 1.1 The terms “Equipment”, “Vehicles”, and “equipment and vehicles” and “equipment or vehicles” shall all be synonymous and shall mean the equipment and vehicles which covered under the applicable Purchase Order/Contract, unless the context specifically requires otherwise.
- 1.2 All dimensions specified will be considered minimum requirements unless otherwise stated.
- 1.3 When manufacturer names are given, Company must obtain prior approval by JEA Fleet Services for any equivalent equipment with a different manufacturer.
- 1.4 All products and services shall comply with applicable regulations and specifications including but not limited to Federal and State laws, OSHA regulations, DOT regulations, ANSI standards, and ASTM standards.
- 1.5 The Company(s) shall share JEA’s commitment for cost containment, quality, and continuous improvement.
- 1.6 All communications concerning the rental of any unity of Equipment and any Rental Agreement/Delivery Ticket (as defined in the Solicitation) shall be processed through JEA Fleet Services and any e-mail correspondence shall include fleet@jea.com.

2. RENTAL UNIT SPECIFICATIONS

- 2.1 The Company shall rent, deliver, and pick up, as required, all vehicles and equipment for various (daily, weekly and monthly) periods of time as requested by JEA. All equipment must be provided in good working condition, completely serviced, with full fuel tanks(s), and ready for operation.
- 2.2 All Vehicles (Trucks, Pickups, and Vans) shall be the latest model (five years or less and no more than 80,000 miles), clean, and dependable vehicles. All Equipment must be less than five (5) years old. The Company shall provide vehicles equipped with automatic transmission, power steering, power brakes, air conditioning, and AM/FM radio.
- 2.3 For medium and heavy trucks and semi-trailers, units must be capable of being loaded and unloaded at an industry standard dock that is forty-eight (48) inches high and equipped with a dock plate that is seventy-two (72) inches wide with a dock plate extension that is sixteen (16) inches long. There can be no extensions or other equipment that would preclude dock plate extensions from reaching a safe point inside the cargo box. There must be no obstacles that would prohibit rolling stock from being loaded and unloaded on and off the cargo box.

3. DELIVERY AND RETURN OF VEHICLES AND EQUIPMENT

- 3.1 The Company must provide vehicles and equipment within twenty-four (24) hours after a request for a vehicle or equipment is placed. All vehicles (or equipment that requires fuel) are to be delivered to the JEA site with a full tank of gas or appropriate fuel. The initial full tank of fuel is included in the rental rates of the vehicle or equipment. All rental rates must include unlimited mileage. For vehicles returned without a full fuel tank, Company may bill JEA the reasonable cost of fuel needed to fill the vehicle.
- 3.2 The Company must deliver vehicles or equipment to the requested JEA location before 8:30 AM if a request for early delivery is placed prior to 3:00 PM of the previous day. Vehicles or equipment ordered on Fridays for early Monday morning use must be coordinated through the JEA Fleet Services. In this instance, charges for the rental vehicle or equipment will not be incurred until the vehicle or equipment is

delivered and placed in actual use on Monday morning. The Company will be responsible for all pick-up and delivery of vehicles and equipment to JEA.

3.3. Upon delivery, and before taking possession of the vehicle or equipment, JEA and the Company shall inspect the vehicles for any damage. Should there be any damage, such damages shall be noted. Prior to taking delivery of a vehicle or equipment both the Company and the JEA representative must note on the Company's Rental Agreement/Delivery Ticket, any damage to the vehicle/equipment. Vehicles must be clean at the time of pick up or delivery (by the Company) and at the.

3.4 Upon Company delivery to JEA of the unit to the requested designated site, both a representative from JEA and one (1) from the Company shall inspect the vehicle or equipment is in good working condition. Any abnormalities to the vehicle or equipment shall be noted on the Rental Agreement/Delivery Ticket (as defined in the Solicitation) at the time of delivery. If any of these abnormalities or defect prevents JEA from safely and effectively using the unit for its intended purpose, the Company shall remove the vehicle or equipment from JEA's location and replace it with one of acceptable quality within twenty-four (24) hours at no additional cost to JEA.

3.5 Upon pick up of the vehicle or equipment by the Company, both a representative from JEA and one (1) from the Company shall inspect the vehicle or equipment and document that it is in proper working condition, clean, and generally in the same condition it was delivered in, except for normal, reasonable wear produced from use of the vehicle or equipment.

3.6 All Rental Agreements/Delivery Tickets must be electronically mailed to both the requester and to JEA Fleet Services at fleet@jea.com.

4. DAMAGE TO UNITS

4.1 The Company shall be responsible for filing, processing, and collecting damage claims.

4.2 JEA shall provide daily inspections including fuel, oil and other fluids. JEA shall be liable for damage such as glass breakage, bent metal or damaged parts caused by JEA. All claims by the Company for damage or repairs from JEA must be submitted to JEA within three (3) days of the date that the unit is returned to the Company.

4.3 In the event of a dispute regarding vehicle or equipment damage and responsibility, a JEA authorized appraiser contracted by JEA Risk Management shall make the final determination. For damages caused by misuse, accident or negligence by JEA, an appraiser under contract to JEA shall have the right to appraise the damage and obtain a price for these repairs at a shop of JEA's choice. JEA shall have the option to have the vehicle repaired at a shop of its choice, and pay this repairing facility directly. For the purpose of repairs and liability of damage incurred to rental vehicles and equipment, JEA is a self-insured entity. For damage covered under a manufacturer's warranty, the Company will make arrangements for the vehicle to be towed/transported to its service shop for repairs if necessary.

5. RENTAL RATES/UNIT PRICES

5.1 The Unit Prices/ rental rates for each class of vehicle and equipment shall include all applicable surcharges and fees including delivery and pick-up. Company may charge for fuel, if applicable; and damages, if applicable. Any other charges that are customarily charged by the Company must be included in the Unit Prices/rental rates as stated in Company's Response Rate Sheet, Appendix B, under additional fees. **The Unit Prices/rental rates must remain fixed for the duration of the initial Term as defined in Section 2 of the Solicitation.**

5.2 JEA shall rent vehicles and equipment on a daily, weekly, monthly or yearly basis. If a vehicle or equipment is retained longer than the previously agreed upon period of time, the next longest-term rate shall be applicable. i.e.: If JEA asks for a daily rate and keeps the vehicle for a week then the weekly rate is to be charged, provided it's a lower rate. The rates for each vehicle shall include unlimited mileage and hours.

5.3 Company must offer for rent a complete line of inventory of additional items related to the scope of goods and/or services, described in the Solicitation. Attach the list and rental rates for these additional items to the submitted Response. The “related items” are for information only and shall not be considered by JEA in making the assignment of the Company to the Qualified Renters List. Notwithstanding this Section 5.3, the rental rates for all vehicles and equipment should include the rental rates for all related items which are required for a unit of equipment or a vehicle to operate safely as intended.

6. FUEL

6.1 The Company shall provide vehicles and equipment with a full tank of fuel at no charge to JEA and JEA shall return the vehicle with a full tank of fuel. If JEA fails to return vehicle with a full tank of gas, the Company may charge JEA for the actual cost of the fuel with no markup. JEA shall not be charged for fuel if the vehicle or equipment is returned for unscheduled repair/maintenance which is not the result of JEA’s misuse, accident or negligence.

6.2 Fuel calculations shall be based on eighths of a tank of gasoline or diesel for determining the total fuel cost to be charge to JEA in the event a vehicle or equipment is returned without a full tank of fuel. The amount of fuel used shall be determined by the fuel gauge reading for the specific rental vehicle tank capacity.

7. DETAIL & SUMMARY OF RENTAL REPORTS AND QUARTERLY SERVICE LEVEL REVIEWS

7.1 Company shall be required to submit reports detailing the delivery status of every item ordered and the success or failure of meeting promised delivery dates, tracking delivery of Vehicles and Equipment as ordered (quality) , and the ability to invoice in accordance with contract requirements. The Company shall provide reports describing unit downtime, reactive repairs, and units replaced. The Supplier(s) also shall be required to proactively provide the status of delayed shipments.

7.2 The Company shall be required to provide reports to JEA’s Fleet Services, in Excel format (or another agreed upon format), of all open orders for all JEA sites and locations at least on a quarterly basis. Discussions will be scheduled with the Company as often as quarterly to discuss and review the Company’s overall performance and any open issues.

8. DEFINITE DELIVERY REQUIREMENTS

8.1 The Company must provide delivery of all Vehicles and Equipment to the JEA location specified by JEA. The approximate number of building locations that will require delivery in the JEA service area in Duval County is fifty-seven (57), but the Company must agree to deliver to additional locations without any increase in costs.

8.2 Company must deliver all vehicles and equipment listed on the Company’s Response Workbook within twenty-four (24) hours after issuance of JEA’s purchase order, or sooner if an emergency situation exists. If the Company is unable to meet JEA’s delivery date or other requirements, JEA Fleet Services shall contact the alternate supplier.

9. PERFORMANCE MEASUREMENTS

9.1 The Company shall meet minimum performance requirements in order to maintain compliance the Solicitation and remain in approved status of JEA’s Qualified Renters List. The following shall be measured and the minimum levels denoted shall be met by the Company:

- a. The monthly delivery performance shall not fall below ninety-five percent (95%). Delivery performance is defined as the percentage of times delivery is made within the required delivery interval as specified above in section - Definite Delivery Requirements. The minimum monthly performance rate will be calculated as follows:

Line items delivered on time

Line items delivered during month = Ninety-five percent (95%) minimum

b. Downtime of vehicles or equipment. The downtime of rented vehicles or equipment shall not hinder the ability of JEA to perform the required work. If downed vehicles or equipment are down longer than twenty-four (24) hours without a suitable replacement, the Company will be in violation of the contract and may be removed from the Qualified Renters List.

10. MAINTENANCE – REPLACEMENT VEHICLES AND EQUIPMENT

10.1 Maintenance required for vehicles and equipment must be available in Duval County by a manufacturer authorized maintenance facility. The Company shall provide all routine and regular maintenance and service, except those repairs or replacements of parts caused by misuse, accident, or negligence on the part of the JEA. Also, JEA encourages on-site maintenance for equipment. In the event regular or scheduled maintenance is necessary, a replacement (mutually acceptable) vehicle or equipment must be provided immediately, if requested by JEA.

10.2 In the event of any unscheduled repairs or a break down of a vehicle, the Company shall replace the vehicle within four (4) hours if the breakdown occurs between Monday - Friday 8:00 A.M. - 5:00 P.M., except JEA recognized holidays. The Company shall replace the vehicle within twenty-four (24) hours if the vehicle breaks down at other times. The Company is responsible for towing/transporting vehicle to their service shop, except for disability arising from accident, misuse or negligence by JEA. Company will provide JEA with a twenty-four (24) hour toll free number for ordering and for maintenance/break downs.

11. VENDOR PERFORMANCE & ACCOUNT MANAGER

11.1 To help insure contract compliance, a Vendor Performance Program shall be utilized by JEA. JEA employees shall be assigned as contract monitors for key locations throughout the JEA system. JEA Procurement, JEA Fleet Services, and the user organizations shall utilize the procedure. This Vendor Performance Program is an audit and feedback system. The Vendor Performance Program is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance.

11.2 JEA expects the Company to provide an Account Manager to provide strategic direction and oversee day-to-day account management.

12. PURCHASE ORDERS ONLY - PURCHASING CARD/ CREDIT CARD RENTALS NOT ALLOWED

12.1 JEA employees must use Purchase Orders and come through JEA fleet services for all equipment and vehicle rentals. JEA employees may not use JEA Purchasing Cards or JEA Credit Cards. Company shall only accept Purchase Orders through JEA Procurement. If Company fails to adhere to this requirement, they will be removed from JEA's Qualified Renters List.

13. OBSOLETE PRODUCTS

13.1 The Company agrees to notify JEA Fleet Services if the Vehicles or Equipment listed in this Solicitation becomes obsolete. This obsolescence applies to any product that is replaced with another product or that has been discontinued and not replaced.

14. COMPANY LICENSE REQUIREMENT

14.1 The Company shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of its business. The Company shall keep fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of service to JEA.

15. PROTECTION OF THE ENVIRONMENT

15.1 Company shall bear full responsibility for the transportation, use and disposal of any hazardous or toxic substance under the Company's control during the performance of the Purchase Order/Contract.

16. EMERGENCY EVENT AVAILABILITY

16.1 In the event of an emergency event or severe storm, the Company must be capable of providing equipment and vehicles to JEA during the event. Payment terms shall be the same as those listed in the Contract; however rentals ordered during this period are entitled to a rate increase of ten percent (10%) to the rental rate. This increase will only apply to those rentals ordered during the emergency event or severe storm or natural disaster and may not be applied to rentals in JEA possession prior to the event.

17. RENTAL ITEMS NOT LISTED IN THIS SOLCIATIONOR LISTED ITEMS UNAVAILABLE AT TIME OF RENTAL

17.1 In the event JEA may require items not listed on the Response Workbook, JEA shall attempt to use the Company or the alternate company. The Unit Price/rental rate and all other charges must be equal to the rates and charges in another competitively bid eligible governmental contract or the Company must provide the item at ninety percent (90%) - (10% discount) of the current Company retail rate (including all applicable charges). If the Company cannot provide the item through either of these options JEA shall seek additional competitive bids.

**Appendix B-Minimum Qualification Form
83994 JEA Rentals for Vehicles and Equipment**

GENERAL

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED RESPONDENT BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.

THE RESPONDENT MUST COMPLETE THE RESPONDENT INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE RESPONDENT MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.

SUBMIT A COPY OF THIS FORM WITH THE RESPONSE VIA EMAIL TO NATHAN WOYAK AT WOYANJ@JEA.COM

RESPONDENT INFORMATION

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: _____

MINIMUM QUALIFICATIONS:

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

- The Respondent must provide a vehicle and/or equipment rental inventory list showing its capability of providing each item and the Unit Prices for that item on Appendix B - Response Rate Sheet.
- The Respondent must acknowledge that once it is assigned to the JEA "Qualified Renter's List", the Respondent will agree to JEA's Contract commercial terms contained within this Request for Qualification (the "Contract Terms").

Respondent's Certification

By submitting this form, the Respondent certifies that the it has read and reviewed all of the documents pertaining to this Solicitation/RFQ and agrees to abide by the terms and conditions set forth herein, that the person signing below is an authorized representative of the Respondent's company, that the company is legally authorized to do business in the State of Florida, and that the company maintains in active status an appropriate license for the work.

Additionally, Respondent agrees to the terms and conditions set forth in this Solicitation/RFQ, and a JEA

**Appendix B-Minimum Qualification Form
83994 JEA Rentals for Vehicles and Equipment**

Representatives receiving a unit of Equipment is not authorized to bind or obligate JEA to contractual terms and conditions other than those stated in this Solicitation/RFQ.

Signature of Authorize Officer of Respondent's Company or Agent

Date

Printed Name & Title

Phone Number .

**Appendix B-Minimum Qualification Form
83994 JEA Rentals for Vehicles and Equipment**