

# Welcome to the JEA Awards Meeting

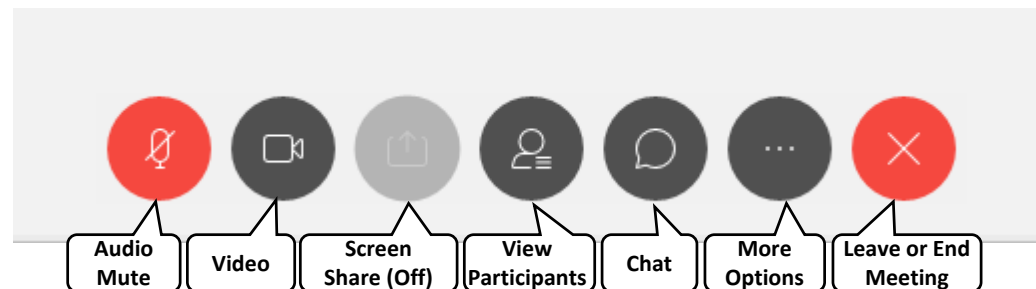
You have been joined to the meeting with your **audio muted** by default.

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

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

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

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



# **AWARDS COMMITTEE AGENDA**

**DATE:** Thursday, October 8, 2020  
**TIME:** 10:00 A.M.  
**PLACE:** WebEx/Teleconference  
WebEx Meeting Number (access code): 160 199 4252  
WebEx Password: pxP6CqUSt63

## **Public Comments:**

## **Awards:**

1. Approval of the minutes from the last meeting (09/24/2020).
2. Request approval to award a six (6) month contract extension to Presidio Networked Solutions LLC for Equipment Support and Maintenance of JEA's Cisco Infrastructure in the amount of \$252,229.23, for a not-to-exceed amount of \$2,457,772.69, subject to the availability of lawfully appropriated funds.
3. 063-20 – Request approval to award a contract to JAX Underground Utilities Inc. for construction services for the Boulevard Street Force Main and Water Main Replacement project in the amount of \$2,122,150.59, subject to the availability of lawfully appropriated funds.
4. Request approval to award contract to Power Plan Consultants LLC to upgrade, support, and maintain JEA's existing PowerPlan software for an additional three years in the amount of \$1,201,542.75, subject to the approval of lawfully appropriated funds.
5. Request approval to award a contract increase to CBRE Inc. in the amount of \$238,580.00, for a new not-to-exceed amount of \$949,199.00, subject to the availability of lawfully appropriated funds.
6. Request approval to award a five (5) year contract to Trojan Technologies for the purchase of equipment for the Trojan UV disinfection systems in the amount of \$5,541,296.00, subject to the availability of lawfully appropriated funds.
7. Request approval for ratification of payment to Florida Department of Transportation for the FDOT Edgewood Ave. South Resurfacing from US 17 to Cassat Ave project in the amount of \$716,650.00, as per attached FDOT FPID 443517-1-56-01 Work Order Number 2, subject to the availability of lawfully appropriated funds.

**Informational Item:** N/A

**Open Discussion:** N/A

**Public Notice:** N/A

**General Business:** N/A

**SPECIAL NOTES:** Copies of the above items are available in JEA Procurement, if needed for review. If a person decides to appeal any decision made by the Awards Committee, with respect to any matter considered at this meeting, that person will need a record of the proceedings, and, for such purpose, needs to

**ensure that a verbatim record of the proceedings is made, which record includes the evidence and testimony upon which the appeal is to be based. If you have a disability that requires reasonable accommodations to participate in the above meeting, please call 665-8625 by 8:30 a.m. the day before the meeting and we will provide reasonable assistance for you.**

## 10-08-2020 Awards Committee

<u>Award #</u>	<u>Type of Award</u>	<u>Business Unit</u>	<u>Estimated/Budgeted Amount</u>	<u>Amount</u>	<u>Awardee</u>	<u>Term</u>	<u>Summary</u>
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 09/24/2020 meeting.
2	Contract Extension	Datz	\$362,500.00	\$252,229.23	Presidio Networked Solutions, LLC	Six (6) Months	<p><b><u>Cisco SmartNet – Equipment Support and Maintenance of JEA’s Cisco Infrastructure</u></b></p> <p>The contract spend details are below:</p> <ul style="list-style-type: none"> <li>FY21: \$252,229.23</li> </ul>
3	Invitation for Bid (IFB) 7 Bidders	Vu	\$4,974,059.00 (Full Project) \$3,917,664.72 (Water Main & Force Main 7th - 12th St portion only)	\$2,122,150.59	JAX Underground Utilities, Inc.	Project Completion (Expected: October 2021)	<p><b><u>Boulevard Street Force Main and Water Main Replacement</u></b></p> <p>The Work to be performed under this Contract shall consist of furnishing and installation of all tools, equipment, materials, supplies, manufactured articles, transportation and services, including fuel, power, water, and essential communications, for the performance of all labor, work, and/or other operations as required for the replacement of the Boulevard Street Force Main and Water Main in strict accordance with the Contract Documents</p>
4	Proprietary/JEA Standard	Datz	TBD	\$1,201,542.75	Powerplan Consultants, Inc.	Three (3) Years w/No Renewals	<p><b><u>PowerPlan Version Upgrade and Software Maintenance</u></b></p> <p>The contract spend details are below:</p> <ul style="list-style-type: none"> <li>FY21 Upgrade: \$572,086.00</li> <li>FY21 Support: \$201,645.55</li> <li>FY22: \$209,711.37</li> <li>FY23: \$218,099.83</li> <li>NTE: \$1,201,542.75</li> </ul>
5	Contract Increase	McElroy	N/A	\$238,580.00	CBRE, Inc.	Project Completion	<p><b><u>JEA Downtown Campus Owner's Representative</u></b></p> <p>The contract spend details are below:</p> <ul style="list-style-type: none"> <li>Original Award Amount: \$568,119.00</li> <li>Previous Change Order Amounts: \$142,500.00</li> <li>Contract Increase Amount: \$238,580.00</li> <li>New NTE: \$949,199.00</li> </ul>
6	OEM	Vu	N/A	\$5,541,296.00	Trojan Technologies, Inc.	Five (5) Years w/ No Renewal Options	<p><b><u>OEM for Trojan UV Disinfection Systems</u></b></p> <p>The contract spend details are below:</p> <ul style="list-style-type: none"> <li>FY20: \$923,772.53</li> <li>FY21: \$1,108,259.20</li> <li>FY22: \$1,108,259.20</li> <li>FY23: \$1,108,259.20</li> <li>FY24: \$1,108,259.20</li> <li>FY25: \$1,108,259.20</li> <li>FY26: \$184,486.67</li> </ul>
7	Joint Project	Vu	\$750,000.00	\$716,650.00	Florida Department of Transportation (FDOT)	Project Completion	<p><b><u>FDOT Edgewood Ave. South Resurfacing from US 17 to Cassat Ave.</u></b></p>



10-08-2020 Awards Committee

							The contract spend details are below: <ul style="list-style-type: none"><li>• 8FY21: \$716,650.00</li></ul>
<b>Total Award</b>				<b>\$10,072,448.57</b>			

**JEA AWARDS COMMITTEE**  
**SEPTEMBER 24, 2020 MEETING MINUTES**

The JEA procurement Awards Committee met on September 24, 2020, via WebEx

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

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

Chair McCollum called the meeting to order at 10:02 a.m., introduced the Awards Committee Members, and confirmed that there was a quorum of the Committee membership present.

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

**Public Comments:**

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

**Awards:**

Chair McCollum verbally presented the Committee Members the proposed September 3, 2020 minutes contained in the board packet.

**MOTION:** Alan McElroy made a motion to approve the September 3, 2020 minutes (Award Item 1). The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2-7:

2. 043-20 - Request approval to award a contract to Stuart C Irby CO. (\$485,268.97), Wesco Distribution, Inc. (\$382,770.20), Anixter Inc. (\$136,345.57), Gresco Supply Inc. (\$123,225.38), Englewood Electrical Supply CO (\$82,539.19), and World Electric Supply (\$40,021.18) for the supply of Miscellaneous Electrical Items carried in JEA's inventory stock in the amount of \$1,250,170.49 subject to the availability of lawfully appropriated funds.

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

3. 066-20 - Request approval to award a contract to Raymond Handling Consultants, LC for JEA Forklift Maintenance and Repair Services in the amount of \$355,877.01, subject to the availability of lawfully appropriated funds.

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

4. Request approval to award payment to Florida Department of Transportation for the FDOT 441261-1 SR134 (103rd St) from Firestone Rd to Wesconnett Blvd project in the amount of \$978,222.50, as per attached FDOT FPID 441261-1-56-01 Work Order Number 3, subject to the availability of lawfully appropriated funds.

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

5. Request approval to award payment to Florida Department of Transportation for the FDOT FPID 439358-1- SR 103 (Lane Avenue) from SR 208 (Wilson Boulevard) to SR 228 (Normandy Boulevard) Water Main Replacement project in the amount of \$2,519,692.71, as per attached FDOT FPID 439358-1-56-01 Work Order Number 4, subject to the availability of lawfully appropriated funds.

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

6. Request approval to award payment to Florida Department of Transportation for the FDOT 439100-1 SR8 (I-10) Widening from I-295 to I-95 project in the amount of \$1,739,626.00, as per attached FDOT FPID 439100-1-56-01 Work Order Number 2, subject to the availability of lawfully appropriated funds.

**MOTION:** Wayne Young made a motion to approve Award Item 6 as presented in the board packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

7. Request approval for a contract increase for Three-Phase Transformers for JEA Inventory Stock in the amount of \$694,658.53, for a new not-to-exceed total of \$3,247,532.87, subject to the availability of lawfully appropriated funds.

**MOTION:** Stephen Datz made a motion to approve Award Item 7 as presented in the board packet. The motion was seconded by Alan McElroy and approved unanimously by the Awards Committee (5-0).

8. 070-20 - Request approval to award a contract to Keystone Industries LP for construction services for the Steel Transmission Poles and Caissons for Circuit 915 Structures 45 through 49 project in the amount of \$371,503.55, subject to the availability of lawfully appropriated funds.

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

9. Request approval to award contract to ICF Resources LLC for an expansion of JEA's existing NRE program in the amount of \$15,818,528.00, subject to the approval of lawfully appropriated funds.

**MOTION:** Joe Orfano made a motion to approve Award Item 9 as amended. The motion was seconded by Alan McElroy and approved unanimously by the Awards Committee (5-0).

10. 045-20 – Request approval to award a contract to Morgan Stanley Smith Barney LLC for Investment Consulting Services for Employee Retirement Benefit Plans for a total not-to-exceed amount of \$300,000.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Stephen Datz made a motion to approve Award Item 10 as presented in the board packet. The motion was seconded by Steve Tuten and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

No ratifications were presented to the Awards Committee for consideration.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair McCollum adjourned the meeting at 11:23 a.m.

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



## Formal Bid and Award System

Award #2 October 8, 2020

**Type of Award Request:** CONTRACT EXTENSION  
**Request #:** 6902  
**Requestor Name:** Williams, Clint J. - Manager Technical Services  
**Requestor Phone:** (904) 665-6028  
**Project Title:** Cisco SmartNet – Equipment Support and Maintenance of JEA’s Cisco Infrastructure  
**Project Number:** 30904  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$362,500.00

### Scope of Work:

Cisco SmartNet Equipment Support and maintenance of JEA’s Cisco Infrastructure assists JEA with ensuring the network reliability and operational readiness through hardware repair/replacement, software upgrades, security vulnerability patches and troubleshooting support. JEA requires Cisco SmartNet to provide the best overall value from the products and services JEA has invested in and to help ensure JEA network switches, routers, firewalls, and security applications can match the security threats of today. Furthermore, it has been demonstrated that proper maintenance on systems and their software will extend the useful life resulting in a lower total cost of ownership for the organization. The agreement will provide 24/7/365 rapid access to the full breadth of support offering guaranteed, quicker access to vital manufacturer resources allowing a faster resolution to any operational issue encountered. In addition, the preventive services provide valuable system health, lifecycle planning, and compliance adherence. Finally, the included security enhancements to all existing software that is included in the maintenance agreements is critical in the ever-changing landscape of threats to JEA’s infrastructure.

**JEA IFB/RFP/State/City/GSA#:** CPA 159333, 076-16  
**Purchasing Agent:** Dambrose, Nickolas C.  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
PRESIDIO NETWORKED SOLUTIONS, LLC	John Behee	jbehee@presidio.com	10151 Deerwood Park Blvd, Bldg 200 suite 250, Jacksonville, FL 32256	\$252,229.23

**Amount of Original Award:** \$1,367,986.12  
**Date of Original Award:** 10/20/2016  
**Change Order Amount:** \$252,229.23

**List of Previous Change Orders / Amendments:**

CPA #	Amount	Date
159333	\$230,152.50	11/01/2018
159333	\$572,443.31	11/21/2019
159333	\$34,961.53	03/13/2020

**New Not-To-Exceed Amount:** \$2,457,772.69

**Length of Contract** Three (3) Years - One – 1 Yr. Renewal

**Begin Date (mm/dd/yyyy):** 10/01/2016

**End Date (mm/dd/yyyy):** 03/31/2021

**Renewals:** No

**JSEB Requirement:** JEA has reviewed the active JSEB vendor list and found no opportunities for JSEB participation.

**Background/Recommendations:**

Competitively bid and approved by the Awards Committee on 10/10/2016. Additionally, a change order request was approved by the Awards Committee on 11/01/2018. JEA’s one year renewal of this contract was approved by the Awards Committee 11/21/2019. An administrative change order for additional funds only was completed on 03/13/2020 to cover additional Webex related support through the existing term ending 09/30/20. A copy of the original award and previous awards are attached as backup.

This request is for a six (6) month contract extension from 10/01/2020 to 03/31/2021 and to add \$252,229.20 in additional funds to allow additional time required for preparing a new competitive bid. JEA sampled like for like items in its pricing comparison between previous year renewal and the proposed six (6) month extension and JEAs cost has increased by approximately 11% based a change in the number and types of items being supported. This includes new items being supported for JEA’s new Cologix Data Center and an increase usage of Webex supported items. However JEA will continue to receive the same contractual discount from Presidio during the extension, which is a twenty percent (20%) discount off of Cisco’s list price on telephony items and a twenty-one percent (21%) discount off Cisco list price Voice-ECMU items. There are two separate contract extension quotes attached as backup which include one for telephony equipment for \$17,753.01 and one for Network Equipment for \$234,476.22. During the six (6) month contract extension, JEA shall put the SmartNet maintained items out to competitive bid and explore other strategic alternatives such as enterprise managed services.


Request approval to award a six (6) month contract extension to Presidio Networked Solutions LLC for Equipment Support and Maintenance of JEA’s Cisco Infrastructure in the amount of \$252,229.23, for a not-to-exceed amount of \$2,457,772.69, subject to the availability of lawfully appropriated funds.

**Manager:** Williams, Clint J. - Manager Technical Services

**Director:** Traylor, Kymberly A. - Dir Network & Telecommunication Services

**VP:** Datz, Stephen H. - Interim Chief Information Officer

**APPROVALS:**

 10/08/2020

**Chairman, Awards Committee** **Date**

 10/8/2020

**Budget Representative**

**Date**

**TO:** JEA  
 Ontario Blackmon  
 P.O. Box 4910  
 Jacksonville, FL 32232  
  
 blacot@jea.com  
 (p) (904) 665-4203

**FROM:** Presidio Networked Solutions  
 Gabe Stix  
 8647 Baypine Road  
 Building 1  
 Suite 100  
 Jacksonville, FL 32256  
  
 gstix@PRESIDIO.com  
 (p) 301.313.2087  
 (f) 904.638.5611

**BILL TO:** JEA  
  
 21 West Church Street  
 Jacksonville, FL 32202

**SHIP TO:** JEA  
  
 21 West Church Street  
 Tower 2, 2nd Floor  
 Jacksonville, FL 32202

**Customer#:** JEAAA002  
**Account Manager:** John Behee  
**Inside Sales Rep:** Gabe Stix  
**Title:** JEA Smartnet Renewal cotermin 3/31/2021

#	Part #	Description	Unit Price	Qty	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL <b>Start Date:</b> 10/01/2020 <b>End Date:</b> 03/31/2021 <b>Comments:</b> 461149583	\$14,772.82	1	\$14,772.82
2	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL <b>Start Date:</b> 10/01/2020 <b>End Date:</b> 03/31/2021 <b>Comments:</b> 451150096	\$219,703.40	1	\$219,703.40

<b>Sub Total:</b>			<b>\$234,476.22</b>	
<b>Grand Total:</b>			<b>\$234,476.22</b>	



Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

**Pricing**

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

**Invoicing**

- CLIENT is billed upon shipment from the manufacturer and shall accept and pay for partial shipment of products.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

**Freight, Handling, Shipping**

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin (FOB destination (CONUS) applicable to Federal Government CLIENTS only) unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT FOB origin.
- Presidio accepts no responsibility / liability in connection with the shipment.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees of 1% of the list price of such goods.

**Warranty and Limitation of Liability**

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

**Return Policy**

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

**Cancellation Policy**

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

**Leases**

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

**Software terms**

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.

**Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders**

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

**Multi-Year Agreements**

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

**SmartNet (Third party Maintenance)**

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)

**Confidential Information.**

• CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

**Export Law Compliance.**

• CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

**Miscellaneous Terms**

• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

\_\_\_\_\_

Customer Signature

\_\_\_\_\_

Date



## Formal Bid and Award System

Award #4 November 21, 2019

**Type of Award Request:** RENEWAL  
**Request #:** 6710  
**Requestor Name:** Todd, Landon M. - Mgr IT Infrastructure & Collaboration Platforms  
**Requestor Phone:** (904) 665-7914  
**Project Title:** Cisco SmartNet - Equipment Support and Maintenance of JEA's Cisco Infrastructure  
**Project Number:** 30904  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$525,500.00

### Scope of Work:

Cisco SmartNet Equipment Support and maintenance of JEA's Cisco infrastructure assists JEA with ensuring the network reliability and operational readiness through hardware repair/replacement, software upgrades, security vulnerability patches and troubleshooting support. JEA requires Cisco SmartNet to provide the best overall value from the products and services JEA has invested in and to help ensure JEA network switches, routers, firewalls and security applications can match the security threats of today. Furthermore, it has been demonstrated that proper maintenance on systems and their software will extend the useful life resulting in a lower total cost of ownership for the organization. The agreement will provide 24/7/365 rapid access to the full breadth of support offering guaranteed, quicker access to vital manufacturer resources allowing a faster resolution to any operational issue encountered. In addition, the preventive services provide valuable system health, lifecycle planning, and compliance adherence. Finally, the included security enhancements to all existing software that is included in the maintenance agreements is critical in the ever-changing landscape of threats to JEA's infrastructure.

This purchase will positively affect the following JEA Measures of Value:

- Customer Value: SmartNet support and maintenance on JEA Cisco infrastructure equipment ensures operational readiness.
- Financial Value: SmartNet support and maintenance on JEA Cisco infrastructure equipment lowers total cost of ownership for the organization.

**JEA IFB/RFP/State/City/GSA#:** CPA 159333, 076-16

**Purchasing Agent:** Woyak, Nathan J.

**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
PRESIDIO NETWORKED SOLUTIONS, LLC	John Behee	jbehee@presidio.com	10151 Deerwood Park Blvd, Bldg 200 Suite 250, Jacksonville, FL 32256	(904)472-4146	\$572,443.31

**Amount of Original Award:** \$1,367,986.12

**Date of Original Award:** 10/20/2016



**Change Order Amount:** \$572,443.31

**List of Previous Change Order/Amendments:**

CPA #	Amount	Date
159333	\$230,152.50	11/01/2018

**New Not-To-Exceed Amount:** \$2,170,581.93  
**Length of Contract/PO Term:** Three (3) Years w/ One (1) Year Renewal  
**Begin Date (mm/dd/yyyy):** 10/01/2016  
**End Date (mm/dd/yyyy):** 09/30/2020  
**Renewal Options:** None remaining  
**JSEB Requirement:** N/A – Specialty Services

**Background/Recommendations:**

Competitively bid and approved by the Awards Committee on 10/20/2016. Additionally, a change order request was approved by the Awards Committee on 11/01/2018. A copy of the original award and change order are attached as backup.

This request is for a one (1) year renewal from 10/01/2019 to 9/30/2020 to the existing contract with Presidio to provide SmartNet support and maintenance on JEA Cisco infrastructure equipment. The maintenance provided is to include hardware repair/replacement as well as troubleshooting support as needed. Approximately 1,300 of JEA's most critical items of Cisco equipment will require a maintenance agreement to ensure operational readiness and maintain budgetary controls. The spreadsheet attached as backup shows all items covered and how the \$572,443.31 renewal amount was determined.

JEA will continue to receive the same discount from Presidio for the renewal, which is a twenty percent (20%) discount off Cisco's list price on telephony items and a twenty-one percent (21%) discount off Cisco list price Voice-ECMU items. JEA expects to spend \$50,000.00 more than the \$525,500.00 budgeted during this renewal due to the increase in Cisco items covered from the move to the new Cologix Data center. The \$50,000.00 shortage in budgeted funds will be transferred from line 1801. JEA plans to rebid these services following this renewal.

Request approval to award a one (1) year renewal to Presidio Networked Solutions, LLC for Cisco SmartNet - Equipment Support and Maintenance of JEA's Cisco Infrastructure, in the amount of \$572,443.31, for a new not-to-exceed amount of \$2,170,581.93 subject to the availability of lawfully appropriated funds.

**Manager:** Todd, Landon M. - Mgr IT Infrastructure & Collaboration Platforms  
**Director:** Traylor, Kymberly A. - Dir Network & Telecommunication Services  
**VP:** Eads, Shawn W. - VP & Chief Information Officer

**APPROVALS:**

  
\_\_\_\_\_  
**Chairman, Awards Committee** **Date** 11/21/19

  
\_\_\_\_\_  
**Manager, Capital Budget Planning** **Date** 11/21/19



## Formal Bid and Award System

CPA 159333

Award #6 November 1, 2018

**Type of Award Request:** CONTRACT INCREASE  
**Request #:** 6421  
**Requestor Name:** Traylor, Kymberly A.-Dir Network & Telecommunication Srvs  
**Requestor Phone:** (904) 665-8983  
**Project Title:** Cisco SmartNet - Support and Maintenance of JEA's Cisco Infrastructure  
**Project Number:** ~~HEB0600~~ 30904  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$525,500.00 (Annually)  
**Scope of Work:**

This contract is to provide SmartNet support and maintenance on approximately 400 items of CISCO infrastructure equipment. Cisco SmartNet support and maintenance assists JEA with ensuring the network reliability and operational readiness through hardware repair/replacement, software upgrades, security vulnerability patches and troubleshooting support. JEA requires Cisco SmartNet to provide the best overall value from the products and services JEA has invested in and to help ensure JEA network switches, routers, firewalls and security applications can match the security threats of today. Furthermore, it has been demonstrated that proper maintenance on systems and their software, will extend the useful life resulting in a lower TCO for the organization. The agreement will provide 24/7/365, rapid access to the full breadth of support offering guaranteed, quicker access to vital manufacturer resources allowing a faster resolution to any operational issue encountered. In addition, the preventive services provide valuable system health, lifecycle planning and compliance adherence. Finally, the included security enhancements to all existing software that is included in the maintenance agreements is critical in the ever changing landscape of threats to JEA's infrastructure.

**JEA IFB/RFP/State/City/GSA#:** CPA 159333, 076-16  
**Purchasing Agent:** Woyak, Nathan  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
PRESIDIO NETWORKED SOLUTIONS LLC	JOHN BEHEE	JBEHEE@PRESIDIO.COM	10151 DEERWOOD PARK BLVD, BLDG 200 SUITE 250, JACKSONVILLE FL 32256	(904) 472-4146	\$230,152.50

**Amount of Original Award:** \$1,367,986.12  
**Date of Original Award:** 10/20/2016



**Change Order Amount:** \$230,152.50  
**New Not-To-Exceed Amount:** \$1,598,138.62  
**Length of Contract/PO Term:** Three (3) Years w/One (1) - 1 Yr. Renewal  
**Begin Date (mm/dd/yyyy):** 10/20/2016  
**End Date (mm/dd/yyyy):** 09/30/2019  
**Renewal Options:** Yes- One (1) - 1 Yr. Renewal  
**JSEB Requirement:** N/A – Specialty Services

**Background/Recommendation**

Competitively bid and approved by the Awards Committee on 10/20/2016. A copy of the original award is attached as backup.

This request is for a contract increase in the amount of \$230,153.50 for additional funds needed to cover SmartNet support for FY19 through the end of the current contract term on 09/30/2019. The main drivers behind the increase are additional equipment purchased for Cisco Spark / WebEx, aging equipment with higher maintenance costs and the original award underestimated the support required during the current contract term. The award amount of \$230,152.50 is the shortage of funds to cover the total amount due in FY19 of \$501,520.92. The discount percentage of (21%) off of Cisco SmartNet list price for the additional equipment remains the same.


The FY19 O&M Budget HEB0600 budget lines 1832 and 1825 includes a total budget of \$525,500.00 which will still cover the total amount due in FY19.

Request approval to award a contract increase to Presidio Networked Solutions, LLC for the addition of SmartNet support in the amount of \$230,152.50, for a new not-to-exceed amount of \$1,598,138.62, subject to the availability of lawfully appropriated funds.

**Director:** Traylor, Kymberly A.-Dir Network & Telecommunication Svcs  
**VP:** Cosgrave, Paul J. - Interim Chief Information Officer

**APPROVALS:**


11/1/18  
 \_\_\_\_\_  
**Chairman, Awards Committee** **Date**


11-1-18  
 \_\_\_\_\_  
**Manager, ~~Capital Budget Planning~~  
operating Budgets** **Date**



10/20/16 10

**Formal Bid and Award System**

Award #10 October 20, 2016

**Type of Award Request:** INVITATION TO NEGOTIATE (ITN)  
**Request #:** 581  
**Requestor Name:** Traylor, Kymberly A. - Mgr Network & Telecommunications Services  
**Requestor Phone:** (904) 665-8983  
**Project Title:** SmartNet - Support and Maintenance of JEA's Cisco Infrastructure  
**Project Number:** HEB30904  
**Project Location:** JEA  
**Funds:** O&M  
**Award Estimate:** \$1,500,000.00

**Scope of Work:**

The purpose of this Invitation to Negotiate (the "ITN") is for JEA to enter into a contract with a Cisco Gold Partner Member to provide SmartNet support and maintenance on JEA CISCO infrastructure equipment for three (3) years. The maintenance provided is to include hardware repair/replacement as well as troubleshooting support as needed. JEA has approximately 900 items of CISCO equipment that will require a maintenance agreement to ensure operational readiness and maintain budgetary controls. JEA requires the Respondent to offer the same percentage discount off Cisco Retail List price on all line items. JEA reserves the right to add additional items to the list and receive the same percentage discount off Cisco Retail List price.

**Requisition Number:**

**JEA IFB/RFP/State/City/GSA#:** 076-16  
**Purchasing Agent:** Woyak, Nathan J  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
Presidio Networked Solutions LLC	John Behee	Jbehee@Presidio.Com	10151 Deerwood Park Blvd, Bldg 200 Ste 250, Jacksonville FL 32256	(904) 472-4146	\$1,367,986.12

**Amount for entire term of Contract/PO:** \$1,367,986.12  
**Award Amount for remainder of this FY:** \$455,995.38  
**Length of Contract/PO Term:** Three (3) Years w/One (1) – 1 Yr. Renewal  
**Begin Date (mm/dd/yyyy):** 10/01/2016  
**End Date (mm/dd/yyyy):** 9/30/2019  
**Renewal Options:** YES – One (1) – 1 Yr. Renewal







**APPENDIX B  
RESPONSE FORM FOR SOLICITATION # 076-16**

SmartNet Support and Maintenance of JEA's Cisco Infrastructure

Submit an **original, two (2) copies and one (1) CD or thumb drive** along with other required forms in a sealed envelope to: JEA Procurement Dept., 21 W. Church St., Bid Office, Customer Center, 1<sup>st</sup> Floor, Room 002, Jacksonville, FL 32202-3139.

Company Name: Presidio Networked Solutions LLC

Company's Address 5337 Milenia Lakes Blvd., Suite 300, Orlando, FL 32839

License Number (if applicable) \_\_\_\_\_

Phone Number: 904.638.5610 FAX No: 904.638.5611 Email Address: jbehee@presidio.com

**BID SECURITY REQUIREMENTS**

- None required
- Certified Check or Bond Five Percent (5%)

**TERM OF CONTRACT**

- One Time Purchase
- Annual Requirements – Three (3) years – w/ 1 renewal option
- Other, Specify- Project Completion

**SAMPLE REQUIREMENTS**

- None required
- Samples required prior to Response Opening
- Samples may be required subsequent to Response Opening

**SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**

- None required
- Bond required 100% of Bid Award

**QUANTITIES**

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

**INSURANCE REQUIREMENTS**

Insurance required

**PAYMENT DISCOUNTS**

- 1% 20, net 30
- 2% 10, net 30
- 3% 5, net 30
- Other \_\_\_\_\_
- None Offered

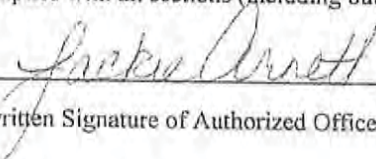
Item No.	ENTER YOUR RESPONSE FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES	Discount Percentage % Off List Price	TOTAL RESPONSE PRICE
1	Total 3 Year Cost Network-Telephony Appendix B Response Workbook Tab 1	20%	\$ 1,070,715.17
2	Total 3 Year Cost Voice-ECMU Appendix B Response Workbook Tab 2	21%	\$ 297,270.95
	Total Cost - SmartNet Support and Maintenance of JEA's Cisco Infrastructure		\$ 1,367,986.12

**RESPONDENT CERTIFICATION**

By submitting this Response, the Respondent certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Respondent Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Respondent also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda

1 \_\_\_\_\_ through 3 \_\_\_\_\_

  
\_\_\_\_\_

Handwritten Signature of Authorized Officer of Company or Agent      Date

Jackie Arnett, Executive Director

Printed Name and Title

28 September 2016

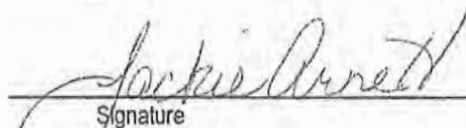
CONFLICT OF INTEREST  
CERTIFICATE

JEA IFB No. 076-16

Bidder must execute this form, if applicable, relative to Florida Statute 112.313. Failure to submit this form, if applicable, shall result in rejection of this bid.

I hereby certify that the following named JEA official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to bid opening.

Name	Title or Position	Date of Filing
NONE		
_____	_____	_____
_____	_____	_____
_____	_____	_____

  
\_\_\_\_\_  
Signature

Jackie Arnett, Executive Director  
\_\_\_\_\_  
Name of Certifying Official  
(type or print)

Presidio Networked Solutions LLC  
\_\_\_\_\_  
Company Name

8647 Baypine Road Building 1 Suite 100  
\_\_\_\_\_  
Business Address

Jacksonville, FL 32256  
\_\_\_\_\_  
City, State, Zip Code









**TO:** JEA  
Landon Todd  
P.O. Box 4910  
Jacksonville, FL 32232  
  
toddlm@jea.com  
(p) 904-665-7914

**FROM:** Presidio Networked Solutions  
Gabe Stix  
8647 Baypine Road  
Building 1  
Suite 100  
Jacksonville, FL 32256  
  
gstix@PRESIDIO.com  
(p) 301.313.2087

**BILL TO:** JEA  
Accounts Payable  
21 West Church Street  
Jacksonville, FL 32202  
  
acctpaycustsrv@jea.com  
(p) .

**SHIP TO:** JEA  
Landon Todd  
21 West Church Street  
Tower 2, 2nd Floor  
Jacksonville, FL 32202  
  
toddlm@jea.com  
(p) 904-665-7914

**Customer#:** JEAAA002  
**Account Manager:** John Behee  
**Inside Sales Rep:** Gabe Stix  
**Title:** JEA - Voice/Call Center HW - Smartnet Renewal cotermin 9/30/2021

#	Part #	Description	Unit Price	Qty	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL <b>Start Date:</b> 10/01/2020 <b>End Date:</b> 09/30/2021 <b>Comments:</b> 481149934	\$17,753.01	1	\$17,753.01

<b>Sub Total:</b>			<b>\$17,753.01</b>	
<b>Grand Total:</b>			<b>\$17,753.01</b>	

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

**Pricing**

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

**Invoicing**

- CLIENT is billed upon shipment from the manufacturer and shall accept and pay for partial shipment of products.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

**Freight, Handling, Shipping**

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin (FOB destination (CONUS) applicable to Federal Government CLIENTS only) unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT FOB origin.
- Presidio accepts no responsibility / liability in connection with the shipment.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees of 1% of the list price of such goods.

**Warranty and Limitation of Liability**

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

**Return Policy**

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

**Cancellation Policy**

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

**Leases**

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

**Software terms**

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.

**Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders**

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

**Multi-Year Agreements**

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

**SmartNet (Third party Maintenance)**

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)

**Confidential Information.**

• CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

**Export Law Compliance.**

• CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

**Miscellaneous Terms**

• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date



Quantity	1
Logic 1	(Multiple Items)

	Data				
	Sum of Customer Price (Six Months)	Sum of Difference	Count of Logic 1		
Total	\$ 108,914.49	\$ 12,536.24	\$ 132		11.51%

Product Number	Quote Number	Product Description
L-AC-APX-LIC=	461149583	Cisco AnyConnect Apex Term License, Total Authorized Users
L-ASA5516-TAM=	461149583	Cisco ASA5516 FirePOWER IPS and AMP Licenses
L-ISE-PLS-LIC=	461149583	Cisco ISE Plus License
L-ISE-APX-LIC=	461149583	Cisco ISE Apex License
L-ASA5545-TAM=	461149583	Cisco ASA5545 FirePOWER IPS and AMP Licenses
L-ASA5545-TAM=	461149583	Cisco ASA5545 FirePOWER IPS and AMP Licenses
WS-C4507RE+96V+	451150096	WS-C4507R+E Chassis, two WS-X4648-RJ45V+E, Sup7L-E, LAN Base
GLC-SX-MMD	451150096	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM
GLC-SX-MMD	451150096	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM
CISCO3925-V/K9	451150096	^Cisco 3925 Voice Bundle, PVD3-64, UC License PAK, FL-CUBE10
ASR1001	451150096	^^^Cisco ASR1001 System,Crypto, 4 built-in GE, Dual P/S
SLASR1-AIS	451150096	Cisco ASR 1000 Advanced IP Services License
ASR1001	451150096	^^^Cisco ASR1001 System,Crypto, 4 built-in GE, Dual P/S
SLASR1-AIS	451150096	Cisco ASR 1000 Advanced IP Services License
UCUCS-EZ-C220M3S	451150096	^UCS C220 M3 SFF dual-4-core/3.3 GHz, 64 GB RAM, 8x300 GB 15K
UCUCS-EZ-C220M3S	451150096	^UCS C220 M3 SFF dual-4-core/3.3 GHz, 64 GB RAM, 8x300 GB 15K
WS-C3750X-24P-E	451150096	^^Catalyst 3750X 24 Port PoE IP Services
N7K-C7010-B2S2E	451150096	Nexus 7010 Bundle (Chassis,1xSUP2E,5xFAB2),No Power Supplies
DCNM-SAN-N7K-K9	451150096	DCNM for SAN Advanced Edition for Nexus 7000
N7K-C7010-B2S2E	451150096	Nexus 7010 Bundle (Chassis,1xSUP2E,5xFAB2),No Power Supplies
DCNM-SAN-N7K-K9	451150096	DCNM for SAN Advanced Edition for Nexus 7000
N7K-C7010-B2S2E	451150096	Nexus 7010 Bundle (Chassis,1xSUP2E,5xFAB2),No Power Supplies
DCNM-SAN-N7K-K9	451150096	DCNM for SAN Advanced Edition for Nexus 7000
N7K-C7010-B2S2E	451150096	Nexus 7010 Bundle (Chassis,1xSUP2E,5xFAB2),No Power Supplies
DCNM-SAN-N7K-K9	451150096	DCNM for SAN Advanced Edition for Nexus 7000
N6K-C6001-64T	451150096	^Nexus 6001, 1RU switch, fixed 48p of 10G BASE-T and 4p QSFP+
DCNM-LS-N61-K9	451150096	^DCNM for SAN and LAN Advanced Edt. for Nexus 6001 switches
N6K-C6001-64T	451150096	^Nexus 6001, 1RU switch, fixed 48p of 10G BASE-T and 4p QSFP+
DCNM-LS-N61-K9	451150096	^DCNM for SAN and LAN Advanced Edt. for Nexus 6001 switches
N5K-C5548UP-FA	451150096	^Nexus 5548 UP Chassis, 32 10GbE Ports, 2 PS, 2 Fans
DCNM-LAN-N5K-K9	451150096	DCNM for LAN Advanced Edt. for Nexus 5000
DCNM-SAN-N5K-K9	451150096	DCNM for SAN License for Nexus 5000
N5K-C5548UP-FA	451150096	^Nexus 5548 UP Chassis, 32 10GbE Ports, 2 PS, 2 Fans
DCNM-LAN-N5K-K9	451150096	DCNM for LAN Advanced Edt. for Nexus 5000
DCNM-SAN-N5K-K9	451150096	DCNM for SAN License for Nexus 5000
N2K-C2248TPE-FA-B	451150096	Standard Airflow pack:N2K-C2248TP-E-1GE, 2 AC PS, 1Fan
N2K-C2248TPE-FA-B	451150096	Standard Airflow pack:N2K-C2248TP-E-1GE, 2 AC PS, 1Fan
N5K-C5548UP-BUN	451150096	^Nexus 5548UP in N5548UP-N2K Bundle
N2K-C2248TPE-FA-B	451150096	Standard Airflow pack:N2K-C2248TP-E-1GE, 2 AC PS, 1Fan
N2K-C2248TPE-FA-B	451150096	Standard Airflow pack:N2K-C2248TP-E-1GE, 2 AC PS, 1Fan
DCNM-LAN-N5K-K9	451150096	DCNM for LAN Advanced Edt. for Nexus 5000
DCNM-SAN-N5K-K9	451150096	DCNM for SAN License for Nexus 5000
DCNM-LAN-N5K-K9	451150096	DCNM for LAN Advanced Edt. for Nexus 5000
DCNM-SAN-N5K-K9	451150096	DCNM for SAN License for Nexus 5000
N6K-C6001-64T	451150096	^Nexus 6001, 1RU switch, fixed 48p of 10G BASE-T and 4p QSFP+
DCNM-LS-N61-K9	451150096	^DCNM for SAN and LAN Advanced Edt. for Nexus 6001 switches
N6K-C6001-64T	451150096	^Nexus 6001, 1RU switch, fixed 48p of 10G BASE-T and 4p QSFP+
DCNM-LS-N61-K9	451150096	^DCNM for SAN and LAN Advanced Edt. for Nexus 6001 switches
N6004-B-24Q	451150096	^Nexus 6004 EF chassis 24x40GE Ports/FCoE Bundle; 6PS,4 FAN
DCNM-SAN-N64-K9	451150096	^DCNM for SAN Advanced Edt. for Nexus 6004 switches
DCNM-LAN-N64-K9	451150096	^DCNM for LAN Advanced Edt. for Nexus 6004 switches
N6004-B-24Q	451150096	^Nexus 6004 EF chassis 24x40GE Ports/FCoE Bundle; 6PS,4 FAN
DCNM-SAN-N64-K9	451150096	^DCNM for SAN Advanced Edt. for Nexus 6004 switches
DCNM-LAN-N64-K9	451150096	^DCNM for LAN Advanced Edt. for Nexus 6004 switches
DCNM-SAN-N64-K9	451150096	^DCNM for SAN Advanced Edt. for Nexus 6004 switches
DCNM-LAN-N64-K9	451150096	^DCNM for LAN Advanced Edt. for Nexus 6004 switches
N6004-B-24Q	451150096	^Nexus 6004 EF chassis 24x40GE Ports/FCoE Bundle; 6PS,4 FAN
DCNM-SAN-N64-K9	451150096	^DCNM for SAN Advanced Edt. for Nexus 6004 switches
DCNM-LAN-N64-K9	451150096	^DCNM for LAN Advanced Edt. for Nexus 6004 switches
SNS-3415-K9	451150096	^Small Secure Network Server for ISE, NAC, & ACS Applications
SNS-3415-K9	451150096	^Small Secure Network Server for ISE, NAC, & ACS Applications
FS-VMW-10-SW-K9	451150096	Cisco Firepower Management Center,(VMWare) for 10 devices

ASA5545-K9	451150096	ASA 5545-X with SW, 8GE Data, 1GE Mgmt, AC, 3DES/AES
WS-C4506-E	451150096	Cat4500 E-Series 6-Slot Chassis, fan, no ps
SNS-3415-K9	451150096	^Small Secure Network Server for ISE, NAC, & ACS Applications
SNS-3415-K9	451150096	^Small Secure Network Server for ISE, NAC, & ACS Applications
SNS-3415-K9	451150096	^Small Secure Network Server for ISE, NAC, & ACS Applications
SNS-3495-K9	451150096	^Large Secure Server for ISE, ACS and NAC Applications
SNS-3495-K9	451150096	^Large Secure Server for ISE, ACS and NAC Applications
SNS-3495-K9	451150096	^Large Secure Server for ISE, ACS and NAC Applications
PI-UCS-APL-K9	451150096	^Cisco Prime Infrastructure UCS Physical HW Appliance
C1-AIR-CT5520-K9	451150096	<b>Cisco ONE - 5520 Wireless Controller w/rack mounting kit</b>
C1FPAIRK9	451150096	Cisco ONE Foundation Perpetual - Wireless
C1-AIR-CT5520-K9	451150096	Cisco ONE - 5520 Wireless Controller w/rack mounting kit
C1FPAIRK9	451150096	Cisco ONE Foundation Perpetual - Wireless
AIR-CT5520-K9	451150096	Cisco 5520 Wireless Controller w/rack mounting kit
AIR-CT5520-K9	451150096	Cisco 5520 Wireless Controller w/rack mounting kit
WS-C2960X-24TS-L	451150096	Catalyst 2960-X 24 GigE, 4 x 1G SFP, LAN Base
FS750-K9	451150096	Cisco Firepower Management Center 750 Chassis, 1U
FS750-K9	451150096	Cisco Firepower Management Center 750 Chassis, 1U
WS-C3650-24TS-L	451150096	Cisco Catalyst 3650 24 Port Data 4x1G Uplink LAN Base
WS-C3650-24TS-E	451150096	Cisco Catalyst 3650 24 Port Data 4x1G Uplink IP Services
WS-C3650-48TS-E	451150096	Cisco Catalyst 3650 48 Port Data 4x1G Uplink IP Services
WS-C2960X-24PS-L	451150096	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base
C2921-VSEC/K9	451150096	^Cisco 2921 Voice Sec. Bundle, PVD3-32, UC&SEC Lic,FL-CUBE5
C3945E-VSEC/K9	451150096	^Cisco 3945E Voice Sec Bundle, PVD3-64, UC&SEC Lic,FL-CUBE10
C1-WSC3850-12X48UL	451150096	Cisco ONE Catalyst 3850 48Port (12mGig+36Gig) UPoE LAN Base
C1FPCAT38502K9	451150096	Cisco One Foundation Perpetual - Catalyst 3850 48-port
C1FPCAT38502K9	451150096	Cisco One Foundation Perpetual - Catalyst 3850 48-port
C1FPCAT38502K9	451150096	Cisco One Foundation Perpetual - Catalyst 3850 48-port
C1FPCAT38502K9	451150096	Cisco One Foundation Perpetual - Catalyst 3850 48-port
C1FPCAT38502K9	451150096	Cisco One Foundation Perpetual - Catalyst 3850 48-port
C1FPCAT38502K9	451150096	Cisco One Foundation Perpetual - Catalyst 3850 48-port
C1FPCAT38502K9	451150096	Cisco One Foundation Perpetual - Catalyst 3850 48-port
ASA5545-K8	451150096	ASA 5545-X with SW, 8GE Data, 1GE Mgmt, AC, DES
ASA-IC-6GE-CU-C	451150096	ASA 5545-X/5555-X Interface Card 6-port 10/100/1000, RJ-45
L-MGMT3X-PI-BASE=	451150096	Cisco Ent MGMT: PI 3.x Platform Base Lic
C1FPCAT38502K9	451150096	Cisco One Foundation Perpetual - Catalyst 3850 48-port
C1FPCAT38502K9	451150096	Cisco One Foundation Perpetual - Catalyst 3850 48-port
C1FPCAT38502K9	451150096	Cisco One Foundation Perpetual - Catalyst 3850 48-port
C1FPCAT38502K9	451150096	Cisco One Foundation Perpetual - Catalyst 3850 48-port
IE-2000-16TC-G-L	451150096	IE2000 with 16FE Copper, 2GE SFP/T and 2FE SFP (Lan Lite)
WS-C3650-24PS-E	451150096	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Services
WS-C3850-12X48U-L	451150096	Cisco Catalyst 3850 48 Port (12 mGig+36 Gig) UPoE LAN Base
WS-C3850-24XU-L	451150096	Cisco Catalyst 3850 24 mGig Port UPoE LAN Base
WS-C3850-48U-E	451150096	Cisco Catalyst 3850 48 Port UPOE IP Services
WS-C4503-E	451150096	Cat4500 E-Series 3-Slot Chassis, fan, no ps
WS-C3650-48FD-E	451150096	Cisco Catalyst 3650 48 Port Full PoE 2x10G Uplink IPServices
ASA5516-FTD-K9	451150096	ASA 5516-X with Firepower Threat Defense, 8GE, AC
ASA5516-FTD-K9	451150096	ASA 5516-X with Firepower Threat Defense, 8GE, AC
ASA5516-FTD-K9	451150096	ASA 5516-X with Firepower Threat Defense, 8GE, AC
ASA5516-FTD-K9	451150096	ASA 5516-X with Firepower Threat Defense, 8GE, AC
ASA5516-FTD-K9	451150096	ASA 5516-X with Firepower Threat Defense, 8GE, AC
ASA5516-FTD-K9	451150096	ASA 5516-X with Firepower Threat Defense, 8GE, AC
ASA5516-FTD-K9	451150096	ASA 5516-X with Firepower Threat Defense, 8GE, AC
ASA5516-FTD-K9	451150096	ASA 5516-X with Firepower Threat Defense, 8GE, AC
IE-2000-8TC-L	451150096	IE2000 with 8FE Copper ports and 2FE Combo (Lan Lite)
WS-C2960X-24TS-L	451150096	Catalyst 2960-X 24 GigE, 4 x 1G SFP, LAN Base
WS-C3850-24U-E	451150096	Cisco Catalyst 3850 24 Port UPOE IP Services
N6004-B-24Q	451150096	^Nexus 6004 EF chassis 24x40GE Ports/FCoE Bundle; 6PS,4 FAN
ISR4331-SEC/K9	451150096	Cisco ISR 4331 Sec bundle w/SEC license
ASA5500X-SSD120=	451150096	ASA 5512-X through 5555-X 120 GB MLC SED SSD (Spare)
R-DCNM-SVR-10-K9=	451150096	DCNM v10 - SW for Server - E-Delivery
ASA5516-FPWR-K9	451150096	ASA 5516-X with FirePOWER services, 8GE, AC, 3DES/AES
ASA5516-FPWR-K9	451150096	ASA 5516-X with FirePOWER services, 8GE, AC, 3DES/AES



SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
DS-C9706	451150096	MDS 9706 Chassis No Power Supplies, Fans Included
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
C1F1PMD59700K9	451150096	Cisco ONE Foundation Perpetual MDS 9700
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
SFP-10G-SR	451150096	10GBASE-SR SFP Module
WS-C2960X-48FPS-L	451150096	Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base
CP-DX80-K9=	451150096	Cisco Webex DX80
CP-DX80-K9=	451150096	Cisco Webex DX80
EXPWY-E-BDL-K9	451150096	^Expressway-E Appliance Bundle
EXPWY-E-BDL-K9	451150096	^Expressway-E Appliance Bundle
C9300-48U-A	451150096	Catalyst 9300 48-port UPOE, Network Advantage
C9300-48U-A	451150096	Catalyst 9300 48-port UPOE, Network Advantage
N93-FNPV1K9=	451150096	FCOE NPV License for 9300 Series Switches
N93-FNPV1K9=	451150096	FCOE NPV License for 9300 Series Switches
C1-N9K-C93180LC-EX	451150096	Cisco ONE Nexus 9300 Series, 24p 40/50G and 6p 100G
C1-N9K-C93180LC-EX	451150096	Cisco ONE Nexus 9300 Series, 24p 40/50G and 6p 100G
C1-N9K-C93180LC-EX	451150096	Cisco ONE Nexus 9300 Series, 24p 40/50G and 6p 100G
N9K-C9504-B3-E	451150096	Nexus 9504 chassis bundle with 1Sup, 3PS, 2SC, 4 FM-E, 3Fan
N7702-S2E-40G-P1	451150096	Nexus 7702 40G Promotional Bundle
N7702-S2E-40G-P1	451150096	Nexus 7702 40G Promotional Bundle
C9500-32QC-A	451150096	Catalyst 9500 32-port 40/100G only, Advantage
SPARK-BOARD55-K9	451150096	^Cisco Spark Board 55
SPARK-BOARD55-K9	451150096	^Cisco Spark Board 55
SPARK-BOARD55-K9	451150096	^Cisco Spark Board 55
SPARK-BOARD55-K9	451150096	^Cisco Spark Board 55
FS-VMW-10-SW-K9	451150096	Cisco Firepower Management Center,(VMWare) for 10 devices



SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
UCS-SP-5108-AC	451150096	UCS SP Select 5108 AC2 Chassis w/2208 IO, 4x SFP cable 3m
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
UCS-SP-5108-AC	451150096	UCS SP Select 5108 AC2 Chassis w/2208 IO, 4x SFP cable 3m
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
UCS-SP-5108-AC	451150096	UCS SP Select 5108 AC2 Chassis w/2208 IO, 4x SFP cable 3m
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
N9K-C9504-B3-E	451150096	Nexus 9504 chassis bundle with 1Sup, 3PS, 2SC, 4 FM-E, 3Fan
C1-N5K-C5672UP	451150096	Cisco OneNexus5672UP 1RU,32x10G SFP+,16pxUP SFP+,6x40G QSFP+
C1A2PNEX56721K9	451150096	Cisco ONE Advanced Perpetual Nexus 5672
C1F2PNEX56721K9	451150096	Cisco ONE Foundation Perpetual Nexus 5672
C1-N5K-C5672UP	451150096	Cisco OneNexus5672UP 1RU,32x10G SFP+,16pxUP SFP+,6x40G QSFP+
C1F2PNEX56721K9	451150096	Cisco ONE Foundation Perpetual Nexus 5672
C1A2PNEX56721K9	451150096	Cisco ONE Advanced Perpetual Nexus 5672
C1-N5K-C5672UP	451150096	Cisco OneNexus5672UP 1RU,32x10G SFP+,16pxUP SFP+,6x40G QSFP+
C1F2PNEX56721K9	451150096	Cisco ONE Foundation Perpetual Nexus 5672
C1A2PNEX56721K9	451150096	Cisco ONE Advanced Perpetual Nexus 5672
C1-N5K-C5672UP	451150096	Cisco OneNexus5672UP 1RU,32x10G SFP+,16pxUP SFP+,6x40G QSFP+
C1F2PNEX56721K9	451150096	Cisco ONE Foundation Perpetual Nexus 5672
C1A2PNEX56721K9	451150096	Cisco ONE Advanced Perpetual Nexus 5672
UCS-SP-FI6454	451150096	(Not sold standalone) UCS 6454 FI
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
UCS-SP-FI6454	451150096	(Not sold standalone) UCS 6454 FI
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
UCS-SP-FI6454	451150096	(Not sold standalone) UCS 6454 FI
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
UCS-SP-FI6454	451150096	(Not sold standalone) UCS 6454 FI
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU3M	451150096	10GBASE-CU SFP+ Cable 3 Meter
QSFP-40/100-SRBD	451150096	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF
QSFP-40/100-SRBD	451150096	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF
NXOS-AD-XF	451150096	NX-OS Advantage License for Nexus 9300 (10G+) Platforms
QSFP-40/100-SRBD	451150096	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF
N9K-C9336C-FX2-B	451150096	Nexus 9336C-FX2 bundle PID
QSFP-40/100-SRBD	451150096	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF
N9K-C9336C-FX2-B	451150096	Nexus 9336C-FX2 bundle PID
QSFP-40/100-SRBD	451150096	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF
QSFP-40/100-SRBD	451150096	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF

QSFP-40/100-SRBD	451150096	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF
QSFP-40/100-SRBD	451150096	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF
QSFP-40/100-SRBD	451150096	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF
NXOS-AD-XF	451150096	NX-OS Advantage License for Nexus 9300 (10G+) Platforms
QSFP-40/100-SRBD	451150096	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF
QSFP-40/100-SRBD	451150096	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF
QSFP-40/100-SRBD	451150096	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF
QSFP-40/100-SRBD	451150096	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF
QSFP-40/100-SRBD	451150096	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF
QSFP-40/100-SRBD	451150096	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF
QSFP-40/100-SRBD	451150096	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF
N9K-C9336C-FX2-B	451150096	Nexus 9336C-FX2 bundle PID
N9K-C9336C-FX2-B	451150096	Nexus 9336C-FX2 bundle PID
CS-BOARD70S-M-K9	451150096	^Cisco Webex Board 70S (MSRP)
ASR1001-HX	451150096	Cisco ASR1001-HX System,4x10GE+4x1GE,2xP/S, optional crypto
SLASR1-AES	451150096	Cisco ASR 1000 Advanced Enterprise Services License
M-ASR1001HX-16GB	451150096	Cisco ASR1001-HX 16GB DRAM
R-ISE-VMS-K9=	451150096	Cisco ISE Virtual Machine Small
LIC-CT5520-1A	451150096	Cisco 5520 Wireless Controller 1 AP Adder License
LIC-CT5520-1A	451150096	Cisco 5520 Wireless Controller 1 AP Adder License
LIC-CUCM-11X-ENH-A	451150096	UC Manager-11.x Enhanced Single User License
R-ISE-VMS-K9=	451150096	Cisco ISE Virtual Machine Small
L-CSR-100M-AX-1Y=	451150096	CSR 1000V e-PAK 1-year 100Mbps AX Package
IC3000-2C2F-K9	451150096	Industrial Compute appliance
IXM-LPWA-900-16-K9	451150096	Cisco 900MHz LoRaWAN Gateway, IP67, 16-Channels, TDOA
<b>AIR-AP15621-B-K9</b>	451150096	<b>802.11ac W2 Low-Profile Outdoor AP, Internal Ant, B Reg Dom.</b>
IR510-OFDM-FCC/K9	451150096	IR510 915Mhz WPAN router w/ 2 serial,1 FE LAN
ANT-WPAN-OD-OUT-N	451150096	WPAN Dipole Antenna 863-928MHz, Direct Connect,1.5dBi gain
IE-3300-8P2S-E	451150096	Catalyst IE3300 with 8 GE PoE+ and 2 GE SFP, Modular, NE
IE-3300-8P2S-E	451150096	Catalyst IE3300 with 8 GE PoE+ and 2 GE SFP, Modular, NE
IE-3300-8P2S-E	451150096	Catalyst IE3300 with 8 GE PoE+ and 2 GE SFP, Modular, NE
CGR1240/K9	451150096	CGR1240 w/ 4 module slots,2 GE,2 serial,4 FE LAN,Wi-Fi,GPS
DCNM-LAN-N93-K9=	451150096	DCNM for LAN Advanced Edt. for Nexus 9300 switches
DCNM-LAN-N93-K9=	451150096	DCNM for LAN Advanced Edt. for Nexus 9300 switches
DCNM-LAN-N93-K9=	451150096	DCNM for LAN Advanced Edt. for Nexus 9300 switches
DCNM-LAN-N93-K9=	451150096	DCNM for LAN Advanced Edt. for Nexus 9300 switches
DCNM-LAN-N95-K9=	451150096	DCNM for LAN Advanced Edt. for Nexus 9500 switches
DCNM-LAN-N95-K9=	451150096	DCNM for LAN Advanced Edt. for Nexus 9500 switches
DCNM-LAN-N5K-K9=	451150096	DCNM for LAN Advanced Edt. for Nexus 5000
DCNM-LAN-N5K-K9=	451150096	DCNM for LAN Advanced Edt. for Nexus 5000
DCNM-LAN-N5K-K9=	451150096	DCNM for LAN Advanced Edt. for Nexus 5000
DCNM-LAN-N5K-K9=	451150096	DCNM for LAN Advanced Edt. for Nexus 5000
DCNM-LAN-N5K-K9=	451150096	DCNM for LAN Advanced Edt. for Nexus 5000
DCNM-LAN-N5K-K9=	451150096	DCNM for LAN Advanced Edt. for Nexus 5000
DCNM-LAN-N5K-K9=	451150096	DCNM for LAN Advanced Edt. for Nexus 5000
C1-N5K-C5672UP	451150096	Cisco OneNexus5672UP 1RU,32x10G SFP+,16pxUP SFP+,6x40G QSFP+
C1A2PNEX56721K9	451150096	Cisco ONE Advanced Perpetual Nexus 5672
C1F2PNEX56721K9	451150096	Cisco ONE Foundation Perpetual Nexus 5672
UCSB-B200-M5-U	451150096	UCS B200 M5 Blade w/o CPU, mem, HDD, mezz (UPG)
C9500-DNA-32QC-A	451150096	C9500 DNA Advantage, Term License
DNAC1E-OP-500M-1Y	451150096	DNAC1 Essentials On-Prem 500mbps Subscription 1Y
AIR-DNAC1E	451150096	CISCO DNA4C1 Essentials Term Wireless
C29603-DNAC1E	451150096	DNAC1 Essentials Term C2960X/XR 24P
C29603-DNAC1E	451150096	DNAC1 Essentials Term C2960X/XR 24P
C29603-DNAC1E	451150096	DNAC1 Essentials Term C2960X/XR 24P
C29603-DNAC1E	451150096	DNAC1 Essentials Term C2960X/XR 24P
AIR-DNAC1E	451150096	CISCO DNA4C1 Essentials Term Wireless
C29603-DNAC1E	451150096	DNAC1 Essentials Term C2960X/XR 24P
C29603-DNAC1E	451150096	DNAC1 Essentials Term C2960X/XR 24P
C29603-DNAC1E	451150096	DNAC1 Essentials Term C2960X/XR 24P
C29603-DNAC1E	451150096	DNAC1 Essentials Term C2960X/XR 24P
C29603-DNAC1E	451150096	DNAC1 Essentials Term C2960X/XR 24P
AIR-DNAC1E	451150096	CISCO DNA4C1 Essentials Term Wireless
C29603-DNAC1E	451150096	DNAC1 Essentials Term C2960X/XR 24P



C29603-DNAC1E	451150096	DNAC1 Essentials Term C2960X/XR 24P
AIR-DNAC1E	451150096	CISCO DNA4C1 Essentials Term Wireless
C38502-DNAC1ER	451150096	DNAC1 Essentials Term C3850 48P - RENEW ONLY
C38502-DNAC1ER	451150096	DNAC1 Essentials Term C3850 48P - RENEW ONLY
C38502-DNAC1ER	451150096	DNAC1 Essentials Term C3850 48P - RENEW ONLY
C38502-DNAC1ER	451150096	DNAC1 Essentials Term C3850 48P - RENEW ONLY
C38502-DNAC1ER	451150096	DNAC1 Essentials Term C3850 48P - RENEW ONLY
C38502-DNAC1ER	451150096	DNAC1 Essentials Term C3850 48P - RENEW ONLY
C38502-DNAC1ER	451150096	DNAC1 Essentials Term C3850 48P - RENEW ONLY
C38502-DNAC1ER	451150096	DNAC1 Essentials Term C3850 48P - RENEW ONLY
C38502-DNAC1ER	451150096	DNAC1 Essentials Term C3850 48P - RENEW ONLY
AIR-DNAC1ER	451150096	CISCO DNA4C1 Essentials Term Wireless - For Renewal
AIR-DNAC1ER	451150096	CISCO DNA4C1 Essentials Term Wireless - For Renewal
C38502-DNAC1ER	451150096	DNAC1 Essentials Term C3850 48P - RENEW ONLY

PAK/Serial Numb	Instant	Service	SKU	Takeover L	Target Contr	Start Date	End [	Last Dat	Quan	End C
IL010CIKY3Q	5E+09	ANYSL	L-AC-APX No		201017272	11-Oct-2020	####		25	101036
VGP7DJ5CZ8C	5E+09	ASAFP	L-ASA551 No		94618133	11-Oct-2020	####		2	101036
G3GFTGW1WR3	5E+09	PLS	L-ISE-PL No		202931536	01-Oct-2020	####		1000	200023
WBA3C8E1SLO	5E+09	APX	L-ISE-AP No		202931495	01-Oct-2020	####		1000	200023
MXPDC19GPVT	5E+09	ASAFP	L-ASA554 No		94618133	01-Oct-2020	####		2	402833
CWR2T5HNX8G	5E+09	ASAFP	L-ASA554 No		94618133	01-Oct-2020	####		2	402833
FXS1634Q2GB	1E+09	SSSNT	CON-SSS No		202211868	01-Oct-2020	####	#####	1	404422
FNS154602NU	1E+09	SSSNT	CON-SSS No		202211868	01-Oct-2020	####		1	404422
FNS154602MD	1E+09	SSSNT	CON-SSS No		202211868	01-Oct-2020	####		1	404422
FTX1637ALM8	1E+09	SW	CON-SW No		202211868	01-Oct-2020	####	#####	1	800099
SSI16450CD1	1E+09	SW	CON-SW No		202211868	01-Oct-2020	####	#####	1	193471
	1E+09	SW	CON-SW No		202211868	01-Oct-2020	####		1	193471
SSI1644084T	1E+09	SW	CON-SW No		202211868	01-Oct-2020	####	#####	1	193471
	1E+09	SW	CON-SW No		202211868	01-Oct-2020	####		1	193471
FCH1703V1WT	1E+09	SNT	CON-SNT No		202211868	01-Oct-2020	####	#####	1	415131
FCH1703V1XV	1E+09	SNT	CON-SNT No		202211868	01-Oct-2020	####	#####	1	415131
FDO1721R1DX	1E+09	SW	CON-SW No		202940438	01-Oct-2020	####	#####	1	417573
JAF1732BKTR	1E+09	SW	CON-SW No		202211868	01-Oct-2020	####		1	800099
3112J149E77	1E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####		1	800099
JAF1732BLBE	1E+09	SW	CON-SW No		202211868	01-Oct-2020	####		1	800099
3112J5C1494	1E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####		1	800099
JAF1732AKAM	1E+09	SW	CON-SW No		202211868	01-Oct-2020	####		1	800099
3112J31BEBB	1E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####		1	800099
JAF1732BKTO	1E+09	SW	CON-SW No		202211868	01-Oct-2020	####		1	800099
3112J621A22	1E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####		1	800099
FOC1812R105	2E+09	SW	CON-SW No		202211868	01-Oct-2020	####	#####	1	820160
6011J722784	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####	#####	1	800099
FOC1808R2BR	2E+09	SW	CON-SW No		202211868	01-Oct-2020	####	#####	1	820160
6011J4FB6E4	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####	#####	1	800099
SSI1808072N	2E+09	SNT	CON-SNT No		202211868	01-Oct-2020	####	#####	1	800099
5511J5936F6	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####	#####	1	800099
3231J382BCB	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####	#####	1	800099
SSI180804VQ	2E+09	SNT	CON-SNT No		202211868	01-Oct-2020	####	#####	1	800099
5511JCC4BE4	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####	#####	1	800099
3231J386494	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####	#####	1	800099
FOX1809G7GT	2E+09	SNT	CON-SNT No		202940438	01-Oct-2020	####		1	800099
FOX1808GKNV	2E+09	SNT	CON-SNT No		202940438	01-Oct-2020	####		1	800099
SSI180805ZM	2E+09	SNT	CON-SNT No		202940438	01-Oct-2020	####	#####	1	800099
FOX1809G7G8	2E+09	SNT	CON-SNT No		202940438	01-Oct-2020	####		1	800099
FOX1808GKMU	2E+09	SNT	CON-SNT No		202940438	01-Oct-2020	####		1	800099
5511J498242	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####	#####	1	800099
3231J5CBC45	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####	#####	1	800099
5511J356602	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####	#####	1	800099
3231J10A941	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####	#####	1	800099
FOC1808R2BS	2E+09	SW	CON-SW No		202211868	01-Oct-2020	####	#####	1	800099
6011J7C9D55	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####	#####	1	800099
FOC1808R2CD	2E+09	SW	CON-SW No		202211868	01-Oct-2020	####	#####	1	800099
6011J662295	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####	#####	1	800099
FOC1818R035	2E+09	SW	CON-SW No		202211868	01-Oct-2020	####	#####	1	800099
6011J625448	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####	#####	1	800099
6011J33628E	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####	#####	1	800099
FOC1816R33H	2E+09	SW	CON-SW No		202211868	01-Oct-2020	####	#####	1	800099
6011J6944C9	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####	#####	1	800099
6011J2CAF93	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####	#####	1	800099
6011J2CEC8F	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####	#####	1	800099
6011J7C9E50	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####	#####	1	800099
FOC1818R02H	2E+09	SW	CON-SW No		202211868	01-Oct-2020	####	#####	1	800099
6011J1BD6B3	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####	#####	1	800099
6011J2B6B05	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####	#####	1	800099
FCH1830V340	2E+09	SNT	CON-SNT No		202211868	01-Oct-2020	####	#####	1	200034
FCH1830V20Q	2E+09	SNT	CON-SNT No		202211868	01-Oct-2020	####	#####	1	200034
7361J60DD1B	2E+09	ECMU	CON-ECM No		202940438	01-Oct-2020	####		2	200049

FTX190411K4	2E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####	#####	1	200049
FXS1903Q0AH	2E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####	#####	1	200049
FCH1921V093	2E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####	#####	1	200076
FCH1920V1ER	2E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####	#####	1	200076
FCH1920V2SW	2E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####	#####	1	200076
FCH1921V0AN	2E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####	#####	1	200076
FCH1920V1D1	2E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####	#####	1	200076
FCH1920V1CY	2E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####	#####	1	200076
FCH1934V02U	2E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####	#####	1	800099
FCH1934V0VY	2E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####	#####	1	800099
	2E+09 ECMU	CON-ECM No	202940438	01-Oct-2020	####		300	800099
FCH1934V0X6	2E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####		1	800099
	2E+09 ECMU	CON-ECM No	202940438	01-Oct-2020	####		300	800099
FCH1935V070	2E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####		1	800099
FCH1935V07E	2E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####		1	800099
FCW1936B26H	2E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####		1	200065
JMX193880FS	2E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####	#####	1	200065
JMX193880FQ	2E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####	#####	1	200065
FDO1931E0CR	2E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####		1	200065
FDO1931E0CP	2E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####		1	200065
FDO1933E1MB	2E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####		1	200065
FCW1947A47Q	2E+09 SNT	CON-SNT No	202940438	01-Oct-2020	####		1	325692
FJC2010A25X	2E+09 SW	CON-SW No	202211868	01-Oct-2020	####	#####	1	200061
FJC2014D0AY	2E+09 SW	CON-SW No	202211868	01-Oct-2020	####	#####	1	200061
FCW2020F05F	2E+09 SW	CON-SW No	202211868	01-Oct-2020	####	#####	1	402833
	2E+09 ECMU	CON-ECM No	202940438	01-Oct-2020	####		1	402833
	2E+09 ECMU	CON-ECM No	202940438	01-Oct-2020	####		1	402833
	2E+09 ECMU	CON-ECM No	202940438	01-Oct-2020	####		1	402833
	2E+09 ECMU	CON-ECM No	202940438	01-Oct-2020	####		1	402833
	2E+09 ECMU	CON-ECM No	202940438	01-Oct-2020	####		1	402833
	2E+09 ECMU	CON-ECM No	202940438	01-Oct-2020	####		1	402833
	2E+09 ECMU	CON-ECM No	202940438	01-Oct-2020	####		1	402833
	2E+09 ECMU	CON-ECM No	202940438	01-Oct-2020	####		1	402833
FGL1750411U	2E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####	#####	1	404422
FTX2319W0D2	5E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####	#####	1	404422
5673J6D5BA9	2E+09 ECMU	CON-ECM No	202940438	01-Oct-2020	####		1	200049
	2E+09 ECMU	CON-ECM No	202940438	01-Oct-2020	####		1	200049
	2E+09 ECMU	CON-ECM No	202940438	01-Oct-2020	####		1	200049
	2E+09 ECMU	CON-ECM No	202940438	01-Oct-2020	####		1	200049
	2E+09 ECMU	CON-ECM No	202940438	01-Oct-2020	####		1	200049
	2E+09 ECMU	CON-ECM No	202940438	01-Oct-2020	####		1	200049
FDO2042T0CL	2E+09 SNT	CON-SNT No	202940438	01-Oct-2020	####		1	325692
FDO2041E079	5E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####		1	200154
FCW2049F077	5E+09 SW	CON-SW No	202211868	01-Oct-2020	####	#####	1	404422
FCW2051D03G	5E+09 SW	CON-SW No	202211868	01-Oct-2020	####	#####	1	200061
FCW2052D0U0	5E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####	#####	1	200154
FXS2049Q1QC	5E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####	#####	1	200154
FDO2051Z01P	5E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####		1	200154
JMX2105Y10F	5E+09 SW	CON-SW No	202211868	01-Oct-2020	####		1	290917
JMX2105Y10T	5E+09 SW	CON-SW No	202211868	01-Oct-2020	####		1	290917
JMX2105Y105	5E+09 SW	CON-SW No	202211868	01-Oct-2020	####		1	290917
JMX2105Y0ZZ	5E+09 SW	CON-SW No	202211868	01-Oct-2020	####		1	290917
JMX2105Y0ZY	5E+09 SW	CON-SW No	202211868	01-Oct-2020	####		1	290917
JMX2105Y100	5E+09 SW	CON-SW No	202211868	01-Oct-2020	####		1	290917
JMX2105Y104	5E+09 SW	CON-SW No	202211868	01-Oct-2020	####		1	290917
JMX2105Y10E	5E+09 SW	CON-SW No	202211868	01-Oct-2020	####		1	290917
FDO2048T0JH	5E+09 SNT	CON-SNT No	202940438	01-Oct-2020	####		1	400690
FCW2109A503	5E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####		1	415123
FOC2114U0JJ	5E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####	#####	1	402341
FOC2052R1TR	5E+09 SW	CON-SW No	202211868	01-Oct-2020	####	#####	1	800099
FLM2123V0UL	5E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####		1	101034
MSA20250LZY	5E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####		1	800099
	5E+09 ECMU	CON-ECM No	202940438	01-Oct-2020	####		1	405984
JMX2140G0B7	5E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####		1	100949
JMX2140G0AX	5E+09 SNT	CON-SNT No	202211868	01-Oct-2020	####		1	100949



FNS21361G5K	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS213615RE	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS2136182J	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361ANW	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS213615WM	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361ANU	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361865	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361FJN	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361GFN	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361FJT	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361GGH	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS213615SE	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361FKW	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361APN	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361ANM	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361GGG	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FXS2134Q02C	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361GFJ	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361F9U	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361FBC	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS213615L4	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361FB6	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS213615K3	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361F8N	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361FA0	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361GFL	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
	5E+09	ECMUS	CON-ECM No	202211868	01-Oct-2020	####	1	200065
FNS21361F8K	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361F9M	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361GG0	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361FBA	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361GFS	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS213615M6	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS213615LH	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361GG1	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS213615FY	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361FAQ	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361F9V	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361FAV	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361FBG	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361F9Y	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FNS21361F9X	5E+09	SSSNT	CON-SSS No	202211868	01-Oct-2020	####	1	200065
FCW2145B3ND	5E+09	SNT	CON-SNT No	202940438	01-Oct-2020	####	1	303806
FOC2202N2YF	5E+09	SNT	CON-SNT No	201081288	01-Oct-2020	####	1	404422
FOC2202N33F	5E+09	SNT	CON-SNT No	201081288	01-Oct-2020	####	1	404422
FCH2223V01U	5E+09	SSSNT	CON-SSS No	202940440	01-Oct-2020	#### #####	1	404422
FCH2222V3YX	5E+09	SSSNT	CON-SSS No	202940440	01-Oct-2020	#### #####	1	404422
FCW2227G07Q	5E+09	SNT	CON-SNT No	201081288	01-Oct-2020	####	1	59744
FOC2227Z0G5	5E+09	SNT	CON-SNT No	201081288	01-Oct-2020	####	1	59744
XRY2C8XNWU8	5E+09	ECMU	CON-ECM No	202940438	01-Oct-2020	####	1	101817
K3TYTZ3PMAW	5E+09	ECMU	CON-ECM No	202940438	01-Oct-2020	####	1	101817
FDO22210HX7	5E+09	SW	CON-SW No	202940438	01-Oct-2020	#### #####	1	101817
FDO22270VJU	5E+09	SW	CON-SW No	202940438	01-Oct-2020	#### #####	1	101817
FDO22210J9X	5E+09	SW	CON-SW No	202940438	01-Oct-2020	#### #####	1	101817
FOX2223PAV6	5E+09	SW	CON-SW No	202211868	01-Oct-2020	####	1	101817
JPG213000U9	5E+09	SNT	CON-SNT No	202211868	01-Oct-2020	####	1	101817
JPG221800F4	5E+09	SNT	CON-SNT No	202211868	01-Oct-2020	####	1	101817
CAT2209LOLN	5E+09	SSSNT	CON-SSS No	201727848	01-Oct-2020	####	1	101817
FGL2235601E	5E+09	ECDN	CON-ECC No	201081288	01-Oct-2020	####	1	404422
FGL2235601K	5E+09	ECDN	CON-ECC No	201081288	01-Oct-2020	####	1	404422
FGL2235601G	5E+09	ECDN	CON-ECC No	201081288	01-Oct-2020	####	1	404422
FGL2235601D	5E+09	ECDN	CON-ECC No	201081288	01-Oct-2020	####	1	404422
	5E+09	ECMU	CON-ECM No	202940438	01-Oct-2020	####	2	200049





FOF2247N6GS	5E+09	SSSNT	CON-SSS No	202207810	01-Oct-2020	####	1	200065
FOF2247N6G8	5E+09	SSSNT	CON-SSS No	202207810	01-Oct-2020	####	1	200065
FOF2248N0WWM	5E+09	SSSNT	CON-SSS No	202207810	01-Oct-2020	####	1	200065
TEYMH8XEA7N	5E+09	ECMUS	CON-ECM No	202207810	01-Oct-2020	####	1	200065
FOF2247N6G5	5E+09	SSSNT	CON-SSS No	202207810	01-Oct-2020	####	1	200065
FOF2247N6HF	5E+09	SSSNT	CON-SSS No	202207810	01-Oct-2020	####	1	200065
FOF2246N529	5E+09	SSSNT	CON-SSS No	202207810	01-Oct-2020	####	1	200065
FOF2246N531	5E+09	SSSNT	CON-SSS No	202207810	01-Oct-2020	####	1	200065
FOF2246N51W	5E+09	SSSNT	CON-SSS No	202207810	01-Oct-2020	####	1	200065
FOF2247N6G3	5E+09	SSSNT	CON-SSS No	202207810	01-Oct-2020	####	1	200065
FOF2247N6HD	5E+09	SSSNT	CON-SSS No	202207810	01-Oct-2020	####	1	200065
FDO23031G5E	5E+09	SSSNT	CON-SSS No	202207810	01-Oct-2020	####	1	200065
FDO23031G4C	5E+09	SSSNT	CON-SSS No	202207810	01-Oct-2020	####	1	200065
FGL2307408K	5E+09	ECDN	CON-ECC No	202940438	01-Oct-2020	####	1	404422
TTM2305003P	5E+09	SW	CON-SW- No	202221225	01-Oct-2020	####	1	200065
	5E+09	SW	CON-SW- No	202221225	01-Oct-2020	####	1	200065
STP22510037	5E+09	SW	CON-SW- No	202221225	01-Oct-2020	####	1	200065
DSO1Q1EQ6HI	5E+09	ECMUS	CON-ECM No	202324461	01-Oct-2020	####	1	800099
	5E+09	ECMU	CON-ECM No	202385112	01-Oct-2020	####	150	200065
	5E+09	ECMU	CON-ECM No	202385373	01-Oct-2020	####	150	200065
	5E+09	ECMU	CON-ECM No	202385373	14-Jul-2020	####	30	200065
PPPU67AI270	5E+09	ECMU	CON-ECM No	202626829	25-Jul-2020	####	1	100818
ZYIO9D272LJ	5E+09	ECMU	CON-ECM No	New	25-Jul-2020	####	1	100818
FCH2307Y028	5E+09	SNT	CON-SNT No	201081288	01-Oct-2020	####	1	404360
FOC23195XER	5E+09	SSSNT	CON-SSS No	201254374	01-Oct-2020	####	1	100818
<b>FJC2331F030</b>	<b>5E+09</b>	<b>SNT</b>	<b>CON-SNT No</b>	<b>201081288</b>	<b>01-Oct-2020</b>	<b>####</b>	<b>1</b>	<b>100818</b>
FCW23170HJZ	5E+09	SSSNT	CON-SSS No	201254374	01-Oct-2020	####	1	100818
	5E+09	SSSNT	CON-SSS No	201254374	01-Oct-2020	####	1	100818
FOC2331V07F	5E+09	SNT	CON-SNT No	201081288	01-Oct-2020	####	1	100818
FOC2331V07B	5E+09	SNT	CON-SNT No	201081288	01-Oct-2020	####	1	100818
FOC2331V04P	5E+09	SNT	CON-SNT No	201081288	01-Oct-2020	####	1	100818
FTX2332G00P	5E+09	SSSNT	CON-SSS No	201254374	01-Oct-2020	####	1	100818
S4NAY7JUMCW	5E+09	ECMU	CON-ECM No	202626829	18-Nov-2020	####	1	404422
M76URZXWKU7	5E+09	ECMU	CON-ECM No	202626829	18-Nov-2020	####	1	404422
JZF49VHDQTQ	5E+09	ECMU	CON-ECM No	202626829	18-Nov-2020	####	1	404422
S1N5M8CN7NX	5E+09	ECMU	CON-ECM No	202626829	18-Nov-2020	####	1	404422
78F625K21JE	5E+09	ECMU	CON-ECM No	202626829	18-Nov-2020	####	1	404422
VLP6KN646VM	5E+09	ECMU	CON-ECM No	202626829	18-Nov-2020	####	1	404422
T2ZYB8RT6W	5E+09	ECMU	CON-ECM No	202626829	20-Nov-2020	####	1	404422
HAWIAD2B3R5	5E+09	ECMU	CON-ECM No	202626829	20-Nov-2020	####	1	404422
GLV1FDS12V4	5E+09	ECMU	CON-ECM No	202626829	20-Nov-2020	####	1	404422
7CO8LRBL1EZ	5E+09	ECMU	CON-ECM No	202626829	20-Nov-2020	####	1	404422
4FIYLFAXV36	5E+09	ECMU	CON-ECM No	202626829	20-Nov-2020	####	1	404422
919ELFPRM35	5E+09	ECMU	CON-ECM No	202626829	20-Nov-2020	####	1	404422
FOC1921R22Y	5E+09	SSSNT	CON-SSS No	202221225	01-Oct-2020	####	1	200065
	5E+09	ECMUS	CON-ECM No	202221225	01-Oct-2020	####	1	200065
	5E+09	ECMU	CON-ECM No	202221225	01-Oct-2020	####	1	200065
FCH22237DZ3	5E+09	SNT	CON-SNT No	202211360	01-Oct-2020	####	1	200065
	5E+09	SSTCM	CON-SST No	New	01-Oct-2020	####	1	101817
			No	New	19-Sep-2020	####	1	193471
	5E+09	SSTC	AIR-DNA No	202940440	04-Jan-2021	####	300	402833
	5E+09	SSTC	C29603-I No	202940440	04-Jan-2021	####	1	402833
	5E+09	SSTC	C29603-I No	202940440	04-Jan-2021	####	1	402833
	5E+09	SSTC	C29603-I No	202940440	04-Jan-2021	####	1	402833
	5E+09	SSTC	C29603-I No	202940440	04-Jan-2021	####	1	402833
	5E+09	SSTC	AIR-DNA No	202940440	04-Jan-2021	####	300	402833
	5E+09	SSTC	C29603-I No	202940440	04-Jan-2021	####	1	402833
	5E+09	SSTC	C29603-I No	202940440	04-Jan-2021	####	1	402833
	5E+09	SSTC	C29603-I No	202940440	04-Jan-2021	####	1	402833
	5E+09	SSTC	C29603-I No	202940440	04-Jan-2021	####	1	402833
	5E+09	SSTC	C29603-I No	202940440	04-Jan-2021	####	1	402833
	5E+09	SSTC	AIR-DNA No	202940440	04-Jan-2021	####	300	402833
	5E+09	SSTC	C29603-I No	202940440	04-Jan-2021	####	1	402833



5E+09	SSTC	C29603-I No	202940440	04-Jan-2021	####	1	402833
5E+09	SSTC	AIR-DNA No	202940440	04-Jan-2021	####	300	402833
	SSTC	C38502-I No	New	16-Sep-2020	####	1	402833
	SSTC	C38502-I No	New	16-Sep-2020	####	1	402833
	SSTC	C38502-I No	New	16-Sep-2020	####	1	402833
	SSTC	C38502-I No	New	16-Sep-2020	####	1	200049
	SSTC	C38502-I No	New	16-Sep-2020	####	1	200049
	SSTC	C38502-I No	New	16-Sep-2020	####	1	402833
	SSTC	C38502-I No	New	16-Sep-2020	####	1	402833
	SSTC	C38502-I No	New	16-Sep-2020	####	1	200049
	SSTC	C38502-I No	New	16-Sep-2020	####	1	200049
	SSTC	AIR-DNA No	New	16-Sep-2020	####	300	800099
	SSTC	AIR-DNA No	New	16-Sep-2020	####	300	800099
	SSTC	C38502-I No	New	16-Sep-2020	####	1	402833

End C	End C	End C	End C	End C	End Customer	Zip/Postal Code	Customer Price (Six Month)
JEA - T	21 WES	JACKSC	FL	US	32202		\$ 102.15
JEA - T	21 WES	JACKSC	FL	US	32202		\$ 1,361.90
JEA	21 WES	JACKSC	FL	US	32202		\$ 2,454.00
JEA	21 WES	JACKSC	FL	US	32202		\$ 1,842.00
JEA	21 W C	JACKSC	FL	US	322023158		\$ 4,506.38
JEA	21 W C	JACKSC	FL	US	322023158		\$ 4,506.38
JEA, TO	21 WES	JACKSC	FL	US	32202		\$ 873.16
JEA, TO	21 WES	JACKSC	FL	US	32202		\$ 10.81
JEA, TO	21 WES	JACKSC	FL	US	32202		\$ 10.81
JEA	21 W C	JACKSC	FL	US	32202		\$ 510.91
JEA	21 WES	JACKSC	FL	US	32202		\$ 680.68
JEA	21 WES	JACKSC	FL	US	32202		\$ 346.74
JEA	21 WES	JACKSC	FL	US	32202		\$ 680.68
JEA	21 WES	JACKSC	FL	US	32202		\$ 346.74
JEA TO	21 W C	JACKSC	FL	US	32202		\$ 174.57
JEA TO	21 W C	JACKSC	FL	US	32202		\$ 174.57
JEA TO	21 W C	JACKSC	FL	US	32202		\$ 225.43
JEA	21 W C	JACKSC	FL	US	32202		\$ 4,334.33
JEA	21 W C	JACKSC	FL	US	32202		\$ 1,925.52
JEA	21 W C	JACKSC	FL	US	32202		\$ 4,334.33
JEA	21 W C	JACKSC	FL	US	32202		\$ 1,925.52
JEA	21 W C	JACKSC	FL	US	32202		\$ 4,334.33
JEA	21 W C	JACKSC	FL	US	32202		\$ 1,925.52
JEA	21 W C	JACKSC	FL	US	32202		\$ 4,334.33
JEA	21 W C	JACKSC	FL	US	32202		\$ 1,925.52
JEA, TO	21 WES	JACKSC	FL	US	32202		\$ 785.58
JEA	21 W C	JACKSC	FL	US	32202		\$ 600.60
JEA, TO	21 WES	JACKSC	FL	US	32202		\$ 785.58
JEA	21 W C	JACKSC	FL	US	32202		\$ 600.60
JEA	21 W C	JACKSC	FL	US	32202		\$ 770.37
JEA	21 W C	JACKSC	FL	US	32202		\$ 91.69
JEA	21 W C	JACKSC	FL	US	32202		\$ 641.84
JEA	21 W C	JACKSC	FL	US	32202		\$ 770.37
JEA	21 W C	JACKSC	FL	US	32202		\$ 91.69
JEA	21 W C	JACKSC	FL	US	32202		\$ 641.84
JEA	21 W C	JACKSC	FL	US	32202		\$ 98.90
JEA	21 W C	JACKSC	FL	US	32202		\$ 98.90
JEA	21 W C	JACKSC	FL	US	32202		\$ 647.05
JEA	21 W C	JACKSC	FL	US	32202		\$ 98.90
JEA	21 W C	JACKSC	FL	US	32202		\$ 98.90
JEA	21 W C	JACKSC	FL	US	32202		\$ 91.69
JEA	21 W C	JACKSC	FL	US	32202		\$ 641.84
JEA	21 W C	JACKSC	FL	US	32202		\$ 91.69
JEA	21 W C	JACKSC	FL	US	32202		\$ 641.84
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JEA	21 W C	JACKSC	FL	US	32202		\$ 600.60
JEA	21 W C	JACKSC	FL	US	32202		\$ 785.58
JEA	21 W C	JACKSC	FL	US	32202		\$ 600.60
JEA	21 W C	JACKSC	FL	US	32202		\$ 1,782.58
JEA	21 W C	JACKSC	FL	US	32202		\$ 800.80
JEA	21 W C	JACKSC	FL	US	32202		\$ 320.32
JEA	21 W C	JACKSC	FL	US	32202		\$ 1,782.58
JEA	21 W C	JACKSC	FL	US	32202		\$ 800.80
JEA	21 W C	JACKSC	FL	US	32202		\$ 320.32
JEA	21 W C	JACKSC	FL	US	32202		\$ 800.80
JEA	21 W C	JACKSC	FL	US	32202		\$ 320.32
JEA	21 W C	JACKSC	FL	US	32202		\$ 320.32
JEA	21 W C	JACKSC	FL	US	32202		\$ 1,782.58
JEA	21 W C	JACKSC	FL	US	32202		\$ 800.80
JEA	21 W C	JACKSC	FL	US	32202		\$ 320.32
JEA - T	21 WES	JACKSC	FL	US	32202		\$ 1,046.24
JEA - T	21 WES	JACKSC	FL	US	32202		\$ 1,046.24
JEA TO	21 W C	JACKSC	FL	US	32202		\$ 320.32

JEA	21W CF JACKSC FL	US	32220	\$	980.81
JEA	21W CF JACKSC FL	US	32220	\$	1,002.53
JEA TO	21 WES JACKSC FL	US	32202-3158	\$	1,046.24
JEA TO	21 WES JACKSC FL	US	32202-3158	\$	1,046.24
JEA TO	21 WES JACKSC FL	US	32202-3158	\$	1,046.24
JEA TO	21 WES JACKSC FL	US	32202-3158	\$	2,128.53
JEA TO	21 WES JACKSC FL	US	32202-3158	\$	2,128.53
JEA TO	21 WES JACKSC FL	US	32202-3158	\$	2,128.53
JEA	21 W C JACKSC FL	US	32202	\$	910.27
JEA	21 W C JACKSC FL	US	32202	\$	1,080.86
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JEA	21 W C JACKSC FL	US	32202	\$	6,366.99
JEA	21 W C JACKSC FL	US	32202	\$	1,085.02
JEA	21 W C JACKSC FL	US	32202	\$	1,085.02
JEA	21 W C JACKSC FL	US	32202	\$	66.17
JEA	21 W C JACKSC FL	US	32202	\$	1,491.09
JEA	21 W C JACKSC FL	US	32202	\$	1,491.09
JEA	21 W C JACKSC FL	US	32202	\$	98.50
JEA	21 W C JACKSC FL	US	32202	\$	239.59
JEA	21 W C JACKSC FL	US	32202	\$	440.84
JEA	PO BOX JACKSC FL	US	32201	\$	88.32
JEA	21 W C JACKSC FL	US	32202	\$	255.06
JEA	21 W C JACKSC FL	US	32202	\$	1,228.43
JEA	21 W C JACKSC FL	US	322023158	\$	332.85
JEA	21 W C JACKSC FL	US	322023158	\$	180.98
JEA	21 W C JACKSC FL	US	322023158	\$	180.98
JEA	21 W C JACKSC FL	US	322023158	\$	180.98
JEA	21 W C JACKSC FL	US	322023158	\$	180.98
JEA	21 W C JACKSC FL	US	322023158	\$	180.98
JEA	21 W C JACKSC FL	US	322023158	\$	180.98
JEA	21 W C JACKSC FL	US	322023158	\$	180.98
JEA,	TO 21 WES JACKSC FL	US	32202	\$	978.70
JEA,	TO 21 WES JACKSC FL	US	32202	\$	240.24
JEA TO	21 W C JACKSC FL	US	32202	\$	7.60
JEA TO	21 W C JACKSC FL	US	32202	\$	180.98
JEA TO	21 W C JACKSC FL	US	32202	\$	180.98
JEA TO	21 W C JACKSC FL	US	32202	\$	180.98
JEA	PO BOX JACKSC FL	US	32201	\$	97.70
JEA,	TO 44 W A JACKSC FL	US	322023102	\$	264.96
JEA,	TO 21 WES JACKSC FL	US	32202	\$	330.84
JEA	21 W C JACKSC FL	US	32202	\$	330.60
JEA,	TO 44 W A JACKSC FL	US	322023102	\$	672.52
JEA,	TO 44 W A JACKSC FL	US	322023102	\$	856.66
JEA,	TO 44 W A JACKSC FL	US	322023102	\$	559.36
JEA,	TO 21 WES JACKSC FL	US	32202	\$	233.83
JEA,	TO 21 WES JACKSC FL	US	32202	\$	233.83
JEA,	TO 21 WES JACKSC FL	US	32202	\$	233.83
JEA,	TO 21 WES JACKSC FL	US	32202	\$	233.83
JEA,	TO 21 WES JACKSC FL	US	32202	\$	233.83
JEA,	TO 21 WES JACKSC FL	US	32202	\$	233.83
JEA,	TO 21 WES JACKSC FL	US	32202	\$	233.83
JEA,	TO 21 WES JACKSC FL	US	32202	\$	233.83
JEA TO	21 WES JACKSC FL	US	32202	\$	54.82
JEA TO	21 WES JACKSC FL	US	32202	\$	66.17
JEA TO	21 W C JACKSC FL	US	322023155	\$	361.60
JEA	21 W C JACKSC FL	US	32202	\$	1,782.58
JEA	21 W C JACKSC FL	US	32202	\$	195.03
JEA	21 W C JACKSC FL	US	32202	\$	30.09
JEA	21 WES JACKSC FL	US	32202	\$	229.43
JEA	21 W C JACKSC FL	US	32202-3158	\$	287.89
JEA	21 W C JACKSC FL	US	32202-3158	\$	287.89









JEA	21 W C JACKSC FL	US	32202	\$	43.24
JEA	21 W C JACKSC FL	US	32202	\$	43.24
JEA	21 W C JACKSC FL	US	32202	\$	43.24
JEA	21 W C JACKSC FL	US	32202	\$	414.41
JEA	21 W C JACKSC FL	US	32202	\$	43.24
JEA	21 W C JACKSC FL	US	32202	\$	43.24
JEA	21 W C JACKSC FL	US	32202	\$	43.24
JEA	21 W C JACKSC FL	US	32202	\$	43.24
JEA	21 W C JACKSC FL	US	32202	\$	43.24
JEA	21 W C JACKSC FL	US	32202	\$	43.24
JEA	21 W C JACKSC FL	US	32202	\$	703.50
JEA	21 W C JACKSC FL	US	32202	\$	703.50
JEA, TO	21 WES JACKSC FL	US	32202	\$	920.91
JEA	21 W C JACKSC FL	US	32202	\$	2,142.14
JEA	21 W C JACKSC FL	US	32202	\$	346.74
JEA	21 W C JACKSC FL	US	32202	\$	247.85
JEA	21 W C JACKSC FL	US	32202	\$	643.85
JEA	21 W C JACKSC FL	US	32202	\$	1,561.03
JEA	21 W C JACKSC FL	US	32202	\$	1,561.03
JEA	21 W C JACKSC FL	US	32202	\$	637.42
JEA - TI	21 WES JACKSC FL	US	32202-3155	\$	737.00
JEA - TI	21 WES JACKSC FL	US	32202-3155	\$	200.20
JEA	21 W C JACKSC FL	US	32202	\$	110.12
JEA - TI	21 WES JACKSC FL	US	32202-3155	\$	121.18
JEA - TI	21 WES JACKSC FL	US	32202-3155	\$	29.49
JEA - TI	21 WES JACKSC FL	US	32202-3155	\$	68.26
JEA - TI	21 WES JACKSC FL	US	32202-3155	\$	3.20
JEA - TI	21 WES JACKSC FL	US	32202-3155	\$	281.02
JEA - TI	21 WES JACKSC FL	US	32202-3155	\$	281.02
JEA - TI	21 WES JACKSC FL	US	32202-3155	\$	281.02
JEA - TI	21 WES JACKSC FL	US	32202-3155	\$	428.60
JEA, TO	21 WES JACKSC FL	US	32202	\$	67.51
JEA, TO	21 WES JACKSC FL	US	32202	\$	67.51
JEA, TO	21 WES JACKSC FL	US	32202	\$	67.51
JEA, TO	21 WES JACKSC FL	US	32202	\$	67.51
JEA, TO	21 WES JACKSC FL	US	32202	\$	675.09
JEA, TO	21 WES JACKSC FL	US	32202	\$	675.09
JEA, TO	21 WES JACKSC FL	US	32202	\$	66.50
JEA, TO	21 WES JACKSC FL	US	32202	\$	66.50
JEA, TO	21 WES JACKSC FL	US	32202	\$	66.50
JEA, TO	21 WES JACKSC FL	US	32202	\$	66.50
JEA, TO	21 WES JACKSC FL	US	32202	\$	66.50
JEA, TO	21 WES JACKSC FL	US	32202	\$	66.50
JEA, TO	21 WES JACKSC FL	US	32202	\$	66.50
JEA	21 W C JACKSC FL	US	32202	\$	760.38
JEA	21 W C JACKSC FL	US	32202	\$	760.76
JEA	21 W C JACKSC FL	US	32202	\$	912.91
JEA	21 W C JACKSC FL	US	32202	\$	147.15
JEA TO	21 WES JACKSC FL	US	32202	\$	102.57
JEA	21 WES JACKSC FL	US	32202	\$	1,326.00
JEA	21 W C JACKSC FL	US	322023158	\$	11,770.80
JEA	21 W C JACKSC FL	US	322023158	\$	112.59
JEA	21 W C JACKSC FL	US	322023158	\$	112.59
JEA	21 W C JACKSC FL	US	322023158	\$	112.59
JEA	21 W C JACKSC FL	US	322023158	\$	112.59
JEA	21 W C JACKSC FL	US	322023158	\$	112.59
JEA	21 W C JACKSC FL	US	322023158	\$	11,770.80
JEA	21 W C JACKSC FL	US	322023158	\$	112.59
JEA	21 W C JACKSC FL	US	322023158	\$	112.59
JEA	21 W C JACKSC FL	US	322023158	\$	112.59
JEA	21 W C JACKSC FL	US	322023158	\$	112.59
JEA	21 W C JACKSC FL	US	322023158	\$	112.59
JEA	21 W C JACKSC FL	US	322023158	\$	112.59
JEA	21 W C JACKSC FL	US	322023158	\$	11,770.80
JEA	21 W C JACKSC FL	US	322023158	\$	112.59



JEA	21 W C JACKSC FL	US	322023158	\$	112.59
JEA	21 W C JACKSC FL	US	322023158	\$	11,770.80
JEA	21 W C JACKSC FL	US	322023158	\$	-
JEA	21 W C JACKSC FL	US	322023158	\$	-
JEA	21 W C JACKSC FL	US	322023158	\$	-
JEA TO	21 W C JACKSC FL	US	32202	\$	-
JEA TO	21 W C JACKSC FL	US	32202	\$	-
JEA	21 W C JACKSC FL	US	322023158	\$	-
JEA	21 W C JACKSC FL	US	322023158	\$	-
JEA	21 W C JACKSC FL	US	322023158	\$	-
JEA TO	21 W C JACKSC FL	US	32202	\$	-
JEA TO	21 W C JACKSC FL	US	32202	\$	-
JEA	21 W C JACKSC FL	US	32202	\$	-
JEA	21 W C JACKSC FL	US	32202	\$	-
JEA	21 W C JACKSC FL	US	322023158	\$	-
				\$	219,703.40

Customer Price (One Year)	Difference	Logic 1	Logic 2
#N/A			
#N/A			
#N/A			
#N/A			
\$	9,006.00	\$ 3.38	Increase
\$	9,006.00	\$ 3.38	Increase
#N/A			
#N/A			
#N/A			
\$	976.45	\$ 22.68	Increase
\$	1,679.88	\$ (159.26)	Decrease
#N/A			
\$	1,679.88	\$ (159.26)	Decrease
#N/A			
#N/A			
#N/A			
#N/A			
\$	8,692.48	\$ (11.91)	Decrease
\$	3,861.63	\$ (5.29)	Decrease
\$	8,692.48	\$ (11.91)	Decrease
\$	3,861.63	\$ (5.29)	Decrease
\$	8,692.48	\$ (11.91)	Decrease
\$	3,861.63	\$ (5.29)	Decrease
\$	8,692.48	\$ (11.91)	Decrease
\$	3,861.63	\$ (5.29)	Decrease
\$	1,260.71	\$ 155.23	Increase
\$	1,204.50	\$ (1.65)	Decrease
\$	1,260.71	\$ 155.23	Increase
\$	1,204.50	\$ (1.65)	Decrease
\$	1,544.97	\$ (2.12)	Decrease
\$	183.89	\$ (0.25)	Decrease
\$	1,287.21	\$ (1.77)	Decrease
\$	1,544.97	\$ (2.12)	Decrease
\$	183.89	\$ (0.25)	Decrease
\$	1,287.21	\$ (1.77)	Decrease
#N/A			
#N/A			
\$	1,297.65	\$ (1.78)	Decrease
#N/A			
#N/A			
\$	183.89	\$ (0.25)	Decrease
\$	1,287.21	\$ (1.77)	Decrease
\$	183.89	\$ (0.25)	Decrease
\$	1,287.21	\$ (1.77)	Decrease
\$	1,260.71	\$ 155.23	Increase
\$	1,204.50	\$ (1.65)	Decrease
\$	1,260.71	\$ 155.23	Increase
\$	1,204.50	\$ (1.65)	Decrease
\$	2,859.48	\$ 352.84	Increase
\$	1,606.00	\$ (2.20)	Decrease
\$	642.40	\$ (0.88)	Decrease
\$	2,859.48	\$ 352.84	Increase
\$	1,606.00	\$ (2.20)	Decrease
\$	642.40	\$ (0.88)	Decrease
\$	1,606.00	\$ (2.20)	Decrease
\$	642.40	\$ (0.88)	Decrease
\$	2,859.48	\$ 352.84	Increase
\$	1,606.00	\$ (2.20)	Decrease
\$	642.40	\$ (0.88)	Decrease
#N/A			
#N/A			
\$	718.07	\$ (38.72)	Decrease

\$		1,788.11	\$	86.75	Increase
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
\$		2,167.66	\$	(2.97)	Decrease
\$		12,767.70	\$	(16.86)	Decrease
\$		2,167.66	\$	(2.97)	Decrease
\$		12,767.70	\$	(16.86)	Decrease
\$		2,176.01	\$	(2.98)	Decrease
\$		2,176.01	\$	(2.98)	Decrease
	#N/A				
\$		2,392.14	\$	295.02	Increase
\$		2,392.14	\$	295.02	Increase
	#N/A				
	#N/A				
	#N/A				
	#N/A				
\$		486.62	\$	11.75	Increase
\$		2,346.37	\$	55.24	Increase
\$		667.53	\$	(0.91)	Decrease
\$		362.96	\$	(0.50)	Decrease
\$		362.96	\$	(0.50)	Decrease
\$		362.96	\$	(0.50)	Decrease
\$		362.96	\$	(0.50)	Decrease
\$		362.96	\$	(0.50)	Decrease
\$		362.96	\$	(0.50)	Decrease
\$		362.96	\$	(0.50)	Decrease
\$		1,784.26	\$	86.57	Increase
\$		481.80	\$	(0.66)	Decrease
\$		15.26	\$	(0.03)	Decrease
\$		362.96	\$	(0.50)	Decrease
\$		362.96	\$	(0.50)	Decrease
\$		362.96	\$	(0.50)	Decrease
\$		362.96	\$	(0.50)	Decrease
\$		167.02	\$	14.19	Increase
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
\$		468.95	\$	(0.64)	Decrease
\$		468.95	\$	(0.64)	Decrease
\$		468.95	\$	(0.64)	Decrease
\$		468.95	\$	(0.64)	Decrease
\$		468.95	\$	(0.64)	Decrease
\$		468.95	\$	(0.64)	Decrease
\$		468.95	\$	(0.64)	Decrease
\$		468.95	\$	(0.64)	Decrease
\$		94.00	\$	7.82	Increase
	#N/A				
	#N/A				
\$		2,859.48	\$	352.84	Increase
\$		471.06	\$	(40.50)	Decrease
\$		60.35	\$	(0.09)	Decrease
	#N/A				
\$		577.36	\$	(0.79)	Decrease
\$		577.36	\$	(0.79)	Decrease

\$	#N/A	560.49	\$	110.94	Increase
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
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	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
\$	#N/A	5,480.48	\$	721.22	Increase
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
\$	#N/A	560.49	\$	110.94	Increase
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
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	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
\$	#N/A	5,480.48	\$	721.22	Increase
	#N/A				
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	#N/A				
	#N/A				
	#N/A				
\$	#N/A	560.49	\$	110.94	Increase
	#N/A				
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	#N/A				
	#N/A				
\$	#N/A	5,480.48	\$	721.22	Increase
	#N/A				
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	#N/A			
	#N/A			
	#N/A			
\$		560.49	\$ 110.94	Increase
	#N/A			
	#N/A			
	#N/A			
	#N/A			
	#N/A			
	#N/A			
	#N/A			
\$		5,480.48	\$ 721.22	Increase
	#N/A			
	#N/A			
	#N/A			
	#N/A			
	#N/A			
	#N/A			
	#N/A			
	#N/A			
	#N/A			
	#N/A			
	#N/A			
	#N/A			
\$		346.25	\$ (0.48)	Decrease
\$		346.25	\$ (0.48)	Decrease
\$		828.49	\$ 10.58	Increase
\$		828.49	\$ 10.58	Increase
\$		638.26	\$ (0.88)	Decrease
\$		638.26	\$ (0.88)	Decrease
	#N/A			
	#N/A			
\$		576.26	\$ (31.07)	Decrease
\$		576.26	\$ (31.07)	Decrease
\$		576.26	\$ (31.07)	Decrease
	#N/A			
\$		4,060.74	\$ (218.96)	Decrease
\$		4,060.74	\$ (218.96)	Decrease
\$		2,288.65	\$ (92.48)	Decrease
	#N/A			
	#N/A			
	#N/A			
\$		718.07	\$ (38.72)	Decrease









#N/A  
#N/A

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## Formal Bid and Award System

Award #3      October 8, 2020

**Type of Award Request:** BID (IFB)  
**Request #:** 6824  
**Requestor Name:** Gaines, Brian  
**Requestor Phone:** (904) 665-6246  
**Project Title:** Boulevard Street Force Main and Water Main Replacement  
**Project Number:** 8004918, 8005479  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$4,974,059.00 (Full Project)  
 \$3,917,664.72 (Water Main & Force Main 7<sup>th</sup> - 12<sup>th</sup> St portion only)

### Scope of Work:

The Work to be performed under this Contract shall consist of furnishing and installation of all tools, equipment, materials, supplies, manufactured articles, transportation and services, including fuel, power, water, and essential communications, for the performance of all labor, work, and/or other operations as required for the replacement of the Boulevard Street Force Main and Water Main in accordance with the Contract Documents.

**JEA IFB/RFP/State/City/GSA#:** 063-20  
**Purchasing Agent:** King, David  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
JAX UNDERGROUND UTILITIES INC.	Giovanni Nozzolillo	<a href="mailto:juu@bellsouth.net">juu@bellsouth.net</a>	2260 St. Johns Bluff Road, Jacksonville FL, 32246	(904) 726- 1963	\$2,122,150.59

**Amount for entire term of Contract/PO:** \$2,122,150.59  
**Award Amount for remainder of this FY:** \$2,122,150.59  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 11/25/2020  
**End Date (mm/dd/yyyy):** Project Completion (Expected: October 2021)  
**JSEB Requirement:** Ten Percent (10%) Goal

### Comments on JSEB Requirements:

Donna J. Hamilton (Materials) - 7.4%  
 Smith Surveying Group (Surveying) - 1.7%  
 ABC Cutting Contractors, Inc. (Saw Cutting) - 1.1%

**BIDDERS:**

Name	Amount	Water Main and 7 <sup>th</sup> - 12 <sup>th</sup> St only
JAX UNDERGROUND UTILITIES INC.	\$3,014,884.33	\$2,122,150.59
DB CIVIL CONSTRUCTION, LLC	\$3,389,118.75	\$2,374,111.00
T.G. UTILITY COMPANY, INC.	\$3,672,791.00	\$2,706,414.00
CALLAWAY CONTRACTING, INC.	\$3,741,992.00	\$2,905,967.00
T B LANDMARK CONSTRUCTION, INC.	\$3,822,222.00	\$2,846,346.00
J.B. COXWELL CONTRACTING, INC.	\$3,992,358.00	\$2,846,346.00
THE KENTON GROUP, INC. DBA BALDWIN'S QUALITY PLUMBING	NO BID	NO BID

**Background/Recommendations:**


Advertised on 05/15/2020. Eleven (11) prime contractors attended the mandatory pre-bid meeting held on 06/16/2020. Due to an update to the minimum qualifications, a second mandatory pre-bid meeting was held on 07/07/2020. One (1) prime contractor attended this meeting (prior attendees were not required to attend). JEA later updated the minimum qualifications for the Jack and Bore portion of the work, and a new mandatory pre-bid meeting was held on 08/17/2020. Six (6) prime contractors attended this meeting. At Bid opening on 09/09/2020, JEA received six (6) Bids and one (1) No Bid. JAX Underground Utilities Inc. is the lowest responsive and responsible Bidder. A copy of the Bid Form and Workbook are attached as backup.

The bid form was divided in three (3) sections: (1) Water Main Replacement, (2) Force Main Replacement 7<sup>th</sup> to 12<sup>th</sup> St., and (3) Force Main Replacement 12<sup>th</sup> to 16<sup>th</sup> Street. Bidders were advised that the Force Main Replacement 12<sup>th</sup> to 16<sup>th</sup> portion would be awarded based on the existing pipe integrity. Subsequent non-destructive testing showed that this portion of the force main was in better condition than expected and does not require replacement at this time. Therefore, JEA is only awarding the Water Main Replacement and Force Main Replacement 7<sup>th</sup> to 12<sup>th</sup> St. The award amount of \$2,122,150.59 is approximately 46% lower than the budget estimate of \$3,917,664.72 due to competitive pricing on labor and materials. The bid amounts were reviewed by JEA and deemed reasonable.

063-20 – Request approval to award a contract to JAX Underground Utilities Inc. for construction services for the Boulevard Street Force Main and Water Main Replacement project in the amount of \$2,122,150.59, subject to the availability of lawfully appropriated funds.

**Manager:** DiMeo, Elizabeth A. - Mgr W/WW Project Management  
**Director:** Conner, Sean M - Dir W/WW Project Engineering & Construction  
**GM:** Vu, Hai X – Interim GM Water Wastewater Systems

**APPROVALS:**

 \_\_\_\_\_ 10/08/2020

**Chairman, Awards Committee**

**Date**

*Kenn A. Urzanne*

10/8/2020

**Budget Representative**

**Date**



Addendum 5 Appendix B - Bid Form  
063-20 Boulevard Street Force Main and Water Main Replacement

Submit an **original, two (2) copies and one (1) thumb drive** along with other required forms in a sealed envelope to: JEA Procurement Dept., 21 W. Church St., Bid Office, Customer Center, 1<sup>st</sup> Floor, Room 002, Jacksonville, FL 32202-3139.

Company Name: JAX Underground Utilities Inc.

Company's Address: 2260 St. Johns Bluff Rd. South Jacksonville, Florida 32246

License Number: CUC1224111

Phone Number: (904) 726-1963 FAX No: N/A Email Address: juu@bellsouth.net

<p><b>BID SECURITY REQUIREMENTS</b></p> <input type="checkbox"/> None required <input checked="" type="checkbox"/> Certified Check or Bond (Five Percent (5%))	<p><b>TERM OF CONTRACT</b></p> <input type="checkbox"/> One Time Purchase <input type="checkbox"/> Annual Requirements <input checked="" type="checkbox"/> Other. Specify - Project Completion
<p><b>SAMPLE REQUIREMENTS</b></p> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	<p><b>SECTION 255.05, FLORIDA STATUTES CONTRACT BOND</b></p> <input type="checkbox"/> None required <input checked="" type="checkbox"/> Bond required 100% of Bid Award

<p><b>QUANTITIES</b></p> <input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.	<p><b>INSURANCE REQUIREMENTS</b></p> <p align="center"><b>Insurance required</b></p>
--	--

<p><b>PAYMENT DISCOUNTS</b></p> <input type="checkbox"/> 1% 20, net 30 <input type="checkbox"/> 2% 10, net 30 <input type="checkbox"/> Other _____ <input type="checkbox"/> None Offered	
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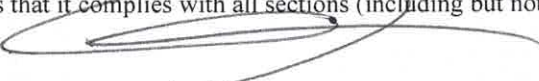
ENTER YOUR BID FOR SOLICITATION 063-20	TOTAL BID PRICE
Enter total from cell G82 in the Water Main Bid Workbook	\$ 1,195,364.25
Enter total from cell G43 in the Force Main 7 <sup>th</sup> -12 <sup>th</sup> Bid Workbook	\$ 926,786.34
Enter total from cell G44 in the Force Main 12 <sup>th</sup> -16 <sup>th</sup> Bid Workbook	\$ 892,733.74
<b>Enter Bid Price for the Project (enter total from cells above)</b>	<b>\$ 3,014,884.33</b>

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

**BIDDER CERTIFICATION**

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda \_\_\_\_\_ through \_\_\_\_\_

  
 Handwritten Signature of Authorized Officer of Company or Agent

9/9/2020  
 Date

GIOVANNI NOZZOLILLO, PRESIDENT  
 Printed Name and Title

**Addendum 4 Appendix B - Bid Workbook - Complete the Prices in Yellow Cells**  
**063-20 Boulevard Street Force Main and Water Main Replacement**

**WATER MAIN REPLACEMENT**

\*Unless otherwise noted, this column refers to paragraphs /sections found in the latest edition of the JEA's Water & Sewer Standards Manual. This document can be found on www.jea.com.

\*\*Reference found in this solicitation.

\*\*\*Refer to 063-20 Appendix A - Technical Specifications.

Item No.	Spec Num.	Est. Qty.	Unit	Description	Unit Price	Total Price
1	801.IV.4	1,413	CY	A-3 Soil Backfill	13.62	\$19,245.06
2	801.IV.6	100	CY	Flowable Fill	188.05	\$18,805.00
3	801.VIII	515	SY	Sodding	6.18	\$3,182.70
4	801.IX.1	2,019	SY	Removal of Paving	75.41	\$152,252.79
5	801.IX.2	2,019	SY	Case III/IV Pavement Repair	48.19	\$97,295.61
6	801.IX.6	3,924	SY	1" Mill and Resurface Asphalt Pavement	15.72	\$61,685.28
7	801.X.2	95	SY	Remove Concrete Driveway	24.54	\$2,331.30
8	801.X.5	95	SY	Replace Concrete Driveway	50.27	\$4,775.65
9	801.X.3	170	LF	Remove Concrete Curb & Gutter	7.06	\$1,200.20
10	801.X.6	170	LF	Replace Concrete Curb & Gutter	22.58	\$3,838.60
11	801.X.1	90	SY	Remove Concrete Sidewalk	13.71	\$1,233.90
12	801.X.4	90	SY	Replace Concrete Sidewalk	42.96	\$3,866.40
13	801.IX.7	2	EA	Traffic Loops	2757.7	\$5,515.40
14	801.XIII.1	447	LF	12-inch CLDI class 350 Water Main	90.47	\$40,440.09
15	801.XIII.2	4	EA	12-inch 45° Bend R.M.J.	802.05	\$3,208.20
16	801.XIII.2	1	EA	12-inch 90° Bend R.M.J.	834.16	\$834.16
17	801.XIII.2	1	EA	12-inch x 8-inch R.M.J. Reducer	1184.32	\$1,184.32
18	801.XIII.2	1	EA	12-inch x 12-inch x 6-inch R.M.J. Tee	1827.02	\$1,827.02
19	801.XIII.2	2	EA	12-inch x 12-inch x 8-inch R.M.J. Tee	1865.08	\$3,730.16
20	801.XIII.2	1	EA	12-inch R.M.J. Plug/Cap	477.27	\$477.27
21	801.XIII.6	6	EA	12-inch Bell Restraints	487.97	\$2,927.82
22	801.XIV.3	3	EA	12-inch Gate Valve CLDI class 350 R.M.J.	3350.39	\$10,051.17
23	801.III.2.3	428	LF	12-inch Abandonment of Piping by Grout Filling	25.6	\$10,956.80
24	801.XIII.2	1	EA	10-inch x 8-inch R.M.J. Reducer	903.4	\$903.40
25	801.XIII.2	4	EA	10-inch Restraints	477.27	\$1,909.08
26	801.XIV.4	2	EA	10-inch Tapping Sleeve & Valve	8173.46	\$16,346.92
27	801.XIV.4	1	EA	10-inch x 8-inch Tapping Sleeve & Valve	6777.98	\$6,777.98
28	801.XIII.10	2	EA	10-inch Linestop Valve	10627.47	\$21,254.94
29	801.III.2.3	785	LF	10-inch Abandonment of Piping by Grout Filling	25.19	\$19,774.15
30	801.XIII.1	1,596	LF	8-inch CLDI class 350 Water Main	72.08	\$115,039.68
31	801.XIII.2	1	EA	8-inch 11 25° Bend R.M.J.	391.51	\$391.51
32	801.XIII.2	45	EA	8-inch 45° Bend R.M.J.	398.65	\$17,939.25
33	801.XIII.2	5	EA	8-inch x 4-inch R.M.J. Tee	570.03	\$2,850.15
34	801.XIII.2	6	EA	8-inch x 6-inch R.M.J. Tee	569.05	\$3,534.30
35	801.XIII.2	10	EA	8-inch x 8-inch R.M.J. Tee	621.16	\$6,211.60
36	801.XIII.2	17	EA	8-inch R.M.J. Plug/Cap	208.95	\$3,552.15
37	801.XIII.6	57	EA	8-inch Bell Restraints	310.65	\$17,707.05
38	801.XIV.3	18	EA	8-inch Gate R.M.J. Valve	1971.27	\$35,482.86
39	801.XIV.4	4	EA	8-inch Tapping Sleeve & Valve	6694.74	\$26,778.96
40	801.XIII.10	4	EA	8-inch Linestop Valve	7552.73	\$30,210.92
41	801.III.2.3	1,010	LF	8-inch Abandonment of Piping by Grout Filling	21.23	\$21,442.30
42	801.XIII.1	108	LF	6-inch CLDI class 350 Water Main	46.36	\$5,006.88
43	801.XIII.2	4	EA	6-inch 45° Bend R.M.J.	355.84	\$1,423.36
44	801.XIII.2	5	EA	6-inch 90° Bend R.M.J.	366.54	\$1,832.70
45	801.XIII.2	4	EA	6-inch R.M.J. Plug/Cap	192.78	\$771.12
46	801.XIII.6	10	EA	6-inch Bell Restraints	159.49	\$1,594.90
47	801.XIV.1	5	EA	Fire Hydrant (W-13)	3898.2	\$19,491.00
48	801.III.3	3	EA	Existing Fire Hydrant Removal	1942.9	\$5,828.70
49	801.XIV.3	5	EA	6-inch Gate R.M.J. Valve	1650.49	\$8,252.45
50	801.XIV.4	2	EA	6-inch Tapping Sleeve & Valve	4138.52	\$8,277.04
51	801.XIII.10	2	EA	6-inch Linestop Valve	12238.93	\$24,477.86
52	801.III.2.3	57	LF	6-inch Abandonment of Piping by Grout Filling	20.41	\$1,163.37
53	801.XIII.1	122	LF	4-inch CLDI class 350 Water Main	48.13	\$5,871.86
54	801.XIII.2	10	EA	4-inch 45° Bend R.M.J.	328.49	\$3,284.90
55	801.XIII.2	2	EA	4-inch 90° Bend R.M.J.	334.43	\$668.86
56	801.XIII.2	1	EA	4-inch x 4-inch R.M.J. Tee	373.68	\$373.68
57	801.XIII.2	9	EA	4-inch R.M.J. Plug/Cap	177.32	\$1,595.88
58	801.XIII.6	5	EA	4-inch Bell Restraints	272.59	\$1,362.95
59	801.XIV.3	5	EA	4-inch Gate R.M.J. Valve	1042.27	\$5,211.35
60	801.XIV.4	4	EA	4-inch Tapping Sleeve & Valve	3761.11	\$15,044.44
61	801.XIII.10	4	EA	4-inch Linestop Valve	6934.35	\$27,737.40
62	801.XIII.2	2	EA	4-inch By 2-inch R.M.J. Reducer	246.3	\$492.60
63	801.XIII.1	25	LF	2-inch Polyethylene	31.92	\$798.00
64	801.XIII.2	2	EA	2-inch R.M.J. Plug/Cap	130.95	\$261.90
65	801.XIII.12	15	EA	1-inch Temporary Sample Tap (W-25)	384.2	\$5,763.00
66	801.XIII.9	6	EA	2-inch Short-Side Service	107.2	\$6,432.00
67	801.XIII.9	2	EA	2-inch Long-Side Service	1239.42	\$2,478.84
68	801.XIII.7	7	EA	Thrust Block	899.98	\$6,299.86
69	2.13.37**	1	LS	Law Enforcement Allowance	\$1,000.00	\$1,000.00
70	2.16.1**	1	LS	Testing Allowance	\$6,000.00	\$6,000.00
71	2.17.5**	1	LS	JEAs S/WA	\$120,000.00	\$120,000.00
<b>SUBTOTAL</b>					<b>\$1,087,349.00</b>	
1 LS GENERAL/SPECIAL CONDITIONS (MAX. 10% OF SUBTOTAL)					<b>\$108,015.25</b>	
<b>TOTAL Bid Price (Subtotal plus General Conditions &amp; Special Conditions, inclusive transfer total to Page 1 Appendix B - Bid Form)</b>					<b>\$1,195,364.25</b>	

\*\*\* JEA Water and Wastewater Standards or Technical Specifications Reference



**Addendum 4 Appendix B - Bid Workbook - Complete the Prices in Yellow Cells**  
**063-20 Boulevard Street Force Main and Water Main Replacement**

**FORCE MAIN REPLACEMENT 7TH TO 12TH ST**

\*Unless otherwise noted, this column refers to paragraphs /sections found in the latest edition of the JEA's Water & Sewer Standards Manual.

This document can be found on www.jea.com.

\*\*Reference found in this solicitation.

\*\*\*Refer to 063-20 Appendix A - Technical Specifications.

Item No.	Spec Num.	Est. Qty.	Unit	Description	Unit Price	Total Price
1	801.IV.4	1,314	CY	A-3 Soil Backfill	13.65	\$17,936.10
2	801.VIII	604	SY	Sodding	6.19	\$3,738.76
3	801.IX.1	1,578	SY	Remove Asphalt Pavement	49.44	\$78,016.32
4	801.IX.2	37	SY	Case X Permanent Pavement Repair	47.88	\$1,771.56
5	801.IX.2	1,541	SY	Case III/IV Permanent Pavement Repair	47.88	\$73,783.08
6	801.IX.6	6,567	SY	1" Mill and Resurface Asphalt Pavement	15.75	\$103,430.25
7	801.X.1	6	LF	Remove Concrete Sidewalk	86.09	\$516.54
8	801.X.4	6	LF	Replace Concrete Sidewalk	92.67	\$556.02
9	801.X.3	1,355	LF	Remove Concrete Curb & Gutter	6.45	\$8,739.75
10	801.X.6	1,355	LF	Replace Concrete Curb & Gutter	17.16	\$23,251.80
11	801.XVII.1	2,066	LF	16-inch PVC DR25 C900 M.J. Force Main (Push-on)	77.84	\$160,817.44
12	801.XVII.1	10	LF	14-inch PVC DR25 C900 M.J. Force Main (Push-on)	110.65	\$1,106.50
13	801.XVII.3	23	EA	16-inch 45° Bend R.M.J.	1409.36	\$32,415.28
14	801.XVII.3	3	EA	16-inch 22.5° Bend R.M.J.	1390.2	\$4,170.60
15	801.XVII.3	1	EA	16-inch x 14-inch Reducer RMJ	1288.44	\$1,288.44
16	801.XVIII.4	2	EA	2-inch Air Release Valve Assembly	11885.42	\$23,770.84
17	801.XVII.7	55	EA	16-inch Pipe Bell Restraints	413.16	\$22,723.80
18	801.XV.4	1	EA	Connection to Existing Manhole/Lift Station	4602.79	\$4,602.79
19	801XVIII.1	3	EA	16-inch Resilient Seat Gate R.M.J. Valve	6676.32	\$20,028.96
20	801XVIII.1	1	EA	14-inch Resilient Seat Gate R.M.J. Valve	6544.23	\$6,544.23
21	801.XVII.3	1	EA	14-inch DI RMJ Sleeve	1844.73	\$1,844.73
22	801.XVII.3	1	EA	14-inch R.M.J. Plug/Cap	1039.69	\$1,039.69
23	801.III.2.3	2,025	LF	Abandon 14-inch Pipe by Grout Filling	36.39	\$73,689.75
24	801.III.2.3	70	LF	Abandon 6-inch Pipe by Grout Filling	22.53	\$1,577.10
25	801.III.2.2	2	EA	Plug 2-inch ARV Line	133.02	\$266.04
26	801.XV.2	1	EA	ARV Vault Removal	4084.03	\$4,084.03
27	953***	1	LS	SPECIAL CONDITION 03- CONNECT TO EXISTING FM AT 12TH	14242.4	\$14,242.40
28	801.XVII.2	1	LS	Sewage Removal Allowance	\$10,000.00	\$10,000.00
29	925***	1	LS	CSI Geo Monitoring Allowance	\$43,000.00	\$43,000.00
30	2.16.1**	1	LS	Testing Allowance	\$5,000.00	\$5,000.00
31	2.17.5**	1	LS	JEA SWA	\$100,000.00	\$100,000.00

**SUBTOTAL**

**\$843,952.80**

1 LS

**GENERAL/SPECIAL CONDITIONS (MAX. 10% OF SUBTOTAL)**

**\$82,833.54**

**TOTAL Bid Price (Subtotal plus General Conditions & Special Conditions, inclusive transfer total to Page 1 Appendix B - Bid Form)**

**\$926,786.34**

\*\*\* JEA Water and Wastewater Standards or Technical Specifications Reference

**Addendum 4 Appendix B - Bid Workbook - Complete the Prices in Yellow Cells**  
**063-20 Boulevard Street Force Main and Water Main Replacement**

**FORCE MAIN REPLACEMENT 12TH TO 16TH ST**

\*Unless otherwise noted, this column refers to paragraphs /sections found in the latest edition of the JEA's Water & Sewer Standards Manual.

This document can be found on www.jea.com.

\*\*Reference found in this solicitation.

\*\*\*Refer to 063-20 Appendix A - Technical Specifications.

Item No.	Spec Num.	Est. Qty.	Unit	Description	Unit Price	Total Price
1	801.IV.4	280	CY	A-3 Soil Backfill	\$13.66	\$3,824.80
2	801.VIII	259	SY	Sodding	\$6.19	\$1,603.21
3	801.IX.1	307	SY	Remove Asphalt Pavement	\$52.45	\$16,102.15
4	801.IX.2	307	SY	Case III/IV Permanent Pavement Repair	\$93.86	\$28,815.02
5	801.IX.6	3,306	SY	1" Mill and Resurface Asphalt Pavement	\$16.04	\$53,028.24
6	801.X.2	40	SY	Remove Concrete Driveway	\$28.10	\$1,124.00
7	801.X.2	40	SY	Replace Concrete Driveway	\$53.65	\$2,146.00
8	801.X.3	46	SY	Remove Concrete Sidewalk	\$18.31	\$842.26
9	801.X.6	46	SY	Replace Concrete Sidewalk	\$37.77	\$1,737.42
10	801.X.3	20	LF	Remove Concrete Curb & Gutter	\$12.94	\$258.80
11	801.X.6	20	LF	Replace Concrete Curb & Gutter	\$29.39	\$587.80
12	801.XVII.1	1,413	LF	16-inch PVC DR25 C900 M.J. Force Main (Push-on)	\$78.34	\$110,694.42
13	801.XVII.1	10	LF	14-inch PVC DR25 C900 M.J. Force Main (Push-on)	\$111.29	\$1,112.90
14	801.XVII.3	10	EA	16-inch 45° Bend R.M.J.	\$2,155.15	\$21,551.50
15	801.XVII.3	3	EA	16-inch 11.25° Bend R.M.J.	\$2,161.17	\$6,483.51
16	801.XVII.3	1	EA	16-inch x 14-inch Reducer RMJ	\$2,033.54	\$2,033.54
17	801.XVIII.4	2	EA	2-inch Air Release Valve Assembly	\$11,953.71	\$23,907.42
18	801.XVII.7	27	EA	16-inch Pipe Bell Restraints	\$784.38	\$21,178.26
19	801XVIII.1	1	EA	16-inch Resilient Seat Gate R.M.J. Valve	\$7,108.53	\$7,108.53
20	801XVIII.1	1	EA	14-inch Resilient Seat Gate R.M.J. Valve	\$6,581.83	\$6,581.83
21	801.XVII.3	1	EA	14-inch 45° Bend R.M.J.	\$1,687.70	\$1,687.70
22	801.XVII.3	1	EA	14-inch Solid Sleeve	\$1,609.44	\$1,609.44
23	801.XVII.3	1	EA	14-inch DI MJ Cap	\$1,045.67	\$1,045.67
24	801.III.2.3	1,438	LF	Abandon 14-inch Pipe by Grout Filling	\$36.60	\$52,630.80
25	951***	1	LS	SPECIAL CONDITION 01-JACK AND BORE	\$236,665.16	\$236,665.16
26	952***	1	LS	SPECIAL CONDITION 02-CONNECT TO EXISTING FM AT 16TH	\$14,253.36	\$14,253.36
27	Addendum 3	1	LS	Norfolk Southern Flagman/Inspector Allowance	\$30,000.00	\$30,000.00
28	925***	1	LS	CSI Geo Monitoring Allowance	\$17,000.00	\$17,000.00
29	926***	1	LS	Frac Tank Allowance	\$100,000.00	\$100,000.00
30	2.17.5**			JEAs SWA	\$50,000.00	\$50,000.00

**SUBTOTAL**

**\$815,613.74**

1 LS

**GENERAL/SPECIAL CONDITIONS (MAX. 10% OF SUBTOTAL)**

**\$77,120.00**

**TOTAL Bid Price (Subtotal plus General Conditions & Special Conditions, inclusive transfer total to Page 1 Appendix B - Bid Form)**

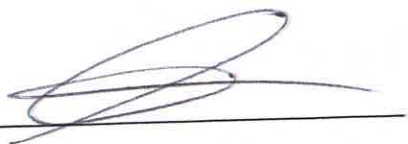
**\$892,733.74**

\*\*\* JEA Water and Wastewater Standards or Technical Specifications Reference

**LIST OF JSEB SUBCONTRACTORS**

The following JSEB Subcontractors will be utilized in fulfilling the terms and conditions of a Project Authorization arising from award of JEA -063-20. I (We) the undersigned understand that failure to submit said information will result in bid rejection. I (We) will employ the JSEB Subcontractors specified below: (Use additional sheets as necessary)

Class of Work (Category)	*Name of JSEB Contractor (Indicate below)	Percentage of Total Job or Dollar Amount
Survey	Smith Surveying Group	1.7%
Supplier	Donna J. Hamilton, Inc.	7.4%
Saw Cutting	ABC Cutting Contractors Inc.	1.1%

Signed   
Company JAX Underground Utilities Inc.  
Address 2260 St Johns Bluff Rd south  
Date: 8/3/2020

Note: This list shall not be modified subsequent to bid opening without a showing of good cause and the written consent of the JEA.





## Formal Bid and Award System

Award #4 October 8, 2020

**Type of Award Request:** PROPRIETARY/JEA STANDARD  
**Request Number:** 6904  
**Requestor Name:** Owens, Katura E. - Mgr Technology Project Mgmt  
**Requestor Phone:** 904-665-4215  
**Project Title:** PowerPlan Version Upgrade and Software Maintenance  
**Project Number:** 8006780 & HEB0600  
**Project Location:** JEA  
**Funds:** Capital & O&M  
**Budget Estimate:** TBD

### Scope of Work:

JEA uses a software application called PowerPlan, which is the proprietary and JEA Standard software of PowerPlan Consultants, Inc. PowerPlan is a fixed asset software which is used by Project Accounting Department and includes Asset Accounting, Project Cost Management, Project Unitization, Project Accounting, and Charge Repository. The maintenance agreement for PowerPlan states that they will provide maintenance and technical support for the two (2) most recent available versions only. In addition to continued support, this request provides an upgrade to the newest version of PowerPlan that provides additional functionality now included in the base product.

**JEA IFB/RFP/State/City/GSA#:** N/A  
**Purchasing Agent:** Dambrose, Nickolas C.  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
POWERPLAN CONSULTANTS, INC.	John Joseph	John.Joseph@powerplan.com	25877 Network Place Chicago, IL 60673	(770) 859.0402	\$1,201,542.75

**Amount for Entire Term of Contract** \$1,201,542.75  
**Award Amount for remainder of this FY:** \$773,731.55  
**Length of Contract/PO Term:** Three (3) Years w/No Renewals  
**Begin Date (mm/dd/yyyy):** 11/01/2020  
**End Date (mm/dd/yyyy):** 10/31/2023  
**Renewal Options:** No Renewals  
**JSEB Requirement:** N/A - Optional  
**Comments on JSEB Requirements:** JEA has reviewed the active JSEB vendor list and found no opportunities for JSEB participation.  
**Background/Recommendations:**




In 1998 the Awards Committee approved an Award to PowerPlan Consultants, Inc. for the purchase of a client service software system (PowerPlan) to replace JEA's mainframe-based fixed asset system. This replacement was, in part, to comply with requirements established by the Federal Energy Regulatory Commission. Since 1998, the Awards Committee has approved continued spending for maintenance and upgrade enhancements to the PowerPlan application. PowerPlan is proprietary software and JEA Standard software used as a fixed asset software by the Project Accounting department to support JEA's financial assets. Utility accounting for fixed assets has unique requirements that most software solutions cannot meet with an out of the box functionality. PowerPlan fixed assets system was designed for capital-intensive industries such as utilities and have developed a strong market niche to work in conjunction with ERP systems such as Oracle. In the past JEA has done market analysis of other products such as Oracle Fixed Assets and concluded that it cannot meet JEA's accounting needs without a significant amount of customization and cost.

This request includes an upgrade from version 10.1 to version 2020.1 of PowerPlan software for \$572,086.00, and three (3) years of support from 11/01/2020 to 10/31/2023 in the amount of \$629,456.75, for a total award amount of \$1,201,542.75. JEA's current version of PowerPlan is at end of life and will no longer be supported without high additional cost. The software upgrade will take nine to twelve (9-12) months to complete but the current 10.1 version will be supported by the vendor until JEA has transitioned to the new version which includes sign-off from the Project Accounting department. The benefits to JEA of upgrading to the new version include automated process efficiency gains, improved asset tracking, better software flexibility and adaptation training services for the new version. The ongoing software support and maintenance is \$201,645.55 for the first year. Thereafter, this amount shall increase four (4%) percent each year for the remaining two years of this extension to \$209,711.37 in 2021 and \$218,099.83 in 2022. The uplift was negotiated down from PowerPlan's standard 6% annual uplift. JEA may have opportunity to look at third party support following this award to reduce cost and avoid further uplift cost. Each Statement of Work for the upgrade and support have been attached as backup.

Request approval to award contract to Power Plan Consultants LLC to upgrade, support, and maintain JEA's existing PowerPlan software for an additional three years in the amount of \$1,201,542.75, subject to the approval of lawfully appropriated funds.

**Manager:** Owens, Katura E. - Mgr Technology Project  
**Director:** Edgar, Cindy L. - Dir Eng Systems & PMO  
**VP:** Datz, Stephen H. - Interim Chief Information Officer

**APPROVALS:**

 10/08/2020

**Chairman, Awards Committee** **Date**

 10/8/2020

**Budget Representative** **Date**



**JEA**

**Statement of Work  
Upgrade and ICA Recommendations**

**Statement of Work**

**PowerPlan, Inc.**  
300 Galleria Parkway  
Suite 2100  
Atlanta, GA 30339

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## STATEMENT OF WORK

This Statement of Work is entered into between PowerPlan, Inc. (f/k/a PowerPlan Consultants, Inc.) (“PowerPlan”) and JEA (“Client”) effective September 28, 2020 and shall be governed by the terms and conditions of the PowerPlant System Perpetual Licensing Agreement between Client and PowerPlan dated June 22, 1998, as amended (the “Agreement”).

## OVERVIEW

The objective of this project is for PowerPlan to assist the Client with an upgrade of the existing PowerPlan Licensed Products from version 10.4.0.1 to Version 2020.1 or the current generally available release, and with the Integrated Customer Assessment recommendations as detailed in this Statement of Work (collectively, the “Services”).

## PROJECT SCOPE

The Services relate to the PowerPlan Products, Interfaces and Conversions as detailed below.

### In-Scope PowerPlan Products:

Product ID	Product Description	Version
A-1	Asset Accounting	2020.1 or the current generally available release
CR-1	Charge Repository	2020.1 or the current generally available release
B-2	Limited Use Project Cost Management	2020.1 or the current generally available release
PA-2	Project Accounting	2020.1 or the current generally available release
PA-1	Project Unitization	2020.1 or the current generally available release

### In-Scope Interfaces:

All interfaces, internal and external, currently used in production will be upgraded to the latest PowerPlan interface shell. Any modifications to the logic of the interfaces are out of scope, unless required for current process and functionality to work with the new version. No new interfaces are in scope for this project.

### In-Scope Conversions:

No conversions are in-scope for this project, unless required for new functionality and current process and functionality to work with the new version.



### WORK EFFORT OVERVIEW

In accordance with the above scope, the number of full-time equivalent hours is estimated to be:

Project Phase (including Project Management)	PowerPlan Hours
Initiate	34
Design	283
Build	465
Test	507
Deploy	54
Sustain	149
Project Management	288
<b>Total Estimated Project Hours</b>	<b>1,780</b>

### SCHEDULE TIMELINE

The following estimated timeline shall govern all work under this Statement of Work and may be amended via the Change Request Process described herein.

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Initiate	█							
Design	█	█						
Build		█	█					
Test				█	█	█		
Deploy/Sustain						█	█	█
Project Management	█	█	█	█	█	█	█	█

The above estimates assume that Client executes this Statement of Work by September 28, 2020.



## CONSULTING FEES

Services under this Statement of Work will be billed at the hourly rates specified in the table below.

Resource Level	Rate per Hour
Project Director	\$410
Solution Architect	\$372
Functional Lead	\$335
Implementer	\$298
Project Manager	\$298

This Statement of Work estimates 1,780 consulting hours for PowerPlan resources. PowerPlan will charge a premium of one and one-half times the relevant contracted rate for Services requested by the Client to be performed on weekends or during a PowerPlan published holiday. Should Client cancel or delay previously scheduled Services less than seven (7) calendar days prior to its start date, Client shall be responsible for the fees of any resources that PowerPlan is unable to fully redeploy. Client shall also be responsible for any non-refundable travel expenses that PowerPlan incurs from Client's delay or cancellation.

Training Services are not included in the estimate above and shall be provided on a fixed fee basis, in a manner consistent with Exhibit C. The total training Services fees under this Statement of Work are \$24,000.00 (USD) and shall be invoiced as noted in Exhibit C.

The total fees for consulting and training Services under this Statement of Work are estimated to be \$572,086.00 (USD).

## OTHER CLIENT COSTS

Travel, communication, and out-of-pocket expenses for PowerPlan resources will be billed pursuant to the terms of the Agreement as incurred.

Internet access is required in order for PowerPlan to perform the Services. In the event Client does not provide PowerPlan resources with such internet access while at Client facilities, Client shall pay to PowerPlan a fee in the amount of One Hundred U.S. Dollars (\$100 USD) per month for each month that PowerPlan performs Services at Client facilities to cover expenses associated with providing a mobile hotspot for use by PowerPlan resources.

Client will provide a client/server environment including, for example, a UNIX or Windows server, an Oracle RDBMS, a network, and PC for clients running Microsoft Windows. Such an environment should include a work area for PowerPlan personnel with two (2) Client machines operating on Windows and having PowerBuilder and Microsoft Office installed.

Two (2) of the latest version of the Apeon PowerBuilder ("PowerBuilder") license(s) is required to perform the Services. Client is responsible for acquiring such license(s) and having PowerBuilder installed at the start of Services.



## PROJECT ASSUMPTIONS

This Statement of Work and PowerPlan's estimates to perform the Services described in this Statement of Work are based on the following project assumptions. Changes to the project assumptions listed below and any deviations that arise during the course of the Services will be managed through the Change Request Process described herein.

1. Services under this Statement of Work will be performed remotely except for any Services-related activity which PowerPlan and Client agree would be best performed on Client premises. All such activity will be billable to Client in accordance with this Statement of Work.
2. PowerPlan will provide the Services under this Statement of Work during normal business hours, Monday through Friday, except PowerPlan published holidays, unless otherwise agreed to by Client and PowerPlan. Out-of-town PowerPlan personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.
3. Client shall obtain all licenses or approvals necessary for PowerPlan or its subcontractors to perform the Services under this Statement of Work prior to making Client's facilities, software, hardware, networks, or other similar resources available to PowerPlan. Client shall be responsible for the content of any database, system or server, and the control on its access, backup, and recovery of the stored data (the "Security"). The Security will also include procedures necessary to safeguard the integrity of software and data from access by unauthorized personnel.
4. Client will appoint an individual to act as the point of contact between PowerPlan and Client for the duration of the Services. This individual will have the authority to act for the Client in all aspects of the Services.

## IMPLEMENTATION ASSUMPTIONS

This Statement of Work and PowerPlan's estimates to perform the Services described in this Statement of Work are based on the following implementation assumptions. Changes to the implementation assumptions listed below and any deviations that arise during the course of the Services will be managed through the Change Request Process described herein.

1. Client will set up a project landscape by the second week of the project and provide the PowerPlan team access to the most sustainable backup copy of the production database, a copy of most current application code and a copy of the most current interface code so that the PowerPlan upgrade team can run upgrades tasks. If needed or preferred, subject to the terms of a written Change Order between the parties, PowerPlan can setup project landscape on a PowerPlan hosted server at an additional cost to the project with such cost being dependent on the time frame needed.
2. PowerPlan will perform an upgrade of existing Client Licensed Products to PowerPlan Version 2020.1 or the current generally available release. As part of this upgrade, PowerPlan will consolidate Client code and remove customizations that have been jointly identified for removal by both Client and PowerPlan.
  - a. Client will assist PowerPlan with analysis and business impact of any customization removal and will communicate to PowerPlan no later than the beginning of the Test Phase as identified in the schedule above, which customizations Client will retain and which customizations PowerPlan will remove or merge into base PowerPlan code.
3. Code modifications are restricted to upgrading to the latest PowerPlan interface shell which includes changes from the upgrade of current interfaces listed above in the in-scope interfaces as 'existing' interfaces.



4. PowerPlan will assist Client with cutover planning and go live preparation.
  - a. It is the responsibility of Client to deploy any application or interface code at the time of go live.
5. PowerPlan will train Client on system functionality as outlined in Exhibit C.
  - a. The PowerPlan Project Manager will work with the Client's Project Manager to schedule training classes.
  - b. PowerPlan will not schedule or deliver any of the training classes or activities listed in Exhibit C without written confirmation of the schedule from the Client Project Manager.
6. PowerPlan will provide resources through the Sustain period of the project (estimated at 6-8 weeks) in order to assist Client through two (2) month-end close cycles immediately following production deployment.

### **PROJECT MANAGEMENT ASSUMPTIONS**

1. Utilizing a part-time Project Manager, PowerPlan will perform the following project management responsibilities as they relate to the implementation of the PowerPlan application:
  - o Maintain PowerPlan's input into project plan.
  - o Work with the Client project lead and team to assist with the creation of the master project plan.
  - o Weekly coordination / communication with Client Project Manager.
  - o Steering Committee participation along with PowerPlan Delivery Director.
  - o Provide a single weekly status report.
  - o Prepare and process Change Orders and present to Client.
  - o Work with Client project lead to drive Services according to project timelines.

### **TESTING ASSUMPTIONS**

1. During the PowerMe Build Phase, PowerPlan will perform Unit Testing on all PowerPlan created Build and Configuration items as they relate to this project.
2. PowerPlan will deliver base test scripts related to testing out-of-the-box functionality for the PowerPlan application.
3. PowerPlan will support three (3) full test cycles, two (2) at approximately four (4) weeks long and one (1) User Acceptance Test (UAT) cycle at four (4) weeks long. The Client is responsible for the execution of the test scripts. A mock conversion will be performed prior to each test cycle and will be used to populate the applicable test database with Client data.
  - o Extensions to this estimated timeline could result in additional effort and will be managed through the Change Request Process.
4. Client is responsible to coordinate and manage the overall testing process for both System Integration Testing and User Acceptance Testing, with assistance from PowerPlan. This includes the following tasks:
  - o Test Plan sign off.
  - o Defining entry and exit criteria by the beginning of the Test Phase, as described utilizing the details for defect categorization in the project plan.
  - o For all properly triaged test issues, PowerPlan will perform defect and testing-issue resolution during the PowerMe Test Phase of this project, in accordance with Exhibit D. Categorization of defects will be defined as identified in Exhibit D.
  - o Client will execute all test scripts, document any issues that arise for at least one (1) 4-week Integration Test Cycle and at least one (1) 4-week User Acceptance Testing. Client will also assist PowerPlan with setting priorities for remediation.





- Perform one cutover rehearsal to confirm completeness of cutover plan and estimate timing of cutover tasks.
5. PowerPlan will manage and support the overall testing process for System Integration Testing and User Acceptance Testing, with assistance from Client. This includes the following tasks:
- Test Plan creation.
  - Develop and manage all testing related reports.
  - Execute all test scripts, document any issues that arise for at least one (1) four (4) week System Integration Test Cycle.
  - Management and triage of all test-related issues during System Integration Testing and User Acceptance Testing.
  - Perform defect and testing-issue resolution during the test phase of this project, in accordance with the test plan.

### **INTEGRATED CUSTOMER ASSESSMENT ASSUMPTIONS**

1. PowerPlan will configure the separation of Oracle CR to GL Batches by leveraging filtering or CR Posting configuration update to post transaction batches by company code following concurrent MEC processing.
2. PowerPlan will review with Client the Month End Close Process, Schedule and Interfaces run.
3. PowerPlan will configure CR Cancellations by deploying alerts to monitor the process with input from the Client.
4. PowerPlan will configure AnyQueries to facilitate 10% variance analysis of Month End Close Processes related to Depreciation, AFUDC & Unitization.
5. PowerPlan will create 4 CR AnyQueries to automatically compare reconciliation reports: CWIP, CWIP WO, WO Differences YTD and Lead Schedules.
6. PowerPlan will update the integration data filter logic for meter integration for new property.
7. PowerPlan will configure additional sources for the Cost Repository Transactions Interface from Oracle to PowerPlan such as freight and AP discounts.
8. PowerPlan will review work order initiation gaps and identify the root cause of automatic initiation gap for subset of work orders. PowerPlan will remediate if results from analysis is related to PowerPlan interface.
9. PowerPlan will configure Reimbursable Work Order Identification & Default Setting Update by adding reimbursable Work Order Type with configuration to exclude AFUDC & Overheads.
10. PowerPlan will configure depreciation forecasting to facilitate depreciation run outs and the ability for entry of estimated additions & retirements within the PowerPlan Asset Accounting module.
11. PowerPlan will create a depreciation expense variance analysis report by utility account.
12. PowerPlan will support the conversion of Mass Property to Curve Retirement Methodology from FIFO. Client will identify data set to convert.
13. PowerPlan will configure Auto Life Retirements for (Computer Equipment & General property) property types.
14. PowerPlan will configure the ability to leverage Work Order Automatic Retirements Processing.
15. PowerPlan will configure the ability to use Automatic Unitization by leveraging unit estimates & as-builts for automated process.
16. PowerPlan will setup CIAC Basis & Unitization for Net \$0 Assets.
17. PowerPlan will configure the application to streamline salvage and land sale retirements.



18. PowerPlan will work with the Client in implementing a base set Automated Review for Closing (ARCs) as part of the Unitization Optimization Package.

### **CHANGE REQUEST PROCESS**

Client or PowerPlan may at any time request a change to the Services under this Statement of Work. Any such change shall be described in a Change Order, the form of which is attached hereto as Exhibit A. PowerPlan will draft any such Change Order for Client's review and signature. No action will be taken by PowerPlan with respect to the change in Services prior to PowerPlan receiving a signed Change Order from Client.

### **DISPUTE RESOLUTION**

Each party shall appoint one (1) member of their respective management teams to oversee the relationship between the parties and act as the final step in the Change Request Process described above.

The parties anticipate that day-to-day operational issues will be resolved at the project level by each party's appointed project managers. If the project managers cannot resolve an issue within five (5) days (or such longer period as agreed to in writing by the parties) the issue will be presented to the appointed members of each party's respective management team.

The appointed members of each party's respective management team will consider and negotiate in good faith toward the resolution of the disputed matter for a period of no longer than thirty (30) days from the date the issue was originally submitted to the project managers for resolution. At the end of such period, each party may exert their rights under the Agreement.



**NEW PROJECT CHECKLIST**

**Project Name:** Upgrade and ICA Recommendations

	<b>Client Accounts Payable Contact Information</b> <i>(Individual receiving the invoice)</i>		<b>Client Contact Information</b> <i>(Individual requesting/receiving the work)</i>
<b>Client Name:</b>	JEA	<b>Contact Name:</b>	Katura Owens
<b>Contact Name:</b>		<b>Title:</b>	
<b>Address 1:</b>	21 W Church St	<b>Address 1:</b>	21 W Church St
<b>Address 2:</b>	Jacksonville, FL 32202-3158	<b>Address 2:</b>	Jacksonville, FL 32202-3158
<b>Phone:</b>	(904) 665-4215	<b>Phone:</b>	(904) 665-4215
<b>E-mail Address:</b>	owenke@jea.com	<b>E-mail Address:</b>	owenke@jea.com

**Our Company requests electronic invoices:**

YES - Check here if Client agrees to accept electronic invoices in lieu of paper invoices.

**Our Company issues Purchases Orders to process invoices:**

YES - Enter the Purchase Order Number below and attach a copy of the Purchase Order to this checklist: \_\_\_\_\_

NO - List individual approving invoice and attach copy of e-mail, Statement of Work, Contract or other documentation of approval: \_\_\_\_\_

The parties to this Statement of Work agree to comply with its terms and conditions.

**JEA**

**POWERPLAN, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title and Date

\_\_\_\_\_  
Title and Date



**EXHIBIT A: CHANGE ORDER**

**Statement of Work:** Upgrade and ICA Recommendations  
**Original Statement of Work date:** September 28, 2020  
**Client Name:** JEA

**Date:**

**Requester:** \_\_\_\_\_

**Change Order Number:** \_\_\_\_\_

**Nature of the proposed change:**

**Reason for the change:**

**Proposed Effective Date of change:**

**Impact of the Change:**

Project schedule:

Estimated project pricing:

Pricing rate:

Number of additional hours:

Other impact:

**Authorized Signatures:**

**JEA:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**PowerPlan, Inc.:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

### EXHIBIT B: KEY DELIVERABLES

Deliverables	Description	Primary Responsibility
Project Plan	Includes tasks, durations, start and end dates and resources.	Joint
System Landscape Diagram	Includes information on how existing legacy systems will work together with proposed PowerPlan implementation.  Depicts legacy interfaces, data exchanges and any other touch points.  Includes business functions supported by each application.	Client
Data Cleansing	Will be performed throughout initiate, design and build phases as identified in data cleansing strategy and plan.  Will be monitored and validated as part of conversion and cutover testing.	Client
Design Document	Provide design document for changes related to the recommendations from the Integrated Customer Assessment	PowerPlan
Business Test Materials	Preparation of all business tests (scripts, cases) including system integration, performance, and user acceptance.	Client
Cutover Plan	Includes all tasks and steps required to “move” from legacy systems to production version of PowerPlan system.  “Move” includes PowerPlan application, configuration and interface that originate in PowerPlan, PowerPlan database changes, PowerPlan data loads and data validation, production build tasks, turning on security settings and turning off access to legacy systems.  Plan includes all tasks and individual specific steps, estimated time for execution per step, person responsible and start and finish dates and timing of each step.	PowerPlan facilitates and provides recommendations; Client completes.
Business and User Acceptance Testing	Tests business processes to validate they are meeting documented requirements and expected results.	Client



## EXHIBIT C: TRAINING

### TRAINING CLASSES & COST

The chart below lists out the training classes that will be conducted as a part of this Statement of Work. Any Services associated with custom training, including any preparatory work related to Client's customization of training materials, will be billed at the rate of \$325 per hour, in addition to the standard training class rates. Any requests for customization which are not included within this Exhibit may be subject to a Change Order.

In Scope Training Classes:

Class Name	Description	# of Classes Per Training Product Family	Training Days Per Training Product Family	Fees
End User Training	This class will cover key concepts and terms regarding ongoing usage of the system. This session will cover tasks required for an end-user of the software to successfully utilize and manage the software after go-live in production and cover topics required for ongoing system administration.	Fixed Assets (Project, Assets, Depr, CR): 1	3	\$12,000.00
Admin Training	This class will cover key concepts and terms specifically relevant to administrators of the system in order to support the PowerPlan software after go-live in production. This class will cover applying updates and patches, including the process to compile any relevant code, and how to generally manage security.	Fixed Assets (Project, Assets, Depr, CR): 1	3	\$12,000.00
			TOTAL:	\$24,000.00

Each class shall be invoiced upon completion of the last training day associated with such class, and the applicable amounts shall be payable in accordance with this Statement of Work and the Agreement. Fees related to customized training materials, if any, shall be invoiced monthly in arrears.



### **TRAINING ASSUMPTIONS**

PowerPlan's estimates to perform the training Services described in this Exhibit are based on the following project assumptions. Changes to the assumptions listed below and any deviations that arise during the course of this Statement of Work may result in additional hourly fees, a Change Order, and/or may diminish the effectiveness of the training.

1. Unless explicitly noted within the Customizations section of this Exhibit, training will be delivered using PowerPlan's standard training materials and will not be customized based on Client's particular business processes, implementation processes, or particular instance of the Licensed Products.
2. Except as noted otherwise in the Customizations section of this Exhibit, a training class shall include pre-training preparation, on-site/network testing and setup related to training, delivery of standard training materials, and one (1) PowerPlan trainer who will cover standard training topics and materials over the number of training days noted in the chart above.
3. Training includes preparation time devoted to logistics, scheduling, and CPE review certification, if applicable.
4. Classes must be scheduled at least thirty (30) days in advance of the training event.
5. Specifically with respect to training classes, should Client cancel or delay a previously scheduled training class without at least fourteen (14) days' written notice, Client shall pay to PowerPlan as liquidated damages, and not as a penalty, an amount of \$250 (USD) per day for each day of training that has been canceled, which will be invoiced at the end of the calendar month on which Client's request to cancel or delay is received by PowerPlan.
6. Each class will be for up to ten (10) people.
7. Client must provide adequate classroom space, which includes a projector and access to a non-production database, to accommodate the training attendees.
8. Client will provide a non-production database environment with the applicable Licensed Products. Client will provide PowerPlan access to its training database at least five (5) business days prior to the scheduled training class.
9. Client will provide each attendee with a laptop or in-classroom PC with access to the training database environment.
10. PowerPlan will provide Client with the associated presentation materials prior to the commencement of the training Services. Client is responsible for printing an appropriate number of materials for the attendees.
11. The estimate is based on up to eight (8) hours of classroom training per day.
12. Each class will be taught by one (1) PowerPlan trainer.

### **CUSTOMIZATIONS**

None.

## EXHIBIT D: DEFECT CATEGORIZATION AND RESOLUTION

All defects will be categorized by the parties per the criteria below, and such criteria shall only apply to the Services provided under this Statement of Work.

### Defect Severity

Defect Severity (“Severity”) is defined as the impact of a reported problem on the operation of the system or the Client’s ability to successfully test the system. The Severity may also be affected by the impact on project operations which include failures that stop or impede project activities.

The Severity has no default value and is a required entry when the defect is created. At the time that each defect is identified, the defect author assigns one of the four severity levels based on the criteria defined below. The Parties will review the defects and mutually agree upon the severity levels assigned.

Severity Level	Description	Example	Criteria
1	Critical	A problem that causes the Software to be non-operational such that no users can access the system or backup or other security of data can no longer be performed, and there is no Workaround available.	Reserved for any application process that causes the system or business operation to be unavailable.  No further testing activities are possible within the application.
2	High	A problem with the Software that prevents the Client from performing a key business event with no acceptable Workaround available.	Reserved for any application process that fails, testing stops, and additional steps or dependent scenarios cannot be completed.  A work-around is either not available or is unacceptable for implementation in production by the business owner.  Other processes not requiring the failing process can proceed.
3	Medium	A non-critical problem occurs where the Client is able to run the Software and there is a Workaround available.	Reserved for any application process that fails and has a minor impact on the operation.  A work-around is developed and acceptable.  Test execution can continue with no significant impact.
4	Low	A problem that has low system impact and does not require immediate attention, including cosmetic issues, and non-critical issues.	Reserved for any application process that fails, but does not prevent or hinder the functionality of the system.  The application process can continue to completion with no impact to business operations.

### Metric: Critical / High Defect Count

Successful outcome is planned to be no unmitigated Critical or High defects at the close out of a Test Cycle, as defined by both parties in a Program Test Strategy. The Program Test Strategy is to be created jointly by PowerPlan and Client during the PowerMe Design and Build phases. PowerPlan and Client will use the above criteria to determine exit criteria for test cycles and go live.





**Order Form**

As it relates to the Software specified herein, this Order Form dated November 1, 2020 (the "Order Form Effective Date") is subject to the terms of the PowerPlant System Perpetual Licensing Agreement between PowerPlan, Inc. f/k/a PowerPlan Consultants, Inc. ("PowerPlan") and JEA ("Licensee") with an effective date of June 22, 1998, as amended (the "Agreement"). All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

Client: JEA	Purchase Order #:
Address: 21 W Church St	If No P.O. Required Check Here <input type="checkbox"/>
Address: Jacksonville, FL 32202-3158	Order Date: November 1, 2020

**Existing Software – Standard Maintenance**

Licensee hereby agrees to the Maintenance Term of the Existing Software Licenses set forth below, commencing on the Maintenance Begin Date through the Maintenance End Date (the "Renewal Maintenance Term").

Software Modules	First Year Renewal Maintenance Fee	Maintenance Begin Date	Maintenance End Date	Date to be invoiced	Payment Terms	Maximum PP&E Value
Project Unitization Asset Accounting Project Accounting Charge Repository Limited Use Project Cost Management	\$201,645.55 (USD)	Order Form Effective Date	10/31/2023	Annually in advance	Due Upon Receipt	\$7 Billion (USD)

**Billing / Accounts Payable Contact**

Name: Nickolas Dambrose
Address: 21 W Church St, Jacksonville, FL 32202-3158
Phone: +1.904.665.6000
Email: dambnc@jea.com

**Special Notes:**

- During the Renewal Maintenance Term, the annual escalation of the Maintenance Fees shall not exceed 4% each year.
- The pricing set forth in this Order Form is valid if signed by Licensee by October 23, 2020. Licensee's execution of this Order Form shall constitute an offer from Licensee to procure Maintenance Services for the Existing Software Licenses listed herein from PowerPlan. Such offer can only be accepted by PowerPlan's signing this Order Form. After signing, PowerPlan will send to Licensee a fully signed copy of this Order Form, which sending shall constitute PowerPlan's acceptance and cause this Order Form to become effective. PowerPlan reserves the right to reject Licensee's offer at PowerPlan's sole discretion.

**PowerPlan, Inc.**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**JEA**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

***Certification of Standard, Proprietary or  
Original Equipment Manufacturer Item***

***For Purchase Requisition No. \_\_\_\_\_***

**3-112 Procurement of Standard, Proprietary and Original Equipment  
Manufacturer Items.**

A contract may be awarded for Supplies or Services with limited or no competition when the Supplies or Services:

- (a) have been selected as a JEA standard in the course of a standards program or through the action of a standards committee (standard); or
- (b) must be a certain type, brand, make or manufacture (proprietary); or
- (c) must be obtained from the original equipment manufacturer , manufacturer's representative or a distributor authorized by the original equipment manufacturer because of the criticality of the item or compatibility within the JEA system (original equipment manufacturer).


**Category**

The procurement item is (check the appropriate description):

X  Standard      X  Proprietary       Original Equipment Manufacturer

**Certification**

I the undersigned certify that the specific supplies, services or construction described in the above referenced purchase requisition are the only such supplies, services or construction that will fulfill the intended need for the following reasons: In 1998 the Awards Committee approved an Award to PowerPlan Consultants, Inc. for the purchase of a client service software system (PowerPlan) to replace JEA's mainframe-based fixed asset system. This replacement was, in part, to comply with requirements established by the Federal Energy Regulatory Commission. Since 1998, the Awards Committee has approved continued spending for maintenance and upgrade enhancements to the PowerPlan application. PowerPlan is proprietary software and JEA Standard software used as a fixed asset software by the Project Accounting department to support JEA's financial assets. Utility accounting for fixed assets has unique requirements that most software solutions cannot meet with an out of the box functionality. PowerPlan fixed assets system was designed for capital-intensive industries such as utilities and have developed a strong market niche to work in conjunction with ERP systems such as Oracle. In the past JEA has done market analysis of other products such as Oracle Fixed Assets and concluded that it cannot meet JEA's accounting needs without a significant amount of customization and cost.

  
\_\_\_\_\_  
Signature of appointed employee initiating the purchase request

29 Sep 2011  
\_\_\_\_\_  
Date

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***This Certification shall be attached the purchase requisition when routed for approval.  
Approval of the purchase requisition shall constitute affirmation of this Certification.***

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## Formal Bid and Award System

Award #5 October 8, 2020

**Type of Award Request:** CONTRACT  
AMENDMENT

**Requestor Name:** Kilgo Veasey, Nancy A. –  
Dir Special Projects

**Requestor Phone:** (904) 665-6439

**Project Title:** JEA Downtown Campus  
Owner's Representative

**Project Number:** 8005628

**Project Location:** JEA

**Funds:** O&M

**Award Estimate:** N/A

**Scope of Work:**

The purpose of the original Invitation to Negotiate (the "ITN") was to select an Owner's Representative who is primarily responsible for advocating in favor of JEA's best interest by overseeing the design and construction of the JEA Headquarters Office Facility project (the "Work"). The Work included, but is not limited to, the following tasks:

- Reviewing future site for feasibility for construction, business needs, and future growth plans;
- Assist with the solicitation process for JEA to select a Construction Manager and a Design Architect using a Construction Manager at Risk (CMAR) delivery method;
- Assist JEA in establishing project goals in terms of scope, budget and schedule; and
- Act as JEA's Owner's Representative and Project Manager through the completion of the project

The Work may also include representing and presenting on behalf of JEA to the JEA Board of Directors and Jacksonville City Council.

**JEA IFB/RFP/State/City/GSA#:** 123-17

**Purchasing Agent:** Selders, Elaine

**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
CBRE, INC.	Stewart Green	stewart.green@cbre.com	225 Water Street, Suite 110 Jacksonville FL 32202	(904) 634-1200	\$238,580.00

**Amount of Original Award:** \$568,119.00

**Date of Original Award:** 10/05/2017

**Change Order Amount:** \$238,580.00

**List of Previous Change Order/Amendments:**

CPA #	Amount	Date
169207	\$64,500.00	11/16/2017

169207	\$78,000.00	06/06/2019
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**New Not-To-Exceed Amount:** \$949,199.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 10/06/2017  
**End Date (mm/dd/yyyy):** Project Completion  
**JSEB Requirement:** N/A – Optional

**Background/Recommendations:**

Originally awarded and approved by the Awards Committee on 10/05/2017 to CBRE Inc. as an Owner's Representative responsible for advocating in favor of JEA's best interest by overseeing the design and construction of the JEA Headquarters Office Facility project, in the amount of \$568,119.00. Previous change orders were approved on 11/16/2017 adding Phase I Workplace Strategy services in the amount of \$64,500.00 and on 06/06/2019 adding Change Management services in the amount of \$78,000.00. The previous award is attached as back up.

The original award October 5, 2017 anticipated that JEA would develop the HQ project through a self-build approach. The process for corporate headquarters was modified by JEA from the original approach in mid-2018 to include a competitive solicitation for building solutions. CBRE assisted JEA throughout the solicitation process and project planning continued under a modified approach including a build to suit lease solution being negotiated with the top ranked firm selected in April 2019. Project planning and changes continued to May 2020 when the project scope was reduced and the JEA Board approved the final scope and limits in June 2020. The final scope included separating out the Emergency Operations Center and related support functions including personnel into a second hardened facility project, given the working name HQ2. The initial CBRE Owner's Rep engagement anticipated a project completion in April 2020. Given the multiple delays and shifts in project approach and scope, a Contract Amendment is being requested to have CBRE carry the Owner's Rep work through expected project completion on the modified scope to maintain project continuity, currently anticipated as June 2022. The initially proposed Owner's Representative has consistently advised JEA throughout the course of the project approach and shifts and has knowledge of the full range of reviews, changes and the current building design details and project to be developed by Ryan Companies. The same project Owner's Representative originally proposed will continue to be assigned to the project. He may also be supported by additional CBRE staff to be pre-approved by JEA project leads.

This request is for a contract amendment to CBRE in the amount of \$238,580.00 for Owner's Representative professional services to provide continuity of project management throughout the project until anticipated completion in June 2022. CBRE will continue to invoice JEA on a monthly basis, based on the hours devoted to the project. The rates remain the same for these services. The estimated hours and rates have been attached as back up.

Request approval to award a contract amendment to CBRE Inc. in the amount of \$238,580.00, for a new not-to-exceed amount of \$949,199.00, subject to the availability of lawfully appropriated funds.

**Director:** Kilgo, Nancy A. – Dir Government Affairs  
**Chief:** McElroy, Alan D. – Interim Chief Supply Chain Officer

**APPROVALS:**

**Chairman, Awards Committee**

**Date**

*[Handwritten Signature]*

10/08/2020

**Budget Representative**

**Date**

*[Handwritten Signature]*

10/8/2020



## Formal Bid and Award System

CPA 169207

Award #8

June 6, 2019

**Type of Award Request:** CHANGE ORDER  
**Requestor Name:** Kilgo, Nancy A. – Dir Special Projects  
**Requestor Phone:** (904) 665-6439  
**Project Title:** JEA Downtown Campus Owner's Representative  
**Project Number:** 8005628  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** N/A

### Scope of Work:

The purpose of the original Invitation to Negotiate (the "ITN") was to select an Owner's Representative who is primarily responsible for advocating in favor of JEA's best interest by overseeing the design and construction of the JEA Headquarters Office Facility project (the "Work"). The Work included, but is not limited to, the following tasks:

- Reviewing future site for feasibility for construction, business needs, and future growth plans;
- Assist with the solicitation process for JEA to select a Construction Manager and a Design Architect using a Construction Manager at Risk (CMAR) delivery method;
- Assist JEA in establishing project goals in terms of scope, budget and schedule; and
- Act as JEA's Owner's Representative and Project Manager through the completion of the project

The Work may also include representing and presenting on behalf of JEA to the JEA Board of Directors and Jacksonville City Council.

The process for corporate headquarters was modified by JEA from the original approach to include a competitive solicitation for building solutions. CBRE assisted JEA throughout the solicitation process and project planning continues under a modified approach including a build to suit lease solution being negotiated with the top ranked firm.

This award impacts the following JEA Measures of Value:

- Customer Value – Enhances opportunity for customer service and engagement while being cognizant of stewardship of customer dollars.
- Community Value – Provides opportunity to enhance employee safety and productivity and plan for functional, effective and efficient workspace for employees; and supports downtown economic development.
- Environmental Value – Project will reduce JEA's office space footprint and be built to LEED design standards helping reduce consumption of resources for on-going operations.
- Financial Value – Provides for business continuity planning, competitive market pricing, reduction in on-going operations and maintenance expenses, and foregoing capital outlay for existing aging building repairs and upgrades.

**JEA IFB/RFP/State/City/GSA#:** 123-17  
**Purchasing Agent:** Selders, Elaine  
**Is this a Ratification?:** NO  
**RECOMMENDED AWARDEE(S):**



Name	Contact Name	Email	Address	Phone	Amount
CBRE, INC	Stewart Green	stewart.green@cbre.com	225 Water Street, Suite 110 Jacksonville FL 32202	(904) 634-1200	\$78,000.00

**Amount of Original Award:** \$568,119.00

**Date of Original Award:** 10/05/2017

**Change Order Amount:** \$78,000.00

**List of Previous Change Order/Amendments:**

CPA #	Amount	Date
169207	\$64,500.00	11/16/2017

**New Not-To-Exceed Amount:** \$710,619.00

**Length of Contract/PO Term:** Project Completion

**Begin Date (mm/dd/yyyy):** 10/06/2017

**End Date (mm/dd/yyyy):** Project Completion

**JSEB Requirement:** N/A – Optional

**Background/Recommendations:**

Originally awarded and approved by the Awards Committee on 10/05/2017 to CBRE Inc. as an Owner's Representative responsible for advocating in favor of JEA's best interest by overseeing the design and construction of the JEA Headquarters Office Facility project, in the amount of \$568,119.00. A previous change order was approved on 11/16/2017 adding Phase I Workplace Strategy services in the amount of \$64,500.00. The original award and the previous change order are attached as back-up.

This request is for a change order to CBRE for \$72,000.00 for Change Management professional services, not included in the original scope, and \$6,000.00 travel expense for change management services for a total of \$78,000.00. Change Management is a key part of headquarters planning to inform the workforce over the project duration and to prepare for eventual move and occupancy of new workspace. The services are intended to support JEA's Change Management team, communications and project management teams during project development and transition to the new work environment. CBRE Workplace will assist in change strategy development, training, communications and support materials. Services include initial project meeting, change strategy workshop, communications & engagement plan, change ambassador training, support for change management team and guide tool for new space. CBRE will invoice JEA on a monthly basis, based on the scope of work completed and any additional support consulting would be billed on an hourly basis. CBRE Workplace assisted in Phase I Workplace Strategy and has a familiarity with our existing space and JEA's project. JEA will be issuing a separate Request for Proposals for additional programming and workplace planning as a separate work scope.

Request approval to award a change order to CBRE Inc. in the amount of \$78,000.00, for a new not-to-exceed amount of \$710,619.00, subject to the availability of lawfully appropriated funds.

**Director:** Kilgo, Nancy A. – Dir Special Projects

**VP:** McCarthy, John P. - VP & Chief Supply Chain Officer

**APPROVALS:**

*[Signature]* 6/6/19

**Chairman, Awards Committee**

**Date**

*Kristina Quate* 6/6/2019

**Manager, Operating Budgets**

**Date**



**CBRE SCOPE SOV**

**9/18/2020**

**SCHEDULE OF FEES**

**HQ-1**

**HOURLY BY PHASES**

	START	FINISH	ESTIMATED MONTHS	ESTIMATED HRS/MNTH	ESTIMATED HOURS	RATE	EXTENSION	ESTIMATED BILLING BY MONTH
MONTHLY RECURRING	9/1/20	7/2/22	22.0	26.1	573.4	\$ 162	\$ 92,895	\$ 4,228
PRE-PLANNING	9/1/20	10/1/20	1.0	8.7	8.6	\$ 162	\$ 1,389	\$ 1,409
PROCUREMENT	10/1/20	12/20/20	2.6	26.1	68.6	\$ 162	\$ 11,109	\$ 4,228
PLANNING	10/15/20	5/15/21	7.0	34.8	242.3	\$ 162	\$ 39,250	\$ 5,638
APPROVALS	2/28/21	6/15/21	3.5	13.1	45.9	\$ 162	\$ 7,429	\$ 2,114
CONSTRUCTION	4/15/21	6/15/22	14.0	30.5	426.0	\$ 162	\$ 69,012	\$ 4,933
CLOSEOUT	4/30/22	7/2/22	2.1	52.2	108.0	\$ 162	\$ 17,496	\$ 8,456
			22.0		1,472.7		\$ 238,580	

**CBRE SCOPE BREAKDOWN**

<b>1.</b>	<b>Monthly Re-Occurring Services (Occurring during all subsequent phases)</b>	<b>22.0</b>
a	Budget Management	0
a2	Budget Management - Lease (Shell)	4
a3	Budget Management - Capital (TI)	5
b	Schedule management	1.6
b2	Schedule management - Shell vs. TI Comparable	
c	Daily Task Management	2.5
d	Project Guidance	2
e	Invoice Tracking	1
f	Project Risk Evaluation	2
g	Reporting	2
g2	Reporting - Evaluate and Convergence of Shell Report	1
h	Assist CM with Reporting	1
i	Monthly Reporting	4
		26.1
<b>2.</b>	<b>Pre-Planning Stage</b>	<b>1.0</b>
a	Monthly Status Report	
a1	Respond to ITN Questions	0
a2	Modifications to Grading, Schedule and Process Documents	0
a3	Project Team Meetings	0
a4	Board Meetings	0
a5	Misc. Pre-Planning Phone calls and reviews	0
b	Site Tour	0
b2	Site Tours - of Respondents	0
b3	Site Tours - Final Solution	0
c	Procurement Delivery Strategy	0
f	Develop Project Goals in Budget & Schedule Milestones	0
h3	Project Charter Authorship - Revised to fit Development Scheme	0
j	Budget analysis	1.5
j2	JEA Requires Quarterly Cash Flow Analysis	2
r	Develop LL/Tenant Responsibility Matrix	0
s	Work through Lease negotiations and advise Development Services on PJM items	0
t	Evaluate and advise LL on Design Team requirements to meet JEA's needs.	2.7
u	Evaluate and advise LL on GC requirements to meet JEA's needs.	2.5
		8.7
<b>3.</b>	<b>Project Team Procurement</b>	<b>2.6</b>
f	Assist with Design RFP & Delivery	0.0
f2	Modify Design RFP to respond to LL requirements and Lease terms	0.0
g	Hire Design Team	7.2
h	Coordinate Approvals and Milestones w/ Design Team	1.1
i	Coordinate Municipal inputs	1.1
j	Coordinate front end documents, design with CM RFP	0.0
j2	Adjust CM RFP to respond to LL requirements and Lease terms	0.0
k	Major Milestone Schedule Coordination and Tracking	3.5
l	Detailed Construction Schedule for RFP	0.0
m	Assist with CM GMP Development	2.2
m2	IF GC is different than Shell GC, then coordinate Site Layout and Jobsite rules with LL GC	0.0
n	Council review with JEA on CM Contract terms	2.5
o	Award CM	0.0
p	Guidance through CM Contract Negotiations	2.0
q	Assist in CM development of project controls and reporting	2.0
q2	Review and Respond to LL CM monthly reportin	0.5
q3	Review, track and manage LL Scope Allowances	0.5
q4	Review, track and manage LL TI Allowance	1.5
r	Track insurance requirements	0.5
j2	JEA Requires Quarterly Cash Flow Analysis	1.5
		26.1
<b>4.</b>	<b>Planning</b>	<b>7.0</b>
a	Design Team Coordination through CD's	2.5
b	Develop Milestones for Design Team and JEA	1.5

c	Facilitate JEA and Design Team Milestones and Deliverables	1.5
c2	Coordinate Design Team Milestones in preparation for and reaction to LL Design Team	1.5
d	Long Lead Procurement Strategies	1.0
e	Review Design Packages (3) and Presentations for Completeness of Design	2.5
f	Advise CM team on tracking of Scope, Schedule and Budget	2.5
g	Assist Design and CM through project milestones and budget review	5.4
h	Design and Construction option evaluation and recommendations to JEA	1.4
i	Assist Design and CM in converging design and estimate milestones against JEA budgets	1.5
j	Identify major changes to program and assist JEA in approval requirements	1.5
k	Confirm budget and funding uses and sources	0.0
l	Broad oversight of Low Voltage Packages	1.5
m	Early visibility on FF&E packages and JEA opportunities therein	1.5
n	Engage and partner with Fusion group as necessary	0.5
p	Identify and aid JEA Facilities in the development of a Facilities Management Plan	0.0
q	Aid JEA in developing and implementing Change Management Strategy	1.0
q2	Review and Respond to LL CM monthly reportin	1.5
q3	Review, track and manage LL Scope Allowances	1.0
q4	Review, track and manage LL TI Allowance	1.0
r	Introduction to Real Estate team and feasibility meetings	0.0
s	Insure LL engages LEED/WELL/SMART consultancy/planning	1.5
s1	Advise JEA on engaging and managing LEED/WELL/SMART opportunities	0.0
j2	JEA Requires Quarterly Cash Flow Analysis	2.5
		34.8
<b>5.</b>	<b>Approvals</b>	<b>3.5</b>
a	Oversight and aid design in COJ & DDRB approval processes	3.5
b2	Review LL Reports on FDEP and SJRWM, advise JEA on impacts	1.5
c	Coordinate through design and cm all required approvals	5.6
d	Track overall project LEED/WELL/SMART certifications and design	2.5
		13.1
<b>6.</b>	<b>Construction</b>	<b>14.0</b>
a	Comms Plan for construction processes	1.5
b	Assist CM in developing, implementing and holding required reports/files	1.5
c	Assist Design and CM with Trade input and evaluation.	2.5
d	Attend Jobsite Meetings as required	2.5
e	Assist CM in proper Testing plan	0.5
f	Assist Design in coordinating Shop Drawing review and evaluation	1.2
g	Invoice tracking and recommendations	3.8
g2	LL Invoice review and respond	3.3
h	Assist Design and CM in Change Order Management	4.5
h2	Assist JEA in Review of LL Design and CM in Change Order Management	2.5
i	Conduct schedule audits for procurement milestones	1.2
j	Establish and initiate risk register tracking	1.5
j	weekly management of risk register tracking	1.5
j2	JEA Requires Quarterly Cash Flow Analysis	2.5
		30.5
<b>7.</b>	<b>Occupancy and Close-Out</b>	<b>2.1</b>
a	Coordinate End Run Schedule	4.3
b	Review Move Criteria	2.2
c	Assist in Move RFP and Award Move Firms	2.5
d	Assist JEA in negotiating Move Contract terms	1.5
e	Coordinate Move and CM milestones	2.5
f	Punch Move	2.5
g	Closeout Move & FFE contracts	5.5
h	Assist Design and Construction in creating a rolling completion list	2.5
i	Establish and assist in the formal project closeout plan	4.5
j	Project Financial and budget closeout reports	5.5
l	Assist Design & CM in Closeout Documents	2.5
l2	Assist JEA in developing LL Closeout Requirements	2.5
l3	Compile and Confirm LL Design & CM Closeout Documents	3.5
m	Assist with releases, claim review and legal closeout	1.8
n	Coordinate through CM as-built documents	2.5
o	Final Close of Punch	3.4
j2	JEA Requires Quarterly Cash Flow Analysis	2.5
		52.2



## Formal Bid and Award System

Award #6      October 8, 2020

**Type of Award Request:** OEM  
**Requestor Name:** Williamson, Kent C.  
**Requestor Phone:** (904) 665-8383  
**Project Title:** OEM for Trojan UV Disinfection Systems  
**Project Number:** 30131, 30132, 30133, 30134, 30135, 30140, 30142, 30143, 21317002  
**Project Location:** JEA  
**Funds:** O&M & Capital  
**Award Estimate:** N/A

### Scope of Work:

This request is to support continuing operations of the Trojan UV systems at Buckman, Southwest, District II and Mandarin Water Reclamation (WRF) facilities.

**Purchasing Agent:** Kruck, Daniel

**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
TROJAN TECHNOLOGIES INC.	Mike D'Oria	mdoria@trojanuv.com	3020 Gore Rd, London, Ontario, N5V 4T7, Canada	(519) 457- 3400	\$5,541,296.00

**Amount for entire term of Contract/PO:** \$5,541,296.00  
**Award Amount for remainder of this FY:** \$923,772.53  
**Length of Contract/PO Term:** Five (5) Years w/ No Renewal Options  
**Begin Date (mm/dd/yyyy):** 11/21/2020  
**End Date (mm/dd/yyyy):** 11/20/2025  
**Renewal Options:** No Renewal Options  
**JSEB Requirement:** N/A - OEM

### Background/Recommendations:

Trojan is the OEM manufacturer of the equipment for Trojan UV disinfection systems at four (4) of JEA Wastewater Treatment Facilities. UV disinfection provides rapid, effective inactivation of microorganisms through a physical process. When bacteria, viruses and protozoa are exposed to the germicidal wavelengths of UV light, they are rendered incapable of reproducing and infecting. UV light has demonstrated efficacy against pathogenic organisms, including those responsible for cholera, polio, typhoid, hepatitis and other bacterial, viral and parasitic diseases.


JEA and Trojan have agreed to a five (5) year fixed contract for equipment to aggregate spend, stabilize pricing and cost savings, in place of the spot buying by each location. The price list for this agreement is attached as backup. The pricing represents an average of 15% discount off list price, which is nine percent (9%) above the previous OEM contract for these items. List price for the items that JEA purchase has increased approximately six percent (6%) per year. By entering into this agreement JEA, will save \$199,211.80 per year, or \$996,059.00 over the life of the agreement, not including annual adjustments to list price, than if JEA purchased these items as spot buys. The award amount is the amount budgeted for replacement of Trojan equipment based on historical spend.

Request approval to award a five (5) year contract to Trojan Technologies for the purchase of equipment for the Trojan UV disinfection systems in the amount of \$5,541,296.00, subject to the availability of lawfully appropriated funds.

**Director:** Sgambettera, John J. - Mgr Wastewater Treatment and Reuse - South Grid

**GM:** Vu, Hai X. - Interim GM Water Wastewater Systems

**APPROVALS:**

 10/08/2020

**Chairman, Awards Committee** **Date**

 10/8/2020

**Budget Representative** **Date**

***Certification of Standard, Proprietary or  
Original Equipment Manufacturer Item***

**For Purchase Requisition No. \_\_\_\_\_**

**3-112 Procurement of Standard, Proprietary and Original Equipment  
Manufacturer Items.**

A contract may be awarded for Supplies or Services with limited or no competition when the  
Supplies or Services:

- (a) have been selected as a JEA standard in the course of a standards program or through the  
action of a standards committee (standard); or
- (b) must be a certain type, brand, make or manufacture (proprietary); or
- (c) must be obtained from the original equipment manufacturer , manufacturer's  
representative or a distributor authorized by the original equipment manufacturer because  
of the criticality of the item or compatibility within the JEA system (original equipment  
manufacturer).

**Category**

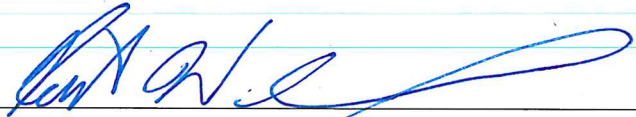
The procurement item is (check the appropriate description):

\_\_\_\_\_ Standard      \_\_\_\_\_ Proprietary X \_\_\_\_\_ Original Equipment Manufacturer

**Certification**

I the undersigned certify that the specific supplies, services or construction described in the above  
referenced purchase requisition are the only such supplies, services or construction that will fulfill the  
intended need for the following reasons:

The Trojan UV Disinfection system utilized at the Wastewater Treatment plants at JEA use proprietary  
parts that cannot be interchanged with parts from other manufactures. Any and all replacement parts must  
utilize Trojan OEM replacement parts and equipment.

  
\_\_\_\_\_  
Signature of appointed employee initiating the purchase request

9/25/20

Date

***This Certification shall be attached the purchase requisition when routed for approval.  
Approval of the purchase requisition shall constitute affirmation of this Certification.***

**Parts Price List  
JEA, FL**

<b>UV4000</b>				
<b>Part Number</b>	<b>Description</b>	<b>Estimated Annual Quantity</b>	<b>2021 List Price</b>	<b>Discounted Price</b>
441143-024	Sleeve 24" (used at Mandarin only)	240	\$ 521.30	\$ 459.92
441143-028	Sleeve 28"	249	\$ 560.17	\$ 462.61
441169-024	Lamp 24"(used at Mandarin only)	72	\$ 600.59	\$ 496.00
441169-028	Lamp 28"	660	\$ 600.59	\$ 496.00
490291	Ballast Kit	140	\$ 1,626.90	\$ 1,366.26
445045	Wiper Seal	1,117	\$ 53.47	\$ 41.95
442645	Hydraulic Cylinder(used at Mandarin only)	12	\$ 1,960.80	\$ 1,753.02
442427	Hydraulic Cylinder	88	\$ 2,274.00	\$ 2,157.38

<b>UV3000PLUS</b>				
<b>Part Number</b>	<b>Description</b>	<b>Estimated Annual Quantity</b>	<b>2021 List Price</b>	<b>Discounted Price</b>
302509	Lamp	108	\$ 323.50	\$ 280.80
316136	Sleeve	15	\$ 128.65	\$ 109.85
316148P	Sleeve Cup Nut(10 pack)	14	\$ 18.13	\$ 17.59
917341-200	Ballast kit	20	\$ 948.80	\$ 770.43
327122	Wiper Seal kit	72	\$ 29.17	\$ 25.45
326411	Hydraulic Cylinder	1	\$ 2,027.59	\$ 1,618.54
912706	Relay Control Board	20	\$ 741.48	\$ 466.33
302839-072	Plug Assembly	20	\$ 172.56	\$ 167.38
914238	Module Control Board(MCB)	20	\$ 270.12	\$ 234.46
316144P	O-ring (10 pack)	24	\$ 1.58	\$ 1.43

<b>Miscellaneous</b>				
<b>Part Number</b>	<b>Description</b>	<b>Estimated Annual Quantity</b>	<b>2021 List Price</b>	<b>Discounted Price</b>
901507	ActiClean	13	\$ 207.72	\$ 162.97

Notes: Pricing based on a five (5) year term effective January 1, 2021 to December 31, 2026. Current contract pricing in effective until December 31, 2020





## Formal Bid and Award System

Award #7      October 8, 2020

**Type of Award Request:** JOINT PROJECT  
**Requestor Name:** Ralph, Mark  
**Requestor Phone:** (904) 665-6454  
**Project Title:** FDOT Edgewood Ave. South Resurfacing from US 17 to Cassat Ave.  
**Project Number:** Capital Index # 182-118W  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$750,000.00

**Scope of Work:**

This is a request to advance funds to the Florida Department of Transportation (FDOT), in accordance with the JEA/FDOT Master Agreement, for the for utility construction costs associated with the FDOT Edgewood Ave. South Resurfacing from US 17 to Cassat Ave project. The project includes roadway surface replacement and improvements. The FDOT Contractor will construct approximately 1800 linear feet (LF) of new 6-inch PVC water main, 200 LF of new 2-inch PVC water main, 17 each 6-inch stub-out water main connections, 8 each 2-inch stub-out water main connections, remove 1800 LF of existing 6-inch asbestos-cement (AC) water main, remove 200 LF of existing 2-inch galvanized (GVS) water main, and install 4 fire hydrants, complete with associated fittings and valves.

**JEA IFB/RFP/State/City/GSA#:** N/A  
**Purchasing Agent:** Kruck, Daniel R.  
**Is this a Ratification?:** YES - \$716,650.00

FDOT required payment by 10/07/2020 in order for JEA's work to be included in the FDOT project.

**RECOMMENDED AWARDEE(S):**

Name	Address	Phone	Amount
FLORIDA DEPT OF TRANSPORTATION	FDOT, c/o Wells Fargo Bank, N.A., 1 Independent Drive, Jacksonville FL 32202	(813) 225-4338	\$716,650.00

**Amount for entire term of Contract/PO:** \$716,650.00  
**Award Amount for remainder of this FY:** \$716,650.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 06/25/2021  
**End Date (mm/dd/yyyy):** Project Completion (Expected:03/30/2022)  
**JSEB Requirement:** N/A - FDOT  
**BIDDER:**

Name	Amount
FLORIDA DEPT OF TRANSPORTATION	\$716,650.00

**Background/Recommendations:**

JEA’s water mains are within the FDOT’s project footprint/right-of-way. This project will replace portions of these pipes within the project limits of the FDOT Edgewood Ave. South Resurfacing from US 17 to Cassat Ave. The design consultant has completed the water main design associated with the roadway project per JEA water and wastewater standards and specifications. The following items are included in the construction bid document:

Water


- Install 1800 LF of 6-inch PVC water main
- Install 200 LF of 2-inch PVC water main
- Install 17 each 6-inch stub-out water main connections
- Install 8 each 2-inch stub-out water main connections
- Install 4 each fire hydrants
- Remove 1800 LF of 6-inch AC water main
- Remove 200 LF of 2-inch GVS water main
- Valve box and meter box adjustments

JEA's utility construction work will be included with FDOT's bid and constructed by FDOT's contractor via the terms of the existing JEA/FDOT Master Agreement. By doing so, roadway restoration costs will be minimized. Per the terms of the master agreement, JEA is to prepay FDOT for the estimated value of the construction work prior to FDOT bidding the project. If after bidding the prepaid amount is more than the construction costs, JEA can request a refund.

Request approval for ratification of payment to Florida Department of Transportation for the FDOT Edgewood Ave. South Resurfacing from US 17 to Cassat Ave project in the amount of \$716,650.00, as per attached FDOT FPID 443517-1-56-01 Work Order Number 2, subject to the availability of lawfully appropriated funds.

**Manager:** Sulayman, Mickhael S. - Mgr W/WW Project Management  
**Director:** Conner, Sean M. – Dir W/WW Project Engineering & Construction  
**GM:** Hai Vu – Interim GM Water Wastewater Systems

**APPROVALS:**

 \_\_\_\_\_ 10/08/2020

**Chairman, Awards Committee** **Date**

 \_\_\_\_\_ 10/8/2020

**Budget Representative** **Date**



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

1109 S. Marion Avenue  
Lake City, FL 32025

KEVIN J. THIBAUT, P.E.  
SECRETARY

Date: 9/10/2020 | 9:46 AM EDT

Mickhael Sulayman  
JEA  
21 West Church Street  
Jacksonville, FL 32202

**RE: Utility Work by Highway Contractor Agreement (at UAO and FDOT Expense)**  
**FPID #443517-1-56-01**  
**Federal No. – D220-106-B**  
**County – Duval**  
**State Road – N/A**  
**Project Location – EDGEWOOD AVE SOUTH FROM SR5(US17) ROOSEVELT TO SR111(CASSAT AVE)**

Dear Mr. Sulayman:

This is your approved **Utility Work Order No.2 /Notice to Proceed** in the amount of **\$716,650.00.00** for the construction work needed by JEA (Water & Sewer) to support the water system upgrade work in accordance with the terms of your Utility Work by Highway Contractor Agreement (at UAO and FDOT Expense).

**NOTE: The Department of Transportation is requesting the deposit of the above required funds by 10/1/2020.**

If there are any questions, please call me at (386) 961-7452

Sincerely,

DocuSigned by:  
*John P. McCarthy*  
7ED472745432473...

John P. McCarthy  
District Utility Administrator

Enclosures

cc: Clint McCraw – Project Management – Email  
Charmaine Small – OOC General Accounting Office – Email  
D2 Estimates – Email  
File – Letter & Agreement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK ORDER CHANGE NO. 2

<b>Financial Project ID: 443517-1-56-01</b>	<b>Federal Project ID: D220-106-B</b>
<b>County: Duval</b>	<b>State Road No.: N/A</b>
<b>District Document No: 1</b>	
<b>Utility Agency/Owner (UAO): JEA Water and Sewer</b>	

A.

<p>1. The Agency is hereby authorized to observe the following changes in the plans and/or specifications to the subject Utility Agreement, and to perform such work accordingly, further described as:</p> <p>2. The items of work covered by this Work Order Change are referenced to an Agreement of record dated _____, and no Supplemental Agreement is required.</p>
--

B.

<p>1. The Utility Relocation Work is to conform to that shown by the utility adjustment plans as:</p> <p>a. <input type="checkbox"/> ATTACHED.</p> <p>b. <input checked="" type="checkbox"/> INCLUDED IN THE HIGHWAY CONTRACT PLANS.</p> <p>2. The cost of this Utility Work is:</p> <p>a. <input checked="" type="checkbox"/> NONREIMBURSABLE</p> <p>b. <input type="checkbox"/> REIMBURSABLE</p> <p>(1) <input type="checkbox"/> Force Account Method</p> <p>(2) <input type="checkbox"/> Lump Sum Method</p> <p>(3) <input type="checkbox"/> Third Party Contract Method</p>
---

C.

ESTIMATED COST OF WORK DUE TO THIS CHANGE:							
ITEM NO.	ITEM	UNIT	UNIT PRICE	WORK ELIMINATED (-)		ADDITIONAL WORK (+)	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
443517-1-32-01	WO 1						\$157,064.47
443517-1-56-01	WO 2						\$716,650.00
Sub-Totals.....							\$873,714.47
Net Cost of Construction Changes, this order.....							\$716,650.00
Cost of Construction Changes, previously ordered.....							\$157,064.47
Net Total Cost Construction Changes to Date.....							\$873,714.47
Contract Amount.....							\$909,514.47
Estimated Cost of Work Authorized to Date.....							\$873,714.47

Recommended: 9/10/2020 | 8:58 AM EDT Approved: 9/10/2020 | 9:46 AM EDT

DocuSigned by: Jodd Hunt Date \_\_\_\_\_  
6B9D6634951247F... District Utility Coordinator

DocuSigned by: John P. McCarthy Date \_\_\_\_\_  
7ED472745432473... District Utility Engineer/Administrator

Approved: \_\_\_\_\_ Date \_\_\_\_\_  
Division Administrator  
Federal Highway Administration

Typed Name

Typed Name

Typed Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**AGREEMENT SUMMARY SHEET**

**Attach this completed form to the agreement and forward to the LFA Section in the OOC, General Accounting Office, M.S. 42B. If you have any questions, please call 850-414-4867 or 850-414-4889.**

1. Participants Name: JEA Water and Sewer  
 Participants Address: 21 West Church St, T4  
 City, State, Zip: Jacksonville, Florida 32202  
 Contact: Mickhael Sulayman Phone Number: 904-665-8713  
 E-Mail Address: sulams@jea.com Fax Number: 904-665-7372  
 Federal Employer ID # and address sequence: F592983007 004  
 FEID# has a verified W-9 registered with the Department of Financial Services: Yes No In Process

2. Refund Address: JEA Payment Processing CC-3 21 West Church St  
Jacksonville, Florida 32202

3. District Contact Person: John P. McCarthy Phone Number: 386-961-7452  
 District Number: 2 - Lake City Fax Number: 386-758-3736

4. Agreement Date: 12/7/2000 5. Date Form Modified: 8/14/2020

6. Agreement Amount: 873,714.47 7. Escrow Deposit Due Date: 10/1/2020  
 Amount Due: \$ 716,650.00 Additional Deposit Due Date: \_\_\_\_\_  
 Amount Due: \$ \_\_\_\_\_ Additional Deposit Due Date: \_\_\_\_\_  
 Amount Due: \$ \_\_\_\_\_

8. County Name: DUVAL 9. FDOT County Number: 72

10. If fund type is LFR/LFRF (Yes No), what is the anticipated start date of the payback: \_\_\_\_\_

Is payback to be made in: Scheduled Payments Quarterly Lump Sum

11. Participant is responsible for (check one): 100% Other Percentage ( \_\_\_\_\_ %)  
 Bid Items Lump Sum

If participant is responsible for bid items, please complete the attached spreadsheet.

12. Description of work: Construction work for JEA Water services

13. Financial Project # Including 6x Phases	14. Amount	15. Work Program Fund Code	16. Federal Part or Non-Federal Part.	17. Contract #	18. % to Bill
44351713201	157,064.47	LF	1	N/A	100
44351715601	716,650.00	LF	1	N/A	100

19. Has WP been updated to reflect the changes on this form? Yes No

20. Comments: Construction cost per estimate

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT**  
 (AT UAO AND FDOT EXPENSE COMBINED)

THIS AGREEMENT, entered into this 14<sup>th</sup> day of December, year of 2010 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT", and TEA, hereinafter referred to as the "UAO";

WITNESSETH:

WHEREAS, the UAO owns, or may in the future own, certain utility facilities which are or may in the future be located on any public roads or publicly owned rail corridors, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, the FDOT, engages in projects which involve constructing, reconstructing, or otherwise changing public roads and other improvements located on public roads or publicly owned rail corridors, hereinafter referred to as either the "Project" or "Projects"; and

WHEREAS, the Projects may require the location (vertically and/or horizontally), protection, relocation, adjustment, or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the UAO, in accordance with and subject to the limitations of the terms and conditions of this Agreement, may be entitled to be reimbursed for some of the Utility Work and may, under the law of the State of Florida, be obligated to perform other Utility Work at the UAO's sole cost and expense; and

WHEREAS, the FDOT and the UAO have authority to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the FDOT's contractor as part of the construction of the Projects; and

WHEREAS, the FDOT and the UAO desire to enter into a master agreement which establishes the terms and conditions under which the Utility Work, both for Utility Work to be reimbursed and for Utility Work to be performed at the sole cost and expense of the UAO, will be performed by the FDOT's highway contractor for any particular project and eliminates the need for an individual agreement on each Project;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the UAO hereby agree as follows:

**1. Implementing Projects**

In the event that the FDOT determines that Utility Work may be necessary for any Project, the following procedure shall apply to implementing the arrangement to have the Utility Work performed by FDOT's highway contractor for that Project, provided that the UAO and the FDOT may mutually agree to combine or eliminate all or any portion of this procedure on any Project:

a. First Contact.

- (1) The FDOT shall send a written notice to the UAO specifying the applicable Project, offering to implement a joint arrangement for the project, providing the FDOT's then current plans for the Project, specifying the current percentages for the Allowances as defined in Subparagraph 3. d. that the FDOT requires at that time, and specifying the return date by which the UAO must comply with Subparagraphs 1.a.(2), (3) and (4).
- (2) The UAO shall, by the date specified by the FDOT in the written notice, respond in writing to the FDOT's offer to implement a joint arrangement, stating whether the UAO desires to implement a joint arrangement or not for the particular Project, specifying what Facilities the UAO does not want to include in the joint arrangement, specifying what inspection and testing activities the UAO desires to have the FDOT perform under Subparagraph 2.e., and specifying the desired method of deposit for funds paid by the UAO under Subparagraph 3.e. Deposits of less than \$100,000.00 must be pre-approved by the FDOT Comptroller's Office.

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- (3) In the event that the **UAO** timely indicates that it desires to implement a joint arrangement, the **UAO**, shall also return a copy of the **FDOT's** plans on which the location of the existing Facilities is marked or verified to **FDOT's** satisfaction. The **UAO** shall also mark which of the Facilities the **UAO** believes are reimbursable under this Agreement.
  - (4) If the **UAO** believes that the Utility Work is reimbursable under this Agreement, the **UAO** shall, by the date specified by the **FDOT** in the written notice, also return documentation of the basis for entitlement to reimbursement under the provisions of this Agreement, and a preliminary estimate of the cost for the Utility Work. Failure to timely return such documentation shall make the Utility Work not reimbursable.
  - (5) After receipt of the documents required by Subparagraphs 1. a. (2), (3) and (4), the **FDOT** shall send a notice to the **UAO** confirming the implementation of the joint arrangement, and confirming the **FDOT** acceptance of the items specified by the **UAO** under Subparagraph 1.a.(2) above.
  - (6) If the **UAO** fails to respond timely as required above or declines to implement a joint arrangement for the Project, or if the **FDOT** does not accept the items specified by the **UAO** specified under Subparagraph 1.a.(2), this Agreement shall no longer apply to the Utility Work for that Project and the Utility Work for that Project shall be performed under a separate arrangement.
- b. Second Contact.
- (1) After confirmation of the implementation by the **FDOT** pursuant to Subparagraph 1.a.(5) above, the **FDOT** shall, at the appropriate time, send a notice to the **UAO**, along with an updated set of plans for the Project, specifying the time and place of a mandatory utility meeting.
  - (2) A representative of the **UAO** familiar with the Project and the Facilities shall attend the meeting and be prepared to discuss the Project and the design for the Utility Work. The representative shall bring to the meeting a copy of the **FDOT's** updated plans marked with any existing Facilities not accurately shown thereon and marked with a preliminary Utility Work design concept.
- c. Third Contact.
- (1) After the mandatory utility meeting, the **FDOT** shall, at the appropriate time, send the **UAO**:
    - (a) Additional updated **FDOT** plans for the Project;
    - (b) The **FDOT's** then current Utility Work Schedule form (said schedule to be used in the case of a bid rejection);
    - (c) If the Utility Work is reimbursable, the **FDOT's** then current utility estimate summary form;
    - (d) If not previously provided, a notice verifying eligibility for reimbursement or verifying that the Utility Work is not reimbursable;
    - (e) A notice specifying the return date by which the **UAO** must comply with Subparagraph 1.c.(2);
    - (f) A notice specifying whether a utility permit will be required for the Utility Work;
    - (g) A notice verifying the version of the Utility Accommodation Manual that will apply to the Utility Work;
    - (h) A notice verifying the stages for the Plans Package review under Subparagraph 1.c.7.;
    - (i) The current form of Memorandum of Agreement for deposit of funds referred to in Subparagraph 3.e.;
    - (j) The instruction form then being used by the **FDOT** for providing direction in following this process; and
    - (k) Such other information the **FDOT** deems pertinent.
  - (2) Within the time frame specified in this third contact notice, the **UAO** shall return to the **FDOT** a final engineering design, plans, technical special provisions, a cost estimate, and a contingency Utility Work Schedule (said contingency schedule to be used in the case of a bid rejection) for the Utility



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Work (hereinafter referred to as the "Plans Package"). The cost estimate which is part of the Plans Package shall be separated into an amount for the Facilities which are reimbursable and those which are not.

- (3) The Plans Package shall be in the same format as the FDOT's contract documents for the Project and shall be suitable for reproduction.
- (4) Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and shall include a traffic control plan.
- (5) The Plans Package shall be prepared in compliance with the FDOT's Utility Accommodation Manual and the FDOT's Plans Preparation Manual in effect at the time the Plans Package is prepared, and the FDOT's contract documents for the Project. If the FDOT's Plans Preparation Manual has been updated and conflicts with the Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.
- (6) The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the FDOT's guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the FDOT's Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental Specifications of the FDOT for the Project.
- (7) UAO shall provide a copy of the proposed Plans Package to the FDOT, and to such other right of way users as designated by the FDOT, for review at the following stages identified in the notices from the FDOT referenced above. Prior to submission of the proposed Plans Package for review at these stages, the UAO shall send the FDOT a work progress schedule explaining how the UAO will meet the FDOT's production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph 1.c.(2) above.
- (8) In the event that the FDOT finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph 1.c.(7) above, the FDOT will notify the UAO in writing of the deficiencies and the UAO will correct the deficiencies and return corrected documents within the time stated in the notice. The FDOT's review and approval of the documents shall not relieve the UAO from responsibility for subsequently discovered errors or omissions.
- (9) The FDOT shall furnish the UAO such information from the FDOT's files as requested by the UAO; however, the UAO shall at all times be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the FDOT shall not relieve the UAO of this obligation nor transfer any of that responsibility to the FDOT.
- (10) The Facilities and the Utility Work will include all utility facilities of the UAO which are located within the limits of the Project, except as specifically indicated and agreed to by the parties in the notices referenced above. These exceptions shall be handled by separate arrangement.
- (11) The UAO shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the FDOT.

2. Performance of Utility Work

- a. The FDOT shall incorporate the Plans Package into its contract for construction of the Project.
- b. The FDOT shall procure a contract for construction of the Project in accordance with the FDOT's requirements.

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- c. If the portion of the bid of the contractor selected by the FDOT which is for performance of the portion of the Utility Work which is not reimbursable exceeds the FDOT's official estimate for that portion of the Utility Work by more than ten percent (10%) and the FDOT does not elect to participate in the cost of that portion of the Utility Work pursuant to Section 337.403(1)(b), Florida Statutes, the UAO may elect to have the Utility Work removed from the FDOT's contract by notifying the FDOT in writing within 5 days from the date that the UAO is notified of the bid amount. Unless this election is made, the Utility Work shall be performed as part of the Project by the FDOT's contractor.
- d. If the UAO elects to remove the Utility Work from the FDOT's contract in accordance with Subparagraph 2. c., the UAO shall perform the Utility Work separately pursuant to the terms and conditions of the FDOT's standard relocation agreement, the terms and conditions of which are incorporated herein for that purpose by this reference, and in accordance with the contingency relocation schedule which is a part of the Plans Package. The UAO shall proceed immediately with the Utility Work so as to cause no delay to the FDOT or the FDOT's contractor in constructing the Project.
- e. The UAO shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package, except for the activities identified in the notices sent pursuant to Paragraph 1. to be performed by, or on behalf of the FDOT and will furnish the FDOT with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by FDOT procedures.
- f. Except for the inspection, testing, monitoring and reporting to be performed by the UAO in accordance with Subparagraph 2. e., the FDOT will perform all contract administration for its construction contract.
- g. The UAO shall fully cooperate with the FDOT and the FDOT's contractor in all matters relating to the performance of the Utility Work.
- h. The FDOT's engineer has full authority over the Project and the UAO shall be responsible for coordinating and cooperating with the FDOT's engineer. In so doing, the UAO shall make such adjustments and changes in the Plans Package as the FDOT's engineer shall determine are necessary for the prosecution of the Project.
- i. The UAO shall not make any changes to the Plans Package after the date on which the FDOT's contract documents are mailed to Tallahassee for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the FDOT's contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the FDOT.

**3. Cost of Utility Work**

- a. The Utility Work will be reimbursable under this Agreement when the Project is federal aid eligible pursuant to the provisions of Section 337.403(1)(a), Florida Statutes, when a written agreement incidental to a right-of-way acquisition process requires the FDOT to compensate the UAO for the costs of any subsequent relocation of the Facilities, or when the UAO holds a compensable land interest under Florida condemnation law in the existing location of the Facilities at the time of the Project. In any other circumstances, the Utility Work will be performed at the sole cost and expense of the UAO. Failure of the UAO to timely provide documentation of the basis for reimbursement as required by Subparagraph 1.a.(3) of this Agreement shall make the Utility Work not reimbursable.
- b. The UAO shall be responsible for all costs of the portion of Utility Work that is not reimbursable which the FDOT does not elect to participate in under Section 337.403(1)(b), Florida Statutes and all costs associated with any adjustments or changes to the Utility Work determined by the FDOT's engineer to be necessary, including, but

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not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the FDOT. The UAO shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the UAO pursuant to Subparagraph 4.a.

- c. At such time as the FDOT prepares its official estimate, the FDOT shall notify the UAO of the amount of the official estimate for the Utility Work. Upon being notified of the official estimate, the UAO shall have five (5) working days within which to accept the official estimate for purposes of making deposits and for determining any possible contribution on the part of the FDOT to the cost of the Utility Work, or to elect to have the Utility Work removed from the FDOT's contract and performed separately pursuant to the terms and conditions set forth in Subparagraph 2. d. hereof.
- d. At least thirty (30) calendar days prior to the date on which the FDOT advertises the Project for bids, the UAO will pay to the FDOT an amount equal to the portion of the FDOT's official estimate which is not reimbursable; plus the percentages established by the notice given under Subparagraph 1.a.(1) for mobilization of equipment for the Utility Work, additional maintenance of traffic costs for the Utility Work, and for administrative costs of field work, tabulation of quantities, Final Estimate processing and Project accounting (said three amounts for mobilization, maintenance of traffic and administrative costs to be hereinafter collectively referred to as the "Allowances"); plus 10% of the official estimate for a contingency fund to be used as hereinafter provided for changes to the Utility Work during the construction of the Project (the "Contingency Fund").
- e. Payment of the funds pursuant to this paragraph will be made directly to the FDOT for deposit into the State Transportation Trust Fund or as provided in the Memorandum of Agreement between UAO, FDOT and the State of Florida, Department of Insurance, Division of Treasury as specified in the notices provided pursuant to Paragraph 1.
- f. If the portion of the contractor's bid selected by the FDOT for performance of the Utility Work which is not reimbursable exceeds the amount of the deposit made pursuant to Subparagraph c. above, then subject to and in accordance with the limitations and conditions established by Subparagraph 2. c. hereof regarding FDOT participation in the cost of the Utility Work and the UAO's election to remove the Utility Work from the Project, the UAO shall, within fourteen (14) calendar days from notification from the FDOT or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the FDOT to bring the total amount paid to the total obligation of the UAO for the cost of the Utility Work which is not reimbursable, plus Allowances and 10% Contingency Fund. The FDOT will notify the UAO as soon as it becomes apparent the accepted bid amount plus allowances and contingency is in excess of the advance deposit amount; however, failure of the FDOT to so notify the UAO shall not relieve the UAO from its obligation to pay for its full share of project costs on final accounting as provided herein below. In the event that the UAO is obligated under this Subparagraph 3.f. to pay an additional amount and the additional amount that the UAO is obligated to pay does not exceed the Contingency Fund already on deposit, the UAO shall have sixty (60) calendar days from notification from the FDOT to pay the additional amount, regardless of when the accepted bid is posted.
- g. If the accepted bid amount plus allowances and contingency for the non-reimbursable Utility Work is less than the advance deposit amount, the FDOT will refund the amount that the advance deposit exceeds the bid amount plus allowances and contingency if such refund is requested by the UAO in writing and approved by the Comptroller of the FDOT or his designee.
- h. Should contract modifications occur that increase the UAO's share of total project costs, the UAO will be notified by the FDOT accordingly. The UAO agrees to provide, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the FDOT is sufficient to fully fund its share of the project costs. The FDOT shall notify the UAO as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the FDOT to so notify the UAO shall not relieve the UAO from its obligation to pay for its full share of project costs on final accounting as provided herein below.
- i. The FDOT may use the funds paid by the UAO for payment of the cost of the non-reimbursable Utility Work. The Contingency Fund may be used for increases in the cost of the non-reimbursable Utility Work which occur

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because of quantity overruns or because of adjustments or changes in the Utility Work made pursuant to Subparagraph 2. h. Prior to using any of the Contingency Fund, the FDOT will obtain the written concurrence of the person delegated that responsibility by written notice from the UAO. The delegatee shall respond immediately to all requests for written concurrence. If the delegatee refuses to provide written concurrence promptly and the FDOT determines that the work is necessary, the FDOT may proceed to perform the work and recover the cost thereof pursuant to the provisions of Section 337.403(3), Florida Statutes. In the event that the Contingency Fund is depleted, the UAO shall, within fourteen (14) calendar days from notification from the FDOT, pay to the FDOT an additional 10% of the total obligation of the UAO for the cost of the Utility Work established under Subparagraph 3. f. for future use as the Contingency Fund.

- j. Upon final payment to the Contractor, the FDOT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the UAO for a period of three (3) years after final close out of the Project. The UAO will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the FDOT to the UAO in accordance with Section 215.422, Florida Statutes. In the event said final accounting of total project costs is greater than the total deposits to date, the UAO will pay the additional amount within forty (40) calendar days from the date of the invoice. The UAO agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any invoice not paid within the time specified in the preceding sentence until the invoice is paid.

**4. Claims Against UAO**

- a. The UAO shall be responsible for all costs incurred as a result of any delay to the FDOT or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the UAO to properly perform its obligations under this Agreement in a timely manner.
- b. In the event the FDOT's contractor provides a notice of intent to make a claim against the FDOT relating to the Utility Work, the FDOT will notify the UAO of the notice of intent and the UAO will thereafter keep and maintain daily field reports and all other records relating to the intended claim.
- c. In the event the FDOT's contractor makes any claim against the FDOT relating to the Utility Work, the FDOT will notify the UAO of the claim and the UAO will cooperate with the FDOT in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the UAO and the FDOT's contractor shall be in writing, shall be subject to written FDOT concurrence, and shall specify the extent to which it resolves the claim against the FDOT.
- d. The FDOT may withhold payment of surplus funds to the UAO until final resolution (including any actual payment required) of all claims relating to the Utility Work. The right to withhold shall be limited to actual claim payments made by the FDOT to the FDOT's contractor.

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No Facilities shall be left in place on FDOT's Right of Way after the Facilities are no longer active (hereinafter "Placed out of service/Deactivated") unless specifically identified as such in the Plans. The following terms and conditions shall apply to Facilities Placed out of service/Deactivated, but only to said Facilities Placed out of service/Deactivated:

- a. The UAO acknowledges its present and continuing ownership of and responsibility for Facilities Placed out of service/Deactivated.
- b. The FDOT agrees to allow the UAO to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by the UAO. In the event of a breach of this Agreement by the UAO, the Facilities shall be removed upon demand from the FDOT in accordance with the provisions of Subparagraph 5. e. below.
- c. The UAO shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the UAO to use due care in its dealings with others. The UAO shall be solely responsible for gathering all information necessary to meet these obligations.
- d. The UAO shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly respond to information requests concerning the Facilities that are Placed out of service/Deactivated of the FDOT or other permittees using or seeking use of the right of way.
- e. The UAO shall remove the Facilities upon 30 days prior written request of the FDOT in the event that the FDOT determines that removal is necessary for FDOT use of the right of way or in the event that the FDOT determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. In the event that the Facilities that are Placed out of Service/Deactivated would not have qualified for reimbursement under this Agreement, removal shall be at the sole cost and expense of the UAO and without any right of the UAO to object or make any claim of any nature whatsoever with regard thereto. In the event that the Facilities that are Placed out of service/Deactivated would have qualified for reimbursement only under Section 337.403 (1)(a), Florida Statutes, removal shall be at the sole cost and expense of the UAO and without any right of the UAO to object or make any claim of any nature whatsoever with regard thereto because such a removal would be considered to be a separate future relocation not necessitated by the construction of the project pursuant to which they were Placed out of service/Deactivated, and would therefore not be eligible and approved for reimbursement by the Federal Government. In the event that the Facilities that are Placed out of service/Deactivated would have qualified for reimbursement for other reasons, removal of the out of service Facilities shall be reimbursed by the FDOT as though the Facilities had not been Placed out of service/Deactivated. Removal shall be completed within the time specified in the FDOT's notice to remove. In the event that the UAO fails to perform the removal properly within the specified time, the FDOT may proceed to perform the removal at the UAO's expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.
- f. Except as otherwise provided in Subparagraph e. above, the UAO agrees that the Facilities shall forever remain the legal and financial responsibility of the UAO. The UAO shall reimburse the FDOT for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in the Facilities or the discharge of hazardous substances or materials from the Facilities. Nothing in this paragraph shall be interpreted to require the UAO to indemnify the FDOT for the FDOT's own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the UAO.

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- a. In the event that the UAO breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the FDOT may exercise one or more of the following options, provided that at no time shall the FDOT be entitled to receive double recovery of damages:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from FDOT.
  - (2) Pursue a claim for damages suffered by the FDOT.
  - (3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by FDOT to third parties.
  - (4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the FDOT or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by FDOT to third parties.
  - (5) Suspend the issuance of further permits to the UAO for the placement of Facilities on FDOT property if the breach is material and has not been cured within 60 days from written notice thereof from FDOT until such time as the breach is cured.
  - (6) Pursue any other remedies legally available.
  - (7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the FDOT breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the UAO may exercise one or more of the following options:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the UAO.
  - (2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the UAO may have for failure to pay invoices.
  - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

**7. Indemnification****FOR GOVERNMENT-OWNED UTILITIES,**

To the extent provided by law, the UAO shall indemnify, defend, and hold harmless the FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the UAO, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which FDOT or said parties may be subject, except that neither the UAO, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the FDOT or any of its officers, agents, or employees during the performance of this Agreement. When the FDOT receives a notice of claim for damages that may have been caused by the UAO in the performance of services required under this Agreement, the FDOT will immediately forward the claim to the UAO. The UAO and the FDOT will evaluate the claim and report their findings to each other within fourteen (14) working

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days and will jointly discuss options in defending the claim. After reviewing the claim, the FDOT will determine whether to require the participation of the UAO in the defense of the claim or to require the UAO to defend the FDOT in such claim as described in this section. The FDOT's failure to notify the UAO of a claim shall not release the UAO from any of the requirements of this section. The FDOT and the UAO will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

**FOR NON-GOVERNMENT-OWNED UTILITIES,**

The UAO shall indemnify, defend, and hold harmless the FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the UAO, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which FDOT or said parties may be subject, except that neither the UAO, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the FDOT or any of its officers, agents, or employees during the performance of this Agreement.

The UAO's obligation to indemnify, defend, and pay for the defense or at the FDOT's option, to participate and associate with the FDOT in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the UAO of the FDOT's notice of claim for indemnification to the UAO. The notice of claim for indemnification shall be served by certified mail. The UAO's obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the UAO's inability to evaluate liability or because the UAO evaluates liability and determines the UAO is not liable or determines the FDOT is solely negligent. Only a final adjudication or judgment finding the FDOT solely negligent shall excuse performance of this provision by the UAO. The UAO shall pay all costs and fees related to this obligation and its enforcement by the FDOT. The FDOT's delay in notifying the UAO of a claim shall not release UAO of the above duty to defend.

**8. Force Majeure**

Neither the UAO nor the FDOT shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

**9. Miscellaneous**

- a. If the Utility Work is reimbursable under this Agreement, the UAO shall fully comply with the provisions of Title VI of the Civil Rights Act of 1964 and any subsequent revisions thereto in connection with the Utility Work covered by this Agreement, and such compliance will be governed by one of the following methods as determined at the time of the issuance of the work order:
- (1) The UAO will perform all or part of such Utility Work by a contractor paid under a contract let by the UAO, and the Appendix "A" of Assurances transmitted with the issued work order will be included in said contract let by the UAO.
  - (2) The UAO will perform all of its Utility Work entirely with UAO's forces, and Appendix "A" of Assurances is not required.
  - (3) The Utility Work involved is agreed to by way of just compensation for the taking of the UAO's facilities on right-of-way in which the UAO holds a compensable interest, and Appendix "A" of Assurances is not required.
  - (4) The UAO will perform all such Utility Work entirely by continuing contract, which contract to perform all future Utility Work was executed with the UAO's contractor prior to August 3, 1965, and Appendix



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT**  
(AT UAO AND FDOT EXPENSE COMBINED)

"A" of Assurances is not required.

- b. The Facilities shall at all times remain the property of and be properly protected and maintained by the UAO in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.
- c. Pursuant to Section 287.058, Florida Statutes, the FDOT may unilaterally cancel this Agreement for refusal by the UAO to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the UAO in conjunction with this Agreement.
- d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the FDOT has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the UAO and the FDOT may have entered into joint agreements for Utility Work to be performed by FDOT's highway contractor. To the extent that such a joint agreement exists, this Agreement shall not apply to Facilities covered by the joint agreement. Copies of FDOT manuals, policies, and procedures will be provided to the UAO upon request.
- e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- f. Time is of essence in the performance of all obligations under this Agreement.
- g. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The UAO shall have a continuing obligation to notify each District of the FDOT of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the UAO:	Mr. Herschel Barrington Distribution Engineering JEA 21 West Church Street - T4 Jacksonville, Florida 32202-3139	_____ _____ _____
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If to the FDOT:

\_\_\_\_\_  
Florida Department of Transportation  
605 Suwannee Street, MS 32  
Tallahassee, Florida 32399-0405

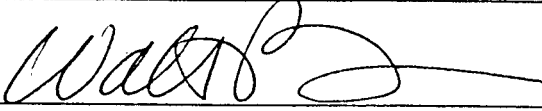
**10. Certification**

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes To Form Document."

UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT  
(AT UAO AND FDOT EXPENSE COMBINED)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: JEA

BY: (Signature) 

DATE: 11/14/07

(Typed Name: WALTER P. BUSSETT, MANAGING DIRECTOR)

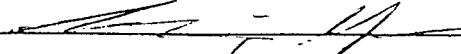
(Typed Title: \_\_\_\_\_)

Recommend Approval by the State Utility Engineer

BY: (Signature) 

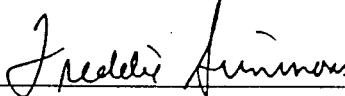
DATE: 12/7/2000

FDOT Legal review

BY: (Signature)   
District Counsel

DATE: 11-30-00

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: (Signature) 

DATE: 12/5/00

(Typed Name: Freddie Simmons)

(Typed Title: State Highway Engineer)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

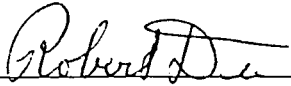
BY: \_\_\_\_\_

DATE: \_\_\_\_\_

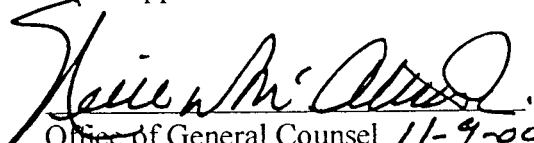
(Typed Name: \_\_\_\_\_)

(Typed Title: \_\_\_\_\_)

I hereby certify that the expenditure contemplated by the foregoing contract has been duly authorized, and provision has been made for the payment of the monies provided therein to be paid.

  
\_\_\_\_\_  
Robert Dix  
Controller  
JEA

Form Approved:

  
Office of General Counsel 11-9-00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT**  
(AT UAO AND FDOT EXPENSE COMBINED)

The following changes are hereby made to the Utility Work by Highway Contractor Master Agreement (at UAO and FDOT Expense Combined) between the **State of Florida Department of Transportation** (the “**FDOT**”) and JEA (the “**UAO**”) dated the 7<sup>th</sup> day of December, 2000:

1. The words “and/or **FDOT** design consultant” are added after the word “contractor” in the following locations:

- a. The fifth premises clause;
- b. The sixth premises clause; and
- c. The introductory sentence of paragraph 1.

2. The following sentence is added at the end of subparagraph 1.a.(1):

“If desired by **FDOT**, the notice shall also offer to have the **FDOT** design consultant prepare the Plans Package for the Project.”

3. The following sentence is added at the end of subparagraph 1.a.(2):

“The **UAO** shall also respond to **FDOT**’s offer, if any, to have the **FDOT** design consultant prepare the Plans Package for the Project. If no such offer has been made by **FDOT** and the **UAO** desires to have the **FDOT** design consultant prepare the Plans Package for the Project, the **UAO** shall make such a request in the response.”

4. The words “if the Plans Package will be prepared by the **UAO**,” are added after the word “thereon” in the last line of subparagraph 1.b.(2).

5. The words “if applicable” are added in the following locations:

- a. At the end of subparagraphs 1.c.(1)(e), 1.c.(1)(h);
- b. At the end of the last sentence of subparagraph 2.h.
- c. At the beginning of subparagraph 2.I.
- d. After the work “Package” in the fourth line of subparagraph 3.b.
- e. After the parenthetical phrase in the second line of subparagraph 4.a.

6. The words “if applicable, and” are added after the word “provisions” in the second line of subparagraph 1.c.(2).

7. The following new subparagraph 1.d. is added prior to paragraph 2:

“d. Alternative Design Procedure

If, pursuant to the provisions of subparagraph 1.a., the Plans Package will be prepared by the **FDOT** design consultant, the provisions of subparagraph 1.c.(2) regarding preparation of the Plans Package by the **UAO** shall not apply and the following provisions shall govern the preparation of the Plans Package in lieu

thereof:

- (1) **FDOT's** design consultant shall prepare final engineering design, plans, other necessary related design documents, and cost estimate for the Utility Work as more specifically described in **FDOT's** Supplemental Agreement to **FDOT's** design services contract.
- (2) The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project.
- (3) The Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and maintenance of traffic.
- (4) The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Plans Preparation Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Plans Preparation Manual is updated and conflicts with the **FDOT's** Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.
- (5) The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the **FDOT's** guidelines on preparation of technical special provisions.
- (6) The **FDOT** design consultant shall provide a copy of the proposed Plans Package to the **UAO**, for review at the stages that they are provided to **FDOT**. **UAO** shall review the Plans Package to see that it complies with the requirements of this Agreement.
- (7) In the event that the **UAO** finds any deficiencies in the Plans Package during the reviews performed pursuant to subparagraph f. above, the **UAO** will notify the **FDOT** in writing of the deficiencies within the time specified in the plans review transmittal.
- (8) The **UAO** shall furnish the **FDOT** such information from the **UAO** files as requested by the **FDOT**.
- (9) The Facilities and the Utility Design will include all utility facilities of the **UAO** which are located within the limits of the Project, except as may be specified in the communications pursuant to subparagraph 1.a.
- (10) If the Utility Work is reimbursable, **FDOT** shall pay the cost for the preparation of the Plans Package.
- (11) If the Utility Work is not reimbursable, the Plans Package shall be prepared at the sole cost and expense of the **UAO**. The **UAO** agrees that it will, at least fifteen (15) days prior to the **FDOT** issuing the Supplemental Agreement to its design consultant, furnish the **FDOT** an advance deposit of the amount of the Supplemental



Agreement for the payment for preparation of the Plans Package. It is understood that the **FDOT's** design consultant shall not begin any work on the Plans Package until the **FDOT** has received the above payment and that if such payment is not timely received, the Plans Package will not be prepared by the **FDOT's** design consultant. The **FDOT** shall utilize this deposit for the payment of Utility Design. Both parties further agree that the costs incurred in connection with the work as referenced in subparagraph 3.j. shall include the cost of preparation of the Plans Package. No work in excess of the advance deposit shall be done. In the event that it is subsequently determined that work in addition to that described in the Supplemental Agreement is necessary in order to properly complete the preparation of the Plans Package, the **UAO** shall make an additional deposit in the amount necessary to issue a subsequent Supplemental Agreement for the additional work. The payment of funds under this paragraph will be made directly to the **FDOT** for deposit into the State Transportation Trust Fund unless the **UAO** requests in the communications under subparagraph 1.a. that they be deposited in escrow with the Department of Financial services as provided in the standard Memorandum of Agreement between the **UAO**, the **FDOT** and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than \$100,000.00 must be pre-approved by the **FDOT** Comptroller's Office.

(12) It is specifically understood and agreed that if post-design services are needed in connection with the performance of the Utility Work, and if the Utility Work is not reimbursable, the **UAO** shall make an additional deposit in the amount that **FDOT** will pay the **FDOT** design consultant for the payment of said post-design services. The **FDOT** will notify the **UAO** no later than 60 days prior to the date of deposit of the amount of the deposit and the date for the deposit. Said amount will be deposited into the State Transportation Trust Fund. The **FDOT** and the **UAO** acknowledge and agree that the amount stated above will include an additional ten percent (10%) to cover the **UAO's** obligation for the cost of the post-design services as set forth in Section 337.403(1)(b) of the Florida Statutes. The amount of the deposit shall constitute a maximum limiting amount. In the event that the **UAO** fails to timely make the deposit for post-design services, all post-design services for the Utility Design shall be performed by the **UAO** at the **UAO's** sole cost and expense, and at a time and in a manner that does not cause delay to the Project. Both parties further agree that the costs incurred in connection with the work as referenced in subparagraph 3.j. shall include the cost of post-design services hereunder."

8. The words "under Florida condemnation law" are removed from the first sentence of subparagraph 3.a. and the following sentence is added at the end of that subparagraph:

"As used herein, the words "compensable land interest" shall mean any interest in property, the taking of which is subject to the payment of compensation under the Constitution of the United States of America or under the Florida Constitution, but only to the extent of the compensability under the terms and conditions of the document creating the interest, and provided that nothing herein shall be interpreted to modify, alter, amend, or override the specific terms and conditions of said document."

**ATTEST:**

By: Cindy Ikerd  
Print Name: Cindy Ikerd  
Title: Admin. Asst.  
Date: 4/14/11

**DEPARTMENT:**

By: Brian Blanchard 04-14-11  
Printed Name: Brian Blanchard  
Title: Chief Engineer  
Date: 4/14/11

**Legal Review:**

By: Roger Wood  
Office of the General Counsel

**ATTEST:**

By: Heather Burnett  
Print Name: Heather Burnett  
Title: manager  
Date: 4/5/11

**UAO:**

By: John P. McCarthy  
Printed Name: John P. McCarthy, Director  
JEA Procurement Services  
Chief Procurement Officer  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Legal Review:**

By: \_\_\_\_\_  
Counsel for UAO

Reviewed by  
Purchasing Contracts  
Specialist

HCB



# Exhibit “A”

## Scope of Work

**FPID: 443517-1-56-01:** The costs within this Agreement reflects JEA W-S utility work for construction of a water main and appurtenances during construction by the FDOT Contractor through a Utility Work by Highway Contractor Agreement on Edgewood Avenue South from SR 15 (US 17) Roosevelt to SR 111 (Casset Ave).

**Florida Department of Transportation  
Office of the Comptroller  
Wire and ACH Instructions**



**Wire and ACH Instructions for Local Funds Being Deposited into the Treasury Cash  
Deposit Trust Fund K 11-78 with Department of Financial Services**

**Please wire or ACH funds to:**  
Department of Financial Services  
c/o Wells Fargo Bank, N.A.  
1 Independent Drive  
Jacksonville, Florida 32202  
Phone: (813) 225-4338

**ESCROW WIRING and ACH INSTRUCTIONS**

Wells Fargo Bank, N.A.  
Account # 4834783896  
ABA # 121000248  
Chief Financial Officer of Florida  
Re: DOT – K 11-78, Financial project #

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

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Once the wire transfer is complete, please contact Charmaine Small at 850-414-4885 with the following information:

Financial Project Number, Dollar amount of transfer, Name of Participant

It is critical that the above information be provided to the LFA accountants to properly process the deposit.

**SUBSTITUTE FORM W9:** The Department of Financial Services now requires all entities who receive payments from the State of Florida to have a Substitute Form W-9 on file. All cash disbursements (return of cash collateral or earned income) will be subject to this requirement. The Substitute Form W-9 can be completed online through the State of Florida Vendor Portal Website (<https://flvendor.myfloridacfo.com/>).



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS**  
 (Appendix A of Assurances)

710-010-08  
 UTILITIES  
 OGC-04/17

<b>Financial Project ID: 443517-1-56-01</b>	<b>Federal Project ID: D220-106-B</b>
<b>County: Duval</b>	<b>State Road No.: N/A</b>
<b>District Document No: 1</b>	
<b>Utility Agency/Owner (UAO): JEA Water and Sewer</b>	

During the performance of this Agreement, the **Utility Agency Owner (UAO)**, for itself, its assignees and successors in interest (**hereinafter referred to as the UAO**), agrees as follows:

(1) **Compliance with Regulations:** The **UAO** will comply with the Regulations of the **FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT)** relative to nondiscrimination in Federally-assisted programs of the **DEPARTMENT** (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The **UAO**, with regard to the work performed by it after award and prior to completion of the **UAO** work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurement of materials or leases of equipment. The **UAO** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the **UAO** for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the **UAO** of the **UAO's** obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **"Buy America" Requirements:** The **UAO** will use domestic steel and/or iron products incorporated into the finished work in compliance with the Buy America provisions of 23 CFR 635.410 as amended. As used in this provision, "steel and/or iron products" means manufactured products that are predominately steel and/or iron products and that are not otherwise exempt from Buy America requirements pursuant to rules and regulations of the Federal Highway Administration. As used in this provision, "domestic" means products that are manufactured in the United States which have not undergone any manufacturing process outside of the United States that modified the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through final shaping and coating. If a steel and/or iron product is taken outside the United States for any manufacturing process, it becomes foreign source steel and/or iron products. The **UAO** may incorporate into the finished work foreign source steel and/or iron products as long as the actual cost of such foreign products does not exceed 0.1% of the total amount of this Agreement, or \$2,500.00 whichever is greater. The **UAO** will retain documentation verifying compliance with the Buy America provision of this Agreement for a period of 3 years after final payment of the finished work. Upon request, the **UAO** will provide the documentation verifying compliance with the Buy America provision of this Agreement. The **UAO** will provide a certification with the invoice that states the following: "The UAO certifies that all manufactured products that are predominately steel and/or iron are domestic products in compliance with the Buy America provisions of 23 CFR 635.410 as amended except for the foreign source steel and/or iron allowance of 0.1% of the total amount of the agreement between the Florida Department of Transportation and the UAO, or \$2,500.00 whichever is greater."

(5) **Information and Reports:** The **UAO** will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **DEPARTMENT** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **UAO** is in the exclusive possession of another who fails or refuses to furnish this information, the **UAO** shall so certify to the **DEPARTMENT** or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

**REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS**  
(Appendix A of Assurances)

(6) **Sanctions for Noncompliance:** In the event of the **UAO's** noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the **DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the Agreement until the **UAO** complies; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(7) **Incorporation of Provisions:** The **UAO** will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The **UAO** will take such action with respect to any subcontract, procurement or lease as the **DEPARTMENT** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the **UAO** becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the **UAO** may request the State to enter into such litigation to protect the interests of the State, and, in addition, the **UAO** may request the United States to enter into such litigation to protect the interests of the United States.

## Edgewood Ave. South from SR5(US17) to SR111(Cassat Ave.) Preliminary Construction Cost Opinion

Description		Quantity		Total Cost	
Item	Item Description	Quantity	Unit	Unit Cost	Total
1	Water mains	2000	LF	\$200	\$400,000
2	Stub-outs	25	EA	\$3,000	\$75,000
3	Water main connections	25	EA	\$4,000	\$100,000
4	Water service connections with meters	16	EA	\$3,500	\$56,000
5	Fire hydrants	4	EA	\$5,000	\$20,000
6	BFP Relocations	1	EA	\$500	\$500
7	Manhole Liner Repairs	21	EA	\$1,000	<del>\$21,000</del>
<b>Direct Contractor Cost</b>					<b>\$672,500</b>

651,500  
 10% 65150  
 \$716,650  
 \$717,000

remov