

Welcome to the

JEA Awards Meeting

September 21, 2023, 10:00 AM EST

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

At the designated public comment time we will provide opportunity for you to unmute to speak.

During the meeting, public comments received via e-mail regarding any matter on the agenda for consideration will be read out. Per the Public Notice Agenda posted on JEA.com, public comments by e-mail must be received no later than 9:00 a.m. on the day of the meeting to be read during the public comment portion of the meeting.

Please contact **Sarah Millsap** by telephone at **(904) 776-4311** or by email at **millse@jea.com** if you experience any technical difficulties during the meeting.

JEA Awards Agenda
September 21, 2023
225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor



[Teams Meeting Info](#)

Consent Agenda

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. **All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief.** The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for **Formal Purchases** as defined by **Section 3-101 of the JEA Procurement Code**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s)	
1	Minutes	Minutes from 09/07/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2	Invitation to Negotiate (ITN)	1411322446 Wastewater Odor Control Chemicals	Vu	USP Technologies	O&M	\$10,077,000.00	N/A	\$10,077,000.00	N/A	Three (3) Years, w/ Two (2) - 1 Yr. Renewals	N/A	
<p>Advised: 6/23/2023 Bid Opening: 08/22/2023 Two (2) Responses Received For additional information contact: Darriel Brown</p> <p>The purpose of this Invitation to Negotiate (ITN) is to evaluate and select a vendor that can provide the necessary chemicals, equipment and services for odor, corrosion, and scale control in the collection system and in-plant processes and provide the best value to JEA. JEA evaluated the respondents based on price, experience, and work plan. USP Technologies was deemed the highest evaluated responsive and responsible respondent.</p> <p>Solicitations for this chemical have historically resulted in low participation; there was one respondent for the previous solicitation in 2018. In efforts to increase participation, JEA issued multiple addenda to answer questions and allowed for multiple due date extensions for better responses. JEA received responses from two companies this time.</p> <p>USP Technologies responded with the the lowest price of \$4.10/gal which is an increase of 9.6% from the current price of \$3.74/gal. JEA followed the ITN process to allow for Best and Final Offer (BAFO) responses; both respondents maintained the pricing from their original submission. The contract prices will remain fixed through the first year (1) year of the Contract. Thereafter, the vendor may request a Consumer Price Index (CPI) adjustment annually. CPI adjustments will be capped at 5%.</p>												
3	Contract Increase	Material Planning Support	McElroy, Alan	Blue Burro Technology, LLC	O&M	\$528,000.00	\$705,000.00	\$1,900,000.00		02/16/2023 - \$667,000.00	Project Completion Start: 09/19/2022 End: 09/31/2024	N/A
<p>Last Awarded on 02/16/2023 For additional information contact: Elaine Selders</p> <p>The scope of work for this contract is for Material Planning gap analysis and support services.</p> <p>This increase will add funds to the contract to support procurements on-going reorganization, to include analytical support required to bridge the gap until the team is in place, trained and ready to execute. Six months is just an estimate on the timing so funding is included for an entire year. However, this amount is a not to exceed amount and the contract can be terminated with a 60 day notice if the full 12 months is not needed.</p> <p>Blue Burro is offering a 10% monthly fixed fee discount to provide two operational support analysts for a monthly fee of \$44,000.00 per month totaling \$528,000.00 for up to 12 months. Travel expenses will follow the JEA procedure at no more than 10% of the total contract, if needed.</p>												
4	Change Order	1411214646 - Protection and Controls Cabinet Manufacturing	Melendez	KEMCO Industries, LLC Schweitzer Engineering Laboratories, Inc.	capital	\$7,167,215.30 \$3,017,663.70	\$10,238,879.00	N/A	N/A		Five (5) Years, w/ Two (2) - 1 Yr. Renewals Start: 7/30/2023 End: 6/29/2028	N
<p>Originally Awarded 07/20/2023 For Additional Information Contact: Rodney Lovgren</p> <p>The scope of work is for the fabrication, manufacturing, testing, delivery and installation of new relay control panels for various JEA system protection and control projects. Kemco Industries was originally awarded the full scope of supply. During more indepth reviews and layout of projects plans, JEA determined Kemco Industries will have some capacity and lead time constraints. JEA is electing to award a Secondary contract to Schweitzer Engineering Laboratories, Inc. on the basis of a 70/30 Split. JEA will evaluate performance and lead times and rebalance as necessary. The total Award amount remains the same as the original award.</p>												
5	Rescind	141118446 - Byproduct Storage Area Operations Services	Erixton	N/A	O&M	N/A	N/A	N/A	N/A	N/A	N	
<p>Bid Opening - 08/01/2023 For Additional Information Contact: Rodney Lovgren</p> <p>1411285246 The scope of solicitation is for the providing of manpower and equipment to operate JEA's Byproduct Storage Area (BSA). The services include loading trucks railcars, moving byproduct (ash) from Northside's generating station. Three (companies) participated in the proposal process, including onsite prebid and performed site visits. After receipts of responses, JEA performed an insource, outsource pricing comparison for the three companies that submitted responses and found JEA's inhouse operations pricing for both manpower and equipment were more economical than outsourcing the work. JEA is requesting to rescind this bid. Bidders responses will not be subject to public records requests for a period of one (1) year.</p>												
6	Contract Increase (Originally Informal Emergency)	Solicitation #: NA - Limestone Crushing Rental Equipment	Erixton	Company Wrench, LTD	O&M	\$22,735.36	\$481,989.83	\$504,725.19	N/A	Project Completion	N	
<p>Originally Awarded 09/22/2022 For Additional Information Contact: Rodney Lovgren</p> <p>JEA informally awarded an emergency procurement to rent a 4043 TR impact crusher to support JEA's limestone crushing operations. This equipment was originally needed to support crushing unsized limestone due to sized limestone availability.</p> <p>In parallel to the utilization of the rental equipment, JEA sourced crushing services, (which are currently in use for incoming limestone). Additionally, JEA has sourced and is in the process of installing equipment to support insourcing all crushing services for JEA.</p> <p>The rental equipment has been removed from site. JEA did not bring this Award back to awards committee prior to crossing formal threshold at \$300,000.00 with the knowledge this had a finite project timeline and sufficient O&M funding available. The decision was made to wait to bring to awards until project was complete. This award is for the final payment to the rental equipment company.</p>												

Consent Agenda Action

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s).
Committee Members in Attendance	Names	Joe Orfano, Tony Long, Janie Smalley									
Motion by:	Tony Long										
Second By:	Janie Smalley										
Committee Decision	Approved										
Consent and Regular Agenda Signatures											
Budget	Name/Title	Sara Goodwin, Manager Operating Budgets									
Awards Chairman	Name/Title	 VP, Financial Services									
Procurement	Name/Title										
Legal	Name/Title	Rebecca Lavis									

JEA Awards Agenda

September 7, 2023

225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor

[Teams Meeting Info](#)

Consent Agenda

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for **Formal Purchases** as defined by **Section 3-101 of the JEA Procurement Code**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s)
1	Minutes	Minutes from 08/24/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Request for Proposal (RFP)	1411282646 - Power Transformer Supply Agreements	Melendez	Prolec - GE Waukesha, Inc. Hitachi Energy USA, Inc.	Capital	\$9,452,929.00 \$9,980,800.00	N/A	N/A	N/A	Seven (7) Years, w/ Two (2) - 1 Yr. Renewals	N
Moved to the regular agenda											
3	Request for Proposal (RFP)	1411316246 - Auto Transformer Supply Agreements	Melendez	PTI Transformer LP Prolec GE Waukesha, Inc.	Capital	\$3,667,500.00 \$0.00	N/A	N/A	N/A	Seven (7) Years, w/ Two (2) - 1 Yr. Renewals	N
<p>Advertised: 06/02/2023 Bid Opening: 08/01/2023 Three (3) Proposals Received For additional information contact: Rodney Lovgren</p> <p>The purpose of the Request for Proposal (the "RFP") is to contract two Auto transformer manufacturers for a forward looking, 7+ year plan to support replacements and expansion projects, with reservations for production slots to ensure supply. The longer term contract is required as substation transformer lead times are 3+ years. JEA evaluated the companies based on price and experience. PTI transformers LP and Prolec GE Waukesha, Inc. were deemed the highest evaluated and lowest priced responsive and responsible proposers.</p> <p>The transformer prices in this bid are trending to follow the Large Specialty Transformer producer price index. This PPI for transformers when this scope of supply was last bid in Oct. 2017 was - 236.7 vs. July 2023 PPI is 429.6 (81% increase), which is reflected in the pricing received. Given the current market conditions is deemed reasonable.</p> <p>Contracts have a price adjustment, which allows price adjustment through manufacturing release, or typically around 6 months prior to shipment. The Prolec GE contract is currently being awarded with a zero dollar value, as the prospective project need date for the transformer where Prolec GE is lower priced forecast in 2032.</p> <p>There are 6 Auto Transformer slots forecast for these contracts. These contracts will be brought back to the awards committee periodically to fund the additional slotted transformer projects in the later years of the contract as budgets and funds allow.</p>											
4	Information for Bid (IFB)	1411304846 - Small Diameter Pipe Replacement Program - Forbes St. Area Packages B and C	Vu	United Brothers Development Corp	Capital	\$4,521,559.60	N/A	\$4,521,559.60	N/A	Project Completion (estimated September 2024)	Legacy Engineering \$8,000.00 DJ Contracting Inc. \$135,000.00 D & J Erosion Control Services \$15,000.00 RZ Service Group LLC \$240,926.00 Total JSEB Value \$398,926.00
<p>Advertised: 07/06/2023 Bid Opening: 08/22/2023 Four (4) Bids Received For additional information contact: David King</p> <p>The Contractor will perform installation of 6,617 linear feet of various size water main: approximately 2,707 LF of 8" water main, 2,847 LF of 6" water main, and 736 LF of 4" water main, and 327 LF of 2" HDPE water main with associated fittings and appurtenances. This will replace an existing water distribution system at the end of its useful life. The distribution system serves 142 residential and commercial parcels within the limits of a City of Jacksonville Ash Site known as the Forest Street Incinerator Site. Ash from refuse incineration was placed in this area prior to the construction of the community.</p>											
5	Emergency	Emergency - Buckman Biosolids - Class B Sludge Cake Hauling	Vu	Synagro South, LLC	Capital	\$752,491.96	N/A	\$752,491.96	N/A	Project Completion (estimated August 2023)	0
<p>Project start: January 2023 For additional information contact: Darriel Brown</p> <p>This emergency purchase was for the hauling and removal of Class B sludge cake to completely remove the stockpile at Buckman Water Reclamation Facility. After the removal of the stockpile, services were needed to continuously haul away the daily biosolids that were produced. Both the stockpile and daily production of biosolids were due to the Biosolids Dryer being out of service and being rebuilt.</p> <p>Synagro was chosen due to their additional hauling capacity compared to the currently contracted vendors, extra locations for disposal of sludge cake, and immediate availability to address the emergency.</p>											

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s)
6	Information for Bid (IFB)	1411319046 - FY24 Water/Wastewater Purchase of Fixed Diesel Pumps for Storm Resiliency	Melendez	Thompson Pump & Mfg. Co. Inc.	Capital	\$980,883.00	N/A	\$980,883.00	N/A	Project Completion (Expected: July 2024)	N/A
	<p>Advised: 06/22/2023 Opened: 08/08/2023 Two (2) Bids Received For additional information contact: Dan Kruck</p> <p>The scope of work for this contract is the supply of eleven diesel engine driven, self-contained automatic standby pony pump systems authorized by JEA Standards. JEA has three approved vendors for pony pumps, and one vendor informed JEA they would not be participating in this bid prior to the advertisement.</p> <p>The solicitation was advertised for twelve (12) pony pumps, and Thompson Pumps was low bidder for eleven of the required pumps. The other pump will be awarded informally to the other vendor (Xylem).</p>										
7	Request for Proposal (RFP)	1411294846 - Telehandlers and Aerial Platform Solicitation	McElroy	Briggs Equipment Leppo, Inc. Southern States Toyota Lift	FY24 Capital Purchase	\$94,177.96 \$483,210.00 \$85,995.00	NA	\$663,382.96	NA	One-time purchase, Expected delivery 03/31/2024	N
	<p>Advised: 06/12/2023 Optional Pre-bid: 06/20/2023 Responses Opened 07/25/2023, Four (4) Responses Opened For additional Information Contact: Eddie Bayouth</p> <p>This Request for Proposal (RFP) is for the purchase of four (4) Class 364 Forklift Telehandlers (5500, 7000, 9000, 12000 LB) and one (1) Class 371 51' Aerial Platform for FY24. Two (2) of the Telehandlers and the Aerial Platform are for Electric replacement, one (1) of the remaining Telehandlers is for Water replacement, and the other is for Water Expansion. All five (5) pieces of equipment will arrive in FY24.</p> <p>JEA evaluated the proposals based on pricing (50%), form, fit and functionality to JEA requirements (15%), warranty (5%), safety features (10%), and ease of doing business (10%). The vendor with the highest evaluation for each items was selected.</p> <p>Only two (2) of the telehandlers, the 5500 LBS and the 7000 LBS, have been purchased recently (FY22). The price increases for these two (2) telehandlers were 13.9% and 3.9%, which are lower than the increases we have seen the last two (2) years and deemed reasonable. Based on the price increases Fleet has forecasted for the cost of vehicles, the estimates were higher than the actual costs.</p>										
8	Contract Increase	127-17 Buckman Biosolids Conversion Projects	Melendez	Carollo Engineers, Inc.	Capital	\$4,942,828.06	\$5,679,431.64	\$20,442,279.52	04/21/2020 - (\$333,197.00) 08/24/2020 - \$653,483.00 10/21/2020 - 60,212.00 04/22/2021 - \$7,053,403.28 10/14/2021 - \$209,989.00 04/07/2022 - \$989,893.30 07/12/2022 - \$52,646.00 08/18/2022 - \$46,883.00 03/02/2023 - \$1,086,707.24	Project Completion (Expected: May 2027)	C&ES Consultants Inc. (Inspection, Architectural Services) \$788,760.00 Mittauer & Associates Inc. (Yard Piping) - \$441,200.00 GM Hill Engineering Inc. (Structural Eng) - \$41,000.00
	<p>Last Awarded: 03/02/2023 For additional information contact: Dan Kruck</p> <p>The scope of work for this contract includes additional design and construction inspection of multiple treatment and infrastructure projects at the Buckman WRF.</p> <p>This increase will add funds to the contract for additional engineering and design services underway for the thermal drum drying system, emergency cake loading silo, waste pellet silo, ferric chloride storage system, muriatic acid storage, and yard piping improvements. The increase will also add funds for additional permitting support and additional construction phase services.</p> <p>The biosolids upgrade at Buckman will be completed in 2027 and will then receive and process all biosolids material from other JEA facilities. In the interim, the existing Buckman biosolids facility is being rehabilitated to ensure production can continue until the new facility is completed. This will prevent the need to haul biosolids material which costs about \$2M/month. The interim rehabilitation project is scheduled to be completed in September 2023.</p> <p>The proposal was reviewed by JEA project staff and deemed reasonable when compared to other projects. The hourly rates used to develop the fee are fixed through the completion of the contract. The awardee has confirmed that this will be the last increase needed to complete the design and services during construction for this contract.</p>										
Consent Agenda Action											
Committee Members in Attendance	Names	Ted Phillips, Tony Long , Laura Schepis									
Motion by:	Laura Schepis										
Second By:	Tony Long										
Committee Decision	Approved Items 1 & 3-8; Motion to move Award #2 to the Regular Agenda										

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s)
Regular Agenda (09/07/2023)											
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)	Action
1	Request for Proposal (RFP)	1411282646 - Power Transformer Supply Agreements	Melendez	Prolec - GE Waukesha, Inc. Hitachi Energy USA, Inc.	\$9,452,929.00/\$9,980,800.00	N/A	N/A	N/A	Seven (7) Years, w/ Two (2) - 1 Yr. Renewals	N	<p>Motion by: <u>Laura Schepps</u></p> <p>Second by: <u>Tony Long</u></p> <p>Committee Decision: <u>Approved</u></p>
<p>Advertised: 06/02/2023 Bid Opening: 08/01/2023 Two (2) Proposals Received For additional information contact: Rodney Lovgren</p> <p>The purpose of this Request for Proposal (the "RFP") is to contract multiple Power Transformer Manufacturers for a forward looking, 7+ year plan to support replacements and expansion projects, with reservations for production slots to ensure supply. JEA evaluated the companies based on price and experience. Prolec GE Waukesha, Inc. and Hitachi Energy USA, Inc. were deemed highest evaluated & the lowest priced responsive and responsible proposers. The transformer prices in this bid are trending to follow the Large Specialty Transformer producer price index. This PPI for transformers when this scope of supply was last bid in Oct. 2017 was - 236.7 vs. July 2023 PPI is 429.6 (81% increase), which is reflected in the pricing received. Given the current market conditions is deemed reasonable. Additionally, lead times range from 27 - 44 months. GE Prolec as the lowest priced provider on the power transformers was able to provide 3 of the 7 Power Transformers required in 2026. JEA elected to award the other 4 transformers to Hitachi Energy, to support project lead times, as their lead time supports the 2026 need.</p> <p>All contracts will have a price adjustment methodology, which allows price adjustment through manufacturing release, or typically around 6 months prior to shipment.</p> <p>There are currently 37 power transformer slots forecast for these contracts, which will be brought back to the awards committee periodically to fund the additional slotted transformer projects in the later years of the contract as budgets allow.</p>											
Consent and Regular Agenda Signatures											
Budget	Name/Title	<u>Stephanie M Nealy</u>									
Awards Chairman	Name/Title	<u>Theodore B Phillips</u>									
Procurement	Name/Title	<u>JGMcM</u>									
Legal	Name/Title	<u>Rebecca Lavis</u>									

Appendix B-Response Forms

Appendix B - Response Forms
1411322446 Continuing Services for Wastewater Odor Control Chemicals

Submit all Response documents electronically as described in the Solicitation.

Company Name: US Peroxide LLC. Dba USP Technologies

Company's Address: 5640 Cox Road Glen Allen, VA 23060 _____

License Number: 87-0715830 _____

Phone Number: 804-935-2542 ___ FAX No: _____ Email Address: jgraham@usptechnologies.com _____

BID SECURITY REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond (Five Percent (5%))	TERM OF CONTRACT <input type="checkbox"/> One Time Purchase <input checked="" type="checkbox"/> Annual Requirements - Three (3) years, Two (2) Optional One (1) year Renewals <input type="checkbox"/> Other, Specify - Project Completion
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SAMPLE REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	SECTION 255.05, FLORIDA STATUTES CONTRACT BOND <input checked="" type="checkbox"/> None required <input type="checkbox"/> Bond required 100% of Bid Award
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QUANTITIES <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.	INSURANCE REQUIREMENTS <p style="text-align: center;">Insurance required</p>
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PAYMENT DISCOUNTS <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 RESPONSE FOR SOLICITATION 1411322446	TOTAL RESPONSE PRICE
Total Response Price (Enter total from cell G11 in the Response Workbook)	\$10,077,000

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

RESPONDENT 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 Responding 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 _____ | Aug 22, 2023


 Handwritten Signature of Authorized Officer of Company or Agent Date

 Jeremy Lawrence-Director of North American Sales
 Printed Name and Title

4 _____ through _____

1411322446 BAFO Scores

	Pennco	USP	
Quotation of Rates			
Response workbook			
Subtotal	63	64	Max 70 Points
Past Performance/Experience Evaluation			
Summary of relevant experience			
Subtotal	19	20	Max 20 Points
Approach & Work Plan			
How will Respondent determine if LOS is being met across all sites?			
What quality metrics will be tracked by the respondent?			
With what frequency are the quality metrics recorded?			
With what frequency are all sites inspected?			
How frequently are quality reports provided?			
How will quality reports be provided?			
What is the time frame for followup on failed inspections?			
Who conducts the inspections for the respondent?			
Subtotal	9	10	Max 10 points
Total	91	94	



Formal Bid and Award System

Award #14 February 16, 2023

Type of Award Request: CONTRACT INCREASE
Requestor Name: Keeler, Jessica C. - Mgr Procurement Inventory Control
Requestor Phone: 904-665-6403
Project Title: Material Planning Support
Project Number: HEA0501
Project Location: JEA
Funds: O&M
Budget Estimate: N/A

Scope of Work:

JEA requests to award a contract increase to Blue Burro/ProcureAbility, for Material Planning gap analysis and support services. The company will provide advisory services to review current processes and procedures, then create a plan to close those gaps with clear delineation of roles between procurement, inventory, and warehousing functions. They will also provide analytical support to build inventory models and planning tools to better account for lead times and demand for inventory control, and augment the team as needed to support staff.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Selders, Elaine
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
BLUE BURRO TECHNOLOGY, LLC	Chris Martoglio	cmartoglio@bburro.com	4624 S Whooping Crane Lane Bloomington, IN 47403	\$667,000.00

Amount of Original Award: \$705,000.00
Date of Original Award: 09/15/2022
Change Order Amount: \$667,000.00
New Not-To-Exceed Amount: \$1,372,000.00
Award Amount for remainder of this FY: \$667,000.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 09/19/2022
End Date (mm/dd/yyyy): Project Completion (Estimated September 2023)
JSEB Requirement: N/A – Single Source

Background/Recommendations:

Originally awarded and approved by the Awards Committee on 09/15/2022 to Blue Burro for material planning support, in the amount of \$705,000.00. In December of 2022, a contract name change was completed from Blue Burro, Inc. to Blue Burro Technology, LLC. The previous award is attached as backup.

This contract increase is for the continued partnership for Phase 3 with Blue Burro/ ProcureAbility, in which Phases 1 and 2 (original scope completed) were to provide consulting services to assist with building a new organizational element to identify gaps in Inventory Control required skills and capabilities and to create a plan to close those gaps, with clear delineation of roles between procurement, inventory and warehousing functions. The summary and proposal have been attached as backup.

Phase 3 will begin the implementation phase of the project and will include implementing per the organization roadmap and structure developed in Phases 1 and 2, including standing up new roles, finalizing handbooks and toolkits for new roles, implementing metrics and KPIs for new roles, implementing new processes, and assessing to identify training and development opportunities within the team. Phase 3 will also include ongoing change management support, support in executing remaining non-organization recommendations, and operational support for critical new roles until filled by JEA. These activities will occur over approximately seven months. The cost for Phase 3 will total \$667,000.00. Travel expenses will follow the JEA procedure at no more than 10% of the total contract, if needed.

Request approval to award a contract increase to Blue Burro Technology, LLC for material planning support for a total amount of \$667,000.00, for a new not-to-exceed amount of \$1,372,000.00, subject to the availability of lawfully appropriated funds.

Manager: Keeler, Jessica C. - Mgr Procurement Inventory Control
Director: McCollum, Jenny G. - Dir Procurement Services
VP: McElroy, Alan D. - VP Supply Chain & Operations Support

APPROVALS:

Stephen Datz 2/16/2023

Chairman, Awards Committee **Date**

Stephanie Nealy 2/16/2023

Budget Representative **Date**



Formal Bid and Award System

Award #5 September 15, 2022

Type of Award Request: SINGLE SOURCE
Requestor Name: Keeler, Jessica C. - Mgr Procurement Inventory Control
Requestor Phone: 904-665-6403
Project Title: Material Planning Support
Project Number: HEA0501
Project Location: JEA
Funds: O&M
Budget Estimate: N/A

Scope of Work:

JEA requests to award a Single Source contract to Blue Burro/ProcureAbility, for Material Planning gap analysis and support services. The company will provide advisory services to review current processes and procedures, then create a plan to close those gaps with clear delineation of roles between procurement, inventory, and warehousing functions. They will also provide analytical support to build inventory models and planning tools to better account for lead times and demand for inventory control, and augment the team as needed to support staff.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Selders, Elaine
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
BLUE BURRO	Chris Martoglio	cmartoglio@bburro.com	113 East 6th Street Bloomington, IN 47408	\$705,000.00

Amount for entire term of Contract/PO: \$705,000.00
Award Amount for remainder of this FY: \$100,000.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 09/19/2022
End Date (mm/dd/yyyy): Project Completion (Estimated March 2023)
JSEB Requirement: N/A – Single Source

Background/Recommendations:

In August, 2020, JEA issued RFP 99696 for Procurement Process Improvement Consulting Services. The scope of work was to identify a consultant, firm/expert to assist with the development and implementation of a comprehensive process improvement plan to review the current JEA procurement and Standards Committee processes, Florida statutes, evaluate and benchmark against other municipal procurement processes and develop a report with recommendations for JEA of the findings. The plan focused on ensuring that JEA utilized efficient, fair and equitable municipal practices while maintaining transparency, achieving a competitive environment reaching as many Companies as possible. JEA awarded the work to Blue Burro/ProcureAbility in October, 2020 in the amount of \$59,500.00.

This request is to partner with Blue Burro/ProcureAbility as a single source to provide consulting services to assist with building a new organizational element under Inventory Control to identify gaps, required skills and capabilities and create a plan to close those gaps, with clear delineation of roles between procurement, inventory and warehousing functions. Blue Burro/ProcureAbility has critical knowledge of the JEA procurement process and has worked with JEA extensively on process improvement. Their tribal knowledge allows them to step in and hit the ground running without delays, which is critical due to the immediate need driven by supply chain disruptions, to get the assessment completed in a timely manner. The summary and proposal have been attached as backup.

The work will be comprised of an assessment phase and an implementation phase. The assessment phase will identify gaps followed by a period to drive improvements in steady state operations to deliver the support JEA needs in the short term. This will occur over approximately 4 weeks at a cost of \$137,000.00. After the assessment, they will provide resources with appropriate oversight to support JEA's immediate staffing needs. They will provide analytical support to build inventory models and planning tools to better account for lead times and demand. The implementation phase will begin as phase 2 and will take approximately 5 months at a cost of \$568,000.00 for a total NTE of \$705,000.00. Travel expense will follow the JEA procedure at no more than 10% of the contract total, if needed.

Request approval to award a single source contract with ProcureAbility to Material Planning Support in the amount of \$705,000.00, subject to the approval of lawfully appropriated funds.

Manager: Keeler, Jessica C. - Mgr Procurement Inventory Control
Director: McCollum, Jenny G. - Dir Procurement Services
VP: McElroy, Alan D. - VP Supply Chain & Operations Support
Chief: Phillips, Ted B. - Chief Financial Officer

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APPROVALS:

Stephen Datz 9/15/2022

Chairman, Awards Committee **Date**

Stephanie M Healy 9/15/2022

Budget Representative **Date**



ProcureAbility
YOUR PROCUREMENT EXPERTS

BlueBurro
PROCUREMENT

JEA

Procurement Organization Analytics Support

Change Order Summary
Sep 2023



ADVISORY



TALENT



ANALYTICS &
INTELLIGENCE



Executive Summary

In support of Procurement's ongoing reorganization, analytical support is required to bridge the gap until the team is in place, trained, and ready to execute

Background

Gap Assessment – Summary of Key Recommendations:

1. Ongoing Procurement Reorganization

- Enhance analytics capacity and capabilities
- Clarify/separate tactical and strategic functions
- Enable enhanced Category Management, Strategic Sourcing, and Tactical Procurement

2. Extended timeline for hiring analytics team:

- Analytics team not slated to be hired until CY2024
- Critical gap in the envisioned operating model

3. Support Requirements:

- Ongoing maintenance and utilization of dashboards
- Creation of new dashboards and analytics tools
- Key element to support overall transition and enable functional success

Path Forward

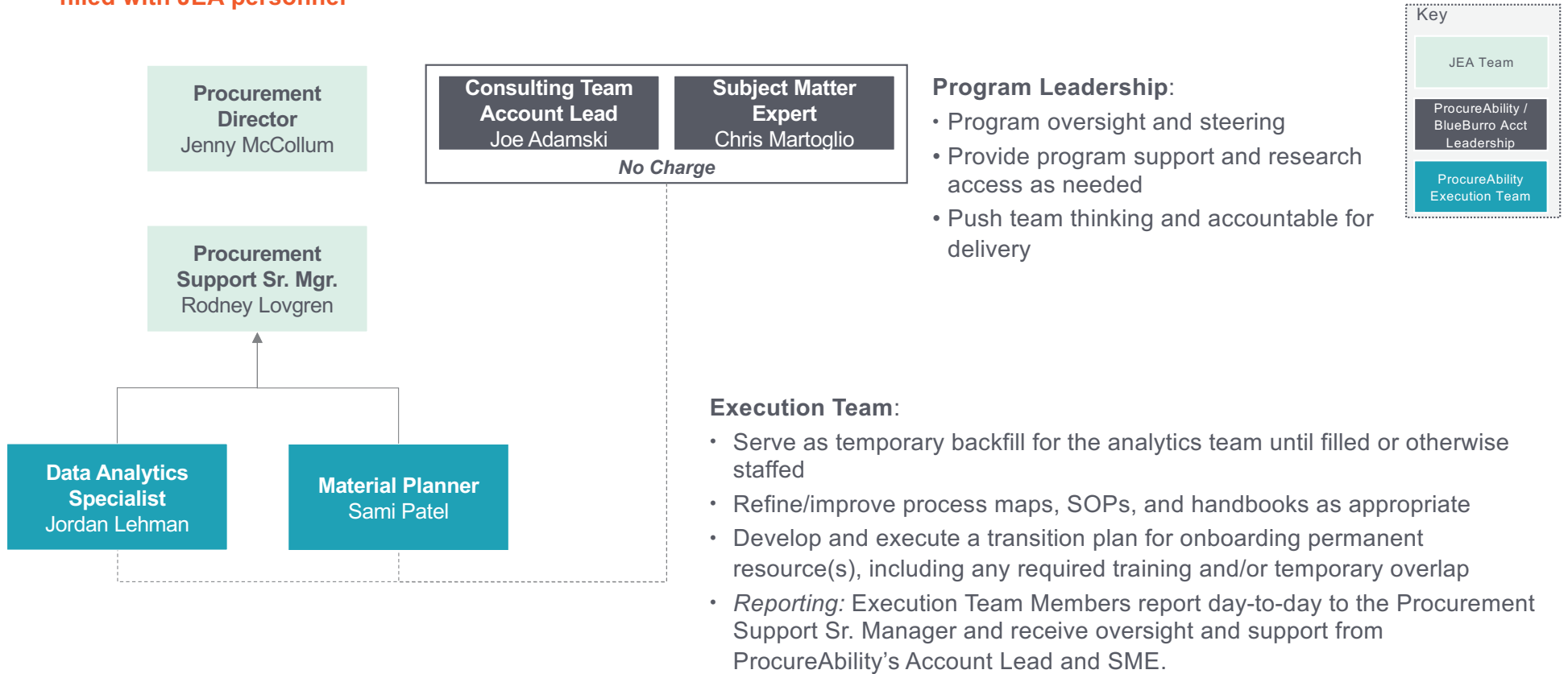
Maintain outside support for analytics team through Sept. 2024:

- Support in executing the non-organization recommendations (e.g., Process, Technology)
- Maintain, Expand, Promote, and Utilize new dashboards and analytical tools (Development Model, Transformer Model, Demand Models, etc.)
- Streamline reporting, produce standard and ad hoc reports
- Train analytics staff on utilization of tools and dashboards as they onboard



Proposed Support model

Continue to leverage two ProcureAbility staff to continue providing support for analytics and material planning until positions are filled with JEA personnel



Program Leadership:

- Program oversight and steering
- Provide program support and research access as needed
- Push team thinking and accountable for delivery

Execution Team:

- Serve as temporary backfill for the analytics team until filled or otherwise staffed
- Refine/improve process maps, SOPs, and handbooks as appropriate
- Develop and execute a transition plan for onboarding permanent resource(s), including any required training and/or temporary overlap
- *Reporting:* Execution Team Members report day-to-day to the Procurement Support Sr. Manager and receive oversight and support from ProcureAbility's Account Lead and SME.



Change Order Scope of Work (High Level)

Program Leadership (Manager)

- Program oversight and steering
- Provide support and research access as needed
- Push team thinking and accountable for delivery

Execution Support (2 Analysts)

Stand up and develop analytics roles and processes to implement the refreshed Procurement organization structure. Serve as a temporary backfill for the assigned role to JEA until filled or otherwise staffed. Refine/improve process maps, SOPs, and handbooks as appropriate. Before rolling off, develop and execute a transition plan for onboarding permanent resource(s), including any required training and/or temporary overlap.

Data Analytics Specialist

- Perform advanced analytics in support of JEA Procurement, identifying insights, trends, opportunities
- Lead data collection, cleansing, review, analysis
- Create and/or enhance dashboards to enable automated reporting and real-time access to insights
- Develop, manage, and own data models as assigned (e.g., inventory models, cost modeling, etc.)
- Develop key insights based on data and share with appropriate JEA stakeholders

Material Planner

- Lead analysis of historical usage, demand trends, market trends, seasonality, planned projects, and other factors influencing the Forecast
- Collaborate with the Business to set/maintain dynamic, demand driven EOQ parameters (e.g., min/max)
- Create accurate and realistic demand plans, including identifying demand patterns, trend changes, demand drivers, risks, and opportunities
- Develop and drive continuous improvements to models, forecasting techniques, and methods



Commercials

We are offering JEA a 10% Monthly Fixed Fee discount for utilization of ProcureAbility support through Sept 2024 to support JEA's needs

Estimated Total 12-Month Fees: \$528,000

- Support may be adjusted as needed to meet JEA's needs
- As JEA hires for roles, ProcureAbility support may decline as work transitions to JEA
- Reduction in support requires 60-day notice
- This proposal assumes normal workloads. Increased workloads due to storm events may require additional resources and oversight at additional cost, which would be prior approved by JEA.
- Billed at fixed monthly amounts of \$44K.

Execution Team (Operational Support) (2 Analysts)		
Daily operational support, stand up and temporary fill for new roles		
Calendar Quarter	Est. Utilization	Monthly Fixed Fee
Q4 2023	100%	\$132K
Q1 2024	100%	\$132K
Q2 2024	100%	\$132K
Q3 2024	100%	\$132K
Operational Support 12-Month Fees		\$528K

Travel & Expenses

If required, billed at actuals without markup and not to exceed 10% of fees

Capital or O&M	Index / Project # / Cost Center	Expense Type	O&M Spreadsheet Line	FY23	FY24	FY25	FY26	FY27	FY28	
Capital	788-158P				\$88,218.44					\$88,218.44
Capital	788-107P					\$134,750.62				\$134,750.62
Capital	788-151P					\$209,162.14				\$209,162.14
Capital	788-138P					\$170,633.03				\$170,633.03
Capital	788-118P				\$505,292.10					\$505,292.10
Capital	Robinwood APSTF						\$1,117,224.96			\$1,117,224.96
Capital	Firestone APSTF						\$1,214,125.18			\$1,214,125.18
Capital	Deep Creek Substation						\$532,612.77			\$532,612.77
Capital	788-171P					\$494,372.55				\$494,372.55
Capital	788-172P					\$494,372.55				\$494,372.55
Capital	788-173P							\$513,321.89		\$513,321.89
Capital	788-169P					\$494,372.55				\$494,372.55
Capital	788-170P					\$494,372.55				\$494,372.55
Capital	788-104P						\$640,084.66			\$640,084.66
Capital	788-183							\$445,152.36		\$445,152.36
Capital	788-167P								\$596,979.91	\$596,979.91
Capital	788-168P							\$619,006.39		\$619,006.39
Capital	788-141P						\$97,832.71			\$97,832.71
Capital	788-148P						\$114,016.63			\$114,016.63
Capital	789-96				\$281,251.47	\$233,612.00	\$228,377.10	\$242,566.36	\$277,168.09	\$1,262,975.01
										\$0.00
										\$0.00
										\$0.00
										\$0.00
										\$0.00
										\$0.00
Award Totals				\$0.00	\$874,762.00	\$2,725,648.00	\$3,944,274.00	\$1,820,047.00	\$874,148.00	\$10,238,879.00

Split 70 / 30
 70% \$ 7,167,215.30
 30% \$ 3,071,663.70

Kemco

Date	Event	Tracking Amount
7/20/2023	Original Award	\$10,238,879.00
Adjustment		\$ (3,071,663.70)
9/14/2023	New NTE	\$ 7,167,215.30
	This Increase	\$ -
	New NTE	\$ 7,167,215.30

SEL

Date	Event	Tracking Amount
7/14/2023	Original Award	\$ 3,071,663.70
	10% increase	\$ -
	New NTE	\$ 3,071,663.70
	This Increase	\$ -
	New NTE	\$ 3,071,663.70

Award #4 9/21/2023 Supporting Documents

Submit the Response an electronic pdf in accordance with the procedures in the solicitation.

Company Name: Schweitzer Engineering Laboratories

Company's Address: 2440 NE Hopkins Court

License Number: _____

Phone Number: 704-504-4205 FAX No: _____ Email Address: Enclosures@SELInc.com

<u>BID SECURITY REQUIREMENTS</u> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond Five Percent (5%)	<u>TERM OF CONTRACT</u> <input type="checkbox"/> One Time Purchase <input checked="" type="checkbox"/> Term - Five (5) Years w/Two (2) – 1Yr Renewals <input type="checkbox"/> Other, Specify - Project Completion
--	--

<u>SAMPLE REQUIREMENTS</u> <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	<u>SECTION 255.05, FLORIDA STATUTES CONTRACT BOND</u> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Bond required 100% of Bid Award
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<u>QUANTITIES</u> <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.	<u>INSURANCE REQUIREMENTS</u> <p style="text-align:center">Insurance required</p>
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PAYMENT DISCOUNTS
 1% 20, net 30
 2% 10, net 30
 Other _____
 None Offered

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES:	TOTAL BID PRICE
1	Total Bid Price from the Total in the Bid Workbook	\$ <u>10,550,943.00</u> _____

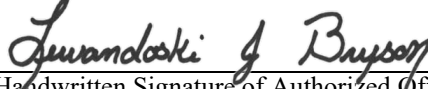
I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

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

1 through 5


 Handwritten Signature of Authorized Officer of Company or Agent 5/23/2023
Date

Lewandoski J Bryson Sr. S&CS Manager - SEL Panels
 Printed Name and Title

1.3 Price Estimate(s)

Reference Section 5 Required Bid Forms - JEA Workbook

1411214646 Addendum 1 Quotation of Rates Workbook						
#	Price Approach - For the Panel types listed below, for each line the Respondent shall include in the Unit Price, the cost of materials, components, manufacturing (including wiring, assembly, etc), factory acceptance and test. The panel Relay specific pricing will be added to the base panel price below on a cost + markup basis. The prices below for the base panel price shall be fixed for first year and subject to price adjustment, thereafter in accordance with the contract terms. Any field services ad hoc support shall be at the rate on line 4. Shipping shall either be the fixed price per panel or on a prepay and add basis, as approved by JEA.	Dwg - Ref.	UOM	Unit Price	Five Year Forecast Quantity	Total Price
1A	Cabinet Structure: Transformer Panel	Relay Cabinet Structure	Each	\$ 48,231.00	6	\$ 289,386.00
1B	Cabinet Structure: Transformer Low Side Panel	Relay Cabinet Structure	Each	\$ 45,683.00	6	\$ 274,098.00
1C	Cabinet Structure: Feeder Panel	Relay Cabinet Structure	Each	\$ 20,033.00	4	\$ 80,132.00
1D	Cabinet Structure: Integration Panel	Relay Cabinet Structure	Each	\$ 32,041.00	3	\$ 96,123.00
1E	Cabinet Structure: Line Panel	Relay Cabinet Structure	Each	\$ 42,434.00	26	\$ 1,103,284.00
1F	Cabinet Structure: Bus Panel	Relay Cabinet Structure	Each	\$ 33,748.00	5	\$ 168,740.00
1H	Shipping cost on a per Cabinet Structure Basis	Relay Cabinet Structure	Each	\$ -	50	\$ -
2A	Open Rack Structure: High Voltage Bus Panel	Relay Open Rack Structure	Each	\$ 21,791.00	29	\$ 631,939.00
2B	Open Rack Structure: Low Voltage Bus Panel	Relay Open Rack Structure	Each	\$ 12,825.00	4	\$ 51,300.00
2C	Open Rack Structure: Transformer Panel	Relay Open Rack Structure	Each	\$ 21,781.00	39	\$ 849,459.00
2D	Open Rack Structure: Transformer Low Side Panel	Relay Open Rack Structure	Each	\$ 42,297.00	31	\$ 1,311,207.00
2E	Open Rack Structure: Line Panel	Relay Open Rack Structure	Each	\$ 28,883.00	36	\$ 1,039,788.00
2F	Open Rack Structure: Feeder Panel	Relay Open Rack Structure	Each	\$ 19,075.00	8	\$ 152,600.00
2G	Open Rack Structure: Capacitor Bank Panel	Relay Open Rack Structure	Each	\$ 29,183.00	20	\$ 583,660.00
2H	Open Rack Structure: High Voltage Breaker Panel	Relay Open Rack Structure	Each	\$ 22,031.00	59	\$ 1,299,829.00
2I	Open Rack Structure: Integration Panel	Relay Open Rack Structure	Each	\$ 29,957.00	14	\$ 419,398.00
2J	Shipping cost on a per Open Rack Structure Basis	Relay Open Rack Structure	Each	\$ -	240	\$ -
3	Materials Mark up - For Relays (Only Relays for control panels will be allowed to processed with a cost plus mark up approach	RelayS FOR PANELS	Percent Markup	10%	\$2,000,000	\$ 2,200,000.00
4	On Site - Electrician or Field Technician (Site visits, measurements, trouble shooting, testing, additional field wiring) The rates on this line will be utilized for any work above and beyon and the fixed scope lines above	Hourly Rate	Hour	\$ -	4160	\$ -
5 Year Total Bid Price (Transfer this total to the Response Form)						\$ 10,550,943.00

Price Adjustment - For all unit price rates listed on this sheet the Bidder may request a CPI price adjustment Annually in accordance with price adjustment clause in the contract

Shipping shall be prepaid and add at actual expenses to provide the most accurate cost to JEA.

JEA Awards Agenda

July 20, 2023

Award #4 9/21/2023 Supporting Documents

225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor

[Teams Meeting Info](#)

Consent Agenda

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. **All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief.** The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for **Formal Purchases** as defined by **Section 3-101 of the JEA Procurement Code**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (%), \$ - awarded)
1	Minutes	Minutes from 07/13/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Contract Increase	1410223046 Integrated Resource Planning for Electric Generation Planning	Melendez	Black & Veatch Management Consulting, LLC	O&M	\$1,093,568.00	\$1,705,392.00	\$3,670,856.00	11/28/22 \$170,539.20 01/05/23 \$701,356.80	Project Completion (Expected: 12/31/2023)	N/A (Not expected in this Contract Increase)
		Originally Awarded: 8/19/2021 For additional information contact: Jason Behr This request is for a contract increase in the amount of \$1,093,568.00 for the Integrated Resource Planning (IRP) Services for a new not-to-exceed amount of \$3,670,856.00. The increase is a result of the expanded scope of services included in JEA's 2030 goals which were approved by the Board of Directors on April 25, 2023. The expanded scope includes works that are required for the Florida Power Plant Siting Act (PPSA) regulatory process for commissioning a new highly efficient generating unit as a replacement for decommissioning less efficient generating unit, Northside Unit 3. The process starts with a refresh of the IRP modeling results with updated forecasts and technology costs, followed by execution of a Market Test to evaluate alternative projects to the project identified by the IRP, and preparation, submittal and defense of a Need For Power application under the PPSA. Current contract rates were used for the development of this revised scope.									
3	Piggyback/Ratification	FY24 JEA Fleet Light Duty Vehicle Capital Purchase	McElroy	Beck Auto Sales, Inc.	Capital	\$600,018.40	N/A	\$600,018.40	N/A	One-time purchase, Expected delivery 10/30/2023	N
		Piggyback Agency: City Of Tallahassee Contract #5180 with Beck Auto Sales, Inc., Contract Term: Start Date 01/01/2022, Three (3) Years w/ One (1) - 2 Yr. Renewal For additional information contact: Eddie Bayouth This Piggyback/Ratification is for the purchase of twelve (12) vehicles for FY24 for JEA Fleet. JEA is Piggybacking off of the City of Tallahassee contract with Beck Auto Sales, Inc. since the vehicles are currently on their lot and are available once JEA upfits are complete (lighting, safety features, etc) which is estimated to be ninety to one hundred twenty (90-120) days. This is a full ratification because JEA needed to provide a purchase order to not lose the vehicles, and it was confirmed ahead of time there were funds in the capital budget. Six (6) of these vehicles are for W/WW Replacement for a total of \$307,921.92, three (3) are for Electrical Expansion for a total of \$143,367.10, and three (3) are for Electrical Replacement for a total of \$148,729.38 for a grand total of \$600,018.40 for FY24 Capital Purchases. The Ford F150 4x2 hybrids are priced at around \$53K vs \$54K we paid for the FY23 purchase. This is not a true apples to apples comparison as these are hybrid and we have bought regular engines, but in line with what we paid for the FY23. For the Ford F150 4x4, there is a \$200 difference between the price we paid for FY23 and these units. The Explorer SUV is priced the same as the previous two (2) we have purchased from Beck this year. In light of the fact that the prices are approximately the same as what JEA paid for the FY23 purchases, the purchase prices are deemed justifiable.									
4	Contract Increase/Ratification	RFQ105278 Mitsubishi Dead Tank Breaker (GCBAR002) Spot Buy for Inventory Stock	McElroy	Mitsubishi Electric Power Products, Inc.	Inventory Blanket Account	\$857,456.00	\$214,364.00	\$1,071,820.00	N/A	One-time purchase (Expected: 04/30/2025)	N
		Original Award: Informal 06/08/2023 For Additional Information Contact: Eddie Bayouth This Contract Increase/Ratification is for the purchase of eight (8) additional Mitsubishi Dead Tank Breakers (GCBAR002). Mitsubishi is the only approved manufacturer for item GCBAR002. Two (2) breakers were originally ordered on 06/08/2023 for inventory stock. After the initial order was placed, the need for an additional eight (8) breakers was identified for use in the Kennedy Control House Rebuild (Phase 2). Because of the extremely long lead times of over ninety (90) weeks, and the need to have these breakers delivered in Q2 of FY25, the decision was made to place the order for the additional eight (8) breakers and get the order in the Mitsubishi queue. Once in the queue, if any production slots open up, the items may be expedited.									
5	ITN	1411001246 Licensing, Implementation, and Support of a Utility Consumption Tracker Solution	Stultz	Utility Consumer Analytics, Inc.	Capital & O&M	\$1,997,250.00	\$1,997,250.00	\$1,997,250.00	N/A	Five (5) Years w/ One (1) - 1 Yr. Renewal Start: 10/01/2023 End: 09/30/2028	N/A
		Advertised on 11/28/2022 Bid Opening 01/18/2023 Seven (7) Bids Received Two (2) Bids Disqualified For additional information contact: Nickolas Dambrose The Responses were evaluated on price, company experience, professional staff experience, ability to meet the business requirements, and design approach and work plan. Best and Final Offers were solicited, and Utility Consumer Analytics (UCA) is deemed the highest ranking responsible and responsive Respondent. This request is for \$1,997,250.00 for five (5) years of JEA's Tracker Solution for its customer usage. This solution provides modern, easy-to-use platform for JEA customers to view, track and trend their utility consumption through various JEA owned digital channels such as the jea.com website (current) and mobile app (forthcoming). The solution helps JEA customers better understand their consumption habits. It gives JEA customers the tools, tips and guidance to take control of the utilities they use and ensure a positive customer experience. UCA is the incumbent provider, and its proposed new contract pricing is very competitive. In addition, UCA received high rankings for its Design Approach and Workplan and its live demonstration of its proposed solution. It has performed well for JEA in the past. JEA's current solution is no longer being maintained and is being replaced in its entirety by UCA's proposed solution with enhanced functionalities. The award of this contract was delayed because of steering committee reviews and business priorities. JEA revised the implementation start date of this contract to be 01/01/2024 and is estimated to be completed 07/01/2024. UCA has accepted this revised implementation timeline and agreed to maintain all submitted bid terms and conditions. When compared to the existing contract, UCA's new rates for licensing services increased twenty-five (25%) percent from \$0.36 per license to \$0.45 per license. The new rates will be fixed throughout the first three (3) years of the five (5) year term. Thereafter, if requested, a price increase may be negotiated in accordance with the Consumer Price Index (CPI) for the renewal term. The award amount is within budget and shall begin next fiscal year.									
	Contract Increase	062-19 Water/Wastewater Capital Program Management	Melendez	Jacobs Engineering Group, Inc.	Capital, O&M	\$1,760,185.00	\$10,354,970.00	\$46,789,158.00			

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% - awarded)
Award #4 9/21/2023 Supporting Documents											
6	Last Awarded 10/27/2022 For Additional Information Contact: Dan Kruck								03/05/2020 - \$11,762,643.00 03/25/2021 - \$7,048,749.00 04/14/2021 - (\$5,354,716.00) 09/09/2021 - \$3,145,619.00 02/17/2022 - \$6,724,253.00 10/13/2022 - \$9,238,061.00 10/27/2022 - \$1,754,627.00 03/01/2023 - \$354,767.00	Five (5) Years w/Two (2) - 1 Yr. Renewals Start: 07/01/2019 End: 06/30/2024 Two (2) - 1 Yr. Renewals Remaining	N/A Each task order under this contract will be reviewed and given a JSEB requirement prior to it being issued to the contractor.
7	Request for Proposal (RFP)	1411214646 Protection and Controls Cabinet Manufacturing	Melendez	KEMCO Industries, LLC	Capital	\$10,238,879.00	N/A	N/A	N/A	Five (5) Years, w/ Two (2) - 1 Yr. Renewals Start: 7/30/2023 End: 6/29/2028	N
	<p>Advised: 04/14/2023 Bid Opening: 05/23/2023 Five (5) Proposals Received For additional information contact: Rodney Lovgren</p> <p>The purpose of this Request for Proposal (the "RFP") is to select a Supplier that can provide the fabrication, manufacturing, testing, delivery and installation of new relay panels for various JEA system protection and control projects. Proposals were evaluated on the basis of: Price, Design & Work Approach and Experience. Kemco was the lowest priced and highest evaluated Proposal.</p> <p>Due to market conditions, JEA has changed the pricing approach to a combination of fixed price with an annual CPI adjustment (capped at 4%) for overall cabinet manufacturer with a cost plus component on relay supply, this benefits the business unit in managing costs and invoicing as well as will provide more consistency in forecasting budgets for future spend. Considering the range of the proposals received proposal price is deemed reasonable.</p>										
8	Request for Proposal (RFP)	1411221846 NGS No. 6 Fuel Heat Trace Project	Melendez	BrandSafway Solutions LLC	Capital	\$1,434,276.00	N/A	N/A	N/A	Project Completion (Q1, 2024)	N
	<p>Advised: 04/20/2023 Bid Opening: 06/20/2023 Three (3) Proposals Received For additional information contact: Rodney Lovgren</p> <p>At JEA Northside Generating Station (NGS), the fuel oil piping in the fuel oil storage containment area (tank farm) currently has steam tracing and insulation that requires demolition & replacement by the Contractor. After the demolition, the Contractor is responsible to install new electric heat tracing and insulation to all the fuel oil piping. JEA evaluated the companies based on price, work approach and experience. Brandsafway was deemed highest evaluated response. The award amount is 4.8% less than Budget Estimate and is deemed reasonable. The award is less than the Bid Amount, due to JEA not awarding the optional multiple Mobilization fee, at this time, since multiple mobilizations may not be required, depending on system piping conditions. The Award has a 10% SWA to cover contingency.</p>										
9	Change Order	1410844646 Provision of Managed Services for Service Desk, Help Desk, Desktop Support, and Network Operations Center	Datz	Emtec, Inc.	O&M	\$854,520.00	\$5,539,000.00	\$6,393,520.00	N/A	Five (5) Years with One (1) - 1 Yr. Renewal Start: 01/01/2023 End: 12/31/2027	N/A
	<p>Originally Awarded: 12/15/2022 For additional information contact: Nathan Woyak</p> <p>This request is a change order for \$854,520.00 for an increase in scope for as needed rate based project work requiring additional professional services as needed under the same service category throughout the term of the contract to allow scalability. The additional professional services rates were compared with the State of Florida contract and deemed competitive.</p> <p>The scope of work continues to provide JEA's Service Desk (Help Desk, Desktop Support including hardware refresh, and Network Operations Center Services). The services requested are intended to augment our existing Information Technology Services staff. The Tier 1 support team, Help Desk will operate 24x7 completing remote incident and request resolution. Tier 2 support team, Desktop Support Technicians will be required to respond to various locations throughout Jacksonville, FL. A work location will be provided for the desktop technicians inside JEA's major facilities.</p>										
10	Piggy Back - GSA	Cohesity DataProtect - Licensing and Support	Datz	CDWG, Inc.	Capital	\$3,599,225.00	\$3,599,225.00	\$3,599,225.00	N/A	Three (3) Years Start: 08/01/2023 End: 07/31/2026	N/A
	<p>For additional information contact: Nickolas Dambrose</p> <p>This award piggybacks off of the public contract #OMNIA ESCR4 R210401 Tech Sol. Products/Services with CDWG which was competitively bid in 2019. This request is for a three (3) year subscription and accompanying software support for Cohesity DataProtect services. JEA's current backup systems include AvePoint, AvePoint Cloud(M365), Catalyst Object Backup, OCI (Only Oracle EBS currently) and Commvault with multiple, onsite HPE StoreOnce Appliances as the primary data repository with the exception of the cloud based services. The varied existing backup solutions other than Cohesity are disjointed in administration and limited in capability. In order to mitigate these deficiencies, the new Cohesity Platform has been chosen.</p> <p>This project will build out the new hybrid-cloud infrastructure and consolidate all existing backup platforms into the single solution. It is expected to take the remainder of FY23 and all of FY24 for full deployment and conversion of all backup systems. The price for the licensing and support has been fixed for three years. When compared to the average annual increase, JEA saves four(4%) percent on the three year duration of this award. In addition, upon expiration of this award if JEA chooses to renew this award, the same pricing will be fixed for an additional three (3) years. The award amount is within budget and shall be capitalized and FY23. JEA utilized the GSA contract because the pricing is competitive and for improved speed to market.</p>										

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) IF Y, then list company name(s) (%; \$ - awarded)
Award #4 9/21/2023 Supporting Documents											
11	Contract Increase	1410621046 Galvanized Pipe Program Construction Services	Vu	Petticoat Schmitt Civil Contractors Inc.	Capital	\$8,008,000.00	\$7,000,000.00	\$15,008,000.00	None	Five (5) Years w/ Two (2) - 1 Yr. Renewals Start: 08/01/2022 End: 07/31/2027	Task Order Based, Future Task Orders will be reviewed for JSEB requirements prior to being issued to vendors.
<p>Last Awarded On: 06/30/2022 For Additional Information Contact: David King</p> <p>Petticoat-Schmitt was one of three contractors awarded unit price contracts for capital projects Petticoat-Schmitt developed through the Galvanized Pipe Replacement Program. Projects in this program replace existing water mains that have reached the end of their useful lives and are being proactively replaced to maintain service to JEA customers.</p> <p>Unit prices have not increased since the contract start date. This contract increase is necessary for covering planned work until the end of the contract term.</p>											
12	Developer Agreement	N/A - 2020-3267 2020-3267 Seaton Creek	Melendez	Lennar Homes, LLC / Jax Dirtworks, Inc.	Capital	\$2,340,810.76	N/A	\$2,340,810.76	N/A	Project Completion (Estimated February 2024)	N/A - Cost Participation
<p>Three (3) Bids Received by the Developer For Additional Information Contact: David King</p> <p>This is a private development project where JEA has identified improvements consistent with the JEA Cost Participation Policy and as such are eligible for reimbursement.</p> <p>The developer has followed JEA procurement directives by advertising and awarding to the lowest responsible bidder. The solicitation was advertised, and a pre-bid meeting was held on 09/16/2022. The developer requested bids for all the utility work and the project below the JEA estimate of \$2,612,728.60. The JEA estimate included the material, labor, and equipment. JEA is reimbursing in accordance with the cost participation policy and the bid amount is deemed reasonable. The Seaton Creek project (Aval. No. 2020-3267) will support the overall Seaton Creek Reserve Development which will consist of 800 single family residential units. This project is located within the District 2 (Cedar Bay Sewer Basin and the North Water Grid). Upon completion of the Northwest WRF, the sewer flows from this development will be redirected to the Northwest WRF. The project elements are comprised as follows: Install 2,760 feet of 16" transmission water main (44% JEA participation) and upsized onsite master lift station to a Class III lift station with a 1,600 gpm capacity.</p>											
13	RFP	1411026646 Lead and Copper Rule Revisions (LCRR) Development and Implementation Program	Young	CDM Smith, Inc.	Capital, O&M	\$2,533,680.00	N/A	\$2,533,680.00	N/A	Five (5) Years w/ Two (2) - 1 Yr. Renewals Start: 08/03/2023 End: 08/02/2028	N/A - Optional
<p>Advertised: 12/21/2022 Opened: 01/31/2023 Two (2) Proposals Received Public Evaluation Meeting: 03/02/2023 For Additional Information Contact: Dan Kruck</p> <p>The scope of work for this contract includes the development and implementation of a lead service line (LSL) database inventory and LSL Replacement program, program management, sampling and regulatory coordination, rule interpretation and overall compliance support with the requirements of the Lead Copper Rule Revision for JEA's water system which includes more than 400,000 water services connections.</p> <p>JEA contacted vendors that did not submit and they stated it was a specialty engineering/software regulatory work that did not fit their services offered. JEA reviewed the proposed cost and deemed them reasonable when compared to current contracts. JEA IT security has reviewed the software component of the contract and has approved via an exception form.</p>											
14	Invitation for Bid	1411251846 Generators FY24	McElroy	Zabatt Power Systems ACF Standby Systems, Inc.	Capital	\$3,701,187.85 \$716,334.00	N/A	\$3,701,187.85 \$716,334.00	N/A	Project Completion (Estimated: July 2024)	N/A - Optional
<p>Advertised: 05/25/2023 Opened: 07/06/2023 Three (3) Bids Received. For Additional Information Contact: Darriel Brown</p> <p>The scope of work for this contract is to obtain generator supply and installation services at the various locations detailed in the document titled Appendix B - Bid Workbook for lift stations throughout JEA's service territory (Duval, St. Johns, and Nassau counties).</p> <p>All Bidders have been pre-qualified by Facilities to provide generator equipment and installation services to JEA. The Bid Workbook requested pricing for fifteen (15) locations; each being unique with different size and site requirements. Zabatt was the lowest bidder for thirteen (13) of the sites and ACF was the lowest bidder for two (2) of the sites. The pricing was compared to previous bids and deemed reasonable. The award amount for remainder FY23 is listed at \$0.00 as all spend is planned for FY24.</p>											
15	Invitation to Negotiate (ITN)	1411180646 Heavy Duty Vehicle Maintenance	McElroy	Cumberland International Trucks Kenworth of Jacksonville, Inc. Tom Nehl Truck Company Ring Power Corporation	O&M	\$882,578.61 \$1,714,004.94 \$2,281,278.27 \$1,808,202.09	N/A	\$6,686,063.91	N/A	Three (3) Years, w/ Two (2) - 1 Yr. Renewals Start: 08/01/2023 End: 07/31/2026	N
<p>Advertised: 03/24/2023 Optional Pre-bid: 03/30/2023 Responses Opened 04/18/2023 Negotiation sessions conducted: 06/01/2023 BAFO responses opened: 06/13/2023 For additional information: Eddie Bayouth</p> <p>This Invitation to Negotiate (the "ITN") is for the maintenance and repair services for JEA's Heavy Duty Vehicle Fleet. Services include: preventative maintenance, corrective maintenance, yard checks, road calls to support JEA operations and ad-hoc services. 254 Heavy Duty Vehicles and 18 VaJet assets will be included in this program.</p>											

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% S - awarded)
Consent Agenda Action											
Committee Members in Attendance	Names	<u>Ted Phillips, Mark Stultz, David Emanuel</u>									
Motion by:	David Emanuel										
Second By:	Mark Stultz										
Committee Decision	Approved										
Consent and Regular Agenda Signatures											
Budget	Name/Title	<u>Stephanie M Healy</u>									
Awards Chairman	Name/Title	<u>Theodore B Phillips</u>									
Procurement	Name/Title	<u>JMM</u>									
Legal	Name/Title	<u>Rebecca Lavis</u>									

Award #4 9/21/2023 Supporting Documents

1411124446 SJRPP Substation Engineering Summary Evaluation Matrix									
#	Vendor Rankings	Heaton	Henderson	Duffy	Σ	Rank	Total Score	Proposal Price	Price Points
1	Birmingham Controls	66.1	63.6	68.1	198	4	65.9	\$ 13,944,750.00	44.1
2	Keltour	61.1	63.1	65.1	189	5	63.1	\$ 16,125,561.26	38.1
3	Kemco	89.0	90.0	81.0	260	1	86.7	\$ 10,238,879.00	60.0
4	PowerServe	72.1	69.1	76.1	217	3	72.4	\$ 13,934,676.00	44.1
5	SEL	82.5	83.5	89.5	255	2	85.2	\$ 11,071,493.00	55.5
#	Heaton	Quotation of Rates (60)	Design Approach (20 Points)	Experience (20 Points)		Total	Rank		
1	Birmingham Controls	44.1	8.0	14.0		66.1	4		
2	Keltour	38.1	8.0	15.0		61.1	5		
3	Kemco	60.0	11.0	18.0		89.0	1		
4	PowerServe	44.1	10.0	18.0		72.1	3		
5	SEL	55.5	12.0	15.0		82.5	2		
#	Henderson	Quotation of Rates (60)	Design Approach (20 Points)	Experience (20 Points)		Total	Rank		
1	Birmingham Controls	44.1	9.0	10.5		63.6	4		
2	Keltour	38.1	13	12.0		63.1	5		
3	Kemco	60.0	15.0	15.0		90.0	1		
4	PowerServe	44.1	12.0	13.0		69.1	3		
5	SEL	55.5	15.0	13.0		83.5	2		
#	Duffy	Quotation of Rates (60)	Design Approach (20 Points)	Experience (20 Points)		Total	Rank		
1	Birmingham Controls	44.1	12.0	12.0		68.1	4		
2	Keltour	38.1	12.0	15.0		65.1	5		
3	Kemco	60.0	7.0	14.0		81.0	2		
4	PowerServe	44.1	16.0	16.0		76.1	3		
5	SEL	55.5	16.0	18.0		89.5	1		
#	Overall Averages	Quotation of Rates (60)	Design Approach (20 Points)	Experience (20 Points)		Total			
1	Birmingham Controls	44.05	11.67	13.00		68.72			
2	Keltour	38.10	11.00	14.00		63.10			
3	Kemco	60.00	11.00	15.67		86.67			
4	PowerServe	44.09	12.67	15.67		72.42			
5	SEL	55.49	14.33	15.33		85.15			

Award #4 9/21/2023 Supporting Documents

1411214646 Addendum 1 Quotation of Rates Workbook						
#	Price Approach - For the Panel types listed below, for each line the Respondent shall include in the Unit Price, the cost of materials, components, manufacturing (including wiring, assembly, etc), factory acceptance and test. The panel Relay specific pricing will be added to the base panel price below on a cost + markup basis. The prices below for the base panel price shall be fixed for first year and subject to price adjustment, thereafter in accordance with the contract terms. Any field services ad hoc support shall be at the rate on line 4. Shipping shall either be the fixed price per panel or on a prepay and add basis, as approved by JEA.	Dwg - Ref.	UOM	Unit Price	Five Year Forecast Quantity	Total Price
1A	Cabinet Structure: Transformer Panel	Relay Cabinet Structure	Each	\$ 44,646.00	6	\$ 267,876.00
1B	Cabinet Structure: Transformer Low Side Panel	Relay Cabinet Structure	Each	\$ 46,146.00	6	\$ 276,876.00
1C	Cabinet Structure: Feeder Panel	Relay Cabinet Structure	Each	\$ 22,429.00	4	\$ 89,716.00
1D	Cabinet Structure: Integration Panel	Relay Cabinet Structure	Each	\$ 38,738.00	3	\$ 116,214.00
1E	Cabinet Structure: Line Panel	Relay Cabinet Structure	Each	\$ 40,138.00	26	\$ 1,043,588.00
1F	Cabinet Structure: Bus Panel	Relay Cabinet Structure	Each	\$ 32,549.00	5	\$ 162,745.00
1H	Shipping cost on a per Cabinet Structure Basis	Relay Cabinet Structure	Each	\$ 220.00	50	\$ 11,000.00
2A	Open Rack Structure: High Voltage Bus Panel	Relay Open Rack Structure	Each	\$ 17,478.00	29	\$ 506,862.00
2B	Open Rack Structure: Low Voltage Bus Panel	Relay Open Rack Structure	Each	\$ 11,040.00	4	\$ 44,160.00
2C	Open Rack Structure: Transformer Panel	Relay Open Rack Structure	Each	\$ 17,198.00	39	\$ 670,722.00
2D	Open Rack Structure: Transformer Low Side Panel	Relay Open Rack Structure	Each	\$ 36,644.00	31	\$ 1,135,964.00
2E	Open Rack Structure: Line Panel	Relay Open Rack Structure	Each	\$ 23,224.00	36	\$ 836,064.00
2F	Open Rack Structure: Feeder Panel	Relay Open Rack Structure	Each	\$ 14,555.00	8	\$ 116,440.00
2G	Open Rack Structure: Capacitor Bank Panel	Relay Open Rack Structure	Each	\$ 26,865.00	20	\$ 537,300.00
2H	Open Rack Structure: High Voltage Breaker Panel	Relay Open Rack Structure	Each	\$ 17,928.00	59	\$ 1,057,752.00
2I	Open Rack Structure: Integration Panel	Relay Open Rack Structure	Each	\$ 26,000.00	14	\$ 364,000.00
2J	Shipping cost on a per Open Rack Structure Basis	Relay Open Rack Structure	Each	\$ 220.00	240	\$ 52,800.00
3	Materials Mark up - For Relays (Only Relays for control panels will be allowed to processed with a cost plus mark up approach	Relays FOR PANELS	Percent Markup	10%	\$2,000,000	\$ 2,200,000.00
4	On Site - Electrician or Field Technician (Site visits, measurements, trouble shooting, testing, additional field wiring) The rates on this line will be utilized for any work above and beyon and the fixed scope lines above	Hourly Rate	Hour	\$ 180.00	4160	\$ 748,800.00
5 Year Total Bid Price (Transfer this total to the Response Form)						\$ 10,238,879.00

Price Adjustment - For all unit price rates listed on this sheet the Bidder may request a CPI price adjustment Annually in accordance with price adjustment clause in the contract

Award #4 9/21/2023 Supporting Documents

General Material List for Reference. The cost of the Materials below, except the relays, shall be included in the Unit price of the Structure / Panel listed on the "Base Panel" tab

ITEM	PART NUMBER	MANUFACTURER	DESCRIPTION - Bidder shall provide unit price including installation into the project specific panel.
1	0487B1X4X52CX0EH9EEEX	SEL	RELAY, SEL-487, STANDARD FIRMWARE, 48/125 VDC OR 120 VAC POWER SUPPLY, TWO 10/100BASE-T CONNECTORS, 125 VDC MAINBOARD INPUT VOLTAGE, HORIZONTAL RACK MOUNT, 9RU, KEY CODE 9023
2	78PB07D	ELECTROSWITCH	LOCKOUT RELAY, SERIES 24, 125 VDC, 7 DECKS, WITH ONE RED AND ONE GREEN LED.
3	116B6708G7-C	G.E.	INDICATING LIGHT, TYPE ET-16, 70VAC, 750 OHM RESISTOR, WITH CLEAR LENS.
4	BSD-1118-026	LEDTRONICS	BULB, LED BASED, WHITE,
5	116B6708G3-C	G.E.	INDICATING LIGHT, TYPE ET-16, 125VDC, 2000 OHM RESISTOR, WITH CLEAR LENS
6	BSD-1118-026	LEDTRONICS	BULB, LED BASED, WHITE,
7	FRXG-014-014-014	ABB	TEST SWITCH, TYPE FT-19R, 3RU LO, 30 POLE, 12 POTENTIAL 18 CURRENT SHORTING ARRANGED (P P P C-C C-C C-C P) (P P P C-C C-C C-C P) (P P P C-C C-C C-C P)
8	FRXG-014-001-001	ABB	TEST SWITCH, TYPE FT-19R, 3RU LO, 30 POLE, 24 POTENTIAL 6 CURRENT SHORTING ARRANGED (P P P C-C C-C C-C P) (P P P P P P P P P P) (P P P P P P P P P P)
9	FRXG-001-001-001	ABB	TEST SWITCH, TYPE FT-19R, 3RU LO, 30 POLE, 30 POTENTIAL 6 CURRENT SHORTING ARRANGED (P P P P P P P P P P) (P P P P P P P P P P) (P P P P P P P P P P)
10	C627-80	SEL	ETHERNET CABLE, RJ-45 CONNECTORS ON BOTH ENDS, 80 FEET.
11	EB27B04S	G.E.	TERMINAL BLOCK, EB-27, 4 CIRCUIT SHORTING TYPE, 600 VOLT, 30 AMP.
12	1512	MARATHON	TERMINAL BLOCK, 12 POLE, 600 VOLT, 30 AMP.
13	C953-25	SEL	CABLE, SELC953, COAX RG58, WITH BNC CONNECTORS ON BOTH ENDS, (25 FT)
14	C953-70	SEL	CABLE, SELC953, COAX RG58, WITH BNC CONNECTORS ON BOTH ENDS, (70 FT)
15	240-1801	SEL	CONNECTOR, BNC T, FEMALE, FEMALE, MALE.
16	F30A1S	MARATHON	FUSE BLOCK, 1-POLE, 30AMP, 250 VOLT, CLASS H.
17	NON6	BUSSMAN	FUSE, TYPE NON, ONE-TIME, CLASS H, 6A.
18	F30A1S	MARATHON	FUSE BLOCK, 1-POLE, 30AMP, 250 VOLT, CLASS H.
19	NON15	BUSSMAN	FUSE, TYPE NON, ONE TIME, 15A.
20	F30A2S	MARATHON	FUSE BLOCK, 2-POLE, 30 AMP, 250 VOLT, CLASS H.
21	NON10	BUSSMAN	FUSE, TYPE NON, ONE-TIME, CLASS H, 10A.
22	RL8512	MFR.	LAMP HOLDER, PLASTIC KEYLESS TO FIT ON 4 X 4 HANDY BOX. FOR USE WITH LIGHT GUARD.
23	1465Y-SP	COOPER	GUARD, PLASTIC FOR LIGHT SOCKET.
24	FLE15HT3/2/827	G.E.	BULB, COMPACT FLUORESCENT,60 WATT, 120 VOLT.
25	QB0002	MFR.	HANDY BOX, GALVANIZED, 4 X 4, WITH 1/2" KNOCKOUTS, 1 1/2" DEEP. DRAWN

Award #4 9/21/2023 Supporting Documents

General Material List for Reference. The cost of the Materials below, except the relays, shall be included in the Unit price of the Structure / Panel listed on the "Base Panel" tab

<u>ITEM</u>	<u>PART NUMBER</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION</u> - Bidder shall provide unit price including installation into the project specific panel.
26	BZ-2RN702	HONEYWELL	DOOR SWITCH, PLUNGER TYPE, 15A @ 600 V.
27	CR15I	HUBBELL	DUPLEX RECEPTACLE, 3-WIRE GROUNDING, 15A, 120 VAC, IVORY.
28	58361 1/2	T&B	HANDY BOX, DRAWN, GALVANIZED, 2 X 4, 1-7/8 DEPTH, WITH 1/2" KNOCKOUTS.
29	0619	T&B	COVER PLATE, GALVANIZED FOR A SINGLE DUPLEX RECEPTACLE, TO FIT ON A 2 X 4 UTILITY BOX.
30	OS1208-150B	VULCAN	STRIP HEATER, 150 WATTS, 8" LENGTH, 5/16" STEEL SHEATH, 240 VAC, 12.2 WATTS PER SQUARE INCH, GRAINGER STOCK NUMBER 4E259.
31	4CZ52	HONEYWELL	THERMOSTAT, HEATING ONLY, SPST, CLOSSES ON TEMPERATURE DROP, RANGE 50-80 DEGREES F, DUAL-DIAPHRAM TYPE, LINE VOLTAGE.
32	T305 CW	MFR.	HANDLE, "T" TYPE, LOCKING, SATIN CHROME
33	04515615XC0X4H78484XX	SEL	RELAY, SEL-451, STANDARD FIRMWARE, 125/250 VDC OR 120/240 VAC POWER SUPPLY, TWO 10/100BASE-T CONNECTORS, 125 VDC MAINBOARD INPUT VOLTAGE, HORIZONTAL RACK MOUNT, 5RU, KEY CODE 4802.
33a	0451561EXC0X4H374XXXX	SEL	Overcurrent/Reclosing Relay-SEL Type 451, 125 VDC, Horizontal Rackmounted Style SEL-0451561EXC0X4H374XXXX
34	041111X6X5C6CCXH624E4E4	SEL	RELAY, SEL-411, STANDARD PLUS SUB-CYCLE DISTANCE ELEMENTS, SERIES COMPENSATION LOGIC AND TRAVELING WAVE FAULT LOCATION FIRMWARE, 125/250 VDC OR 120/240 VAC POWER SUPPLY, FOUR 10/100BASE-T CONNECTORS, 125 VDC INPUT VOLTAGE, HORIZONTAL RACK MOUNT, 6RU, KEY CODE 7194
35	04214615XC0X4H75X5XXX	SEL	RELAY, SEL-421, STANDARD FIRMWARE, 125/250 VDC OR 120/240 VAC POWER SUPPLY, TWO 10/100BASE-T CONNECTORS, 125 VDC MAINBOARD INPUT VOLTAGE, HORIZONTAL RACK MOUNT, 5RU, KEY CODE 5982
36	116B6708G3-R	G.E.	INDICATING LAMP, TYPE ET-16, 125-VDC, 2000-OHM RESISTOR WITH RED LENS CAP.
37	BSD-1118-001	LEDTRONICS	BULB, LED BASED RED.
38	116B6708G3-G	G.E.	INDICATING LAMP, TYPE ET-16, 125-VDC, 2000-OHM RESISTOR WITH GREEN LENS CAP.
39	BSD-1118-006	LEDTRONICS	BULB, LED BASED GREEN.
40	APP-601-D-09A-24E-4	APP ENGINEERING	DFR, TYPE APP-601 DAU CHASSIS, INCLUDES: SLOT 1,2,3,-ANALOG 1/P CARD SLOT 7 - DSP INPUT CARD SLOT 8,9 - DI CARD WITH IV SLOT 10 - DI CARD WITH EV SLOT 12- ALARM OUTPUT CARD APP-00037 - 6 AWG GROUND ASSEMBLY, 10 FOOT.

General Material List for Reference. The cost of the Materials below, except the relays, shall be included in the Unit price of the Structure / Panel listed on the "Base Panel" tab

<u>ITEM</u>	<u>PART NUMBER</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION</u> - Bidder shall provide unit price including installation into the project specific panel.
41	376A1127G1X2	G.E.	CONTROL SWITCH, CIRCUIT BREAKER, TYPE SB10, TWO STAGES ROTARY CONTACTS AND TWO STAGES OF LATERAL CONTACTS, SPRING RETURN TO NORMAL FROM TRIP AND CLOSE, PULL OUT POSITION MAINTAINED, NO ROTARY MOVEMENT IN THE PULL-OUT POSITION, WITH TARGET ESCUTCHEON, LARGE PISTOL GRIP HANDLE. ENGRAVING INFO: CK PLT: PULL OUT FOR SUPV POS 1: TRIP POS 2: (BLANK) POS 3: CLOSE
42	376A1127G1X2	ABB	TEST SWITCH, TYPE FT-19R, 30 POLE, 22 POTENTIAL, 8 CURRENT SHORTING, ARRANGED AS FOLLOWS: (C-C C-C C-C C-C P P) + (P P P P P P P P P P) + (P P P P P P P P P P).
43	FRXG-014-014-001	ABB	TEST SWITCH, TYPE FT-19R, 3RU LO, 30 POLE, 12 POTENTIAL 18 CURRENT SHORTING ARRANGED (P P P C-C C-C C-C P) (P P P C-C C-C C-C P) (P P P P P P P P P P).
44	C953-006	SEL	CABLE, SELC953, COAX RG58U, FOR CONNECTING SEL-2020 TO SYNC CLOCK.
45	F30A2S	MARATHON	FUSE BLOCK, 2-POLE, 30 AMP, 250 VOLT, CLASS H.
46	NON30	BUSSMAN	FUSE, TYPE NON, ONE TIME, 30 AMP.
47	F30A3S	MARATHON	FUSE BLOCK, 3-POLE, 30 AMP, 250 VOLT, CLASS H.
48	NON6	BUSSMAN	FUSE, TYPE NON, ONE-TIME, CLASS H, 6A.
49	129A514G01	ABB	TEST SWITCH, TYPE FT-1, 10-POLE, 4-POTENTIAL AND 6-CURRENT.
50	100-60-10-V3-D2-485P-X	ELECIND	METER, DIGITAL DISPLAY, SHARK 100. WITH COMMUNICATION.
51	M2001C-6SLAF	Beckwith	Voltage Regulating Relay-Panel mounted, 125 VDC, Beckwith Electric Type M2001C-6SLAF with MOD-467 firmware, fiber optic, RS485 and RS 232 communication ports & DNP3 protocol, with M-2025B current loop interface to be used with M2001C and M2067 panel adaptor.
52	0487E3X411XXC0X4H78484X	SEL	RELAY, SEL-487, STANDARD WITH VOLTAGE, FREQUENCY, DIRECTIONAL OVERCURRENT, AND VOLTS-PER-HERTZ ELEMENTS FIRMWARE, 48/125 VDC OR 120 VAC POWER SUPPLY, TWO 10/100BASE-T CONNECTORS, 125 VDC MAINBOARD INPUT VOLTAGE, HORIZONTAL RACK MOUNT, 7RU, KEY CODE 7535
53	252301H13A0A0XX	SEL	SEL-2523 ANNUNCIATOR PANEL WITH COMMUNICATIONS; STANDARD FIRMWARE; 125/250 VDC OR VAC POWER SUPPLY; HORIZONTAL RACK MOUNT, 5U; 2 EIA-232 REAR PORTS, 1 EIA-232 FRONT PORT, COMMUNICATIONS OPTIONS; STANDARD PLUS DNP 3.00 LEVEL 2 SLAVE, SERIAL COMMUNICATIONS PROTOCOLS; EIA-232 OR EIA-485 SERIAL COMMUNICATION AUXILIARY CARD; 125 VDC OR VAC CONTROL INPUT VOLTAGE; NONE CONFORMAL COATED CIRCUIT BOARDS;

Award #4 9/21/2023 Supporting Documents

General Material List for Reference. The cost of the Materials below, except the relays, shall be included in the Unit price of the Structure / Panel listed on the "Base Panel" tab

<u>ITEM</u>	<u>PART NUMBER</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION</u> - Bidder shall provide unit price including installation into the project specific panel.
54	2730M0ARAA1111AAAAX0	SEL	ETHERNET SWITCH, MANAGED, RACK MOUNT, 125/250 VDC POWER SUPPLY A, 125/250 VDC POWER SUPPLY B, 16 10/100BASE-T PORTS 9-24, NO CONFORMAL COAT.
55	SEL 24070001B	SEL	CLOCK, SATELLITE SYNCHRONIZED, GPS ANTENNA (235-0113), 19" HORIZONTAL RACK MOUNT WITH BRACKET, TYPE SEL-2407
55	24880RAA1181BX23X	SEL	SEL-2488 Satellite-Synchronized Network Clock - SEL Type 2488, Horizontal Rackmounted, GPS/GLONASS Antenna (SEL-9524B), 50ft LMR-400 cable (SEL-C961-050), Gas Tube Coaxial Surge Protector and Mounting Kit (915900139), 25ft LMR-400 cable (SEL-C961-025), Antenna Pipe- Mounting Kit (915900043) Style 24880RAA1181BX23X
56	3555-H7H4	SEL	RELAY, SEL-3555, INTEL I7-3612QE QUAD CORE 2.1GHZ PROCESSOR, 125/250 VDC OR 120/240 VAC POWER SUPPLY, TWO RJ-45 10/100/1000, TWO SFP FIBER PORTS, HORIZONTAL RACK MOUNT, 3RU
56	3555=JHF6		Communication Processor, SEL Type 3555 (RTAC), 125 Vdc, Horizontal rackmounted
57	91610028	SEL	MONITOR, TOUCHSCREEN, 19", WITH A 19" RACK MOUNT BRACKET.
58	91610050	SEL	KEYBOARD/DRAWER, USB, 19" RACK MOUNTED SLIDE OUT, WITH MOUSE.
59	APP-501-00A-00E-0	APP ENGINEERING	COMPUTER, APP-501 DAU CHASSIS, INCLUDES: COMPUTER POWER CABLE CAT5E ETHERNET CABLE APP00037 6 AWG GROUND ASSEMBLY, 10 FOOT SPARE HARD DRIVE (3) SYSTEM INSTURCTION MANUALS & DRAWINGS.
60	C627-10	SEL	CABLE, RJ-45.
61	C627-70	SEL	ETHERNET CABLE, RJ-45 CONNECTORS ON BOTH ENDS, 70 FEET.
62	APP00610	APP ENGINEERING	ETHERNET SWITCH, 16 COPPER PORTS, ALARM OUTPUT TERMINAL BLOCK AND DUAL 125 VDC POWER SUPPLY. LED'S ON FRONT AND PORTS ARE REAR FACING, 19" RACK MOUNT.
63	C627-6	SEL	CAT5E 6FT CABLE, FOR USE WITH SEL-3351. CAT5E 6FT CABLE, FOR USE WITH SEL-2890
64	C605A-006	SEL	CABLE, SERIEAL CABLE, RJ-45 - DB9, 6' LONG, KEY CODE 2332
64a	C605A-050	SEL	Serial Cable, RJ45 to RS232, 50 feet in length
65	3610XHA0XXX0	SEL	RELAY, SEL-3610 PORT SERVER WITH COMMUNICATIONS; 2 10/100 BASE-T ETHERNET PORTS; 125/250VDC OR 120/240VAC POWER SUPPLY, NONE CONFORMAL COATED CIRCUIT BOARDS, 1RU
66	116B6708G5-C	G.E.	Indicating Light-GE Type ET-16, 120 VAC, with clear lens, 1900 ohm resistor
67	BSD-1118-026	LEDTRONICS	Bulb, LED based White

Award #4 9/21/2023 Supporting Documents

General Material List for Reference. The cost of the Materials below, except the relays, shall be included in the Unit price of the Structure / Panel listed on the "Base Panel" tab

<u>ITEM</u>	<u>PART NUMBER</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION</u> - Bidder shall provide unit price including installation into the project specific panel.
68	0487V0X6151XC0X4H58484X	SEL	Capacitor Bank Protection Relay-SEL Type 487V, 125 VDC, Horizontal Rackmounted
69	APP-601-D-09A-24E-2-4	APP ENGINEERING	DFR Acquisition Unit, 125 Vdc, Horizontal rackmounted, Slot 1,2,3 with analog card, Slot 7 with DSP card, Slot 8,9 DI card with IV, Slot 10 DI card with EW and APP-00037 ground assembly, 10 foot
70	APP-601-D-18A-24E-0-4	APP ENGINEERING	DFR Acquisition Unit, 125 Vdc, Horizontal rackmounted, Slot 1,2,3,4,5,6 with analog card, Slot 7 with DSP card, Slot 8,9 DI card with IV, Slot 10, 11 DI card with EW, Slot 12 alarm card and APP-00037 ground assembly, 10 foot
71	APP-601-C501-00A-00E-W7	APP ENGINEERING	DFR Computer, 125 Vdc, Horizontal rackmounted, with Computer, Power Cable, Cat5E Ethernet Cable, Spare Hard Drive, APP00088 Programming Cable and APP-00037 ground assembly, 10 foot
72		G.E.	27kV Breaker Control Switch, GE Type SB1, Style Number 16SB1 AB300SS16L
73		G.E.	Transformer Raise/Lower Switch, GE Type SB10, Style Number 16SB10127A7118G1X16
74	FRXG-083-001-001	ABB	ABB Type FT-1 Test Switch, Rackmounted
75	FX3G-014-014-001	ABB	ABB Type FT-1 Test Switch, Rackmounted
76	2814M0	SEL	Transceivers
77	C808G020SS10020	SEL	Fiber Cable with ST connector on both ends, 20 meters
78	C478A-6	SEL	SEL Cable C478A-6, 10 Feet in length including 1 Spare
79	C808G020SS10050	SEL	Heavy Duty MM Fiber Cable with ST connector on both ends, 50 meters
80	C808G020SS10010	SEL	Heavy Duty MM Fiber Cable with ST connector on both ends, 10 meters
81	CA605	SEL	Ethernet Cable, 10 feet in length
82	CA605	SEL	Ethernet Cable, 50 feet in length
83	C605A	SEL	Serial Cable, RJ45 to RS232, 10 feet in length
84	S7650U1C0B6F1A0A	SCHNEIDER	Power Measurements ION 7650 Transducer Meter without display
85	1250B-1-S-120	SCHNEIDER	Tap Position Indicator, INCON type 1250B with +/- 1 mA analog outputs, 120 VAC line voltage, RS232 port with DB-25 connector & cable, with 1280 surge protector module
86	CS115I	HUBBELL	Switch, Single Pole, 15a, 120/277 Volts, Handy Box, 2" X 4", 1-7/8" Depth, 1/2" Knockouts, Cover Plate, for single toggle switch, fits on 2" X 4" Handy Box
87	78PB12D	ELECTROSWITCH	LOCKOUT RELAY, SERIES 24, 125 VDC, 12 DECKS, WITH ONE RED AND ONE GREEN LED.

Subtotal Component Pricing

Submit the Response an electronic pdf in accordance with the procedures in the solicitation.

Company Name: KEMCO Industries, LLC _____

Company's Address: 70 Keyes Court, Sanford, FL 32773 _____

License Number: _____

Phone Number: 407-322-1230 _____ FAX No: 407-322-1230 _____ Email Address: agriffin@kemco.com _____

BID SECURITY REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond Five Percent (5%)	TERM OF CONTRACT <input type="checkbox"/> One Time Purchase <input checked="" type="checkbox"/> Term - Five (5) Years w/Two (2) – 1Yr Renewals <input type="checkbox"/> Other, Specify - Project Completion
---	---

SAMPLE REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	SECTION 255.05, FLORIDA STATUTES CONTRACT BOND <input checked="" type="checkbox"/> None required <input type="checkbox"/> Bond required 100% of Bid Award
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QUANTITIES <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.	INSURANCE REQUIREMENTS <p style="text-align:center">Insurance required</p>
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PAYMENT DISCOUNTS
 1% 20, net 30
 2% 10, net 30
 Other _____
 None Offered

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES:	TOTAL BID PRICE
1	Total Bid Price from the Total in the Bid Workbook	\$10,238,879.00 _____

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

1 through _4_


 Handwritten Signature of Authorized Officer of Company or Agent

5/23/23
 Date

Anthony Griffin – Director of Projects _____
 Printed Name and Title

Award #4 9/21/2023 Supporting Documents

FY23	FY24	FY25	FY26	FY27	FY28
	\$53,544.00				
		\$98,465.00			
		\$152,839.00			
		\$124,685.00			
	\$306,686.00				
			\$835,092.00		
			\$907,522.00		
			\$398,112.00		
		\$361,248.00			
		\$361,248.00			
				\$361,248.00	
		\$361,248.00			
		\$361,248.00			
			\$478,444.00		
				\$313,274.00	
					\$367,676.00
				\$435,623.00	
			\$73,127.00		
			\$85,224.00		
	\$170,705.00	\$170,705.00	\$170,705.00	\$170,705.00	\$170,706.00
	\$149,760.00	\$149,760.00	\$149,760.00	\$149,760.00	\$149,760.00
	\$194,067.00	\$584,202.00	\$846,288.00	\$389,437.00	\$186,006.00
\$0.00	\$874,762.00	\$2,725,648.00	\$3,944,274.00	\$1,820,047.00	\$874,148.00

Award #4 9/21/2023 Supporting Documents

\$53,544.00
\$98,465.00
\$152,839.00
\$124,685.00
\$306,686.00
\$835,092.00
\$907,522.00
\$398,112.00
\$361,248.00
\$361,248.00
\$361,248.00
\$361,248.00
\$361,248.00
\$478,444.00
\$313,274.00
\$367,676.00
\$435,623.00
\$73,127.00
\$85,224.00
\$853,526.00
\$748,800.00
\$2,200,000.00
\$0.00
\$0.00
\$0.00
\$0.00
\$10,238,879.00

Date	Event
7/20/2023	Original Award
	10% increase
	New NTE
	This Increase
	New NTE

Award #4 9/21/2023 Supporting Documents

Tracking Amount	
\$	10,238,879.00
\$	-
\$	10,238,879.00
\$	-
\$	10,238,879.00

Award #5 9/21/2023 Supporting Documents

	\$ 11,020,051.91
Labor	\$ 6,554,164.77
Equipment & other costs	\$ 4,465,887.14

	FY23	FY24	FY25	FY26	FY27	FY28
Personnel						
971000 OM1	7	\$ 737,266.43	\$ 763,070.75	\$ 631,822.58	\$ 653,936.37	\$ 676,824.15
62000 Supplemental Workforce	1	\$ 319,300.00	\$ 328,879.00	\$ 790,405.86	\$ 814,118.04	\$ 838,541.58
	8					

5 year		
\$	3,462,920.29	Costs assume adding two more employees bringing
\$	3,091,244.48	total to 10. We may or may not do, which we don't
\$	6,554,164.77	do, shows inflated spend.

Heavy Equipment Maintenance - Annual Annual Est.

	Hours	Actual Costs	Projected	Projected	Projected	Projected	Projected
17000 980G	24000	\$ 16,500.00	\$ 17,510.00	\$ 18,035.30	\$ 18,576.36	\$ 19,133.65	\$ 19,707.66
17000 980K	16000	\$ 2,500.00	\$ 17,510.00	\$ 18,035.30	\$ 18,576.36	\$ 19,133.65	\$ 19,707.66
17000 980M	9000	\$ 13,875.00	\$ 17,510.00	\$ 18,035.30	\$ 18,576.36	\$ 19,133.65	\$ 19,707.66
15000 Dozer D6	5000	\$ 62,500.00	\$ 15,450.00	\$ 15,913.50	\$ 16,390.91	\$ 16,882.63	\$ 17,389.11
8000 RM300	3500	\$ -	\$ 8,240.00	\$ 8,487.20	\$ 8,741.82	\$ 9,004.07	\$ 9,274.19
5000 12H	6500	\$ -	\$ 5,150.00	\$ 5,304.50	\$ 5,463.64	\$ 5,627.54	\$ 5,796.37
20000 349E	9300	\$ 15,000.00	\$ 20,600.00	\$ 21,218.00	\$ 21,854.54	\$ 22,510.18	\$ 23,185.48
10000 305E	2700	\$ 6,250.00	\$ 10,300.00	\$ 10,609.00	\$ 10,927.27	\$ 11,255.09	\$ 11,592.74
12000 Track Mobile		\$ 12,500.00	\$ 12,360.00	\$ 12,730.80	\$ 13,112.72	\$ 13,506.11	\$ 13,911.29
5000 Water Truck	(2007 MY)		\$ 5,150.00	\$ 5,304.50	\$ 5,463.64	\$ 5,627.54	\$ 5,796.37
10000 Dump trucks (2)	Currently Rent		\$ 10,300.00	\$ 10,609.00	\$ 10,927.27	\$ 11,255.09	\$ 11,592.74
5000 F750 Fuel Truck			\$ 5,150.00	\$ 5,304.50	\$ 5,463.64	\$ 5,627.54	\$ 5,796.37
5000 Small Mobile Equipment			\$ 5,150.00	\$ 5,304.50	\$ 5,463.64	\$ 5,627.54	\$ 5,796.37
Totals		\$ 129,125.00	\$ 150,380.00	\$ 154,891.40	\$ 159,538.14	\$ 164,324.29	\$ 169,254.01

\$	92,962.97	We budget \$320,000 annually for repairs to the
\$	92,962.97	heavy equipment in both BSA and MH. Typically we
\$	92,962.97	spend close to 100% of our repair budget in any
\$	82,026.15	given year. BSA has more equipment than MH. A
\$	43,747.28	rough ball park estimate is probably closer to
\$	27,342.05	\$180K/yr on the BSA equipment and not even
\$	109,368.20	50/50 split between it and MH. In FY23 we have
\$	54,684.10	averaged \$27,300/mo combined between MH and
\$	65,620.92	BSA Equip. Every year we tend to have a one off
\$	27,342.05	expensive repair on at least one machine.
\$	54,684.10	
\$	27,342.05	
\$	27,342.05	
\$	798,387.84	

Heavy equipment replacement cost (purchase)

550000 349E / 6 YEARS	\$ -	\$ -	\$ 99,916.67	\$ 99,916.67	\$ 99,916.67
663000 980G / 5 YEARS	\$ -	\$ -	\$ 144,534.00	\$ 144,534.00	\$ 144,534.00
663000 980M / 5 YEARS	\$ -	\$ -	\$ -	\$ -	\$ -
663000 980K / 5 YEARS	\$ 136,578.00	\$ 136,578.00	\$ 136,578.00	\$ 136,578.00	\$ 136,578.00
675000 Dozer D6 / 7 YEARS	\$ -	\$ -	\$ 105,107.14	\$ 105,107.14	\$ 105,107.14
850000 RM300 / 7 YEARS	\$ -	\$ -	\$ -	\$ -	\$ -
500000 12H / 7 YEARS	\$ -	\$ -	\$ -	\$ -	\$ -
120000 305E / 5 YEARS	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00
325000 Water Truck	\$ -	\$ 49,214.29	\$ 49,214.29	\$ 49,214.29	\$ 49,214.29
\$169,000 e Dump Truck (2) (in lieu of a 730)	\$ 48,285.71	\$ 48,285.71	\$ 48,285.71	\$ 48,285.71	\$ 48,285.71
175000 F750 Fuel Truck	\$ -	\$ -	\$ -	\$ -	\$ -
550000 Track Mobile / 7 YEARS	\$ -	\$ -	\$ -	\$ 95,071.43	\$ 95,071.43
100000 Portable Conveyor /10 YEARS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00

\$	299,750.00	Note that costs reflect full replacement over
\$	433,602.00	rebuild/overhauls. Rebuilds and overhauls can vary
\$	-	widely depending on the extent of the rebuild -
\$	682,890.00	engine/motor only, or harnesses and hydraulics,
\$	315,321.43	etc. included. Rebuilds costs typically between
\$	-	about 1/2 - 2/3 the cost of new.
\$	-	
\$	120,000.00	
\$	196,857.14	
\$	241,428.57	
\$	-	
\$	190,142.86	
\$	50,000.00	
\$	2,529,992.00	

Heavy equipment cost rental/month

21400 349E Rental/Month	\$ 64,200.00	\$ 64,200.00	\$ 64,200.00	\$ -	\$ -
17000 730 truck Rental/Month	\$ 102,000.00	\$ -	\$ -	\$ -	\$ -
8300 980 Rental/month	\$ 49,800.00	\$ 16,600.00	\$ 49,800.00	\$ -	\$ -
11130 Dozer D6 Rental/Month	\$ 33,390.00	\$ 55,650.00	\$ -	\$ -	\$ -
23635 RM300 Rental/Month	\$ -	\$ -	\$ -	\$ 70,905.00	\$ 141,810.00
10600 12H Rental/Month	\$ -	\$ -	\$ -	\$ -	\$ -
3500 305E Rental/Month	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ -
13000 Track Mobile Rental/Month	\$ -	\$ 39,000.00	\$ 52,000.00	\$ 65,000.00	\$ -
5000 Water truck	\$ 60,000.00	\$ 30,900.00	\$ -	\$ -	\$ -

\$	192,600.00	Rental costs are difficult to project. As equipment is
\$	102,000.00	replaced rental needs should decrease. Rental is
\$	116,200.00	also somewhat variable based on disposal method
\$	89,040.00	each year. There are also alternatives that may be
\$	212,715.00	cheaper.
\$	-	
\$	14,000.00	
\$	156,000.00	
\$	90,900.00	
\$	973,455.00	

Maintenance for grounds

25000 Supplies	\$ 25,750.00	\$ 26,522.50	\$ 27,318.18	\$ 28,137.72	\$ 28,981.85
5000 Office and Building Maintenance	\$ 5,150.00	\$ 5,304.50	\$ 5,463.64	\$ 5,627.54	\$ 5,796.37

\$	136,710.25
\$	27,342.05
\$	164,052.30

**BID RESPONSE FORM
BYPRODUCT STORAGE AREA (BSA) SERVICES
Solicitation # 1411285246**

Week Rates	Description	Forecast Weeks	Weekly Rate	Extended Price
Labor Standard Week Rate (LSWR)	Bidder Provide Listing of Personnel to perform the Work as described in the Solicitation	260	\$ 35,876.00	\$ 9,327,760.00
Equipment Standard Week Rate for Equipment (ESWR)	Bidder Provide weekly rate for providing equipment listed in the Appendix A Technical Specification (Not Rental Equipment)	260	\$ 18,350.81	\$ 4,771,211.06
Total Bid Price (Enter this this total on line 1 of the Bid Form):				\$14,098,971.06

(Ad Hoc or Extended Hours - Below)					
Hourly Rates - Identified Labor Rates	Labor Classification - for Ad Hoc or Extended Hours as Authorized by JEA Contract Admin	Forecast Hours	Straight Time Hourly Rates	Extended Price	
Total Evaluated Bid Price:					

Type	Description	Forecast Weeks	Weekly Rate
Option	One (1) Titan track mobile machine	260	\$9,156.00

Award #5 9/21/2023 Supporting Documents

Week Rates	Description	Forecast Weeks	Week Rate for Labor	Extended Price
Labor Standard Week Rate (LSWR)	Bidder Provide Listing of Personnel to perform the Work as described in the Solicitation	260	\$ 35,876.00	\$ 9,327,760.00
Equipment Standard Week Rate for Equipment (ESWR)	Bidder Provide weekly rate for providing equipment listed in the Appendix A Technical Specification (not rental equipment)	260	\$ 18,350.81	\$ 4,771,210.60
Total Bid Price (Enter this this total on line 1 of the Bid Form)				\$14,098,970.60
(Ad Hoc or Extended Hours - Below)				
Hourly Rates - Identified Labor Rates	Labor Classification - for Ad Hoc or Extended Hours as Authorized by JEA Contract Admin	Forecast Hours	Straigh Time Hourly Rates	Extended Price
	Site Supervisor	500	\$0.00	\$0.00
	Equipment Operator	500	\$0.00	\$0.00
	Laborer	500	\$0.00	\$0.00
	Two (2) Volvo articulating dump trucks (backup for rail cars)		\$ 13,371.05	
	One (1) Cat 12H grader (required if we'll increase pile)		\$ 3,960.00	
	One (1) Cat RM400 reclaimer (if required to move ash off hill)		\$ 7,833.60	
	One (1) mobile conveyor (enclosed w/dust collector)		\$ 1,368.83	
	One (1) Titan track mobile machine		\$ 9,156.00	
	One (1) mobile conveyor (enclosed w/dust collector)		\$ 1,368.83	
One (1) Titan track mobile machine		\$ 9,156.00		
Total Evaluated Bid Price				\$ 14,098,970.60

Two (2) Volvo articulating dump trucks \$ 13,371.05
 One (1) Cat 12H grader (required if we' \$ 3,960.00
 One (1) Cat RM400 reclaimer (if require \$ 7,833.60
 One (1) mobile conveyor (enclosed w/c \$ 1,368.83
 One (1) Titan track mobile machine \$ 9,156.00
 One (1) mobile conveyor (enclosed w/c \$ 1,368.83
 One (1) Titan track mobile machine \$ 9,156.00

Type	Description	three years of weeks	Weekly Rate
Option	One (1) Titan track mobile machine	260	\$0.00

Award #5 9/21/2023 Supporting Documents

Week Rates	Description	Forecast Weeks	Week Rate for Labor	Extended Price
Labor Standard Week Rate (LSWR)	Bidder Provide Listing of Personnel to perform the Work as described in the Solicitation	260	\$ 38,307.00	\$ 9,959,820.00
Equipment Standard Week Rate for Equipment (ESWR)	Bidder Provide weekly rate for providing equipment listed in the Appendix A Technical Specification (not rental equipment)	260	\$ 30,998.00	\$ 8,059,480.00
Total Bid Price (Enter this this total on line 1 of the Bid Form)				\$18,019,300.00
(Ad Hoc or Extended Hours - Below)				
Hourly Rates - Identified Labor Rates	Labor Classification - for Ad Hoc or Extended Hours as Authorized by JEA Contract Admin	Forecast Hours	Straigh Time Hourly Rates	Extended Price
	Site Supervisor	500	\$64.00	\$32,000.00
	Equipment Operator	500	\$42.50	\$21,250.00
	Laborer	500	\$35.00	\$17,500.00
	*Any other Labor Classification		\$0.00	\$0.00
	*Any other Labor Classification		\$0.00	\$0.00
Total Evaluated Bid Price				\$ 18,090,050.00

Type	Description	three years of weeks	Weekly Rate
Option	One (1) Titan track mobile machine	260	\$0.00

Week Rates	Description	Forecast Weeks	Week Rate for Labor	Extended Price
Labor Standard Week Rate (LSWR)	Bidder Provide Listing of Personnel to perform the Work as described in the Solicitation	260	\$ 43,862.00	\$ 11,404,120.00
Equipment Standard Week Rate for Equipment (ESWR)	Bidder Provide weekly rate for providing equipment listed in the Appendix A Technical Specification (not rental equipment)	260	\$ 25,338.00	\$ 6,587,880.00
Total Bid Price (Enter this this total on line 1 of the Bid Form)				\$17,992,000.00
(Ad Hoc or Extended Hours - Below)				
Hourly Rates - Identified Labor Rates	Labor Classification - for Ad Hoc or Extended Hours as Authorized by JEA Contract Admin	Forecast Hours	Straigh Time Hourly Rates	Extended Price
	Site Supervisor	500	\$135.00	\$67,500.00
	Equipment Operator	500	\$69.00	\$34,500.00
	Laborer	500	\$61.00	\$30,500.00
	*Any other Labor Classification		\$0.00	\$0.00
	*Any other Labor Classification		\$0.00	\$0.00
	*Any other Labor Classification		\$0.00	\$0.00
Total Evaluated Bid Price				\$18,124,500.00

Type	Description	three years of weeks	Weekly Rate
Option	One (1) Titan track mobile machine	260	\$4,875.00

Total PO Amount			\$ 504,725.19			
Final Invoice W01149			\$ 22,735.36	Per Rental Agreement final equipment service repairs from use		
			\$ 481,989.83			
Supplier Num	Invoice Date	Invoice Num	Invoice Amount	GL Date	Payment Rate Date	[]
924527	8-Aug-23	R00122	\$ 3,338.00	8-Aug-23	8-Aug-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	31-Jul-23	R00119	\$ 30,500.00	2-Aug-23	31-Jul-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	30-Jul-23	W00994	\$ 11,484.48	11-Aug-23	30-Jul-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	18-Jul-23	W01022	\$ 3,526.15	26-Jul-23	18-Jul-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	17-Jul-23	W01014	\$ 5,329.88	26-Jul-23	17-Jul-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	5-Jul-23	W00966	\$ 2,755.17	21-Jul-23	5-Jul-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	30-Jun-23	R00109	\$ 30,500.00	17-Jul-23	30-Jun-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	21-Jun-23	W00946	\$ 1,101.46	13-Jul-23	21-Jun-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	20-Jun-23	W00942	\$ 1,316.79	13-Jul-23	20-Jun-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	13-Jun-23	W00919	\$ 2,988.15	7-Jul-23	13-Jun-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	5-Jun-23	R00103	\$ 30,500.00	26-Jun-23	5-Jun-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	31-May-23	W00907	\$ 557.54	11-Jul-23	31-May-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	24-May-23	W00813	\$ 2,446.52	28-Jun-23	24-May-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	24-May-23	W00804	\$ 2,148.37	28-Jun-23	24-May-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	10-May-23	W00803	\$ 537.20	9-Jun-23	10-May-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	8-May-23	W00797	\$ 1,506.29	9-Jun-23	8-May-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	7-May-23	W00685	\$ 1,996.89	9-Jun-23	7-May-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	5-May-23	R00096	\$ 30,500.00	15-May-23	5-May-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	1-May-23	W00745	\$ 2,168.40	19-May-23	1-May-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	11-Apr-23	R00091	\$ 15,146.00	12-Apr-23	11-Apr-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	7-Apr-23	R00090	\$ 30,500.00	10-Apr-23	7-Apr-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	4-Apr-23	W00686	\$ 3,250.47	21-Apr-23	4-Apr-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	27-Mar-23	W00718	\$ 478.20	7-Apr-23	27-Mar-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	23-Mar-23	W00709	\$ 4,299.02	7-Apr-23	23-Mar-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	23-Mar-23	W00703	\$ 1,349.15	7-Apr-23	23-Mar-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	21-Mar-23	W00691	\$ 643.40	7-Apr-23	21-Mar-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	21-Mar-23	W00679	\$ 782.67	7-Apr-23	21-Mar-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	20-Mar-23	R00087	\$ 28,000.00	22-Mar-23	20-Mar-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	20-Mar-23	W00637	\$ 873.24	7-Apr-23	20-Mar-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	19-Mar-23	W00663	\$ 905.07	7-Apr-23	19-Mar-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	16-Mar-23	W00690	\$ 180.00	24-Mar-23	16-Mar-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	15-Mar-23	W00648	\$ 17,411.12	23-Mar-23	15-Mar-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	10-Mar-23	R00086	\$ 30,500.00	19-Mar-23	10-Mar-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	21-Feb-23	W00632	\$ 470.20	6-Mar-23	21-Feb-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	20-Feb-23	R00082	\$ 28,000.00	22-Feb-23	20-Feb-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	10-Feb-23	R00078	\$ 30,500.00	15-Feb-23	10-Feb-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	23-Jan-23	R00075	\$ 28,000.00	24-Jan-23	23-Jan-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	16-Jan-23	R00071	\$ 30,500.00	20-Jan-23	16-Jan-23	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	27-Dec-22	R00067	\$ 31,250.00	29-Dec-22	27-Dec-22	....LEVEL1.Phelps, Charles Ray.Process Invoice....
924527	15-Dec-22	R00064	\$ 33,750.00	20-Dec-22	15-Dec-22	....LEVEL1.Phelps, Charles Ray.Process Invoice....



Billing Address:
4805 Scooby Ln.
Carroll, OH 43112

RENTAL AGREEMENT

DATE: 09/16/2022			PURCHASE ORDER:		
CUSTOMER: JEA - JACKSONVILL ELECTRIC AUTHORITY			JOBSITE: JEA		
ADDRESS: 21 WEST CHURCH STREET			ADDRESS: 4433 William Ostner Rd.		
CITY: JACKSONVILLE	ST: FL	ZIP: 32202	CITY: Jacksonville	ST: FL	ZIP: 32226
CONTACT: Charles Phelps / 904-531-8360			JOBSITE CONTACT: Charles Phelps / 904-531-8360		

Year / Model	Description
2020 / IMPACT CRUSHER, 4043TR	Recirculating Crusher, CAT Tier IV, Horizontal 40"x43" Impact Crusher, 43"x28" Feed Opening, 5'x12' Bottom Deck, 5'x8' Top Relief Deck, PMC Controller with 300' Range, 20" Recirculating Conveyor, DUST Suppression System Included, Half Inch Hopper Walls, Vibratory Feeder Speed, Cross Belt Magnet, 42" 440 PIW Main Conveyor Belt.
Company Wrench, Ltd. ("CW") reserves the right to make like-kind or better exchanges and substitutions of the above-referenced equipment (the "Equipment") without notice.	
Insurance Value: \$500,000	
Special Terms:	

The following Rental Terms, together with the Terms & Conditions on Page 2, comprise the entire agreement (the "Agreement") between the parties:

- Rental rate is **\$30,500** per month, **\$12,200** per week, or **\$4,880** per day the Equipment is on rent. The Equipment is "on rent" from the date of delivery until it is called off rent by Customer, unless Customer is responsible for demobilization. If customer is responsible for demobilizing the Equipment, rental fees shall accrue until returned to CW. CW charges for time out - not time used.
- Customer will be billed for a minimum rental term of: month(s), **1** week(s), day(s).
- Estimated Term: **3** month (s), week(s), day(s).
- Customer agrees to take delivery of the Equipment by: **10/03/2022**. If Customer does not take delivery of the Equipment by the Delivery Date, this Agreement may be canceled at the option of Company Wrench, Ltd.
- Equipment quoted F.O.B. **Knoxville Tn** and returned to **Jacksonville Fl** to terminate this Agreement.
- Payment Terms: COD Net 30 days Other
- Customer is Taxable, **6%** tax rate Tax Exempt. If applicable, Customer is responsible for providing a valid sales tax exemption.
- Mobilization charge: **\$3,000 each way** . Setup and/or Training Charge: **\$250** Teardown Charge: **\$250**
- Customer shall perform routine, daily maintenance while the Equipment is on rent. Maintenance for any attachment(s) and/or wear part(s), if any, will be charged in addition to the rental fees after the Equipment is returned to CW. See No. 2 on Page 2. Customer is responsible for obtaining all of the Equipment's manual(s) from a CW representative if unfamiliar with safety and/or maintenance requirements.
Customer Acknowledgment X (Initial)
- Rental fees are subject to overtime charges if Equipment usage exceeds: 8 hours (daily rate), 40 hours (weekly rate), or 160 hours (monthly rate). Overtime will be charged at an hourly rate equal to the rental fee divided by hours allowed. Monthly rates are based upon 28 days.
- Customer shall immediately provide CW a certificate of physical damage and general liability insurance. See No. 5 on Page 2.
- Customer shall notify CW, in writing, before moving the Equipment from the address shown above.
- Customer shall return Equipment with the same level of fuel and, when applicable, diesel exhaust fluid (collectively, the "Fuel") as noted on the delivery ticket, or pay CW the cost of re-filling the Fuel at a rate of \$8.00 per gallon.
- If Customer cancels this Agreement prior to delivery for any reason, Customer agrees to reimburse CW for any and all costs & expenses it incurred as a result of preparing the Equipment for the anticipated rental, including, but not limited to, labor, freight, permits, & parts.
- By signing below, Customer acknowledges he/she has received, understands, and is bound by the Terms and Conditions on Page 2 of this Agreement. An electronic copy of the Terms and Conditions is available at: www.companywrench.com/rentaltermsandconditions
- All Agreements are subject to the review and approval of an Officer of Company Wrench, Ltd.

COMPANY WRENCH, LTD.

JEA - JACKSONVILL ELECTRIC AUTHORITY

Prepared by: Brian Baum	09/16/2022	Sign: _____
Company Wrench, Ltd.	Date	Print: _____
		Title: _____ Date: _____

E-MAIL OR FAX SIGNED AGREEMENT TO: b.baum@companywrench.com / (740) 422-1715

Award #6 9/21/2023 Supporting Documents TERMS AND CONDITIONS

1. **CUSTOMER ACKNOWLEDGEMENT.** Customer and Company Wrench, Ltd. (hereinafter referred to as "CW") shall examine the equipment described on page one of this Agreement (hereinafter, the "Equipment") at the time of delivery. Unless Customer notifies Company Wrench to the contrary, in writing, within (24) hours after delivery, the Customer is deemed to have accepted the Equipment, including any wear items provided therewith, and acknowledged it was delivered in good and working condition.
2. **MAINTENANCE & REPAIRS.** Customer shall, at its own expense, maintain the Equipment in good repair and working condition. At a minimum, Customer shall: (a) perform all normal/routine daily and weekly maintenance to the Equipment in accordance with the manufacturer's recommendations, including, but not limited to, regularly greasing all required grease points and maintaining all fluids at the proper levels; (b) perform the 500-hour service interval, if applicable, which includes, at a minimum, fluid and filter changes as required by the manufacturer; (c) replace expendable items including, but not limited to, shear blades, hydraulic hoses, cutting edges, teeth, belts, and filters; and (d) pay for any non-warranty repairs performed during the rental term resulting from the Customer's improper use, abuse, or neglect of the Equipment, including the failure to perform required maintenance.
3. **INSPECTION.** CW reserves the right to inspect the Equipment at any time during the rental term. If CW determines, in its sole discretion, that Customer is misusing, abusing or neglecting the Equipment, CW may: (a) terminate this Agreement, without notice, and remove the Equipment from the jobsite, or (b) perform the necessary maintenance and suspect further operation of the Equipment until said maintenance is complete. Customer shall pay CW any and all costs and expenses incurred by reason of removing the Equipment from the jobsite and/or performing the necessary maintenance.
4. **DOWNTIME.** Customer agrees rental fees will not be abated for downtime resulting from: (a) inclement weather, (b) staffing issues, (c) weekends or holidays, (d) misuse, abuse, or neglect of the Equipment. Customer shall immediately notify CW, in writing, if the Equipment becomes inoperable for any other reason. Abatement of rental fees will only be considered for downtime attributable to CW and only if CW is unable to remedy the issue within (36) hours after first receiving written notice from Customer.
5. **INSURANCE.** Prior to delivery of the Equipment, Customer shall provide CW with satisfactory written evidence of **physical damage insurance** covering the entire value of Equipment from loss relating to fire, collision, theft, and/or damages while in the possession or control of Customer and naming CW as a loss payee. Any payments issued by the Customer's physical damage insurer must be made to CW and Customer "as their interests may appear." Customer acknowledges rental fees will continue to accrue and will not be abated until the Equipment is restored and can be put back into service. In addition, Customer shall provide CW with written evidence of **general liability insurance** and, if applicable, **Automobile Coverage** with coverage limits of not less than \$1,000,000.00 naming Company Wrench, Ltd. and/or its affiliates as "Additional Insured" A.T.I.M.A. Customer shall instruct the insurer of any policy required under this Agreement to provide CW at least (30) days' prior written notice before canceling or altering any policy so to affect the interest of CW. Customer agrees to cooperate in the prosecution of any claim under the physical damage or general liability insurance policies and hereby appoints CW as its attorney-in-fact for this purpose.
6. **SECURITY INTEREST.** Customer expressly authorizes CW to cause this Agreement or other instruments, including Uniform Commercial Code financing statements, to be filed or recorded for the purposes of evidencing CW's interest in the Equipment. Customer expressly authorizes CW to prepare, sign and file a Uniform Commercial Code financing statement without Customer's signature, and Customer hereby waives any right that its signature is required. Customer represents and warrants to CW that: (a) it has the power to make, deliver, and perform under this Agreement; (b) the person executing and delivering this Agreement is authorized to do so on the Customer's behalf; (c) this Agreement constitutes a valid and legally binding obligation upon the Customer; (d) all credit, financial, and other information submitted to CW in connection with this Agreement, including any previously submitted Credit Application and/or Personal Guaranty, is and shall continue to be true, accurate, and complete.
7. **INDEMNITIES.** Customer waives and releases any and all claims against CW for any losses, costs, expenses, or damages of any kind resulting from delays in delivery, defects, inefficiency of the Equipment, or accidental breakage, including incidental damages. Customer waives and releases all claims against CW for injuries or damages to person or property (including death) arising out of the use of Equipment by Customer, its agents, employees, and representatives. Customer assumes liability for, and agrees to defend, indemnify, protect, and hold harmless CW, its agents, successors and assigns against all losses, damages, injuries, claims for liability, theft, destruction, demands, and expenses, including legal expenses, of whatever nature, including but not limited to property damage, personal injury, death, or strict liability in tort or product liability arising out of the use, transportation, condition, or operation of any Equipment. Customer's obligations under this Section 7 will survive the termination or expiration of this Agreement for any reason.
8. **WARRANTY LIMITATIONS. CW DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES MAY CW BE LIABLE TO CUSTOMER FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.**
9. **EQUIPMENT OPERATION.** Customer shall return the Equipment in the same condition as when delivered to it by CW, less normal wear and tear. Customer shall pay any claims and damages resulting from the use or handling of the Equipment, including claims for injury to person or property. Customer shall pay the cost to repair any damages to the Equipment sustained during the rental term. Customer shall return the Equipment to CW after the rental term in a clean condition and free from excess dirt, debris, and rubbish. In the event the Equipment is returned with excessive dirt, debris, or rubbish, Customer shall pay CW a minimum cleaning fee of \$100.00. Customer shall immediately report any damage or failure of the Equipment to CW in writing. Customer shall not subject the Equipment to careless or needless rough usage. Customer shall pay \$15.00 to replace any lost or missing key(s) and the list price to replace any lost or missing operator manual(s).
10. **SAFETY.** Customer warrants that it is familiar with, or will become familiar with, the safe operation and use of the Equipment before operating the Equipment. Customer agrees not to compromise the integrity of any safety systems of the Equipment. Customer shall not modify the Equipment in any way. Customer shall only use the Equipment within its rated capacity and shall be operated by safe, careful, and competent personnel. At all times during the effective term of this Agreement, Customer shall comply with all municipal, county, state and federal laws, ordinance, and regulations.
11. **ASSIGNMENT OF LEASE.** Neither this Agreement nor Equipment rented hereunder may be assigned or sublet by Customer without the written consent of CW. Customer shall not transfer, convey, or attempt to transfer or convey the Equipment in any way without the express written consent of CW, which consent may be withheld for any reason. Customer shall keep the Equipment free of all taxes, liens, and encumbrances.
12. **EQUIPMENT MONITORING.** Customer acknowledges the Equipment may contain a global positioning system ("GPS") device that records certain activities and functions of the Equipment while in Customer's possession. CW retains all rights to the data collected by any GPS device and may use such information at its sole discretion. Customer is prohibited from disabling the GPS device in any way. If the GPS device is disabled, CW may terminate this Agreement immediately and retrieve the Equipment at Customer's sole expense.
13. **DEFAULT BY CUSTOMER.** Customer is in default of this Agreement if: (a) it fails to timely pay CW any rental fee(s) or other charges as required in this Agreement, (b) any execution or other writ or process is issued in any action or proceeding against Customer, whereby the Equipment may be seized or taken or detained, (c) a proceeding in bankruptcy, receivership, or insolvency is instituted by or against Customer or his property, (d) it enters into any arrangement or composition with his creditors, or (e) it breaches any other term, covenant, or condition of this Agreement (each, a "Default"). In the event of a Default, CW may retake immediate possession of the Equipment by entering upon any premises where the Equipment is or may be located, with or without notice, and without being liable in any suit or action or proceeding by the Customer. All remedies hereunder are cumulative, and are not exclusive of any other right or remedy.
14. **HAZARDOUS MATERIAL.** Customer agrees to notify CW, in writing, if the Equipment is or may be exposed to hazardous, corrosive, or otherwise harmful chemicals, materials, or substances, including saltwater ("Hazardous Materials"). Customer shall pay the cost to repair or replace any and all damage to the Equipment caused by or resulting from exposure to Hazardous Materials. If, in its sole discretion, CW determines the Equipment was exposed to and/or damaged by Hazardous Materials, Customer agrees to pay CW, at its election: (i) the insurance value of the Equipment, or (ii) the cost to fully repair, restore and/or decontaminate the Equipment, as determined by CW. In any event, rental fees will continue to accrue until Customer discharges its obligations under this paragraph.
15. **TITLE TO GOODS.** CW shall retain title to the Equipment before, during, and after the rental term. Any additions or accessions made to or on the Equipment by Customer immediately become the property of CW. Nothing herein may be construed as conferring upon the Customer any ownership interest in the Equipment.
16. **SEVERABILITY.** Any provision of this Agreement deemed illegal or unenforceable will be severed from this Agreement, and all other provisions remain in full force and effect.
17. **COMPLETE AGREEMENT.** This Agreement is the complete and final expression of the parties as to the subject matters contained herein. This Agreement supersedes all previous agreements and representations between the parties. No term or provision of this Agreement may be changed, waived, discharged, or terminated orally, but only by a written instrument signed by the party against which enforcement is sought. No additional terms or conditions shall be incorporated in this Agreement unless specifically referenced herein.
18. **GOVERNING LAW.** This Agreement shall be interpreted under and governed by the laws of the State of Ohio, without regard to its conflict of law principles. The parties agree, and consent to the exclusive jurisdiction of the courts of the State of Ohio in Fairfield County and the United States District Court for the Southern District of Ohio, Eastern Division, and expressly waive any contention that any such court is an improper venue for enforcement of this agreement.
19. **ATTORNEYS' FEES:** Should collection or litigation become necessary, Customer agrees to pay any and all of CW's collection costs and reasonable attorney fees and expenses for: (a) outside counsel and (b) in-house counsel. Customer agrees to pay reasonable in-house counsel fees at the prevailing market rate.