

Solicitation
For Participation in an Invitation to Negotiate
Fiber Optic Cable Overhead Repair, & Maintenance
for



Jacksonville, FL
Solicitation Number
132-17

Mandatory Pre-Response Meeting on October 18 2017, at 10:00 a.m.

JEA Customer Center, 1st Floor, Room 002
21 W. Church Street, Jacksonville, FL 32202

Responses are due on October 31, 2017 at 12:00 p.m.

Direct delivery or mail to JEA Bid Office, Customer Center 1st Floor, Room 002
21 W. Church Street, Jacksonville, FL 32202

JEA will publicly open all Responses received from qualified Respondents on October 31, 2017, at
2:00 p.m.
in the JEA Bid Office, Customer Center 1st Floor, Room 002, 21 W. Church Street, Jacksonville,
FL 32206

Table of Contents

1.	INTENT TO NEGOTIATE.....	6
1.1.	INVITATION	6
1.1.1.	SCOPE OF WORK (ITN)	6
1.1.2.	BACKGROUND	6
1.1.3.	INVITATION TO NEGOTIATE	6
1.1.4.	QUESTIONS (ITN).....	7
1.1.5.	MANDATORY PRE-RESPONSE MEETING.....	7
1.1.6.	OPENING OF RESPONSES.....	8
1.2.	SPECIAL INSTRUCTIONS.....	8
1.2.1.	MINIMUM QUALIFICATIONS	8
1.2.2.	NUMBER OF CONTRACTS TO BE AWARDED	8
1.2.3.	REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE	8
1.3.	EVALUATION METHODOLOGY	9
1.3.1.	BASIS OF AWARD	9
1.3.2.	EVALUATION AND NEGOTIATION PROCESS	9
1.3.3.	ALTERNATE PROVISIONS AND CONDITIONS.....	11
1.4.	SELECTION CRITERIA.....	11
1.4.1.	QUOTATION OF RATES	11
1.4.2.	TIE.....	12
1.5.	GENERAL INSTRUCTIONS	12
1.5.1.	SUBMITTING THE RESPONSE	12
1.5.2.	CALCULATION OF THE RESPONSE PRICE	12
1.5.3.	ADDENDA.....	12
1.5.4.	CONTRACT EXECUTION AND START OF WORK.....	12
1.5.5.	CONFLICT OF INTEREST	12
1.5.6.	DEFINED TERMS	13
1.5.7.	EX PARTE COMMUNICATION.....	13
1.5.8.	SAFETY QUALIFICATION REQUIREMENTS (IFB).....	13
1.5.9.	CERTIFICATION AND REPRESENTATIONS OF THE COMPANY	13
1.5.10.	ETHICS	14
1.5.11.	JEA PUBLICATIONS	14
1.5.12.	MATHEMATICAL ERRORS	15
1.5.13.	MODIFICATION OR WITHDRAWAL OF RESPONSES	15
1.5.14.	PROHIBITION AGAINST CONTINGENT FEES	15
1.5.15.	PROTEST OF ITN AND AWARD PROCESS	15
1.5.16.	RESERVATION OF RIGHTS TO JEA.....	15
1.5.17.	SUNSHINE LAW	15
1.5.18.	LISTING OF SUBCONTRACTORS	16
1.6.	JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS....	17
1.6.1.	OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM	17
2.	CONTRACT TERMS AND CONDITIONS.....	17
2.1.	CONTRACT TERMS AND CONDITIONS	17
2.2.	DEFINITIONS.....	17
2.2.1.	DEFINITIONS	17
2.2.2.	ACCEPTANCE	17
2.2.3.	ADDENDUM/ADDENDA	18
2.2.4.	ANNIVERSARY DATE	18
2.2.5.	AWARD	18

2.2.6.	CONTRACT	18
2.2.7.	CONTRACT ADMINISTRATOR	18
2.2.8.	CONTRACT AMENDMENT (JEA - 16026)	18
2.2.9.	CONTRACT PRICE	18
2.2.10.	CONTRACT TIME	18
2.2.11.	DEFECT	18
2.2.12.	HOLIDAYS	19
2.2.13.	INVITATION TO NEGOTIATE	19
2.2.14.	INVOICE	19
2.2.15.	JEA	19
2.2.16.	JEA REPRESENTATIVES	19
2.2.17.	PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER	19
2.2.18.	PERFORMANCE - TOP PERFORMANCE/PERFORMER	19
2.2.19.	PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER	19
2.2.20.	PURCHASE ORDER (PO)	19
2.2.21.	RESPONSE	19
2.2.22.	RESPONDENT	20
2.2.23.	SUBCONTRACTOR	20
2.2.24.	SOLICITATION	20
2.2.25.	TASK ORDER	20
2.2.26.	TERM	20
2.2.27.	UNIT PRICES	20
2.2.28.	WORK OR SCOPE OF SERVICES	20
2.3.	CONTRACT DOCUMENTS	20
2.3.1.	ORDER OF PRECEDENCE	20
2.4.	PRICE AND PAYMENTS	21
2.4.1.	PAYMENT METHOD- UPON DELIVERY AND INVOICE	21
2.4.2.	COST SAVING PLAN	21
2.4.3.	PRICE ADJUSTMENT-FIXED THREE YEARS, ANNUAL THEREAFTER	21
2.4.4.	DISCOUNT PRICING	22
2.4.6.	INVOICING AND PAYMENT TERMS	22
2.4.7.	JSEB - INVOICING AND PAYMENT	23
2.4.8.	OFFSETS	23
2.4.9.	TAXES	23
2.5.	WARRANTIES AND REPRESENTATIONS	23
2.5.1.	WARRANTY	23
2.6.	INSURANCE, INDEMNITY AND RISK OF LOSS	24
2.6.1.	INSURANCE	24
2.6.2.	INDEMNIFICATION	25
2.6.3.	ENVIRONMENTAL INDEMNIFICATION	26
2.6.4.	INDEMNIFICATION (JEA STANDARD)	26
2.6.5.	RISKS AND PROPERTY	26
2.7.	ACCEPTANCE	26
2.7.1.	DELAY IN ACCEPTANCE OR DELIVERY	26
2.7.2.	ACCEPTANCE OF WORK - RECEIPT, INSPECTION, USAGE AND TESTING	27
2.8.	TERM AND TERMINATION	27
2.8.1.	TERM OF CONTRACT – DEFINED DATES	27
2.8.2.	TERMINATION FOR CONVENIENCE	27
2.8.3.	TERMINATION FOR DEFAULT	27
2.8.4.	INDEMNIFICATION-RELEASE OF JEA CUSTOMER INFORMATION	28

2.8.5.	TELEPHONE CONSUMER PROTECTION ACT (“TCPA”)	29
2.9.	PRELIMINARY MATTERS	29
2.9.1.	LICENSES	29
2.9.2.	PRE-WORK MEETING AND PROGRESS MEETINGS	29
2.9.3.	WORK LOCATION	29
2.9.4.	UNFORESEEN CONDITIONS	29
2.10.	CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION	29
2.10.1.	PUBLIC RECORDS LAWS	29
2.10.2.	INTELLECTUAL PROPERTY	31
2.10.3.	PROPRIETARY INFORMATION	31
2.10.4.	PUBLICITY AND ADVERTISING	32
2.10.5.	PATENTS AND COPYRIGHTS	32
2.10.6.	WORK MADE FOR HIRE	32
2.11.	LABOR	33
2.11.1.	NONDISCRIMINATION	33
2.11.2.	LEGAL WORKFORCE	33
2.11.3.	PROHIBITED FUTURE EMPLOYMENT	33
2.11.4.	HIRING OF OTHER PARTY'S EMPLOYEES	34
2.11.5.	COMPANY'S LABOR RELATIONS	34
2.11.6.	JEA WORKPLACE TOBACCO USE POLICY	34
2.12.	COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT	34
2.12.1.	JEA ACCESS BADGES	34
2.12.2.	TRANSITION SERVICES	34
2.12.3.	JEA CRITICAL INFRASTRUCTURE PROTECTION (CIP)	35
2.12.4.	COMPANY REPRESENTATIVES	35
2.12.5.	BACKGROUND CHECKS AND OTHER INFORMATION SECURITY POLICIES	35
2.12.6.	COMPANY REVIEW OF PROJECT REQUIREMENTS	36
2.12.7.	EMERGENCY EVENTS	36
2.12.8.	DELIVERY LOCATION	36
2.12.9.	LICENSES	36
2.12.10.	RETURNED OR UNUSED MATERIALS	37
2.12.11.	SAFETY AND PROTECTION PRECAUTIONS	37
2.12.12.	SHIPPING - FOB DESTINATION	37
2.12.13.	STORM PREPAREDNESS	37
2.12.14.	WORKMANSHIP	38
2.13.	VENDOR PERFORMANCE EVALUATION	38
2.13.1.	VENDOR PERFORMANCE EVALUATION	38
2.14.	JEA RESPONSIBILITIES	39
2.14.1.	SUSPENSION OF SERVICES	39
2.14.2.	FORCE MAJEURE	39
2.14.3.	COORDINATION OF SERVICES PROVIDED BY JEA	40
2.15.	MISCELLANEOUS PROVISIONS	40
2.15.1.	AMBIGUOUS CONTRACT PROVISIONS	40
2.15.2.	AMENDMENTS	40
2.15.3.	APPLICABLE STATE LAW; VENUE; SEVERABILITY	40
2.15.4.	CUMULATIVE REMEDIES	40
2.15.5.	DELAYS	40
2.15.6.	ENTIRE AGREEMENT	41
2.15.7.	EXPANDED DEFINITIONS	41
2.15.8.	HEADINGS	41

2.15.9.	INDEPENDENT CONTRACTOR	41
2.15.10.	LANGUAGE AND MEASUREMENTS.....	41
2.15.11.	MEETINGS AND PUBLIC HEARINGS	41
2.15.12.	NEGOTIATED CONTRACT	41
2.15.13.	NONEXCLUSIVE	42
2.15.14.	REFERENCES	42
2.15.15.	RIGHT TO AUDIT AND FINANCIAL REPORTING.....	42
2.15.16.	SEVERABILITY	43
2.15.17.	RELATIONSHIP OF THE PARTIES	43
2.15.18.	SUBCONTRACTING OR ASSIGNING OF CONTRACT	43
2.15.19.	SURVIVAL.....	44
2.15.20.	TIME AND DATE.....	44
2.15.21.	TIME OF ESSENCE.....	44
2.15.22.	TITLE TO MATERIALS FOUND.....	44
2.15.23.	USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE.....	44
2.15.24.	WAIVER OF CLAIMS	44
3.	TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK.....	44
4.	FORMS (APPENDIX B).....	44

Solicitation

1. INTENT TO NEGOTIATE

1.1. INVITATION

1.1.1. SCOPE OF WORK (ITN)

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a vendor that can provide for fiber optic cable overhead repair, & maintenance services as needed at various JEA sites and provide the best value to JEA (the "Work" or "Services"). "Best Value" means the highest overall value to JEA with regards to pricing, quality, design, and workmanship.

This scope of work includes fiber optic cable relocates or laterals, maintenance/non-emergency repair, and emergency repair within the JEA Service area. The contractor is responsible for all labor, equipment and consumables required to complete the specified service related work detailed in the technical specification. This scope will include:

1. Installation/removal of overhead cable
2. Installation/relocation of overhead hardware
3. Miscellaneous minor labor
4. Emergency installation/removal of overhead cable
5. Emergency installation/relocation of overhead hardware
6. Emergency miscellaneous minor labor
7. Supplemental Work Allowance (Contractor Supplied Materials and Equipment)

The Unit Codes, as stated on Appendix B Response Form, come from the JEA Overhead Fiber Optic Standards and are setup to be used with JEA's Oracle EAM system. The Contract Term will be up to five (5) years, with an optional one (1) year renewal. The JEA Overhead Fiber Optic Standard link is shown below.

https://www.jea.com/Engineering_and_Construction/Electric_Reference_Materials/Overhead_Electric_Distribution_Standards/

A more detailed description of the Work is provided in the Technical Specifications included as Appendix A to this ITN.

1.1.2. BACKGROUND

JEA owns, operates and manages the electric system established by the City of Jacksonville, Florida in 1895. JEA is also co-owner, with Florida Power and Light ("FPL") of the St Johns River Power Park ("SJRPP"). In June 1997, JEA also assumed operation of the water and sewer system previously managed by the City. JEA is Florida's largest municipally owned utility and the seventh largest municipal in the United States.

1.1.3. INVITATION TO NEGOTIATE

You are invited to submit a Response to the Invitation to Negotiate noted below:

JEA ITN Title: Fiber Optic Cable Overhead Repair, & Maintenance

JEA ITN Number: 132-17

A complete copy of this ITN and any applicable documents can be downloaded from [jea.com](https://www.jea.com).

Response Due Time: 12:00P.M. - **ALL LATE RESPONSES FOR WHATEVER REASON WILL BE RETURNED UNOPENED.**

Response Due Date: October 31, 2017

All Responses must reference the JEA ITN Title and Number noted above. All Responses must be made on the appropriate forms as specified within this ITN, and placed in an envelope marked to identify this ITN and delivered or mailed to:

JE A Procurement, Bid Office, 21 West Church Street, Customer Center 1st Floor, Room 002, Jacksonville, FL 32202

The Respondent shall be solely responsible for delivery of its Response to the JEA Bid Office. Please note, JEA employs a third party courier service to deliver its mail from the local U.S. Post Office (USPS) which could cause a delay of Response delivery if mailed through the USPS. Therefore, JEA recommends hand delivery to the JEA Bid Office. Reliance upon the USPS, the courier service employed by JEA, or public carriers is at the Respondent's risk. Responses are due by the time and on the date listed above.

ALL LATE RESPONSES FOR WHATEVER REASON WILL BE RETURNED UNOPENED.

1.1.4. QUESTIONS (ITN)

All Questions must be submitted in writing to the **JE A Buyer** listed below at least five (5) **business** days prior to the opening date. Questions received within five (5) **business** days prior to the opening date will not be answered.

For Procurement Related Questions:

Buyer: NATHAN WOYAK

E-mail: woyanj@jea.com

For Technical Questions:

Contact: RALPH CARY

E-mail: caryrw@jea.com

1.1.5. MANDATORY PRE-RESPONSE MEETING

There will be a mandatory Pre-Response meeting. All interested Respondents must attend the Pre-Response meeting. Each Respondent will be required to sign in at the beginning of the meeting. A Respondent shall only sign in representing one company, unless otherwise specified by JEA. Respondents not attending the Pre-Response meeting shall have their Responses opened, however, the Response will be rejected and JEA will send the Respondent a disqualification letter.

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

PLEASE BE AWARE DUE TO JEA SECURITY PROCEDURES IT MAY TAKE UP TO FIFTEEN (15) MINUTES TO OBTAIN ACCESS TO A JEA FACILITY. PLEASE PLAN ACCORDINGLY SO AS TO ARRIVE TO THE PRE-RESPONSE MEETING ON TIME.

PRE-RESPONSE MEETING TIME: 10:00am

PRE-RESPONSE MEETING DATE: October 18, 2017

PRE-RESPONSE MEETING LOCATION: JEA CUSTOMER CENTER, BID OFFICE, 1ST FLOOR, ROOM 002, 21 WEST CHURCH STREET, JACKSONVILLE, FL 32202.

1.1.6. OPENING OF RESPONSES

All Responses received shall be publicly announced and recorded at 2:00 PM on October 31, 2017, in the JEA Bid Office, 21 West Church Street, Customer Center, 1st Floor, Room 002, Jacksonville, FL 32202. At the opening of the Responses, a JEA representative will publicly open each Response that was received prior to the due date and time, except for those Responses that have been properly withdrawn. JEA has the right to waive any irregularities or informalities in the Responses.

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS

Respondent shall meet the following Minimum Qualifications to be considered eligible to submit a Response to this ITN. JEA reserves the right to ask for back up documentation to confirm the Respondent meets the requirements stated below. **JEA will contact each reference to verify the information provided.** A Respondent not meeting all of the following criteria will have their Response rejected:

- The Company must have a State of Florida Electrical Contractor's License. Enter the number on Appendix B Minimum Qualification Form or provide documentation with the response.
- The Company shall provide three (3) similar project references for overhead fiber optic cable work successfully completed within the last three (3) years as of the Response due date. Each project shall be at least \$25,000 in value and shall include the following experience:
 - Aerial ADSS (All-Dielectric Self-Supporting) in the supply space in accordance with the applicable standards of Section 42 & 44 per NESC rule 224 and or OSHA regulation 1910.269 Appendix A-E.

A Minimum Qualification Form, which is required to be submitted with the Response Form, is provided in Appendix B of this ITN.

Please note, any Respondent whose contract with JEA was terminated for default within the last two (2) years shall have their Response rejected.

1.2.2. NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to Award One (1) Contract for the Work. JEA reserves the right to Award more than one Contract based on certain groupings of the Work items, or JEA may exclude certain Work items, if JEA determines that it is in its best interest to do so.

1.2.3. REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE

The following forms must be completed and submitted to JEA at the timeframes stated below. The Respondent can obtain the required forms, other than the Minimum Qualification Form, Response Form and Response Workbook, by downloading them from JEA.com.

A. The following forms are required to be submitted with the Response:

- Minimum Qualifications Form- This form can be found in Appendix B of this ITN

- o Response Form- This can be found in Appendix B of this ITN
- o Response Workbook - This can be found in Appendix B of this ITN
- o List of JSEB Certified Firms (if any)
- o State of Florida Electrical Contractor's License-Enter on Appendix B Minimum Qualification Form
- o List of subcontractors -This can be found in Appendix B of this ITN

At a minimum, Respondent must identify the sub-contractor for the following categories or state they will be self-performed:

1. Transmission (greater than 26kv)

2. Distribution (less than or equal to 26kv)

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

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

- o Conflict of Interest Certificate Form - This form can be found at JEA.com
- o Insurance certificate
- o W-9
- o Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- o Any technical submittals as requires by the Technical Specifications

1.3. EVALUATION METHODOLOGY

1.3.1. BASIS OF AWARD

JEA will Award this Contract to the responsive and responsible Respondent whose Response meets or exceeds the Minimum Qualifications set forth in this Solicitation, and the Respondent's price represents the lowest cost to JEA.

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

1.3.2. EVALUATION AND NEGOTIATION PROCESS

JEA will make an Award of a Contract to the Respondents that are able to demonstrate that they can successfully meet the requirements of this ITN, and can provide the best value to JEA.

JEA intends to select two (2) to four (4) Respondents (the "Short-list") with which to commence negotiations. A selection committee (hereinafter referred to as the "Selection Committee"), will be appointed by the Chief Procurement Officer (the "CPO"), or his designee, to review and evaluate each Response submitted. The CPO's office will distribute a copy of each Response to each member of the Selection Committee, and the members of the Selection Committee will separately and independently evaluate and rank the Responses using the "Selection Criteria" as stated below in this ITN. JEA will use this ranking to develop the Short-list of companies in which to proceed with contract negotiations.

Prior to developing the Short-list, JEA may request that the Respondents provide additional information to clarify their Response. JEA will NOT allow Respondents to submit additional reference projects or change said reference

projects that were initially submitted for the purposes of meeting the Minimum Qualifications stated in this ITN. However, JEA may request clarification of submitted documentation so that JEA may make an accurate assessment in developing the Short-list. JEA must be satisfied that the successful Respondent has the necessary technical expertise, experience, and resource capabilities to satisfactorily perform the Work described in this ITN.

JEA reserves the right to Award a Contract based on the Selection Committee's initial evaluation of the Responses if JEA deems the Responses demonstrate adequate competition, compliance, and responsiveness to this ITN. If JEA determines the previously stated criteria have not been met, JEA will finalize the Short-list and proceed with contract negotiations.

Respondents are cautioned to present the best possible pricing offer in their initial Responses. Failing to do so may result in a Respondent not making the Short-list, and will not be allowed to proceed with contract negotiations. Additionally, the Total Bid Price submitted with the initial Response cannot be increased during the ITN process.

Once a Short-list is developed, the CPO, or his designee, will appoint a negotiating team (the "Negotiating Team"). The Negotiation Team may be compromised of the same individuals as were members of the Selection Committee. JEA reserves the right to negotiate concurrently or separately with the Short-list Respondents. JEA reserves the right to seek clarifications, to request Response revisions, and to request any additional information deemed necessary for proper evaluation of the Responses. JEA reserves the right to incorporate value added services or industry standard innovations recommended by a Respondent into the Contract's scope of work.

A Respondent that is included on the Short-list may be required, at the sole option of JEA, to make an oral presentation, provide additional written clarifications to its Response, or JEA may require site visits to Respondent's facilities. Oral presentations hand-outs and written clarifications will be attached to the Respondent's Response and will become a part of the Response as if originally submitted. The CPO or his designee will initiate and schedule a time and location for any presentations which may be required.

As a part of the negotiation process, JEA may contact the references provided by the Respondent for the purpose of independently verifying the information provided in the Response, and to assess the extent of success of the projects associated with those references. JEA also reserves the right to contact references not provided by Respondents. Respondents may be requested to provide additional references. The results of the reference checking may influence the final negotiation, ranking, and Award recommendation.

After written clarifications, oral presentations, site visits, and any other negotiations deemed by JEA to be in its best interest, the Short-list Respondents will be given a deadline to submit their best and final offer (the "Best and Final Offer" or "BAFO"). The negotiation process will stop upon submission of the BAFO. Respondents will not be allowed to make further adjustments to their BAFO or communicate further with JEA, except to respond to requests for clarification from the Negotiating Team.

The JEA Negotiating Team will adjust and calculate the final rankings of the Short-list based on the BAFO submissions. JEA does not anticipate reopening negotiations after receiving the BAFOs, but reserves the right to do so if it believes doing so will be in the best interests of JEA. In the event that JEA reopens negotiations, any final rankings will be revised accordingly.

Negotiations will not be open to the public, but will be recorded. All recordings of negotiations and any records, documents, and other materials presented at negotiation sessions are public records and can be released pursuant to a public records request after a notice of intended decision for this ITN is posted, or thirty (30) days after the opening of the Responses, whichever occurs earlier.

The Award recommendation of the Negotiating Team will be based upon the scoring of the BAFOs and the Selection Criteria described below in this ITN. The Respondent with the highest score will be submitted to the CPO for approval. Once approved, the CPO will then present an Award to the JEA Awards Committee for final approval.

In its sole discretion, JEA reserves the right to withdraw this ITN either before or after receiving Responses, to reject any and all Responses either in whole or in part, with or without cause, or to waive any ITN requirement informalities, minor irregularities, and deficiencies in any Response, and to determine such action is in the best interest of JEA. Issuance of this ITN in no way constitutes a commitment by JEA to make an Award or enter into a Contract.

All Responses submitted to JEA are subject to the JEA's terms and conditions contained in this ITN and JEA's Procurement Code. Any and all additional terms and conditions submitted by Respondents are rejected and shall have no force.

ITN Schedule of Events

Action	Date
Issue ITN	October 9, 2017
Pre-Response meeting	October 18, 2017
Response Due Date	October 31, 2017
Review Minimum Qualifications – Disqualify companies that do not meet minimum qualifications	2 business days
Evaluate all Responses- develop Short-list.	2 business days (to run parallel to the minimum qualifications reference check)
Announce - Short-list	1 business days
Negotiation phase	5 business days
Issue to Short-list a list of observations and concerns to address in the Best and Final Offer	1 business day
Short-listed Respondents prepare and submit Best and Final Offer	3 business days
Receive Best and Final Offers	1 business day
Evaluate and determine final ranking	1 business days

** Note the timeframes and dates listed above are subject to change **

1.3.3. ALTERNATE PROVISIONS AND CONDITIONS

Responses that contain provisions that are contrary to requirements found on this ITN, including, but not limited to, the Contract terms and conditions contained in Section 2 of this ITN, and any requirements found in the Technical Specifications attached as Appendix A to this ITN, will be reviewed but may not be accepted by JEA. However, as this is an ITN, JEA reserves the right to negotiate the best terms and conditions if determined to be in the best interests of JEA, and negotiate different terms and related price adjustments if JEA determines that it provides the best value to JEA.

1.4. SELECTION CRITERIA

1.4.1. QUOTATION OF RATES

Maximum score for criterion is: 100 POINTS

Respondent shall provide a firm-fixed price quote for all Work in this ITN by completing the enclosed Appendix B Response Form and Response Workbook. The prices shall include all profit, taxes, benefits, travel, and all other overhead items.

Please note, the prices quoted by Respondent on the Appendix B Response Form and Appendix B Response Workbook must be firm-fixed prices, not estimates.

1.4.2. TIE

In the event of a tie score, the tie shall be resolved in accordance with JEA's Procurement Code and Operational Procedures.

1.5. GENERAL INSTRUCTIONS

1.5.1. SUBMITTING THE RESPONSE

The Respondent shall submit one (1) original Response, two (2) duplicates (hardcopies) and one (1) CD or flash drive. For the submitted electronic copy, the Respondent shall provide a tracked changes version of any terms and conditions comments and an excel version of the quotation of rates workbook. Combed binders are preferred. If there is a discrepancy between the electronic and the hard copy, the hard copy will prevail. JEA will not accept Responses transmitted via email. **IF RESPONDENT IS INTERESTED IN RECEIVING A RESPONSE FORM IN A WORD FORMAT, PLEASE EMAIL NATHAN WOYAK AT WOYANJ@JEA.COM WITH THE REQUEST. REQUESTS MUST BE MADE NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE RESPONSE OPENING.**

1.5.2. CALCULATION OF THE RESPONSE PRICE

JEA will use the Respondents Total Response Price stated on the Response Form when making price comparisons for Award purposes.

1.5.3. ADDENDA

JEA may issue Addenda prior to the opening of Responses to change or clarify the intent of this Invitation to Negotiate (ITN). The Respondent shall be responsible for ensuring it has received all Addenda prior to submitting its Response and shall acknowledge receipt of all Addenda by completing the Confirmation of Receipt of ITN Addenda. JEA will post Addenda when issued online at JEA.com. Companies must obtain Addenda from the JEA.com website. All Addenda will become part of the ITN and any resulting Contract Documents. It is the responsibility of each Respondent to ensure it has received and incorporated all Addenda into its Response. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Response at JEA's sole discretion.

1.5.4. CONTRACT EXECUTION AND START OF WORK

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

Upon JEA's receipt of the executed Contract and certificate of insurance, JEA will issue a PO, in writing and signed by an authorized JEA representative as acceptance of the Proposal and authorization for the company to proceed with the Work, unless otherwise stated in the Contract or PO.

1.5.5. CONFLICT OF INTEREST

A person or company who receives a Contract which was not procured pursuant to public bidding procedures to perform a feasibility study, or who participated in the drafting of an invitation to Response or request for proposals,

or who developed a program for future implementation shall not be eligible to contract with JEA for any other contracts dealing with that specific subject matter.

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

1.5.6. DEFINED TERMS

Words and terms defined in the Section entitled "Definitions" of this document are hereby incorporated by reference into the entire document.

1.5.7. EX PARTE COMMUNICATION

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

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

1.5.8. SAFETY QUALIFICATION REQUIREMENTS (IFB)

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

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

1.5.9. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

By signing and submitting the Response Form, the Respondent certifies and represents as follows:

A. That the individual signing the Response Form is a duly authorized agent or officer of the Respondent. Responses submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Response Form, satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Response is submitted by a partnership, the Response Form must be signed by a partner whose title must be listed under the signature. If an individual other than a partner signs the Response Form, satisfactory evidence of authority to sign must be submitted upon request by JEA.

B. That every aspect of the Response and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA

assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.

C. The corporation or partnership must be in active status at the Florida Division of Corporations (www.sunbiz.org) prior to any subsequent Award of Contract.

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

E. That the Respondent has read, understands and will comply with the Section titled Ethics.

1.5.10. ETHICS

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

The Respondent shall submit only one Response in response to this Solicitation. If JEA has reasonable cause to believe the Respondent has submitted more than one Response for the same Work, other than as a Subcontractor or subsupplier, JEA shall disqualify the Response and may pursue debarment actions.

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

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

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Responses from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Respondent listed on the Convicted Vendor list for any transaction exceeding \$35,000 for a period of 36 months from the date of being placed on the Convicted Vendor list.

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

1.5.11. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.5.12. MATHEMATICAL ERRORS

In the event of a mathematical error in calculation of the prices entered on the Response, the Unit Prices will prevail. The corrected Response Price utilizing the Unit Prices will be used to determine if the Company is Awarded the Work or the Services. Subsequently, the Unit Prices will be used throughout the term of the Contract.

1.5.13. MODIFICATION OR WITHDRAWAL OF RESPONSES

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

1.5.14. PROHIBITION AGAINST CONTINGENT FEES

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

1.5.15. PROTEST OF ITN AND AWARD PROCESS

Respondents shall file any protests regarding this ITN in writing, in accordance with the JEA Purchasing Code, as amended. Copies of the JEA Purchasing Code are available online at www.jea.com.

1.5.16. RESERVATION OF RIGHTS TO JEA

This ITN provides potential Companies with information to enable the submission of written offers. This ITN is not a contractual offer or commitment by JEA to purchase products or services.

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

JEA reserves the right to reject any or all Responses, or any part thereof, and/or to waive informalities if such action is in its best interest. JEA may reject any Responses that it deems incomplete, obscure or irregular including, but not limited to, Responses that omit a price on any one or more items for which prices are required, Responses that omit Unit Prices if Unit Prices are required, Responses for which JEA determines that the Response is unbalanced, Responses that offer equal items when the option to do so has not been stated, Responses that fail to include a Bid Bond, where one is required, and Responses from Companies who have previously failed to satisfactorily complete JEA contracts of any nature or who have been scored by JEA as "Unacceptable" and as a result, are temporarily barred from bidding additional work.

JEA reserves the right to cancel, postpone, modify, reissue and amend this ITN at its discretion.

JEA reserves the right to cancel or change the date and time announced for opening of Responses at any time prior to the time announced for the opening of Responses. JEA may Award the Contract in whole or in part. In such cases whenever JEA exercises any of these reservations, JEA will make a commercially reasonable effort to notify, in writing, all parties to whom ITNs were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.5.17. SUNSHINE LAW

GENERAL

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

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

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

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

IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE JEA CUSTODIAN OF PUBLIC RECORDS AT: Public Records Request Coordinator, JEA, 21 West Church Street, T-8, Jacksonville, FL 32202, Ph: 904-665-8606, publicrecords@jea.com

1.5.18. LISTING OF SUBCONTRACTORS

The Respondent shall list the names of the major Subcontractors that it intends to use for this Work, unless the Work will be self-performed by the Respondent. The Subcontractors shall be listed on the Subcontractors Form which is available at jea.com. Failure to submit this form with the Response shall result in rejection of company's Response. The Respondent shall not use Subcontractors other than those shown on the Subcontractor Form unless it shows good cause and obtains the JEA Representative's prior written consent.

If the Respondent plans to use Subcontractors to perform over 50% of the Work, the Respondent shall obtain JEA's approval at least five (5) days prior to the Response Due Date. Failure to obtain JEA approval shall result in rejection of the company's Response.

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

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

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

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

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

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

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

G. Nadine Carswell, JSEB Manager
JEA, 21 W. Church Street, CC-6
Jacksonville, FL 32202
(904) 665-6257
carsgs@jea.com.

2. CONTRACT TERMS AND CONDITIONS

2.1. CONTRACT TERMS AND CONDITIONS

2.2. DEFINITIONS

2.2.1. DEFINITIONS

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

2.2.2. ACCEPTANCE

JEA's written notice by the Contract Administrator to the Company that all Work as specified in the Contract, or a portion of the Work as specified in a Task or Work Order, has been completed to JEA's satisfaction. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of

Work. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

2.2.3. ADDENDUM/ADDENDA

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

2.2.4. ANNIVERSARY DATE

The date which is twelve (12) months after the effective date of the Contract, and each date which is twelve (12) months after an Anniversary Date that occurs while the Contract is in effect.

2.2.5. AWARD

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

2.2.6. CONTRACT

An agreement between JEA and the Respondent, signed by both parties, which incorporates all the Contract Documents. The Contract shall not be altered without an Amendment to the Contract and executed by JEA and the Respondent, or a JEA issued Change Order.

2.2.7. CONTRACT ADMINISTRATOR

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

2.2.8. CONTRACT AMENDMENT (JEA - 16026)

A written document signed by JEA and the Company issued after the execution of the original Contract which authorizes an addition, deletion or revision of the Scope of Work, or an adjustment in the Contract Price or the Term of the Contract. Contract Amendments do not authorize expenditures greater than the monies encumbered by JEA, which is stated on the associated Purchase Order(s). An executed Contract Amendment resolves all issues related to the Contract Price and the Term of the Contract.

2.2.9. CONTRACT PRICE

The total amount payable to the Company during the initial Term of the Contract. However, this amount is not a guaranteed amount. Also referred to as the "Maximum Indebtedness" of JEA.

2.2.10. CONTRACT TIME

The number of calendar days or the period of time from when the written Purchase Order is issued to the Company, to the date Company has agreed to complete the Work, as set forth in the Contract Documents.

2.2.11. DEFECT

Work that fails to reach Acceptance, or Work that fails meet the requirements of any required test, inspection or approval, and any Work that meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents.

2.2.12. HOLIDAYS

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

2.2.13. INVITATION TO NEGOTIATE

The document (which may be electronic) issued by the JEA Procurement Department to solicit Responses from Companies that include, but not limited to, the Minimum Qualifications Form, samples of contract documents and addenda. Also referred to as "Solicitation".

2.2.14. INVOICE

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

2.2.15. JEA

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

2.2.16. JEA REPRESENTATIVES

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

2.2.17. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER

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

2.2.18. PERFORMANCE - TOP PERFORMANCE/PERFORMER

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

2.2.19. PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER

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

2.2.20. PURCHASE ORDER (PO)

A commercial document issued by JEA, authorizing work, indicating types, quantities, and agreed prices for products or services the Company will provide to JEA. Sending a PO to a Company constitutes a legal offer to buy products or services. The words "Purchase Order" are clearly marked across the top, a PO number is used for reference and invoicing purposes, includes an authorized JEA signature, and states the dollar amount of the lawfully appropriated funds.

2.2.21. RESPONSE

The document describing the Company's offer submitted in response to this ITN.

2.2.22. RESPONDENT

The respondent to this Solicitation.

2.2.23. SUBCONTRACTOR

The legal person, firm, corporation or any other entity or business relationship that provides a portion of the work, or provides supplies and materials, to the Company which has an executed Contract with JEA. JEA is not in privity of contract with the Subcontractor.

2.2.24. SOLICITATION

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

2.2.25. TASK ORDER

A document that describes the Work or describes a series of tasks that the Company will perform in accordance with the Contract Documents. A Task Order may be issued as an attachment to a Purchase Order, but the Task Order is neither a Purchase Order, nor a Notice to Proceed.

2.2.26. TERM

The period of time during which the Contract is in force or until the Contract's Maximum Indebtedness is reached, whichever occurs first.

2.2.27. UNIT PRICES

The charges to JEA for the performance of each respective unit of Work as stated in the Response Workbook, Bid Form, or Proposal Form, and incorporated into the Contract Documents.

2.2.28. WORK OR SCOPE OF SERVICES

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

2.3. CONTRACT DOCUMENTS

2.3.1. ORDER OF PRECEDENCE

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

- o Contract Amendments
- o Executed Contract Documents

- o Exhibits to Contract Documents
- o Addenda to JEA ITN
- o Drawings associated with this ITN
- o Exhibits and Attachments to this ITN
- o Technical Specifications associated with this ITN
- o ITN Solicitation
- o References
- o Company's Response

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

2.4. PRICE AND PAYMENTS

2.4.1. PAYMENT METHOD- UPON DELIVERY AND INVOICE

Company shall invoice JEA upon Delivery and Acceptance of the Work. Invoices may be submitted for each Delivery, or on a monthly basis for deliveries that occurred during the month.

For relocates or laterals the contractor will be paid based on the Oracle EAM Estimate.

2.4.2. COST SAVING PLAN

During the Term of this Contract, JEA and Company are encouraged to identify ways to reduce the total cost to JEA related to the Work provided by the Company ("Cost Savings Plan"). JEA and Company may negotiate Amendments to this Contract that support and allow such reductions in total costs including, but not limited to, the sharing of savings resulting from implementation of cost-reducing initiatives between JEA and Company. The decision to accept any cost savings plan shall be in the sole discretion of JEA, and JEA shall not be liable to Company for any cost that may be alleged to be related to a refusal to accept a Cost Savings Plan proposed by Company.

2.4.3. PRICE ADJUSTMENT-FIXED THREE YEARS, ANNUAL THEREAFTER

Contract prices for the Work will remain fixed through the first three (3) years of the Contract. Thereafter, the Company may request a CPI annually. Each request for a Price Adjustment, after the three (3) year fixed period must be made within thirty (30) days after the completion of each year from the date (Anniversary Date). When a timely price adjustment request is received, JEA will recognize the price adjustment within thirty (30) days after the Anniversary Date. No retroactive price adjustments will be allowed.

Unless the Company and JEA make other agreements, the annual price adjustment for the Contract shall be in accordance with the Consumer Price Index for all urban consumers published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The index used will be the unadjusted percent change for the previous 12 months of the Company's written CPI adjustment request is received by JEA.

In the event the applicable price publication ceases, the Company and JEA shall mutually agree on a replacement index. If the Company and JEA fail to agree on a replacement index, the Contract shall terminate on the next Anniversary Date.

2.4.4. DISCOUNT PRICING

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

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

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

2.4.5. PROMPT PAYMENT TO SUBCONTRACTORS, SUB-SUBCONTRACTORS AND SUPPLIERS

When the Company receives payment from JEA for labor, services or materials furnished by Subcontractors and suppliers that are hired by the Company, the Company shall remit payment due (less proper retainage) to those Subcontractors and suppliers within 10 days after the Company's receipt of payment from JEA. Nothing herein shall prohibit the Company from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its Subcontractors and suppliers. In the event of such dispute, the Company may withhold the disputed portion of any such payment only after the Company has provided written notice to JEA and to the Subcontractor and supplier whose payment is in dispute, stating the amount in dispute and specifically describing the actions required to cure the dispute. The Company shall deliver such notice to JEA and to the said Subcontractor or supplier within 10 days following the Company's receipt of payment from JEA. The Company shall pay all undisputed amounts due within the time frames specified herein.

The prompt payment requirements herein shall, in no way, create any contractual relationship or obligation between JEA and any Subcontractor, supplier, JSEB, or any third-party, nor create any JEA liability for the Company's failure to make timely payments as required. The Company's failure to comply with the prompt payment requirements, however, shall constitute a material breach of its contractual obligations to JEA. As a result of such breach, JEA, without waiving any other available remedy it may have against the Company, may issue joint checks and charge the Company a 0.2% daily late payment interest charge or charges as specified within the Florida Statutes, whichever is greater.

2.4.6. INVOICING AND PAYMENT TERMS

Within sixty (60) days from completion of the Work, the Company shall submit all Invoices in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following address: JEA Accounts Payable, P.O. Box 4910, Jacksonville, FL 32201-4910.

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

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

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

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

In the case of early termination of the Contract, all payments made by JEA against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Company. If the parties determine that the sum of all

previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to JEA within ten (10) days of determination or written notice.

2.4.7. JSEB - INVOICING AND PAYMENT

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

2.4.8. OFFSETS

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

2.4.9. TAXES

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

2.5. WARRANTIES AND REPRESENTATIONS

2.5.1. WARRANTY

The Company unconditionally warrants to JEA for a period of not less than TWO (2) year(s) from the date of JEA Acceptance, that all Work furnished under the Contract, including but not limited to, materials, equipment, goods, workmanship, labor, services, and intellectual property, including derivative works shall be:

Performed in a safe, professional and workman-like manner; and

- o free from Defects in design, material, and workmanship; and
- o fit for the use and purpose specified or referred to in the Contract; and
- o suitable for any other use or purpose as represented in writing by the Company; and
- o in conformance with the Contract Documents; and
- o merchantable, new and of first-class quality.
- o The Company warrants that the Work shall conform to all applicable standards and regulations promulgated by federal, state, local laws and regulations, standards boards, organizations of the Department of State, and adopted industry association standards.

Labor/Services:

At JEA's option, if the Company performs labor/services that fails to conform to the above mentioned warranties, JEA may correct the Defect at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time upon notice by JEA, or JEA may return the Work at the Company's expense and terminate the Contract.

Materials, Supplies or Goods:

At JEA's option, if the Company provides materials, supplies, or goods that fail to conform to the above mentioned warranties, JEA may correct the Defect at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time upon notice by JEA, or JEA may return the Work for correction or replacement at the Company's expense, or JEA may return the Work at the Company's expense and terminate the Contract.

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

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

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

Where spare parts may be needed, Company warrants that spare parts will be available to JEA for purchase for at least 75 percent of the stated useful life of the product.

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

2.6. INSURANCE, INDEMNITY AND RISK OF LOSS

2.6.1. INSURANCE

INSURANCE REQUIREMENTS

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

Workers' Compensation

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

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

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

Excess or Umbrella Liability

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

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

Company shall specify JEA as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, its board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

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

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

2.6.2. INDEMNIFICATION

2.6.2.1. TITLE AND RISK OF LOSS

Ownership, risks of damage to or loss of the Work shall pass to JEA upon Acceptance. The Company shall assume all risk of loss or damage to the Work while items are in transit and/or in the Company's custody until such time that JEA issues written notice of Acceptance.

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

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

2.6.3. ENVIRONMENTAL INDEMNIFICATION

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

2.6.4. INDEMNIFICATION (JEA STANDARD)

For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless and indemnify JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract.

2.6.5. RISKS AND PROPERTY

Ownership, risks of damage to or loss of the items shall pass to JEA upon Acceptance. The Company shall retain the sole risk of loss to the Work up to and including the time of Acceptance. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage.

2.7. ACCEPTANCE

2.7.1. DELAY IN ACCEPTANCE OR DELIVERY

JEA may delay delivery or acceptance of goods in the event of any unforeseen event. The Company shall hold the goods pending JEA's direction, and JEA will be liable only for direct increased costs incurred by the Company by reason of JEA's instructions.

2.7.2. ACCEPTANCE OF WORK - RECEIPT, INSPECTION, USAGE AND TESTING

The Contract Administrator will make the determination when Work is completed and there is Acceptance by JEA. Acceptance will be made by JEA only in writing, and after adequate time to ensure Work is performed in accordance with Contract Documents. JEA will reject any items delivered by Company that are not in accordance with the Contract, and shall not be deemed to have accepted any items until JEA has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the items has become apparent. JEA may partially accept the Work items. If JEA elects to accept nonconforming items, it may in addition to other remedies, be entitled to deduct a reasonable amount from the price as compensation for the nonconformity. Any Acceptance by JEA, even if nonconditional, shall not be deemed a waiver, or settlement or acceptance of any Defect.

Items specifically required prior to Acceptance (typically redline markups or As-builts) are described in JEA's Fiber Optic Overhead Standards dated August 4, 2017 Section VII. located on jea.com at the following link:

https://www.jea.com/Engineering_and_Construction/Electric_Reference_Materials/Overhead_Electric_Distribution_Standards/

2.8. TERM AND TERMINATION

2.8.1. TERM OF CONTRACT – DEFINED DATES

This Contract shall commence on the effective date of the Contract, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for five (5) years, or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole option to renew the Contract.

It is at JEA's sole option to renew the Contract for an additional one (1) year period.

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

2.8.2. TERMINATION FOR CONVENIENCE

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

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or has become obligated prior to receiving JEA's notice of termination.

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

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

2.8.3. TERMINATION FOR DEFAULT

JEA may give the Company written notice to discontinue all Work under the Contract in the event that:

- o The Company assigns or subcontracts the Work without prior written permission;
- o Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- o A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- o The Company makes an assignment for the benefit of creditors;
- o The Company suspends the operation of a substantial portion of its business;
- o The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- o The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents;
- o The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- o The Company breaches any of the representations or warranties;
- o The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA; or
- o Any material change in the financial or business condition of the Company.

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

Once Company is declared to be in default, JEA will charge the expenses of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JEA upon receipt of notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

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

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

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

2.8.4. INDEMNIFICATION-RELEASE OF JEA CUSTOMER INFORMATION

Company indemnifies, defends and holds JEA harmless from any and all claims associated with the unwarranted disclosure of any JEA customer information that is in its possession either in paper or electronic format, including disclosure caused by theft, electronic system malfunction, negligence, or any other cause for the information to become public or otherwise used for malicious intents.

2.8.5. TELEPHONE CONSUMER PROTECTION ACT (“TCPA”)

Company indemnifies, defends and holds JEA harmless from any and all claims associated with a violation of the Telephone Consumer Protection Act (eCFR Title 47 Part 64).

2.9. PRELIMINARY MATTERS

2.9.1. LICENSES

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

2.9.2. PRE-WORK MEETING AND PROGRESS MEETINGS

The Contract Administrator may, at his or her discretion, request Pre-Work Meetings to be held prior to start of any Field Work. Such meeting(s) shall be attended by, but not limited to, the Company Representative and Company Supervisor. The Contract Administrator will notify the Company in writing of the meeting time and location at least two days prior to the meeting date. In addition, construction progress meetings will be held at a frequency as determined by JEA, but shall not be more often than once per week. Such meeting(s) shall be attended by, but not limited to, the Company's project manager and Company's Supervisor.

2.9.3. WORK LOCATION

Work shall be performed at the following location(s): VARIOUS JEA SITES

2.9.4. UNFORESEEN CONDITIONS

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

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

2.10. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.10.1. PUBLIC RECORDS LAWS

Access to Public Records.

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

Redacted copies of Confidential Information.

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

Request for Redacted Information.

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

Indemnification for Redacted Information.

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

Public Records Clause for Service Contracts.

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

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

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

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

2.10.2. INTELLECTUAL PROPERTY

The Company grants to JEA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party service provider) the Company's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

If the Work contains, has embedded in, requires for the use of any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, the Company shall secure for JEA an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. The Company shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider.

Should JEA, or any third party obtaining such work product through JEA, use the Work or any part thereof for any purpose other than that which is specified herein, it shall be at JEA's sole risk.

The Company will, at its expense, defend all claims, actions or proceedings against JEA based on any allegation that the Work, or any part of the Work, constitutes an infringement of any patent or any other intellectual property right, and will pay to JEA all costs, damages, charges, and expenses occasioned to JEA by reason thereof. JEA will give the Company written notice of any such claim, action or proceeding and, at the request and expense of the Company, JEA will provide the Company with available information, assistance and authority for the defense.

If, in any action or proceeding, the Work, or any part thereof, is held to constitute an infringement, the Company will, within 30 days of notice, either secure for JEA the right to continue using the Work or will, at the Company's expense, replace the infringing items with noninfringing Work or make modifications as necessary so that the Work no longer infringes.

The Company will obtain and pay for all patent and other intellectual property royalties and license fees required in respect of the Work.

2.10.3. PROPRIETARY INFORMATION

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

2.10.4. PUBLICITY AND ADVERTISING

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

2.10.5. PATENTS AND COPYRIGHTS

In consideration of ten dollars (\$10.00), receipt and sufficiency is hereby acknowledged, Company shall hold harmless and indemnify JEA from and against liability or loss, including but not limited to any claims, judgments, court costs and attorneys' fees incurred in any claims, or any pretrial, trial or appellate proceedings on account of infringements of patents, copyrighted or uncopyrighted works, secret processes, trade secrets, patented or unpatented inventions, articles or appliances, or allegations thereof, pertaining to the Services, or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by Company.

Company will, at its own expense, procure for JEA the right to continue use of the Services, parts or combinations thereof, or processes used therein resulting from a suit or judgment on account of patent or copyright infringement.

If, in any such suit or proceeding, a temporary restraining order or preliminary injunction is granted, Company will make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of such restraining order or temporary injunction.

If, in any such suit or proceeding, any part of the Services is held to constitute an infringement and its use is permanently enjoined, Company will, at once, make every reasonable effort to secure for JEA a license, authorizing the continued use of the Services. If Company fails to secure such license for JEA, Company will replace the Services with non-infringing Services, or modify the Services in a way satisfactory to JEA, so that the Services are non-infringing.

2.10.6. WORK MADE FOR HIRE

With the exception of Company's pre-existing intellectual capital and third-party intellectual capital as described in Intellectual Property, as stated herein, JEA shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to any project generated by the Work including, but not limited to, software, source code, reports, deliverable, or work product developed by the Company specifically for JEA in connection with the Work, and derivative works relating to the foregoing. Such Work shall include, but shall not be limited to, those reports and deliverables specified in the Contract Documents. The Company understands and agrees that the "work made for hire", or any portion of the Work, shall be a "work made for hire" for JEA pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but, previously developed by the Company specifically for other customers of the Company or for the purpose of providing substantially similar services to other Company customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of JEA deliverables are not deemed works made for hire by operation of law, the Company hereby irrevocably assigns, transfers, and conveys to JEA, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, the Company acknowledges that JEA shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. The Company agrees to execute any documents or take any other actions as may reasonably be necessary, or as JEA may reasonably request, to perfect or evidence JEA's ownership of the Work.

2.11. LABOR

2.11.1. NONDISCRIMINATION

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

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

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

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

2.11.2. LEGAL WORKFORCE

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

2.11.3. PROHIBITED FUTURE EMPLOYMENT

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

2.11.4. HIRING OF OTHER PARTY'S EMPLOYEES

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two (2) years from the termination date of this Agreement. It shall not be considered a breach of this Section for either party to make employment solicitations to the general public or groups that may include employees of the other party. Nor shall it be considered a breach of this Section for either party to respond to, act upon, or accept inquiries and applications resulting from, or make offers of employment resulting from, (i) such solicitations to the general public or groups or (ii) unsolicited employment inquiries or applications.

2.11.5. COMPANY'S LABOR RELATIONS

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

2.11.6. JEA WORKPLACE TOBACCO USE POLICY

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

2.12. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.12.1. JEA ACCESS BADGES

If the scope of work described in this Contract requires a Company to access JEA facilities over a period of time, each Company employee shall apply for a JEA access badge through JEA's Security Department. JEA will run a seven (7) year background check on all Company employee's that apply for a JEA access badge.

An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com.

JEA does not allow Company employees to share JEA access badges. A Company whose employees are found to be sharing JEA access badges, will result in the Contract being terminated immediately for default. Additionally, JEA shall be notified within 6 hours of a lost or stolen JEA security badge or when an employee leaves the Company. Report badge termination notifications to JEA Security at (904) 665-8200.

2.12.2. TRANSITION SERVICES

At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), JEA may request Company to provide reasonable transition assistance services ("Transition Assistance"). Company will provide such Transition Assistance until such time as JEA notifies the Company that JEA no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service contractor (either JEA itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by JEA, those third parties shall cooperate with Company in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Company.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to JEA. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Company charges to government entities for comparable services; provided however, that if JEA terminates the Contract because of a breach by Company, then (i) the Transition Assistance shall be provided at no cost to JEA, and (ii) JEA will be entitled to any other remedies available to it under law. Company may withhold Transition Assistance after the Termination Date if JEA does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Company in accordance with the invoicing and payment provisions of the Contract.

2.12.3. JEA CRITICAL INFRASTRUCTURE PROTECTION (CIP)

Pursuant to federal regulations, JEA is required to implement Critical Infrastructure Protection (CIP) and comply with NERC/FERC reliability standards for identified assets (collectively the "Assets"). Assets can be defined as either physical or cyber that are essential for JEA to maintain the integrity of the bulk electric system. Therefore, a Company that requires access to the Assets shall require that each of its employees, who require unescorted access apply for a JEA access badge through JEA's Security Department. Depending on which Assets a Company must access will determine the specific training and/or personal background screenings that will be required before a JEA badge can be issued. JEA will pay for reasonable costs associated with initial background screenings and training for required Company employees. However, if an initial screening is failed, the Company will be responsible for the cost of that screening and for additional screening costs related to Company employee turnover. An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitbadge@jea.com.

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

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

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

2.12.4. COMPANY REPRESENTATIVES

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

2.12.5. BACKGROUND CHECKS AND OTHER INFORMATION SECURITY POLICIES

The Company, at its expense, shall conduct appropriate background checks and screen each individual who will provide services to JEA as a part of the Work or who will have access to JEA's computer systems, either through on-site or remote access. The minimum background screening process shall include, but not be limited to, the following checks:

1. Social Security Number (SSN) Trace;
2. Criminal Records (County and State Criminal Felony and Misdemeanor, National Criminal Database, Federal Criminal);

3. Background checks undertaken by JEA for its own employees who have duties similar to the duties of the Company's employee(s); and
4. Background checks which may be required pursuant to applicable background screening policies adopted by JEA from time to time.

The background screening must be conducted prior to the employee providing any services or performing any work for JEA. JEA has the right to require more regular background checks and has the right to require that the Company provide background check results to JEA. JEA shall have the right to audit the Company's background check process to ensure compliance with JEA standards. If, at any time, the Company discovers that an individual providing services to JEA as a part of the Work has a criminal record that includes a felony or misdemeanor, the Company shall immediately inform JEA and JEA will assess the circumstances surrounding the conviction, time frame, nature, gravity and relevancy of the conviction to the job duties. JEA, in its sole discretion, shall determine whether the individual will be placed on, or terminated from, a JEA assignment. Additionally, all individuals providing services to JEA shall have the responsibility to self-disclose any misdemeanor or felony conviction that occurs while assigned to JEA within three business days of the conviction. If the Company learns of any such conviction, the Company shall notify JEA immediately. The Company shall comply with all applicable laws and regulations governing the conduct of background checks, including but not limited to the Fair Credit Reporting Act (FCRA). Failure of the Company to comply with the terms of this paragraph may result in immediate termination of its contract with JEA.

2.12.6. COMPANY REVIEW OF PROJECT REQUIREMENTS

The Company shall review the Work requirements and specifications prior to commencing Work. The Company shall immediately notify the Contract Administrator in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. JEA will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order as appropriate if JEA is in agreement with the alleged conflict, and issue revised specifications. Any Work the Company performs prior to receipt of approved Change Order will be at the Company's sole risk.

2.12.7. EMERGENCY EVENTS

In the event that a system-wide emergency arises during the Term of this Contract for which JEA requires assistance from the Company including, but not limited to, severe storms, large-scale fires, floods, and terrorist attacks, the Company acknowledges the importance of JEA infrastructure and agrees to support, with all its resources, skills and capabilities, and the maximum extent possible, all restoration efforts of JEA. The Contract Administrator shall notify the Company when an emergency event occurs and the Company agrees to mobilize its full resources immediately. In the event conditions are such that an emergency event is likely in progress, but the Company has not been notified by the Contract Administrator, the Company shall make all efforts to contact a JEA Representative to determine if and how it should respond. JEA agrees to reimburse the Company for its actual costs incurred, plus overhead and profit, the total not exceeding twelve percent (12%), and any one-time expended cost incurred as a result of supporting JEA during the emergency event.

2.12.8. DELIVERY LOCATION

The delivery address for items provided under this Contract is: VARIOUS

2.12.9. LICENSES

The Company shall comply with all licensing, registration and/or certification requirements pursuant to applicable laws, rules and regulations. The Company shall secure all licenses, registrations and certifications as required for the

performance of the Work and shall pay all fees associated with securing them. The Company shall produce written evidence of licenses and other certifications immediately upon request from JEA.

2.12.10. RETURNED OR UNUSED MATERIALS

To the extent that items can be resold by the Company, the Company agrees to take back for full credit or monetary refund to JEA all excess items purchased pursuant to this Contract or items that may be added to this Contract in the future.

2.12.11. SAFETY AND PROTECTION PRECAUTIONS

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

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

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

2.12.12. SHIPPING - FOB DESTINATION

Items are purchased F.O.B. destination. The Company shall ensure the following:

- o Pack and mark the shipment to comply with the Contract Documents; or in the absence of specifications in the Contract Documents, prepare the shipment in conformance with carrier requirements;
- o Prepare and distribute commercial bills of lading;
- o Deliver the shipment in good order and condition to the point of delivery specified in the Contract;
- o Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by JEA Representative at the delivery point specified in the Contract;
- o Be responsible for obtaining any permits required for transportation to the installation site;
- o Furnish a delivery schedule and designate the mode of delivering carrier; and
- o Pay and bear all charges to the specified point of delivery.

2.12.13. STORM PREPAREDNESS

In the event of a Hurricane Warning, Tropical Storm Warning, or other large storm affecting the Work Location, the Company shall secure, or shall remove and store all equipment and materials at the Work Location including, but not limited to, cones, barricades, lights and signs. The Company shall begin taking such precautions as necessary to secure the Work Location upon official issuance of mandatory evacuation of the area of the Work Location and no later than 24 hours prior to predicted arrival of tropical storm or hurricane force winds, or when notified by a JEA

Representative to do so. These activities are considered a regular part of the Work, regardless of the frequency they are required.

2.12.14. WORKMANSHIP

The Company shall perform all Work in a safe and professional manner, so as to render a neat and uniform appearance. The Company shall handle all material in such a way as to preserve its finish and protective coatings from damage. General arrangement shall be in accordance with JEA Distribution Construction Standards and shall be satisfactory to the Contract Administrator.

2.13. VENDOR PERFORMANCE EVALUATION

2.13.1. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

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

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

Frequency of Evaluations

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

Unacceptable Performance

- o If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have 10 days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- o Within 30 days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.
- o If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have 15 days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the 15-day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance,

or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.

- o In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.
- o If the Company receives five or more letters of deficiency within any 12 month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

Acceptable Performance

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

Disputes

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

Public Records

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

2.14. JEA RESPONSIBILITIES

2.14.1. SUSPENSION OF SERVICES

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

2.14.2. FORCE MAJEURE

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

obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

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

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

2.14.3. COORDINATION OF SERVICES PROVIDED BY JEA

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

2.15. MISCELLANEOUS PROVISIONS

2.15.1. AMBIGUOUS CONTRACT PROVISIONS

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

2.15.2. AMENDMENTS

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

2.15.3. APPLICABLE STATE LAW; VENUE; SEVERABILITY

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

2.15.4. CUMULATIVE REMEDIES

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

2.15.5. DELAYS

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected

party, and the time for performance of either party hereunder shall be extended for a period of equal to any time lost due to such prevention or delay.

2.15.6. ENTIRE AGREEMENT

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

2.15.7. EXPANDED DEFINITIONS

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

2.15.8. HEADINGS

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

2.15.9. INDEPENDENT CONTRACTOR

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

2.15.10. LANGUAGE AND MEASUREMENTS

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

2.15.11. MEETINGS AND PUBLIC HEARINGS

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

2.15.12. NEGOTIATED CONTRACT

Except as otherwise expressly provided, all provisions of this Contract shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussion and negotiation of the provisions, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in the Contract shall not be construed against the party who physically prepared this Contract.

2.15.13. NONEXCLUSIVE

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

2.15.14. REFERENCES

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

2.15.15. RIGHT TO AUDIT AND FINANCIAL REPORTING

Accounting System

The Company shall establish and maintain a reasonable accounting system that enables JEA to readily identify the Company's assets, expenses, cost of goods, and use of funds.

Audited Financial Statements

The Company shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request, not later than five days after receipt of written request.

Content and Retention of Records

Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful Respondents, response recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Company shall, at all times during the term of this Contract and for a period of five years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

Inspection / Audit of Records

Upon JEA's request, the Company agrees to allow JEA to audit, to examine, and to make copies of or extracts from its financial and operating records (in whatever form they may be kept, whether written, electronic, or other) kept by the Company, its employees, agents, assigns, successors, and subcontractors, for the purpose of determining invoice accuracy, or otherwise assessing compliance with the Contract Documents.

The Company shall at any time requested by JEA, whether during or after completion of this Contract, and at Company's own expense make such records available for inspection and audit (including copies and extracts of records as required) by JEA. Such records shall be made available to JEA during normal business hours at the Company's office or place of business in a workspace suitable for the audit and [subject to a three day written notice/without prior notice]. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for JEA. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are performing the audit and for a period of two weeks thereafter. Company shall ensure JEA has these rights with Company's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Company and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Company's obligations to JEA.

Cost of Audits

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by JEA unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Company to JEA in excess of one-half of one percent (.5%) of the total contract billings, the Company shall reimburse JEA for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, JEA may recoup the costs of the audit work from the Company.

Billing Adjustments and Recoveries

Any billing payment recoveries to JEA that must be made as a result of any such audit or inspection of the Company's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of JEA's findings to Company.

Failure to Comply

If Company fails to comply with the requirements contained in this clause, the Company may be found to be in breach of the Contract, be subject to debarment or suspension of bidding privileges with JEA, and/or JEA may exercise any other remedies available by law.

2.15.16. SEVERABILITY

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

2.15.17. RELATIONSHIP OF THE PARTIES

The Company agrees that it shall perform the Work as an independent contractor and that it does not (a) have the power or authority to bind JEA or to assume or create any obligation or responsibility, express or implied, on JEA's part or in JEA's name, except as may be authorized by JEA under a separate written document, or (b) represent to any person or entity that it has such power or authority except as may be authorized by JEA under a separate written document.

2.15.18. SUBCONTRACTING OR ASSIGNING OF CONTRACT

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

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

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

that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

2.15.19. SURVIVAL

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

2.15.20. TIME AND DATE

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

2.15.21. TIME OF ESSENCE

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

2.15.22. TITLE TO MATERIALS FOUND

JEA shall retain the title to water, mineral matter, timber and any other materials that the Company, or its Subcontractors, encounters during the excavation or other operations of the Work. The Company shall use or dispose of this material in accordance with the Contract or written instructions from the Contract Administrator. Any materials found in the excavation, or other operations of the Company, that are of archaeological or historical value shall be left in place. The Company shall immediately notify JEA of the find and shall take no further action until directed by JEA.

2.15.23. USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE

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

2.15.24. WAIVER OF CLAIMS

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

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

3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

4. FORMS (APPENDIX B)

- Appendix B- Response Form
- Appendix B- Response Workbook
- Appendix B- Minimum Qualification Form

- Appendix B- Subcontractor List Form

APPENDIX A – Technical Specification

132-17 – Fiber Optic Cable Overhead Repair, and Maintenance

1. JEA Fiber Optic Cable system Description

- 1.1. JEA's fiber optic cable system supports the electric, water, and sewer business by providing SCADA and controls to JEA operators. The fiber system consists of about 575 miles of cable throughout the JEA service territory. About 75% is aerial ADSS fiber cable on Overhead distribution and Transmission pole and 25% in underground systems. The bulk of fiber used on the JEA's system consists of single-mode, dual-window (1300/1550 nm) cable in various fiber count sizes. JEA has no OPGW (Optical Ground Wire type cable).

2. Scope of Work

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a vendor that can provide for fiber optic cable overhead, repair, & maintenance services as needed at various JEA sites and provide the best value to JEA (the "Work" or "Services"). "Best Value" means the highest overall value to JEA with regards to pricing, quality, design, and workmanship.

This scope of work includes fiber optic cable relocates and laterals, maintenance/non-emergency repair, and emergency repair within the JEA Service area. The contractor is responsible for all labor, equipment and consumables required to complete the specified service related work detailed in the technical specification. This scope will include:

1. Installation/removal of Overhead Cable
2. Installation/relocation of Overhead Hardware
3. Miscellaneous minor Labor
4. Emergency Installation/removal of Overhead Cable
5. Emergency Installation/relocation of Overhead Hardware
6. Emergency Miscellaneous minor Labor
7. Supplemental Work Allowance (Contractor Supplied Materials and Equipment)

The Unit Codes, as stated on Appendix B Response Form, come from the JEA Overhead Fiber Optic Standards and are setup to be used with JEA's Oracle EAM system. For relocates or laterals the contractor will be paid based on the Oracle EAM Estimate. The JEA Overhead Fiber Optic Standard link is shown below.

https://www.jea.com/Engineering_and_Construction/Electric_Reference_Materials/Overhead_Electric_Distribution_Standards/

- 2.1. The Company must have employees, equipment and an office located within Duval County Florida or any of the adjacent counties Nassau, Clay, or St. Johns. The Company's office must be occupied and staffed with at least three (3) employees for duration of six (6) months prior to the Response Due Date stated in this Response.
- 2.2. The contractor should be aware that any high voltage transmission circuit in the vicinity would not be de-energized during the work on the fiber optics cable. If the contractor does not perform work near energized transmission lines, he must list this fact as an exception.
- 2.3. General Requirements The contractor is responsible for all labor, equipment, and consumables required to complete the units described below. ALL Items in Sections 3.1 through 3.3 are "Non Emergency" Service. ALL items in 3.4 through 3.6 are "Emergency Service".
- 2.4. Contractor Notification: Work for this contract shall be "Emergency Services" and "Non-Emergency services" with notification as described below.
 - 2.4.1. For "Non-Emergency service", the Owner will advise the contractor that a work unit/units are required to be performed within a minimum of one (1) week prior notice to the time the services are desired. Notification will initially be verbal and subsequently followed up by

email. This written documentation will state the project engineer's estimation of the scope of the work and the Contractor's expected start date. JEA may schedule work at any time in accordance with JEA communication network requirements.

2.4.2.For “Emergency Service”, the contractor will be expected to provide a 1 hour callback response and a 4 hour response to be on-site. Requests will be made by telephone with written confirmation of the verbal authorization to follow thereafter. The contractor shall be available for call out on a twenty-four (24) hours per day, seven days per week basis, in order to repair any interruption of service due to failure or damage of the fiber cable. The contractor shall supply to JEA a Contact list phone#, Emails and an escalation plan to make contact under emergency conditions.

2.5. Project Manager Requirements: The Contractor must have a project manager for the duration of the contract. The project manager shall be responsible for:

- (1) receiving “Work” from the JEA fiber team
- (2) planning and coordinating the contractors equipment and staff for the “Work”,
- (3) performing site visits,
- (4) preparing and submitting project billing along with applicable documentation per section 10 of the Overhead Fiber Standards

2.6. Documentation: Design plans will typically be supplied in 11 x 17 inch pdf format. The Contractor shall have, and maintain in good working order for the duration of the contract, a color printer and scanner with the 11 x 17 format size. The printer shall supply paper copies design plans to be given to the OH crew prior beginning work. The scanner shall be used to supply redline markup details for the completed work to be submitted on or before project billing per section VII.10 of the Overhead Fiber Standards. For emergency work, OH crews may not have design plans. The project manager may request plans for the emergency repair area for redline markup.

2.6.1.Fiber Asset Tracking JEA has a company-wide focus on Enterprise Asset Management. To facilitate this initiative within JEA’s Fiber assets, getting up-to-date accurate detailed Red-lines and As-built records is imperative. For All Overhead fiber optic work regardless of the original requestor within JEA, three copies of red-line Markups are needed. One should be supplied to the original requestor, a second should be supplied to Ralph Cary from the Technology Service Infrastructure group (Scan PDF per 3.8), a third should be retained by the contractor as a record copy. The contractor record copy should be retained for the duration of the contract and turned over to the Contract Administrator at the conclusion of the contract.

2.7. Types of "Work"

2.7.1.Relocates and laterals: New relocates and laterals “Work” will be issued on a per project basis through an Oracle EAM generated Project. New relocates and laterals “Work” is a “Non-Emergency service per 3.3.1.

2.7.2.Maintenance & Non-Emergency Repair (M&NER): M&NER “Work” **does not** producing an outage or reliability issue to JEA. M&NER “Work” may include, but not limited to, such things as replacing damaged or missing hardware, raising a low sagging cable, removal of obsolete fiber or copper control cables, relocation of fiber cables and hardware from an obsolete pole to a new pole, correcting problems with cable risers and repair to fiber cable outer jacket. When a cable relocation is greater than 2000 ft it will be considered new relocates and laterals. M&NER “Work” is a “Non-Emergency service per 3.3.1.

2.7.3.Emergency Repair (ER): ER “Work” does producing an outage or reliability issue to JEA. ER “Work” may include, but not limited to, fiber cable cut loss of fiber signal along a fiber line. A JEA on-call fiber tech will typically contact the contractor per the escalation plan to initiate repairs, ER “Work” is an “Emergency service” per 2.4.2.

- 2.8. Training and Access:** The contractor and all employees and subcontractors doing work for JEA must complete Contractor Safety training and Physical security training prior to the performing work. As is required, JEA makes revisions and updates to our Fiber Optic Standards. The contractor is expected to stay up to date on these revisions and updates. The contractor may be required to attend training classes when scheduled.
- 2.9. Subcontractors:** The contractor shall inform JEA of any additions/deletions of subcontractors within two business days within the date of the resource change and receive JEA contract administrator approval, through the term of the contract. For work that the prime company is capable of self-performing, the Subcontractor fees must be a pass through cost, and cannot be greater than the pricing on Appendix B Response workbook. When a subcontractor is used JEA requires backup documentation such as an invoice to identify how much the subcontractor is charging the prime company. Specialty work such as transmission work that is subcontracted shall be capped at 10% markup.
- 2.10. Work Start:** Typically time will not be paid between the notification and the arrival time on the site. Time will not be paid after departure from a job site when work is concluded.
- 2.10.1.** An exception is when the contractor has to resupply “Truck Stock”. explained below. The contractor is expected to maintain an adequate supply of material as normal “Truck Stock”. In the event of major emergency service which exceeds normal “Truck Stock” the contractor may charge time to resupply the “Truck Stock”. When this occurs it should be charged under section 3.6.
- 2.11.** For scheduled work, JEA will supply all materials. For Emergency repairs, JEA will submit a materials order for a stock of Overhead fiber optic materials for the contractor to store at the contractors’ warehouse. These materials will be replenished as is required. When specialized materials or equipment are required, the SWA Allowance (section 3.7) should be used.
- 2.12. Material and Storage:** Except as noted below in section 3.7, JEA will supply all materials. The contractor shall be required to load, locally transport and store for safekeeping any owner furnished equipment and materials, as required in the performance of any of the work under the UNIT price descriptions of section 4. These materials will be replenished as is required.
- 2.12.1. Materials for New Relocates and Laterals:** For new relocates and laterals the materials will be issued by the JEA Storeroom on a per project basis through an Oracle EAM generated Project.
- 2.12.2. Material for Emergency and Maintenance** For Emergency and maintenance services, JEA will submit a material order, separate of this contract, for stock of fiber optic materials for the contractor at the beginning of the contract. These materials should be picked up by the contractor from JEA’s storeroom and stored at the contractor’s site. As work is performed and materials are consumed this stock will need to be replenished. The contractor shall maintain an inventory of the materials issued and track the consumption on a per invoice basis. The contractor shall provide a quarterly (or more frequently if deemed necessary) material inventory report to JEA. When required, JEA will issue another material order to the JEA storeroom for additional materials. The contractor will then pick up the materials from the JEA storeroom and store them at the contractor’s site. Thus the materials will be replenished as is required. Note: The Space requirement is not very large. If the contractor has fenced in storage they will have 1-3 reel of cable and two industrial shelf worth of hardware

3. Enter the Unit Prices and Total Prices in all sections on Appendix B Response Workbook:

3.1. Units for Install (Pull) and Remove Overhead Fiber

Pull an ADSS Fiber optic cable on an existing Transmission or Distribution pole in accordance with JEA Overhead Fiber Optic Standard on jea.com. Cable may be any count of JEA standard OH Cables but must be appropriate for the repair.

Unit Code	Description
C.Fiber	JEA Overhead Fiber Optic Standard on jea.com (link shown in the Scope of Work)
REM-Fiber	REM-Fiber is to be used for removal of obsolete fiber cable and all associated attachments only. This unit is for maintenance only. This unit is not to be used when performing scheduled or emergency repairs.
REM-Pilot	REM-Pilot is to be used for removal of obsolete "Pilot Wire" (a copper Telephone type cable once used for Electric and Water control. also called "Control Cable") and all associated attachments only. This unit is for maintenance only.

3.2. Units for Install or Relocate Overhead Hardware

Installation of ADSS Fiber optic Attachment Hardware on an existing Transmission or Distribution pole in accordance with JEA Overhead Fiber Optic Standard. Hardware must be appropriate for the repair. Items with a Unit Code only can be found in the Fiber Optic Standards Manual available on JEA.com.

Unit Code	Description
FO-A	JEA Overhead Fiber Optic Standard on jea.com (link shown in the Scope of Work)
FO-ABD	JEA Overhead Fiber Optic Standard on jea.com (link shown in the Scope of Work)
FO-D	JEA Overhead Fiber Optic Standard on jea.com (link shown in the Scope of Work)
FO-DBD	JEA Overhead Fiber Optic Standard on jea.com (link shown in the Scope of Work)
FO-T (Distribution Poles only)	JEA Overhead Fiber Optic Standard on jea.com (link shown in the Scope of Work)
FO-TBD	JEA Overhead Fiber Optic Standard on jea.com (link shown in the Scope of Work)
FO-TL	JEA Overhead Fiber Optic Standard on jea.com (link shown in the Scope of Work)
FO-TLBD	JEA Overhead Fiber Optic Standard on jea.com (link shown in the Scope of Work)
FO-CS (Cable Storage)	JEA Overhead Fiber Optic Standard on jea.com (link shown in the Scope of Work)
RC.Fiber	Relocate fiber attachment on an Overhead Transmission or Distribution structure to another existing structure. Relocation of OH hardware includes detaching, relocation from one structure or position to another and reattaching to another location or structure. This attachment may include any of items above.
FO-RISIC	This item is located in the Underground Standards. It should be used when the majority of work to be billed is overhead. (link shown in the Scope of Work)

FO-RIS1W	This item is located in the Underground Standards. It should be used when the majority of work to be billed is overhead. (link shown in the Scope of Work)
FO-SB	OH Fiber Splice Box
RC.FO-SB	Relocation of OH Fiber Splice Box includes detaching, relocation from one structure or position to another and reattaching to another location or structure without an OH Fiber Splice Box
I.FIBCU	This item is located in the Underground Standards FO-RIS1W item 3. It should be used when the majority of work to be billed is overhead. This unit is for use when additional Down lead Cushions are required due to greater length. An additional unit should be placed every six to eight feet.
FO-TX-A	JEA Overhead Fiber Optic Standard on jea.com (Transmission) (link shown in the Scope of Work)
FO-TX-ABD	JEA Overhead Fiber Optic Standard on jea.com (Transmission) (link shown in the Scope of Work)
FO-TX-CR	JEA Overhead Fiber Optic Standard on jea.com (Transmission) (link shown in the Scope of Work)
FO-TX-D	JEA Overhead Fiber Optic Standard on jea.com (Transmission) (link shown in the Scope of Work)
FO-TX-DBD	JEA Overhead Fiber Optic Standard on jea.com (Transmission) (link shown in the Scope of Work)
FO-TX-DDE	JEA Overhead Fiber Optic Standard on jea.com (Transmission) (link shown in the Scope of Work)
FO-TX-DDEBD	JEA Overhead Fiber Optic Standard on jea.com (Transmission) (link shown in the Scope of Work)
FO-TX-GRD	JEA Overhead Fiber Optic Standard on jea.com (Transmission) (link shown in the Scope of Work)
FO-TX-GUY	JEA Overhead Fiber Optic Standard on jea.com (Transmission) (link shown in the Scope of Work)
FO-TX-SB	JEA Overhead Fiber Optic Standard on jea.com (Transmission) (link shown in the Scope of Work)
FO-TX-SBBD	JEA Overhead Fiber Optic Standard on jea.com (Transmission) (link shown in the Scope of Work)
FO-TX-TL	JEA Overhead Fiber Optic Standard on jea.com (Transmission) (link shown in the Scope of Work)
FO-TX-TLBD	JEA Overhead Fiber Optic Standard on jea.com (Transmission) (link shown in the Scope of Work)
FO-TX-VIB	JEA Overhead Fiber Optic Standard on jea.com (Transmission) (link shown in the Scope of Work)

3.3. Units for Miscellaneous Minor Labor

Where construction requires some special work to complete a repair which is not covered in any other units above, this work can be accounted for in this unit. The contractor shall supply a detailed description of work performed under this unit. The description shall contain location(s) and quantities of work, a description which explains clearly why the work does not fit under one of the proceeding units. **Examples of work description are:** “Second OH Crew was required to complete the work between _____ and _____” or “ Work performed within Transmission easement was not accessible with Bucket Truck at _____”.A typical description should be between 15-20 words.

New Units: If, after award of the Contract, it is found that there is a need for a unit not in the Response, the Work will be done under one of the "Miscellaneous Minor Labor" units. This phase of the Work will be closely monitored by the JEA Representative and the resulting cost for completing the new unit will be recorded. After five such installations are made, a new unit price is to be determined to be used thenceforth any time said new unit shall recur during the term of this Contract.

Unit Code	Description
FO-SEV	Hourly Crew Rate (minimum 3 person Crew)

EMERGENCY REPAIR

ALL items in 3.4 through 3.6 are EMERGENCY Repairs with a 4 hour lead time from the time of notification via telephone or direct connect.

3.4. Units for Emergency EMC Fiber: Pull Overhead Fiber See section 3.1

3.5. Units for Emergency EMFO-xx: Install Overhead Attachment Hardware See section 3.2

3.6. Units for Emergency Miscellaneous Minor Labor See section 3.3 and "Truck Stock" per 2.12.1.

3.7. Units for Supplemental Work Allowance (Contractor Supplied Materials, Equipment, MOT, and Railroad fees)

This contract is primarily a labor only contract but JEA acknowledges that there may be occasions where the contractor may need to supply some materials and specialized equipment. This should not be a common practice. When those occasions occurs this line item may be used to account for these materials and specialized equipment shall be accounted for using the line format in the Response Workbook. The contractor will charge JEA its cost for materials plus no more than 10% mark up.

Maintenance of Traffic (MOT): The Contractor, when required by the governing agency such as the City of Jacksonville or the Florida Department of Transportation (FDOT), shall maintain traffic in accordance with an approved Maintenance of Traffic (MOT) plan ("MOT Plan") submitted by the Company, on streets, roads, private ways, and walks. The Contractor shall assume full responsibility for the adequacy and safety of provisions made. The Contractor shall be solely responsible for the placement, maintenance and removal of the minimum number of devices required by the MOT Plan, or specified by the FDOT, for the control of traffic at the Work Location including, but not limited to signs, cones, lights, barricades, concrete barrier walls, police officers, flaggers, etc. ("MOT Items"). JEA will reimburse the Contractor for providing MOT Items according the MOT Plan. Reimbursement shall be based upon a direct reimbursable expense basis plus 10 percent for the Contractor's administrative expenses. The Contractor shall include costs for all MOT Items under item 3.7, Supplemental Work Allowance.

Railroads Work: All costs associated with railroad fees for railroad flagmen, watchouts, inspectors, supervisors, any additional training of Company's employees that is required by applicable laws, rules and regulations when performing Work in association with railways, any certifications required for successful completion of the Work and all other associated costs shall be included under item 3.7, Supplemental Work Allowance. Reimbursement shall be based upon a direct reimbursable expense basis plus 10 percent for the Company's administrative expenses.

Unit Code	Description
MA	Supplemental Work Allowance (Contractor Supplied Materials and Equipment)

Exhibit 1

(THIS IS AN EXAMPLE INVOICE WHICH DOES NOT NEED TO BE COMPLETED FOR THE RESPONSE)

<u>Item No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>		<u>Unit Price</u>	<u>Total Price</u>
1	100 Ft Reel of ¾" Stainless Steel Band,	2	Eac h Reel		\$__100.00__ —	\$__200.00__ —
2	36 Fiber Hybrid ADSS Fiber Cable, 30 Single mode, 6 Multimode	1500	FT		\$__2.00__ —	\$__3000.00__ —
3	12 Fiber Single mode for FDOT Demarcation	300	FT		\$__1.25__ —	\$__375.00__ —
4					\$_____ —	\$_____ —
5					\$_____ —	\$_____ —

APPENDIX B-LIST OF SUBCONTRACTORS FORM
132-17 Fiber Optic Cable Overhead Construction, Repair, & Maintenance

JEA Solicitation Number 132-17 requires certain major Subcontractors be listed on this form, unless the work will be self-performed by the Company.

The undersigned understands that failure to submit the required Subcontractor information on this form will result in bid rejection, and the Company agrees to employ the Subcontractors specified below: (Use additional sheets as necessary)

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

Type of Work	Corporate Name of Subcontractor (If work will be self-performed list "Self-performed" below)	Subcontractor Primary Contact Person & Telephone Number	Subcontractor's License Number (if applicable)	Percentage of Work or Dollar Amount
1. Transmission (greater than 26kv)				
2. Distribution (less than or equal to 26kv)				

Signed: _____

Company: _____

Address: _____

Date: _____

APPENDIX B MINIMUM QUALIFICATIONS FORM

132-17 Fiber Optic Cable Overhead Construction, Repair, & Maintenance

GENERAL

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

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

PLEASE SUBMIT THE ORIGINAL AND THREE (3) COPIES OF THIS FORM AND ANY REQUESTED ADDITIONAL DOCUMENTATION WITH THE BID SUBMISSION.

RESPONDENT INFORMATION

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: _____

MINIMUM QUALIFICATIONS:

Respondent shall meet the following Minimum Qualifications to be considered eligible to submit a Response to this ITN. JEA reserves the right to ask for back up documentation to confirm the Respondent meets the requirements stated below. **JE A will contact each reference to verify the information provided.** A Respondent not meeting all of the following criteria will have their Response rejected:

- The Company must have a State of Florida Electrical Contractor's License. Enter the number on Appendix B Minimum Qualification Form or provide documentation with the response.

License Number: _____

- The Company shall provide three (3) similar project references for overhead fiber optic cable work successfully completed within the last three (3) years as of the response due date. Each project shall be at least \$25,000 in value and shall include the following experience:
 - Aerial ADSS (All-Dielectric Self-Supporting) in the supply space in accordance with the applicable standards of Section 42 & 44 per NESC rule 224 and or OSHA regulation 1910.269 Appendix A-E.

APPENDIX B MINIMUM QUALIFICATIONS FORM

132-17 Fiber Optic Cable Overhead Construction, Repair, & Maintenance

REFERENCE 1

Reference Company Name_____

Reference Contact Person Name_____

Reference Contact Person Phone Number_____

Reference Contract Person E-Mail Address_____

Date Completed_____

Project Title _____

Location of Work_____

Value of Project _____

Includes Experience with Aerial ADSS (All-Dielectric Self-Supporting)? _____

Description of Project _____

APPENDIX B MINIMUM QUALIFICATIONS FORM

132-17 Fiber Optic Cable Overhead Construction, Repair, & Maintenance

REFERENCE 2

Reference Company Name _____

Reference Contact Person Name _____

Reference Contact Person Phone Number _____

Reference Contract Person E-Mail Address _____

Date Completed _____

Project Title _____

Location of Work _____

Value of Project _____

Includes Experience with Aerial ADSS (All-Dielectric Self-Supporting)? _____

Description of Project _____

APPENDIX B MINIMUM QUALIFICATIONS FORM

132-17 Fiber Optic Cable Overhead Construction, Repair, & Maintenance

REFERENCE 3

Reference Company Name_____

Reference Contact Person Name_____

Reference Contact Person Phone Number_____

Reference Contract Person E-Mail Address_____

Date Completed_____

Project Title _____

Location of Work_____

Value of Project _____

Includes Experience with Aerial ADSS (All-Dielectric Self-Supporting)? _____

Description of Project _____

APPENDIX B BID FORM
132-17 Fiber Optic Cable Overhead Construction, Repair, & Maintenance

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

Company Name: _____

Company's Address _____

Phone Number: _____ FAX No: _____ Email Address: _____

BID SECURITY REQUIREMENTS

- ☒ None required
☐ Certified Check or Bond (Five Percent (5%)
of Total Bid Price)

TERM OF CONTRACT

- ☐ One Time Purchase
☒ Annual Requirements 5 yr. term with 1 yr optional renewal

SAMPLE REQUIREMENTS

- ☒ None required
☐ Samples required prior to Bid Opening
☐ Samples may be required subsequent to
Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

- ☒ None required
☐ Bond required 100% of Bid Award

QUANTITIES

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

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS

- ☐ 1% 20, net 30
☐ 2% 10, net 30
☐ Other _____
☐ None Offered

ENTER YOUR TOTAL RESPONSE FOR THE ITN 132-17 SERVICES	TOTAL BID PRICE
132-17 Fiber Optic Cable Overhead Construction, Repair, & Maintenance (Transfer total from Appendix B Response Workbook)	\$ _____

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

RESPONDENT'S CERTIFICATION

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

We have received addenda _____

_____ through _____

Handwritten Signature of Authorized Officer of Company or Agent _____ Date _____

Printed Name and Title