



Procurement Department Bid Office  
Customer Center 1<sup>st</sup> Floor, Room 002  
21 W. Church Street  
Jacksonville, Florida 32202

December 7, 2017

ADDENDUM NUMBER: ONE (1)

TITLE: Electrical and Data Telecommunication Services

JEA SOLICITATION NUMBER: 139-17

BID DUE DATE: December 19<sup>th</sup> 2017

TIME OF RECEIPT: 12:00 PM

TIME OF OPENING: 2:00 PM

**THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES AND CLARIFICATIONS:**

**Add (1):**

JEA formally adds the following documents to this Solicitation. Additions are in **Red**, Bold, Underlined Font. Deletions are in **Red**, Bold, Strikethrough Font.

- **Addendum 1 Appendix B – Response Workbook (Revised)**  
**This document replaces the prior Appendix B – Bid Workbook in its entirety. The TOTAL BID PRICE has been modified to include five years in correspondence with Section 2.7.1 TERM AND TERMINATION.**
- **Addendum 1 Appendix B – Response Form (Revised)**  
**This document replaces the prior Appendix B – Bid Form in its entirety. TERM OF CONTRACT and SECTION 255.05, FLORIDA STATUTES CONTRACT BOND have been amended as indicated.**

**Add (2):**

JEA formally adds the questions and answers below to this Solicitation.

Supplier Inquiry: What is considered the “Bid Award” amount that needs to be 100% bonded?

**JEA Response: The bonded “Bid Award” amount has been amended per the revised Response Form provided in Add(1):. The bonded “Bid Award” amount is 20% of the TOTAL BID PRICE – one year of the total contract amount.**

Supplier Inquiry: The total bid price is based on ‘hypothetical’ hours spent and material used over the course of a 3 year period. This is not an actual dollar amount of a contract.

**JEA Response: The term of this award is clarified to a five year term. The Response Workbook has been modified to agree with Section 2.7.1 of the Solicitation Document.**

Supplier Inquiry: This contract is based on costs per hour (cost-plus/T&M) contract structure.

**JEA Response: Correct.**

Supplier Inquiry: Does the JEA want a bond for: a 3 year ‘hypothetical’ total of future T&M work?

**JEA Response: The term of this award is clarified to a five year term. The Response Workbook has been modified to agree with Section 2.7.1 of the Solicitation Document.**

Supplier Inquiry: All Bonding companies require a copy of the contract in order to issue bond. Is the contract going to state the “anticipated total” so that the bonding company can even issue a bond against it? If it does not, has JEA considered how their contractors are going to be able to procure a bond for an amount that is not referenced in the contract?

**JEA Response: JEA will accommodate, if needed, and will allow 10 days after the execution of the Contract for the vendor to provide copies of the Payment and Performance Bonds.**

**Add (3):**

JEA amends Section 1.2 SPECIAL INSTRUCTIONS of this Solicitation as seen below. Additions are in **Red**, Bold, Underlined Font.

**1.2.14 PAYMENT AND PERFORMANCE BOND AMOUNT AND REQUIREMENTS**

**After receipt of the Contract, the Company shall furnish a Payment and Performance Bond in the amount indicated on the Bid Form, made out to JEA in forms and formats approved and provided by JEA, as security for the faithful performance of the Work of Contract. JEA will send the approved bond forms to the Company for execution along with the Contract, however, in no case shall the date on the bond forms be prior to that of the executed Contract. The surety must be authorized and licensed to transact business in Florida. A fully executed Payment Bond and Performance Bond must be recorded with the Clerk of Duval County Court and delivered to JEA before JEA will issue a Purchase Order to begin the Work. No Purchase Order shall be issued until the Payment and Performance Bonds are recorded and delivered to the JEA Procurement Department. If the Company fails or refuses to furnish or record the required bonds, JEA will retain the Company's Bid Bond as liquidated damages.**

**The Payment and Performance Bond requirements may be less than the full Contract amount. The Company should be aware that their bond premiums may be adjusted by their bonding company, if actual Work exceeds the amount of the bond, however, any increase in total premiums required will not be approved by JEA for any change in Contract price as either a change order or as an adjustment through the use of a Supplemental Work Authorization. Unless otherwise specified on the Bid Form, the Company shall be solely responsible for obtaining and maintaining the required Payment and Performance Bonds throughout the term of the Contract. To be acceptable to JEA as Surety for Performance and Payment Bonds, a Surety Company shall comply with the following provisions:**

- 1. The Surety Company shall have a current and valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.**
- 2. The Surety Company shall have a current and valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Codes.**
- 3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.**
- 4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.**
- 5. If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:**

**The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best's Key Rating Guide.**

**POLICY HOLDER'S CONTRACT AMOUNT AND REQUIRED FINANCIAL RATING**

**\$500,000 TO 1,000,000: A-CLASS IV**

**\$1,000,000 TO 2,500,000: A-CLASS V**

**\$2,500,000 TO 5,000,000: A-CLASS VI**

**\$5,000,000 TO 10,000,000: A-CLASS VII**

**\$10,000,000 TO 25,000,000: A- CLASS VIII**

**\$25,000,000 TO 50,000,000: A- CLASS IX**

**\$50,000,000 TO 75,000,000: A- CLASS X**

**The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:**

**Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance, to conduct business in this state has been met.**

**In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.**

**Add (4):**

JEA amends Section **2. CONTRACT TERMS AND CONDITIONS** of this Solicitation as seen below. Additions are in **Red**, Bold, Underlined Font.

**2.1.29 PAYMENT AND PERFORMANCE BOND (DEFINITION)**

**The common-law Performance Bond and the statutory Payment Bond contemplated by Section 255.05, Florida Statutes in the form required by JEA.**

**Add (5):**

JEA amends Section **2.6 INSURANCE, INDEMNITY AND RISK OF LOSS** of this Solicitation as seen below. Additions are in **Red**, Bold, Underlined Font.

**2.6.5 BOND AMOUNT**

**The Company shall furnish a Payment Bond and Performance Bond in the amount of indicated on the Bid Form, made out to JEA in forms and formats approved and provided by JEA, as security for the faithful performance of the Work of Contract. JEA will send the approved bond forms to the Company for execution along with the Contract, however, in no case shall the date on the bond forms be prior to that of the executed Contract. The surety must be authorized and licensed to transact business in Florida. A fully executed Payment Bond and Performance Bond must be recorded with the Clerk of Duval County Court and delivered to JEA before JEA will issue a Purchase Order to begin the Work. No Purchase Order shall be issued until the Payment and Performance Bonds are recorded and delivered to the JEA Procurement Department. If the Company fails or refuses to furnish or record the required bonds, JEA will retain the Company's Bid Bond as liquidated damages.**

**2.6.6 NOTIFICATION OF SURETY**

**The Company shall notify its surety of any changes affecting the general scope of the Work or altering the Contract Price. The amount of the applicable bonds shall be adjusted accordingly and the Company shall furnish proof of such adjustment to JEA within ten (10) days of date of Purchase Order.**

**\*\*\*\* Bidder shall acknowledge this Addendum on the Bid Form\*\*\*\***