Request for Quote (RFQ)

For Participation in

Brandy Branch Generating Station- ST4 Excitation Transformer Replacement

for

REQUEST FOR QUOTE NUMBER 1410561846

Optional Pre-Bid Meeting on January 28, 2022, at 02:00 PM via WebEx

Address: Join from the meeting link

https://jeameeting.webex.com/jeameeting/j.php?MTID=m827234a5209a1d1ae087cb5e8282cab8

Join by meeting number

Meeting number (access code): 2307 935 7649

Meeting password: itDvgvRk363

Responses are due on February 4, 2022 by 11:59 PM EST

All Responses shall be submitted through JEA's E-Procurement and Contract Management Portal which is provided by Zycus Supplier Network which can be accessed at https://zsn.zycus.com/guest. Instructions on how to login to Zycus are provided.

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Solicitation

1. INVITATION

1.1. SCOPE OF WORK

Solicit contractor to purchase and install a new excitation transformer for the steam turbine/generator at Brandy Branch Generating station. Installation outage tentatively scheduled for Spring 2023.

Further information can be found in Appendix A - Technical Specifications.

1.2. QUESTIONS (RFQ)

All questions shall be submitted in writing to the JEA Buyer listed below at least three (3) business days prior to the Bid opening date. Questions not received three (3) days prior to the Bid opening date will not be answered.

For All Questions:
Buyer: Jason Behr
Email: behrjv@jea.com

1.3. INVITATION (RFQ)

You are invited to submit a Bid in response to the Request for Quote (RFQ) noted below:

JEA RFQ Title: Brandy Branch Generating Station- ST4 Excitation Transformer Replacement
JEA RFQ Number: 1410561846

To obtain more information about this RFQ, download a copy of the RFQ, PDF quality drawings (if applicable) and any required forms at jea.com.

Bid Due Date: February 4, 2022
Bid Due Time: 11:59 PM EST

All bids shall be submitted on the appropriate Bid forms that are included in this RFQ and are also available at jea.com.

The Bidder shall be solely responsible for delivery of its bid to the JEA Buyer.

1.4. INVITATION - SUBMITTING A RESPONSE

Respondents that meet the Minimum Qualification stated herein are invited to submit a Response to this Solicitation to perform the Work.

A complete copy of this Solicitation, the Technical Specifications, forms and all other documents referenced in this Solicitation are on JEA's E-Procurement and Contract Management Portal which is provided by Zycus Supplier Network which can be accessed at https://zsn.zycus.com/guest. Instructions on how to login to Zycus is provided below in this Solicitation.

All Responses are due at the time indicated on the title page of this Solicitation.

A Contract will be presented to the Respondent awarded this Work and the Contract will incorporate by reference this entire Solicitation and all associated Addenda. A sample of the JEA Contract can be found on jea.com.
All documentation submitted with a Response must reference the Solicitation Title and Number stated herein. All Responses must be made on the appropriate forms and formats as specified by this Solicitation and uploaded to a JEA's procurement platform.

All Responses shall be delivered electronically to JEA via the Zycus platform. An automated, detailed auditing system provides sealed Response integrity. Responses remain sealed on the platform until the Bid Due Date and Time.

A Respondent shall be solely responsible for delivery of its Response to the electronic Zycus platform.

Respondents are strongly encouraged to acquire log in credentials early as possible. Additionally, Respondents are encouraged to submit Responses early to ensure uploading process goes smoothly.

The Respondent shall be solely responsible for timely delivery of its Response to JEA through Zycus.

Responses are due by the time and on the date stated on the cover page of this Solicitation. LATE RESPONSES MAY BE REJECTED.

1.5. QUESTIONS

All Questions must be submitted in writing to the JEA Buyer listed herein at least three business days prior to the opening date. Questions received within three business days prior to the opening date may not be answered.

2. SPECIAL INSTRUCTIONS

2.1. MINIMUM QUALIFICATIONS - RFQ

The Bidder shall meet the following Minimum Qualifications to be considered eligible to submit a Bid in response to this RFQ**. JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Bidder meets the requirements stated below.** A Bidder not meeting all of the following criteria may have their Bid rejected:

- The Bidder shall have successfully completed three (3) similar contracts within five (5) years. A similar contract is defined as purchase and installation of a medium voltage transformer, 300kva or above as outlined in the Technical Specifications.

- The Proposer shall comply with the technical and commercial specifications for this solicitation. JEA may request and the Proposer shall provide within 48 hours additional information regarding the company's ability to provide the scope of services in this solicitation. Failure to provide additional information may result in Bid rejection.

Please note, any Bidder whose contract with JEA was terminated for default within the last two (2) years shall not be determined to be a responsible Bidder and their Bid will be rejected.

2.2. SAFETY QUALIFICATION REQUIREMENTS (RFQ)

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

JEA Safety Qualification information is available online at jea.com. Please note that it may take up to ten (10) business days for a company to be approved as JEA Safety Qualified. It is the Bidder'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.

2.3. LIQUIDATED DAMAGES

If the Company fails to achieve Substantial Completion for any Work on the agreed upon outage dates, the Company shall pay JEA the sum of $1,000.00 per day for each and every calendar day, including Sundays and Holidays, starting on this day until the date the Work is completed and Accepted by JEA.

Liquidated Damages are capped at a maximum of ten percent (10%) of the Contract Price. However, if the amount of Liquidated Damages incurred by the Company is 5% or less than the Contract Price, the Company will not be imputed with Liquidated Damages but will pay such amount to JEA as an administrative charge (the "Administrative Charge").
The Company understands and agrees that said daily sum is to be paid not as a penalty, but as compensation to JEA as a fixed and reasonable amount for damages and losses that JEA will suffer because of such default, whether through increased administrative and engineering costs, interference with JEA's normal operations, or other tangible and intangible costs, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.
Liquidated Damages or Administrative Charges may, at JEA's sole discretion, be deducted from any monies held by JEA that are otherwise payable to Company.

The Company's responsibility for these costs shall in no way relieve the Company of any other obligations under the Contract.

2.4. COMPETITIVE BIDDING - BASIS OF AWARD

JEA will review Bids to determine if they meet the Minimum Qualifications as stated in this RFQ. JEA will Award the Contract to the lowest responsive and responsible Bidder who meets or exceeds the Minimum Qualifications, and whose Bid represents the lowest cost to JEA.

NO EXCEPTIONS ARE ALLOWED IN A REQUEST FOR QUOTE. IF THE BIDDER OBJECTS IN ANY MANNER TO THE TERMS AND CONDITIONS OR TECHNICAL SPECIFICATIONS, THE OBJECTION MUST BE ADDRESSED IN WRITING FIVE (5) BUSINESS DAYS PRIOR TO THE BID OPENING DATE, AND THE OBJECTION MAY BE ADDRESSED IN AN ADDENDUM IF JEA BELIEVES THAT A CLARIFICATION OR CHANGE IS NECESSARY. ANY MODIFICATIONS, EXCEPTIONS OR OBJECTIONS STATED WITHIN THE BID DOCUMENT SHALL SUBJECT THE BID TO BE REJECTED.

2.5. NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to Award one (1) Contract(s) 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.

2.6. REQUIRED FORMS TO SUBMIT WITH BID - REQUEST FOR QUOTE

To submit a Bid in response to this RFQ, all of the forms listed below must be completed and submitted as part of the Bid. The Bidder must obtain the required forms, other than the Bid Form, Bid Workbook, and the Minimum Qualification Form which is attached, by downloading them from JEA.com. If the Bidder fails to complete or fails to submit one or more of the required forms, the Bid may be rejected.

The following forms are required to be submitted at the time of Bid:

- Minimum Qualifications Form – Found in Appendix B
- Bid Form – Found in Appendix B
- List of JSEB Certified Firms (if any)
- List of Subcontractors/Shop Fabricators (if any)

If the above listed forms are not submitted with the Bid by the Bid Due Time on the Bid Due Date, JEA may reject the Bid.

JEA also requires the following documents to be submitted prior to issuance of a JEA Purchase Order or Blanket Purchase Agreement. A Bid will not be rejected if these forms are not submitted at the Bid Due Time and Date. However, failure to submit these documents prior to awarding work could result in Bid rejection.

- Conflict of Interest Certificate Form
- Insurance Certificate
- W-9

- Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)

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

It is at the Company's option as to whether it chooses to subcontract to a JSEB firm. JEA encourages the use of JSEB qualified firms; however, the Company 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 Company make changes to the JSEB firms listed in its Bid, revise the JSEB Scope of Work or amount of Work as stated in its Bid without prior written notice to the JEA Contract Administrator, and without subsequent receipt of written approval for the JEA Contract Administrator.

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

All questions and correspondence concerning the JSEB program shall be addressed to:
Rita Scott
JSEB Manager, JEA
scotrl@jea.com.

2.8. TIME

In computing any period of time prescribed or allowed by this solicitation, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or JEA holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or JEA holiday.

2.9. SUNSHINE LAW

General

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

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

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

Redacted Submissions

If a Bidder believes that any portion of the documents, data or records submitted in response to this Solicitation are exempt from Florida's Public Records Law, Bidder must (1) clearly segregate and mark the specific sections of the document, data or records as "Confidential," (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of its response (the "Redacted Copy"). The cover of the Redacted Copy shall contain JEA's title and number for this Solicitation and Bidder's name, and shall be clearly titled "Redacted Copy." Bidder should only redact those portions of records that Bidder claims are specifically exempt from disclosure under Florida's Public Records Laws. If Bidder 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 Bidder that such an assertion has been made. It is Bidder'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 Bidder's redacted information under legal process, JEA shall give Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Bidder shall be responsible for defending its determination that the redacted portions of its response are not subject to disclosure.

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

3. GENERAL INSTRUCTIONS

3.1. ADDENDA (REQUEST FOR QUOTE)

JEA may issue Addenda prior to the Bid Due date to revise, in whole or in part, or clarify the intent or requirements of the RFQ. The Bidder shall be responsible for ensuring it has received all Addenda prior to submitting its Bid and shall acknowledge receipt of all Addenda by indicating where requested on the Bid Form. JEA will post Addenda online at jea.com. Bidder will receive and email from the Buyer with any Addenda or Bidder may obtain Addenda from the JEA website.

All Addenda will become part of the RFQ and any resulting Contract Documents. It is the responsibility of each Company to ensure it has received and incorporated all Addenda into its Bid. Failure to acknowledge receipt of Addenda may be grounds for rejection of a bid.

3.2. UNABLE TO SUBMIT A BID FORM (RFQ)

If you elect not to submit a Bid in response to this RFQ, please complete the Unable to Submit Bid Form, available for download at jea.com. Please email the completed Unable to Submit Bid Form to the JEA Buyer indicated in this RFQ. Do not return the entire RFQ package; simply return the Unable to Submit Bid Form.

3.3. ETHICS

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

The Bidder shall submit only one (1) Bid in response to this Solicitation. If JEA has reasonable cause to believe the Bidder has submitted more than one (1) Bid for the same Work, other than as a Subcontractor or subsupplier, JEA shall disqualify the Bid and may pursue debarment actions.

The Bidder shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Bid by completing and submitting the Conflict of Interest Certificate Form found at jea.com. Failure to fully complete and submit the Conflict of Interest Certificate may disqualify the Bid. If JEA has reason to believe that collusion exists among the Bidders, JEA shall reject any and all Bids from the suspected Bidders and will proceed to debar Bidder 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 Bids from JEA officers or employees, as well as, any and all Bids in which a JEA officer or employee has a financial interest.

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Bids 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 Bidder listed on the Convicted Vendor list for any transaction exceeding $35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list.

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

3.4. EX PARTE COMMUNICATION-RFQ

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

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

3.5. START OF WORK

If Bidder fails to act on a JEA issued Blanket Purchase Agreement, Purchase Order or Contract, JEA may cancel the Award with no further liability to the Company, retain the bid security or bond (if applicable), and Award to the next-ranked Company.

4. CONTRACT TERMS AND CONDITIONS

4.1. DEFINITIONS

4.1.1. 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.

4.1.2. 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 bidder or proposer.

4.1.3. BIDDER-RFQ

The respondent to this RFQ.

4.1.4. 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.

4.1.5. FINAL COMPLETION

The point in time after JEA makes the determination that the Work is completed and there is Acceptance by JEA, and the Company has fulfilled all requirements of the Contract Documents.

4.1.6. SUBSTANTIAL COMPLETION (DEFINITION)

The time when JEA determines that the Work (or a specified part thereof) is substantially complete, in accordance with the Contract Documents. Additionally, all work other than incidental corrective and incidental punch list work items shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required regulatory permits and approvals have not been issued, or if all vehicular and pedestrian traffic routes affected by the Work have not been restored. The date of Substantial Completion shall be established in writing by JEA. Recognition of the Work as Substantially Complete, as evidenced by issuance of a Certificate of Substantial Completion, does not represent JEA's Acceptance of the Work.

4.2. PAYMENTS

4.2.1. PAYMENT METHOD – LUMP SUM SCHEDULE OF VALUES

Vendor will perform the work according to a set schedule and will be paid monthly when activities are accomplished.

4.3. WARRANTIES AND REPRESENTATIONS

4.3.1. WARRANTY

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the Services, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound. The Company represents and warrants that it will conduct the Services in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Services.

The Company represents and warrants that it has the responsibility and capacity to train and supervise its employees, Subcontractors and suppliers to ensure the Services complies with all safety requirements of the Contract Documents.

The Company represents and warrants that its employees and Subcontractors shall exercise the degree of skill and care required by customarily accepted good practices and procedures.

The Company warrants that all items provided under the Contract shall be in accordance with the requirements of this Contract and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Company warrants that the Services will meet the service levels, functional and performance requirements defined in the Contract.

The Company warrants all Services for a period of one year following Acceptance of the Services. If any failure to meet the foregoing warranty appears within one year after Acceptance, the Company shall again perform the Services directly affected by such failure at the Company's sole expense.

4.4. INSURANCE, INDEMNITY AND RISK OF LOSS

4.4.1. 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 claims, 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 set forth elsewhere in this Contract. It is the intent of the parties that this indemnification shall be in accord with Section 725.06(2), Florida Statutes.

4.4.2. 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 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: $3,000,000 each occurrence and annual aggregate.

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

Company shall specify JEA 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 thirty (30) days after receipt of written notice by JEA.

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Bidders 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.

4.4.3. 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.

4.5. TERM AND TERMINATION

4.5.1. 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.

4.5.2. TERMINATION FOR DEFAULT

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

- The Company assigns or subcontracts the Work without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- 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;

- 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;
- The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- The Company breaches any of the representations or warranties;
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA; or
- 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.

4.5.3. TERM OF CONTRACT - THROUGH COMPLETION OF WORK

The Contract shall be in force through completion of all Work, Acceptance and final payment, including resolution of all disputes, claims, or suits, if any. Certain provisions of this Contract may extend past termination including, but not limited to, Warranty and Indemnification provisions.

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

4.6. MISCELLANEOUS PROVISIONS

4.6.1. 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.

4.6.2. JEA ACCESS BADGES

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

termination notifications to JEA Security at (904) 665-8200. The Company is responsible for any cost associated with background check of its employees. **The cost is approximately $70 per background check.**

4.6.3. ASSIGNING OF CONTRACT

Each party agrees that it shall not 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.

4.6.4. 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.

4.6.5. 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.

5. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

5.1. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK (APPENDIX A)

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

6. FORMS

6.1. FORMS (APPENDIX B)

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