

REQUEST FOR QUOTATION  
 21 West Church St CC-6  
 Jacksonville, FL 32202-3139  
 FAX Number: (904) 665-4222

RFQ Number: 88880

Page 1 of 2

Buyer Name: Harper, Sherea

Phone: (904) 665-7287

Email: HARPSB@JEA.COM

Quote Due Date: 17-FEB-17



Please quote prices for items described in specific unit of measure and furnish information requested. We reserve the right to accept or decline all or part of this quote. This is not a purchase order. Form must be signed or quote may be rejected. **Freight to be included in the unit cost**, FOB destination unless otherwise specified by bidder.

Email quote to Buyer or fax quote to JEA Procurement (904) 665-4222

JEA accepts electronic invoices from Vendors offering discounted early payment terms.

Lead time is defined as the number of days from receipt of order to delivery of material on site.

Date	RESPONDENT'S PRINTED NAME AND SIGNATURE		PHONE		PAYMENT TERMS		FREIGHT TERMS
Line: 1	Description	Location	Quantity	U/M	Unit Price	Ext Price	Lead Time After Receipt of Order
	CAIFOT72 CABLE, FIBER OPTIC, 25KV, 0.701" DIAMETER 1000-FT. SPAN, 72-FIBERS, AFL SPEC DNA-31428. 16,000 FOOT MINIMUM REELS ONLY. (SHIP TO: 2325 EMERSON ST., JAX., FL 32207) CONTACT STANDARDS FOR SPECIFICATION.	JEA, CSC Storeroom	128000	Feet	\$	\$	
___AC072AZ6C11BC4 AFL			Vendor Comments:				

REQUEST FOR QUOTATION  
21 West Church St CC-6  
Jacksonville, FL 32202-3139  
FAX Number: (904) 665-4222

RFQ Number: 88880

Page 2 of 2

Buyer Name: Harper, Sherea

Phone: (904) 665-7287

Email: HARPSB@JEA.COM

Quote Due Date: 17-FEB-17

**Grand Total**

---

JEA AND ST. JOHNS RIVER POWER PARK (SJRPP)  
PURCHASE ORDER TERMS AND CONDITIONS

1. The term "Company" shall mean the legal person, firm, corporation or any other entity, or business relationship with whom JEA has issued a Purchase Order to or has executed a Contract with.
2. Acceptance of this purchase order is limited to the terms on the face hereof and these Purchase Order Term and Conditions. Additional or modified terms on Company's form are objected to and rejected and shall be deemed a material alteration hereof.
3. TAX INSTRUCTIONS: Do not include sales and use tax. We remit tax directly to State of Florida. Registration for JEA 85-8012753002C-9; for SJRPP TPP-0142. Certificate of FET exempt # for JEA 59-2983007; for SJRPP 59-2351813.
4. JEA will issue payment to the Company for the amount requested in accordance with the payment terms listed herein following the date the invoice is received by JEA. JEA may reject an improper invoice within 10 calendar days after receipt. JEA will return the invoice to the Company stating the reasons for rejection. Upon receipt of an acceptable revised invoice, JEA will issue payment to the Company for the revised amount within the original payment terms or 10 days, whichever is latest.
5. JEA reserves the right to terminate all or part of this contract for its convenience. In such event, Company shall immediately stop all work and observe any instructions from JEA as to work in process. Company shall be paid an equitable adjustment for work already performed.
6. JEA may also terminate all or part of this contract for cause in the event of a default by Company. In such event, JEA shall not be liable to Company for any amounts, and Company shall be liable for, and shall hold JEA harmless from, any damages occasioned by the Company's breach or default. If it should be determined that the JEA has improperly terminated this contract for default, such termination shall be deemed to be for JEA's convenience.
7. Company warrants that all goods or services furnished hereunder shall be merchantable, and free from any defects in workmanship or material. If Company has been informed of the use of the products, Company also warrants that the items furnished hereunder are suited and appropriate for such use. Company shall indemnify and save the JEA harmless from any breach of this warranty, and no limitations on JEA's remedy in Company's documents shall operate to reduce this indemnification. Company shall extend all warranties it receives from its vendors to JEA. This warranty is in addition to all warranties contained under the law.
8. Company warrants that the prices quoted hereunder are the lowest prices inclusive of all applicable discounts for these or similar articles sold by the Company to other customers, and in the event of any price reduction between execution of the purchase order and delivery of the goods, JEA shall be entitled to such reduction.
9. JEA may delay delivery or acceptance of goods in the event of any unforeseen event. Company shall hold the goods pending JEA's direction, and JEA shall be liable only for direct increased costs incurred by the Company by reason of JEA's instructions.
10. JEA or representatives shall be allowed access to Company's plants and to plants of Company's suppliers to expedite production and shipment of goods. Company shall upon timely request furnish schedules and progress reports for JEA's use in expediting.
11. JEA shall have the right to make changes in this order at any time and Company agrees to accept such changes. In the event such changes result in decreased or additional costs, JEA shall make an equitable adjustment in the purchase price provided any additional costs are itemized for JEA by Company.
12. Company agrees to hold JEA harmless from any patent or similar proceedings which are based on products sold by the Company hereunder. Company shall defend any such suits at its own expense, and JEA shall have the right to have such litigation monitored by its own counsel at the expense of Company.
13. For ten dollars (\$10.00) acknowledged to be included and paid for in the purchase price and other good and valuable considerations, the Company shall hold harmless, defend and indemnify JEA (and if applicable, Florida Power & Light Company ("FPL"), for purchases pertaining to the St. Johns River Power Park facility) 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 Company and any person or entity used by Company in the performance of this Purchase Order or associated Contract. For purposes of this indemnification, the terms "JEA" and "FPL" shall include their governing boards, officers, employees, agents, successors, and assigns. The indemnification shall survive the term of the Purchase Order or associated Contract, for events that occurred during the term of this agreement. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Purchase Order or associated Contract.
14. In the event that Company's performance or contemplated performance of services hereunder, by Company's employees or by persons under contract to Company, is to be done on JEA's property, Company agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of JEA. Company shall maintain all necessary insurance coverages, including public liability and Worker's Compensation insurance. Company shall indemnify and save harmless and defend JEA from any and all claims of liabilities arising out of the work covered by this paragraph.
15. Payment for the goods delivered under this order shall not be deemed acceptance of such goods. Goods shall only be deemed accepted when they have actually been counted, inspected and tested by the JEA and found to be in conformance with this order.

However, failure to inspect or test by JEA shall not relieve the Company of any responsibilities hereunder.

16. Time is of the essence on this contract. Company shall take all reasonable actions, including but not limited to use of overtime and shipment by expedited means, all at Company's expense, to meet promised delivery.
17. This purchase order shall be governed by the laws of the State of Florida. All goods or services offered by Company pursuant to this contract shall comply with, satisfy and be subjected to all applicable codes, ordinances, rules and regulations of any governmental authority having jurisdiction, including the Florida Public Records law.
18. Material Safety Data Sheets (MSDS) must accompany shipments of any items containing toxic substances listed in Chapter 442, Florida Statutes.
19. This purchase order and any documents referred to on the face hereof and these Purchase Order Terms and Conditions constitute the entire agreement between the parties and can only be modified by change order. No part of this order may be assigned or subcontracted without the prior written approval of JEA. Any monies due JEA from Company can be set off from any monies due Company from JEA whether or not under this contract. JEA's failure to insist on any right shall not operate as a waiver of any other right.