

REQUEST FOR QUOTE (RFQ) 75952

For Participation in

LABORATORY ANALYSIS OF TRANSFORMERS' INSULATING OIL

for

JEA

Jacksonville, FL

JEA REQUEST FOR QUOTE NUMBER: 75952

BID DUE DATE: FEBRUARY 6, 2015

BID DUE TIME: 12:00 NOON

BID DELIVERED OR MAILED TO:

ATTN: ELIZABETH MOORE

JEA Procurement Services

21 West Church Street – CC6 – 6th Floor Customer Care Building

Jacksonville, Florida 32202

Questions before Bids submittal

All questions regarding the Request For Quote must be submitted **via e-mail** to the JEA Procurement Agents and Project Manager via email, **at least (5) five business days** prior to the bid **due** date. Your five (5) business days end **January 29, 2015 at 05:00 PM.**

For Procurement Related Questions:

Procurement Agent: ELIZABETH MOORE

Email: Moorea@jea.com

For Technical Questions:

Project Manager: BRIAN QUARTERMAN

E-mail: Quarbj@jea.com

1. Scope, Background & Invitation

1.1. Scope of Work

The purpose of this specification is for the procurement of contract services for laboratory analysis of transformer insulating oil.

The laboratory tests shall include the analysis of dissolved gases in the insulating oil along with a quality oil test that shall include dielectric, acidity, IFT, color, visual condition and a Karl Fischer Test for moisture.

The contractor shall provide the syringes, bottles, etc., needed to perform sampling.

It is the intent that quantities indicated herein reflect a "blanket" or "supply" purchase of services of an estimated quantity over a twelve (12) month period of time.

1.2. Invitation

You are invited to bid on the **Request For Quote** noted below:

Bid Title: **LABORATORY ANALYSIS OF TRANSFORMERS' INSULATING OIL**

JEA Request For Quote Number: 75952

Bid Due Time: 12:00 NOON - ALL LATE BIDS WILL BE RETURNED UNOPENED

Bid Due Date: FEBRUARY 6, 2015

Completed Bids

All Bids must reference the Bid Title and JEA Request For Quote Number noted above. All Bids must be made on the appropriate Bid forms as specified within the Request For Quote and placed in an envelope marked to identify the Bid and delivered or mailed to: **JEA Procurement Services, Attn: Elizabeth Moore, 21 West Church Street, CC6 Customer Care Bldg, 6th Floor, Jacksonville, FL 32202**. The Bidder shall be solely responsible for delivery of its Bid. Reliance upon mail or public carriers is at the Bidder's risk. Request For Quotes are due by the time and on the date listed above. **ALL LATE BIDS WILL BE RETURNED UNOPENED.**

Bid Opening: All bids shall be publicly opened and recorded at **2:00 PM on 2/6/2015** in the 6th Floor East Conference Room, JEA Customer Center, 21 W. Church Street, Jacksonville, Florida 32202.

For Procurement Related Questions:

Procurement Agent: ELIZABETH MOORE

Email: Moorea@jea.com

For Technical Questions:

Project Manager: BRIAN QUARTERMAN

E-mail: Quarbj@jea.com

John P. McCarthy, Chief Purchasing Officer
JEA Procurement Services

2. SPECIAL INSTRUCTIONS TO BIDDERS

2.1 Minimum Qualifications for Eligibility to Bid

Bidders shall have the following minimum qualifications to be considered eligible to Bid in response to this Request For Quote. It is the responsibility of the Bidder to ensure and certify that it meets the minimum qualifications. Bidders not meeting all of the following criteria will not have their Bids considered for Award.

- **Bidder must submit a current copy of a State Certification for Laboratories.**
- **Bidder must have successfully completed 3 similar contracts in the last five (5) years ending December 31, 2014. A similar contract is defined as Dissolved Gas Analysis performed on a minimum of 400 transformer oil samples annually.**
- **Bidder Laboratory must reside in forty-eight (48) contiguous United States.**

Please note, any Bidder/Proposer 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/Proposal will be rejected.

2.2. Bid Methodology

2.2.1. Competitive Sealed Bidding (Request for Quote)

The Bidder shall submit its sealed Bid in response to this **Request for Quote** no later than the Bid Due Date and Time. JEA will subsequently review Bids to determine that they meet the minimum qualifications set for the Work in the Request For Quotes. JEA will Award the work to the lowest responsive and responsible Bidder whose Bid meets or exceeds minimum qualifications.

NO EXCEPTIONS ARE ALLOWED IN THIS 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 PRIOR TO THE BID OPENING DATE, AND THE OBJECTION WILL BE ADDRESSED IN AN ADDENDUM IF JEA CHOOSES TO MAKE A CLARIFICATION OR IF A CHANGE TO THE BID FORM IS NECESSARY. ANY MODIFICATIONS, EXCEPTIONS OR OBJECTIONS CONTAINED WITHIN THE BID DOCUMENT SHALL SUBJECT THE BID TO DISQUALIFICATION.

2.3. Number of Contracts to be Awarded

JEA intends to Award one (1) Contract for this Work. JEA reserves the right to Award more than one Contract, based on certain groupings of items, which JEA may revise or reorganize, or JEA may exclude line items if in its best interest.

2.4. Lowest Bid

JEA will Award this Work to the lowest responsive and responsible Bidder whose Bid meets or exceeds the minimum qualifications set forth in this Request For Quote.

2.5. Invoicing and Payment Terms

2.5.1. The Company shall submit all Invoices or Applications for Payment in accordance with the payment method agreed upon this Work. JEA will pay the Company the amount requested **within 30 calendar days after receipt of an Invoice** from the Company subject to the provisions stated below.

2.5.2. 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 Company the revised amount within 10 days.

2.5.3. JEA may withhold payment if the Company is in violation of any conditions or terms of this Work.

2.5.4. In the case of early termination of this Work, 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 10 days of determination or written notice.

2.6. Purchase Order (PO)

A Work authorization document issued by the JEA Procurement Department with the words "Purchase Order" clearly marked across the top, a PO number used for reference shown on the front, a description of the Work or a listing of the applicable Contract Documents, an authorized JEA signature and stating the amount of lawfully authorized funds. Purchase Orders are the only documents that authorize changes to the total amount authorized on this Work.

2.7. Contract Term

The Contract Term is anticipated to be: **This is a Two (2) Year contract with 1 year renewal option or up to \$200,000.00 (whichever comes first) however, you are not guaranteed any additional work or money beyond your winning bid amount.**

2.8. Required Forms to Submit With Bid

To submit a Bid in response to this Request For Quote, all of the following forms must be completed and submitted as part of the Bid. The Bidder must obtain the required forms, other than the Bid Form, Proposal Form (if required) and/or the Minimum Qualification Form which is attached, by downloading them from **www.jea.com**. If the Bidder fails to complete or fails to submit one or more of the required forms, the Bid will be rejected.

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

1. Bid Form –Page 1 of 1 (Original and one (1) copy) **
2. Bidder must submit a current copy of a State Certification for Laboratories with your bid. (2 copies) **
3. Minimum Qualification Form - (Original and one (1) copy) **

MUST SUBMIT ITEMS THAT HAVE ASTERISKS () WHEN SUBMITTING BID OR YOUR BID WILL BE REJECTED.**

JEA also requests the following documents to be submitted prior to Award of Contract. **A Bid or Proposal 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 Award could result in Bid rejection.

Conflict of Interest Certificate Form

Insurance Certificate

W-9

Evidence of registration with the State of Florida Department of Corporations (www.sunbiz.org)

Any technical submittals as required by the Technical Specifications

2.9 SAFETY QUALIFICATION REQUIREMENTS (IFB)

Company 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 Company 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 Bid, and proceed to Award to the next lowest responsive and responsible Bidder (Company).

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 Company's responsibility to ensure it is JEA Safety Qualified. A list of Safety Qualified vendors can be found on jea.com. For additional information, contact Jerry Fulop at (904) 665-5810.

2.9.1 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.

3. GENERAL INSTRUCTIONS TO BIDDERS

3.1. Submitting the Bid Form

The Bidder shall submit **one original and one (1) copy** of the Bid Form. JEA will only accept Bid Document files transmitted to **ATTN: ELIZABETH MOORE - JEA Procurement Services, 21 West Church Street, CC-6 BUILDING - 6TH FLOOR, Jacksonville, Florida 32202**, e-mail address: moorea@jea.com

3.2. Conflict of Interest

This conflict of interest policy applies to all JEA Design, Bid, Build construction projects ("Project"). Any Bidder ("Bidder") bidding the construction phase of a Project cannot at the time of Bid submittal, be affiliated with or have any direct or indirect ownership interest in the architect/engineer ("Designer") of record. The Bidder will also be prohibited from bidding if the Designer has any direct or indirect ownership interest in the Bidder. Should JEA erroneously Award a Contract in violation of this policy, JEA may terminate the Contract at any time with no liability to Bidder, and Bidder 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 Bidder may have over another. In addition to this policy, Design Build projects are governed by the provisions of Florida Statute, Section 287.055(9)(b).

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 Subcontractors 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 Bid in response to this Request For Quote. If JEA has reasonable cause to believe the Bidder has submitted more than one Bid for the same Work, other than as a Subcontractors or sub-supplier, JEA may 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. Failure to fully complete and submit the Conflict of Interest Certificate will disqualify the Bid. If JEA has reason to believe that collusion exists among

the Bidders, JEA will reject any and all Bids from the suspected Bidders and will proceed to debar Bidder from future JEA Awards in accordance with the JEA Purchasing Code.

JEA is prohibited by its Charter from awarding contracts to JEA officers or employees or companies in which a JEA officer or employee has a financial interest. JEA will 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 will 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 \$10,000 for a period of 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

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

Ex Parte Communication is strictly prohibited. Failure to adhere to this policy will disqualify the noncompliant Bidder's Bid. Any questions of clarifications concerning a Request For Quote must be sent in writing via email to the JEA Procurement Agent. If determined by JEA, that a question should be answered or an issue clarified, JEA will issue an addendum to all Bidders.

For more information on Ex Parte communications, see JEA Procurement Code, Section 2-103, which is available at www.jea.com.

3.5. Questions before Bids submittal

All questions regarding the Request For Quote must be submitted **via e-mail** to the JEA Procurement Agent and Project Manager via email, **at least (5) five business days** prior to the bid **due** date. Your five (5) business days end **January 29, 2015 at 05:00 PM.**

3.6. Addenda

JEA may issue Addenda prior to the opening of Bids to change or clarify the intent of this Request For Quote. 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 completing the Confirmation of Receipt of Request For Quote Addenda. JEA will post all Addenda when issued online at JEA.com. Bidders must obtain Addenda from the JEA.com website. All Addenda will become part of the Request For Quote and any resulting Contract Documents. It is the responsibility of each Bidder 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 at JEA's sole discretion.

3.7. Reservations of Rights to JEA

A. The Request For Quote provides potential Bidders with information to enable the submission of written offers. The Request For Quote is not a contractual offer or commitment by JEA to purchase products or services.

B. Bids shall be good for a period of **sixty (60) days** following the opening of bids.

C. JEA reserves the right to reject any or all Bids, or any part thereof, and/or to waive Informalities if such action is in its best interest. JEA may reject any Bids that it deems incomplete, obscure or irregular including, but not limited to, Bids that omit a price on any one or more items for which prices are required,

Bids that omit Unit Prices if Unit Prices are required, Bids for which JEA determines that the Bid is unbalanced, Bids that offer Equal Items when the option to do so has not been stated, Bids that fail to include a Bid Bond, where one is required, and Bids from Bidders who have previously failed to satisfactorily complete Contracts of any nature or who have been scored "Unacceptable" and as a result, are temporarily barred from bidding additional work.

D. JEA reserves the right to cancel, postpone, modify, reissue and amend this Request For Quote at its discretion.

E. JEA reserves the right to cancel or change the date and time announced for opening of Bids at any time prior to the time announced for the opening of Bids. 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 Request For Quotes were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

3.8. Modification or Withdrawal of Bids

The Bidder may modify or withdraw its Bid at any time prior to the opening of Bids by giving written notice to JEA's Procurement Agent. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after the opening of Bids. The Bidder shall not modify or withdraw its Bid from time submitted and for a period of **60 days** following the opening of Bids.

3.9. Certification and Representations of the Bidder

By signing and submitting a bid, the Bidder certifies and represents as follows:

A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of these Contract Documents prior to submitting its Bid. Where the Bidder visits sites, no Work or other disturbance is to be performed while at the site without written permission by JEA in advance of the site visit. The Bidder shall comply with all safety requirements described in the Request For Quote and shall be prepared to show proof of a minimum of \$1 million of general liability insurance or the amount specified in this Request For Quote (whichever is greater).

B. That every aspect of its submitted Bid, including the Contract Price 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. That the individual signing the Bid is a duly authorized agent or officer of the firm. Bids 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 Bid, satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Bid is submitted by a partnership, the Bid must be signed by a partner whose title must under the signature. If an individual other than a partner signs the Bid, satisfactory evidence of authority to sign must be submitted upon request by JEA.

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

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

F. That it has read, understands and will comply with the Section entitled Ethics of these instructions to

bidders.

3.10. Mathematical Errors

In the event of mathematical errors in the prices entered on the Bid Form or in the addition of a total for any base bid, unit prices will prevail. The corrected base bid will be used to determine the low qualified Bidder. The award of this Contract will establish the Contractor and the unit prices which are to be used during the life of the Contract.

3.11. Availability of Bids After Bid Opening

In accordance with the Florida Public Records Law, Florida Statute Section 119, copies of all Bids are available for public inspection thirty (30) days after the opening of Bids or on the date of Award announcement, whichever is earlier. Bidders may review opened Bids once they are available for public inspection by contacting the designated Procurement Agent to arrange a mutually convenient time for such review at the JEA offices. JEA will post a summary of Bid opening results on JEA.com.

3.12. Prohibition Against Contingent Fees

The Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Bidder, or an independent sales representative under contract to the Bidder, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, or an independent sales representative under contract to the Bidder, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or making of the Contract. For the breach or violation of these provisions, 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.

3.13. Protest of Bidding and Award Process

Bidders shall file any protests regarding this Request For Quote in writing, in accordance with the JEA Purchasing Code, as amended from time to time. Copies of the JEA Purchasing Code are available online at JEA.com.

4. COMPLETING THE BID DOCUMENTS

4.1. Completing the Bid Document

Bidders shall complete and submit the enclosed Bid Document with responses typewritten or written in ink. Bidders should refer to Section 2, Special Instructions of this Request For Quote to review specific items which may be required with the submittal of the Bid. When a blank is marked "optional", the Bidder shall insert the words "No Bid" in the space provided if the Bidder does not choose to submit a price for that item. Failure to complete each blank with either a price or the words "No Bid" may disqualify the Bid. The Bidder, or its authorized agent or officer of the firm, shall sign the Bid Document. Failure to sign the Bid Document may disqualify the Bid. JEA-approved erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten signature of each person executing the Bid. Failure to authenticate changes may disqualify the Bid. JEA may disqualify any Bids that deviate from the requirements of this Request For Quote, and those that include unapproved exceptions, amendments, or erasures.

4.2. Shipping and Freight - FOB Destination

The Bidder shall include the price for shipment of materials and equipment in its pricing shown on the Bid Document unless otherwise stated on the Bid Document.

4.3. Subcontractors

The Bidder shall list the names of all Subcontractors and subsuppliers/shop fabricators that it plans to use on the List of Subcontractors Form. The Bidder shall not use Subcontractors and subsuppliers/shop fabricators other than those shown on the Bid Documents unless it shows good cause and obtains JEA's prior written consent. If the Bidder plans to use a Subcontractor or subsupplier/shop fabricator to **perform over 50% of the Work**, the Bidder shall obtain JEA's approval prior to the opening of Bids. Failure to obtain JEA approval will disqualify the Bid.

5. REQUIRED INSURANCE

Company shall hold harmless, indemnify, and defend 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.

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:

<u>Schedule</u>	<u>Amount</u>
<u>Workers' Compensation</u> Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts)	Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability)
<u>Commercial General Liability</u> Premises-Operations Products-Completed Operations Contractual Liability Independent Contractors Broad Form Property Damage Explosion, Collapse and Underground Hazards (XCU Coverage)	\$1,000,000 each occurrence \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit
<u>Automobile Liability</u> All autos-owned, hired, or non-owned	\$1,000,000 each occurrence, combined single limit
<u>Excess or Umbrella Liability</u> (This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability)	\$4,000,000 each occurrence and annual aggregate

The above Indemnification provision 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. Company shall submit subcontractors' Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA's job sites.

5.1 INDEMNIFICATION

Company shall hold harmless, indemnify, and defend 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 Company and any person or entity used by the 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 Request For Quote, 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.

6. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Contractor's performance using the evaluation criteria shown on the vendor scorecard available at JEA Procurement Bid Section, JEA Tower Suite 103, 21 W. Church Street, Jacksonville, FL 32202 or 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 Contractor's performance shall be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee or JEA contractor familiar with the performance of the Contractor. 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 Contractor's performance, JEA will consider the performance of the Contractor's Subcontractors and suppliers, as part of the Contractor'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 Contractor is Unacceptable, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Contractor of such in a letter. The Contractor 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 Contractor, the specific actions that the Contractor will take to bring the Contractor'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 Contractor by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Contractor's performance is described in the letter as meeting expectations, no further remedial action is required by the Contractor, as long as Contractor's performance continues to be Acceptable.
- o If the Contractor's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Contractor 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 Contractor's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Contractor has made in its performance, or has failed to make. If the scorecard shows Contractor's performance is Acceptable, then no further remedial action is required by Contractor as long as Contractor's performance remains Acceptable. If the scorecard shows the Contractor'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 Contractor 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 Contractor 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 Contractor receives five or more letters of deficiency within any 12 month period, then JEA will prepare a scorecard describing the deficiencies and the Contractor's performance will be scored as Unacceptable.

Acceptable Performance

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

Disputes

In the event that the Contractor wants to dispute the results of its scorecard performance evaluation, the Contractor must submit a letter to the Chief Purchasing 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 Contractor's receipt of the scorecard. If the Chief Purchasing Officer decides to change the scorecard, the Contractor will be notified and a revised scorecard will be prepared, with a copy issued to the Contractor. If the Chief Purchasing Officer decides that no change is warranted, the decision of the Chief Purchasing Officer is final. If the Contractor is to be suspended from consideration for future award of any contracts, the Contractor may appeal to the Procurement Appeals Board as per JEA Purchasing 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.

REQUEST FOR QUOTE 75952
LABORATORY ANALYSIS OF TRANSFORMERS' INSULATING OIL
BID FORM – PAGE 1 OF 1

Submit **an original and one copy** along with other required forms in a sealed envelope to:

JEA Procurement Services, Attn: Elizabeth Moore - 21 West Church Street – CC6 Customer Care Bldg. 6th Floor, Jacksonville, FL 32202-3139 or EMAIL: moorea@jea.com

Company Name: _____

Company's Address _____

License Number (if applicable) _____

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

<p><u>BID SECURITY REQUIREMENTS</u></p> <p><input checked="" type="checkbox"/> None required</p> <p><input type="checkbox"/> Certified Check or Bond</p> <p>% _____ \$ _____</p>	<p><u>TERM OF CONTRACT</u></p> <p><input type="checkbox"/> One Time Purchase</p> <p><input checked="" type="checkbox"/> Annual Requirements (2 year-one renewal option)</p> <p><input type="checkbox"/> Other: _____</p>
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<p><u>SAMPLE REQUIREMENTS</u></p> <p><input checked="" type="checkbox"/> None required</p> <p><input type="checkbox"/> Samples required prior to Bid Opening</p> <p><input type="checkbox"/> Samples may be required subsequent to Bid Opening</p>	<p><u>SECTION 255.05, FLORIDA STATUTES CONTRACT BOND</u></p> <p><input checked="" type="checkbox"/> None required</p> <p><input type="checkbox"/> Bond required \$ _____ % of Bid Award</p>
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<p><u>QUANTITIES</u></p> <p><input type="checkbox"/> Quantities indicated are exacting</p> <p><input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased throughout the Contract period and are subject to fluctuation in accordance with actual requirements.</p>	<p><u>INSURANCE REQUIREMENTS</u></p> <p>Insurance required</p>
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Quote the following: (Price in dollars and cents (\$0.00); Prices shall be rounded to two (2) decimal places)

Item	Enter Your Bid for the Following Services	Price	No. of Events/ Annual	Extended Price
1	Oil analysis as described in Section 2.1 of the Technical Specification for sample drawn during semi-annual sampling	\$	350	\$
2	Oil analysis as described in Section 2.2 of the Technical Specification for sample drawn during semi-annual sampling	\$	30	\$
3	Oil analysis as described in Section 2.1 of the Technical Specification for sample drawn periodically throughout the year	\$	75	\$
4	Oil analysis as described in Section 2.1 of the Technical Specification for sample drawn periodically throughout the year with rush service as described in Section 3.5 of the Technical Specification	\$	40	\$
TOTAL (for Items 1, 2, 3 and 4 above)				\$

Bidder's Certification

By submitting this bid, the bidder certifies that the bidder has read and reviewed all of the documents pertaining to this solicitation, that the person signing below is an authorized representative of the 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.

<p>We have received Addenda</p> <p>_____ through _____</p>	<p>_____</p> <p>Handwritten Signature of Authorizing Officer of Firm or Agent Date</p> <p>_____</p> <p>Printed Name and Title</p>
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**MINIMUM QUALIFICATIONS FORM
REQUEST FOR QUOTE (RFQ) 75952
LABORATORY ANALYSIS OF TRANSFORMERS' INSULATING OIL**

GENERAL

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

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

PLEASE SUBMIT THE ORIGINAL AND TWO (2) COPIES OF THIS FORM AND ANY REQUESTED ADDITIONAL DOCUMENTATION WITH THE BID SUBMISSION.

BIDDER 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:

- **Bidder Laboratory must reside in forty-eight (48) contiguous United States. Place the number of States. _____**
- **Bidder must have successfully completed 3 similar contracts in the last five (5) years ending December 31, 2014. A similar contract is defined as Dissolved Gas Analysis performed on a minimum of 400 transformer oil samples annually.**

MINIMUM QUALIFICATIONS FORM (Cont'd)
REQUEST FOR QUOTE (RFQ) 75952
LABORATORY ANALYSIS OF TRANSFORMERS' INSULATING OIL

REFERENCE 3

Reference Name _____

Reference Phone Number _____

Reference E-Mail Address _____

Contract Year/Number of Transformer Oil samples annually_____

Project Title _____

Address of Work _____

Description of Project _____

REQUEST FOR QUOTE 75952
LABORATORY ANALYSIS OF TRANSFORMERS' INSULATING OIL
TECHNICAL SPECIFICATIONS

1. SCOPE

- 1.1 The purpose of this specification is for the procurement of contract services for laboratory analysis of transformer insulating oil.
- 1.2 The laboratory tests shall include the analysis of dissolved gases in the insulating oil along with a quality oil test that shall include dielectric, acidity, IFT, color, visual condition and a Karl Fischer Test for moisture.
- 1.3 The contractor shall provide the syringes, bottles, etc., needed to perform sampling.
- 1.4 It is the intent that quantities indicated herein reflect a "blanket" or "supply" purchase of services of an estimated quantity over a twelve (12) month period of time.

2. TECHNICAL REQUIREMENTS

JEA is requesting a proposal for testing of insulating oil of the main tank of transformers. In addition, insulating oil tests of the LTC compartment of transformers equipped with vacuum interrupters are also being required.

- 2.1 The insulating oil tests for transformer's main tanks shall include:
 - 2.1.1 Analysis of dissolved gases in transformer insulating oil in accordance with the latest revision of ANSI/IEEE Standard C57.104-2008. The report **must** include the total combustible gas content in **PPM** and in term of **percentage** of the total gas content $(\text{Total Combustible Gas Content} / \text{Total Gas Content}) \times 100$.

The gas-in-oil tests shall include ppm levels of the following dissolved gases in each insulating oil sample:

 - 2.1.1.1 Hydrogen (H₂)
 - 2.1.1.2 Oxygen (O₂)
 - 2.1.1.3 Nitrogen (N₂)
 - 2.1.1.4 Methane (CH₄)
 - 2.1.1.5 Carbon Monoxide (CO)
 - 2.1.1.6 Carbon Dioxide (CO₂)
 - 2.1.1.7 Ethane (C₂H₆)
 - 2.1.1.8 Ethylene (C₂H₄)
 - 2.1.1.9 Acetylene (C₂H₂)
 - 2.1.2 ASTM Oil Quality Test shall include:
 - 2.1.2.1 Dielectric ASTM D-877
 - 2.1.2.2 Acidity ASTM D-974
 - 2.1.2.3 Interfacial Tension ASTM D-971
 - 2.1.2.4 Color ASTM D-1520
 - 2.1.2.5 Visual Condition ASTM D-1524
 - 2.1.2.6 Specific Gravity ASTM D-1298
 - 2.1.2.7 Power Factor @ 25C and 100C.....ASTM D-924
 - 2.1.3 Moisture Content Test shall include Karl Fischer Test for Moisture Content in Oil as per ASTM D-1533. In addition to express the moisture content in terms of PPM, the percentage saturation must also be provided in the report.

- 2.1.4 The transformer top oil temperature at the time the sample was taken shall also be recorded on the test report.
- 2.2 The insulating oil tests for transformer's LTC compartments shall include:
 - 2.2.1 Analysis of dissolved gases in transformer insulating oil in accordance with ANSI/IEEE Standard C57.104-1991 (Gas Chromatography via ASTM D-3612-A – vacuum extraction method). The report ***must*** include the total combustible gas content in ***PPM*** and in term of ***percentage*** of the total gas content ([Total Combustible Gas Content / Total Gas Content] X 100).
 The gas-in-oil tests shall include ppm levels of the following dissolved gases in each insulating oil sample:
 - 2.2.1.1 Hydrogen (H₂)
 - 2.2.1.2 Oxygen (O₂)
 - 2.2.1.3 Nitrogen (N₂)
 - 2.2.1.4 Methane (CH₄)
 - 2.2.1.5 Carbon Monoxide (CO)
 - 2.2.1.6 Carbon Dioxide (CO₂)
 - 2.2.1.7 Ethane (C₂H₆)
 - 2.2.1.8 Ethylene (C₂H₄)
 - 2.2.1.9 Acetylene (C₂H₂)
 - 2.2.2 ASTM Oil Quality Test shall include:
 - 2.2.2.1 Dielectric ASTM D-877
 - 2.2.2.2 Color ASTM D-1520
 - 2.2.2.3 Visual Condition ASTM D-1524
 - 2.2.2.4 Karl Fischer (ppm, only) ASTM D-1533
 - 2.2.2.5 Power Factor @ 25C and 100C..... ASTM D-924
- 2.3 A complete engineering report shall be submitted for each transformer and for each LTC tested. Additionally, the contractor will be provided a password to access JEA's online TOA4 database. Test results are to be loaded directly into the TOA4 database by the contractor.
- 2.4 For samples taken during the semi-annual sampling, a written assessment shall be provided for all units with abnormal results.
- 2.4 The prices quoted on this bid proposal are understood to be unit prices so that the JEA can have additional units tested at the same time or at a later time, if required.

3. LABORATORY REQUIREMENTS AFTER AWARD

The following are the requirements for the laboratory to insure that JEA purchases compatible and competitive transformer oil testing services. These requirements will help JEA to insure the continuity of the services and the integrity of the results.

Laboratory must either be ISO 9000-01-14000 certified, or have currently or previously, for a period of no less than five years, employed a staff quality engineer certified internationally to perform ISO 9000 quality assurance systems auditing, incorporating these ISO performance standards in the operation of its laboratory quality assurance system.

- 3.2.1 This does not allow for indirect application of these standards through any subsidiary arrangement. These must apply directly to the operation of the bidding laboratory.
- 3.2.2 For traceability and response all quality systems data for any of the following quality control practices must be documented including problems, or deviations from acceptable, followed and traceable to corrective actions taken.

LABORATORY ANALYSIS OF TRANSFORMERS' INSULATING OIL

The laboratory shall perform annual calibration of their dielectric test instruments by an established independent, commercial instrument calibration or instrument manufacturing company. In addition, daily calibration sample runs shall be performed in setting up the laboratory instruments for running its routine commercial dielectric tests.

- 3.3.1 These calibrations shall be done using new Diala or similar/compatible dielectric fluid.
- 3.3.2 All calibration data shall be documented, deviations noted and corrective actions taken when calibrations are outside acceptable limits.
- 3.3.3 Supporting documentation shall be provided for at least the last five years previous to the bid date. In addition, this documentation shall be kept during JEA's contract period and shall be available to JEA for audit and review purposes.

The laboratory shall perform annual calibration of their gas chromatography (GC) instruments. These calibrations shall be performed by an independent commercial instrument calibration or instrument manufacturing company.

- 3.4.1 Daily DGA analysis must be started by running calibration gas analysis of both low and high level mixtures of independently certified purchased gas mixtures to verify system linearity.
 - 3.4.2 All calibration run data, deviations and corrective actions shall be documented and available for JEA audit and review, for the previous five years, as well as throughout the JEA contract period.
 - 3.4.3 The laboratory must maintain a minimum of two in-house GC and extraction systems throughout the contract period. This does not include backup availability at another laboratory site.
 - 3.4.3.1 The redundancy in GC systems is to insure that emergency DGA sample run capability is available.
- 3.5 The laboratory must be able to provide rush service (sample results available to JEA within four (4) hours of sample being received by the lab) for emergency samples and five (5) business-day maximum for routine turnaround on normal sample volumes.