

**Solicitation
For Participation in**

Substation to Substation Fiber Install



Jacksonville, FL

Request for Quote (RFQ) 87873

Quotes are due on January 5, 2017 by 12:00 PM EST

E-Mail quotes to Dan Kruck krucdr@jea.com

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Solicitation

1. INVITATION

1.1. SCOPE OF WORK

The scope of work for this solicitation is to install fiber optic cable between JEA Forest and Point Meadows Substations and between Southeast Jax and Point Meadows Substations.

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 five (5) business days prior to the Bid opening date. Questions not received five (5) days prior to the Bid opening date will not be answered.

For Procurement Related Questions:

Buyer: Dan Kruck

Email: krucdr@jea.com

For Technical Questions:

Contact: Greg Rager

Email: ragegd@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: Substation to Substation Fiber Install

JEA RFQ Number: 87873

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 Time: 12:00 P.M. - ALL LATE BIDS WILL BE REJECTED.

Bid Due Date: January 05, 2017

All bids shall be submitted on the appropriate Bid forms that are included in this RFQ and are also available at jea.com. All bids submitted electronically shall reference the RFQ Title in the subject line of the email.

Please submit the Bid Form and other related documentation to:

Buyer Name: Dan Kruck

Buyer Email: krucdr@jea.com

The Bidder shall be solely responsible for delivery of its bid to the JEA Buyer. **NO LATE BIDS WILL BE ACCEPTED.**

2. SPECIAL INSTRUCTIONS

2.1. MINIMUM QUALIFICATIONS - RFQ

Bidder shall have the following Minimum Qualifications to be considered eligible to submit a 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 the Bids considered for Award.

- At the Bid due date the Bidder must be on JEA Responsible Bidders List (RBL) CS3 Fiber Optics Cable Installation.

Questions regarding RBL lists may be addressed to Melanie Green at newtmi@jea.com.

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. COMPETITIVE BIDDING-REQUEST FOR QUOTE

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.

2.3. 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.

2.4. 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 shall be rejected.

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

- o Bid Form (including acknowledgement of all addenda) - This form can be found in Appendix B.
- o Bid Workbook -This form can be found in Appendix B
- o List of JSEB Certified Firms (if applicable)
- o List of Subcontractors/Shop Fabricators (if applicable)

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

- o Conflict of Interest Certificate Form
- o Insurance Certificate
- o W-9
- o Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)

Any technical submittals as required by the Technical Specifications.

2.5. 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 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.

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 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.

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

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

It is at the Bidder's option as to whether it chooses to subcontract to a JSEB firm. JEA encourages the use of JSEB qualified firms; however, the Bidder 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 Bidder 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 Bidder shall procure and maintain the insurance required of Bidder hereunder during the life of the subcontracts. Subcontractors' insurance may either be by separate coverage or by endorsement under insurance provided by Bidder. Note: Any JSEB firms identified by Bidder for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as Bidder in this Solicitation). Bidders should show good faith efforts in providing assistance to JSEB firms in the securing of Subcontractors' insurance requirements stated in this section. Bidder shall submit subcontractors' Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA's job sites.

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

G. Nadine Carswell

JSEB Manager
JEA
(904) 665-6257
carsgs@jea.com

2.7. 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

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. 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 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 or IFB between a company submitting a Bid or Proposal and a JEA representative during the time in which the RFQ or IFB is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of RFQ or IFB 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 and IFB 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 or IFB 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 – PROGRESS PAYMENTS

Upon Company's completion and JEA's Acceptance of the completion of each predetermined Milestone, the Company shall submit to JEA an Invoice for the amount/percentage of the Work or Services completed corresponding to that Milestone.

4.2.2. INVOICING AND PAYMENT TERMS

Within sixty (60) days from completion of the Work, the Company shall submit all Invoices or Applications for Payment in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following address:

JEA Accounts Payable
P.O. Box 4910
Jacksonville, FL 32201-4910

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

JEA may reject any Invoice or Application for Payment within twenty (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 ten (10) days.

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

In the case of early termination of the Contract, all payments made by JEA against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Company. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to JEA within ten (10) days of determination or written notice.

4.3. WARRANTIES AND REPRESENTATIONS

4.3.1. WARRANTY (CONSTRUCTION)

Unless otherwise stated herein, the Company unconditionally warrants to JEA for a period of not less than one (1) year(s) from the date of issuance of the Certificate of Substantial Completion, that all Work furnished under the Contract, including but not limited to, materials, equipment, workmanship, and intellectual property, including derivative works will be:

- o Performed in a safe, professional and workman like manner; and
- o Free from Defects in design, material, and workmanship; and
- o Fit for the use and purpose specified or referred to in the Contract; and
- o Suitable for any other use or purpose as represented in writing by the Contractor; and
- o In conformance with the Contract Documents; and
- o Merchantable, new and of first-class quality.

The Company warrants that the Work shall conform to all applicable standards and regulations promulgated by federal, state, local laws and regulations, standards boards, organizations of the Department of State, and adopted industry association standards. If the Work fails to conform to such laws, rules, standards and regulations, JEA may return the Work for correction or replacement at the Company's expense, or return the Work at the Company's expense and terminate the Contract.

If the Company performs services that fail to conform to such standards and regulations or to the warranties set forth in the first paragraph of this Section, the Company shall make the necessary corrections at Company's expense. JEA may correct any services to comply with standards and regulations at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time after notice of the Defect from JEA.

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

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

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

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

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

Note that JEA intends to perform a warranty inspection prior to the expiration of the warranty period. JEA will notify the Company and the Company Representative shall attend the inspection. All discrepancies identified at said inspection shall be corrected by the Company within a reasonable timeframe.

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 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.

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 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

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

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$2,000,000 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.

4.4.4. INDEMNIFICATION-RELEASE OF JEA CUSTOMER INFORMATION

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

4.5. ACCEPTANCE

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

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

4.6. TERM AND TERMINATION

4.6.1. 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.

4.6.2. TERMINATION FOR DEFAULT

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

- o The Company assigns or subcontracts the Work without prior written permission;
- o Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- o A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- o The Company makes an assignment for the benefit of creditors;
- o The Company suspends the operation of a substantial portion of its business;
- o The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- o The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents;

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

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

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

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

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

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

4.6.3. 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.

4.7. MISCELLANEOUS PROVISIONS

4.7.1. 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.

4.7.2. 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.

4.7.3. 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 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 CONTRACTORS 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/Proposer'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/Proposer'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/Proposer's determination that the redacted portions of its response to this Solicitation are not subject to disclosure.

4.7.4. JEA CRITICAL INFRASTRUCTURE PROTECTION (CIP)

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

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

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

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

4.7.5. 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.

4.7.6. 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.

4.7.7. 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

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.

Appendix A Technical Specifications
RFQ 87873 - Substation to Substation Fiber Install

JEA DOCUMENT REFERENCES

The scope of work for this solicitation is to install fiber optic cable between JEA Forest and Point Meadows Substations and between Southeast Jax and Point Meadows Substations. All construction work shall be completed in accordance with details and specifications contained in the documents listed below. These documents can be found on www.jea.com at Working with JEA / Engineering and Construction / Reference Materials / Reference Materials. JEA Contractors are required to fully understand and comply with these specifications.

- A. Fiber Optic Cable Standards – February 2005 Edition
- B. Underground Distribution Construction Standards – February 2005 Edition
- C. Overhead Distribution Construction Standards – February 2005 Edition

AS-BUILT/POST CONSTRUCTION/POST SPLICING DOCUMENTATION REQUIRED:

- 1) Contractor shall mark up supplemental project drawings, site plans, overhead installation and underground installation and submit on supplied drawings to JEA in an as-built format.
- 2) Contractor shall record cable sheath footages at each pole attachment/station number. Sheath numbers shall also be recorded at the beginning and end of the project as well as the entrance and exit of each vault; manhole or hand hole the fiber cable passes through. Fiber Optic Slack (FO-CS) locations require three (3) numbers at the pole.
- 3) Contractor shall record fiber optic attachment type if different than designed attachment type.
- 4) Contractor shall provide electronic and hard copies of fiber optic testing documentation before and after installation.
- 5) Contractor shall perform bi-directional tests with a JEA approved OTDR/software package NetTest or EXFO from patch panel to patch panel.
- 6) Contractor shall perform bi-directional tests for Optical Return Loss with a JEA approved power meter and light source on terminated fibers from patch panel to patch panel.
- 7) Contractor shall provide electronic and hard copies of fiber optic testing documentation before and after splicing.

Scope of Work for Fiber Installation and Splicing

1. All aerial cable will follow JEA standards and all underground construction will include conduit(s) as designed, a locate wire (#12 minimum solid), fiber route cott markers, and fiber optic vaults, as indicated on the construction drawings.
2. The Contractor will perform post construction fiber integrity testing. The Contractor will inform JEA the fiber plant is ready for pre splicing inspection. JEA will inspect the completed fiber plant construction within ten working days after the Contractor informs JEA that it is ready for inspection. Upon acceptance by JEA of the fiber plant construction the Contractor will begin fiber splicing, post splicing testing and documentation.

Scope of Work Point Meadows to Forest

3. From Forest substation place underground approximately 700ft of 72ct fiber from the Telecom patch panel inside Forest Substation using existing conduit to structure C281, please refer to the construction drawings sheet 5, 6 & 7 of 14.
4. From structure C281 place a 72ct aerial fiber continuous to structure 103 located on the north side of JTB; construction drawing 10 of 14.
5. Perform a directional bore going under JTB (S.R # 202) from structure 103 to 104. The directional bore will consist of one (1) two inch (2") HDPE conduit (FDOT approved HDPE) for approximately 522ft. Please refer to FDOT permit 2016-H-294-220 and construction drawings page 10 and 11 for more detailed information.
6. JEA supplied handholes will be located at the base of each structure with a two inch (2") conduit from the handhole to the structures, refer to construction drawings for more details.
7. The fiber will transition from a 72ct to a 48ct fiber at structure 103 and will terminate inside Point Meadows substation. The fiber must be continuous from the transition point to the termination point at Point Meadows
8. Beginning at structure 104 the fiber will be aerial until it reaches structure 112. It will transition from aerial to underground into an existing two inch (2") conduit and pulled inside the control house to the telecom rack inside the substation.
9. For all aerial cable follow the construction drawings, sag and tension tables included in the construction package.
10. The total approximate footage of the project, aerial and underground is 18,000ft. Please refer to the drawings for locations and construction notes

Scope of Work Point Meadows to Southeast Jax

1. Begin at Point Meadows substation placing a 48ct fiber underground from the Telecom rack to structure 113A, install two inch (2") conduit from existing handhole to the pole 113A.
2. Install an aerial 48ct fiber from structure 113A to structure 121.
3. At structure 121 riser down pole into handhole and riser back up pole and continue to structure 131.
4. At structure 131 riser down pole again into handhole and riser back up pole and continue to structure 132A. See construction drawing 11 of 13 for more details.
5. At structure 132A riser down pole, install one (1), two inch (2") conduit from the pole to the new handhole. From the new handhole install one (1) two inch (2") conduit to the existing handhole inside the substation; see underground construction drawings 7 of 7 for more details, continue the pulling the 48ct fiber into Southeast Jax substation. The fiber will terminate at the patch panel in the control house.
6. For all handhole and riser details see underground construction drawings included in the construction package.

JEA shall provide the following:

1. 48 and 72 count single mode fiber
2. Fiber route markers, and hand holes
3. Riser material
4. Maps, plans, drawings, design specifications and permits
5. All aerial hardware
6. Splicing to be done by others

Contractor shall provide:

1. All equipment, tools and manpower
2. All consumables and other materials needed for the underground construction
3. All conduit, inner ducts and locate wire

A journeyman electrician is required to be a member of all work crews.

RFQ 87873 APPENDIX B - Bid Form

Substation to Substation Fiber Install

Submit a scanned signed copy of this document to krucdr@jea.com

Company Name: _____

Company's Address _____

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

<p><u>BID SECURITY REQUIREMENTS</u></p> <p><input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond (Five Percent (5%))</p>	<p><u>TERM OF CONTRACT</u></p> <p><input type="checkbox"/> One Time Purchase <input type="checkbox"/> Annual Requirements <input checked="" type="checkbox"/> Other, Specify- Project Completion</p>
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<p><u>SAMPLE REQUIREMENTS</u></p> <p><input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <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 <input type="checkbox"/> Bond required 100% of Bid Award</p>
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<p><u>QUANTITIES</u></p> <p><input type="checkbox"/> Quantities indicated are exacting <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 align="center">Insurance required</p>
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<p><u>PAYMENT DISCOUNTS</u></p> <p><input type="checkbox"/> 1% 20, net 30 <input type="checkbox"/> 2% 10, net 30 <input type="checkbox"/> Other _____ <input type="checkbox"/> None Offered</p>	
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ENTER YOUR BID FOR RFQ - 87873	TOTAL PRICE
TOTAL BID PRICE FOR THE PROJECT (Lump Sum)	\$ _____

BIDDER'S CERTIFICATION

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

We have received addenda

_____ through _____
Handwritten Signature of Authorized Officer of Company or Agent Date
Printed Name and Title