

**Request for Quote (RFQ)**

**for**

**Participation**

**BATTERY VOLTAGE REGULATION AND IEEE/NERC COMPLIANCE**

**FOR**

**BRANDY BRANCH GENERATING STATION**



**JACKSONVILLE, FL**

**SOLICITATION NUMBER 91568**

**MANDATORY PRE - BID MEETING ON AUGUST 14, 2017, AT 1:30 P.M.**

**TELECONFERENCE DIAL IN: 1-888-714-6484**

**MODERATOR PASSCODE: 9926637**

**TELECON PARTICIPATION PASSCODE: 992663**

**MANDATORY PRE-BID MEETING LOCATION: JEA BID OFFICE, CUSTOMER CENTER 1<sup>ST</sup> FLOOR, ROOM  
002**

**21 W. CHURCH STREET, JACKSONVILLE, FL 32202**

**QUESTIONS:**

All questions must be submitted in writing to the JEA Buyer listed below by AUGUST 18, 2017 at 5:00 PM.  
Questions received after this date and time will be rejected.

**Bids are due on AUGUST 23, 2017 by 12:00 pm**

**BIDS EMAILED TO:  
ELIZABETH ANN ELLIS-MOORE AT  
[MOOREA@JEA.COM](mailto:MOOREA@JEA.COM)  
JEA PROCUREMENT SERVICES  
All late Bids will be rejected.**

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## 1. REQUEST FOR QUOTE

The purpose of this specification is to include all materials, labor, equipment and expendables necessary to install four active battery monitoring management systems within the four (4) battery rooms at Brandy Branch Generating Station. The battery systems include C&D 4LCYC EnerSys PowerSafe, 4DSG-11, and EnerSys PowerSafe GC-27 VLA batteries.

The first system has fourteen (14), four (4) cell, C&D 4LCYC batteries that will require fifty-six (56) modules. There are seven (7) batteries on the bottom tier and seven (7) batteries on the top tier.

The second and third systems both have fourteen (14), four (4) cell, EnerSys 4DSG-11 that will require fifty-six (56) modules. There are seven (7) batteries on the bottom tier and seven (7) batteries on the top tier on both systems.

The fourth system has two (2) strings in parallel that are made up of sixty (60) batteries on each string, totaling 120, single cell, EnerSys PowerSafe GC-27 batteries that will require 120 modules.

The systems shall be Ethernet based which will monitor voltage, internal resistance, and temperature of each battery. The system shall actively regulate float voltage of each cell ensuring that each all batteries are charged at optimal voltage enabling the batteries to be at maximum capacity at all times. The management equipment shall automatically adjust voltage to or from the batteries, preventing cells from being over charged or under charged. The system shall notify the user if voltage, current or internal impedance is out of range automatically via, email, network message or Modbus. Through a web browser, the user shall have a full interface display of temperature, voltage, internal resistance and alarm status. Software shall allow the user to download historical data to free up storage space for future information. The system shall be password protected. The installer shall work with JEA's IT department in order to get the systems online and useable upon JEA's request.

**A more detailed description of the Work is provided in the Technical Specifications included as Appendix A.**

### 1.1.1. QUESTIONS

All questions must be submitted in writing to the JEA Buyer listed below by AUGUST 18, 2017 at 5:00 PM. Questions received after this date and time will not be answered or considered.

For Procurement Related Questions:

Buyer: ELIZABETH MOORE

E-mail: [MOOREA@JEA.COM](mailto:MOOREA@JEA.COM)

For Technical Questions:

Contact: MICHAEL HINSON

E-mail: [HINSJM@JEA.COM](mailto:HINSJM@JEA.COM)

### 1.1.2. INVITATION TO BID

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

**JEA Solicitation Title: BATTERY VOLTAGE REGULATION AND IEEE/NERC COMPLIANCE FOR BRANDY BRANCH GENERATING STATION**

**JEA Request for Quote Number: 91568**

To obtain more information about this Solicitation:

Download a copy of the Solicitation, PDF quality drawings (if applicable) and any required forms at [jea.com](http://jea.com).

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

**Bid Due Date:** AUGUST 23, 2017 (EST)

All Bids must reference the JEA RFQ title and number noted above. All Bids must be made on the appropriate Bid forms as specified within this RFQ, and emailed to [moorea@jea.com](mailto:moorea@jea.com).

**Bids are due by the time and on the date listed above. ALL LATE BIDS FOR WHATEVER REASON WILL BE RETURNED UNOPENED.**

### **1.1.3. OPENING OF BIDS**

All Bids shall be opened and reviewed by at the opening time and stated herein. Bidders that submitted timely Bids will receive an email with the Bid tabulation. Late Bids that are rejected will not be included in the Bid tabulation

## **1.2. SPECIAL INSTRUCTIONS**

### **1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION**

Bidder shall have the following minimum qualifications to be considered eligible for submission of a Bid. **A Minimum Qualification Form which is required to be submitted with the Bid Form is provided in Appendix B of this Request For Quote.** It is the responsibility of the Bidder to ensure and certify that it meets the minimum qualifications stated below. A Bidder not meeting all of the following criteria will have their Bid rejected:

- o The Bidder must have a current Manufacturer's License or General Contractor's License - The License Number must be placed on your Bid Form – Appendix B.
- o The Bidder shall have successfully performed two (2) similar projects in the past five (5) years ending July 31, 2017.
  - A similar project is defined as battery install or monitoring projects greater than \$45,000.00 per project.

**Please note, any Bidder whose contract with JEA was terminated for default within the last two (2) years shall have their Response rejected.**

### **1.2.2. REQUIRED FORMS TO SUBMIT WITH BID**

To submit a Bid in response to this Solicitation, 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 forms provided in the Solicitation, 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 acknowledgements of all Addenda) - This form can be found in Appendix B**
- o **Minimum Qualification - This form can be found in Appendix B**

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 execution of Contract. 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 at the time of Contract execution could result in Bid rejection.

- o Insurance Certificate
- o W-9

- Evidence of active registration with the State of Florida Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org))
- Any technical submittals as required by the Technical Specifications.

### **1.3. 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 10<sup>th</sup> 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](http://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](http://jea.com). For additional information, contact Jerry Fulop at (904) 665-5810.

### **1.4. 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.

### **1.5. 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](mailto: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 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.

### **1.6. EVALUATION METHODOLOGY**

#### **1.6.1. 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.

#### **1.7. 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 THREE (3) 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.**

### **1.8. GENERAL INSTRUCTIONS**

#### **1.8.1. SUBMITTING THE BID FORM**

The Bidder shall submit one (1) electronic copy of all the Bid documents to the JEA Buyer listed in this RFQ.

### **1.8.2. 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 this Request for Quote 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 insurance
- B. That every aspect of its submitted Bid, including the Bid 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 Documents 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 may be requested by JEA. If the Bid is submitted by a partnership, the bid must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the bid, satisfactory evidence of authority to sign may be requested by JEA. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of contract execution.
- D. That the firm maintains active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but 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.
- E. That Bidder has read, understands these instructions and will comply with the Section titled Ethics.

### **1.8.3. ETHICS (IFB)**

By signing the Bid Form, 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 available at [jea.com](http://jea.com). 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 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 Purchasing 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 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.

#### **1.8.4. MODIFICATION OR WITHDRAWAL OF BIDS**

The Bidder may modify or withdraw its Bid at any time prior to the Bid Due Date and Time by giving written notice to JEA's Chief Procurement Officer. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after the Bid Due Date and Time. The Bidder shall not modify or withdraw its Bid from time of Bid opening and for a period of ninety (90) days following the opening of Bids.

#### **1.8.5. AVAILABILITY OF BIDS AFTER BID OPENING**

In accordance with the Florida Public Records Law, Florida Statutes, Chapter 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 Buyer or JEA's Public Records custodian whose contact information can be found at [jea.com](http://jea.com). JEA will post a summary of the Bid results immediately after the Bid opening.

#### **1.8.6. PROTEST OF BIDDING AND AWARD PROCESS**

Companies shall file any protests regarding this Request for Quote in writing, in accordance with the JEA Procurement Code, as amended from time to time. The JEA Procurement Code is available online at [jea.com](http://jea.com).

### **2. CONTRACT TERMS AND CONDITIONS**

#### **2.1. CONTRACT DOCUMENT AND TERMS AND CONDITIONS**

Provided below are the Contract terms and conditions that will be incorporated by reference in the Contract Document executed by the Company and JEA. The Contract Document will incorporate by reference the terms contained in the Request for Quote portion of this document provided in Section 1, the Contract Terms provided in Section 2; and the Technical Specifications provided in Section 3. An example of the Contract that the Company will be required to execute is available for review at [jea.com](http://jea.com).

#### **2.2. DEFINITIONS**

##### **2.2.1. DEFINITIONS**

Words and terms defined in this section shall have the same meaning throughout all parts of this Request for Quote and Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization. The "Technical Specifications" portion of this Request for Quote may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in this Request for Quote and/or Contract Documents, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

##### **2.2.2. ACCEPTANCE**

JEA's written notice by the Contract Administrator to the Company that all Work as specified in the Contract 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 is only applicable to the entirety of Work as specified in the Contract. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

#### **2.2.3. ADDENDUM/ADDENDA**

A written change or changes to the Request for Quote which is issued by JEA Procurement Services and is incorporated into the Request for Quote as a modification, revision and/or further clarification of the intent of the Solicitation.

#### **2.2.4. AWARD**

The written approval 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.

#### **2.2.5. BID DOCUMENTS**

The forms required to be submitted to JEA as the Company's offer to perform the Work or Services described herein. The Bid Documents can include, but is not limited to, the Bid Form, Bid Workbook, Minimum Qualifications Form, certifications and/or other required submittals. The Bid Documents may also be referred to as the "Bid Form".

#### **2.2.6. BID**

The document describing the Bidder's offer submitted in response to this Request for Quote.

#### **2.2.7. BID PRICE**

The total dollar amount of the Bidder's offer to successfully perform the Work or Services in accordance with the Contract Documents.

#### **2.2.8. BIDDER**

The Bidder to this Solicitation..

#### **2.2.9. CHANGE ORDER**

A written order issued after execution of the Contract to the Company signed by the Contract Administrator, or his designated representative, authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. Change Orders do not authorize expenditures greater than the monies encumbered by JEA, which is shown on the associated Purchase Order(s). An executed Change Order resolves all issues related to price and time for the Work included in the Change Order. A Change Order that involves a material change to the Contract may result in a Contract Amendment.

#### **2.2.10. COMPANY**

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Company" is used it shall also include permitted assigns. Prime Contractor, Contractor, Vendor, Supplier and Company shall be considered synonymous for the purpose of the Contract.

#### **2.2.11. COMPANY REPRESENTATIVE**

The individual responsible for representing the Company in all activities concerning the fulfillment and administration of the Contract.

#### **2.2.12. COMPANY SUPERVISOR**

The individual, employed or contracted by the Company, to manage the Work on a day-to-day basis and ensure the Work is performed according to the Contract. The Company Supervisor may be authorized by the Company Representative to act on Contract matters. Such authorization shall be in writing and delivered to the Contract Administrator and shall clearly state the limitations of any such authorization. In the event that the Company Supervisor and the Company Representative is the same person, the Company shall notify the Contract Administrator of such situation.

### **2.2.13. CONTRACT**

An agreement between JEA and the Company, signed by both parties, which incorporates all the Contract Documents. The Contract shall not be altered without an Amendment to the Contract and executed by JEA and the Company, or a JEA issued Change Order. The words Contract and Purchase Order shall be considered synonymous for this solicitation and any subsequent Contract or Purchase Order.

### **2.2.14. CONTRACT ADMINISTRATOR**

The individual assigned by JEA to have authority to administer the Contract, including the authority to negotiate all elements of the Contract with the Company, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of JEA in all matters regarding the Contract. The Contract Administrator may authorize JEA Representative in writing to make minor changes to the Work with the intent of preventing Work disruption.

### **2.2.15. CONTRACT DOCUMENTS**

Contract Documents, also referred to as the "Contract" means the executed Contract, all Request for Quote documents and Bid Documents as further described in the Section of the Request for Quote titled "Contract Documents", and any written Change Orders, amendments or Purchase Orders executed by JEA, and insurance and/or bonds as required by the Contract.

### **2.2.16. CONTRACT PRICE**

The total amount payable to the Company during the initial Term of the Contract. However, this amount is not a guaranteed amount. Also referred to as the "Maximum Indebtedness" of JEA.

### **2.2.17. CONTRACTOR**

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Contractor" is used it shall also include permitted assigns. Contractor and Company shall be considered synonymous for the purpose of the Contract.

### **2.2.18. DEFECT**

Work that fails to reach Acceptance, or Work that fails meet the requirements of any required test, inspection or approval, and any Work that meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents.

### **2.2.19. ENVIRONMENTAL REGULATIONS**

All laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Work Location is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over JEA, the Work Location, or the use of the Work Location, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials (as defined in this Contract) into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

### **2.2.20. HOLIDAYS**

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

### **2.2.21. INVOICE**

A document seeking payment to Company from JEA for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Company's name and address, a description of the product(s) or service(s) rendered, a valid JEA PO number, the amount payable, the Unit Price, the payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents.

#### **2.2.22. JEA**

JEA on its own behalf, and when the Work involves St. Johns River Power Park (SJRPP), as agent for Florida Power and Light Company (FPL). JEA and FPL are co-owners of SJRPP.

#### **2.2.23. JEA REPRESENTATIVES**

The Contract Administrator, Contract Inspector, Contract Administrator's Representative, JEA Engineer, Field Engineer, Project Manager, and other persons designated by the Contract Administrator as JEA Representatives acting in a capacity related to the Work or Contract under the authority of the Contract Administrator.

#### **2.2.24. 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. .

#### **2.2.25. REQUEST FOR QUOTE**

The document (which may be electronic) issue by JEA;s Procurement Department to solicit Bids.

#### **2.2.26. SOLICITATION**

See definition of Request for Quote ("RFQ").

#### **2.2.27. SUBCONTRACTOR**

A provider of services performing Work under contract for the Company.

#### **2.2.28. TERM**

The period of time during which the Contract is in force or until the Contract's Maximum Indebtedness is reached, whichever occurs first.

#### **2.2.29. UNIT PRICES**

The Bidder's charges to JEA for the performance of each respective unit of Work as defined on the Bid Documents, Bid Workbook, Bid Form or in the Contract Documents.

#### **2.2.30. WORK OR SCOPE OF SERVICES**

Work includes as defined in the Contract Documents all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

### **2.3. CONTRACT DOCUMENTS**

#### **2.3.1. ORDER OF PRECEDENCE**

The Contract shall consist of JEA's Contract and/or Purchase Order together with the Request for Quote including, but not limited to, the executed Bid Documents, which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Company shall inform JEA in writing of any conflict, error or discrepancy in the Contract Documents upon discovery. Should the Company proceed with the Work prior to written resolution of the error or conflict by JEA, all Work performed is at the sole risk of the Company. JEA will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- Executed Contract Amendments
- Exhibits to Contract Documents
- Executed Contract Documents
- Purchase Order(s)
- Addenda to JEA Solicitation
- Drawings associated with this Solicitation
- Exhibits and Attachments to this Solicitation
- Technical Specifications associated with this Solicitation
- This Solicitation
- Bid Documents
- References

The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. The Company shall perform any Work that may reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

## **2.4. PRICE AND PAYMENTS**

### **2.4.1. PAYMENTS**

#### **2.4.1.1. PAYMENT METHOD - LUMP SUM UPON DELIVERY & ACCEPTANCE**

Upon delivery and Acceptance of all Work, the Company shall submit an Invoice for the full Contract Price as stated on the Company's Bid Form.

#### **2.4.2. DISCOUNT PRICING**

JEA offers any or all of the following option payment terms, one of which may be executed at the request of the Company by sending an email to the JEA Buyer listed in this Solicitation:

- 1% 20, net 30
- 2% 10, net 30

Company may request alternate payment terms for JEA's consideration, however, alternate payment terms are not effective until acceptance by JEA in writing. Please note, all payment dates are calculated from the date of the Invoice receipt by JEA's Accounts Payable.

#### **2.4.3. OFFSETS**

In case the Company is in violation of any requirement of the Contract, JEA may withhold payments that may be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this and any other Company Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

#### **2.4.4. TAXES**

JEA is authorized to self-accrue the Florida Sales and Use Tax and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

## **2.5. WARRANTIES AND REPRESENTATIONS**

### **2.5.1. WARRANTY**

The Company warrants that the goods furnished by the Company shall be free from defects in material and fabrication for a period of not less than thirty – six (36) months from the date of Delivery at the JEA site.

THE FOREGOING EXPRESSED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES. COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. JEA'S REMEDY FOR BREACH OF ANY WARRANTY MADE BY COMPANY IN CONNECTION WITH THE PURCHASE OF ANY GOODS HEREUNDER shall be the right to require Company to repair or, at JEA's option, to replace, any defective goods. Company shall not be responsible for labor associated with disassembly, installation or replacement of goods unless the Company performed the original disassembly, installation or replacement of those goods.

JEA'S REMEDY FOR THE BREACH OF ANY WARRANTY MADE BY COMPANY IN CONNECTION WITH THE PURCHASE OF ANY SERVICES HEREUNDER shall be to require the Company to correct such Defect at Company's sole expense.

In the event that JEA determines the repair or replacement of the defective goods or the correction of the defective services is an ineffective remedy, JEA'S remedy is the right to recover the amount paid to Company for the defective goods or services. JEA must return the defective goods to Company, if so requested by Company. Written notice specifying the particular defect in the goods or services must be given promptly by JEA to the Company.

If the 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.

## 2.5.2. 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:

<u>Schedule</u>	<u>Amount</u>
<u>Workers' Compensation</u>	
Florida Statutory coverage And Employer's Liability	Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability)
<u>Commercial General Liability</u>	
Premises-Operations	\$1,000,000 each occurrence
Products-Completed Operations	\$2,000,000 annual aggregate for bodily injury
Contractual Liability	and property damage, combined single limit
Independent Contractors	
<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>	
<b>(This is additional coverage and limits Above the following primary insurance: Employer's Liability, Commercial General Liability and Automobile Liability)</b>	\$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 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, 6<sup>th</sup> 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. Company shall submit subcontractors' Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA's job sites.

### **2.5.3. INDEMNIFICATION & RISK OF LOSS**

#### **2.5.4. ENVIRONMENTAL INDEMNIFICATION**

The Company shall hold harmless and indemnify JEA and Florida Power and Light (FPL), including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (the "Indemnified Parties") and will reimburse the Indemnified Parties from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the Company's, including, but not limited to, its agents, affiliates or assigns ("Parties"), actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Company's or other Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Contract by the Company or any Party at any time on or after the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Company or any Party. JEA and FPL will be entitled to control any remedial action, any proceeding relating to an environmental claim. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term of this Contract, and any holdover and/or Contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract.

#### **2.5.5. 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.

#### **2.5.6. 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.

## **2.6. TERM AND TERMINATION**

### **2.6.1. TERM**

#### **2.6.1.1. 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.

#### **2.6.2. 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.

#### **2.6.3. TERMINATION FOR DEFAULT**

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

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



- The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents;
- The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- The Company breaches any of the representations or warranties;
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA; or
- Any material change in the financial or business condition of the Company.

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

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

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

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

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

## **2.7. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION**

### **2.7.1. PROPRIETARY INFORMATION**

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. All information furnished by JEA will be returned to JEA upon completion of the Work.

### **2.7.2. PUBLICITY AND ADVERTISING**

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA.

### **2.7.3. PUBLIC RECORDS LAWS**

#### **Access to Public Records**

All Documents, data and other records received by JEA in connection with the Contract are public records and available for public inspection unless specifically exempt by law. The Company shall allow public access to all documents, data and other records made or received by the Company in connection with the Contract unless the records are exempt from Section 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. JEA may unilaterally terminate the Contract if the Company refuses to allow public access as required under the Contract.

#### **Redacted copies of Confidential Information**

If the Company believes that any portion of any documents, data or other records submitted to JEA are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), Company must (1) clearly segregate and mark the specific sections of the document, data and 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 the documents, data, or records (the "Redacted Copy"). The Redacted Copy shall contain JEA's contract name and number, 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 the Company fails to submit a redacted copy of documents, data, or other records 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 these records.

#### **Request for Redacted Information**

In the event of a public records or other disclosure request under Florida's Public Records Laws or other authority to which the Company's documents, data or records are responsive, JEA will provide the Redacted Copy to the requestor. If a Requestor asserts a right to any redacted information, JEA will notify the Company that such an assertion has been made. It is the Company's responsibility to respond to the requestor to assert that the information in questions is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of the redacted information under legal process, JEA shall give the Company prompt notice of the demand prior to releasing the redacted information (unless otherwise prohibited by applicable law). The Company shall be responsible for defending its determination that the redacted portions of the information are not subject to disclosure.

#### **Indemnification for Redacted Information**

The Company shall protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs) arising from or relating to the Company's assertion that all or any portion of its information is not subject to disclosure.

#### **Public Records Clause for Service Contracts**

If, under the Contract, the Company is providing services and is acting on behalf of JEA as contemplated by subsection 119.011(2), Florida Statutes, the Company shall:

- Keep and maintain public records that ordinarily and necessarily would be required by JEA in order to perform service;
- Provide the public with access to public records on the same terms and conditions that JEA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise prohibited by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfer, at no cost, to JEA all public records in possession of the Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to JEA in a format that is compatible with the information technology systems of JEA.

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

**Public Records Request Coordinator  
21 West Church Street, T-8**

**Jacksonville, FL 32202**  
**Ph: 904-665-8606**  
[publicrecords@jea.com](mailto:publicrecords@jea.com)

## **2.8. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT**

### **2.8.1. ENVIRONMENTAL COMPLIANCE**

The Company shall be familiar, and otherwise comply with Environmental Regulations as they apply to the performance of the Work associated with this Contract unless otherwise directed in writing by JEA. Company shall furthermore notify JEA of the need to obtain additional regulatory authorizations, including permits, prior to applying for such authorizations.

Company shall designate a qualified individual to serve as an environmental coordinator. This individual shall be responsible for; ensuring Company's conformance with Environmental Requirements, serve as JEA's point of contact with the Company on all matters related to Environmental Requirements applicable to the Work, be prepared for, and attend environmental compliance meetings scheduled by JEA, attend regulatory agency inspections of the Work Site, and notify JEA of noncompliance or other deviation from Environmental Requirements applicable to the Work. This individual shall also be a qualified Stormwater Management Inspector registered in the State of Florida.

### **2.8.2. COMPANY REPRESENTATIVES**

The Company shall provide JEA with the name and responsibilities of the Company Representative, in writing after Award of the Contract and before starting the Work under the Contract. Should the Company need to change the Company Representative, the Company shall promptly notify JEA in writing of the change.

### **2.8.3. COMPANY REVIEW OF PROJECT REQUIREMENTS**

The Company shall review the Work requirements and specifications prior to commencing Work. The Company shall immediately notify the Contract Administrator in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. JEA will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order as appropriate if JEA is in agreement with the alleged conflict, and issue revised specifications. Any Work the Company performs prior to receipt of approved Change Order will be at the Company's sole risk.

### **2.8.4. FORCE MAJEURE**

No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected within seven (7) calendar days.

#### **2.8.5. SAFETY AND PROTECTION PRECAUTIONS**

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies including any orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that a violation of any provision of this clause is grounds for a Termination for Default, with no requirement to provide Company with a notice to cure. Additionally, the Company shall be responsible for all JEA damages associated with such termination.

The Company understands and agrees that JEA Representatives may stop Work at any time that JEA, at its sole discretion, considers the Company's Work to be unsafe or a risk to property, and to direct the Company to, at a minimum, perform as directed in such a way as to render the Work environment safe. The Company understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited to, any costs associated with any JEA directed safety improvements. The Company further understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by JEA to prevent harm to persons or damage to equipment does not, in any way, relieve the Company of this responsibility.

The Company Representative, or alternatively, the Company Supervisor, shall be designated as the Company's individual responsible for the prevention of accidents.

#### **2.8.6. WORK LOCATION**

Work shall be performed at the following location:

Brandy Branch Generating Station  
15701 Beaver St W.  
Baldwin, Florida 32234

#### **2.8.7. 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](mailto: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.

#### **2.8.8. JEA CHANGES TO ORDER**

JEA shall have the right to make changes to the Work at any time and the Company agrees to accept such changes. In the event such changes result in decreased or additional costs, JEA shall make an equitable adjustment in the purchase price provided the Company itemizes for JEA any additional costs.

#### **2.8.9. MISCELLANEOUS PROVISIONS**

#### **2.8.10. AMBIGUOUS CONTRACT PROVISIONS**

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract.

#### **2.8.11. AMENDMENTS**

This Contract may not be altered or amended except in writing, signed by JEA Chief Procurement Officer, or designee.

#### **2.8.12. 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.

#### **2.8.13. CUMULATIVE REMEDIES**

Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

#### **2.8.14. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

#### **2.8.15. EXPANDED DEFINITIONS**

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

#### **2.8.16. HEADINGS**

Headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

#### **2.8.17. LANGUAGE AND MEASUREMENTS**

All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

#### **2.8.18. 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.

#### **2.8.19. REFERENCES**

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

#### **2.8.20. SEVERABILITY**

In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect.

With regard to any provision in this agreement pertaining to damages, equitable or otherwise, it is the intent of the Parties that under no circumstances shall there be recovery for home office overhead. Any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

#### **2.8.21. RELATIONSHIP OF THE PARTIES**

The Company agrees that it shall perform the Work as an independent contractor and that it does not (a) have the power or authority to bind JEA or to assume or create any obligation or responsibility, express or implied, on JEA's part or in JEA's name, except as may be authorized by JEA under a separate written document, or (b) represent to any person or entity that it has such power or authority except as may be authorized by JEA under a separate written document.

#### **2.8.22. SUBCONTRACTING OR ASSIGNING OF CONTRACT**

Each party agrees that it shall not subcontract, 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.

In the event the Company obtains JEA approval to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, registrations, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted. The Company is obligated to remove Subcontractors from performing Work under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

#### **2.8.23. SURVIVAL**

The obligations of JEA and the Company under this Contract that are not, by the express terms of this Contract, to be performed fully during the Term, shall survive the termination of this Contract.

#### **2.8.24. TIME AND DATE**

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, FL. If under this Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for JEA, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for JEA Procurement.

#### **2.8.25. TIME OF ESSENCE**

For every material requirement of this Contract, time is of the essence.

#### **2.8.26. WAIVER OF CLAIMS**

A delay or omission by JEA to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by JEA under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.

The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval of payments, including final payment; Certificate of Contract Completion; any use of the Work by JEA; nor any correction of faulty or defective work by JEA.

#### **2.8.27. MERGER**

During the term of this Contract and any extension thereof any invoice that may be issued by the Company to JEA shall be issued in accordance with and subject solely to the terms and conditions contained herein, notwithstanding any language to the contrary contained in such invoices. Any invoice issued during the Term and any extension thereof shall not modify or amend this Contract, unless such invoice is intended to modify or amend this Contract and does so in accordance with the terms of this Contract.

### **3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK**

#### **3.1. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK (APPENDIX A)**

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

### **4. FORMS**

#### **4.1. FORMS (APPENDIX B)**

Forms required to be submitted with this Request for Quote are provided in Appendix B or can be obtained on the JEA website at [www.jea.com](http://www.jea.com).

**APPENDIX A – TECHNICAL SPECIFICATIONS (Cont’d)**  
**91568 – BATTERY VOLTAGE REGULATION AND IEEE/NERC COMPLIANCE**  
**FOR BRANDY BRANCH GENERATING STATION**

The purpose of this specification is to include all materials, labor, equipment and expendables necessary to install four active battery monitoring management systems within the four (4) battery rooms at Brandy Branch Generating Station. The battery systems include C&D 4LCYC EnerSys PowerSafe, 4DSG-11, and EnerSys PowerSafe GC-27 VLA batteries.

The first system has fourteen (14), four (4) cell, C&D 4LCYC batteries that will require fifty-six (56) modules. There are seven (7) batteries on the bottom tier and seven (7) batteries on the top tier.

The second and third systems both have fourteen (14), four (4) cell, EnerSys 4DSG-11 that will require fifty-six (56) modules. There are seven (7) batteries on the bottom tier and seven (7) batteries on the top tier on both systems.

The fourth system has two (2) strings in parallel that are made up of sixty (60) batteries on each string, totaling 120, single cell, EnerSys PowerSafe GC-27 batteries that will require 120 modules.

The systems shall be Ethernet based which will monitor voltage, internal resistance, and temperature of each battery. The system shall actively regulate float voltage of each cell ensuring that each all batteries are charged at optimal voltage enabling the batteries to be at maximum capacity at all times. The management equipment shall automatically adjust voltage to or from the batteries, preventing cells from being over charged or under charged. The system shall notify the user if voltage, current or internal impedance is out of range automatically via, email, network message or Modbus. Through a web browser, the user shall have a full interface display of temperature, voltage, internal resistance and alarm status. Software shall allow the user to download historical data to free up storage space for future information. The system shall be password protected. The installer shall work with JEA's IT department in order to get the systems online and useable upon JEA's request.

**REFERENCES:**

The work shall conform to the criteria and performance specifications described in the following up to date references:  
IEEE Std 1491 – 2012 Clauses: 4; 5.2.5; 5.3.1; 5.3.2; 5.4; 6  
IEEE Std 450 – 2010 Clauses: 4; 5.2  
NFPA 70E

All material and equipment shall be new, approved and labeled, where required. Only products by manufacturers regularly engaged in production of specified units will be acceptable. Products must conform to:

a. System Control Unit:

- |                              |                                |
|------------------------------|--------------------------------|
| 1. IT Interface:             | RJ45 Ethernet                  |
| 2. Optical Status Display:   | LED - colors                   |
| 3. Audible Status Alarm:     | Coordinated with optical color |
| 4. Aux Power UPS Interface:  | RS232                          |
| 5. Memory:                   | 20Mb                           |
| 6. RAM:                      | 512Mb                          |
| 7. Monitor Parallel Strings: |                                |

b. Battery Voltage Regulator Module:

1. Provides measurement of battery voltage, internal resistance and surface temperature with precisions less than 0.5%, 10%, and 15% respectively.
2. Must be capable of being installed and removed with non-proprietary tools.
3. Must be able to fit on top or on the side of C&D 4LCY, EnerSys PowerSafe D, and EnerSys PowerSafe G batteries without obstructing the view of the plates.
4. Must have the ability to balance voltages from 2.06 to 2.42V

c. Current Sensor:

1. The battery string float current shall be monitored by a current transformer capable of reporting charging and discharging current to the system control unit.



**APPENDIX A – TECHNICAL SPECIFICATIONS (Cont'd)**  
**91568 – BATTERY VOLTAGE REGULATION AND IEEE/NERC COMPLIANCE**  
**FOR BRANDY BRANCH GENERATING STATION**

d. Communication:

1. The battery monitoring system shall be capable of communicating with the existing server via FTP Protocol over Ethernet connections.

e. Spares:

1. Provide a list of recommended spare parts necessary to operate the system for one year.

f. Nameplates/Labeling

1. All internal components shall be equipped with identification tags
2. All wiring shall be labeled.

**SUBMITTALS:**

The Contractor shall submit a complete list of materials and equipment to JEA after the Award of Contract.

- a. The list shall include catalog numbers, cut sheets, diagrams, schematics and other descriptive data required to demonstrate conformance to the specifications.
- b. Manufacturer's literature shall be submitted for the equipment including the following:
  1. Recommended assembly, installation, and adjustment instructions.
  2. Operating, troubleshooting, maintenance instructions and assembly drawing.

**PROJECT SCHEDULE – BBGS Battery Voltage Regulator:**

All installation shall be completed no later than September 30<sup>th</sup>, 2017.

The Company shall not commence any work until a notice to proceed is received. A project schedule for this Contract shall be prepared and maintained by the Company to provide coordination, to establish the basis for measuring and monitoring Company progress and to detect problems for the purpose of taking corrective action. Company shall provide JEA with weekly updates. These updates shall include the following:

- Current status of the job progress
- One week Look-Ahead Schedule
  - Report the planned and actual progress of the current week
  - Report all planned work that is to be accomplished during the follow week
- Changes in the Work
- Safety and Quality Control issues
- Problem areas or concerns

Company shall update the JEA Project Manager Daily, providing a complete summary of the day's activities including manifests of any materials delivered to a landfill. The Company shall immediately alert the JEA Project Manager to any changes in schedule and present a remedy for completing the work on or before the contract completion dates of September 30, 2017.

**APPENDIX B – BID FORM**  
**RFQ – 91568 – BATTERY VOLTAGE REGULATION AND IEEE/NERC COMPLIANCE**  
**FOR BRANDY BRANCH GENERATING STATION**

Submit a scanned signed copy of this document to [moorea@jea.com](mailto:moorea@jea.com)

Company Name: \_\_\_\_\_

Company's Address \_\_\_\_\_

Manufacturer's License \_\_\_\_\_

**OR**

General Contractor's License \_\_\_\_\_

Phone Number \_\_\_\_\_ FAX No: \_\_\_\_\_ EMAIL Address: \_\_\_\_\_

<b>BID SECURITY REQUIREMENTS</b> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond %                \$ _____	<b>TERM OF CONTRACT</b> <input checked="" type="checkbox"/> Project Completion <input type="checkbox"/> Annual Requirements <input type="checkbox"/> Other
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<b>SAMPLE REQUIREMENTS</b> <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	<b>SECTION 255.05, FLORIDA STATUTES CONTRACT BOND</b> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Bond required \$ _____ % of Bid Award
---	--

Quote the following materials **F.O.B.: Jacksonville, FL**

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES:			TOTAL BID PRICE
	<b>1 BATTERY VOLTAGE REGULATION AND IEEE/NERC COMPLIANCE FOR BRANDY BRANCH GENERATING STATION</b>	<b>Lump Sum</b>		<b>\$ _____</b>

**BIDDER CERTIFICATION**

\_\_\_\_ I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

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 Bidding 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.			
We have received addenda _____ through _____	_____ Handwritten Signature of Authorized Officer of Company or Agent	_____ Date	
_____ Printed Name and Title			

**APPENDIX B – MINIMUM QUALIFICATION FORM**  
**91568 – BATTERY VOLTAGE REGULATION AND IEEE/NERC COMPLIANCE**  
**FOR BRANDY BRANCH GENERATING STATION**

**GENERAL**

**THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED RESPONDENT 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 THIS FORM AND ANY REQUESTED ADDITIONAL DOCUMENTATION WITH THE BID SUBMISSION ELECTRONICALLY TO ELIZABETH ANN ELLIS-MOORE AT [MOOREA@JEA.COM](mailto:MOOREA@JEA.COM).**

**BIDDER INFORMATION**

COMPANY NAME:\_\_\_\_\_

BUSINESS ADDRESS:\_\_\_\_\_

CITY, STATE, ZIP CODE:\_\_\_\_\_

TELEPHONE:\_\_\_\_\_

FAX:\_\_\_\_\_

E-MAIL:\_\_\_\_\_

PRINT NAME OF AUTHORIZED REPRESENTATIVE:\_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE:\_\_\_\_\_

TITLE OF AUTHORIZED REPRESENTATIVE:\_\_\_\_\_

**MINIMUM QUALIFICATIONS:**

- o The Bidder must have a current Manufacturer's License or General Contractor's License. The License Number must be placed on your Bid Form – Appendix B.
- o The Bidder shall have successfully performed two (2) similar projects in the past five (5) years ending July 31, 2017.
  - A similar project is defined as battery install or monitoring projects greater than \$45,000.00 per project.

**Please provide the reference verification information requested below pertaining to the projects.**

**APPENDIX B – MINIMUM QUALIFICATION FORM**  
**91568 – BATTERY VOLTAGE REGULATION AND IEEE/NERC COMPLIANCE**  
**FOR BRANDY BRANCH GENERATING STATION**

**1. REFERENCE**

Reference Name \_\_\_\_\_

Reference Phone Number \_\_\_\_\_

Reference Company Name \_\_\_\_\_

Address of Work \_\_\_\_\_

Reference E-Mail Address \_\_\_\_\_

Dates of Work/\$ Amount \_\_\_\_\_

Description of Work \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2. REFERENCE**

Reference Name \_\_\_\_\_

Reference Phone Number \_\_\_\_\_

Reference Company Name \_\_\_\_\_

Address of Work \_\_\_\_\_

Reference E-Mail Address \_\_\_\_\_

Dates of Work/\$ Amount \_\_\_\_\_

Description of Work \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_