



INVITATION TO BID 19-11

**DOMESTIC WIRE ROPE
FOR THE
JACKSONVILLE PORT AUTHORITY**

Return bids no later than,
TUESDAY, AUGUST 27, 2019 by 2:00PM (EST)
to the attention:

**Jacksonville Port Authority
Procurement Services Department
2831 Talleyrand Avenue
Jacksonville, FL 32206-0005**

**ITB 19-11
DOMESTIC WIRE ROPE
FOR THE
JACKSONVILLE PORT AUTHORITY**

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**REQUESTS FOR DISTRIBUTION SHEETS OR
PRE BID ATTENDANCE SHEETS**

Copies of the Invitation to Bid (ITB) distribution records may be requested by contacting the Procurement Services Department.

SUBMISSION OF BIDS

Bids submitted in advance of the time set for opening will be delivered to the Procurement Services Department, 2nd Floor, 2831 Talleyrand Avenue, Jacksonville FL, 32206, until **2:00PM (EST)**. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at bidder's risk. **Late bids will not be opened or considered.**

BID OPENING PROCEDURES

Depending on the type of project for which bids are requested, the items read at the opening will vary. Sealed bids are not public records subject to disclosure under the Florida Public Records Law until such time as the Jacksonville Port Authority provides notice of a decision or intended decision to award the contract or within thirty (30) days after opening, whichever is earlier (119.07 (3) (m), Florida Statutes). All parts of bids, including exhibits, are subject to the Public Records Law, and a Bid may not exclude any portion of the Bid unless specifically exempted from disclosure by Florida Law. Exemption of financial statements applies only to required submittal for prequalification of bidders on public works projects.

INVITATION TO BID RESULTS OR AWARD OF CONTRACT

Bidders desiring a copy of the unofficial tabulation sheet, which will contain only the items considered necessary by JAXPORT, must include a stamped, self-addressed envelope with their bid. Bidders may request a copy be sent to them by facsimile, email or may obtain a copy after the Bid opening in the Procurement Services Department. Bidders wishing to view bids submitted, subject to the above Public Records requirements, must arrange an appointment by contacting Public Records at (904) 357-3091 or public.records@jaxport.com. If copies are requested, an appropriate charge will be assessed, and all copies will be made solely at the convenience of JAXPORT. All Bidders will be notified of the intent to award the contract prior to action by the Jacksonville Port Authority Awards Committee.

**INVITATION TO BID
19-11**

**DOMESTIC WIRE ROPE
FOR THE
JACKSONVILLE PORT AUTHORITY**

Bids will be received by the Jacksonville Port Authority (JAXPORT) until **2:00PM (EST)**, on **TUESDAY, AUGUST 27, 2019**, at which time they will be opened in the First Floor Conference Room, 2831 Talleyrand Avenue, Jacksonville, Florida 32206.

All Bids must be submitted in accordance with the Specifications of **ITB Number 19-11**, which may be obtained from our website:

<https://www.jaxport.com/procurement/active-solicitations/>

Procurement Services Department
P.O. Box 3005
Jacksonville, Florida 32206
(904) 357-3455

ARTICLE I INSTRUCTIONS TO BIDDERS

1.01 GENERAL INFORMATION

The Jacksonville Port Authority is soliciting bids from “Qualified Vendors” to provide various types of **DOMESTIC WIRE ROPE** for the Jacksonville Port Authority (JAXPORT) as per specifications listed on this Invitation to Bid (ITB). Therefore, the purpose of this solicitation is to request information about your company’s abilities to provide products specified and to obtain pricing commitments for **DOMESTIC WIRE ROPE** listed on the ITB.

1.02 RECEIPT AND OPENING OF BIDS

The Jacksonville Port Authority (JAXPORT) will receive bids until **TUESDAY, AUGUST 27, 2019** at **2:00PM (EST)** from companies licensed, qualified and interested in providing **DOMESTIC WIRE ROPE**, as per specifications listed on this ITB. These bids will be publicly opened in the First Floor Conference Room, Jacksonville Port Authority, 2831 Talleyrand Avenue, Jacksonville, Florida, at the stated time and date listed above.

1.03 DELIVERY OF BIDS

Submit one (1) **original** (w/ ink signatures) and three (3) **copies** of the Bid and all required supplemental material listed in Article III (items to be submitted with Bid Form) must be submitted in a sealed package. The label on the package should read **“19-11 DOMESTIC WIRE ROPE”** and addressed or delivered **ONLY** to:

**Jacksonville Port Authority
Procurement Services Department
Attn: Jerrie Gunder
2831 Talleyrand Avenue
Jacksonville, FL 32206**

Each Bid package submitted must clearly show the Bidder's company name on the outside. Facsimile bids will not be accepted. Any Bids received after the above stated time and date will not be opened or considered. It is the sole responsibility of the Bidder to have its Bid delivered to JAXPORT as specified herein on or before the above date and time. Reliance upon mail, public carrier or other delivery service is at Bidder’s risk. All expenses for making Bids to JAXPORT are to be borne by the Bidder and will not be borne, charged to or reimbursed by JAXPORT in any manner or under any circumstance.

1.04 CONTRACT DOCUMENTS

The Contract Documents give the description of the work to be done under this Contract. The required qualifications of bidders, other technical information, applicable special conditions, term of the Contract and payment terms are also contained in these documents. The date, time and place of the receipt and opening of bids are listed in Article 1.02 above.

1.05 EXAMINATION OF CONTRACT DOCUMENTS

The Bidder is required to carefully examine the sites of the work and the Contract documents. It will be assumed that the Bidder has investigated and is fully informed of the conditions, the character, and quality of work to be performed, any materials and equipment to be furnished, and of the requirements of the Contract documents.

1.06 OBLIGATION OF PROPOSERS

The Bidder must become fully aware of JAXPORT’s requirements for the Contract. Failure to do so will not relieve a successful Bidder of its obligation to furnish the material, equipment and labor necessary to carry out the provisions of the Contract Documents and to complete the work at the prices bid.

In addition, the Bidder will be held responsible for having examined the details of the bid technical specifications. The Bidder will use its personal knowledge and experience or professional advice as to the character of the bid work and any other conditions surrounding and affecting the bid work. The submittal of a Bid will be construed as evidence that all Bidder obligations have been satisfied and no subsequent allowance will be made in this regard.

1.07 QUESTIONS & ADDENDA

Any questions regarding this Invitation to Bid (ITB) should be directed to **Jerrie Gunder, Contract Specialist** and submitted either by email only to jerrie.gunder@jaxport.com or submittal through E-Builder. Answers to questions will be released on an Addendum directed to all known prospective bidders registered in the E-Builder's website and advertised on our projects for bid website at <https://www.jaxport.com/procurement/active-solicitations/>

The deadline for questions will be MONDAY, AUGUST 12, 2019 at 9:00AM(EST).

No interpretation of the meaning of the specifications or other Contract Documents, or corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Any request for such interpretations or corrections must be made in writing to:

**Jacksonville Port Authority
Procurement Services Department
P.O. Box 3005
Jacksonville, FL 32206-0005**

Any such request which is not received prior to the above deadline date for questions will not be considered. All such interpretations and supplemental instructions will be in the form of written Addenda to the Contract Documents, which if issued, will be e-mailed to all known prospective bidders. However, it is the responsibility of each Bidder, before submitting its Bid, to contact the Procurement Services Department at (904) 357-3455 to determine if any Addenda have been issued and to make such Addenda a part of its Bid. Only the interpretation or correction so given by JAXPORT in writing will be binding, and prospective bidders are advised that only JAXPORT will give information concerning, or will explain or interpret the ITB Documents.

1.08 PREPARATION OF BID

- A. Bids will be submitted with the attached Bid Form (Article III). All blank spaces on the form must be typed or legibly printed in ink. Only the Bid Form and applicable additional information should be submitted. ***DO NOT SUBMIT ANY OTHER PORTIONS OF THE ORIGINAL JAXPORT PROPOSAL PACKAGE.***
- B. An authorized representative shall sign the bid. If an individual makes the Bid, he or she must sign his or her name therein and state his or her address and the name and address of every other person interested in the Bid as principal. If a firm or partnership makes the Bid, the name and address of each member of the firm or partnership must be stated. If a corporation makes the Bid, an authorized officer must sign the Bid or agent, subscribing the name of the corporation with his or her own name and affixes the Corporate Seal. Such officer or agent must also state the name of the State, under which the corporation is chartered, and the names and business address of the President, Secretary and Treasurer. If applicable, also provide evidence of registration with the Secretary of State of the State of Florida for doing business in the State of Florida.
- C. Failure to submit all information requested will result in a bid being considered "non-responsive," and therefore will be rejected.

1.09 RESPONSIBLE BIDDER CRITERIA

In considering the responsibility of Bidders, JAXPORT will examine all requirements listed and submitted with the ITB.

1.10 WITHDRAWAL OF BID

Any Bid may be withdrawn by written request of the Bidder until the date and time set above for opening of the Bids. Any Bid not so withdrawn will, upon opening, constitute an irrevocable offer for ninety (90) days (or until one or more of the Bids have been duly accepted by JAXPORT, whichever is earlier) to provide JAXPORT the services set forth in the

attached specifications. JAXPORT action on Bids normally will be taken within sixty (60) days of opening; however, no guarantee or representation is made as to the time between the bid opening and the subsequent JAXPORT action.

1.11 DISQUALIFICATIONS OF BIDDERS

Any of the following causes may be considered sufficient for the disqualification of a Bidder and rejection of the Bid:

- A. Submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names. If a company has more than one division, only one Bid may be submitted for the company.
- B. Evidence of collusion among Bidders.
- C. Incomplete work for which the Bidder is committed by contract which, in the judgment of JAXPORT, might hinder or prevent the Bidder with complying with the requested technical specifications under this Contract if awarded to such Bidder.
- D. Being in arrears on any existing agreement with JAXPORT or having defaulted on a previous contract with JAXPORT. For purposes of this section, corporations, partnerships or companies, or firms or other business entities created for the purpose of shielding any individual, firm, Partnership Corporation, or other business entity from the application of this provision may be considered for disqualification.
- E. Items 'C' and 'D' above will be considered by JAXPORT after the opening of Bids, and, if found to apply to any Bidder, JAXPORT will notify the Bidder that its Bid will not be considered for an award of the Contract. The Bidder has five (5) business days to appeal in writing this decision to JAXPORT Chief Executive Officer, via the Procurement Services Department, and the decision of the Chief Executive Officer will be final.
- F. Failure to provide the notarized forms, if any, required in the Bid documents, and any other requirements listed in Article III.
- G. Failure to disclose any disciplinary actions taken or pending against the firm within the past three (3) years.

Minor irregularities that do not materially affect the Bid may be waived at the sole discretion of JAXPORT.

1.12 NON-WARRANTY OF ITB INFORMATION

Due care and diligence has been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with those making bids. JAXPORT and its representatives shall not be responsible for any error or omission in the ITB.

1.13 CONTINGENCY FEES PROHIBITED

By submitting a bid in response to this ITB, the Bidder warrants that it has not employed or retained a company or person, other than a bona fide employee or sub bidder, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making a contract with JAXPORT.

1.14 REJECTIONS OF IRREGULAR BIDS

Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. JAXPORT reserves the right to waive any non-conformance or irregularities of bids, or to reject any or all bids, in whole or in part, whenever such non-conformance or irregularities are minor and such action is deemed to be in the best interest of JAXPORT.

In this regard, JAXPORT reserves the right to reject any and all Bids, in whole or in part, and to waive any non-conformance or any other irregularities received in said bid, to reject any and all request for bids and to accept the bid which in its judgment will be in the best interest of JAXPORT.

1.15 PUBLIC ENTITY CRIME

Pursuant to Chapter 287 of the Florida Statutes, Bidders are required to complete and submit with their bids a Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes. **Form PEC is provided as “Exhibit B”** for that purpose and must be included with the bid form at the time bids are submitted.

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- Submitting a bid on a contract to provide any goods or services to a public entity;
- Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting bids on leases of real property to a public entity;
- Being awarded or performing work as a Bidder, supplier, sub Bidder, or Bidder under a contract with any public entity; and
- Transacting business with any public entity in excess of Category Two threshold amount (\$35,000) provided in section 287.017 of the Florida Statutes.

1.16 DISCRIMINATORY VENDOR LIST

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- Submit a bid on a contract to provide any goods or services to a public entity;
- Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submit bids on leases of real property to a public entity;
- Be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; or
- Transact business with any public entity.
- To view a current list, visit:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

1.17 BIDDERS REPRESENTATION AND AUTHORIZATION

In submitting a bid, each Bidder understands, represents, and acknowledges the following (if the Bidder cannot certify to any of the following, the Bidder shall submit with its response a written explanation of why it cannot do so).

- The Bidder is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the bid documents, the Bidder, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Bidder currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The bid submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Bidder or potential Bidder, nor they will not be disclosed before the solicitation bid opening.

- The Bidder has fully informed JAXPORT in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- The product(s) offered by the Bidder will conform to the specifications without exception.
- The Bidder has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Bidder, the Bidder agrees that it intends to be legally bound to the Contract that is formed with JAXPORT.
- The Bidder has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The Bidder shall indemnify, defend, and hold harmless JAXPORT and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the Bidder are material and important and will be relied upon by JAXPORT in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from JAXPORT of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.
- That the Bidder has carefully examined the Technical Specifications and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the services needed for the performance of the work, the general and local conditions, all difficulties to be encountered, and all other items which in any way affect the work or its performance.
- That the Bidder is in full compliance with all Federal, State, and local laws and regulations and intends to fully comply with same during the entire term of the contract.

1.18 E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

Bidders are required to complete and submit with their bids an E-Verify Acknowledgement and Acceptance Form. **Form is provided as "Exhibit C"**. The successful bidder agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the term of this contract. Successful bidders must include in all subcontracts the requirement that subcontractors performing work or providing goods and services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The successful bidder further agrees to maintain records of its participation and compliance and its subcontractor's participation and compliance with the provisions of the E-Verify program, and to make such records available to JAXPORT upon request. Failure to comply with this requirement will be considered a material breach of the contract.

1.19 NON-DISCRIMINATION PROVISIONS

The Bidder will have all state, county and local licenses and permits as may be required by law to perform the described services. The Bidder agrees to comply with all applicable Federal, State and local laws, including the Civil Rights Act 1964, as amended. The Equal Employment Opportunity Clause in Section 202 paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference.

The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled veteran and veterans of the Vietnam Era, is incorporated herein by specific reference.

1.20 PUBLIC MEETING REQUIREMENTS

JAXPORT is required to comply with Section 286.011 of the Florida Statutes. Therefore, Evaluation Committee meetings and meetings of the Awards Committee are required to be held in public with sufficient notice made of the time and date of the meeting. All notices of public meetings are posted in the lobby of the Jacksonville Port Authority, 2831 Talleyrand Avenue, Jacksonville, FL 32206.

1.21 PUBLIC RECORDS

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

- (a) Keep and maintain public records required by JAXPORT to perform the services; and
- (b) Upon request from JAXPORT's custodian of public records, provide JAXPORT with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to JAXPORT; and
- (d) Upon completion of this Contract, transfer to JAXPORT at no cost all public records in possession of Contractor or keep and maintain public records required by JAXPORT to perform the service. If Contractor transfers all public records to JAXPORT upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to JAXPORT upon request from either JAXPORT's custodian of public records in a format that is compatible with JAXPORT's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF 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 JAXPORT'S CUSTODIAN OF PUBLIC RECORDS AT (904) 357-3091 public.records@jaxport.com; JACKSONVILLE PORT AUTHORITY, PUBLIC RECORDS REQUEST, 2831 TALLEYRAND AVENUE, JACKSONVILLE, FLORIDA 32206.

1.22 PROTEST PROCEDURES

Respondents shall file any protest regarding this ITB in writing, in accordance with JAXPORT's Protest Procedures promulgated on SOP-1215 Procurement Code for the Jacksonville Port Authority, available at <https://www.jaxport.com/procurement>

1.23 EX-PARTE COMMUNICATION PROHIBITED

JAXPORT believes that any ex-parte communication concerning the solicitation, evaluation, and selection process denies all firms submitting bids fair, open, and impartial consideration. Adherence to procedures which ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement of professional services. Therefore, during the solicitation, evaluation, and selection process, any ex-parte communication between a firm, its employees, agents, or representatives; and JAXPORT, its members, employees, agents, legal counsel, or representatives; other than JAXPORT's designated representative identified herein, is strictly prohibited. Failure to observe this requirement shall result in rejection of a firm's bid. For purposes of this section, the

term “ex-parte communication” shall mean any oral or written communication relative to this solicitation, evaluation, and selection process, which occurs outside of an advertised public meeting, pursuant to Section 285.011, Florida Statutes.

This requirement shall not prohibit:

- A. Meetings called or requested by JAXPORT and attended by Bidders/Firms for the purpose of discussing this solicitation, evaluation, and selection process, including, but not limited to, substantive aspects of this ITB;
- B. The addressing of any elected or appointed governing authority of JAXPORT at public meetings advertised and conducted pursuant to, and in compliance with, Section 285.011, Florida Statutes;
- C. The filing and prosecution of a written protest to any bid award to be made pursuant to this solicitation, evaluation, and selection process, which filing and prosecution shall give notice to all firms. Protest proceedings shall be limited to open public meetings with no ex-parte communication outside those meetings;
- D. Contacts with elected officials of JAXPORT.

1.24 EXECUTION OF THE CONTRACT

Within twenty (20) days after Notice of Award, the successful Bidder will furnish the required certificates of insurance and any other requirements and enter into a formal agreement with JAXPORT. Failure to execute the Agreement as provided in these documents within twenty (20) days from the date of Notice of Award may be just cause, unless such failure has been caused by JAXPORT, for JAXPORT to annul and void the award. Award may then be made to another Bidder, or the contract may be re-advertised, as in the best interest of both entities. No award will be binding upon JAXPORT until the agreement has been executed by all appropriate parties.

1.25 ARTICLE/SECTION HEADINGS

Article or Section headings offering herein are inserted for convenience only, or reference only, and will in no way be construed to be interpretation of the text of this ITB.

1.26 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the Contract, the provisions of JAXPORT’S Invitation to Bid, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) Amendments to Contract 2) Contract **19-11** 3) Addenda to Bid 4) JAXPORT'S Invitation to Bid **19-11**, and 5) Bidder's Bid.

1.27 VENUE

The venue of any legal action brought by or filed against JAXPORT relating to any matter arising under this ITB will be exclusively in the appropriate court, sitting in Duval County, Florida that has jurisdiction over such legal action. This ITB will be governed by and interpreted under the laws of the State of Florida.

1.28 ENTIRE AGREEMENT

This ITB is the entire agreement of the Parties and the Parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this ITB. Bidder agrees that no representations have been made by JAXPORT to induce the Bidder to enter into this ITB other than as expressly stated in this ITB. This ITB can neither be changed orally, nor by any means other than by written amendments expressly referencing this ITB and signed by all Parties hereto.

1.29 TAX EXEMPT

JAXPORT is exempt from State of Florida sales tax. The tax-exempt number is 85-8012544323C-8.

ARTICLE II GENERAL CONDITIONS

2.01 DEFINITIONS

JAXPORT - The Jacksonville Port Authority.

BIDDER - Any individual, firm or corporation submitting a Bid for the work contemplated.

BID - The approved forms on which the Bidder is to submit, or has submitted, its charges for the work contemplated.

CONTRACT - The Contract consists of the document labeled “Specifications for **DOMESTIC WIRE ROPE** for the Jacksonville Port Authority”, **ITB 19-10** and any Addendum issued before the execution of the Contract; Bidder’s Bid; and any Modification issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both Parties. The order of precedence of contract documents will be as specified in Article 1.26.

CONTRACTING OFFICER - Designated JAXPORT individual who provides JAXPORT Inspector(s) with Contract information and monitors the administration of the Contract to ensure compliance with terms by both JAXPORT and the Bidder. The Contracting Officer is the only individual authorized to make Contract modifications. The Contracting Officer will be the Director of Procurement Services.

BIDDER - Any individual, firm or corporation entering into a Contract to provide the Technical Specifications for JAXPORT.

BIDDER'S REPRESENTATIVE(S) - Individual(s) designated in writing by the Bidder at the time of contract award as the only individual(s) authorized to act for the Bidder in all matters, including change orders, modifications to contract terms, quoting of services and provision of estimates for additional services not stated in the Technical Specifications.

2.02 TECHNICAL SPECIFICATIONS

The work to be provided under this Contract is specified in Article IV, Technical Specifications, with work to be provided as specified. JAXPORT, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated prices. Changes in the work and the contract prices may only be changed by prior written agreement executed by the parties with proper authorization to do so.

2.03 TERM OF CONTRACT

The Contractor will provide the services under Article IV, Technical Specifications, for three (3) years, with three (3) additional one (1) year renewal options to be exercised at the sole discretion of JAXPORT, based on vendor performance and adherence to all terms and conditions of this Invitation to Bid.

2.04 AWARD OF CONTRACT

JAXPORT intends to award a Contract to the Bidder offering the lowest price consistent with meeting all specifications, terms and conditions set forth on the ITB. No award will be made until all necessary inquiries have been made into the responsibility of the low bidder, and JAXPORT is satisfied that the low bidder is qualified to do the work and has the necessary organization, capital and equipment to provide under the terms of the contract.

JAXPORT reserves the right to accept or reject any or all bids, in whole or in part. There is no obligation by JAXPORT to award the ITB to the lowest bid offer, JAXPORT reserves the right to award the ITB to the Bidder submitting the Bid that JAXPORT, in its sole discretion, determines will be most advantageous and beneficial. JAXPORT will be the sole judge of which Bid will be in its best interest and its decision will be final.

Bids will be evaluated based on prices submitted on the Bid Form and on evaluation of the responsible mandatory and other requirements listed in Article IV. The Bidder must clearly and directly address each of these factors. JAXPORT is not required to contact a Bidder to obtain additional information to evaluate the Bid.

2.05 ESCALATION / DE-ESCALATION

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation based on the average of the previous 12 months percentage of change as listed in the Purchase Price Index related to the industry represented or Consumer Price Index (whichever is appropriate as determined by JAXPORT). JAXPORT reserves the right to decline any price increase request or limit the percentage rate.

2.06 CERTIFICATION/BIDDER QUALIFICATIONS

Bidder must be a qualified and licensed Firm and have current experience in providing the types of services/equipment required under this Invitation to Bid (ITB). The Bidder must become fully aware of the technical specifications, failure to do so will not relieve a successful bidder of its obligation to provide JAXPORT's requirements for the contract at the price submitted and in accordance with all specifications, terms, conditions and the delivery stated on this ITB. The Domestic Wire Rope provided under this contract will have an express warranty of fitness for purpose.

2.07 PAYMENT

A. All invoices will reference the Contract No. **19-11**. An original and one copy will be emailed to:

Accounts.payable@jaxport.com

or mailed to:

Jacksonville Port Authority
Attn: Accounts Payable
P.O. Box 3005
Jacksonville, FL 32206-3496

B. Invoices will be processed following normal JAXPORT payment procedures, which are **thirty (30) days net after receipt of an approved invoice**. Special or early payments will not be authorized.

2.08 RESPONSIBILITIES OF THE BIDDER

A. A post award conference will be scheduled after the Contract is awarded when the Bidder will furnish the certificates of insurance, copies of licenses and other items required by JAXPORT.

B. The Bidder will provide services as described in the Contract upon receipt of Notification of Award issued by JAXPORT.

C. The Bidder is responsible for product quality, timely delivery and responsiveness as listed in Article IV – TECHNICAL SPECIFICATIONS.

D. The Bidder will remain liable for all damages to, or incurred by, JAXPORT caused by the Bidder's negligent performance of any of the services/equipment furnished under this Contract.

E. The Bidder represents that it is an independent Bidder and not an employee of JAXPORT, nor are any of Bidder's employees performing services in furtherance of this Contract to be considered employees of JAXPORT. The Bidder is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Bidder will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Bidder.

F. The Bidder will designate in writing a qualified person(s) to act as its designated representative. The Bidder's Representatives(s) will have authority to act for the Bidder in all matters covered by this Contract.

G. The Bidder will notify JAXPORT Contact in writing, prior to affecting a personnel change concerning the professional personnel assigned to the Contract. JAXPORT will have the right to reject any personnel assigned to perform work under this Contract.

H All personnel employed by the Bidder will be competent, trustworthy and properly trained. The Bidder and its employees will be required to comply with all the applicable regulations of JAXPORT.

2.09 RESPONSIBILITIES OF JAXPORT

- A. At the post award conference, JAXPORT will provide a list of personnel, with phone numbers, who are designated as JAXPORT representatives.
- B. JAXPORT will promptly notify the Bidder, or its designated representative(s), of any problem encountered during the Contract term and will arrange for a meeting to resolve issues.
- C. JAXPORT will provide timely processing of Bidder's invoices, if all the terms of the Contract have been met. In cases where Contract procedures were not followed, every attempt will be made to reach an agreement acceptable to both parties, but JAXPORT will not be liable for costs billed by the Bidder in violation of Contract terms.

2.10 SECURITY IMPLEMENTATION PROCEDURE

JAXPORT's rigid security standards include the Federal Transportation Worker Identification Credential (TWIC) program, which is administered by the Transportation Security Administration. The TWIC is required for unescorted access to all JAXPORT terminals. It is your responsibility as the Prime Contractor to ensure that all of your employees and sub-contract personnel working for your company have been properly screened and credentialed with the TWIC, and the JAXPORT Business Purpose Credential.

Transportation Worker Identification Credential (TWIC)

The TWIC is required for all Prime Contractor/Sub-Contractor employees working on the job site for this Contract. This credential is for all personnel requiring unescorted access to secure-restricted areas of Maritime Transportation Security Act (MTSA)-regulated facilities. TSA will issue a tamper-resistant "Smart Card" containing the person's biometric (fingerprint template) to allow for a positive link between the card and the individual.

The fee for obtaining each TWIC® is \$125.25, and the credential is valid for five years. The pre-enrollment process can be initiated online at <https://universalenroll.dhs.gov/> or at a IdentoGo TSA's Universal Enrollment Service Center.

TWIC: Universal Enrollment Centers

The Jacksonville Universal Enrollment Center is located at: 12400 Yellow Bluff Road, Suite 202, Jacksonville, FL 32226. The office hours are Monday-Friday: 08:00 AM –1:00PM / 1:30PM- 4:00 PM, Note: There is no semi-trailer parking available at this Enrollment Center. For general information you can call the TWIC Call Center at 1-855-347-8371, Monday-Friday, 8 a.m. to 10 p.m. Eastern Time.

JAXPORT Business Purpose Credential

In addition to the TWIC, JAXPORT requires a JAXPORT Business Purpose Credential to be issued and registered at JAXPORT's Access Control Center located at the 9820 Dave Rawls Blvd. Jacksonville Fl. 32226 (Brick Building next to the Main Gate concourse). Hours of operation are Monday-Friday 7:30AM-4:30PM. The JAXPORT Business Purpose Credential is issued at no cost but expires at the end of the contract provisions.

The JAXPORT prime contractor is responsible for sponsoring all sub-contractors for the JAXPORT Business Purpose Credential.

Federal Training Requirement: (33CFR 105.215) Maritime Security Awareness Training

JAXPORT is a federally regulated facility under the Maritime Transportation Security Act of 2002 (MTSA) as codified under the US Code of Federal Regulation 33 CFR Chapter 1, Subchapter H Part 105.

33 CFR 105.215-Security training for all other facility personnel. All other facility personnel, including contractors, whether part-time, full-time, temporary, or permanent, must have knowledge of Maritime security measures and relevant aspects of the TWIC program, through training or equivalent job experience.

To meet the requirements of 33 CFR 105.215; the Prime Contractor/Sub-Contractor employees and all support personnel: Engineers, Suppliers, Truck Drivers, Laborers, Delivery persons etc. (NO EXCEPTIONS) are required to attend JAXPORT's Maritime Security Training given every Tuesday (10am, 2pm & 5pm) at JAXPORT's Access Control Building. Contact the JAXPORT Access Control Center to arrange for the training. JAXPORT will work with Contractors to conduct timely Maritime Security Training classes for larger groups.

All Prime Contractor/Sub-Contractor employees working on the job site for JAXPORT are required to attend JAXPORT's 33 CFR 105.215 (Security/Safety Training for All Other Facility Personnel) class at a cost of \$35.00 per person. Arraignments can be made by calling JAXPORT Access Control Phone# (904) 357-3344.

TWIC Escort Provisions

To ensure contractors can begin work after they receive a Notice to Proceed, JAXPORT will allow prime contractors to have dedicated employee TWIC Escort(s) to handle those contractor employees who have not yet received their TWIC. **Contractor escorts will be required to purchase and wear a JAXPORT specifically approved ANSI Safety Vest (Blue). Contractor employees under escort must be in possession of a TWIC receipt and wear a JAXPORT specifically ANSI Safety Vest (Orange). The cost of the vest(s) is \$20.00 each and may be purchased at JAXPORT's Access Control Office. JAXPORT Approved TWIC Escort Vests:**

ML KISHIGO Brilliant Series-Orange X Back
<https://mlkishigo.com/product/x-back-vest-1530-1531/>

FULLSOURCE ERB S340-Blue
<https://www.fullsource.com/search/?keywords=erb%20s340%20-%20blue>

Contractor deliveries from Non-TWIC vendors may be escorted by JAXPORT approved Prime Contractor escorts. The prime contractor will be required to submit a request for TWIC Escort privileges to accesscontrol@jaxport.com. Once approved, the contractor's employee(s) will attend a JAXPORT provided MTSA TWIC Escort Class in addition to the standard MTSA 33 CFR 105.215 Security Class at a combined cost of \$55.00. These authorized individual(s) must have no collateral duties that will separate the escort from the escorted visitor while serving as escort. Note - Limitations to the number of TWIC Escort authorizations will be set by the JAXPORT Public Safety Department.

Truck drivers, vendors, labor may not conduct escorts.

A Contractor authorized by JAXPORT to conduct an escort of a non-TWIC holder in a restricted area must have:

- Successfully completed MTSA 33 CFR 105.215 Security/ Escort Class at \$55.00
- Have a valid TWIC on their person
- Have an approved JAXPORT TWIC ESCORT credential on their person
- Have a tamper-resistant laminated government issued photo identification card on their person.

TWIC Escorts must complete the JAXPORT TWIC Escort Form daily before getting to the access gate. The form will be kept on file at the JAXPORT Security Operations Center (SOC).

The Prime Contractor assumes full liability for the escorted person(s) while on JAXPORT property. The person under escort must have a continuous side by side escort in a secure-restricted area. Federally (USCG / TSA) imposed fines and or consequential damages resulting from a failed TWIC Escort by the Prime or Sub-contractor will be the responsibility of the JAXPORT Prime Contractor regardless of whether it is a direct employee.

Federal regulation definition: 33.CFR 101.105

Escorting means: ensuring that the escorted individual is continuously accompanied while within a secure area in a manner sufficient to observe whether the escorted individual is engaged in activities other than those for which escorted access was granted. This may be accomplished via having side-by-side companion or monitoring, depending upon where the escorted individual will be granted access. Individuals without TWIC may not enter restricted areas without having an individual who holds a TWIC as a side-by-side companion.

JAXPORT TWIC ESCORTS

JAXPORT may provide TWIC escorts with advanced notice (Minimum 24 hours). After review of the Contractors operation; JAXPORT will decide the number of escorts required to meet the federal regulation ratios of TWIC escort per non TWIC worker. This will be based on operational requirements.

JAXPORT TWIC Escort Tariff Fees: \$125.00 first two hours; \$50.00 every hour thereafter.

Examples:

1. \$ 425.00 for one escort for an 8 hour day (=3 TWIC Credentials)
2. \$2,125.00 for one escort for 5 days @ 8 hour days (=16 TWIC Credentials)

NOTE:

- All persons entering JAXPORT under TWIC Escort are required to have a tamper-resistant laminated government issued photo identification card on their person. The Identification Card must meet the USCG MTSA standards of 33 CFR 101.515. (State issued paper temporary drivers licenses are not acceptable identification).
- Any violations of the JAXPORT USCG approved Facility Security Plans will result in a Security Violation Hearing and be subject to temporary or permanent denial of access onto JAXPORT Terminals or ability to TWIC Escort.

2.11 INDEMNIFICATION

Any Contract resulting from this Invitation to Bid will include the following provisions:

To the fullest extent permitted by law, the Bidder agrees to indemnify, defend and hold harmless JAXPORT, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Bidder's work or services under this Invitation to Bid; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Bidder, Bidder's Subcontractor(s) or anyone directly or indirectly employed or hired by Bidder, or anyone for whose acts Bidder may be liable. JAXPORT reserves the right, but not the obligation, to participate in defense without relieving Bidder of any obligation hereunder.

2.12 INSURANCE

Before starting and until acceptance of the work by JAXPORT, any contract resulting from this Invitation to Bid will include the following provisions:

- A. Without limiting its liability under the contract, the Bidder will obtain and maintain at its sole expense during the life of the contract, insurance of the types and in the minimum amount stated below:
- (1) Comprehensive General Liability - Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Bidders, Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.
 - (2) All autos-owned, hired, or non-owned; Insurance Limits: \$300,000 each occurrence, combined single limit.
 - (3) Workers Compensation/Employers Liability at the minimum of the Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).
 - (4) PROFESSIONAL LIABILITY - \$1,000,000 per Occurrence

- (5) DEDUCTIBLES AND SELF-INSURED RETENTIONS: Any deductibles or self-insured retentions must be declared to and approved by JAXPORT.
- (6) ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a Best's rating of no less than A: VI, and approved to do business in the State of Florida.
- B. The insurance specified above will, either by separate policy, provisions in the policies or by special endorsements attached thereto, insure JAXPORT against the risks to which it is exposed as the owner of the premises. The inclusion of JAXPORT as an additional insured is not intended to, and will not make JAXPORT a partner or joint venture with Bidder in Bidder's services at JAXPORT. Such policies will also insure Bidder against the risks to which it is exposed as the Bidder authorized under this ITB and will be for full coverage without any deductibles and/or retentions subject to approval by JAXPORT and will contain provisions by the respective insurers waiving the right of such insurers to subrogation.
- C. The proof of insurance supplied before execution of this contract will have the words "endeavor to" stricken.
- D. All insurance will be maintained in force until completion of the work, and will include an endorsement requiring thirty (30) days prior written notice to JAXPORT's Risk Manager before any change or cancellation is made effective.
- E. Such insurance will be written by a company or companies licensed to do business in the State of Florida and satisfactory to JAXPORT. Before commencing any work under this contract, certificates evidencing the maintenance of said insurance will be furnished to JAXPORT and will be subject to the approval of JAXPORT's Risk Manager, P.O. Box 3005, Jacksonville, FL 32206.
- F. Any sub Bidders of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Sub Bidders' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Company shall submit sub Bidders' Certificates of Insurance to JAXPORT prior to allowing sub Bidders to provide Work on JAXPORT's job sites.

2.13 PERMITS AND LICENSES

All licenses necessary to carry out the delivery will be secured and paid for by the Bidder and remain in effect throughout the duration of the Contract. If the Bidder allows unlicensed personnel to perform work on JAXPORT facilities, the Contract will be terminated immediately.

2.14 PERFORMANCE BOND REQUIREMENT – *Not Required*

2.15 JAXPORT'S RIGHT TO TERMINATE CONTRACT

- A. This CONTRACT may be terminated by JAXPORT, with or without cause, upon thirty (30) days' notice according to this clause whenever JAXPORT may determine that such termination is in the best interest of JAXPORT. Such termination will be effected by written notice to the Bidder stating the date upon which such termination becomes effective. JAXPORT will also have the authority to order that all work under this CONTRACT be suspended until the effective date of the termination.
- B. JAXPORT will also have the authority to order that all work under this CONTRACT be suspended until the effective date of the 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 JAXPORT may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JAXPORT.
- C. This CONTRACT is always subject to availability of lawfully appropriated funds.
- D. Upon receipt of a notice of termination the Proposer will notify any sub proposers.

E. JAXPORT 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.

2.16 TERMINATION FOR DEFAULT

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

- (1) The Company assigns or subcontracts the Work without prior written permission;
- (2) Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- (3) A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- (4) The Company makes an assignment for the benefit of creditors;
- (5) The Company suspends the operation of a substantial portion of its business;
- (6) 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;
- (7) 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.
- (8) The Company attempts to willfully impose upon JAXPORT items or workmanship that are, in JAXPORT's sole opinion, defective or of unacceptable quality.
- (9) The Company breaches any of the representations or warranties;
- (10) The Company is determined, in JAXPORT's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JAXPORT;
- (11) Any material change in the financial or business condition of the Company.

If, within five (5) days after service of such notice upon the Company, an arrangement satisfactory to JAXPORT has not been made by the Company for continuance of the Work, then JAXPORT may declare Company to be in default of the Contract. Once Company is declared to be in default, JAXPORT will charge the expense 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 JAXPORT upon notice of the expenses from JAXPORT. JAXPORT 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. JAXPORT will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JAXPORT'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 JAXPORT. In such a case, JAXPORT may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JAXPORT 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. JAXPORT 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.

2.17 ASSIGNMENT

Due to the additional administrative burden placed on JAXPORT, the Bidder will not assign or otherwise transfer its rights under the Contract, without the express written consent of JAXPORT.

2.18 FORCE MAJEURE

- A. Performance of this ITB by both JAXPORT and the Bidder will be pursued with due diligence in all requirements hereof; however, neither JAXPORT nor the Bidder will be considered in default in the performance of its obligations under this ITB to the extent that such performance is prevented or delayed by causes not within the control of either Party and not foreseeable or, if foreseeable cannot be avoided by the exercise of reasonable care, including, but not limited to, acts of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; riot; insurrection; inability to secure approval, validation or sale of bonds; inability to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; floods; strikes; lockouts; or collective bargaining. Upon any delay resulting from such cause the time for performance of each Party hereunder (including the payment of monies if such event prevents payment) will be extended for a period necessary to overcome the effect of such delays.
- B. In case of any delay or nonperformance caused by the above causes, the Party effected will promptly notify the other in writing of the nature, cause, date of commencement and the anticipated extent of such delay, and will indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be affected by that.

2.19 NON-WAIVER

Failure by either Party to insist upon strict performance of any of the provisions of this ITB will not release either Party of any of its obligations under the ITB.

**ARTICLE III
BID FORM**

BIDDER'S NAME: _____

The following checklist is provided for convenience. The Bidder should carefully review the submittal requirements in the ITB and submit all information requested.

1. Bid Price Forms and Bidder's Acknowledgement (Article III – pages 1-4)
2. Provide Information for Other Requirements
3. Acknowledgement of Addendum (*if any*)
4. Conflict of Interest Certificate (Exhibit "A")
5. Sworn Statement of Public Entity Crimes (Exhibit "B")
6. E-Verify Compliance Form (Exhibit "C")
7. Warranty, include copies of all details

BID PRICES

Submit prices for Domestic Wire Rope including all cost associated with delivery, freight, surcharge and any other related charges. All prices to be FOB Talleyrand Marine Terminal, 2064 East 11th Street, Jacksonville, FL 32206 and FOB Blount Island Marine Terminal, 5945 Williams Mills Street, Jacksonville, Florida 32226. JAXPORT will not pay any transportation insurance and or import charges.

ITB # 19-11 - DOMESTIC WIRE ROPE FOR THE JACKSONVILLE PORT AUTHORITY							
BID FORM							
ITEM #	DESCRIPTION	UNIT OF ISSUE	UNIT PRICE PER SPOOL	EST. 36 MONTHS USAGE	UNIT PRICE " X " USAGE TOTAL	LIST MANUFACTURER PART NUMBER & NAME OF WIRE COMPANY	LIST LOCATIONS WHERE MANUFACTURED & ASSEMBLED
* 10095	IMPSA Hoist, 1 1/8" x 788', 6x36 XIP, LRL, IWRC	Spool 2	\$	2	\$		
* 10096	IMPSA Hoist, 1 1/8" x 788', 6x36, XIP, RRL, IWRC	Spool 2	\$	2	\$		
10093	IHI Hoist, 1" x 1320', 6x25, LRL, XIP, IWRC	Spool 1	\$	1	\$		
12838	IHI Hoist, 1" x 1320', 6x25, RRL, XIP, IWRC	Spool 1	\$	1	\$		
10097	Kalmar, 1" x 184', 6x36, RRL, XIP IWRC	Spool 4	\$	4	\$		

ITB # 19-11 - DOMESTIC WIRE ROPE FOR THE JACKSONVILLE PORT AUTHORITY

BID FORM – (continued)

ITEM #	DESCRIPTION	UNIT OF ISSUE	UNIT PRICE PER SPOOL	EST. 36 MONTHS USAGE	UNIT PRICE " X " USAGE TOTAL	LIST MANUFACTURER PART NUMBER & NAME OF WIRE COMPANY	LIST LOCATIONS WHERE MANUFACTURED & ASSEMBLED
4331	Paceco, 1" x 1570' 6x25 RRL, XIP IWRC,	Spool 2	\$	2	\$		
* 4332	Hanjung, 1 1/8" x 1772', 6x36, RRL, XIP IWRC	Spool 2	\$	6	\$		
4329	Hanjung Trolley Catenary, 1/2" 230M/755', 6x36, EXIP, IWRC	Spool 1	\$	2	\$		
4328	Hanjung Trolley Catenary, 1/2" 315M/1034', 6x36, EXIP, IWRC	Spool 1	\$	1	\$		
13689	ZPMC Catenary, 5/8" x 374', 6x36, XIP, IWRC	Spool 2	\$	1	\$		
13690	ZPMC Catenary, 5/8" x 501', 6x36, XIP, IWRC	Spool 1	\$	1	\$		
13688	ZPMC Hoist, 1 1/4" x 1710', 6x36, RRL, XIP, IWRC,	Spool 2	\$	2	\$		
1705	ZPMC Catenary, 5/8" x 466', 6x36, XIP, IWRC	Spool 1	\$	2	\$		
1706	ZPMC Catenary, 5/8" x 646', 6x36, XIP, IWRC	Spool 1	\$	2	\$		
* 1713	ZPMC Hoist, 1 1/4" x 2165', 6x36, RRL, XIP, IWRC	Spool 1	\$	2	\$		
EXTENDED TOTAL:					\$		

Note: Unit Prices being quoted should be based Unit of Issue (i.e. Spool – 2).

List Number of Delivery Days for Initial Order of Stock: _____ days

List Number of Delivery Days for Reorders After Initial Order has been received: _____ days

BIDDER'S CERTIFICATION

1) Certification and Representations of the Bidder

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

- A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of these Contract Documents prior to submitting its Bid. Where the Bidder visits sites, no work or other disturbance is to be performed while at the site without written permission by JAXPORT in advance of the site visit.
- B. That every aspect of its submitted Bid, including the Contract Price, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JAXPORT. JAXPORT 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 JAXPORT assumes the responsibility.
- C. That the individual signing the bid is a duly authorized agent or officer of the firm. Bids submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the bid, satisfactory evidence of authority to sign must be submitted with the bid. 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 must be submitted with the bid. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of submission of the bid.
- D. That the firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including not limited to Contractor's license and occupational licenses necessary to perform the services. 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 JAXPORT of status change.
- E. That it read understands and will comply with Article 1.15, Public Entity Crime "Exhibit B" and Conflict of Interest Certificate "Exhibit A" of these instructions to Bidders.

**INVITATION TO BID 19-11
DOMESTIC WIRE ROPE**

BIDDER'S ACKNOWLEDGEMENT

I hereby acknowledge, as Bidder's authorized agent, that I have fully read and understand all terms and conditions as set forth in this Bid, I have met the mandatory requirements (**See Article IV, Paragraph 4.03**), and will fully comply with such terms and conditions.

Date: _____

Company Name: _____

Bidder is a (*check one*): _____ Corporation _____ Partnership _____ Individual

Authorized Agent's Name: _____

Authorized Agent's Title: _____

Authorized Agent's Email Address: _____

Telephone Number: _____ Fax Number: _____

Federal Identification Number : _____

Remittance Address: _____

City: _____ State: _____ Zip Code: _____

Authorized Agent's Signature: _____

Failure to provide above information in stated format may be grounds for rejection of Bid.

**INVITATION TO BID 19-11
DOMESTIC WIRE ROPE**

NO BID FORM

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

**Jacksonville Port Authority
Attn: Procurement Services Department
2831 Talleyrand Avenue
Jacksonville, FL 32206**

We are unable to submit a bid at this time due to the following reasons:

Name of Firm: _____

Signature: _____

Printed Name: _____

Title: _____

Telephone Number: _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

ARTICLE IV TECHNICAL SPECIFICATIONS

4.01 GENERAL OVERVIEW

The Jacksonville Port Authority (JAXPORT) is a full-service international trade seaport in the Southeastern United States. JAXPORT owns and manages three cargo terminals and one passenger cruise terminal in Jacksonville, FL, including the Blount Island Marine Terminal, the Dames Point Marine Terminal, the Talleyrand Marine Terminal and the JAXPORT Cruise Terminal.

JAXPORT and its maritime partners handle containerized cargo, automobiles, recreational boats and construction equipment (Ro/Ro), dry and liquid bulks, break-bulk commodities, and over-sized and specialty cargoes. JAXPORT's three marine terminals handled a total of 10.5 million tons of cargo in 2018, including more than 1,270,480 TEUs (containers) – making Jacksonville the largest container handling port in Florida--and 665,432 vehicles, maintaining JAXPORT's impressive ranking as the No.1 in vehicle export port in the nation. JAXPORT's cruise terminal also continues to set passenger records, with more than 199,899 passengers sailing last year on cruises departing from JAXPORT's facility.

JAXPORT features 20 container cranes, warehousing, Foreign Trade Zone status and outstanding intermodal connections enhanced through its Intermodal Container Transfer Facility (ICTF). To help speed goods to market, shippers can take advantage of Jacksonville's location at the crossroads of three major railroads (CSX, Norfolk Southern and Florida East Coast Railway) and three interstate highways (I-95, I-10, and I-75).

A network of privately-owned maritime facilities also operates along Jacksonville's harbor. In Northeast Florida, more than 65,000 jobs are related to port activity, which creates an economic impact of almost \$27-billion annually. For Jacksonville harbor, energy commodities in 2017 comprised 43% of all commercial activity by tonnage.

The Vision of JAXPORT is to be a major economic engine in Northeast Florida by continuing to be a premier diversified port in the Southeastern United States, with connections to major trade lanes throughout the world.

The Mission of JAXPORT is to contribute to the economic growth and vitality of our community by stimulating commerce through the Port of Jacksonville. Every day, we're working to grow our port and create thousands of high-quality; good paying jobs throughout Northeast Florida, now and in the years to come.

4.02 TECHNICAL DEFINITIONS OF WIRE ROPE TERMS

- **IWRC** – Independent Wire Rope Core
- **RRL** – Right regular Lay
- **LRL** – Left regular Lay
- **XIP / EIPS** - Extra Improved Plow Steel
- **IPS** – Improved Plow Steel

4.03 MANDATORY REQUIREMENTS

- Maximum Spool Width (Diameter) must be 64"
- Maximum Spool Height must be 42"
- Hub Hole must be minimum 3" and maximum 7"
- Lubrication must be Standard C
- Wire Rope listed on this Bid Form **must be manufactured in the USA with U.S. Steel**

- Wire Rope Certifications and Documented Quality Assurance (floor measurements) must always be included with each type of wire rope being delivered.

4.04 TECHNICAL SPECIFICATIONS

The Jacksonville Port Authority is soliciting bids from “Qualified Vendors” to provide various types of **DOMESTIC WIRE ROPE** for the Jacksonville Port Authority (JAXPORT) as per specifications listed on this Invitation to Bid (ITB). Therefore, the purpose of this solicitation is to request information about your company’s abilities to provide products specified and to obtain pricing commitments for **DOMESTIC WIRE ROPE** listed on the ITB.

“Domestic Wire Rope” for the purpose of this ITB is defined as wire rope where all components of the wire rope, to include steel, wire, strands, core and rope are all originally manufactured in the United States.

4.05 EQUAL OR SUBSTITUTION(S) OTHER THAN “DOMESTIC WIRE ROPE”

All ropes must be manufactured to meet the standards as mandated in 29CFR 1918.12 and 1919.33, and must be manufactured meeting requirements outlined in RRW410-E, F or G and in accordance with ASTM A1023 or API9A. Industry or Manufacturer’s equal alternatives or substitutions other than “Domestic Wire Rope” will not be considered. JAXPORT prefers to purchase “Domestic Wire Rope” as specified on this ITB, bids offering other than “Domestic Product” will be deemed non-conforming and will be rejected. On all such bids the bidder will clearly indicate where raw material(s) are manufactured, where wire rope is assembled, brand name and other pertinent information of product. Sufficient data in detail must be provided by the bidder to enable an intelligent comparison to be made with the particular brand or manufacturer specified. All information will be submitted in accordance with procedures stated on this ITB. Catalog cuts and technical descriptive data will be attached to the original copy of the ITB where applicable. Failure to submit the above information will be sufficient grounds for rejection of the bid. Any deviation from the specifications as written not previously submitted, required by the above, will be grounds for rejection of the bid.

4.06 MINIMUM STOCK

High volume wire rope noted on ARTICLE III BID FORM by an **asterisk (*)** will need to be stocked and maintained at a minimum level of two (2) spools **only**, to enable the receipt of cables within a few hours of the order being placed. All other wire rope **does not** require a minimum stock level but must be delivered within two (2) calendar days of receipt of Purchase Order. **All wire rope stocked above the required minimum level will be at the owner’s risk.**

4.07 OTHER REQUIREMENTS

The following requirements must be submitted on Bid Form:

1. Wire Manufacturer’s Name for each item.
2. Manufacturer’s Part Number for each item.
3. Location of Where Raw Materials are Manufactured for each item.
4. Location of Where Wire Rope is Assembled for each item.
5. The Number of Delivery Days for Initial Order of Stock.
6. The Number of Delivery Days for Reorders After Initial Order has been received.

4.08 QUANTITIES TO BE PURCHASED

While JAXPORT fully intends to purchase various types of “Domestic Wire Rope” from one (1) vendor on a “per needed” basis, JAXPORT reserves the right to purchase more or less than the quantities estimated on this ITB over the course of the contract, without incurring any increases in cost or penalties.

4.09 DELIVERY REQUIREMENTS

The vendor must provide delivery time frame for an initial order to be delivered for stock at JAXPORT. Delivery on all reorders of individual wire rope sets after initial order to be delivered will be required within one (1) calendar day of receipt of Purchase Order. The vendor will state delivery terms on Bid Form, delivery time will be considered a factor for award of this contract.

All deliveries of Wire Rope must be made via Flatbed Truck or Stake body. JAXPORT does not have loading dock facilities. Any deviation from specifications noted at time of delivery will constitute refusal of delivery and possible cancellation of order.

Wire Rope certifications and documented quality assurance (floor measurement) must always be included with each type of wire rope being delivered. JAXPORT reserves the right to reject all deliveries, if the most current certifications or documented quality assurance are not included.

4.10 PICK UP AND RETURNS

JAXPORT reserves the right to return an order, in whole or in part, if the Wire Rope does not meet the required specifications or delivery date specified on this ITB. JAXPORT will be the sole judge as to acceptable quality; the vendor will coordinate all returns of materials at no charge to JAXPORT.

4.11 COMPLIANCE WITH SPECIFICATIONS

JAXPORT prefers to purchase only “Domestic Wire Rope” manufactured in the United States of America with U.S. Steel. JAXPORT will not consider bids on other than “Domestic Product” from other manufacturers. On all such quotes the bidder will clearly indicate where raw material(s) are manufactured, where wire rope is assembled, brand name and other pertinent information of product. Sufficient data in detail must be provided by the bidder to enable an intelligent comparison to be made with the particular brand or manufacturer specified. Quotes must be only for new, unused wire rope.

“Domestic Wire Rope” for the purpose of this ITB is defined as wire rope where all components of the wire rope, to include steel, wire, strands, core and rope are all originally manufactured in the United States.

4.12 WARRANTY

Vendor will specify the warranty period for all wire rope and state the method to be used for return and replacement. JAXPORT will incur no cost to obtain replacements during original warranty period. This quote and subsequent contract are subject to the provision of the Uniform Commercial Code as it relates to warranties. The wire rope provided under this contract will have an express warranty of fitness for purpose.

EXHIBIT A

CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid/proposal.

SECTION I

I hereby certify that no official or employee of JAXPORT requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named JAXPORT official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the JAXPORT Office of the Executive Director, 2831 Talleyrand Ave., Jacksonville, Florida 32206, prior to the time of bid opening.

Name

Title or Position

Date of Filing

Signature

Company Name

Print Name of Certifying Official

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

JAXPORT requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position/Relationship with Bidder _____

EXHIBIT B

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

(date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed
(name of individual signing)

his/her signature in the space provided above on this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires:

EXHIBIT C

ACKNOWLEDGEMENT AND ACCEPTANCE OF E-VERIFY COMPLIANCE

E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

In accordance with the Governor of Florida, Executive Order Number 11-02 (Verification of Employment Status), whereas, Federal law requires employers to employ only individuals eligible to work in the United States; and whereas, the Department of Homeland Security's E-Verify system allows employers to quickly verify in an efficient and cost effective manner;

The Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract. Contractors must include in all subcontracts the requirement that all subcontractors performing work or providing goods and services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The Contractor further agrees to maintain records of its participation and compliance and its subcontractor's participation and compliance with the provisions of the E-Verify program, and to make such records available to JAXPORT upon request. Failure to comply with this requirement will be considered a material breach of the contract.

By signing below, I acknowledge that I have reviewed, accept and will comply with the regulations pertaining to the E-Verify program.

Company Name

Name of Official *(Please Print)*

Signature of Principal

Title

Date

