



Post Office Box 3005  
2831 Talleyrand Avenue  
Jacksonville, Florida 32206-0005  
[www.jaxport.com](http://www.jaxport.com)

July 15, 2020

**ADDENDUM NO. 01**  
**TO**  
**SPECIFICATIONS AND CONTRACT DOCUMENTS**  
**FOR**  
**MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES**  
**JPA CONTRACT NO. ITB #20-08**

The item(s) of this Addendum shall modify and become a part of the contractual documents for this project as of this date. (Failure to acknowledge this addendum will be grounds for rejection of proposal.)

**PHYSICAL CHANGES TO CONTRACT SPECIFICATIONS**

**Item No. 01**

Optional Site Visit is scheduled for Monday, July 20, 2020 at 2:00 PM for all interested bidders.

**ATTACHMENTS TO CONTRACT SPECIFICATIONS**

**Attachment No. 1**

Minutes of the Pre-Bid Conference held on Friday, July 10, 2020 at 10:00 AM.

**Attachment No. 2**

Response to Question submitted via email & E-Builder.

**Attachment No. 3**

Previous Solicitation Documents – RFP 15-12

**Attachment No. 4**

Bid Tabulation for RFP 15-12

**Acknowledgment of the following addenda is hereby made:**

Addendum #1, Dated: \_\_\_\_\_ Initials \_\_\_\_\_

Company \_\_\_\_\_

**NOTE: THIS ADDENDUM SHALL BE ACKNOWLEDGED ON THE BID FORM, FAILURE TO ACKNOWLEDGE ADDENDUM WILL BE GROUNDS FOR REJECTION OF PROPOSAL.**

**PLEASE VISIT [HTTP://WWW.JAXPORT.COM/PROCUREMENT/ACTIVE-SOLICITATIONS](http://www.jaxport.com/procurement/active-solicitations) OR CALL PROCUREMENT SERVICES AT (904) 357-3017, PRIOR TO THE BID OPENING TO DETERMINE IF ANY ADDENDA HAVE BEEN RELEASED ON THIS CONTRACT.**

**PRE-BID MEETING MINUTES**  
**JPA Contract: ITB #20-08**  
**Milling and Asphalt Maintenance and Repair Services**

**Date:** Friday, July 10, 2020

**Time:** 10:00 AM

Good morning! It is now **10:00 AM** on **Friday, July 10, 2020** and the Pre-Bid Meeting for JPA Contract No. **ITB #20-08 Milling and Asphalt Maintenance and Repair Services** will now begin. In an effort to slow the spread of the Covid-19 virus and to encourage social distancing, Governor DeSantis issued Executive Order 20-69, as extended, allowing local governments to hold public meetings using communications media technology rather than in a physical location. In keeping with the Executive Order, this meeting is being held via "GoToMeeting" teleconference which allows interested persons to view and participate remotely.

**This meeting is subject to Florida Sunshine Laws and therefore, is being recorded.**

We will begin the meeting by introducing JAXPORT Staff Members:

**JAXPORT STAFF IN ATTENDANCE:**

Name: Sandra Platt	Title: Sr. Contract Specialist
Name: Jackie Glass	Title: Director, Procurement Services
Name: Retta Rogers	Title: Manager, Procurement Services
Name: Marvin Grieve	Title: Director, Project Management
Name: Brian Williams	Title: Coordinator, SEB Programs
Name: Jerrie Gunder	Title: Contract Specialist

**IDENTIFY MEMBERS OF PUBLIC ATTENDEES**

Please clearly state your name and the company you are representing. *(Allow time for each person to speak, add their name to the Attendance list, and ask again at the conclusion of the meeting for verification).*

<b>COMPANIES' ATTENDANCE RECORD OF PUBLIC OPENING</b>	
<b>REPRESENTING AGENT</b>	<b>COMPANY'S NAME</b>
<b>1. David Hinson</b>	J. D. Hinson
<b>2. April Campbell</b>	Pars Construction Services
<b>3. Steven Davis</b>	SJD Consultants, Inc.
<b>4. Garrett Dennis</b>	Shifting Gears

**Instructions for all participants/members of the public –**

- i. To avoid any microphones transmitting sounds that causes feedback, echoes or sounds that will otherwise cause a disruption to this meeting, participants (regardless of how they are accessing this meeting) are asked to keep their microphones on "mute" at all times when *not* speaking. PLEASE TAKE A MOMENT AND "MUTE" YOUR MICs FOR THIS MEETING.

- ii. Any individual who wishes to speak, should “*unmute*” their microphones and wait to be recognized by the host before speaking.
- iii. When called upon, please announce your name and the company you are representing.
- iv. Each person speaking should do so clearly and slowly to ensure they are heard and understood for recording purposes and by other participants and attendees.

**Key Dates:**

- **Questions:** Any questions after the meeting must be e-mailed with the **SUBJECT: ITB-20-08** to my attention at [sandra.platt@jaxport.com](mailto:sandra.platt@jaxport.com). Please do not send questions to anyone else. The deadline to submit questions by e-mail is: **Tuesday, July 14, 2020 at 12:00 PM (EST)** After that time no questions will be answered concerning this RFQ.
- **Bids Due: Monday, July 27, 2020, at 2:00PM (EST).** Invitation to Bids and all required supplemental material listed in **Article III**, must be submitted in **PDF Format Only** through E-Builder. Bids and supplemental documents submitted through Email or Fax will not be accepted or considered. **Until further notice, JAXPORT is *not* accepting any ITB packages submitted by Mail or Hand-Deliveries due to the current COVID-19 situation. Please visit the JAXPORT’s website at [www.jaxport.com](http://www.jaxport.com) for more information and updates.**

The PDF file name should read “**20-08 Milling and Asphalt Maintenance and Repair Services**”

**INVITATION TO BID DOCUMENTS**

The Invitation to Bid document can be obtained from our website: <https://www.jaxport.com/procurement/active-solicitations/>. If you should have any questions regarding the solicitation package, please submit them **by e-mail to Sandra Platt, Sr. Contract Specialist at: [sandra.platt@jaxport.com](mailto:sandra.platt@jaxport.com) or through E-Builder.**

- **Acknowledgment of Addenda** *(It is mandatory that the proposer acknowledge all addenda, the system will not allow you to submit your proposal until the addenda is acknowledged).*
- **Term of Agreement (One (1) year with four (4) additional one (1) year renewal options, Article II, 2.03, page A2-1)**
- **SEB Set-aside Participation Goal (100%)**  
This contract is set-aside for participation of Small and Emerging Businesses (SEB’s) only.  
Small and Emerging Business must include any of the following certifications: JSEB, MBE, WBE, DBE, and/or SBA.
- **Scope of Services Overview (Article IV)**

**SEB Requirements:** Mr. Brian Williams, Coordinator, SEB Programs, addressed the requirements for the 100% Small Emerging Business (SEB) Set-Aside goals.

**Scope of Services:** Mr. Marvin Grieve, Director, Project Management gave an overview of the Scope of Work as outlined in the specification documents.

**Question & Answers:** Questions asked during the meeting were addressed, however, it was stated that questions should be sent via email submission to [Sandra.Platt@jaxport.com](mailto:Sandra.Platt@jaxport.com) and will be answered via Addendum.

**Question:** Will there be an opportunity for a site visit?

**Answer:** Yes, anyone wishing to attend a Site Visit should contact Sandra for scheduling

**Note:** These minutes shall become a part of the solicitation documents and contract agreement. Any corrections, additions or errors will be brought to the attention of the Project Manager within 5 days after receipt of the minutes. It shall be the responsibility of the contractor submitting a proposal for this contract to ensure that all Subcontractors, Suppliers, and services that are incorporated into his proposal have received benefit of the minutes and any addenda that may be issued.

There were no additional questions.

Thank you for your participation and we look forward to your proposal submission.

Meeting adjourned.

Prepared By: *Sandra Platt, Sr. Contract Specialist (JAXPORT)*



Post Office Box 3005  
2831 Talleyrand Avenue  
Jacksonville, Florida 32206-0005

**JPA CONTRACT NO.: ITB #20-08  
MILLING AND ASPHALT MAINTENANCE REPAIR AND SERVICES  
FOR THE JACKSONVILLE PORT AUTHORITY**

**RESPONSE TO QUESTIONS  
ADDENDUM NO. 01**

1. Is this contract currently being performed now?
  - a. If so, who is the contractor?
  - b. If so, can you provide the previous bid and pricing for the current contract?

**ANSWER:** Yes.

- a. Pars Construction Services, LLC
- b. Yes, See Attachments No. 3 and 4

2. Can a site visit be scheduled prior to bid due day?

**ANSWER:** Yes, an Optional Site Visit is scheduled for Monday, July 20, 2020 at 2:00 PM



REQUEST FOR PROPOSAL 15-12

MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES  
FOR THE  
JACKSONVILLE PORT AUTHORITY

**100% JSEB Participation**

Proposal Opening

**MONDAY, JUNE 15, 2015 at 2:00PM (EST)**

Location:

1<sup>st</sup> Floor Conference Room  
2831 Talleyrand Avenue  
Jacksonville, Florida 32206

# TABLE OF CONTENTS

RFP # 15-12

## MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES FOR THE JACKSONVILLE PORT AUTHORITY

<b>ITEM</b>	<b>PAGE NO(S)</b>
GENERAL INFORMATION.....	GI-1
LEGAL NOTICE .....	LN-1
ARTICLE I - Instructions to Proposers .....	A1-1 TO A1-10
ARTICLE II - General Conditions .....	A2-1 TO A2-9
ARTICLE III - Proposal Forms .....	A3-1 TO A3-5
ARTICLE IV - Scope of Work .....	A4-1 TO A4-5
ARTICLE V - JSEB Set Aside Plan .....	A5-1 TO A5-2
EXHIBIT A - Conflict of Interest Certificate .....	COI-1
EXHIBIT B - Sworn Statement of Public Entity Crimes .....	PEC-1 TO PEC-2
EXHIBIT C - E-Verify Acknowledgement .....	E-VERIFY

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

Copies of the Request for Proposal distribution records or the Pre-proposal attendance sheets may be requested by contacting the Procurement & Contract Services Department.

**SUBMISSION OF PROPOSALS**

Proposals submitted in advance of the time set for opening will be delivered to the Procurement & Contract Services Department, 2nd floor, 2831 Talleyrand Ave, Jacksonville FL, 32206, until **2:00PM (EST)**. Proposers are fully responsible for delivery of proposals. Reliance upon mail or public carrier is at proposer's risk. **Late proposals will not be opened or considered.**

**PROPOSAL OPENING PROCEDURES**

Depending on the type of project for which proposals are requested, the items read at the opening will vary. Sealed proposals are not public records subject to mandatory 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 proposals, including exhibits, are subject to the Public Records Law, and a proposer may not exclude any portion of the Proposal 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.

**REQUESTS FOR PROPOSALS RESULTS OR AWARD OF CONTRACT**

Proposers 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 proposal. Proposers may request a copy be sent to them by facsimile or may obtain a copy after the Proposal opening in the Procurement & Contract Services. Proposers wishing to view proposals submitted, subject to the above Public Records requirements, must arrange an appointment by contacting Public Records at 904/357-3048. If copies are requested, an appropriate charge will be assessed, and all copies will be made solely at the convenience of JAXPORT. All proposers will be notified by mail of the award of the contract after action by the Jacksonville Port Authority Awards Committee. Anyone else wishing award information should submit a request in writing and include a stamped self-addressed envelope.

**PROPOSAL RESULTS OR AWARD RESULTS  
WILL NOT BE GIVEN BY TELEPHONE OR PURSUANT TO  
VERBAL REQUEST**



**REQUEST FOR PROPOSAL  
15-12**

**MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES  
FOR THE  
JACKSONVILLE PORT AUTHORITY**

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Proposals will be received by the Jacksonville Port Authority (JAXPORT) until **2:00PM (EST) on MONDAY, JUNE 15, 2015**, at which time they will be opened in the First Floor Conference Room, 2831 Talleyrand Avenue, Jacksonville, Florida 32206 for **MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES** for JAXPORT's Talleyrand Marine Terminal and Blount Island Marine Terminal.

All Proposals must be submitted in accordance with the Specifications of Proposal Number **15-12**, which may be obtained on **MAY 14, 2015**, from our website:

<http://www.jaxport.com/work-with-us/projects-for-bid>

**Procurement & Contract Services Department  
2831 Talleyrand Avenue  
Jacksonville, Florida 32206  
(904) 357-3455**

<b>ARTICLE I INSTRUCTIONS TO PROPOSERS</b>
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**1.01 RECEIPT AND OPENING OF PROPOSALS**

The Jacksonville Port Authority (JAXPORT) will receive Proposals until **MONDAY, JUNE 15, 2015 at 2:00PM (EST)**. for the purpose of selecting a company to provide **MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES** for Talleyrand Marine Terminal and Blount Island Marine Terminal of the Jacksonville Port Authority. These proposals will be publicly opened in the First Floor Conference Room, Jacksonville Port Authority, 2831 Talleyrand Ave, Jacksonville, Florida, at the above stated time and date.

**1.02 DELIVERY OF PROPOSALS**

Submit one (1) **original (with ink signatures)** and **three (3) copies** of all required supplemental material listed in Article III (items to be submitted with Proposal forms) must be submitted in a sealed package. Each Proposal package submitted must clearly show the Proposer's company name on the outside and be labeled "**15-12 MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES**". Please deliver **ONLY** to:

**Jacksonville Port Authority  
Procurement & Contract Services Department  
2831 Talleyrand Avenue  
Jacksonville, FL 32206-3496**

Facsimile proposals will not be accepted. Any Proposals received after the above stated time and date will not be opened or considered. It is the sole responsibility of the Proposer to have its Proposal 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 Proposer's risk. All expenses for making Proposals to JAXPORT are to be borne by the Proposer and will not be borne, charged to or reimbursed by JAXPORT in any manner or under any circumstance.

**1.03 CONTRACT DOCUMENTS**

The Contract Documents give the description of the work to be done under this Contract. The required qualifications of proposers, 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 proposals are listed in Article 1.01 above.

**1.04 EXAMINATION OF CONTRACT DOCUMENTS**

The Proposer is required to carefully examine the Contract Documents. It will be assumed that the Proposer has 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.

**1.05 OBLIGATION OF PROPOSERS**

The Proposer must become fully aware of JAXPORT's technical requirements for the RFP. Failure to do so will not relieve a successful Proposer of its obligation to furnish the material, equipment and labor necessary to carry out the provisions of the RFP Documents and to complete the work at the price proposed. In addition, the Proposer will be held responsible for having examined the details of the proposed scope of work. The Proposer will use its personal knowledge and experience or professional advice as to the character of the proposed work and any other conditions surrounding and affecting the proposed work. The submittal of a Proposal will be construed as evidence that all Proposer obligations have been satisfied and no subsequent allowance will be made in this regard.

## **1.06 QUESTIONS & ADDENDA - CHANGES WHILE BIDDING**

Any questions regarding this RFP should be directed to [Jerrie Gunder, Contract Specialist](#) and submitted by e-mail only to [jerrie.gunder@jaxport.com](mailto:jerrie.gunder@jaxport.com). Answers to questions will be released in an Addenda directed to all known prospective proposer registered in E-Builder and advertised on our bidding opportunities website at <http://www.jaxport.com/work-with-us/projects-for-bid>

**The deadline for questions will be FRIDAY, MAY 29, 2015 at 4:00PM (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 Proposer orally. Any request for such interpretations or corrections must be made in writing to:

**Jacksonville Port Authority  
Procurement & Contract Services Department  
P.O. Box 3005  
Jacksonville, FL 32206-0005  
(904) 357-3077 (Fax)**

Any such request which is not received at least five (5) working days before the opening of Proposals 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 released by e-mail via an addendum to all known prospective bidders registered in the E-Builder's website. However, it is the responsibility of each Proposer before submitting its Proposal to contact the Procurement Department at (904) 357-3455 to determine if any Addenda have been issued and to make such Addenda a part of its Proposal. The Jacksonville Port Authority accepts no responsibility for addenda sent by mail, and proposers shall not be permitted to modify their proposal after the specified time for the proposal opening.

All addenda must be signed by an individual authorized to sign the proposal. Unsigned addenda shall be considered nonconforming and will therefore cause the addenda to be rejected. No addenda shall be withdrawn after the time stated in the "Request for Proposals" has been reached and the call for proposals has been closed.

## **1.07 PREPARATION OF PROPOSAL**

- A. Proposals will be submitted on the attached Proposal Form (Article III). All blank spaces on the form must be typed in or legibly printed in ink. Only the Proposal Form and applicable additional information should be submitted. **DO NOT SUBMIT ANY OTHER PORTIONS OF THE ORIGINAL JAXPORT PROPOSAL PACKAGE.**
- B. Any information thought to be relevant, but not applicable to the enumerated scope of services, should be provided as an Appendix to the Proposal. If publications are supplied by a Proposer, the Proposal should include reference to a document number or page number of that Appendix material. Proposals not providing this reference will be considered to have no additional material to be considered during Review process.
- C. If the Proposal is made by an individual, 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 Proposal as principal. If the Proposal is made by a firm or partnership, the name and address of each member of the firm or partnership must be stated. If the Proposal is made by a corporation, the Proposal must be signed by an authorized officer or agent, subscribing the name of the corporation with his or her own name and affix 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.

## **1.08 WITHDRAWAL OF PROPOSAL**

Any Proposal may be withdrawn by written request of the Proposer until the date and time established herein for opening of the Proposals. Any Proposals not timely withdrawn will, upon opening, constitute an irrevocable offer for 90 days (or until one or more of the Proposals have been duly accepted by JAXPORT, whichever is later) to provide JAXPORT the services solicited in the attached specifications. JAXPORT's action on Proposals normally will be taken within 45 days of Proposal opening; however, no guarantee or representation is made as to the time between the Proposal opening and the subsequent JAXPORT action regarding an award.

## **1.09 MINIMUM REQUIREMENTS**

In considering the responsibility of Proposers JAXPORT will examine the following factors. Proposers will address each factor specifically in their Proposal. JAXPORT is not required to contact a Proposer to obtain additional information to evaluate the Proposal.

- A. Proposer must be a local business, qualified, licensed and certified by the City of Jacksonville as a Jacksonville Emerging Business Enterprise (JSEB) who has current experience in providing the types of products/services.
- B. The company or the owners of the company must have been primarily in the industrial/commercial Milling and Asphalt Maintenance and Repair Service business for a minimum of five (5) years ending March 31, 2015, and must have worked on contracts similar in size and complexity. Describe Milling and Asphalt commercial/industrial experience and number of years.
- C. Proposer must show evidence of having in their employ sufficient numbers of qualified service personnel, considered necessary to produce the desired quality of work and to adequately meet the needs of geographically separate facilities. Provide the resume of the Supervisor to be assigned to this contract.
- D. At the time of proposal submittal, Proposer must submit valid copies of license and permits necessary to perform scope of work listed on Article IV of this RFP.
- E. Provide three (3) relevant references in which your company provided primarily industrial/commercial Milling and Asphalt Maintenance and Repair type of services within the last five (5) years. Include contact name, name of company or the owners, contact's email, and phone number.
- F. Ability to respond within twenty four (24) hours of the time service call is placed to the Contractor's designated phone number and arrival of an employee on site within forty-eight (48) hours of the time the service call is placed.

In this regard, JAXPORT reserves the right to reject any and all Proposals, in whole or in part, and to waive any non-conformance in Proposals or any other irregularities received, whenever such rejection or waiver is in the best interest of JAXPORT.

***Failure to provide requested information listed above may result in the Proposer being disqualified.***

## **1.10 DISQUALIFICATION OF PROPOSERS**

Any of the following causes may be considered as sufficient for the disqualification of a Proposer and rejection of the Proposal:

- A. Submission of more than one Proposal 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 Proposal may be submitted for the company.

- B. Evidence of collusion among Proposers in the preparation and submittal of any Proposals.
- C. Incomplete work for which the Proposer is committed by contract, which, in the judgment of JAXPORT, might hinder or prevent the prompt completion of work under this Contract if awarded to such Proposer.
- 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 as grounds for disqualification.
- E. Items 'C' and 'D' above will be considered by JAXPORT after the opening of Proposals, and if found to apply to any Proposer, JAXPORT will notify the Proposer that its Proposal will not be considered for an award of the Contract.
- F. Failure to provide the notarized form(s) in the Proposal documents, if required, in a timely manner, or to satisfy any other requirements listed in Article III. Minor irregularities that do not materially affect the Proposal may be waived at the sole discretion of JAXPORT.

### **1.11 REJECTIONS OF IRREGULAR PROPOSALS**

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

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

### **1.12 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 proposal 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 contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and
- Transacting business with any public entity in excess of Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

### **1.13 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](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

### **1.14 BIDDERS REPRESENTATION AND AUTHORIZATION**

In submitting a bid, each Bidder understands, represents, and acknowledges the following (if the Bidder cannot so 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, and they will not be disclosed before the solicitation bid opening.
- The Bidder has fully informed the Buyer 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 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 the Jacksonville Port Authority.
- The Bidder has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the bid 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 respondent shall indemnify, defend, and hold harmless the Buyer 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 the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer 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 site of the work and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the equipment and other facilities 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.

#### **1.15 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.

#### **1.16 NON-DISCRIMINATION PROVISIONS**

The Proposer will have all state, county and local licenses and permits as may be required by law to perform the described services. The Proposer 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.

## **1.17 AWARD OF CONTRACT**

The JPA prefers to award this contract to the vendor offering the lowest bid consistent with meeting all specifications, terms and conditions set forth on this RFP. No award will be made until all necessary inquiries have been made into the responsibility of the lowest conforming bidder, and the JPA is satisfied that the bidder is qualified, licensed and authorized to do the work and has the necessary experience, organization, and equipment to perform under the terms of the contract.

The JPA reserves the right to accept or reject any or all proposals, in whole or in part. There is no obligation by the JPA to award the RFP to the lowest proposed offer; the JPA reserves the right to award the contract to the vendor submitting the proposal that the JPA, in its sole discretion, determines will be most advantageous and beneficial. The JPA will be the sole judge of which proposal will be in its best interest and its decision will be final.

## **1.18 PUBLIC MEETING REQUIREMENTS**

JAXPORT is required to comply with Section 286.011 of the Florida Statutes. Therefore meetings of the JAXPORT 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 JAXPORT, 2831 Talleyrand Avenue, Jacksonville FL.

## **1.19 PROTEST PROCEDURES**

Any bidder adversely affected during this solicitation process may file a notice of protest, including all particulars of facts and laws on which the protest is based. This notice must be in writing and addressed to the Director of Procurement, Jacksonville Port Authority, Post Office Box 3005, Jacksonville, FL 32206.

### **Timely Notice of Protest**

(a) Recommendations of Award and/or Bid Rejection. A Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement Department recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders.

(b) Bid/Proposal Specifications and/or Requirements. A Protestant shall have ten (10) business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or reject requirements.

(c) Computation of Time. The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a). Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

(d) Form and Content of the Notice of Protest. A written Notice of protest shall: (i) be addressed to the Director of Procurement; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Director to identify the same; (iii) state the timeliness of the protest (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.



**Request for Extension to File Supplemental Protest Documentation.** At the time of filing a Notice of Protest hereunder, a Protester may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to request an extension or to timely submit the supplemental protest documentation shall constitute a waiver any right to the same. No supplemental documentation will be accepted after the extension period.

**Delivery.** The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by the Procurement Department within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Director of Procurement at 2831 Talleyrand, Avenue, Jacksonville, FL 32202 or by electronic transfer via facsimile to (904) 357-3077. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protester, regardless as to the method of delivery employed.

**Process.** All protests or appeals must be in writing, addressed to the Director of Procurement, and filed within the time described in paragraph (a) or (b), as applicable, of the section entitled "Timely Notice of Protest" above. Upon receipt of a timely filed written Notice of Protest, the Director of Procurement will acknowledge, by certified letter, the receipt of an appeal. The Director of Procurement will send a copy of the protest to the Chief Executive Officer, who will appoint individuals to review the protest. The Procurement Appeals Board (PAB) will consist of three members appointed by the Chief Executive Officer who will also name the person to serve as chair. The PAB may not include any members of the Review Committee or Awards Committee that were involved in the appeal action.

The Secretary to the Board of Directors or his/her designee will serve as Secretary to the PAB and will schedule the Protest Hearing meeting and will notify the Protester and any other individuals considered necessary of the date, time, and place of the scheduled PAB meeting. The PAB chair will notify the Director of Procurement if the award of a contract must be delayed until completion of the appeal process. The PAB meeting will be held in accordance with the Florida Government in the Sunshine Law to include proper notice and meeting minutes.

#### **Protest Hearing Rules and Procedures.**

(a) Protest Hearings hereunder shall be heard before the PAB, and shall begin with a general statement of the rules and procedures prescribed herein by a representative of the PAB, followed by a general statement of the facts by a representative of the Procurement Department. Representatives of the Protester, limited solely to its owners, officers, employees, and/or legal counsel, will then be required to present its case based solely on the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation. Those persons or entities, other than the Protester, who have legal standing and will be directly affected by the resolution of the protest will be given an opportunity to be heard and to present information before the PAB, which will be followed by a statement and the presentation of information from the Procurement Department and other governmental representatives. The Protester must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts, and information presented. The PAB is entitled to ask questions of any party at any time during the hearing.

(b) For hearings hereunder, the formal rules of evidence pursuant to the Florida Evidence Code may be relaxed at the sole discretion of the presiding chairperson of the PAB. Hearsay evidence may be admissible and used to supplement or explain other evidence.

(c) Unless otherwise provided by the Procurement Code the burden of proof shall rest with the Protester. The standard of proof for proceedings hereunder shall be whether a Procurement Department recommendation or intended decision in question was clearly erroneous, arbitrary or capricious, fraudulent, or otherwise without any basis on fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

(d) A majority vote of the PAB shall be required to recommend the granting or denial of a protest hereunder. A recommendation by the PAB concerning action to be taken on the protest, along with any other relevant information, will be forwarded to the Chief Executive Officer for final resolution, and the decision of the Chief Executive Officer shall represent final agency action. The minutes of the PAB will be retained by the Secretary to the PAB, and a written notice of the decision of the PAB will be filed in the contract file. All parties involved in the Protest Hearing will be notified in writing by the Procurement Department after a decision is rendered by the Chief Executive Officer, and/or his/her designee.

The administrative procedures that will be followed by JAXPORT will be provided to the Protester with this certified letter, but are available to all bidders upon request, at any time.

## **1.20 JACKSONVILLE SMALL EMERGING BUSINESS (JSEB) 100% SET ASIDE**

It is the policy of JAXPORT to require the inclusion of firms owned and controlled by Jacksonville Small Business Enterprises (JSEBs) in contract awards and projects whenever feasible. This policy is consistent with the administrative mandate set out by the United States Department of Transportation in the Code of Federal Regulations in Title 49 at the CFR Part 23.

Based upon the present availability of Jacksonville Small Business Enterprises (JSEBs) to perform the type of work required on this contract, JAXPORT has made the decision to set-aside this contract with a **100% participation goal for certified JSEB contractors only**. Please refer to "ARTICLE V" for details.

## **1.21 EXECUTION OF THE CONTRACT**

Within twenty (20) days after Notice of Award, the successful proposer will furnish the required performance bond, certificate of insurance, copies of licenses and enter into a formal contract with JAXPORT. Failure to execute the Contract as provided in these documents within twenty (20) days from the date of Notice of Award will be just cause, unless such failure has been caused by JAXPORT, for JAXPORT to annul and void the award. An award may then be made to another proposer, or the Contract may be readvertised, as JAXPORT may decide. No award will be binding upon JAXPORT until the agreement has been executed by all appropriate parties.

## **1.22 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 contract.

## **1.23 ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of the Contract, the provisions of JAXPORT'S Request for Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) Contract **15-12**, 2) JAXPORT'S Request for Proposal **15-12**, and 2) Proposer's Proposal.

## **1.24 GOVERNING LAW AND VENUE**

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

## **1.25 NON-WAIVER**

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

**1.26 ENTIRE AGREEMENT**

This Contract 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 Contract. Contractor agrees that no representations have been made by JAXPORT to induce the Contractor to enter into this Contract other than as expressly stated in this Contract. This Contract can neither be changed orally, nor by any means other than by written amendments expressly referencing this Contract and signed by all Parties hereto.

**1.27 TAX EXEMPT**

JAXPORT is exempt from State of Florida sales tax. The tax-exempt number is 85-8012543323C-8.

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## ARTICLE II GENERAL CONDITIONS

### 2.01 DEFINITIONS

- A. **JAXPORT** - The Jacksonville Port Authority.
- B. **PROPOSER** - Any individual, firm or corporation submitting a Proposal for the work contemplated.
- C. **PROPOSAL** - The approved forms on which the Proposer is to submit, or has submitted, its charges for the work contemplated.
- D. **CONTRACT** - The Contract consists of the document labeled "Specifications for **MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES FOR THE JACKSONVILLE PORT AUTHORITY, RFP 15-12**" and any Addendum issued before the execution of the Contract; the Contractor's Proposal 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 conflicting documents will be as specified in Article 1.24.
- E. **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 Contractor. The Contracting Officer is the only individual authorized to make Contract modifications. The Contracting Officer will be the JAXPORT Director of Procurement & Contract Services.
- F. **INSPECTORS** - Designated JAXPORT individuals who provide the Contractor with routine Contract information and accept the work performed as either acceptable or not acceptable. Advises the Contracting Officer if Contract Modifications are required. The Inspectors will be designated in writing at the post award conference.
- G. **CONTRACTOR** - Any individual, firm or corporation entering into a Contract to perform the Scope of Work for JAXPORT.
- H. **CONTRACTOR'S REPRESENTATIVE(S)** - Individual(s) designated in writing by the Contractor at the time of Contract award as the only individual(s) authorized to act for the Contractor in all matters, including changes to Contract terms and to make estimates for repairs.
- I. **JACKSONVILLE SMALL AND EMERGING BUSINESS ENTERPRISE (JSEB)** - JSEB means a for profit business as defined in the City of Jacksonville's Small and Emerging Business Enterprise program that was established in part due to Jacksonville City Council Ordinance 2004-602-E, as codified in Jacksonville Municipal Ordinance Code Chapter 126 Section 6.

### 2.02 SCOPE OF WORK

The work to be performed under this Contract is specified in Article IV, Scope of Work, with work to be performed as specified. JAXPORT, without invalidating the Contract, may make changes by altering, adding to, or deleting from the work, and the Contract will be adjusted accordingly, based on mutually agreed upon negotiated fees. Changes in the work and the contract fees may only be changed by prior written agreement executed by the parties with proper authorization to do so. This Contract only applies to milling and repair of 2" – 6 " thick asphalt as well as existing maintenance and repair of asphalt projects that do not exceed \$25,000.00 in total, per call. It is anticipated that JAXPORT will spend approximately \$75,000 - \$100,000 per year. This figure is only estimated and should not be construed as representing actual figures under this RFP.

### **2.03 TERM OF CONTRACT**

The Contractor will provide the services under Article IV, Scope of Work, for three (3) years, with two (2) 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 Request for Proposal.

### **2.04 INDEMNIFICATION**

Any Contract resulting from this Request for Proposal will include the following provisions:

To the fullest extent permitted by law, the Proposer 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 Proposer's work or services under this Request for Proposal; 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 Proposer, Proposer's Subcontractor(s) or anyone directly or indirectly employed or hired by Proposer, or anyone for whose acts Proposer may be liable. JAXPORT reserves the right, but not the obligation, to participate in defense without relieving Proposer of any obligation hereunder.

### **2.05 INSURANCE**

The minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

#### **Workers' Compensation/Employers' Liability**

- Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act, or any other coverage required by the contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.
- Part Two - The minimum amount of coverage for the coverage's required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:
  - \$500,000 (Each Accident)
  - \$500,000 (Disease-Policy Limit)
  - \$500,000 (Disease-Each Employee)

#### **Commercial General Liability**

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with the following minimum limits:

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury, Each Occurrence	\$1,000,000
Bodily injury and Property Damage (each occurrence)	\$1,000,000
Fire Damage (any one fire)	\$ 100,000
Medical Expense (any one Person)	\$ 10,000

- CGL policy will need to include Products and Completed Operations coverage under ISO form CG2010 11/85 edition or equivalent.
- CGL policy will include the additional insured endorsement CG2037 which gives JAXPORT, additional insured status under the Products & Completed Operations coverage.
- The contractor's CGL coverage will be primary and non-contributory.
- JAXPORT will require a standard indemnity and hold harmless agreement with the contractor.

### **Business Auto Policy**

ISO Form Number CA 00 01 covering any auto (code 1), or contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

### **Owners Protective Liability Coverage**

The minimum OCP Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the Contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability Coverage. The limits afforded by the OCP Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

### **Umbrella Liability**

- \$1,000,000 per Occurrence
- \$1,000,000 Aggregate
- Minimum underlying coverage's shall include Commercial General Liability, Automobile liability and Workers' Compensation/Employer's Liability and Owners Protective Liability.
- The umbrella coverage will need to have drop down insurance coverage.
- A waiver of subrogation is required for Workers Compensation, GL, Auto Liability and Umbrellas Liability.
- 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.

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.

- Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Owner to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- Failure of Contractor to maintain the required insurance shall constitute a default under this Agreement and, at Owner's option, shall allow Owner to terminate this Agreement.
- If Contractor fails to maintain the required insurance, Owner shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.
- If the contractor maintains higher limits than the minimum insurance limits shown above, JAXPORT requires and shall be entitled to coverage for the higher limits maintained by the contractor.



- A waiver of subrogation is required for Workers Compensation, GL, Auto Liability, Pollution and Umbrellas Liability. Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any of the policies of insurance maintained pursuant to this Subcontract.
- Prior to commencing Work, Contractor shall furnish Owner with certificates of insurance, and copies of additional insured endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.
- Cross-Liability Coverage If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- Subcontractor's' Insurance Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified in this agreement. When requested by Owner, Contractor shall furnish to Owner copies of certificates of insurance evidencing coverage for each subcontractor
- No Representation of Coverage Adequacy by requiring the insurance as set out in this Agreement, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to Owner in this Subcontract.

## **2.06 RESPONSIBILITIES OF THE CONTRACTOR**

- A. A mandatory post award conference will be scheduled after the Contract is awarded, when the Contractor will furnish the performance bond, certificates of insurance, copies of licenses and other items required by JAXPORT.
- B. The Contractor will begin the services as described in the Contract upon issuance of a written Notice to Proceed by JAXPORT.
- C. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of the work to be done, and for compliance with all terms and conditions of the Contract.
- D. The Contractor will remain liable for all damages to, or incurred by, JAXPORT caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- E. The Contractor represents that it's an independent contractor and not an employee of JAXPORT, nor are any of Contractor's employees performing services in furtherance of this Contract to be considered employees of JAXPORT. The Contractor 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 Contractor will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Contractor.
- F. The Contractor will designate in writing a qualified person(s) to act as its representative. The Contractor's Representatives(s) will have authority to act for the Contractor in all matters covered by this Contract. The Contractor's Representative(s) will be authorized to submit written estimates and any changes to these estimates, make joint inspections with JAXPORT Inspector at completion of the job and to provide detailed information on hours of labor to be charged and lists of material used on jobs, and will be available to meet with JAXPORT during the working hours of JAXPORT.

- G. The Contractor will comply with all provisions of the Contract, and will not commence any additional work without submitting a written estimate of charges to the designated JAXPORT Inspector. All charges over this estimate must be preapproved, in writing, by JAXPORT Inspector, or payment will only be made for only the original estimated amount.
- H. The Contractor will have a competent working supervisor on the job at all times when services are being performed, either the Contractor's Representative or another qualified person with full authority from the Contractor and who is satisfactory to JAXPORT. All supervisors must be thoroughly familiar with the Contract terms.
- I. All employees, supervisors, subcontractors and support personnel employed by the Contractor will be competent, trustworthy and properly trained and at least one person of each crew sent to the site must be a Journeyman that speaks English and have 5 year's experience. The Contractor and its employees will be required to comply with all the applicable regulations of JAXPORT. JAXPORT will require the Contractor to remove from JAXPORT property all employees deemed careless, incompetent, or otherwise objectionable and/or detrimental to JAXPORT'S interests.
- J. All company owned vehicles used by contractor will have the company's name/logo clearly visible and permanently affixed to the vehicle.
- K. The successful contractor will be required to secure individual JAXPORT identification and Transportation Worker Identification Card (TWIC) badges for journeyman and helper responsible for servicing all locations listed on "Attachment No. 1" and for the designated Contractor's Representative. The JAXPORT Badge is issued at no cost, and must be renewed annually.

## **2.07 RESPONSIBILITIES OF JAXPORT**

- A. At the post award conference, JAXPORT will provide a list of personnel, with phone numbers, who are designated as JAXPORT Inspectors for this Contract. The list will be updated as necessary.
- B. JAXPORT will promptly notify the Contractor, 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 Contractor'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 Contractor in violation of Contract terms.

## **2.08 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 access to all JAXPORT terminals. Please remember that it is your responsibility to ensure that all of your employees and other support personnel for your company have been properly screened and credentialed with the TWIC, and the JAXPORT Business Purpose Credential. The JAXPORT Access Control Center is located at 9620 Dave Rawls Blvd. 1st Floor, Jacksonville, Florida 32226, Phone: (904) 357-3344 or (904) 357-3253, Fax: (904) 751-5419, Email: [accesscontrol@jaxport.com](mailto:accesscontrol@jaxport.com).

A one-time fee of \$35.00 per employee is required for the (33CFR 105.215) MARSEC Level Training course provided by JAXPORT. Contact the JAXPORT Access Control Center to arrange for the training. The JAXPORT Badge is issued at no cost, and must be renewed annually. All support personnel: Engineers, Suppliers, Truck Drivers, Delivery persons etc. Are included (NO EXCEPTIONS). All regular access persons who do not possess a JAXPORT Security badge will be denied access to JAXPORT property.



Transportation Worker Identification Card (TWIC) badges will also be required. This credential is for all personnel requiring unescorted access to secure 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 itself and the individual. The application fee is \$129.75 and the card is good for five years.

The Prime Contractor can elect as an option to dedicate an escort for miscellaneous deliveries. If this option is elected, he/she will be required to attend a JAXPORT provided \$85.00 MTSA Escort Class in addition to the standard MTSA 215 Security Class. This individual must have no collateral duties while serving as escort. An escort is required for all support personnel: Engineers, Suppliers, Truck Drivers, Delivery persons, Sub-Contractors, etc. inside a Restricted Access Area (RAA) or Secured Area who do not have a valid TWIC and JAXPORT badge.

### **TWIC Escort Provisions**

The Transportation Worker Identification Credential (TWIC) will be required for individuals desiring unescorted access to secure and restricted areas of JAXPORT facilities as of December 1, 2008.

- TWIC access control measures will apply to the secure and restricted areas of all JAXPORT terminals for each MARSEC Level.
- JAXPORT will not provide escorts. Any person conducting an escort of a non-TWIC holder in a restricted area must have a valid TWIC on them and an approved, permanent JAXPORT credential. Escort will fill out the *TWIC Escort Form* at the gate and copies will be kept on file at the JAXPORT Security Operations Center. Escort assumes full liability for escortee while on JAXPORT property.
- A person without a TWIC must have a continuous side by side escort in a restricted area. According to federal regulations, side by side escort "requires continuous physical proximity to and visual contact with the escorted individual in order to enable the TWIC holder to witness the escorted individual's actions."

### **2.09 PAYMENT**

- A. All invoices will reference the **Contract Number 15-12**. An original and one copy will be 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 30 days net after receipt of an approved invoice. Special or early payments will not be authorized.

### **2.10 PERMITS AND LICENSES**

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

## **2.11 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 Proposer 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.

## **2.12 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.

### **2.13 ASSIGNMENT**

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

### **2.14 SUBCONTRACTS**

The Contractor will, as soon as practicable after signing the Contract, notify JAXPORT in writing of the names of any subcontractors proposed for the work. No subcontractors will be employed until they are approved in writing by JAXPORT. The Contractor is as fully responsible to JAXPORT for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor. Nothing contained in the Contract Documents creates any contractual relation between any subcontractors and JAXPORT.

### **2.15 CHANGES IN PERSONNEL**

The Contractor will notify JAXPORT inspector in writing, prior to affecting a personal change concerning the professional personnel assigned to this contract. JAXPORT reserves the right to reject any personnel assigned to perform work under this contract.

### **2.16 FORCE MAJEURE**

- A. Performance of this Contract by both JAXPORT and the Contractor will be pursued with due diligence in all requirements hereof; however, neither JAXPORT nor the Contractor will be considered in default in the performance of its obligations under this Contract 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, act 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.

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**ARTICLE III  
PROPOSAL FORM  
MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES**

**PROPOSER'S COMPANY NAME:** \_\_\_\_\_

**BEFORE COMPLETING THIS FORM, ALL PROPOSERS SHOULD READ THE FOLLOWING INSTRUCTIONS CAREFULLY AND BE SURE THEY PREPARE THEIR PROPOSALS ACCORDINGLY. FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE PROPOSAL OR MAY RESULT IN ANOTHER COMPANY BEING AWARDED THE CONTRACT.**

The JPA is requesting proposals to provide milling and repair of 2" - 6" thick asphalt at all marine terminals of the Jacksonville Port Authority. Pricing must include hauling off-site all milled materials and the installation of 2" - 6" Type S-1 asphalt surface and compaction. Services are to be performed on an as needed basis, based on need for repairs. Work includes, but is not limited to providing all labor, materials, equipment, tools and services required to supply, deliver, and install 2" - 6" Type S-1 asphalt surface and compaction, per the attached specifications and requirements. In addition to general milling and asphalt repairs, JPA may require minor repairs for potholes and repairs to asphalt around storm drains and railroad crossings.

The undersigned hereby proposes to furnish all labor, supervision, materials and equipment necessary to perform these services in accordance with the specifications stated in this Request for Proposal No. **15-12**, at the stated prices listed below:

**ASPHALT SPECIFICATIONS AND COST**

Submit prices for milling and repair of asphalt at 2" – 6" thickness, to include hauling off-site all milled materials and the installation of 2" Type S-1 asphalt surface and compaction. Installation, milling and repair of asphalt shall be priced on a per square foot cost. The cost per square foot must include all labor, supervision, materials, equipment and any other cost necessary to perform these services.

**CATEGORIES OF WORK (A THRU D)**

Specify Unit Price Per Square Foot As Per Quantities Listed

**A. MILLING AND REPAIR OF ASPHALT AT 2" THICKNESSES:**

	<u>ESTIMATED QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1. 0' to 150 sq. ft. (minimum)	300 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
2. 151 sq. ft. to 200 sq. ft.	400 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
3. 201 sq. ft. to 500 sq. ft.	3,000 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
4. 501 sq. ft. to 1,000 sq. ft.	10,000 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
5. 1,001 sq. ft. to 4,000 sq. ft.	5,000 sq. ft.	\$ _____ per/ sq. ft.	\$ _____

**CATEGORY "A" TOTAL \$ \_\_\_\_\_**

**B. OVERLAY REPAIRS**

	<u>ESTIMATED QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1. 1' Thick lift (0' to 4000 sq. ft.)	800 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
2. 2" Thick lift (0' to 4000 sq. ft.)	5,000 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
3. 3" Thick lift (0' to 4000 sq. ft.)	200 sq. ft.	\$ _____ per/ sq. ft.	\$ _____

**CATEGORY "B" TOTAL \$ \_\_\_\_\_**

**C. SAWCUT, PATCH & HAUL OFF DEBRIS - Includes Potholes, Storm Drains & Railroad crossings**

	<u>ESTIMATED QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1. 2" Thick lift	7,500 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
2. 3" Thick lift	200 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
3. 4" Thick lift	200 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
4. 6" Thick lift	200 sq. ft.	\$ _____ per/ sq. ft.	\$ _____

**CATEGORY "C" TOTAL \$ \_\_\_\_\_**

**D. SAWCUT, GRADE, LIMEROCK, COMPACT, ASPHALT AND HAUL OFF DEBRIS**

	<u>ESTIMATED QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1. 6" Thick Limerock and 2" Thick Asphalt Lift (0' – 4000 sq. ft)	1,900 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
2. 6" Thick Limerock and 3" Thick Asphalt Lift (0' – 4000 sq. ft)	200 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
3. 6" Thick Limerock and 4" Thick Asphalt Lift (0' – 4000 sq. ft)	200 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
4. 6" Thick Limerock and 6" Thick Asphalt Lift (0' – 4000 sq. ft)	200 sq. ft.	\$ _____ per/ sq. ft.	\$ _____

**CATEGORY "D" TOTAL \$ \_\_\_\_\_**

**GRAND TOTAL \$ \_\_\_\_\_ CATEGORIES (A THRU D)**

This Contract is for three (3) years, with two (2) 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 Request for Proposal. Prices quoted are to remain firm for the initial period of this award. The Contractor is to state a renewal percentage rate, if any, based on the initial prices quoted for the additional two (2) years of this contract to be considered for this award:

**RENEWAL YEAR 1 - PERCENTAGE:** \_\_\_\_\_%

**RENEWAL YEAR 2 - PERCENTAGE:** \_\_\_\_\_%

This offer is good for ninety days from the date set for receiving bids. The undersigned further certifies that the attached proposal is submitted independently of any other bid or proposal, and that this bidder has no interest, directly or indirectly, in any other bid or proposal for said item(s) and that this bidder will not receive any commission or any sum whatsoever, directly or indirectly, on the sale of said item(s) in the event some other person, association firm or corporation should be declared low bidder or awarded the contract or sale for said item(s).

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

\_\_\_\_\_  
Signature (Authorized Agent)

\_\_\_\_\_  
Date

**ACCEPTANCE OF MATERIAL:** The material delivered under this quote shall remain the property of the Seller until a physical inspection and actual usage of this material is made and therefore accepted to the satisfaction of the Jacksonville Port Authority. IN THE EVENT THAT THE MATERIAL SUPPLIED TO THE JACKSONVILLE PORT AUTHORITY IS FOUND TO BE DEFECTIVE OR DOES NOT CONFORM TO SPECIFICATIONS, THE JACKSONVILLE PORT AUTHORITY RESERVES THE RIGHT TO CANCEL THE ORDER UPON WRITTEN NOTICE TO THE SELLER AND TO HAVE THE WORK PERFORMED OUTSIDE OF THIS CONTRACT WHEN IT IS IN THE BEST INTEREST OF THE JACKSONVILLE PORT AUTHORITY.

**BASIS OF AWARD:** The award of this contract will be based on the total sum of all categories of work (A thru D). The Authority reserves the right to award this contract to the lowest, responsive, responsible bidder, whose bid is fully conforming to the requirements of the bid documents.

JAXPORT reserves the right to award this contract to the Bidder offering the lowest price consistent with meeting all specifications, terms, conditions, delivery requirements and minimum requirements set forth on this bid. No award will be made until all necessary inquiries have been made into the responsibility of the lowest conforming bidder and JAXPORT is satisfied that the lowest bidder met all minimum requirements, is qualified and has the necessary organization, capital and resources required to deliver equipment/services under the terms of the contract. JAXPORT reserves the right to accept or reject any or all proposals, in whole or in part. JAXPORT reserves the right to award the contract to the Bidder submitting the Proposal that JAXPORT, in its sole discretion, determines will be most advantageous and beneficial. JAXPORT will be the sole judge of which Proposal will be in its best interest and its decision will be final.

Return responses no later than **MONDAY, JUNE 15, 2015 by 2:00PM (EST)** to the attn:

**Jacksonville Port Authority  
Procurement & Contract Services Department  
Jerrie Gunder, Contract Specialist  
2831 Talleyrand Avenue  
Jacksonville, FL 32206  
Phone: (904) 357-3455**

## ACKNOWLEDGEMENTS

**Acknowledgment of the following addenda is hereby made:  
(See Article I Paragraph 1.07)**

Addendum No 1:\_\_\_\_\_ Date:\_\_\_\_\_ Proposer's Init.:\_\_\_\_\_

Addendum No 2:\_\_\_\_\_ Date:\_\_\_\_\_ Proposer's Init.:\_\_\_\_\_

**Vendor's Acknowledgement:**

I hereby acknowledge, as Proposer's authorized agent, that I have fully read and understand all terms and conditions as set forth in this Proposal and will fully comply with such terms and conditions.

Date:\_\_\_\_\_

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

Authorized Agent's Name:\_\_\_\_\_

Title:\_\_\_\_\_

Authorized Agent's Email Address:\_\_\_\_\_

Proposer is a (check one) : \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual

Federal Identification Number : \_\_\_\_\_

Remittance Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

**The following items must be submitted with the Proposal Form:**

- (1) Proposal Form Article III (with prices for three years);
- (2) Copy of Occupational License;
- (3) Name, phone number and email address of three (3) customer references;
- (4) Describe Milling and Asphalt commercial/industrial experience and number of years;
- (5) Resume of the Supervisor to be assigned to this contract;
- (6) Acknowledgement of Addenda, *if any*
- (7) Conflict of Interest Certificate (Exhibit "A")
- (8) Sworn Statement of Public Entity Crimes (Exhibit "B")
- (9) E-Verify Compliance Form (Exhibit "C")
- (10) JSEB Form 1, "Schedule of Subcontractor/Sub-consultant Participation".
- (11) City of Jacksonville JSEB Certification.

***Failure to submit these documents will be grounds for rejection of RFP***

Prior to start of work, CONTRACTOR must furnish the following documents:

- Proof of required insurance coverage as listed in Article II Paragraph 2.05.



**NO BID FORM**

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

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

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

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Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**ARTICLE IV  
SCOPE OF WORK**

**PART 1 – SCOPE**

**4.01 SCOPE OF WORK**

- A. Furnish all supervision, labor, material and equipment to complete **MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES** for 2” – 6” thickness. Prices must include hauling off-site all milled materials and installation of 2” – 6” Type S-1 asphalt surface and compaction. In addition to general milling and asphalt repairs, JPA may require minor repairs for potholes and repairs to asphalt around storm drains and railroad crossings. Services to be performed on an as needed basis, per attached specifications and requirements. All work must conform to all applicable City and County Codes.
- B. Location: The asphalt sites are located on JPA’s Talleyrand, Blount Island, Dames Point Marine Terminals, and the Port Central Office Building in Duval County, Florida.
- C. The JPA reserves the right to add or delete locations as deemed necessary.
- D. All maintenance done and repairs will include a written report of inspection, completed on standard industry forms, with one copy given to the designated JAXPORT inspector before payment will be authorized for work done. For any inspections that result in a report of unsafe condition that needs immediate attention to protect JAXPORT property or personnel, an additional copy will be forwarded immediately to the JAXPORT Risk Manager, via the JAXPORT Contract Officer.

**4.02 CERTIFICATION/CONTRACTOR QUALIFICATIONS**

Proposer must be a qualified and licensed contractor and have current experience in providing the types of services required under this contract.

The successful contractor shall hold a current Contractor’s certificate for the type of work to be performed, if it is required by JPA and under applicable law. Evidence of such certificate shall be presented at the time of proposal opening. In addition, Contractors shall be required to hold current certificates issued by the City of Jacksonville qualifying them to perform such work. Chapter 489.103, Florida Statutes, provides that Contractors involved in work on bridges, roads, highways, railroads, or utilities and services incidental thereto, and certain specialties are exempt from licensing by the State of Florida. The Department of Professional and Occupational Registration, State of Florida, advises that wharves, airfield pavements, and fences are included among specialties which are exempt from licensing.

**4.03 RESPONSE TIME**

The Contractor will respond within twenty-four (24) hours of the time service call is placed to the Contractor’s designated phone number and will dispatch a Service Technician within forty-eight (48) hours of the time the service call is placed. Failure to do so may result in termination of the contract due to non-performance, unless a designated JAXPORT Inspector has waived the requirement due to extenuating circumstances. JAXPORT reserves the right to call another vendor if the awarded vendor fails to respond timely.

**4.04 DOCUMENTATION/APPROVAL OF WORK**

All payments for labor and material will be based upon a service/repair order detailing the work completed, material used and hours worked. The service/repair order will be furnished by the Contractor, will include the exact hours of service and will be signed/approved by JAXPORT Inspector upon commencement and completion of the job and at the start and end of each workday for multi-day work.

**One copy of the approved service/repair order will be left with JAXPORT Inspector at the time of approval and a priced invoice will be given within ten (10) days after completion of the job.** All final invoicing will be based upon and include copies of the signed service/repair order for each service call or work period and will reference the Contract No.15-12.

#### **4.05 CONTRACTOR TO BE RESPONSIBLE FOR PROPERTY**

The Contractor will be responsible for any damage or loss (including theft) of property of JAXPORT, or its tenants, caused by the Contractor's employees.

#### **4.06 JAXPORT RIGHT TO MAKE REPAIRS**

JAXPORT retains the right to make repairs to equipment as it determines is in its best interest. This will include repairs performed by JAXPORT employees or by other Contractors.

## **PART 2 – GENERAL**

#### **4.07 ADDITIONAL REQUIREMENTS**

- A. JPA Operations may require work in the different areas to be performed after normal business hours or over a weekend in order to reduce impact to JPA's or tenants' operations. The Contractor's bid price shall include all costs associated with evening/weekend work.
- B. Prior to submitting the bid, the Contractor (each bidder) must visit all sites so as to thoroughly observe the existing conditions at each site and incorporate into his/her bid price all incidental and related work. There will be a mandatory pre-bid conference. Attendance at the Pre-Bid conference will be a requisite for submitting a bid for this project.

#### **4.08 SUBMITTALS**

- A. Product Data

#### **4.09 QUALITY ASSURANCE**

- A. Manufacturer Experience: five (5) years' experience manufacturing asphalt.
- B. Installer Experience: five (5) years' experience installing asphalt.
- C. Materials Source: Obtain asphalt from a single source.

#### **4.10 WARRANTY**

- A. Asphalt: Provide manufacturer's standard warranty covering asphalt against failure from normal use for a period of five (5) years' from date of installation.
- B. Failure is defined as defects in manufacturing.
- C. For each installation, provide one year labor and workmanship warranty.

#### **4.11 COORDINATION OF WORK**

- A. Contractor shall be solely responsible for coordinating all work to be performed under this project with the Facilities Maintenance Planner.

#### **4.12 CONTRACTOR'S QUALIFICATIONS**

- A. Contractor shall have a minimum of five (5) years' experience in performing asphalt jobs similar in size and complexity.

#### **4.13 CONTRACTOR'S WORK HOURS**

- A. All normal work for this contract shall be performed during normal daylight hours. Any exceptions will require the written approval of the Facilities Maintenance Planner. If work is required overnight the Contractor will be required to furnish safe, proper and sufficient lighting arrangements. Work may be required on weekends to avoid interruptions in the JPA's day-to-day work activities.

#### **4.14 SUPERVISION AND LABOR**

- A. The Contractor shall provide a competent supervisor satisfactory to the JPA, authorized to act for the Contractor. The Contractor shall promptly remove from the work site and the JPA premises any supervisor or employee whose work or conduct is not satisfactory to the JPA. The Contractor's supervisor shall be on the premises at all times during working hours and in charge of the work on behalf of the Contractor. The Contractor shall enforce strict discipline and good order among the Contractor's employees. The Contractor shall exercise the necessary supervision and control to prevent Contractor's employees from violating any rules and regulations.

#### **4.15 SITE ACCESS ON JPA PROPERTY**

- A. Access to the site shall be across properties owned by JPA. **SEE ARTICLE III, GENERAL CONDITIONS, ITEM 3.08 SECURITY IMPLEMENTATION PROCEDURES.**

#### **4.16 CONTRACTOR CARE, CUSTODY AND CONTROL**

- A. Upon commencement of work, Contractor shall be fully responsible for the care, custody, and control of the site until the work has been completed. During the period of Contractor's work, the Contractor shall protect JPA property and secure the site from all potential hazards.

#### **4.17 SAFETY**

- A. The successful Contractor agrees to adhere to and enforce all applicable local, state, federal and OSHA safety regulations.
- B. Contractor shall provide safety barriers, as required, to clearly identify the working area to prevent others from accessing the work area. This safety zone shall be sufficiently sized to prevent damage to others or existing facilities and structures.
- C. Upon completion of the work, Contractor shall remove the safety barriers from the work area.
- D. Any accidents, injuries, fires or other incidents of a serious nature or incidents requiring emergency response must be reported immediately to the JPA Risk Manager, Chris Crouch, at (904) 357-3083.
- E. All employees must wear safety equipment at all times (i.e. vests with Company's identification, gloves, hard hats, etc.).

#### **4.18 CERTIFICATION OF LINES AND DIMENSIONS**

- A. Care shall be taken to protect any existing survey markers. If such markers are destroyed, it shall be the responsibility of the contractor to have markers re-established.

#### 4.19 ENVIRONMENT PROTECTION

- A. The Contractor shall protect river, canals, and drainage ditches from chemical contamination, sediment run-off, construction debris, and other damage. If material, equipment, or debris is sunk in river or canal, mark location to warn traffic, notify the Facilities Maintenance Planner, and promptly recover sunken object. Soil erosion and sediment control provisions and maintenance in accordance with local, state, and federal requirements will be required.
- B. In case of a spill or release of any sort, Contractor shall immediately notify JPA's Risk Manager, Chris Crouch, at (904) 357-3083.

#### 4.20 DEBRIS

- A. Do not permit debris or unsalvageable material resulting from demolition operations to accumulate on the site.
- B. Remove debris as rapidly as it accumulates.
- C. Do not dispose of debris in waterways.
- D. Provide for off-site disposal areas.

#### 4.21 MAINTAINING TRAFFIC

- A. Accomplish Work with minimum interference to pedestrian, vehicular, and rail traffic on-site and on adjacent streets and highways and marine traffic in waterways.

#### 4.22 UNDERGROUND UTILITIES

- A. Call for location of underground utilities **before you dig (1-800-282-7411)**.
- B. Concealed lines for such utilities as water, power, lighting, steam, air sanitary waste, gas, etc., which may be uncovered during progress of the work and which are essential for JPA services and functions shall be adequately protected until such utility line or lines are temporarily or permanently rerouted, as directed by JPA in order to prevent any interruption of required services.
- C. Contractor shall inform the JPA immediately if such situations were to occur.
- D. When the need for temporary protection no longer exists, and the JPA approves, Contractor shall remove all protective devices for the project site.
- E. Existing warehouses and surrounding areas will be in daily use by JPA Operations and will remain so during the work. Contractor shall not interfere with JPA's use of the existing facilities.
- F. Contractor shall not enter any of the JPA warehouses or buildings without authorization from the Maintenance Facilities Planner.
- G. Unless otherwise approved by JPA, Contractor shall confine activities to the immediate work project site.
- H. Contractor shall not unreasonably encumber the work area with materials or equipment.

### PART 3 - PRODUCTS

#### 4.23 MATERIALS

##### Asphalt S-1 Type

## **PART 4 - EXECUTION**

### **4.24 EXAMINATION**

- A. Verify areas to receive asphalt are completed to final grades and elevations.
- B. Ensure property line and legal boundaries of work are clearly established.

### **4.25 INSTALLATION**

- A. General: Install asphalt in accordance with manufacturer's recommendations and approved shop drawings.

### **4.27 UTILITIES**

Coordinate Work with various utilities within the project limits. Notify applicable utilities prior to commencing Work and mark "on-the-ground" their utilities, if damage occurs or if conflicts or emergencies arise during Work.

#### **A. Electric Utility**

Contact Person: Jeremy Williams, JEA, 21 West Church Street, Jacksonville, FL 32202; (904) 665-7927; Cell (904) 248-9788; and Beeper 919-3259.

#### **B. Water Department**

Contact Person: Jeremy Williams, JEA, 21 West Church Street, Jacksonville, FL 32202; (904) 665-7927; Cell (904) 248-9788; and Beeper 919-3259.

#### **C. Telephone Company**

Contact Person: Bellsouth, Greg Mathis, (904) 751-2963.

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## ARTICLE V

### JAXPORT PROCUREMENT GOALS JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PARTICIPATION POLICY, GOALS, CONDITIONS AND INSTRUCTIONS

#### POLICY

It is the official policy of the Jacksonville Port Authority to require the inclusion of firms owned and controlled by Small and Emerging Business Enterprises in contract awards and projects whenever feasible.

The Authority has determined that the MANDATORY participation is **100% JSEB** for this contract. This bid has been designated for the competition of vendors in the category listed below:

#### CERTIFICATION / REGISTRATION

Jacksonville Small and Emerging Business Enterprise (JSEB): JSEB means a for profit business as defined in the City of Jacksonville's Small and Emerging Business Enterprise program that was established in part due to Jacksonville City Council Ordinance 2004-602-E, as codified in Jacksonville Municipal Ordinance Code Chapter 126 Section 6. MBE under the JSEB program means a certified firm that meets the JSEB requirements and that at least one of the following categories applies to the qualifying owner(s): (i) Black/African American; (ii) Hispanic American; (iii) Native American; (iv) Asian American; or (v) woman. JSEB vendors must be COJ certified and included in the Directory prior to the date of the bid opening or have a pending application that is resolved prior to award.

#### JSEB AGENCIES

**CITY OF JACKSONVILLE**  
Equal Business Opportunity/Contract Compliance  
214 North Hogan Street, Ed Ball Building, Suite 800  
Jacksonville, Florida 32202  
Phone: (904) 255-8840, Fax: (904) 255-8842  
[www.jseb.coj.net](http://www.jseb.coj.net)

#### JSEB OBLIGATION

Bidders are required to submit a proof of current certification as a JSEB with the City of Jacksonville at the time of bid opening. Vendors who do not meet this requirement will be considered non-responsive and ineligible for award. In addition, submission of a bid by a prospective bidder shall constitute full acceptance of all conditions outlined in this bid specification. Please note that in order to maintain the integrity of JAXPORT's Small Business Program, the successful Bidder will be required to perform at least **25 percent** of the total value of each work request, failure to do so will constitute a breach of contract.

#### JSEB – FORM 1

Prospective bidders who wish to utilize other Small and Emerging vendors on this contract should complete and submit JSEB Form 1 with their bids. Please see attached form (the form needs to be signed and notarized).

For further information concerning participation on this bid, please contact:

Yetunde Oyewole, Coordinator  
JAXPORT SEB Program  
2831 Talleyrand Avenue  
Jacksonville, Florida 32206  
Office Number: (904) 357-3003  
Fax Number: (904) 357-3077  
[yetunde.oyewole@jaxport.com](mailto:yetunde.oyewole@jaxport.com)

**JACKSONVILLE PORT AUTHORITY**

**“Schedule of Subcontractor / Subconsultant Participation”**

Name of Bidder: \_\_\_\_\_

Project Title: \_\_\_\_\_

Bid Number: \_\_\_\_\_ TOTAL BASED BID AMOUNT: \_\_\_\_\_

**\*\*Please list all JSEB's first**

NAME SUB FIRM PERCENTAGE	ADDRESS OF FIRM	TYPE SUB (JSEB)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE & \$\$
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES		
Hispanic, Asian-American Participation Total Values:	\$	% of contract
African-American Participation Total Value:	\$	% of contract
Native-American Participation Total Value:	\$	% of contract
Woman Participation Total Value:	\$	% of contract
Other Socially and Economically Disadvantaged Individual Including JSEB	\$	% of contract

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this scheduled conditioned upon execution of a contract with JAXPORT. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sworn to and subscribed before me, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_

NOTARY PUBLIC STATE OF: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

PRINTED, TYPED OR STAMPED  
COMMISSIONED NAME OF NOTARY PUBLIC: \_\_\_\_\_



**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 \_\_\_\_\_  
by \_\_\_\_\_  
for \_\_\_\_\_

(print name of the public entity)

(print individual's name and title)

(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



Post Office Box 3005  
2831 Talleyrand Avenue  
Jacksonville, Florida 32206-0005  
[www.jaxport.com](http://www.jaxport.com)

June 1, 2015

**ADDENDUM NO. 01**  
**TO**  
**SPECIFICATIONS AND CONTRACT DOCUMENTS**  
**FOR**  
**REQUEST FOR PROPOSAL 15-12**  
**MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES**  
**FOR THE**  
**JACKSONVILLE PORT AUTHORITY**

The item(s) of this Addendum shall modify and become a part of the contractual documents for this project as of this date. (Failure to acknowledge this addendum will be grounds for rejection of proposal.)

**PHYSICAL CHANGES TO RFP SPECIFICATIONS**

*\*Changes by addition or deletion have been highlighted for ease of review*

**Item No. 01**

**REPLACE:** "ARTICLE III - PROPOSAL FORM" (RFP pages A3-1 & A3-2 *only*; all other documentations required), **WITH REVISED VERSION DATED 06/01/15**, per Addendum No. 1, Attachment No. 02 - "ARTICLE III - PROPOSAL FORM". ONLY THE PROPOSAL FORMS WITH THE REVISED DATE OF 06/01/15 WILL BE ACCEPTED; ANY OTHER VERSION WILL CAUSE THE COMPLETE SUBMITTED BID TO BE REJECTED.

**Item No. 02**

**REPLACE:** "ARTICLE IV, SCOPE OF WORK, SECTION 4.10, A - WARRANTY" (RFP page A4-2) - Asphalt: Provide manufacturer's standard warranty covering asphalt against failure from normal use for a period of five (5) years' from date of installation. **TO READ:** "Asphalt: Provide manufacturer's standard warranty covering asphalt against failure from normal use for a **period of one (1) year** from date of installation."

**ATTACHMENTS TO CONTRACT SPECIFICATIONS**

**Attachment No. 01** - Questions received by E-mail or via E-Builder.

**Attachment No. 02** - RFP 15-12 - ARTICLE III - PROPOSAL FORM - (Revised 06/01/15)

**Acknowledgment of the following addenda is hereby made:**

Addendum #1, Dated: \_\_\_\_\_ Initials \_\_\_\_\_

Company \_\_\_\_\_

**NOTE: THIS ADDENDUM SHALL BE ACKNOWLEDGED ON THE BID FORM, FAILURE TO ACKNOWLEDGE ADDENDUM WILL BE GROUNDS FOR REJECTION OF PROPOSAL.**

PLEASE VISIT <http://www.jaxport.com/about-jaxport/corporate-information/projects-for-bid> OR CALL THE PROCUREMENT DEPARTMENT AT (904) 357-3455, PRIOR TO THE BID OPENING TO DETERMINE IF ANY ADDENDA HAVE BEEN RELEASED ON THIS CONTRACT.



Post Office Box 3005  
2831 Talleyrand Avenue  
Jacksonville, Florida 32206-0005

**ATTACHMENT NO. 01**

**REQUEST FOR PROPOSAL 15-12**

**MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICE**

**RESPONSE TO QUESTIONS**

1. The Warranty Period required in this contract is 5 Years. This 5 year period is an excessive amount of time considering the type of work proposed (asphalt repair), and the industry standard for asphalt repair work is 1 year. Can you explain the reasoning for the 5 year warranty period?

**ANSWER: Warranty Period has been changed to one (1) year.**

2. The specified type of Asphalt Mix is S-1. Can we substitute the (more current) parallel Asphalt Mix SP 12.5 ? This could help out in obtaining the mix when either S-1 or SP 12.5 can be used?

**ANSWER: No.**

**(\*REVISED 06/01/15)**

**ARTICLE III - PROPOSAL FORM**

**MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES**

**PROPOSER'S COMPANY NAME:** \_\_\_\_\_

**BEFORE COMPLETING THIS FORM, ALL PROPOSERS SHOULD READ THE FOLLOWING INSTRUCTIONS CAREFULLY AND BE SURE THEY PREPARE THEIR PROPOSALS ACCORDINGLY. FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE PROPOSAL OR MAY RESULT IN ANOTHER COMPANY BEING AWARDED THE CONTRACT.**

The JPA is requesting proposals to provide milling and repair of 2" - 6" thick asphalt at all marine terminals of the Jacksonville Port Authority. Pricing must include hauling off-site all milled materials and the installation of 2" - 6" Type S-1 asphalt surface and compaction. Services are to be performed on an as needed basis, based on need for repairs. Work includes, but is not limited to providing all labor, materials, equipment, tools and services required to supply, deliver, and install 2" - 6" Type S-1 asphalt surface and compaction, per the attached specifications and requirements. In addition to general milling and asphalt repairs, JPA may require minor repairs for potholes and repairs to asphalt around storm drains and railroad crossings.

The undersigned hereby proposes to furnish all labor, supervision, materials and equipment necessary to perform these services in accordance with the specifications stated in this Request for Proposal No. **15-12**, at the stated prices listed below:

**ASPHALT SPECIFICATIONS AND COST**

Submit prices for milling and repair of asphalt at 2" – 6" thickness, to include hauling off-site all milled materials and the installation of 2" Type S-1 asphalt surface and compaction. Installation, milling and repair of asphalt shall be priced on a per square foot cost. The cost per square foot must include all labor, supervision, materials, equipment and any other cost necessary to perform these services.

**CATEGORIES OF WORK (A THRU D)**

Specify Unit Price Per Square Foot As Per Quantities Listed

**A. MILLING AND REPAIR OF ASPHALT AT 2" THICKNESSES:**

	<u>ESTIMATED QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1. 0' to 150 sq. ft. (minimum)	300 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
2. 151 sq. ft. to 200 sq. ft.	400 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
3. 201 sq. ft. to 500 sq. ft.	3,000 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
4. 501 sq. ft. to 1,000 sq. ft.	10,000 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
5. 1,001 sq. ft. to 4,000 sq. ft.	5,000 sq. ft.	\$ _____ per/ sq. ft.	\$ _____

**CATEGORY "A" TOTAL \$ \_\_\_\_\_**

**B. OVERLAY REPAIRS**



	<u>ESTIMATED QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1. 1' Thick lift (0' to 4000 sq. ft.)	800 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
2. 2" Thick lift (0' to 4000 sq. ft.)	5,000 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
3. 3" Thick lift (0' to 4000 sq. ft.)	200 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
4. 4" Thick lift (0' to 4000 sq. ft.)	200 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
5. 6" Thick lift (0' to 4000 sq. ft.)	200 sq. ft.	\$ _____ per/ sq. ft.	\$ _____

**CATEGORY "B" TOTAL \$ \_\_\_\_\_**

**C. SAWCUT, PATCH & HAUL OFF DEBRIS - Includes Potholes, Storm Drains & Railroad crossings**

	<u>ESTIMATED QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1. 2" Thick lift	7,500 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
2. 3" Thick lift	200 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
3. 4" Thick lift	200 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
4. 6" Thick lift	200 sq. ft.	\$ _____ per/ sq. ft.	\$ _____

**CATEGORY "C" TOTAL \$ \_\_\_\_\_**

**D. SAWCUT, GRADE, LIMEROCK, COMPACT, ASPHALT AND HAUL OFF DEBRIS**

	<u>ESTIMATED QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1. 6" Thick Limerock and 2" Thick Asphalt Lift (0' – 4000 sq. ft)	1,900 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
2. 6" Thick Limerock and 3" Thick Asphalt Lift (0' – 4000 sq. ft)	200 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
3. 6" Thick Limerock and 4" Thick Asphalt Lift (0' – 4000 sq. ft)	200 sq. ft.	\$ _____ per/ sq. ft.	\$ _____
4. 6" Thick Limerock and 6" Thick Asphalt Lift (0' – 4000 sq. ft)	200 sq. ft.	\$ _____ per/ sq. ft.	\$ _____

**CATEGORY "D" TOTAL \$ \_\_\_\_\_**

**GRAND TOTAL \$ \_\_\_\_\_ CATEGORIES (A THRU D)**

**\* FAILURE TO SUBMIT THIS REVISED PROPOSAL FORMS, WILL BE CAUSE FOR REJECTION OF THE ENTIRE BID**



*h.N. ✓*

Post Office Box 3005  
2831 Talleyrand Avenue  
Jacksonville, Florida 32206-0005  
[www.jaxport.com](http://www.jaxport.com)

June 5, 2015

**ADDENDUM NO. 02**  
**TO**  
**SPECIFICATIONS AND CONTRACT DOCUMENTS**  
**FOR**  
**REQUEST FOR PROPOSAL 15-12**  
**MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES**  
**FOR THE**  
**JACKSONVILLE PORT AUTHORITY**

The item(s) of this Addendum shall modify and become a part of the contractual documents for this project as of this date. (Failure to acknowledge this addendum will be grounds for rejection of proposal.)

**PHYSICAL CHANGES TO RFP SPECIFICATIONS**

*\*Changes by addition or deletion have been highlighted for ease of review*

**Item No. 01**

**DELETE:** "ARTICLE III - PROPOSAL FORM – REVISED 06/01/15", and **REPLACE WITH:** "ARTICLE III - PROPOSAL FORM – REVISED 06/05/15", per Addendum No. 2, Attachment No. 01. **PLEASE NOTE:** Only the Proposal Forms with the Revised Date of 06/05/15 will be accepted; any other version will cause the complete submitted bid to be rejected.

**ATTACHMENTS TO CONTRACT SPECIFICATIONS**

**Attachment No. 01** – RFP 15-12 - ARTICLE III - PROPOSAL FORM – (Revised 06/05/15)

Acknowledgment of the following addenda is hereby made:

Addendum #2, Dated: \_\_\_\_\_ Initials \_\_\_\_\_

Company \_\_\_\_\_

**NOTE: THIS ADDENDUM SHALL BE ACKNOWLEDGED ON THE BID FORM, FAILURE TO ACKNOWLEDGE ADDENDUM WILL BE GROUNDS FOR REJECTION OF PROPOSAL.**

PLEASE VISIT <http://www.jaxport.com/about-jaxport/corporate-information/projects-for-bid> OR CALL THE PROCUREMENT DEPARTMENT AT (904) 357-3455, PRIOR TO THE BID OPENING TO DETERMINE IF ANY ADDENDA HAVE BEEN RELEASED ON THIS CONTRACT.

(\*REVISED 06/05/15) - 2<sup>nd</sup> REPLACEMENT

ARTICLE III - PROPOSAL FORM
MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES

PROPOSER'S COMPANY NAME: \_\_\_\_\_

BEFORE COMPLETING THIS FORM, ALL PROPOSERS SHOULD READ THE FOLLOWING INSTRUCTIONS CAREFULLY AND BE SURE THEY PREPARE THEIR PROPOSALS ACCORDINGLY. FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE PROPOSAL OR MAY RESULT IN ANOTHER COMPANY BEING AWARDED THE CONTRACT.

The JPA is requesting proposals to provide milling and repair of 2" - 6" thick asphalt at all marine terminals of the Jacksonville Port Authority. Pricing must include hauling off-site all milled materials and the installation of 2" - 6" Type S-1 asphalt surface and compaction. Services are to be performed on an as needed basis, based on need for repairs. Work includes, but is not limited to providing all labor, materials, equipment, tools and services required to supply, deliver, and install 2" - 6" Type S-1 asphalt surface and compaction, per the attached specifications and requirements. In addition to general milling and asphalt repairs, JPA may require minor repairs for potholes and repairs to asphalt around storm drains and railroad crossings.

The undersigned hereby proposes to furnish all labor, supervision, materials and equipment necessary to perform these services in accordance with the specifications stated in this Request for Proposal No. 15-12, at the stated prices listed below:

ASPHALT SPECIFICATIONS AND COST

Submit prices for milling and repair of asphalt at 2" - 6" thickness, to include hauling off-site all milled materials and the installation of 2" Type S-1 asphalt surface and compaction. Installation, milling and repair of asphalt shall be priced on a per square foot cost. The cost per square foot must include all labor, supervision, materials, equipment and any other cost necessary to perform these services.

CATEGORIES OF WORK (A THRU E)

Specify Unit Price Per Quantities Listed

A. MILLING AND REPAIR OF ASPHALT AT 2" THICKNESSES:

Table with 4 columns: Description, ESTIMATED QTY, UNIT PRICE, EXTENDED PRICE. Rows include quantities from 0' to 150 sq. ft. up to 1,001 sq. ft. to 4,000 sq. ft.

CATEGORY "A" TOTAL \$ \_\_\_\_\_

**B. OVERLAY REPAIRS**

	<u>ESTIMATED QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1. 1' Thick lift (0' to 4000 sq. ft.)	800 sq. ft.	\$ _____ per / sq. ft.	\$ _____
2. 2" Thick lift (0' to 4000 sq. ft.)	5,000 sq. ft.	\$ _____ per / sq. ft.	\$ _____
3. 3" Thick lift (0' to 4000 sq. ft.)	200 sq. ft.	\$ _____ per / sq. ft.	\$ _____
4. 4" Thick lift (0' to 4000 sq. ft.)	200 sq. ft.	\$ _____ per / sq. ft.	\$ _____
5. 6" Thick lift (0' to 4000 sq. ft.)	200 sq. ft.	\$ _____ per / sq. ft.	\$ _____

**CATEGORY "B" TOTAL \$ \_\_\_\_\_**

**C. SAWCUT, PATCH & HAUL OFF DEBRIS - Includes Potholes, Storm Drains & Railroad crossings**

	<u>ESTIMATED QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1. 2" Thick lift	7,500 sq. ft.	\$ _____ per / sq. ft.	\$ _____
2. 3" Thick lift	200 sq. ft.	\$ _____ per / sq. ft.	\$ _____
3. 4" Thick lift	200 sq. ft.	\$ _____ per / sq. ft.	\$ _____
6. 6" Thick lift	200 sq. ft.	\$ _____ per / sq. ft.	\$ _____

**CATEGORY "C" TOTAL \$ \_\_\_\_\_**

**D. SAWCUT, GRADE, LIMEROCK, COMPACT, ASPHALT AND HAUL OFF DEBRIS**

	<u>ESTIMATED QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1. 6" Thick Limerock and 2" Thick Asphalt Lift (0' – 4000 sq. ft)	1,900 sq. ft.	\$ _____ per / sq. ft.	\$ _____
2. 6" Thick Limerock and 3" Thick Asphalt Lift (0' – 4000 sq. ft)	200 sq. ft.	\$ _____ per / sq. ft.	\$ _____
3. 6" Thick Limerock and 4" Thick Asphalt Lift (0' – 4000 sq. ft)	200 sq. ft.	\$ _____ per / sq. ft.	\$ _____
4. 6" Thick Limerock and 6" Thick Asphalt Lift (0' – 4000 sq. ft)	200 sq. ft.	\$ _____ per / sq. ft.	\$ _____

**CATEGORY "D" TOTAL \$ \_\_\_\_\_**

**E. ASPHALT LEVELING**

	<u>ESTIMATED QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1. Asphalt Leveling (0 to 10 tons)	100 tons	\$ _____ per / ton	\$ _____

**CATEGORY "E" TOTAL \$ \_\_\_\_\_**

**GRAND TOTAL \$ \_\_\_\_\_ CATEGORIES (A THRU E)**

This Contract is for three (3) years, with two (2) 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 Request for Proposal. Prices quoted are to remain firm for the initial period of this award. The Contractor is to the state a renewal percentage rate, if any, based on the initial prices quoted for the additional two (2) years of this contract to be considered for this award:

**RENEWAL YEAR 1 - PERCENTAGE:** \_\_\_\_\_%

**RENEWAL YEAR 2 - PERCENTAGE:** \_\_\_\_\_%

This offer is good for ninety days from the date set for receiving bids. The undersigned further certifies that the attached proposal is submitted independently of any other bid or proposal, and that this bidder has no interest, directly or indirectly, in any other bid or proposal for said item(s) and that this bidder will not receive any commission or any sum whatsoever, directly or indirectly, on the sale of said item(s) in the event some other person, association firm or corporation should be declared low bidder or awarded the contract or sale for said item(s).

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

\_\_\_\_\_  
Signature (Authorized Agent)

\_\_\_\_\_  
Date

**ACCEPTANCE OF MATERIAL:** The material delivered under this quote shall remain the property of the Seller until a physical inspection and actual usage of this material is made and therefore accepted to the satisfaction of the Jacksonville Port Authority. IN THE EVENT THAT THE MATERIAL SUPPLIED TO THE JACKSONVILLE PORT AUTHORITY IS FOUND TO BE DEFECTIVE OR DOES NOT CONFORM TO SPECIFICATIONS, THE JACKSONVILLE PORT AUTHORITY RESERVES THE RIGHT TO CANCEL THE ORDER UPON WRITTEN NOTICE TO THE SELLER. AND TO HAVE THE WORK PERFORMED OUTSIDE OF THIS CONTRACT WHEN IT IS IN THE BEST INTEREST OF THE JACKSONVILLE PORT AUTHORITY.

**BASIS OF AWARD:** The award of this contract will be based on the total sum of all categories of work (A thru D). The Authority reserves the right to award this contract to the lowest, responsive, responsible bidder, whose bid is fully conforming to the requirements of the bid documents.

JAXPORT reserves the right to award this contract to the Bidder offering the lowest price consistent with meeting all specifications, terms, conditions, delivery requirements and minimum requirements set forth on this bid. No award will be made until all necessary inquiries have been made into the responsibility of the lowest conforming bidder and JAXPORT is satisfied that the lowest bidder met all minimum requirements, is qualified and has the necessary organization, capital and resources required to deliver equipment/services under the terms of the contract. JAXPORT reserves the right to accept or reject any or all proposals, in whole or in part. JAXPORT reserves the right to award the contract to the Bidder submitting the Proposal that JAXPORT, in its sole discretion, determines will be most advantageous and beneficial. JAXPORT will be the sole judge of which Proposal will be in its best interest and its decision will be final.

**Return responses no later than **MONDAY, JUNE 15, 2015 by 2:00PM (EST)** to the attn:**

**Jacksonville Port Authority  
Procurement & Contract Services Department  
Jerrie Gunder, Contract Specialist  
2831 Talleyrand Avenue  
Jacksonville, FL 32206  
Phone: (904) 357-3455**

***\* FAILURE TO SUBMIT THIS REVISED PROPOSAL FORMS, WILL BE CAUSE FOR REJECTION OF THE ENTIRE BID***



RFP # 15-12 - MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES

(100% JSEB SET ASIDE)

ATTACHMENT NO. 4

OPEN DATE: Monday, June 15, 2015 @ 2:00PM

REQUIRED DOCUMENTS			BIDDERS	ALL PRO ASPHALT	VALLENCOURT, INC.	PARS CONSTRUCTION SERVICES, LLC		
COI FORM:				Y	Y	Y		
PEC FORM:				Y	Y	Y		
E-VERIFY FORM:				Y	Y	Y		
JSEB FORM 1:				Y	Y	Y		
ADDENDUM NO 01:				Y	Y	Y		
ADDENDUM NO 02:				Y	Y	Y		
DESCRIPTION	ESTIMATED QUANTITIES	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
<b>CATEGORY "A" - MILLING AND REPAIR OF ASPHALT AT 2" THICKNESSES</b>								
0' to 150 sq. ft. (minimum)	300	per / sq. ft.	\$ 16.50	\$ 4,950.00	\$ 28.80	\$ 8,640.00	\$ 14.00	\$ 4,200.00
151 sq. ft. to 200 sq. ft.	400	per / sq. ft.	\$ 15.95	\$ 6,380.00	\$ 21.95	\$ 8,780.00	\$ 14.00	\$ 5,600.00
201 sq. ft. to 500 sq. ft.	3,000	per / sq. ft.	\$ 7.92	\$ 23,760.00	\$ 9.60	\$ 28,800.00	\$ 7.79	\$ 23,370.00
501 sq. ft. to 1,000 sq. ft.	10,000	per / sq. ft.	\$ 5.52	\$ 55,200.00	\$ 4.80	\$ 48,000.00	\$ 6.38	\$ 63,800.00
1,001 sq. ft. to 4,000 sq. ft.	5,000	per / sq. ft.	\$ 4.99	\$ 24,950.00	\$ 3.20	\$ 16,000.00	\$ 3.77	\$ 18,850.00
<b>CATEGORY "A" TOTAL:</b>			<b>\$</b>	<b>115,240.00</b>	<b>\$</b>	<b>110,220.00</b>	<b>\$</b>	<b>115,820.00</b>
DESCRIPTION	ESTIMATED QUANTITIES	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
<b>CATEGORY "B" - OVERLAY REPAIRS</b>								
1' Thick lift (0' to 4000 sq. ft.)	800	per / sq. ft.	\$ 3.49	\$ 2,792.00	\$ 4.60	\$ 3,680.00	\$ 1.33	\$ 1,064.00
2" Thick lift (0' to 4000 sq. ft.)	5,000	per / sq. ft.	\$ 3.65	\$ 18,250.00	\$ 2.90	\$ 14,500.00	\$ 2.01	\$ 10,050.00
3" Thick lift (0' to 4000 sq. ft.)	200	per / sq. ft.	\$ 7.34	\$ 1,468.00	\$ 15.10	\$ 3,020.00	\$ 2.78	\$ 556.00
4" Thick lift (0' to 4000 sq. ft.)	200	per / sq. ft.	\$ 9.90	\$ 1,980.00	\$ 16.40	\$ 3,280.00	\$ 4.36	\$ 872.00
6" Thick lift (0' to 4000 sq. ft.)	200	per / sq. ft.	\$ 10.98	\$ 2,196.00	\$ 30.25	\$ 6,050.00	\$ 5.18	\$ 1,036.00
<b>CATEGORY "B" TOTAL:</b>			<b>\$</b>	<b>26,686.00</b>	<b>\$</b>	<b>30,530.00</b>	<b>\$</b>	<b>13,578.00</b>
DESCRIPTION	ESTIMATED QUANTITIES	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
<b>CATEGORY "C" - SAWCUT, PATCH &amp; HAUL OFF DEBRIS - Includes Potholes, Storm Drains &amp; Railroad crossings</b>								
2" Thick lift	7,500	per / sq. ft.	\$ 4.45	\$ 33,375.00	\$ 3.45	\$ 25,875.00	\$ 2.43	\$ 18,225.00
3" Thick lift	200	per / sq. ft.	\$ 7.74	\$ 1,548.00	\$ 21.40	\$ 4,280.00	\$ 31.90	\$ 6,380.00
4" Thick lift	200	per / sq. ft.	\$ 10.90	\$ 2,180.00	\$ 23.00	\$ 4,600.00	\$ 33.05	\$ 6,610.00
6" Thick lift	200	per / sq. ft.	\$ 11.98	\$ 2,396.00	\$ 25.75	\$ 5,150.00	\$ 34.20	\$ 6,840.00
<b>CATEGORY "C" TOTAL:</b>			<b>\$</b>	<b>39,499.00</b>	<b>\$</b>	<b>39,905.00</b>	<b>\$</b>	<b>38,055.00</b>
DESCRIPTION	ESTIMATED QUANTITIES	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
<b>CATEGORY "D" - SAWCUT, GRADE, LIMEROCK, COMPACT, ASPHALT AND HAUL OFF DEBRIS</b>								
6" Thick Limerock and 2" Thick Asphalt Lift (0' - 4000 sq. ft)	1,900	per / sq. ft.	\$ 9.11	\$ 17,309.00	\$ 9.75	\$ 18,525.00	\$ 4.07	\$ 7,733.00
6" Thick Limerock and 3" Thick Asphalt Lift (0' - 4000 sq. ft)	200	per / sq. ft.	\$ 17.21	\$ 3,442.00	\$ 57.35	\$ 11,470.00	\$ 5.32	\$ 1,064.00
6" Thick Limerock and 4" Thick Asphalt Lift (0' - 4000 sq. ft)	200	per / sq. ft.	\$ 19.74	\$ 3,948.00	\$ 58.95	\$ 11,790.00	\$ 5.56	\$ 1,112.00
6" Thick Limerock and 6" Thick Asphalt Lift (0' - 4000 sq. ft)	200	per / sq. ft.	\$ 20.93	\$ 4,186.00	\$ 61.90	\$ 12,380.00	\$ 6.71	\$ 1,342.00
<b>CATEGORY "D" TOTAL:</b>			<b>\$</b>	<b>28,885.00</b>	<b>\$</b>	<b>54,165.00</b>	<b>\$</b>	<b>11,251.00</b>
DESCRIPTION	ESTIMATED QUANTITIES	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
<b>CATEGORY "E" - ASPHALT LEVELING</b>								
Asphalt Leveling (0 to 10 tons)	100	tons	\$ 339.00	\$ 33,900.00	\$ 431.00	\$ 43,100.00	\$ 114.67	\$ 11,467.00
<b>CATEGORY "E" TOTAL:</b>			<b>\$</b>	<b>33,900.00</b>	<b>\$</b>	<b>43,100.00</b>	<b>\$</b>	<b>11,467.00</b>
<b>GRAND TOTAL - CATEGORIES (A THRU E):</b>			<b>\$</b>	<b>244,210.00</b>	<b>\$</b>	<b>277,920.00</b>	<b>\$</b>	<b>190,171.00</b>
<b>RENEWAL YEAR 1 - PERCENTAGE:</b>				<b>5.00%</b>		<b>1.78%</b>		<b>5.00%</b>
<b>RENEWAL YEAR 2 - PERCENTAGE:</b>				<b>10.00%</b>		<b>3.56%</b>		<b>10.00%</b>

**UNOFFICIAL  
BID RESULTS**

APPARENTLY CONFORMING



# RFP # 15-12 - MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES

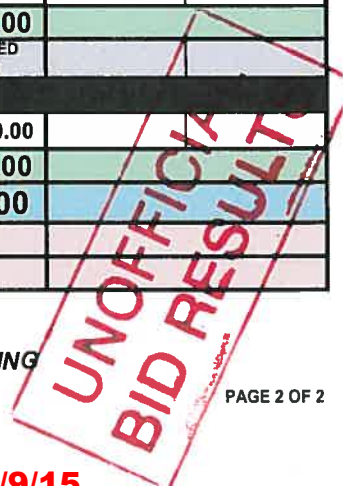
(100% JSEB SET ASIDE)

OPEN DATE: Monday, June 15, 2015 @ 2:00PM

REQUIRED DOCUMENTS			BAKER KLEIN ENGINEERING		*UNITED SERVICE CONNECTION, INC.			
COI FORM:			Y		Y			
PEC FORM:			Y		Y			
E-VERIFY FORM:			Y		Y			
JSEB FORM 1:			Y		Y			
ADDENDUM NO 01:			Y		Y			
ADDENDUM NO 02:			Y		Y			
DESCRIPTION	ESTIMATED QUANTITIES	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
<b>CATEGORY "A" - MILLING AND REPAIR OF ASPHALT AT 2" THICKNESSES</b>								
0' to 150 sq. ft. (minimum)	300	per / sq. ft.	\$ 4.80	\$ 1,440.00	\$ 7.00	\$ 2,100.00		
151 sq. ft. to 200 sq. ft.	400	per / sq. ft.	\$ 4.80	\$ 1,920.00	\$ 7.00	\$ 2,800.00		
201 sq. ft. to 500 sq. ft.	3,000	per / sq. ft.	\$ 5.40	\$ 16,200.00	\$ 4.00	\$ 12,000.00		
501 sq. ft. to 1,000 sq. ft.	10,000	per / sq. ft.	\$ 6.00	\$ 60,000.00	\$ 2.50	\$ 25,000.00		
1,001 sq. ft. to 4,000 sq. ft.	5,000	per / sq. ft.	\$ 6.60	\$ 33,000.00	\$ 2.50	\$ 12,500.00		
<b>CATEGORY "A" TOTAL:</b>			<b>\$</b>	<b>112,560.00</b>	<b>\$</b>	<b>54,400.00</b>		
DESCRIPTION	ESTIMATED QUANTITIES	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
<b>CATEGORY "B" - OVERLAY REPAIRS</b>								
1' Thick lift (0' to 4000 sq. ft.)	800	per / sq. ft.	\$ 4.20	\$ 3,360.00	\$ 2.00	\$ 1,600.00		
2" Thick lift (0' to 4000 sq. ft.)	5,000	per / sq. ft.	\$ 4.80	\$ 24,000.00	\$ 3.00	\$ 15,000.00		
3" Thick lift (0' to 4000 sq. ft.)	200	per / sq. ft.	\$ 5.40	\$ 1,080.00	\$ 5.00	\$ 1,000.00		
4" Thick lift (0' to 4000 sq. ft.)	200	per / sq. ft.	\$ 6.00	\$ 1,200.00	\$ 8.00	\$ 1,600.00		
6" Thick lift (0' to 4000 sq. ft.)	200	per / sq. ft.	\$ 7.20	\$ 1,440.00	\$ 9.00	\$ 1,800.00		
<b>CATEGORY "B" TOTAL:</b>			<b>\$</b>	<b>31,080.00</b>	<b>\$</b>	<b>21,000.00</b>		
DESCRIPTION	ESTIMATED QUANTITIES	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
<b>CATEGORY "C" - SAWCUT, PATCH &amp; HAUL OFF DEBRIS - Includes Potholes, Storm Drains &amp; Railroad crossings</b>								
2" Thick lift	7,500	per / sq. ft.	\$ 4.56	\$ 34,200.00	\$ 3.00	\$ 22,500.00		
3" Thick lift	200	per / sq. ft.	\$ 6.00	\$ 1,200.00	\$ 4.00	\$ 800.00		
4" Thick lift	200	per / sq. ft.	\$ 7.20	\$ 1,440.00	\$ 6.00	\$ 1,200.00		
6" Thick lift	200	per / sq. ft.	\$ 8.40	\$ 1,680.00	\$ 8.00	\$ 1,600.00		
<b>CATEGORY "C" TOTAL:</b>			<b>\$</b>	<b>38,520.00</b>	<b>\$</b>	<b>26,100.00</b>		
DESCRIPTION	ESTIMATED QUANTITIES	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
<b>CATEGORY "D" - SAWCUT, GRADE, LIMEROCK, COMPACT, ASPHALT AND HAUL OFF DEBRIS</b>								
6" Thick Limerock and 2" Thick Asphalt Lift (0' - 4000 sq. ft)	1,900	per / sq. ft.	\$ 7.20	\$ 13,680.00	\$ 6.00	\$ 11,400.00		
6" Thick Limerock and 3" Thick Asphalt Lift (0' - 4000 sq. ft)	200	per / sq. ft.	\$ 8.40	\$ 1,680.00	\$ 10.00	\$ 2,000.00		
6" Thick Limerock and 4" Thick Asphalt Lift (0' - 4000 sq. ft)	200	per / sq. ft.	\$ 9.60	\$ 1,920.00	\$ 11.00	\$ 2,200.00		
6" Thick Limerock and 6" Thick Asphalt Lift (0' - 4000 sq. ft)	200	per / sq. ft.	\$ 10.80	\$ 2,160.00	\$ 12.00	\$ 2,400.00		
<b>CATEGORY "D" TOTAL:</b>			<b>\$</b>	<b>19,440.00</b>	<b>\$</b>	<b>18,000.00</b>		
DESCRIPTION	ESTIMATED QUANTITIES	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
<b>CATEGORY "E" - ASPHALT LEVELING</b>								
Asphalt Leveling (0 to 10 tons)	100	tons	\$ 180.00	\$ 18,000.00	\$ 110.00	\$ 11,000.00		
<b>CATEGORY "E" TOTAL:</b>			<b>\$</b>	<b>18,000.00</b>	<b>\$</b>	<b>11,000.00</b>		
<b>GRAND TOTAL - CATEGORIES (A THRU E):</b>			<b>\$</b>	<b>219,600.00</b>	<b>\$</b>	<b>130,500.00</b>		
<b>RENEWAL YEAR 1 - PERCENTAGE:</b>			<b>3.50%</b>		<b>0.00%</b>			
<b>RENEWAL YEAR 2 - PERCENTAGE:</b>			<b>3.50%</b>		<b>2.00%</b>			

Recording Secretary: Terrie Grubbs  
 Witness: [Signature]  
 Witness: [Signature]

APPARENTLY CONFORMING



**\*United Service Connection, Inc., formally withdraw bid 7/9/15**