



INVITATION TO BID 20-08

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

BID OPENING

**Return responses no later than,
MONDAY, JULY 27, 2020 by 2:00 PM (EDT)
to the attention:**

**Jacksonville Port Authority
Procurement Services
via
E-Builder Electronic Bid Submission**

ITB 20-08
MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES
FOR THE
JACKSONVILLE PORT AUTHORITY

TABLE OF CONTENTS

ITEM	PAGE NO(S)
GENERAL INFORMATION.....	GI-1
LEGAL NOTICE.....	LN-1
ARTICLE I - Instructions to Bidders.....	A1-1 TO A1-9
ARTICLE II - General Conditions.....	A2-1 TO A2-8
ARTICLE III - Bid Form.....	A3-1 TO A3-6
ARTICLE IV - Scope of Services.....	A4-1 TO A4-7
ATTACHMENT NO. 1 - Technical Specifications.....	TS-1 TO TS-4
ATTACHMENT NO. 2 - E-Builder - How to Submit Your Bid Response.....	EBSG-1
ATTACHMENT NO. 3 - Article V - SEB Set-Aside	JSEB 1-3
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 ATTENDANCE SHEETS

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

SUBMISSION OF BIDS

Bids submitted electronically in advance of the time set for opening will be held in the E-Builder Bidding Portal until **2:00 PM (EDT)**. Bidders are fully responsible for submittal of Bid. Reliance upon the computer system's reaction time is at Bidder's risk. After the bid due date/time has passed, the submit button will be disabled. **Late Bids will not be received or considered.**

BID OPENING PROCEDURES

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

INVITATION TO BID RESULTS OR AWARD OF CONTRACT

Bid. Bidders may request a copy be sent to them by facsimile, email or may obtain a copy after the Bid opening in Procurement Services. Bidders wishing to view Bids submitted, subject to the above Public Records requirements, must arrange an appointment by contacting Public Records at (904) 357-3091 or public.records@jaxport.com. If copies are requested, an appropriate charge will be assessed, and all copies will be made solely at the convenience of JAXPORT. All Bidders will be notified of the intent to award the contract after action by the Jacksonville Port Authority Awards Committee.

**INVITATION TO BID
20-08**

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

Bids will be received by the Jacksonville Port Authority (JAXPORT) via E-Builder Electronic Bid Submission until **2:00 PM (EDT)**, on **MONDAY, JULY 27, 2020**, at which time they will be opened publicly via “Go to Meeting” at <https://global.gotomeeting.com/join/161797037>

To ensure all bidders are fully informed of the requirements for this Contract, a Pre-Bid Conference will be held at **10:00 AM (EDT) on FRIDAY, JULY 10, 2020** via “Go to Meeting”.
<https://global.gotomeeting.com/join/528601461>

All Proposals must be submitted in accordance with the specifications of **ITB No. 20-08**, which can be viewed at JAXPORT’s website:

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

Procurement Services
P. O. Box 3005
Jacksonville, Florida 32206
(904) 357-3017

**ARTICLE I
INSTRUCTIONS TO BIDDERS**

1.01 GENERAL INFORMATION

The Jacksonville Port Authority (JAXPORT) is soliciting bids from “Qualified and Experienced Firms” to provide “as needed” **MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES** at Talleyrand Marine Terminal, Blount Island Marine Terminal, Dames Point Cruise Terminal, the and Port Central Office Building.

1.02 PREBID MEETING

To ensure all bidders are fully informed of the requirements for this Contract, a Pre-Bid Conference will be held at **10:00 AM (EDT) on FRIDAY, JULY 10, 2020** via “Go to Meeting”:

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/528601461>

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States (Toll Free): 1 866 899 4679
- One-touch: <tel:+18668994679,,528601461#>

United States: +1 (571) 317-3117
- One-touch: <tel:+15713173117,,528601461#>

Access Code: **528-601-461**

1.03 RECEIPT AND OPENING OF BIDS

JAXPORT will receive Bids until **MONDAY, JULY 27, 2020 at 2:00 PM (EDT)** from companies licensed, qualified and interested in providing **MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES**, as per specifications listed on this Invitation to Bid (ITB). These bids will be publicly opened via “Go to Meeting” and can be accessed from your computer, tablet or smartphone at the stated time and date listed above.

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/161797037>

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States (Toll Free): 1 877 568 4106
- One-touch: <tel:+18775684106,,161797037#>

United States: +1 (646) 749-3129
- One-touch: <tel:+16467493129,,161797037#>

Access Code: **161-797-037**

1.04 DELIVERY OF BIDS

Bids and all required supplemental material listed in Article III (items to be submitted with Bid Form) must be electronically submitted in **PDF format only** through E-Builder. Bid documents submitted through Email or Fax will not be accepted or considered. **Until further notice, JAXPORT is not accepting any bid packages submitted by Mail or Hand-Deliveries due to the current COVID-19 situation. Please visit the JAXPORT's website at www.jaxport.com for more information and updates.**

The PDF file name should read **"ITB 20-08 MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES."** "How to Submit Your Bid Response in E-Builder" is provided as **"Attachment No. 2."** Additional instructions on how to navigate in E-Builder, click the below link to access the **"Bidders Portal Instructional Training Video"**:

<https://resources.e-builder.net/bidding/e-builder-bidders-portal-instructional-training-video>

Bids received after the above stated time and date will not be considered. It is the sole responsibility of the Bidder to have its Bid submittal uploaded to JAXPORT via E-Builder as specified herein on or before the aforementioned date and time. For the purpose of the ITB, a bid is considered delivered when confirmation of delivery is provided by E-Builder. Bidders must ensure that its electronic submission in E-Builder can be assessed and viewed at the time of the bid opening. JAXPORT will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. Bidders will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with bid. All expenses for submitting Bids to JAXPORT are to be borne by the Bidder and will not be borne, charged to or reimbursed by JAXPORT in any manner or under any circumstance.

1.05 CONTRACT DOCUMENTS

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

1.06 EXAMINATION OF CONTRACT DOCUMENTS

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

1.07 OBLIGATION OF BIDDERS

The Bidder must become fully aware of JAXPORT's requirements for the Contract. Failure to do so will not relieve a successful Bidder of its obligation to furnish the material, equipment and labor necessary to carry out the provisions of the Contract Documents and to complete the work at the prices proposed. In addition, the Bidder will be held responsible for having examined the details of the proposed scope of work. The Bidder 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 Bid will be construed as evidence that all Bidder obligations have been satisfied and no subsequent allowance will be made in this regard.

1.08 QUESTIONS & ADDENDUM

Any questions regarding this ITB should be directed to **Sandra Platt, Sr. Contract Specialist** and submitted either by email to sandra.platt@jaxport.com or submittal through E-Builder. Answers to questions will be released in an Addendum directed to all known prospective bidders registered in the E-Builder's website and advertised on JAXPORT's website under Active Solicitations at <https://www.jaxport.com/procurement/active-solicitations>

The deadline for questions will be TUESDAY, JULY 14, 2020 at 12:00 PM (EDT).

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

Any such request which is not received prior to the above deadline date for questions will not be considered. All such interpretations and supplemental instructions will be in the form of written Addendum to the Contract Documents, which if issued, will be e-mailed to all known prospective bidders. However, it is the responsibility of each Bidder, before submitting its Bid, to contact Procurement Services at (904) 357-3017 to determine if any Addendum have been issued and to make such Addendum a part of its Bid. Only the interpretation or correction so given by JAXPORT in writing will be binding, and prospective bidders are advised that only JAXPORT will give information concerning, or will explain or interpret the ITB Documents.

1.09 PREPARATION OF BID

- A. Bid will be submitted via E-Builder Electronic Bid Submission with the attached Bid Form (Article III). All blank spaces must be complete and all item fields acknowledged prior to submittal. Only the Bid Form and applicable additional information should be submitted. **DO NOT SUBMIT ANY OTHER PORTIONS OF THE ORIGINAL JAXPORT BID PACKAGE.**
- B. Bid should be prepared in PDF format only and uploaded simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of this Invitation to Bids. Emphasis should be on completeness and clarity of content and ease of locating responses to requested information.
- C. Any information thought to be relevant, but not applicable to the enumerated scope of services, should be uploaded and "labeled" in PDF format as an Appendix to the Bid. If publications are supplied by a Bidder, it must be uploaded as a PDF document and the Bid should include reference to a document number and/or page number of that Appendix material. Bids not providing this reference will be considered to have no additional material to be considered during the evaluation process.
- D. An authorized representative shall sign the bid and include it with the PDF submittal into E-Builder. If an individual makes the Bid, he or she must sign his or her name therein and state his or her address and the name and address of every other person interested in the Bid as principal. If a firm or partnership makes the Bid, the name and address of each member of the firm or partnership must be stated. If a corporation makes the Bid, an authorized officer must sign the Bid or agent, subscribing the name of the corporation with his or her own names and affixes the Corporate Seal. Such officer or agent must also state the name of the State, under which the corporation is chartered, and the names and business address of the President, Secretary and Treasurer. If applicable, also provide evidence of registration with the Secretary of State of the State of Florida for doing business in the State of Florida.
- E. Bids will be uploaded in accordance with requirements specified on this Invitation to Bid.
- F. Failure to upload all information requested may result in a bid being considered "non-responsive," and therefore, may be rejected.

1.10 MINIMUM REQUIREMENTS

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

- A. Bidder must be a local business, qualified, licensed, and certified as a **Jacksonville Small and Emerging Business Enterprise (JSEB), Disadvantaged Business Enterprise (DBE), Small Business Administration Firm (SBA), or Minority/Women Business Enterprise (MBE/WBE)** who has current experience in providing the types of products/services. Provide a copy of current certification.

- 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, 2020, and must have worked on contracts similar in size and complexity. Describe milling and asphalt commercial/industrial experience and number of years.
- C. Bidder 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 bid submittal, Bidder must submit valid copies of license and permits necessary to perform scope of work listed on Article IV of this ITB.
- 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 the 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. Provide designated point of contact name and phone number for all service calls.

Failure to provide requested information listed above may result in the Bidder being ruled non-responsive.

1.11 WITHDRAWAL OF BID

Any Bid may be withdrawn by written request of the Bidder until the date and time set above for opening of the Bids. Any Bid not so withdrawn will, upon opening, constitute an irrevocable offer for one hundred eighty (180) days (or until one or more of the Bids have been duly accepted by JAXPORT, whichever is earlier) to provide JAXPORT the services set forth in the attached specifications. JAXPORT action on Bid normally will be taken within sixty (60) days of opening; however, no guarantee or representation is made as to the time between the bid opening and the subsequent JAXPORT action.

1.12 DISQUALIFICATIONS OF BIDDERS

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

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

G. Failure to disclose any disciplinary actions taken or pending against the firm within the past three (3) years.

Failure to provide requested information listed above may result in the Bidder being ruled non-responsive.

1.13 NON-WARRANTY OF ITB INFORMATION

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

1.14 CONTINGENCY FEES PROHIBITED

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

1.15 REJECTIONS OF IRREGULAR BIDS

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

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

1.16 PUBLIC ENTITY CRIME

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

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

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

1.17 DISCRIMINATORY VENDOR LIST

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

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

- Transact business with any public entity.
- To view a current list, visit:

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

1.18 BIDDERS REPRESENTATION AND AUTHORIZATION

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

- The Bidder is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the bid documents, the Bidder, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Bidder currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The bid submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Bidder or potential Bidder, nor they will not be disclosed before the solicitation bid opening.
- The Bidder has fully informed JAXPORT in writing of all convictions of the firm, its affiliates (as defined in Section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- The product(s) offered by the Bidder will conform to the specifications without exception.
- The Bidder has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Bidder, the Bidder agrees that it intends to be legally bound to the Contract that is formed with the JAXPORT.
- The Bidder has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The Bidder shall indemnify, defend, and hold harmless JAXPORT and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the Bidder are material and important and will be relied upon by JAXPORT in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from JAXPORT of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.
- That the Bidder has carefully examined the Scope of Services and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the services needed for the performance of the work,

the general and local conditions, all difficulties to be encountered, and all other items which in any way affect the work or its performance.

- That the Bidder is in full compliance with all Federal, State, and local laws and regulations and intends to fully comply with same during the entire term of the contract.

1.19 E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

Bidders are required to complete and submit with their bids an E-Verify Acknowledgment 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.

1.20 NON-DISCRIMINATION PROVISIONS

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

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

1.21 PUBLIC MEETING REQUIREMENTS

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

1.22 PUBLIC RECORDS

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

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

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the JAXPORT upon request from either JAXPORT's custodian of public records in a format that is compatible with the JAXPORT's information technology systems.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE JAXPORT'S CUSTODIAN OF PUBLIC RECORDS AT (904) 357-3091; public.records@jaxport.com; JACKSONVILLE PORT AUTHORITY, PUBLIC RECORDS REQUEST, 2831 TALLEYRAND AVENUE, JACKSONVILLE, FLORIDA 32206.

1.23 PROTEST PROCEDURES

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

1.24 EX-PARTE COMMUNICATION PROHIBITED

JAXPORT believes that any ex-parte communication concerning the solicitation, evaluation, and selection process denies all firms submitting bids fair, open, and impartial consideration. Adherence to procedures which ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement of professional services. Therefore, during the solicitation, evaluation, and selection process, any ex-parte communication between a firm, its employees, agents, or representatives; and JAXPORT, its members, employees, agents, legal counsel, or representatives; other than JAXPORT's designated representative identified herein, is strictly prohibited. Failure to observe this requirement shall result in rejection of a firm's bid. For purposes of this section, the term "ex-parte communication" shall mean any oral or written communication relative to this solicitation, evaluation, and selection process, which occurs outside of an advertised public meeting, pursuant to Section 285.011, Florida Statutes.

This requirement shall not prohibit:

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

1.25 EXECUTION OF THE CONTRACT

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

1.26 ARTICLE/SECTION HEADINGS

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

1.27 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the Contract, the provisions of JAXPORT'S Invitation to Bid, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) Amendments to Contract; 2) Contract **20-08**; 3) Addenda to Bid; 4) JAXPORT'S Invitation to Bid **20-08**; and 5) Bidder's proposal.

1.28 VENUE

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

1.29 ENTIRE AGREEMENT

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

1.30 TAX EXEMPT

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

ARTICLE II GENERAL CONDITIONS

2.01 DEFINITIONS

JAXPORT - The Jacksonville Port Authority.

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

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

CONTRACT - The Contract consists of the document labeled “Specifications for **MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES** for the Jacksonville Port Authority”, **ITB 20-08** and any Addendum issued before the execution of the Contract; Bidder’s Bid; and any Modification issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both Parties. The order of precedence of contract documents will be as specified in Article 1.27.

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

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.

CONTRACTOR - Any individual, firm or corporation entering into a Contract to perform the Scope of Work for JAXPORT.

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.

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 and Attachment No. 1 - Technical Specifications. JAXPORT, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated commission. 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 applies to milling and repair of 1” – 7” thick asphalt as well as existing maintenance and repair of asphalt projects up to 20,000 sq. ft. JAXPORT reserves the right to bid any project greater than 20,000 sq. ft. It is anticipated that JAXPORT will spend approximately \$650,000 per year for maintenance and repair services. This figure is only estimated and should not be construed as representing actual figures under this ITB.

2.03 TERM OF CONTRACT

The term of the agreement for these services is intended to be for a **one (1) year period with four (4) additional, one (1) year renewal options** made at the discretion of JAXPORT. JAXPORT will award this contract to one Bidder who will be fully responsible for providing **MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES** to JAXPORT.

2.04 AWARD OF CONTRACT

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

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

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

2.05 ESCALATION / DE-ESCALATION

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

2.06 CERTIFICATION/BIDDER QUALIFICATIONS

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

2.07 PAYMENT

A. All invoices will reference the Contract No. **20-08**. An original copy will be emailed to:

Accounts.payable@jaxport.com

or mailed to:

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

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

2.08 RESPONSIBILITIES OF THE BIDDER

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

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

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

- D. The Bidder will remain liable for all damages to, or incurred by, JAXPORT caused by the Bidder's negligent performance of any of the services furnished under this Contract.
- E. The Bidder represents that it is an independent Bidder and not an employee of JAXPORT, nor are any of Bidder's employees performing services in furtherance of this Contract to be considered employees of JAXPORT. The Bidder is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Bidder will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Bidder.
- F. The Bidder will designate in writing a qualified person(s) to act as its designated representative. The Bidder's Representatives(s) will have authority to act for the Bidder in all matters covered by this Contract.
- G. The Bidder will notify JAXPORT Contact in writing, prior to affecting a personnel change concerning the professional personnel assigned to the Contract. JAXPORT will have the right to reject any personnel assigned to perform work under this Contract.
- H. All personnel employed by the Bidder will be competent, trustworthy and properly trained. The Bidder and its employees will be required to comply with all the applicable regulations of JAXPORT.

2.09 RESPONSIBILITIES OF JAXPORT

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

2.10 INDEMNIFICATION

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

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

2.11 INSURANCE

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

- A. Without limiting its liability under the contract, the Bidder will obtain and maintain at its sole expense during the life of the contract, insurance of the types and in the minimum amount stated below:

- (1) Comprehensive General Liability - Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Bidders, Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.
 - (2) All autos-owned, hired, or non-owned; Insurance Limits: \$300,000 each occurrence, combined single limit.
 - (3) Workers Compensation/Employers Liability at the minimum of the Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).
 - (4) Umbrella - **(This is additional coverage and limits with the following "form coverage" for the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability)**; Insurance Limits: \$1,000,000 each occurrence and annual aggregate.
 - (5) DEDUCTIBLES AND SELF-INSURED RETENTIONS: Any deductibles or self-insured retentions must be declared to and approved by JAXPORT.
 - (6) ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a Best's rating of no less than A: VI, and approved to do business in the State of Florida.
- B. The insurance specified above will, either by separate policy, provisions in the policies or by special endorsements attached thereto, insure JAXPORT against the risks to which it is exposed as the owner of the premises. The inclusion of JAXPORT as an additional insured is not intended to, and will not make JAXPORT a partner or joint venture with Bidder in Bidder's services at JAXPORT. Such policies will also insure Bidder against the risks to which it is exposed as the Bidder authorized under this ITB and will be for full coverage without any deductibles and/or retentions subject to approval by JAXPORT and will contain provisions by the respective insurers waiving the right of such insurers to subrogation.
- C. The proof of insurance supplied before execution of this contract will have the words "endeavor to" stricken.
- D. All insurance will be maintained in force until completion of the work, and will include an endorsement requiring thirty (30) days prior written notice to JAXPORT's Risk Manager before any change or cancellation is made effective.
- E. Such insurance will be written by a company or companies licensed to do business in the State of Florida and satisfactory to JAXPORT. Before commencing any work under this contract, certificates evidencing the maintenance of said insurance will be furnished to JAXPORT and will be subject to the approval of JAXPORT's Risk Manager, P.O. Box 3005, Jacksonville, FL 32206.
- F. Any sub Bidders of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Sub Bidders' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Company shall submit sub Bidders' Certificates of Insurance to JAXPORT prior to allowing sub Bidders to perform Work on JAXPORT's job sites.

2.12 SECURITY IMPLEMENTATION PROCEDURE

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

Transportation Worker Identification Credential (TWIC)

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

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

TWIC: Universal Enrollment Centers

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

JAXPORT Business Purpose Credential

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

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

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

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

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

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

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

TWIC Escort Provisions

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

JAXPORT Approved TWIC Escort Vests:

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

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

Contractor deliveries from Non-TWIC vendors may be escorted by JAXPORT approved Prime Contractor escorts. The prime contractor will be required to submit a request for TWIC Escort privileges to accesscontrol@jaxport.com. Once approved, the contractor's employee(s) will attend a JAXPORT provided MTSA TWIC Escort Class in addition to the standard MTSA 33 CFR 105.215 Security Class at a combined cost of \$55.00. These authorized individual(s) must have no collateral duties that will separate the escort from the escorted visitor while serving as escort. Note - Limitations to the number of TWIC Escort authorizations will be set by the JAXPORT Public Safety Department. Truck drivers, vendors, labor may not conduct escorts.

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

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

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

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

Federal regulation definition: 33.CFR 101.105

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

JAXPORT TWIC ESCORTS

JAXPORT may provide TWIC escorts with advanced notice (Minimum 24 hours).

After review of the Contractors operation; JAXPORT will decide the number of escorts required to meet the federal regulation ratios of TWIC escort per non TWIC worker. This will be based on operational requirements.

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

Examples:

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

NOTE:

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

2.13 PERMITS AND LICENSES

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

2.14 PAYMENT AND PERFORMANCE BONDS

Payment and performance bonds will be required for any individual work order where the construction value is greater than \$100,000.

2.15 TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the successful Bidder/Firm, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, JAXPORT shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful Bidder of such termination which shall become effective upon receipt by the successful Bidder of the written termination notice.

In that event, JAXPORT shall compensate the successful Bidder in accordance with the Agreement for all services performed by the Bidder prior to termination, net of any costs incurred by JAXPORT as a consequence of the default.

Notwithstanding the above, the successful Bidder shall not be relieved of liability to JAXPORT for damages sustained by JAXPORT by virtue of any breach of the Agreement by the Bidder, and JAXPORT may reasonably withhold payments to the successful Bidder for the purposes of set off until such time as the exact amount of damages due to JAXPORT from the successful Bidder is determined.

2.16 TERMINATION FOR CONVENIENCE

JAXPORT may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful Bidder of such termination, which shall become effective one hundred twenty (120) days following receipt by Bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to JAXPORT. If the Agreement is terminated by JAXPORT as provided in this section, JAXPORT shall compensate the successful Bidder in accordance with the Agreement for all services actually performed by the successful Bidder and reasonable direct costs of successful Bidder for assembling and delivering to JAXPORT all documents. No compensation shall be due to the successful Bidder for any profits that the successful Bidder expected to earn on the balance of the Agreement. Such payments shall be the total extent of JAXPORT's liability to the successful Bidder upon a termination as provided for in this section.

2.17 ASSIGNMENT

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

2.18 FORCE MAJEURE

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

2.19 NON-WAIVER

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

**ARTICLE III
BID FORM**

BIDDER'S NAME: _____

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

JAXPORT is requesting Bids to provide milling and repair of 1" - 7" thick asphalt located at JAXPORT's various marine terminals. Pricing must include hauling off-site excess materials, store millings on-site, and the installation of 1" - 7" Type S-1 asphalt surface and compaction . Services are to be performed on an as needed basis . Work includes , but is not limited to providing all labor, materials, equipment, tools, and services required to supply, deliver, and install 1" - 7" Type S-1 asphalt surface and compaction , per the specifications and requirements included in this document . In addition to general milling and asphalt repairs, JAXPORT 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 Invitation to Bid No. 20-08, at the stated prices listed below:

ASPHALT SPECIFICATIONS AND COST

Installation, milling, and repair of asphalt shall be priced on a per square foot cost. Unit prices must include all labor, supervision, materials, equipment, and any other costs necessary to perform these services. The quantities listed are representative of the work to be completed; however, there may be variations in the type of work and the quantities based on JAXPORT's actual needs at the time the service is requested.

CATEGORIES OF WORK (A THRU E)

Specify Unit Price (Square Foot, Ton, or Each) as Per Quantities Listed

A. MILLING AND REPAIR OF ASPHALT AT 2" THICKNESSES

	ESTIMATED QUANTITY (SQ. FT.)	UNIT PRICE PER SQ. FT. (\$)	EXTENDED PRICE (\$)
UP TO 500 SQ. FT.	500	\$	\$
501 SQ. FT. – 1,000 SQ. FT	2,000	\$	\$
1,001 SQ. FT. – 5,000 SQ. FT.	42,000	\$	\$
5,001 SQ. FT. – 10,000 SQ. FT.	33,000	\$	\$
10,001 SQ. FT. – 20,000 SQ. FT.	20,000	\$	\$
CATEGORY "A" TOTAL			\$

B. OVERLAY REPAIRS

	ESTIMATED QUANTITY (SQ. FT.)	UNIT PRICE PER SQ. FT. (\$)	EXTENDED PRICE (\$)
1" THICK LIFT (UP TO 4,000 SQ. FT)	15,000	\$	\$
2" THICK LIFT (UP TO 4,000 SQ. FT)	15,000	\$	\$
3" THICK LIFT (UP TO 4,000 SQ. FT)	2,000	\$	\$
CATEGORY "B" TOTAL			\$

C. SAWCUT, PATCH AND HAUL OFF DEBRIS - Includes potholes, storm drains, and railroad crossings.

	ESTIMATED QUANTITY (SQ. FT.)	UNIT PRICE PER SQ. FT. (\$)	EXTENDED PRICE (\$)
2" THICK LIFT	200	\$	\$
4" THICK LIFT	200	\$	\$
6" THICK LIFT	1,500	\$	\$
CATEGORY "C" TOTAL			\$

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

	ESTIMATED QUANTITY (SQ. FT.)	UNIT PRICE PER SQ. FT. (\$)	EXTENDED PRICE (\$)
6" THICK LIMEROCK AND 5" THICK ASPHALT LIFT (0" TO 5,000 SQ. FT.)	200	\$	\$
6" THICK LIMEROCK AND 6" THICK ASPHALT LIFT (0" TO 5,000 SQ. FT.)	200	\$	\$
6" THICK LIMEROCK AND 7" THICK ASPHALT LIFT (0" TO 5,000 SQ. FT.)	5,000	\$	\$
CATEGORY "D" TOTAL			\$

E. ASPHALT LEVELING

	ESTIMATED QUANTITY (TONS)	UNIT PRICE PER TON (\$)	EXTENDED PRICE (\$)
ZERO (0) – 10 TONS	100	\$	\$
11 TONS – 15 TONS	20	\$	\$
16 TONS - 20 TONS	20	\$	\$
CATEGORY “E” TOTAL			\$

F. VALVE JACKET – Raise or lower valve jacket to match new grade.

	ESTIMATED QUANTITY ANNUALLY (EACH)	UNIT PRICE PER EACH (\$)	EXTENDED PRICE (\$)
VALVE JACKET	10	\$	\$
CATEGORY “F” TOTAL			\$

GRAND TOTAL - TOTAL OF CATEGORIES “A-F”	\$
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Failure to provide above information in stated format may result in rejection of Bid.

BIDDER'S CERTIFICATION

1) Certification and Representations of the Bidder

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

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

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**INVITATION TO BID 20-08
MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES**

BIDDER'S ACKNOWLEDGMENT

I hereby acknowledge, as Bidder's authorized agent, that I have fully read and understand all terms and conditions as set forth in this Bid, I have met the minimum requirements (**See Article I, Paragraph 1.10**), and will fully comply with such terms and conditions.

Date: _____

Company Name: _____

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

Authorized Agent's Name: _____

Authorized Agent's Signature: _____

Authorized Agent's Title: _____

Authorized Agent's Email Address: _____

Telephone Number: _____ Fax Number: _____

Federal Identification Number: _____

Remittance Address: _____

City: _____ State: _____ Zip Code: _____

The following items must be submitted with the Proposal Form:

- (1) Proposal Form Article III (with prices for ONE (1) year);
- (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) SEB Certification; **JSEB/DBE/SBA/WBE/MBE**

Failure to provide above information in stated format may result in rejection of Bid.

**INVITATION TO BID 20-08
MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES**

NO BID FORM

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

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

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

Name of Firm: _____

Signature: _____

Printed Name: _____

Title: _____

Telephone Number: _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

**ARTICLE IV
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 1” – 7” thickness. All millings will be retained by JAXPORT. A location on each terminal will be identified for Contractor to store millings. Prices must include hauling off-site deleterious material, storing milled asphalt on the terminal at designated location and installation of 1” – 7” Type S-1 asphalt surface and compaction. In addition to general milling and asphalt repairs, JAXPORT 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 JAXPORT’s Talleyrand, Blount Island, Dames Point Marine Terminals, and the Port Central Office Building in Duval County, Florida.
- C. JAXPORT reserves the right to add or delete locations as deemed necessary.
- D. All maintenance 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

Bidder 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 JAXPORT and under applicable law. Evidence of such certificate shall be presented at the time of bid 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 the 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.20-08.

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. JAXPORT 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 JAXPORT'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) is advised to visit all sites so as to thoroughly observe the existing conditions at the sites and incorporate into their bid price all incidental and related work.

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 (1) 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 JAXPORT's day-to-day work activities.

4.14 SUPERVISION AND LABOR

- A. The Contractor shall provide a competent supervisor satisfactory to JAXPORT, authorized to act for the Contractor. The Contractor shall promptly remove from the work site and JAXPORT premises any supervisor or employee whose work or conduct is not satisfactory to JAXPORT. 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 JAXPORT PROPERTY

- A. Access to the site shall be across properties owned by JAXPORT. **SEE ARTICLE II, GENERAL CONDITIONS, ITEM 2.12 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 JAXPORT property and secure the site from all potential hazards.

4.17 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.

4.18 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 JAXPORT's Risk Manager, Chris Crouch, at (904) 357-3083.

4.19 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.

4.20 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.

4.21 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 JAXPORT services and functions shall be adequately protected until such utility line or lines are temporarily or permanently rerouted, as directed by JAXPORT in order to prevent any interruption of required services.
- C. Contractor shall inform JAXPORT immediately if such situations were to occur.
- D. When the need for temporary protection no longer exists, and JAXPORT approves, Contractor shall remove all protective devices for the project site.
- E. Existing warehouses and surrounding areas will be in daily use by JAXPORT Operations and will remain so during the work. Contractor shall not interfere with JAXPORT's use of the existing facilities.
- F. Contractor shall not enter any of JAXPORT warehouses or buildings without authorization from the Maintenance Facilities Planner.
- G. Unless otherwise approved by JAXPORT, 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

4.22 MATERIALS

Asphalt S-1 Type

PART 4 - EXECUTION

4.23 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.

4.24 INSTALLATION

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

4.25 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: Eliana Franco, JEA, 21 West Church Street, Jacksonville, FL 32202;
(904) 665-7691; Cell (609) 668-9946.

B. Water Department

Contact Person: Eliana Franco, JEA, 21 West Church Street, Jacksonville, FL 32202;
(904) 665-7691; Cell (609) 668-9946.

C. Telephone Company

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

4.26 SAFETY

The safety items listed below is not intended as an exhaustive list of safety requirements but serves as a general guideline.

Safety Manual

The contractor is responsible to provide JAXPORT with an electronic copy of their jobsite specific safety manual that provides safety guidance on day to day work activities to reduce potential safety incidents at the jobsite.

Regulatory Requirements

The contractor and subcontractors will be responsible to:

- Comply with OSHA 29 CFR parts 1917 marine terminals, 1926 construction, 1910 general, 1926.59 hazardous communication standards “right-to-know”.
- Post Material safety data sheets (MSDS) in work locations where contractor uses, or stores hazardous chemicals or substances as required by law.
- Contractor and subcontractor will comply with all environmental protection laws and regulations applicable to the jobsite, including those relating to the use of water, the release, discharge or disposal of wastes, the control of drainage, and the protection of vegetation, wildlife, habitats, or surroundings. Contractor and subcontractor shall also observe and comply with any environmental requirements made by JAXPORT in securing any permit or authorization for the jobsite.
- Communicate and wear OSHA required personal protective equipment when on the job site (i.e. reflective vests with Company’s identification, gloves, hard hats, safety glasses, steel toe shoes, etc.).
- If applicable ensure that platforms and scaffolding conform to OSHA specifications and have decking, toe boards, mid and top rail, cross bracing, level pads and/or wheels and appropriate ladders for platform access. Ensure the use of continuous fall protection equipment (scaffolds and/or harnesses) when activities take place more than 6’-0” above a lower level or at such lower elevations as may be established for the work site.
- If it becomes necessary to have access to any openings or shafts or to remove handrails, contractor and or subcontractor shall ensure that the openings or shafts are protected in accordance with generally accepted practices and any applicable federal, state or local safety standards while the work is in progress, and that any covers or handrails previously removed by the contractor and or subcontractor are replaced before leaving the area.

Jobsite Requirement

- Contractor will provide safety barriers to clearly identify the working area to prevent others from accessing the work area. The safety zone shall be sufficiently sized to prevent damage to others or existing facilities and structures. Upon completion of the work, Contractor shall remove the safety barriers from the work area.
- Maintain clean work areas and secure and protect all work materials in accordance with safety requirements of generally recognized industry standards.
- Additional safety rules and/or measures may become necessary at any time due to near misses, change in jobsite location, etc.
- Familiarize and abide by JAXPORT safety rules for the jobsite.
- Communicate frequency of safety meeting with its employees and list the topics discussed with signatures of attendees. Such list shall be made available to JAXPORT upon request.
- Perform self-audits (safety assessments) at least monthly and document and provide findings to JAXPORT project management and Risk and Compliance manager upon request.

Incident/Emergency Response Plan

- As soon as possible, but no longer than 2 hrs. after the time of incident, advise JAXPORT of any incident resulting in injury or damage to any property. A written report of the incident will be submitted to the supervising JAXPORT Project Manager and JAXPORT's Manager of Risk and Compliance (904) 357-3083 within 24 hours. Daily updates will be provided to JAXPORT until an investigation is completed.
- Provide JAXPORT on-site management with an "emergency list" showing contractor's preferred company doctor, hospital, workers' compensation insurance company, and any other health care providers, such list to be updated within 24 hours of any change in the information provided. Contractor shall furnish its employees with first aid or refer employees with first aid injuries to its company doctor.

Audit and Training

- Contractor is responsibility to train, manage, supervise, monitor, and inspect contractors and subcontracted jobsite work activities enforcing compliance with all applicable federal, state, local laws and JAXPORT safety rules and requirements.
- Documentation of required training must be readily available and in compliance with OSHA requirements.
- JAXPORT personnel may audit contractors and subcontractor's safety processes/programs at the jobsite at any time and empowered to take necessary corrective action up to and including work stoppage for serious safety hazards.

4.27 SUPPLIER PERFORMANCE/CONTRACT MANAGEMENT

In an effort to improve supplier performance, ensure high quality service and products from suppliers and proactively monitor performance so that JAXPORT'S needs and expectations are being met, JAXPORT is instituting a Supplier Performance Evaluation Program.

Overview

To establish a uniform and simple means of evaluating supplier performance, the Supplier Performance Evaluation program includes the use of a Supplier Evaluation Form. Formally awarded, competitive contracts for services, supplies, equipment, construction, capital projects and construction related professional services shall be evaluated using this form. For informal awarded purchase orders where the end-user of the contract should reasonable foresee that poor supplier performance would create significant business risk for JAXPORT, this program shall also apply.

Objectives

The Supplier Performance Evaluation Form will support JAXPORT'S purchasing goals which include: To obtain the highest quality of goods and services for the smallest outlay of dollars, and to provide a fair and level playing field for all businesses.

The Supplier Performance Evaluation Program is intended to accomplish the following goals:

- Drive suppliers to continuously improve performance
- Provide on-going incentive for suppliers to perform well and penalties for poor performance
- Standardize approach for documenting supplier performance
- Increasingly hold suppliers accountable for their work
- Increase communication with suppliers regarding performance
- Ensure clarity of expectations regarding vendor performance

Contract Quality Evaluator (COE)

For every contract which JAXPORT enters into, the respective Department's Director will designate an employee to be responsible for the evaluation of the supplier's performance under the contract. This function is called contract quality

evaluation and the individual performing the role is the Contract Quality Evaluator (CQE). Functions of the CQE include assisting the supplier in beginning work in an effective manner, inspecting the supplier's work, handling issues resulting from work, approving invoices and evaluating supplier performance.

Frequency of Inspections and Evaluations

Determining inspection and completion of Performance Evaluation Form is an important decision for CQE's. Generally, the higher the risk to JAXPORT, the more frequent and thorough the inspections should be. Where risk of poor performance is low, inspections could be less; however, these should always result in the completion of a Performance Evaluation Form. CQE's should never hesitate to seek guidance from the Director of Procurement Services or Procurement Services Staff.

If inspections determine that a supplier is performing poorly, it is critical that the CQE prepare a Performance Evaluation Form documenting such performance in detail and provide the supplier with a copy of such form as soon as possible. The CQE should document results of inspections on the Performance Evaluation Form and the comments should be clear enough so that they may be referred to at a later time without any question as to what they mean. Completed Performance Evaluation Forms should be sent to the attention of the Director, Procurement Services or his/her designee so that a Deficient Performance Letter may be issued to the supplier.

Unacceptable Performance

Actions: The CQE's will notify Procurement Services via the Performance Evaluation Forms that the supplier's performance has been unacceptable. Procurement Services will then notify in writing via a deficient performing letter informing the supplier that its performance has been rated as unacceptable. The supplier shall have ten (10) days to respond to the letter and such response shall include specific actions that the supplier will take to bring the supplier's performance up-to an acceptable performance level.

Within thirty (30) days from date of the first unacceptable performance letter, or before the project is scheduled for completion, JAXPORT will notify the supplier in writing as to whether its performance, as determined solely by JAXPORT, is meeting expectations or is continuing to be unacceptable. If the supplier's performance as described in the letter is meeting expectations, no further remedial action will be required by the supplier, as long as the supplier's performance continues to be acceptable.

If the supplier's performance as described in the first letter continues to be unacceptable, or is inconsistently acceptable then the supplier shall have fifteen (15) days from the second letter to demonstrate solely through its performance of the work, that it has achieved acceptable performance. If the supplier's performance is deemed unacceptable after a third time, JAXPORT will take such actions as it deems appropriate including, but not limited to, terminating the contract for breach, suspending the supplier from bidding on any JAXPORT related solicitations and other remedies available in the Procurement Services Code and in law. Such action does not relieve the supplier of its obligations under the contract, nor does it preclude an earlier termination.

Top Performance

Actions: When the supplier demonstrates consistent Top Performance for a period of no less than six months, JAXPORT will recognize the supplier, by naming the supplier as a supplier of the quarter. Such recognition will be used in future bid evaluations and due preference will be given.

Disputes

If the supplier wants to dispute the results of Performance Evaluation Forms, the supplier must submit a letter to the Director of Procurement Services providing supplemental information that it believes the JAXPORT CQE's failed to take into account when preparing the Performance Evaluation Forms. Such letter, along with supplemental information, must be submitted no later than ten (10) days following the supplier's receipt of any notice of unacceptable performance. If the Director of Procurement Services decides to change the evaluation to acceptable performance, the supplier will be notified and a revised letter of performance will be prepared with a copy issued to the CQE and their respective Director. If the Director of Procurement Services decides that no change is warranted, the decision of the Director will be final.

ATTACHMENT NO. 1

TECHNICAL SPECIFICATIONS MILLING AND ASPHALT MAINTENANCE AND REPAIR SERVICES

General Notes and Technical Specifications:

1. Summary of Work

Project work shall be inclusive of yet not limited to all labor, materials and incidentals necessary for the resurfacing of the JAXPORT facilities. All permits, if required by any Authority having jurisdiction over the completion of this work are to be included. All surveys and layouts to perform this work are included. All testing as required by contract documents and engineering and industry standards are included but not limited to asphalt design mixes and asphalt placement.

Total Base bid amount work for this contract shall be comprised of two parts: Base Bid Lump Sum and Base Bid Unit Rate over estimated quantities. Work shall be inclusive of, yet not limited to all labor, equipment, materials, testing, incidentals and coincidental task work as necessary for completion of the resurfacing project.

Included shall be all work necessary for the milling of existing pavement, furnishing and installing an asphalt overlay. No painted pavement markings are included in this contract. Work shall include the adjustment of the elevation of valve cover utility embeds to the finished asphalt surface level at the unit price included in the bid proposal.

Asphalt milling shall be to project specifications with all applicable asphalt embeds properly milled about and adjusted/replaced (if necessary) to properly re-establish and correct the ride-ability of the existing roadway to finish line and grade. Work shall include, furnish and install of asphalt overlay comprised of an FDOT approved Type S-1 flexible asphalt pavement mix, depth as directed by JAXPORT over the limits and extents of the project area. Top elevation of water valves shall be adjusted to the final asphalt surface level at the contract unit price. Work shall be inclusive of, yet not limited to providing all MOT necessary to maintain one open lane of traffic at all times and the proper disposal of all millings, trash, debris and deleterious materials as generated and/or related to the project. Milling and asphalt placement shall be coordinated with JAXPORT operations working without interruptions. Asphalt placements and cure times are to be provided for each work order and shall be coordinated in consideration to the operations.

All work shall be conducted and installed in accordance to the latest edition of the FDOT Standard Specifications for Road and Bridge Construction.

Work Hours

Approved hours for project work shall be Monday through Sunday during regular business hours unless otherwise directed by the Port Operations Manager (weekends are preferred). All work will be scheduled with JAXPORT and tenant's approval prior to the start of the project.

2. MOT

A. Prior to mobilization, Contractor shall prepare and deliver to the Owner for their approval a MOT plan that clearly depicts all items necessary for work sequence and phasing. When roadwork is contracted, it is a paramount requirement that one lane of traffic for Operations be

safely maintained.

- B. Contractor shall clearly delineate, mark and isolate Work Areas in agreement to the approved Maintenance of Traffic Plan to safely segregate working areas from access drives. Contractor shall incorporate signage/cones and/or barricades in an effort to direct and maintain any and all on-going operations traffic. Should necessity arise, site is to be left in an operational condition that will not impede or cause damage to Owner and/or Tenant operations.
- C. Contractor shall take due care to protect and prevent damage to any and all JAXPORT and/or tenant adjacent property. Contracted work may be adjacent to buildings and green areas currently in use by JAXPORT and JAXPORT's tenants. Contractor shall take due care to manage and prevent any and all detrimental effect(s) that may result from application of tack coat overspray and/or dust control during the construction effort. Restore any areas damaged by the execution of this work.

3. Milling

- A. Contractor shall conduct milling of existing asphalt pavement in agreement to latest edition of the FDOT Standard Specifications for Road and Bridge Construction, Section 327. Contractor shall mill existing asphalt pavement as depicted on contract work order drawings and as defined within the contract documents and as necessary to improve the ride-ability, drainage and cross slope of the finished pavement. Contractor shall mill to the minimum prescribed depth as directed in work order.
- B. Milling conducted adjacent to drainage structures and at edges of meet and match of existing pavement cross slope will be adjusted as necessary to meet the actual site conditions.
- C. Contractor shall provide a milled surface with a reasonably uniform texture, within ¼ inch of a true profile grade, and with no deviation in excess of ¼ inch from a straight edge applied to the pavement in a manner perpendicular to direction of respective slope.
- D. Ensure that the variation of the longitudinal joint between multiple cut areas does not exceed ¼ inch.
- E. Discrete milling about embeds shall be conducted with a milling head and machine intended for this specific use.
- F. Contractor shall maintain proper housekeeping with dust control methods during all milling and paving operations. Contractor shall properly collect/stage and dispose of milled material and all associated debris on a daily basis. Space is limited within the project area and all debris and deleterious materials shall be transported off-site *on a daily basis*. All millings material shall be transported and offloaded to JAXPORT designated storage areas located on the terminal where work is being completed. This operation shall be coordinated with the Operations Manager of Talleyrand Marine Terminal, Blount Island Marine Terminal or Dames Point Terminal.

4. Tack Coats

- A. Contractor shall use a tack coat product meeting the requirements the latest FDOT Standard Specifications for Road and Bridge Construction, Sections 300 and 916-2. Use PG 52-28 heated to a temperature of 250 to 300°F or undiluted Emulsified Asphalt Grades RS-1h, RS-2, CRS-1h, or NTSS-1hm meeting the requirements of 916-3, heated to a temperature of 150°F to 180°F, or as recommended by the tack coat manufacturer. For night paving, use PG 52-28 tack coat.

- B. Milled and repaired areas subject to asphalt overlay shall be broom swept clean to be free of any dirt, dust or debris prior to the application of the Tack Coat.
- C. Tack Coat shall be applied through pressure application in a continuous uniform thin layer.
- D. Tack coat to be applied in advance of the laying of bituminous mix to permit drying, tack coat to retain its adhesive properties and be free of dust and debris or other foreign material. Keep placed tack coat free and clean prior to placement of asphalt mix.

5. Asphalt Overlay

- A. Asphalt shall be an FDOT approved Type S-1 mix design and conform to the FDOT Standard Specifications for Road and Bridge Construction, latest edition; Sections 330, 334, and 916 and be suitable for use for Traffic Level C service. The finished asphalt shall be smooth, uniform in texture, free of defects and provide and ensure “true positive drainage” to existing structures. No standing or ponding waters will be acceptable in these rehabilitated areas.

Surface Conditions

- 1. Examine the areas and conditions under which work of this Section will be performed.
- 2. Correct all conditions detrimental to timely and proper completion of the work. Do not proceed until all unsatisfactory conditions are corrected. Verify surface is clean and dry with proper tack coat applied and ready to receive overlay asphalt.

Tack Coat

- 1. Apply tack coat in accordance to the FDOT Standard Specifications for Road and Bridge Construction, latest edition; Section 300.
- 2. Contractor shall plan work such that no more tack coat is placed than is necessary for the day’s operation is placed on the surface. All traffic not essential to the Work shall be kept off the tack coat.

B. Placing and Compacting Asphalt Pavement

- 1. Install asphalt concrete paving in accordance to FDOT Standard Specifications for Road and Bridge Construction; Section 330.
- 2. Pavement course shall be placed to the allowable thickness identified in the FDOT Standard Specifications for Road and Bridge Construction; Section 334.
- 3. Compact pavement by rolling to specified density. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.
- 4. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks.
- 5. Top elevation of water valves shall be adjusted to the final asphalt surface level.

C. Testing

1. Contractor shall provide an independent testing firm to pull samples and perform tests in accordance with Section 334 of the FDOT Standard Specifications for Road and Bridge Construction.
2. Pavement determined not acceptable shall be removed and replaced at no expense to the Owner.
3. Contractor shall provide random sampling of material at the batch plant and provide testing results (pass or fail), including the documentation of the temperature of the asphalt in each truck prior to that truck leaving the batch plant. In place density for asphalt shall be at least 95% of the laboratory compacted density of the paving mixture. Frequency of density testing shall be conducted as (1) density test per each location or portion thereof.

6. Submittals

- A. MOT Plan
- B. Work Plan (Milling & Asphalt placement)
- C. Asphalt Mix Design/Tack coat
- D. Completed Testing Packet (FDOT approved Type S-1 Mix design, theoretical densities, truck asphalt temperatures)

How to Submit Your Bid Response in E-Builder




After reviewing the bid package invitation, use the Response Form tab to submit your bid response.

To submit your bid

1. [Access](#) the bid package.
2. Click the **Response Form** tab.
3. On the **Step 1: Bid Form** tab, enter your pricing on the bid form line items.


Ensure that you provide pricing at the level of detail required by the bid manager. Some line items may be lump sum, and others may require quantities and unit prices.

- If there are areas that do not pertain to your trade, enter a zero (0) value in that line.
- The Summary box at the top of the page maintains a running total of your entries for reference.

4. Click  (Save). Ensure that your work is saved periodically.
5. *Optional:* To export the bid items to a spreadsheet that you can customize or that you can share with your team, click  (Download). After updating the spreadsheet, click  (Upload) to re-import it.
6. On the **STEP 2: Response Documents** tab, click **Attach Documents**, and upload any supporting document needed to support your bid.
7. On the **STEP 3: Additional Required Info** tab, complete any additional questions or qualification statements that have been established by the bid manager. If any addenda have been issued, you are required to acknowledge receipt of the addenda on this page before submitting your bid.
8. Review the entire Response Form and click **Submit**.
9. When prompted, enter your e-Builder portal password and click **Submit Bid**.

The date and time that you submitted your bid is stamped on your Response Form. You will also receive an email confirmation.

Additional Notes

- After the bid due date/time has passed, the Submit button will be disabled. In some circumstances, the bid manager may allow late submissions and the button will continue to be enabled.
- If the bid manager adds or changes a bid item, or publishes an addenda, your bid will be set back to a Draft status. You will receive an email notification and will be required to reconfirm your bid and resubmit.
- When you need to step away from entering the quote, click  (Save). It is recommended that you save every 15 minutes. This will ensure that your changes are saved.
- If there are areas that do not pertain to your trade, enter a zero (0) value in that line item.
- If you have your qualifications in Word® or another program, copy and paste them into the qualifications.
- It is required that you acknowledge all the addenda, even if they do not pertain to your trade.
- It is recommended that you submit your quote at least 15 minutes before the due time so that you can rectify any errors. To submit the quote, you must complete all the fields and acknowledge the addenda items.

ARTICLE V

JAXPORT PROCUREMENT GOALS SMALL AND EMERGING BUSINESS (SBE) PARTICIPATION POLICY, GOALS, CONDITIONS AND INSTRUCTIONS

5.01 POLICY

It is the official policy of the Jacksonville Port Authority (JAXPORT) 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 will be 100% SEB (JSEB/DBE/SBA/MBE/WBE) for this contract. This bid has been designated *only* for the competitions of vendors in any of the categories listed below:

5.02 CERTIFICATION

Jacksonville Small and Emerging Business Enterprise (JSEB): 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.

Disadvantaged Business Enterprise (DBE): DBE means a small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals that own the business. Firms desiring to participate as DBEs in this bid must be duly certified by the Florida Department of Transportation (FDOT) or a member of the Florida Unified Certification Program (FUCP) and listed in the FUCP DBE Directory of certified firms. JTA is the local certifying agency for the DBE Program.

Small Business Administration Certified Firms (SBA): Small Business companies as designated by the U.S Small Business Administration and listed in the Central Contractor Registration (CCR) on-line database. Firms must be active with assigned DUNS numbers.

Minority/Women Business Enterprise (MBE/WBE): A for-profit small business concern that performs a commercially useful function and is legitimately owned and controlled by minorities or women (as described by the Minority Business Development Agency of the Department of Commerce).

5.03 SEB Agencies

City of Jacksonville
Ed Ball Building
214 North Hogan Street, Suite 800
Jacksonville, Florida 32202
Phone: (904) 255-8840
Fax: (904) 255-8842
<http://cojapps.coj.net/jseb/>

Jacksonville Transportation Authority
Disadvantaged Business Enterprise Program
100 N. Myrtle Avenue
Jacksonville, Florida 32203
(904) 598-8728
www.jtafla.com

Florida Department of Transportation (FDOT)
Equal Opportunity Office
605 Suwannee Street MS-65
Tallahassee, Florida 32399
(850) 414-4747
<http://www.fdot.gov/equalopportunity/>

US Small Business Administration
North Florida District Office
7825 Baymeadows Way, Suite 100-B
Jacksonville, Florida 32256
(904)443-1930
http://web.sba.gov/pro-net/search/dsp_dsbs.cfm

Minority Business Development Agency
Miami District Office
51 Southwest, 1st Avenue
Miami, Florida 33130
(786) 315-0888
www.mbda.gov

5:04 SEB Certified Vendor Obligation

Bidders are required to submit a proof of current certification with the respective agencies 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 its SEB Program JAXPORT is requiring that the successful Bidder performs at least 50 percent (50%) of the total value of the work, failure to do so will constitute a breach of contract.

5:05 SEB – FORM 1

Prospective bidders who wish to utilize other Small and Emerging vendors on this contract should complete and submit SEB 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:

Brian Williams, Coordinator
JAXPORT SEB Program
2831 Talleyrand Avenue
Jacksonville, Florida 32206
Office Number: (904) 357-3003
Fax Number: (904) 357-3077
Brian.Williams@jaxport.com

JACKSONVILLE PORT AUTHORITY
“Schedule of Subcontractor / Subconsultant Participation”

Name of Bidder: _____

Project Title: _____

BID Number: _____

TOTAL BASED BID AMOUNT: _____

****Please list all SEB Vendors first**

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

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/MBE/WBE/DBE/SBA Vendors	\$ _____	_____ % of contract

The undersigned will enter into a formal Agreement with the JSEB/DBE 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 _____, 20____

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 _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

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

(If the entity has no FEIN, include the Social Security Number of the individual signing

this sworn statement: _____.)

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

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

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

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

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

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

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

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

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

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

(signature)

(date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

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

NOTARY PUBLIC

My commission expires:

EXHIBIT C

ACKNOWLEDGEMENT AND ACCEPTANCE OF E-VERIFY COMPLIANCE

E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

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

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

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

Company Name

Name of Official (*Please Print*)

Signature of Principal

Title

Date