### **REQUEST FOR QUOTE**

RFQ No. 23-AMS



# AQUATIC PLANT, ALGAE & NUISANCE VEGETATION CONTROL SERVICES

RFQ DUE DATE: THURSDAY, JULY 6, 2023 by 2:00 PM (EST)

"Either" by Email ~OR~ Fax to the attention:

Jacksonville Port Authority
Jerrie Gunder, Contract Specialist
Procurement Services

<u>Jerrie.Gunder@jaxport.com</u>

~ or ~

Fax Number: (904) 357-3077

JAXPORT.com/procurement/active-solicitations

## REQUEST FOR QUOTE 23-AMS AQUATIC PLANT, ALGAE & NUISANCE VEGETATION CONTROL SERVICES FOR THE JACKSONVILLE PORT AUTHORITY

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#### SCOPE OF WORK

## REQUEST FOR QUOTE 23-AMS AQUATIC PLANT, ALGAE & NUISANCE VEGETATION CONTROL SERVICES FOR THE JACKSONVILLE PORT AUTHORITY

The Jacksonville Port Authority (JAXPORT) is seeking a qualified and licensed firm to provide monthly inspections and treatment to control the growth of algae, submerged, floating, emerged and emergent nuisance species for twenty-one (21) JAXPORT Stormwater Ponds: twelve (12) located at Blount Island Marine Terminal (BIMT); eight (8) located at Dames Point Marine Terminal (DPMT); and one (1) located at Talleyrand Marine Terminal (TMT) (See Attachment #1). Additionally, monthly inspections and treatment for nuisance species are to be conducted at two (2) shallow drainage ditches associated with TMT properties (See Attachment #1). Therefore, the purpose of this Request for Quote (RFQ) is to request information about your company's abilities to provide these services and to obtain pricing commitments for specifications, listed on this RFQ.

#### 1. SPRAYING AND REMOVAL OF AQUATIC VEGETATION AND NUISANCE SPECIES:

- a. The Contractor shall provide all necessary personnel, equipment and chemicals to control the growth of algae, submerged, floating, emerged and emergent nuisance species in each stormwater pond and drainage ditch identified in **Attachment #1**. Specifically, the ponds and ditches include the following:
  - i. **BIMT**: Ponds 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13.
  - ii. DPMT:
    - 1. Ceres Terminal (Ponds 1, 2 and 3)
    - 2. Cruise Terminal (Pond 5)
    - 3. Security Operations Center (Pond 6)
    - 4. Dames Point Road (Ponds 7 and 9)
    - 5. Martin Marietta Pond (Pond 8)
  - iii. TMT:
    - 1. Southeast Toyota Concrete-Lined Moat
    - 2. Talleyrand Avenue Drainage Ditch
    - 3. Talleyrand Rail Line Drainage Ditch (Phoenix Ave. to F&J Rail Yard)
- b. The Contractor shall neither use nor recommend the use of chemicals, application methods or practices that do not comply with all State and/or Federal regulations.
- c. The Contractor shall be licensed by the State of Florida's Department of Agriculture. The licenses required include ALL licenses required, by discipline and chemicals to be applied, to complete the work required under this Contract. Said license(s) shall remain effective throughout the duration of this Contract. A copy of all required licenses shall be provided to the BIMT/DPMT and TMT Terminal Operations Managers upon request.

- d. Contractor shall be responsible for establishing a spraying schedule, which shall be approved by JAXPORT prior to beginning work. Once the schedule has been established and approved, no changes shall be made without prior approval by JAXPORT. The Cruise Terminal (DPMT) treatments will be on "non-cruise days" only (See Attachment #2).
- e. After initial control has been established, the Contractor shall, inspect each specified stormwater pond and drainage ditch at least one time per month and spot treat as necessary to maintain growth control. JAXPORT shall be notified each time each stormwater pond and drainage ditch has been inspected and advised what action, if any, was taken.
- f. The Contractor shall provide monthly Service Report copies to JAXPORT documenting which ponds and ditches were inspected and, as necessary, treated. Specifically, the Contractor shall provide the reports electronically to the BIMT/DPMT and TMT Terminal Operations Managers and/or designees, and the Manager, Environmental Compliance.

#### g. JAXPORT CONTRACT CONTACTS:

i.	BIMT/DPMT Operations Manager(904) 357-3210
ii.	BIMT/DPMT Facilities Manager (904) 357-3129
iii.	TMT Operations Manager (904) 357-3206
iv.	TMT Facilities Manager (904) 357-3224

Contractor must check in with the TMT Facilities or Operations Manager prior to <u>each</u> <u>inspection</u> and spot treatment to obtain approval to access the Railroad lines from the Duffer Yard all the way out to the F&J Yard.

- h. Adequacy/completeness/effectiveness of chemical/herbicide spraying shall be based on results as determined by Contractor and reported to the BIMT/DPMT and TMT Terminal Operations Managers and/or designees. The Contractor is responsible for maintaining ongoing water quality at each pond and nuisance vegetation control in the ditches. If this quality is not maintained by a single monthly spraying/application, the Contractor shall return and re-spray regardless of the number of applications until water quality and/or nuisance vegetation control is achieved as determined by the BIMT/DPMT and TMT Terminal Operations Managers and/or designees. Each additional site spraying to achieve water quality and/or nuisance vegetation control shall be done at NO additional contract cost to JAXPORT.
- i. Contractor shall assure that any and all applications of chemical spraying or other control techniques shall not be detrimental or have deleterious effect to the littoral zone plants established along the waterline of Ceres Ponds 1, 2, and 3. The littoral plants consist of varying mixtures of Soft Rush (*Juncus Effusus*) in the highest zone, Pickerelweed (*Pontederia Cordata*) in the middle zone, and Bulrush (*Scirpus Validus*) in the lowest zone.
- j. The Contractor shall be solely responsible for replacement of littoral plants should die-off occur as a direct result of a chemical treatment. The replanting shall be with the same species as those killed at an approximate one-for-one basis at NO additional contract cost to JAXPORT.

- k. The Contractor is not responsible for the replacement of the littoral plants in Ceres Ponds 1, 2, and 3 damaged due to drought, hurricane, or any other natural causes. However, the Contractor is required to inform JAXPORT of all damages of any kind.
- I. The Contractor shall be solely responsible for restocking any of the stormwater ponds should a fish kill occur as a result of chemical treatment. The restocking shall be with the same species as those killed at an approximate one for one basis at NO additional contract cost to JAXPORT.
- m. For those ponds that control access with locked gates, the Contractor is responsible for contacting JAXPORT Security Operations Center at (904) 357-3360 to provide an Officer that will unlock the gates. The average wait time for a Security Officer to be dispatched and unlock the gates is 15-20 minutes. JAXPORT recommends contacting the Security Operations Center in advance with a set time of arrival to the location(s) to minimize delays.
- n. Payment for Pond and Drainage Ditch Spraying and Vegetation control shall be at the respective Monthly Lump Sum Price as established in the RFQ. (**Bid Item No. 1**).

#### 2. AS NEEDED BASIS - REMOVAL AND DISPOSAL OF LITTER & DEBRIS

- a. The Contractor shall be responsible for removing all litter and debris from within the defined limits and extents of each of the stormwater ponds identified in **Attachment #1**. The limits and extents for this work task are defined as the area extending from the shoreline elevation that establishes each stormwater pond's normal water level and extends water ward by 10-feet horizontally into the permanent pool.
- b. The Contractor shall remove and dispose of properly all litter and debris floating on the surface of the pond and/or submerged in the pond within ten (10) feet of the shoreline (normal water level) or as evidenced by inspection. This is to apply to all stormwater ponds and is to include all conveyance and control structures located within these limits and extents. This litter and debris removal effort shall be done on a regularly scheduled basis.
- c. Litter or debris (this includes man-made or natural waste materials that have naturally accumulated, or been dumped or generated by the execution of the Contract) may consist of varied sizes of bottles, cans, paper, glass, tires, tire pieces, vehicle parts, metal junk, brush, white goods, furniture, dead animals, fallen tree limbs, dead nuisance aquatic vegetation, and other items not considered normal to each stormwater pond.
- d. It is not intended that miniature objects such as cigarette butts, chewing gum wrappers, and similar sized items to be removed under this Contract.
- e. Completed areas of work shall be free of litter and debris immediately after cleaning as determined by the BIMT/DPMT and TMT Terminal Operations Managers and/or designees. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined to be unacceptable shall be cleaned up at no additional compensation.

- f. It is the intent that areas be cleaned in a manner that they are left free of litter and debris. It is not the intent to penalize the Contractor for litter and debris that may be deposited between the times an area is worked and when it is inspected. The BIMT/DPMT and TMT Terminal Operations Managers and/or designees will use prudent and reasonable judgment when evaluating completed work and his decision as to acceptance or rejection shall be final
- g. The cost of litter removal and disposal within ten (10) feet of the shoreline shall include all costs for labor, material, dumping fees, licenses, and equipment etc., in the Unit Price Per Each (Pond) of the Bid RFQ. (Bid Item No. 2)

#### **ENVIRONMENTAL & SAFETY REQUIREMENTS**

- a. Overall regulatory body is EPA under 40 CFR Part 131 (Water Quality Standards).
- b. Under the Federal Clean Water Act (CWA), states are required to conduct a comprehensive review of their water quality standards at least once every three years.
- c. The CWA requires that industrial facilities, construction sites, and municipal separate storm sewer systems (MS4s) have measures in place to prevent pollution from being discharged with stormwater into nearby waterways
- d. The Florida Department of Environmental Protection (DEP) regulates activities that generate stormwater runoff.
- e. Environmental Resource Permit (ERP) program, also regulates activities that have the potential to increase pollutant loads to water bodies or to municipal separate storm sewer systems (MS4s) as covered by the National Pollutant Discharge Elimination System (NPDES).
- f. Basic requirement, inspections should be scheduled on a monthly or quarterly basis and following any major rain event. More specific requirements should be captured I the Stormwater Pollution Prevention Plan (SWPPP).

**NOTE\***: Chemicals, oils, greases or similar wastes are NOT to be disposed of directly to the stormwater facility or through storm sewers

#### **GENERAL**

The work covered by these Contract Documents consists of furnishing all labor, equipment, materials, incidentals, deliverable and warranties necessary for performing all operation and maintenance activities as described herein. All work is to be accomplished in a professional manner.

a. Work shall be inclusive of yet not limited to provision and application of all necessary chemicals as required for control of all nuisance species aquatic vegetation in the stormwater ponds and nuisance species in the drainage ditches identified in **Attachment #1**; the maintenance and warranty of existing littoral zone plantings at Ceres Ponds 1, 2, and 3 required by JAXPORT's Florida Department of Environmental Protection (FDEP) permit; and, optionally, the removal and proper disposal off-site of all litter and debris from the stormwater ponds identified in **Attachment #1**.

- b. Control of Aquatic Plant, Algae, and Nuisance Vegetation Species. The scope of services covered by this Contract shall be as defined within (Scope of Work Bid Item No. 1) and shall be inclusive of yet not limited to, control, using herbicide chemicals, of all blue green algae, cattails, hydrilla, hyacinth, bladder wart and any other aquatic and nuisance vegetation that may arise as problematic and be defined or referenced as a nuisance species or exotic aquatic plant by the FDEP or St. Johns River Water Management District. (Note: Contractor shall assure and guarantee that application of any and all chemical treatment applications in control of nuisance species aquatic vegetation shall not result in harm or damage to the Littoral Zone aquatic planting species located at Ceres Ponds 1, 2, and 3). Bid Item No. 1
- c. **Replacement of Littoral Zone Plantings.** If required under Paragraph 1.j., the successful Contractor shall provide all necessary personnel and equipment necessary to plant, maintain, and warranty new littoral zone plantings in Ceres Ponds 1, 2, and 3 at the Ceres Terminal.
- d. Removal and Disposal of Stormwater Pond Litter and Debris (As Needed Basis). The scope of services covered by this Contract shall be as defined within (Scope of Work Bid Item No. 2) and shall be inclusive of yet not limited to, live or dead vegetation from within the limits and extents of the stormwater ponds identified in Attachment #1. All litter and debris must be removed and disposed of in a proper manner off-site. Inclusive in this effort shall be litter and debris removal from any and all Stormwater Management Facilities collection and conveyance structures located within the limits and extents, keeping all structures clean and clear of all sediment, trash, debris and litter for maintaining unimpeded operation of the system (Bid Item No. 2).
- e. Monthly Reporting and Invoicing. The successful Contractor shall prepare and provide JAXPORT BIMT/DPMT and TMT Terminal Operations Managers and/or designees and the Manager, Environmental Compliance with monthly Service Reports documenting completed Stormwater Pond and Drainage Ditch Operations and Maintenance Activities in conjunction with invoice payment requests. These reports shall be in a format to be approved by the BIMT/DPMT and TMT Terminal Operations Managers but at a minimum will include pond(s) and ditches worked, contract tasks worked on and/or completed, dates of service, weather, number of personnel, equipment used, and any problems encountered. The Contractor shall provide the reports in electronic (PDF) format. Failure to include Monthly Reports with Invoices will cause delay of payment.
- f. **Contract Duration.** It is the intent of this Contract to provide JAXPORT with the Stormwater Pond and Drainage Ditch Operations and Maintenance services described in this document for a base period of one (1) year with four (4) additional one (1) year options, made at the sole discretion of JAXPORT, based on vendor performance and adherence to terms and conditions of the contract.

#### PRE-BID CONFERENCE & OPTIONAL SITE VISIT

A Pre-Bid Conference will be held on <u>FRIDAY</u>, <u>JUNE 23</u>, <u>2023 at 10:00 AM (EST)</u>, via "ZOOM". Attendance by a representative of each prospective bidder is encouraged. An optional site visit will be scheduled on a per request basis.

#### PRE-BID CONFERENCE ZOOM MEETING INFORMATION:

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

https://us02web.zoom.us/j/83762264429?pwd=TDMySHIGVENaY1NFN3Zxd09SUnJGQT09

**MEETING ID:** 837 6226 4429

**PASSCODE:** 374393

#### **QUESTIONS & ADDENDUM**

Any questions regarding this RFQ should be directed to **Jerrie Gunder**, **Contract Specialist** at <a href="mailto:jerrie.gunder@jaxport.com">jerrie.gunder@jaxport.com</a> or submitted through E-Builder. Answers to questions will be released on an Addendum, which will be posted on JAXPORT's website under Active Solicitations at <a href="https://www.jaxport.com/procurement/">https://www.jaxport.com/procurement/</a> and emailed to all known prospective bidders registered in E-Builder.

The deadline for questions will be TUESDAY, JUNE 27, 2023 by 9:00 AM (EST).

#### SMALL EMERGING BUSINESS (SEB) PARTICIPATION

It is the policy of JAXPORT to require the inclusion of firms owned and controlled by Jacksonville Small Business Enterprises (JSEBs), Disadvantaged Business Enterprise (DBE), Small Business Administration Certified Firms (SBA), Women Business Enterprise (WBE) and Minority Business Enterprises (MBEs) in contract awards and projects whenever feasible. This policy is consistent with the mandate of the United States Department of Transportation, as set out in Title 49 of the Code of Federal Regulations, Part 26. The Authority has determined this service contract will be **0% SEB**.

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

The Contractor will be liable for any damages to or loss (including theft) of JAXPORT property, or its tenants, caused by the Contractor's negligent performance of any of the services furnished under this contract.

#### **AWARD**

JAXPORT prefers to award this contract to the responsive, responsible bidder offering the lowest price, **Bid Item No. 1 – Annual Cost**, consistent with meeting all specifications, terms and conditions set forth in this RFQ. No award will be made until all necessary inquiries have been made into the responsibility of the lowest conforming bidder, and JAXPORT is satisfied that the bidder is qualified to do the work and has the necessary experience, organization, and equipment to perform under the terms of the contract.

JAXPORT reserves the right to accept and/or reject any or all bids, in whole or in part. There is no obligation to award to the lowest quoted offer; JAXPORT reserves the right to award 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.

#### **CERTIFICATION/BIDDER QUALIFICATIONS**

Bidder must be a qualified and licensed Bidder and have current experience in providing the types of services required under this RFQ. The contractor must supply a copy of the company's Occupational License. The contractor must have been in business for "Aquatic Plant, Algae, and Nuisance Vegetation Control' for a minimum of five (5) years ending March 31, 2023. The contractor must provide a minimum of three current commercial references, including company name, contact person's name and company phone number.

The contractor must become fully aware of the specifications provided in this RFQ. Failure to do so will not relieve a successful Bidder of its obligation to furnish "Aquatic Plant, Algae, and Nuisance Vegetation Control" at the bid prices and in accordance with the terms and conditions of this RFQ.

#### **RESPONSIBLE BIDDER CRITERIA**

In considering the responsibility of Bidders, JAXPORT will examine the following factors:

- A. Quoted Total Price
- B. Degree of experience in required disciplines and references from customers.
- C. Number of years in business for "Aquatic Plant, Algae & Nuisance Vegetation Control" services.
- D. Adherence to specifications listed on this RFQ.

With your quote, please submit a copy of your Company's Occupational License and three (3) references for companies where you have performed similar services within the last three (3) years. Include the contact person's name, name of company, phone number, and email address for each reference.

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

#### **INSURANCE**

Insurance certificates are <u>only</u> required from the awarded Bidder (Awardee). Prior to the execution of this contract, the Awardee will need to provide a Certificate of Insurance (COI) which meets the below requirements. If the insurance is purchased from more than one provider, than the Awardee may need to supply more than one COI.

A. Without limiting its liability under the contract, the Awardee will obtain and maintain at its sole expense during the life of the contract, insurance of the types and in the minimum amounts of insurance (inclusive of any amounts provided by an umbrella policy) shall be as follows:

#### 1. Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act, or any other coverage required by the contract documents, which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

- \$500,000 (Each Accident)
- \$500,000 (Disease-Policy Limit)
- \$500,000 (Disease-Each Employee)

#### 2. Commercial General Liability

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

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury, Each Occurrence	\$1,000,000
Bodily injury and Property Damage (each occurrence)	\$1,000,000

Owner shall be included as an additional insured under the CGL policy for both ongoing and completed operations. ISO additional insured endorsement CG 20 10 10/1 addition date (for ongoing operations) and CG 20 37 10/1 addition date (for completed operations), or substitute endorsements providing equivalent coverage, will be attached to Contractors CGL.

#### 3. Business Auto Policy

ISO Form Number CA 00 01 covering any auto (code 1), or if contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than \$500,000 per accident for bodily injury and property damage.

Failure of Contractor to maintain the required insurance shall constitute a default under this Agreement and, at Owner's option, shall allow Owner to terminate this Agreement.

#### 4. Umbrella Liability

\$1,000,000 per Occurrence

Minimum underlying coverages shall include Commercial General Liability, Automobile liability and Contractors Pollution Liability.

The umbrella coverage will have drop down insurance coverage.

The contractor's CGL coverage will be primary and non-contributory.

A waiver of subrogation is required for Workers Compensation, GL, and Auto Liability. Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any of the policies of insurance maintained pursuant to this Subcontract. Provide the risk manager with a blanket waiver of subrogation endorsement certificate.

Prior to commencing Work, Contractor shall furnish Owner with certificates of insurance, and copies of additional insured endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

<u>Cross-Liability Coverage</u> If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

<u>Subcontractor's' Insurance.</u> Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified in this agreement. When requested by Owner, Contractor shall furnish to Owner copies of certificates of insurance evidencing coverage for each subcontractor.

No Representation of Coverage Adequacy by requiring the insurance as set out in this Agreement, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to Owner in this Subcontract.

If the Contractor/Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor/consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

- B. JAXPORT requires a waiver of subrogation endorsement for all insurance coverages listed. 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 contract and will be for full coverage without any deductibles and/or retentions subject to approval by JAXPORT.
- 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-Contractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Sub-Contractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Company shall submit Sub-Contractors' Certificates of Insurance to JAXPORT prior to allowing Sub-Contractors to perform work on JAXPORT's job sites.

#### **RESPONSE TIME**

Submit quotes no later than THURSDAY, JULY 6, 2023 by 2:00 PM (EST) to the attention of Jerrie Gunder, Contract Specialist, "EITHER" by Email to <a href="Jerrie.Gunder@jaxport.com">Jerrie.Gunder@jaxport.com</a> ~or~ by Fax Number at (904) 357-3077. Please select only one (1) of the submittal options, multiple submittals will be rejected. JAXPORT no longer accepts any bid packages submitted by Mail or Hand-Delivery.

After the above stated response deadline, all timely submittals will receive a confirmation email of receipt. Any Quotes received after the above stated time and date will not be considered. It is the sole responsibility of the Bidder to have its quotes submitted to JAXPORT as specified herein on *or* before the above deadline.

#### **PRICES**

Prices offered shall be firm for no less than one (1) year period starting August 1, 2023. At the sole discretion of JAXPORT the contract may be extended for up to four (4) additional one (1) year periods. Upon receipt of a renewal request or within 30-days of the anniversary date of the award, JAXPORT will consider an increase or decrease in rate/price if the Awardee submits a written request for escalation or notice of de-escalation prior to the start of the renewal period.

The request must include a brief description of the services, the new rate/price, and a justification for the request with supporting documentation. If the request for escalation or de-escalation is approved by JAXPORT, the new rate/price will remain firm for the duration of the renewal period.

JAXPORT reserves the right to grant, decline or reduce any request for escalation or de-escalation with or without cause. Any decision by JAXPORT to grant, decline or reduce a request for rate/price adjustment will be at the sole discretion of JAXPORT and its decision shall be final.

#### **INVOICES**

All invoices must include at minimum a description, address/location, date of service and total invoice cost. The Contractor shall provide the reports in electronic (PDF) format. Failure to include Monthly Reports with invoices will cause delay of payment.

A. All invoices will reference Contract RFQ # 23-AMS. Submit an electronic copy via email to:

accounts.payable@jaxport.com

~ or ~

mail the original and one copy 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.
- C. The Awardee will be required to submit a <u>monthly invoice</u> along with supporting documentation. The invoice will be reviewed by the appropriate JAXPORT personnel and if correct, then processed for payment.

#### **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.

#### <u>Transportation Worker Identification Credential (TWIC)</u>

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 preenrollment process can be initiated online at <a href="https://universalenroll.dhs.gov/">https://universalenroll.dhs.gov/</a> or at an IdentoGo TSA's Universal Enrollment Service Center.

#### **TWIC: Universal Enrollment Centers**

The Jacksonville Universal Enrollment Center is located at: 2121 Corporate Square Blvd. Building A, Suite 165, Jacksonville, FL 32216. The office hours are Monday-Friday: 09:00AM–11:00AM / 12:00PM- 6:00 PM, 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 9620 Dave Rawls Blvd. Jacksonville FI. 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 Wednesday (10AM, 2PM & 5PM) at JAXPORT's Access Control Building. Contact the JAXPORT Access Control Center to arrange for the training. JAXPORT will work with Contractors to conduct timely Maritime Security Training classes for larger groups.

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

#### **TWIC Escort Provisions**

To ensure contractors can begin work after they receive a Notice to Proceed, JAXPORT will allow prime contractors to have dedicated employee TWIC Escort(s) to handle those contractor employees who have not yet received their TWIC. Escorted employees must have a TWIC receipt validated by Access Control to receive a temporary JAXPORT Business Purpose credential.

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 <a href="mailto:accesscontrol@jaxport.com">accesscontrol@jaxport.com</a>. 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. <a href="mailto:These authorized individual(s)">These authorized individual(s)</a> must have no <a href="mailto:collateral duties that will separate the escort from the escorted visitor while serving as escort.">as escort</a>. 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 <u>individual is continuously accompanied while</u> 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 <u>side-by-side companion</u> or monitoring, depending upon where the escorted individual will be granted access. <u>Individuals without TWIC may not enter restricted areas without having an individual who holds a TWIC as a side-by-side companion</u>.

#### **JAXPORT TWIC ESCORTS**

JAXPORT may provide TWIC escorts at Tariff rate 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 are published in JAXPORT's Tariff Schedule. Current rates are: **Mon.-Fri., 7:00AM until 6:00PM -** Subject to two hour minimum \$125.00 first two hours; \$125.00 each additional two-hour block thereafter.

**After 6:00PM until 7:00AM, weekends, holidays** - Subject to two hours minimum \$250.00; \$125.00 each additional two-hour block thereafter.

#### Examples:

- 1. One TWIC Escort for an 8-hour day is \$501.00 (= 4 TWIC Credentials)
- 2. One TWIC Escort for 1 to 5-day work week is \$2,505.00 (= 20 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.

#### WITHDRAWAL OF QUOTES

Any quote may be withdrawn by written request of the Bidder until the date and time established herein for opening of the quotes. Any quotes not timely withdrawn will, upon opening, constitute an irrevocable offer for a period of 90 days (or until one or more of the quotes have been duly accepted by JAXPORT, whichever is later).

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#### QUOTE FORM

## REQUEST FOR QUOTE 23-AMS AQUATIC PLANT, ALGAE & NUISANCE VEGETATION CONTROL SERVICES

#### BIDDER'S NAME:

The Jacksonville Port Authority (JAXPORT) is seeking a qualified and licensed firm to provide monthly inspections and treatment to control the growth of algae, submerged, floating, emerged and emergent nuisance species to include cattails, border grass and brush control to water's edge for twenty-one (21) JAXPORT Stormwater Ponds: twelve (12) located at Blount Island Marine Terminal (BIMT); eight (8) located at Dames Point Marine Terminal (DPMT); and one (1) located at Talleyrand Marine Terminal (TMT). Additionally, monthly inspections and treatment for nuisance species are to be conducted at two (2) shallow drainage ditches associated with Talleyrand Marine Terminal properties.

JAXPORT does not guarantee any number of locations for Aquatic Plant, Algae, and Nuisance Vegetation Control services. JAXPORT, without invalidating the RFQ, reserves the rights to order extra work or make changes by altering, adding or deleting locations as needed and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated price.

\* Submitted price must include all costs associated with fuel surcharges, environmental fees and any other related charges. Failure to provide a "MONTHLY COST" will be cause for rejection of submitted quote.

BID ITEM NO. 1			
DESCRIPTION	U/M	MONTHLY COST	ANNUAL COST
INITIAL YEAR 1 – Nuisance Species Vegetation Control	12	\$	\$

BID ITEM NO. 2 (AS NEED BASIS)		
DESCRIPTION	U/M	UNIT PRICE PER EACH (POND)
Litter and Debris Removal	1	\$

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

#### **ACKNOWLEDGEMENT**

Acknowledgement of	f the following	addenda is	hereby made
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Addendum No 1:	Date:	Blader's Init.:
Addendum No 2:	Date:	Bidder's Init.:

#### **Acknowledgement of Authorized Agent:**

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

Date:				
Company Name:				
Bidder is a (check one):			ership	_ 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:	Sta	ite:	Zip Code:	· · · · · · · · · · · · · · · · · · ·

The Bidder should carefully review the submittal requirements in this RFQ. The following checklist is provided for convenience. The following items <u>must</u> be submitted with the Quote Form:

- Quote Form (page 16)
- Name, phone number and email address for three (3) commercial references
- Number of years in business for providing same services: years.
- Evidence that the company is licensed to do business in the State of Florida
- Authorized Agent Acknowledgement
- Acknowledgement of Addenda, if any
- Conflict of Interest Certificate (Exhibit "A")
- Sworn Statement of Public Entity Crimes (Exhibit "B")
- E-Verify Compliance Form (Exhibit "C")

Return responses no later than THURSDAY, JULY 6, 2023 by 2:00 PM (EST)

"Either" by Email ~OR~ Fax to the attention:

Jacksonville Port Authority
Jerrie Gunder, Contract Specialist
Procurement Services

Jerrie.Gunder@jaxport.com

~ or ~

Fax Number: (904) 357-3077

#### **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**

specifications has a material fin-	ancial interest in this company.	
Signature	Company Name	
Name of Official (type or print)	Business Address	s
	City, State, Zip Co	Code
	SECTION II	I
(in excess of 5%) in this com	pany have filed Conflict of Inter	nd/or employee(s) having material financial interest(serest Statements with the JAXPORT Office of the 2206, prior to the time of bid opening.
Name	Title or Position	Date of Filing
Signature	Company Name	
Print Name of Certifying Officia	Business Address	s
	City, State, Zip Co	Code
PUBLIC OFFICIAL DISCLO	SURE	
	nitted or at the time that the public	rest in a bid or contract make a disclosure at the tim lic official acquires a financial interest in the bid o
Public Official		
Position Held		
Position/Relationship with Bidd	er	

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#### EXHIBIT B

### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), <u>FLORIDA STATUTES</u>, 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.

Th	is 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)
wł	nose business address is
an	d (if applicable) its Federal Employer Identification Number (FEIN) is
(If	the entity has no FEIN, include the Social Security Number of the individual signing
thi	s 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.

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Based on information and belief, the statement which I is submitting this sworn statement. (Indicate which statement	
· · · · · · · · · · · · · · · · · · ·	nor any of its officers, directors, executives, partners tive in the management of the entity, nor any affiliate
The entity submitting this sworn statement, or one shareholders, employees, members, or agents who are act the entity has been charged with and convicted of a public	
The entity submitting this sworn statement, or one shareholders, employees, members, or agents who are act the entity has been charged with and convicted of a publ there has been a subsequent proceeding before a He Administrative Hearings and the Final Order entered by public interest to place the entity submitting this sworn st of the final order)	ic entity crime subsequent to July 1, 1989. However aring Officer of the State of Florida, Division of the Hearing Officer determined that it was not in the
I UNDERSTAND THAT THE SUBMISSION OF THI FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGIENTITY ONLY AND, THAT THIS FORM IS VALID THE YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND PUBLIC ENTITY PRIOR TO ENTERING INTO A CO	RAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC HROUGH DECEMBER 31 OF THE CALENDAR ND THAT I AM REQUIRED TO INFORM THI
AMOUNT PROVIDED IN SECTION 287.017, FLORIDA CHANGE IN THE INFORMATION CONTAINED IN TI	<u>A STATUTES</u> FOR CATEGORY TWO OF ANY
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#### **EXHIBIT C**

#### ACKNOWLEDGEMENT AND ACCEPTANCE OF E-VERIFY COMPLIANCE

#### E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

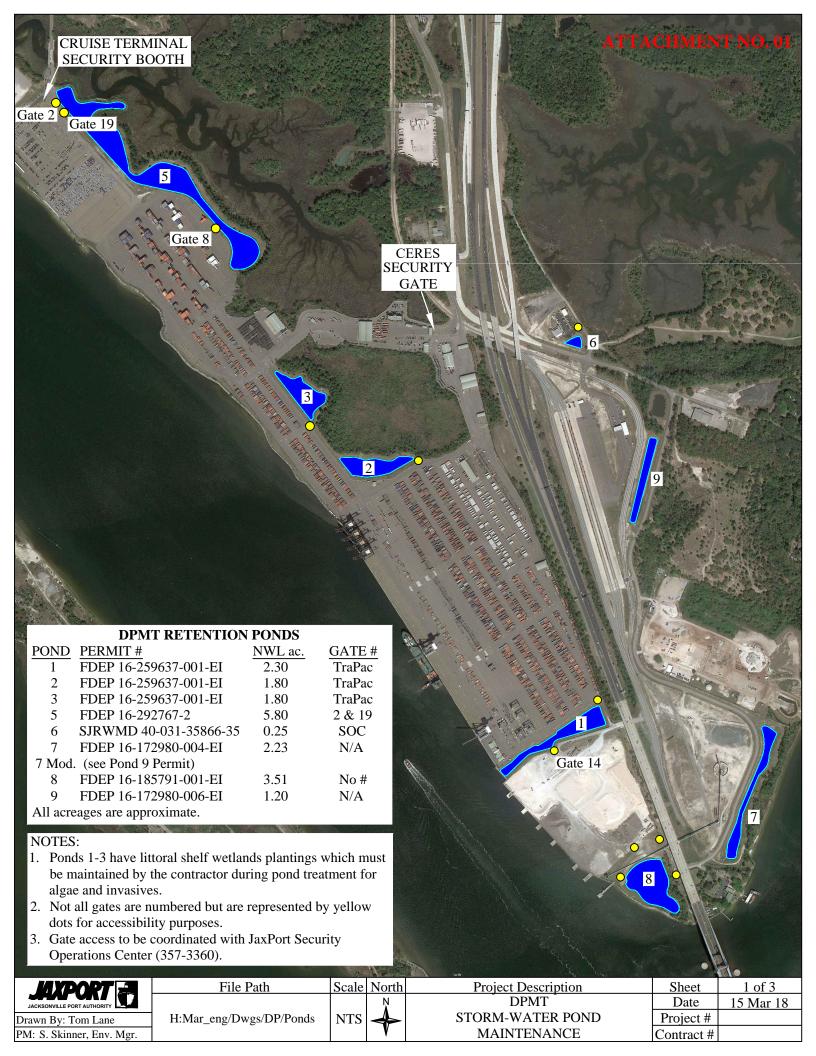
In accordance with the Governor of Florida, Executive Order Number 11-02 (Verification of Employment Status), whereas, Federal law requires employers to employ only individuals eligible to work in the United States; and whereas, the Department of Homeland Security's E-Verify system allows employers to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

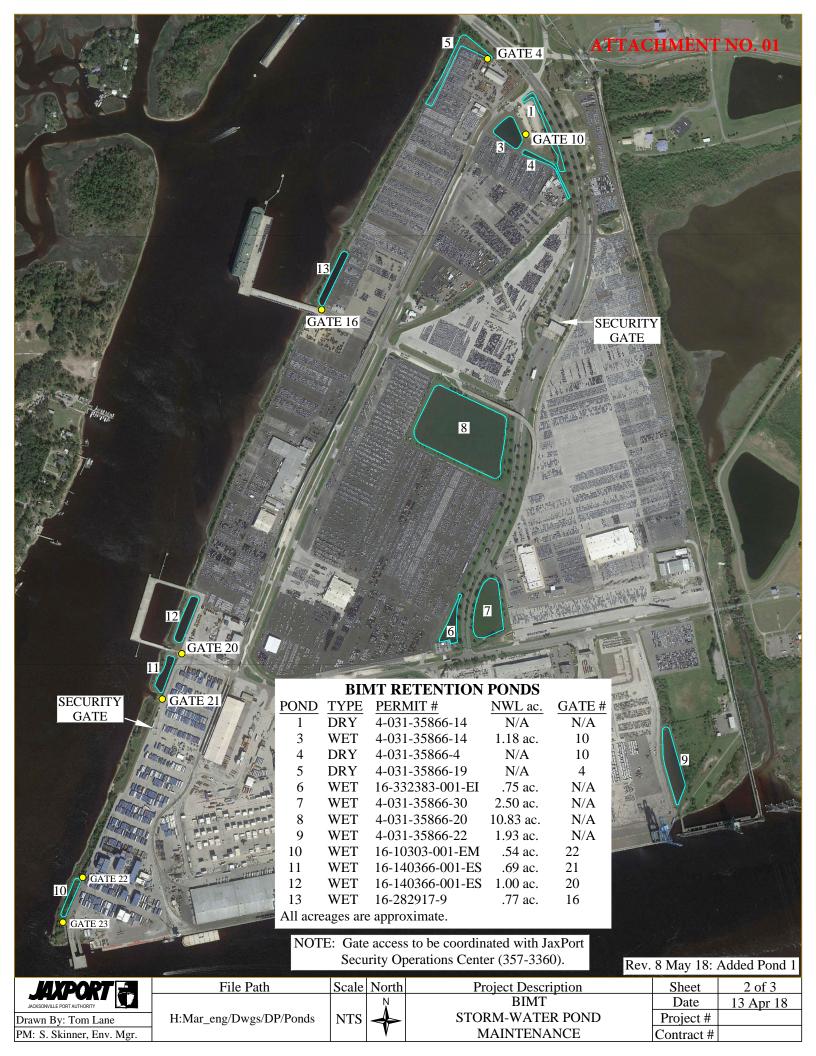
The Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract. Contractors must include in all subcontracts the requirement that all subcontractors performing 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.

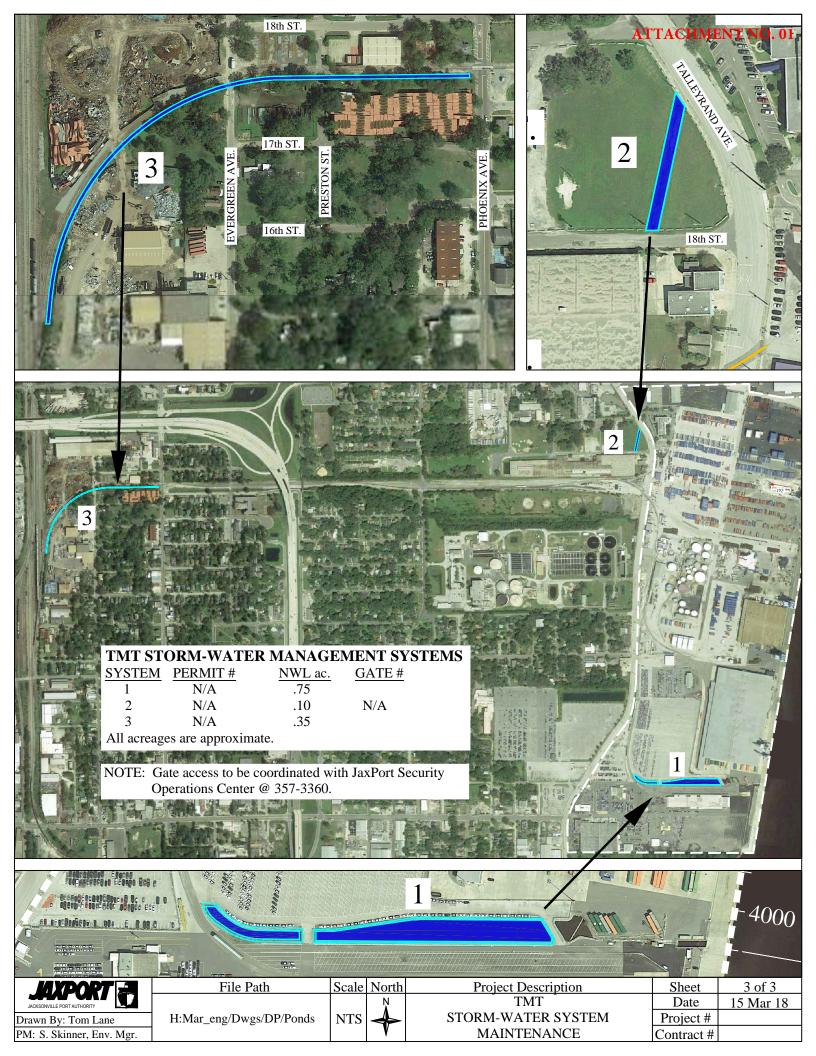
By signing below, I acknowledge that I have reviewed, accept and will comply with the regulations pertaining to the E-Verify program.

Company Name	Name of Official (Please Print)	
Signature of Principal	Title	Date

RFP 23-AMS E-VERIFY









#### CRUISE SCHEDULE FOR JANUARY 2023 THROUGH APRIL 2024

**CARNIVAL CRUISE LINES ELATION** - Carnival Cruise Lines 2,190-passenger ship Carnival Elation offers year-round service from Jacksonville, Florida. The ship offers four-day and five-day cruises to the Bahamas. The Carnival Elation sails from the JAXPORT Cruise Terminal located at 9810 August Dr., Jacksonville, FL 32226.

	January-2023								February-2023							March-2023								April-2023							
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	May-2023								June-2023							July-2023								August-2023							
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7	8	9	10	11	12	13		4	5	6	7	8	9	10		3	4	5	6	7	8	9		7	8	9	10	11	12	13	

The cruise days are:

15 16

22 23 24 25 26

29 30 31

28

17

18 19 20

- Mondays & Saturdays (5-day cruise)
- Thursdays (4-day cruise)
- Special (Sat-Sat 7-day cruise)
- Dry Dock (Freeport Yard), The Bahamas

13 | 14 | 15 | 16 | 17

28

29

12

18 19 20 21 22 23 24

25 26 27

**CARNIVAL CRUISE LINES** – anticipates that the Carnival Elation will continue to operate on a year-round program with the same schedule rotation and destinations for 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> years as shown above, unless otherwise noted. Updated schedules can be obtained from <u>JAXPORT.com/Cruise</u> or <u>Carnival.com</u> per year.

11 12 13

27

26

17 18 19 20 21 22

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23

16 | 17 | 18 | 19

15

21 22 23 24 25 26 27

28 29 30

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