

# REQUEST FOR PROPOSAL

RFP No. 23-06



## GROUNDWATER RECOVERY SYSTEM OPERATIONS & MAINTENANCE SERVICES

**PRE-PROPOSAL CONF:**

**TUESDAY, AUGUST 15, 2023 AT 10:00 AM (EST)**

**RFP DUE DATE:**

**WEDNESDAY, SEPTEMBER 6, 2023 by 2:00 PM (EST)**

**Jerrie Gunder, Contract Specialist**

[Jerrie.Gunder@JAXPORT.com](mailto:Jerrie.Gunder@JAXPORT.com)

PROCUREMENT SERVICES

2831 Talleyrand Avenue, Jacksonville, Florida 32206

[JAXPORT.com/procurement/active-solicitations](https://JAXPORT.com/procurement/active-solicitations)

**REQUEST FOR PROPOSAL 23-06**

**GROUNDWATER RECOVERY SYSTEM  
OPERATIONS & MAINTENANCE SERVICES  
FOR THE JACKSONVILLE PORT AUTHORITY**

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## **REQUESTS FOR DISTRIBUTION SHEETS**

Copies of the Request for Proposal (RFP) distribution records may be requested by contacting Procurement Services.

## **SUBMISSION OF PROPOSALS**

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

## **PROPOSAL OPENING PROCEDURES**

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

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

Proposers desiring a copy of the unofficial tabulation sheet from Procurement Services, which will contain only the items considered necessary by JAXPORT, may request a copy be sent to them by facsimile or email, thirty (30) days after the proposal opening date. Proposers wishing to view proposals 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](mailto: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 Proposers will be notified of the intent to award the contract after action by the Jacksonville Port Authority Awards Committee.

## **COMMUNICATION WITH JAXPORT DURING SOLICITATION PROCESS**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any JAXPORT employee concerning any aspect of this solicitation, except in writing to the procurement director or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

## REQUEST FOR PROPOSAL 23-06

### GROUNDWATER RECOVERY SYSTEM OPERATIONS AND MAINTENANCE SERVICES FOR THE JACKSONVILLE PORT AUTHORITY

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A **PRE-BID CONFERENCE** will be held at **10:00 AM (EST)** on **TUESDAY, AUGUST 15, 2023** via “**ZOOM Meeting**” under **MEETING ID: 852 8712 6194** and **PASSCODE NO: 686425**.

Proposals will be received by the Jacksonville Port Authority (JAXPORT) via E-Builder Electronic Bid Submission until **2:00 PM (EST)**, on **WEDNESDAY, SEPTEMBER 6, 2023**, at which time they will be opened publicly via “**ZOOM Meeting**” under **MEETING ID: 862 8387 7244** and **PASSCODE NO: 545814**.

All Proposals must be submitted in accordance with the Specifications of Proposal Number **23-06**, which may be accessed from our website:

<https://www.jaxport.com/procurement/>

**Jacksonville Port Authority**  
**Procurement Services**  
**(904) 357-3455**

# ARTICLE I

## INSTRUCTIONS TO PROPOSERS

### 1.01 GENERAL INFORMATION

The Jacksonville Port Authority (JAXPORT) is soliciting proposals from qualified and licensed companies to provide **GROUNDWATER RECOVERY SYSTEM OPERATIONS AND MAINTENANCE SERVICES** for the former Armour Fertilizer Facility (*currently occupied by Southeast Toyota Distributors and Seaonus Stevedoring, LLC*), located at Talleyrand Marine Terminal (TMT), Jacksonville FL 32206. All employees assigned to work under this contract will be required to have a TWIC Badge for access to certain areas of the Port and its Marine Terminals.

### 1.02 PRE-PROPOSAL CONFERENCE / OPTION SITE VISIT

To ensure that all Proposers are fully informed of the requirements for this contract, a Pre-Proposal Conference will be held at **10:00 AM (EST)** on **TUESDAY, AUGUST 15, 2023** via “Zoom Meeting” as noted below. An optional site visit of the former Armour Fertilizer Facility at TMT will be scheduled on a per request basis.

#### **PRE-PROPOSAL “ZOOM” MEETING:**

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

<https://us02web.zoom.us/j/85287126194?pwd=blBYXhJRkUraGtUSzZzNVlYbUZEZz09>

MEETING ID: 852 8712 6194

PASSCODE: 686425

### 1.03 RECEIPT AND OPENING OF PROPOSALS

JAXPORT will receive proposals until **WEDNESDAY, SEPTEMBER 6, 2023** at **2:00 PM (EST)** from companies licensed, qualified and interested in providing **GROUNDWATER RECOVERY SYSTEM OPERATIONS AND MAINTENANCE SERVICES**, as per specifications listed in this RFP. These proposals will be publicly opened via “ZOOM Meeting” at the stated time and date listed above.

#### **PUBLIC OPENING “ZOOM” MEETING:**

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

<https://us02web.zoom.us/j/86283877244?pwd=dkwwZjZZdUlhNndqNm5pU0swVHByQT09>

MEETING ID: 862 8387 7244

PASSCODE: 545814

### 1.04 DELIVERY OF PROPOSALS

Proposals and all required supplemental material listed in Article III (*items to be submitted with Proposal Form*) must be electronically submitted in **PDF format only** through E-Builder. Proposal documents submitted through Email or Fax will not be accepted or considered. JAXPORT **no longer accepts any bid packages submitted by Mail or Hand-Deliveries**. Please visit the JAXPORT’s website at [www.jaxport.com](http://www.jaxport.com) for more information and updates.

The PDF file name should read **“RFP 23-06 or 23-06”** instead of the entire RFP title and company name. “How to Submit Your Bid Response in E-Builder” is provided as **“Attachment No. 9.”** 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>

**Proposals must be submitted prior to 2:00 PM (EST), on WEDNESDAY, SEPTEMBER 6, 2023. The E-Builder submit button will deactivate exactly at 2:00:00 PM EST and you will not be permitted to submit your proposal regardless of where you are in the process. Please plan accordingly.**

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

### **1.05 CONTRACT DOCUMENTS**

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

### **1.06 EXAMINATION OF CONTRACT DOCUMENTS**

The Proposer is required to carefully examine the sites of the work and the Contract documents. It will be assumed that the Proposer 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 PROPOSERS**

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

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

### **1.08 QUESTIONS & ADDENDUM**

Any questions regarding this Request for Proposals (RFP) should be directed to **Jerrie Gunder, Contract Specialist** and submitted either by email to [jerrie.gunder@jaxport.com](mailto:jerrie.gunder@jaxport.com) or submittal through E-Builder. Answers to questions will be released on an Addendum directed to all known prospective proposers registered in the E-Builder's website and advertised on JAXPORT's website under Active Solicitations at <https://www.jaxport.com/procurement/>

**The deadline for questions will be MONDAY, AUGUST 21, 2023 BY 9:00 AM (EST).**

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

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 proposers. However, it is the responsibility of each Proposer, before submitting its Proposal, to contact Procurement Services at (904) 357-3455 to determine if any Addendum have been issued and to make such Addendum a part of its Proposal. Only the interpretation or correction so given by JAXPORT in writing will be binding, and prospective proposers are advised that only JAXPORT will give information concerning, or will explain or interpret the RFP Documents.

## **1.09 PREPARATION OF PROPOSAL**

- A. Proposal will be submitted via E-Builder Electronic Bid Submission per the attached Proposal Form (Article III). All blank spaces must be complete and all the item fields acknowledged prior to submittal. Only the Proposal Form and applicable additional information should be submitted. ***DO NOT SCAN AND SUBMIT ANY OTHER PORTIONS OF THE ORIGINAL JAXPORT PROPOSAL PACKAGE.***
- B. The uploaded Proposals shall contain any information thought to be relevant, but not applicable to the enumerated scope of services, should be provide as an Appendix to the Proposal. If publications are supplied by a Proposer, the Proposal should include reference to a document number or page number of that Appendix material. Proposals not providing this reference will be considered to have no additional material to be considered during the evaluation process.
- C. An authorized representative shall sign the proposal. If an individual makes the Proposal, he or she must sign his or her name therein and state his or her address and the name and address of every other person interested in the Proposal as principal. If a firm or partnership makes the Proposal, the name and address of each member of the firm or partnership must be stated. If a corporation makes the Proposal, an authorized officer must sign the Proposal or agent, subscribing the name of the corporation with his or her own name and affixes the Corporate Seal. Such officer or agent must also state the name of the State, under which the corporation is chartered, and the names and business address of the President, Secretary and Treasurer. If applicable, also provide evidence of registration with the Secretary of State of the State of Florida for doing business in the State of Florida.
- D. Failure to submit all information requested will result in a proposal being considered “non-responsive,” and therefore will be rejected.

## **1.10 RESPONSIBLE PROPOSER CRITERIA**

In considering the responsibility of Proposers, JAXPORT will examine the following factors. Evaluation Criteria should be submitted in sufficient detail to allow proper evaluation of all proposals.

- A. Proposed Rates (Task 1-5) for initial period of three (3) years - ***(Max 35 Points)***
- B. Qualifications & Experience in Remedial Corrective Actions Implementation - ***(Max 20 Points)***
- C. Qualifications & Experience of Primary Leads Assigned to Project - ***(Max 15 Points)***
- D. Past & Present Performance on Similar Projects during last five (5) years - ***(Max 20 Points)***
- E. Office Location of the Proposed Project Team - ***(Max 10 Points)***

## **1.11 MINIMUM REQUIREMENTS**

- A. The company or the owners of the company must have been primarily in the industrial/commercial GROUNDWATER RECOVERY SYSTEM OPERATIONS AND MAINTENANCE SERVICES business for a minimum of five (5) years ending **September 30, 2022**, and must have worked on similar contracts in size and complexity, specifically with geographically separate facilities in the past. Describe GROUNDWATER RECOVERY SYSTEM OPERATIONS AND MAINTENANCE SERVICES industrial/commercial experience and number of years.
- B. At the time of proposal submittal, proposer must: 1) Show evidence of possessing adequate industrial/commercial equipment including service vehicles to meet JAXPORT’s performance standards. 2) Show evidence of having in their employ a sufficient number of qualified supervisors and service personnel, considered necessary to produce the desired quality of work and to adequately meet the needs of JAXPORT.
- C. Qualifications and Experience of designated Service Technicians that will be assigned to JAXPORT
- D. At the time of proposal submittal, Proposer must submit valid copies of business license and permits necessary to perform scope of work, listed on Article IV of this RFP.



- E. Provide three (3) relevant references in which your company provided industrial/commercial GROUNDWATER RECOVERY SYSTEM OPERATIONS AND MAINTENANCE SERVICES within the last five (5) years. Include name of company or the owners, contact name, contact email and phone number.
- F. Proposed prices in accordance with specifications, terms and conditions of this RFP.
- G. Other matters that may influence the ability of the Proposer to perform the Contract.

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

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

#### **1.12 WITHDRAWAL OF PROPOSAL**

Any Proposal may be withdrawn by written request of the Proposer until the date and time set above for opening of the Proposals. Any Proposal not so withdrawn will, upon opening, constitute an irrevocable offer for ninety (90) days (or until one or more of the Proposals have been duly accepted by JAXPORT, whichever is earlier) to provide JAXPORT the services set forth in the attached specifications. JAXPORT action on Proposal normally will be taken within sixty (60) days of opening; however, no guarantee or representation is made as to the time between the proposal opening and the subsequent JAXPORT action.

#### **1.13 DISQUALIFICATIONS OF PROPOSERS**

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

- A. Submission of more than one proposal for the same work by an individual, firm, partnership or corporation under the same or different names. If a company has more than one division, only one Proposal may be submitted for the company.
- B. Evidence of collusion among Proposers.
- C. Incomplete work for which the Proposer is committed by contract which, in the judgment of JAXPORT, might hinder or prevent the Proposer with complying with the requested scope of services under this Contract if awarded to such Proposer.
- D. Being in arrears on any existing agreement with JAXPORT or having defaulted on a previous contract with JAXPORT. For purposes of this section, corporations, partnerships or companies, or firms or other business entities created for the purpose of shielding any individual, firm, Partnership Corporation, or other business entity from the application of this provision may be considered for disqualification.
- E. Items 'C' and 'D' above will be considered by JAXPORT after the opening of Proposals, and, if found to apply to any Proposer, JAXPORT will notify the Proposer that its Proposal will not be considered for an award of the Contract. The Proposer 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 Proposal documents, and any other requirements listed in Article III.
- G. Failure to disclose any disciplinary actions taken or pending against the firm within the past three (3) years.

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

#### **1.14 NON-WARRANTY OF RFP INFORMATION**

Due care and diligence have been exercised in the preparation of this RFP 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 proposals. JAXPORT and its representatives shall not be responsible for any error or omission in the RFP.



### **1.15 CONTINGENCY FEES PROHIBITED**

By submitting a proposal in response to this RFP, the Proposer warrants that it has not employed or retained a company or person, other than a bonafide employee or sub proposer, 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.

### **1.16 REJECTIONS OF IRREGULAR PROPOSALS**

Proposals will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate proposals or other irregularities of any kind. JAXPORT reserves the right to waive any non-conformance or irregularities of proposals, or to reject any or all proposals, in whole or in part, whenever such 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 Proposals, in whole or in part, and to waive any non-conformance or any other irregularities received in said proposal, to reject any and all request for proposals and to accept the proposal which in its judgment will be in the best interest of JAXPORT.

### **1.17 PUBLIC ENTITY CRIME**

Pursuant to Chapter 287 of the Florida Statutes, Proposers are required to complete and submit with their proposals a Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes. **Form PEC is provided as “Exhibit B”** for that purpose and must be included with the proposal form at the time proposals 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 proposal on a contract to provide any goods or services to a public entity;
- Submitting a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting proposals on leases of real property to a public entity;
- Being awarded or performing work as a Proposer, supplier, sub Proposer, or Proposer 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.

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

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

### **1.19 PROPOSERS REPRESENTATION AND AUTHORIZATION**

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

- The Proposer 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 proposal documents, the Proposer, 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.
- Proposer currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The proposal 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 Proposer or potential Proposer, nor they will not be disclosed before the solicitation proposal opening.
- The Proposer 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 Proposer will conform to the specifications without exception.
- The Proposer 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 Proposer, the Proposer agrees that it intends to be legally bound to the Contract that is formed with the JAXPORT.
- The Proposer 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 Proposer 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 proposal.
- All information provided by, and representations made by, the Proposer 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 proposal. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.
- That the Proposer 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 Proposer 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.

#### **1.20 E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION**

Proposers are required to complete and submit with their proposals an E-Verify Acknowledgement and Acceptance Form. **Form is provided as "Exhibit C"**. The successful proposer 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 proposers 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 proposer 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.

## **1.21 NON-DISCRIMINATION PROVISIONS**

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

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

## **1.22 PUBLIC MEETING REQUIREMENTS**

JAXPORT is required to comply with Section 286.011 of the Florida Statutes. Therefore, Evaluation Committee meetings and meetings of the Awards Committee are required to be held in public with sufficient notice made of the time and date of the meeting. All notices of public meetings are posted in the lobby of the Jacksonville Port Authority, 2831 Talleyrand Avenue, Jacksonville, FL 32206 and on JAXPORT's website at [www.jaxport.com](http://www.jaxport.com).

## **1.23 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](mailto:public.records@jaxport.com); JACKSONVILLE PORT AUTHORITY, PUBLIC RECORDS REQUEST, 2831 TALLEYRAND AVENUE, JACKSONVILLE, FLORIDA 32206.

## **1.24 PROTEST PROCEDURES**

Respondents shall file any protest regarding this RFP 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>

## **1.25 EX-PARTE COMMUNICATION PROHIBITED**

JAXPORT believes that any ex-parte communication concerning the solicitation, evaluation, and selection process denies all firms submitting proposals 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 proposal. 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 Proposers/Firms for the purpose of discussing this solicitation, evaluation, and selection process, including, but not limited to, substantive aspects of this RFP;
- 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;
- D. Contacts with appointed or elected officials of JAXPORT.

## **1.26 SMALL AND EMERGING BUSINESS (SEB) PARTICIPATION**

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.

Based upon the present availability of JSEB/DBE/SBA/MBE/WBE to perform the type of work required on this contract, the Authority has determined the participation goal established for this contract is 0% SEB Participation.

## **1.27 EXECUTION OF THE CONTRACT**

Within twenty (20) days after Notice of Award, the successful Proposer 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 Proposer, 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.

## **1.28 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 RFP.

## **1.29 ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of the Contract, the provisions of JAXPORT'S Request for Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) Amendments to Contract; 2) Contract **23-06**; 3) Addendum to Proposal; 4) JAXPORT'S Request for Proposal **23-06**; and 5) Proposer's Proposal.

## **1.30 VENUE**

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

**1.31 ENTIRE AGREEMENT**

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

**1.32 TAX EXEMPT**

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

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## ARTICLE II GENERAL CONDITIONS

### 2.01 DEFINITIONS

**JAXPORT** - The Jacksonville Port Authority.

**SEB** - Small and Emerging Business Enterprises.

**JSEB/DBE/SBA/MBE/WBE CERTIFICATIONS** – SEB certified categories are defined as Jacksonville Small and Emerging Business Enterprise (JSEB); Disadvantaged Business Enterprise (DBE); Small Business Administration Certified Firms (SBA); and Minority/Women Business Enterprise (MBE/WBE).

**PROPOSER** – Any individual, firm or corporation submitting a Proposal for the work contemplated.

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

**CONTRACT** - The Contract consists of the document labeled “Specifications for **GROUNDWATER RECOVERY SYSTEM OPERATIONS AND MAINTENANCE SERVICES** for the Jacksonville Port Authority”, **RFP 23-06** and any Addendum issued before the execution of the Contract; Proposer’s Proposal; and any Modification issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both Parties. The order of precedence of 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 Proposer. The Contracting Officer is the only individual authorized to make Contract modifications. The Contracting Officer will be the Director of Procurement Services.

**INSPECTOR** – 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 Services for JAXPORT.

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

### 2.02 SCOPE OF SERVICES

The services to be performed under this Contract is specified in Article IV, Scope of Services, with service tasks to be performed as specified. JAXPORT, without invalidating the Contract, reserves the rights to order extra work or make changes by altering, adding to, or deducting from the work, equipment and/or location(s), and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated fee(s). Changes in the work and/or location(s) and the contract fees may only be changed by prior written agreement executed by the parties with proper authorization to do so.

### 2.03 TERM OF CONTRACT

The term of the agreement for these services is intended to be for an **initial period three (3) years starting November 1, 2023 through October 31, 2026, with two (2) additional, one (1) year renewal options** made at the sole discretion of JAXPORT, based on vendor performance and adherence to all terms and conditions of this Request for Proposal.



## **2.04 AWARD OF CONTRACT**

This is an evaluated contract and JAXPORT intends to award a Contract to one (1) Proposer receiving the *highest* number of points by submitting the most responsive and responsible proposal that, when evaluated, is deemed to be in the best interest of both entities. JAXPORT will be the sole judge of which proposal is ultimately determined to be in their best interest and its decision will be final. Only those proposals received in a timely manner from Proposers who can provide evidence that they are fully competent, have the requisite experience, organizational and financial capabilities will be considered. JAXPORT reserves the right to accept or reject any or all proposals. JAXPORT assumes no obligation or commitment to make an award to any person or firm submitting a proposal.

At the discretion of JAXPORT's Evaluation Committee, selected Proposers that are determined to be best qualified based upon the evaluation of written responses, may be invited to make presentations of their experience and approach prior to final selection. Such interviews or presentations will be scheduled at JAXPORT's convenience. JAXPORT will not be liable for any costs incurred in connection with such interviews and/or presentations. JAXPORT is not required to contact a Proposer to obtain additional information to evaluate the Proposal.

JAXPORT will make an award based on a Proposer's ability to meet both entities needs and requirements. Factors used to evaluate each Proposer's response, as well as the weight attributed to each of the factors will vary for each category and as outlined on the Evaluation Criteria Matrix (RFP ATTACHMENT NO. 1).

## **2.05 ESCALATION / DE-ESCALATION**

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), the Awardee may submit in writing a request for price escalation/de-escalation. Price escalation/de-escalation adjustments will be limited to the lesser of two (2%) percent or the percentage increase/decrease in the Consumer Price Index (South Region) for the twelve-month period immediately preceding ninety (90) days before the expiration date of the contract. JAXPORT reserves the right to decline any price increase requested.

## **2.06 CERTIFICATION/PROPOSER QUALIFICATIONS**

Based upon the present availability of JSEB/DBE/SBA/MBE/WBE to perform the type of work required on this contract, the Authority has determined the participation goal established for this contract is **0% SEB Participation**. Proposer must be a qualified and licensed Firm and have current experience in providing the types of professional services required under this Request for Proposal (RFP). The Proposer must become fully aware of the technical specifications, failure to do so will not relieve a successful proposer 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 RFP.

## **2.07 PAYMENT**

A. All invoices will reference the Contract No. **23-06**. Invoice and all work related reports will be emailed to:

[accounts.payable@jaxport.com](mailto:accounts.payable@jaxport.com)

*or mail 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 CONTRACTOR**

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

B. The Contractor will begin the services as described in the Contract upon issuance of a written Notice to Proceed by JAXPORT.



- C. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of the work to be done, and for compliance with all terms and conditions of the Contract.
- D. The Contractor will remain liable for all damages to, or incurred by, JAXPORT caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- E. The Contractor represents that it's an independent contractor and not an employee of JAXPORT, nor are any of Contractor's employees performing services in furtherance of this Contract to be considered employees of JAXPORT. The Contractor is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Contractor will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Contractor.
- F. The Contractor will designate in writing a qualified person(s) to act as its representative. The Contractor's Representative(s) will have authority to act for the Contractor in all matters covered by this Contract. The Contractor's Representative(s) will be authorized to submit written estimates and any changes to these estimates, make joint inspections with JAXPORT Inspector at completion of the job and to provide detailed information on hours of labor to be charged and lists of material used on jobs, and will be available to meet with JAXPORT during the working hours of JAXPORT.
- G. The Contractor will comply with all provisions of the Contract, and will not commence any additional work without submitting a written estimate of charges to the designated JAXPORT Inspector. All charges over this estimate must be preapproved, in writing, by JAXPORT Inspector, or payment will only be made for only the original estimated amount.
- H. The Contractor will have a competent working supervisor on the job at all times when services are being performed, either the Contractor's Representative or another qualified person with full authority from the Contractor and who is satisfactory to JAXPORT. All supervisors must be thoroughly familiar with the Contract terms.
- I. All employees, supervisors, subcontractors and support personnel employed by the Contractor will be competent, trustworthy and properly trained and at least one person of each crew sent to the site must be a Journeyman that speaks English and have 5 years of experience. The Contractor and its employees will be required to comply with all the applicable regulations of JAXPORT. JAXPORT will require the Contractor to remove from JAXPORT property all employees deemed careless, incompetent, or otherwise objectionable and/or detrimental to JAXPORT'S interests.
- J. All company owned vehicles used by contractor will have the company's name/logo clearly visible and permanently affixed to the vehicle.
- K. For access to certain areas of the Port and its Marine Terminals, the successful contractor will be required to secure individual JAXPORT identification and Transportation Worker Identification Card (TWIC) badges for the designated Contractor's Representative and all employees assigned to work under this contract. The JAXPORT Badge is issued at no cost, and must be renewed annually.

## **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 Inspectors for this Contract. The list will be updated as necessary.
- B. JAXPORT will promptly notify the Contractor, or its designated representative(s), of any problem encountered during the Contract term and will arrange for a meeting to resolve issues.
- C. JAXPORT will provide timely processing of Contractor's invoices, if all the terms of the Contract have been met. In cases where Contract procedures were not followed, every attempt will be made to reach an agreement acceptable to both parties, but JAXPORT will not be liable for costs billed by the Contractor in violation of Contract terms.

**2.10 INDEMNIFICATION**

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

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

**2.11 INSURANCE**

Before starting and until acceptance of the work by JAXPORT, any contract resulting from this Request for Proposal will include the following provisions:

A. Without limiting its liability under the contract, the Proposer 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:

**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)

**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. CGL will include an endorsement to perform work within 50 feet of all JAXPORT’s railroads, bridges, trestle, tracks, roadbeds, underpass and crossings.

Note:

If any work is to be completed within 50 feet of railroad owned by CSX, then Contractor will need to purchase Railroad Protective Liability in the amount of \$5M per occurrence and \$10M in aggregate naming JAXPORT as the insured railroad and adding CSX as an additional insured.

**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 \$1,000,000 per accident for bodily injury and property damage.

### **Contractors Pollution Liability**

\$1,000,000 per loss, \$2,000,000 aggregate with maximum deductible or self-insured retention in an amount not exceeding \$100,000. Any deductible or self- insurance retention should be indicated on the Proposer's certificate of insurance.

Contractors Pollution Liability coverage will be required for any Environmental/Pollution related services including but not limited to testing, design, consulting, analysis, or other consulting work, whether self-performed or subcontracted, contractor will also maintain Contractor's Pollution Liability coverage. Such coverage will include bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arise from the operations of the contractor. The Jacksonville Port Authority shall be named as additional insured.

### **Umbrella Liability**

\$5,000,000 Per Occurrence

Minimum underlying coverages shall include Commercial General Liability, Automobile. 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.
- Cross-Liability Coverage If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- Subcontractor's' Insurance. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified in this agreement. When requested by Owner, Contractor shall furnish to Owner copies of certificates of insurance evidencing coverage for each subcontractor.
- No Representation of Coverage Adequacy by requiring the insurance as set out in this Agreement, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to Owner in this Subcontract.
- 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.
- 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.
- All insurance will be maintained in force until completion of the work, and will include an endorsement requiring thirty (30) days prior written notice to JAXPORT's Risk Manager before any change or cancellation is made effective.
- Such insurance will be written by a company or companies licensed to do business in the State of Florida and satisfactory to JAXPORT. Before commencing any work under this contract, certificates evidencing the maintenance of said insurance will be furnished to JAXPORT and will be subject to the approval of JAXPORT's Risk Manager, P.O. Box 3005, Jacksonville, FL 32206.

## **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 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 Fl. 32226 (Brick Building next to the Main Gate concourse). Hours of operation are Monday-Friday 7:30AM-4:30PM. The JAXPORT Business Purpose Credential is issued at no cost but expires at the end of the contract provisions.

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

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

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

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

To meet the requirements of 33 CFR 105.215; the Prime Contractor/Sub-Contractor employees and all support personnel: Engineers, Suppliers, Truck Drivers, Laborers, Delivery persons etc. (NO EXCEPTIONS) are required to attend JAXPORT's Maritime Security Training given every 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 [accesscontrol@jaxport.com](mailto: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 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.

### **2.13 PERMITS AND LICENSES**

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

### **2.14 PERFORMANCE BOND REQUIREMENT – None**



## **2.15 TERMINATION FOR DEFAULT**

If through any cause within the reasonable control of the successful Proposer/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 Proposer of such termination which shall become effective upon receipt by the successful Proposer of the written termination notice.

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

Notwithstanding the above, the successful Proposer shall not be relieved of liability to JAXPORT for damages sustained by JAXPORT by virtue of any breach of the Agreement by the Proposer, and JAXPORT may reasonably withhold payments to the successful Proposer for the purposes of set off until such time as the exact amount of damages due to JAXPORT from the successful Proposer 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 Proposer of such termination, which shall become effective thirty (30) days following receipt by Proposer 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 Proposer in accordance with the Agreement for all services actually performed by the successful Proposer and reasonable direct costs of successful Proposer for assembling and delivering to JAXPORT all documents. No compensation shall be due to the successful Proposer for any profits that the successful Proposer expected to earn on the balance of the Agreement. Such payments shall be the total extent of JAXPORT's liability to the successful Proposer upon a termination as provided for in this section.

## **2.17 ASSIGNMENT**

Due to the additional administrative burden placed on JAXPORT, the Proposer 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 RFP by both JAXPORT and the Proposer will be pursued with due diligence in all requirements hereof; however, neither JAXPORT nor the Proposer will be considered in default in the performance of its obligations under this RFP 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 non-performance 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 RFP will not release either Party of any of its obligations under the RFP.

**ARTICLE III  
PROPOSAL FORM  
GROUNDWATER RECOVERY SYSTEM OPERATIONS AND MAINTENANCE SERVICES**

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

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

The undersigned proposes to furnish labor and materials to perform **GROUNDWATER RECOVERY SYSTEM OPERATIONS AND MAINTENANCE SERVICES** as required for the initial terms of three (3) years starting November 1, 2023 through October 31, 2026, in accordance with the Scope of Work detailed in Article IV of this proposal, at the following prices:

Proposed Operation and Maintenance Service Fees must include all cost associated with performing the specific task according to the schedules as detailed in **ATTACHMENTS NO. 3 – 7 (TASKS 1-5)**.

<b>OPERATIONS AND MAINTENANCE SERVICE FEE(S) - YEAR 1 (2023-2024)</b>			
<b>DESCRIPTION</b>	<b>U/M</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
Task 1: Scheduled System O&M Visits	4	\$	\$
Task 2: Scheduled Hydraulic Monitoring	4	\$	\$
Task 3: FDEP Groundwater Analytical Monitoring and Reporting	118	\$	\$
Task 4: JEA Effluent Analytical Monitoring, Reporting and Certification	12	\$	\$
Task 5: Client and Agency Meetings (minimum one (1) hour)	4	\$	\$
<b>YEAR 1 - TOTAL COST (TASK 1-5)</b>			<b>\$</b>

<b>OPERATIONS AND MAINTENANCE SERVICE FEE(S) - YEAR 2 (2024-2025)</b>			
<b>DESCRIPTION</b>	<b>U/M</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
Task 1: Scheduled System O&M Visits	4	\$	\$
Task 2: Scheduled Hydraulic Monitoring	4	\$	\$
Task 3: FDEP Groundwater Analytical Monitoring and Reporting	73	\$	\$
Task 4: JEA Effluent Analytical Monitoring, Reporting and Certification	12	\$	\$
Task 5: Client and Agency Meetings (minimum one (1) hour)	2	\$	\$
<b>YEAR 2 - TOTAL COST (TASK 1-5)</b>			<b>\$</b>



**OPERATIONS AND MAINTENANCE SERVICE FEE(S) - YEAR 3 (2025-2026)**

DESCRIPTION	U/M	UNIT COST	TOTAL COST
Task 1: Scheduled System O&M Visits	4	\$	\$
Task 2: Scheduled Hydraulic Monitoring	4	\$	\$
Task 3: FDEP Groundwater Analytical Monitoring and Reporting	118	\$	\$
Task 4: JEA Effluent Analytical Monitoring, Reporting and Certification	12	\$	\$
Task 5: Client and Agency Meetings (minimum one (1) hour)	2	\$	\$
<b>YEAR 3 - TOTAL COST (TASKS 1-5):</b>			<b>\$</b>

**CONTRACTOR’S TIME & MATERIAL RATES (Years 1 – 3)**

If corrective actions for deficiencies requiring additional visits and equipment replacement, the Awarded Contractor will be paid in accordance with the below proposed hourly rate and percentage markup stated on this Proposal Form. Rates will remain firm for the duration of the initial contract period (Years 1-3).

JAXPORT reserves the right to obtain an outside estimate for jobs, or to have the work performed outside of this contract when it is in the best interest of the Jacksonville Port Authority.

DESCRIPTION	RATES
Principal	\$ _____/Hourly Rate
Associate	\$ _____/Hourly Rate
Sr. Engineer	\$ _____/Hourly Rate
Sr. Project Engineer	\$ _____/Hourly Rate
Project Engineer	\$ _____/Hourly Rate
Staff Engineer	\$ _____/Hourly Rate
Engineer	\$ _____/Hourly Rate
Drafter	\$ _____/Hourly Rate
Clerical	\$ _____/Hourly Rate
Service Technician	\$ _____/Hourly Rate
Material Mark Up	_____ % Percentage Rate

This Contract is for an initial term of three (3) years starting November 1, 2023 through October 31, 2026, and may include an additional two (2) additional one (1) year renewal options to be exercised at the sole discretion of JAXPORT, based on vendor performance and adherence to all terms and conditions of this Request for Proposal. Prices quoted are to remain firm for the initial three (3) year period of this award. Upon receipt of a renewal request or within 90-days of the anniversary award date, JAXPORT will consider an increase or decrease based on “YEAR-3” submitted rates, if the Awardee submits a written request for escalation or notice of de-escalation prior to the start of the renewal.

The request must include a brief description of the services, the new rates based on YEAR-3, and a justification for the request with supporting documentation. If the request for escalation or de-escalation is approved by JAXPORT, the new rates per year 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.

**The following items must be submitted with the Proposal Form and uploaded in E-Builder:**

This checklist is provided for convenience, but the Proposer must carefully review the submittal requirements in the Request for Proposal and submit all information requested.

1. Proposed 3-years Fees and Proposer’s Time & Material Hourly Rates (Proposal Form – Article III)
2. Describe Qualifications and Experience of the Proposer
3. Describe Qualifications and Experience of Primary Leads
4. List of Past and Present Similar Projects
5. References from three (3) clients within the last five (5) years
6. Evidence that the Proposer is licensed to do Business in the State of Florida
7. Copy of Occupational License for past three (3) years
8. Acknowledgement of Addenda (*if any*)
9. Proposer’s Acknowledgement Form
10. Minimum Qualifications Form – (APPENDIX C)
11. Conflict of Interest Certificate - (EXHIBIT A)
12. Sworn Statement on Public Entity Crimes - (EXHIBIT B)
13. E-Verify Employment Acknowledge Form - (EXHIBIT C)
14. Owner’s Minimum Project Work Rules – (EXHIBIT D)
15. Owner’s Project Safety Guidelines – (EXHIBIT E)
16. Any other requirements listed in Request for Proposal.

***FAILURE TO SUBMIT AND UPLOAD ALL REQUIRED DOCUMENTS AS REFERENCED IN THIS RFP MAY BE GROUNDS FOR REJECTION.***

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

- Proof of required insurance coverage as listed in Article II Paragraph 2.11.

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

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

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

**REQUEST FOR PROPOSAL 23-06**

**GROUNDWATER RECOVERY SYSTEM  
OPERATIONS AND MAINTENANCE SERVICES**

**PROPOSER'S ACKNOWLEDGEMENT**

I hereby acknowledge, as Proposer's authorized agent, that I have fully read and understand all terms and conditions as set forth in this Proposal, I have met the minimum qualifications (See Article IV, Paragraph 4.02), and will fully comply with such terms and conditions.

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

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

Proposer 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: \_\_\_\_\_

***Failure to provide above information may be grounds for rejection of Proposal.***

**REQUEST FOR PROPOSAL 23-06**

**GROUNDWATER RECOVERY SYSTEM  
OPERATIONS AND MAINTENANCE SERVICES**

**NO BID FORM**

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

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

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

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

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

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

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

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

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

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

## ARTICLE IV SCOPE OF WORK

### **4.01 GENERAL OVERVIEW**

The Jacksonville Port Authority (JAXPORT) is a full-service international trade seaport located in the Southeastern United States and is the global gateway to the State of Florida, the third most populous state in the nation.

JAXPORT owns, maintains and markets three cargo terminals, two intermodal rail terminals and one passenger cruise terminal along the St. Johns River.

JAXPORT and its maritime partners handle a variety of cargoes, including:

- containerized freight
- automobiles, recreational boats and construction equipment (roll-on roll-off or Ro/Ro)
- breakbulk commodities
- dry and liquid bulks and
- over-sized and specialty cargoes.

JAXPORT's three marine terminals handled more than 10 million tons of cargo in 2022, including 1.3 million TEUs (containers) – making Jacksonville the largest container handling port in Florida – and 550,000+ vehicles, ensuring JAXPORT's ranking as one of the top vehicle ports in the U.S.

JAXPORT features 21 container cranes, warehousing, Foreign Trade Zone status and intermodal connections enhanced through its two container rail yards. To help speed goods to market, shippers can take advantage of Jacksonville's location at the crossroads of three major railroads (CSX, Norfolk Southern and Florida East Coast Railway) and three interstate highways (I-95, I-10, and I-75).

Cargo activity through the Port of Jacksonville generates 138,500 jobs in Florida and supports nearly \$31.1 billion in annual economic output for the region and state.

#### **JAXPORT's Vision**

JAXPORT will be a global leader in diversified trade and supply chain solutions, focused on efficiency and fiscal integrity.

#### **JAXPORT's Mission**

Creating jobs and opportunity by offering the most competitive environment for the movement of cargo and people in a safe and secure workplace.

### **4.02 FACILITY BACKGROUND**

The Armour Fertilizer Facility ("Armour") operated a mineral processing/fertilizer manufacturing facility from the late 1800s to the mid-1960s at the current location of the JAXPORT Talleyrand Marine Terminal (TMT). Fertilizer production activities, as well as operations from additional business activities in the immediate vicinity, resulted in contamination of soils and groundwater with elevated levels of arsenic.

The Golder Associates 2012 Interim Remedial Action Plan (IRAP) proposed a hydraulic control system to prevent further migration of arsenic contaminated groundwater towards the St. Johns River and minimize induced flow from the river. After approval by the Florida Department of Environmental Protection (FDEP), the IRAP was used as the basis for a design-build bid opportunity. Aerostar was awarded a contract to complete the groundwater recovery system's design, construction, and operation and maintenance (O&M) for the first operational year, as well as completion of required FDEP groundwater sampling and reporting and JEA effluent sampling and reporting. The system consists of eight (8) extraction wells installed in subgrade utility vaults, one compliance monitoring well, effluent discharge piping, water level pressure transducers, magnetic flow meters, pump motor controls, monitoring and control panels, a Supervisory Control and Data Acquisition (SCADA) system and web-based telemetry access. The system has been operational since June 2017. Locations of the groundwater recovery system and monitoring wells are shown in "**Attachment No. 2 – Site Map**". Further details on the site history and construction and operation of the Ground Water Recovery System are provided in **Appendix A**. A list of Golder Associates and Aerostar documents associated with the system is provided in **Appendix B**.

#### **4.03 SCOPE OF WORK**

Furnish all supervision, labor, material and equipment to complete **GROUNDWATER RECOVERY SYSTEM OPERATIONS AND MAINTENANCE SERVICES** for the former Armour Fertilizer Facility at Talleyrand Marine Terminal. The scope of work includes but is not limited to performance monitoring, FDEP/JEA regulatory report services and specific tasks as detailed in the following:

- **TASK 1** – Scheduled System Operations and Maintenance “**Attachment No. 3**”
- **TASK 2** – Scheduled Hydraulic Monitoring “**Attachment No. 4**”
- **TASK 3** – FDEP Groundwater Analytical Monitoring and Reporting “**Attachment No. 5**”
- **TASK 4** – JEA Effluent Analytical Monitoring, Reporting and Certification “**Attachment No. 6**”
- **TASK 5** – Client and Agency Meetings “**Attachment No. 7**”

Proposed Operation and Maintenance Service Fees for the initial period of three (3) years, must include all cost associated with performing the specific task according to the schedules as detailed in **Attachments No. 3 – 7**.

#### **4.04 SCHEDULE AND COORDINATION**

Contractor shall coordinate all scheduled work to be performed for **TASKS 1 – 5**, around the “Vessel Arrival Schedule”, which is provided each year by the Operations Division of the Tenant occupying the property; currently occupied by Southeast Toyota Distributors. Contractor shall obtain prior approval from JAXPORT before performing any unscheduled tasks, maintenance and/or repairs services under this contract.

- A. **Tenant - Southeast Toyota (SET)** - Director of Operations, (904) 379-4781
- B. **JAXPORT’s Inspector** - Director, Engineering & Construction Support, (904) 357-3031
- C. **JAXPORT’s Talleyrand Operations** - Manager, Talleyrand Terminal Operations, (904) 357-3206

#### **4.05 DOCUMENTATION/APPROVAL OF WORK**

All payments for services will be based upon completed field forms detailing the task accomplished in the month in which the inspections take place. The field form will be furnished by the Contractor, will include the exact date and time of services and will be signed/approved by JAXPORT Inspector upon commencement and completion of the task. **One copy of the approved field form 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 task.** All final invoicing submitted to JAXPORT’s Accounting Dept., will be based upon and include copies of the signed field form for each service and will reference the Contract No. **23-06**.

#### **4.06 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.

#### **4.07 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 selected by JAXPORT.

#### **4.08 CHANGES IN SCOPE OF SERVICES**

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 fee. Changes in the work and the contract sum may only be changed by prior written agreement executed by the parties with proper authorization to do so.

#### **4.09 CHANGES IN PERSONNEL**

The firm will notify JAXPORT in writing primarily thirty (30) days prior to affecting a personnel change concerning the primary consultant to be assigned to the JAXPORT contract. JAXPORT will have the right to reject any individual assigned to perform work under this contract, or to request the Consultant to change the primary consultant to be assigned to JAXPORT contract.

#### **4.10 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 (ATTACHMENT NO. 8). 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 (CQE)**

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 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 Manager of Procurement or Procurement 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 Procurement Manager or his/her designee so that a Deficient Performance Letter may be issued to the supplier.

##### **Unacceptable Performance**

Actions: The CQE's will notify the Procurement Department via the Performance Evaluation Forms that the supplier's performance has been unacceptable. The Procurement Department 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 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**

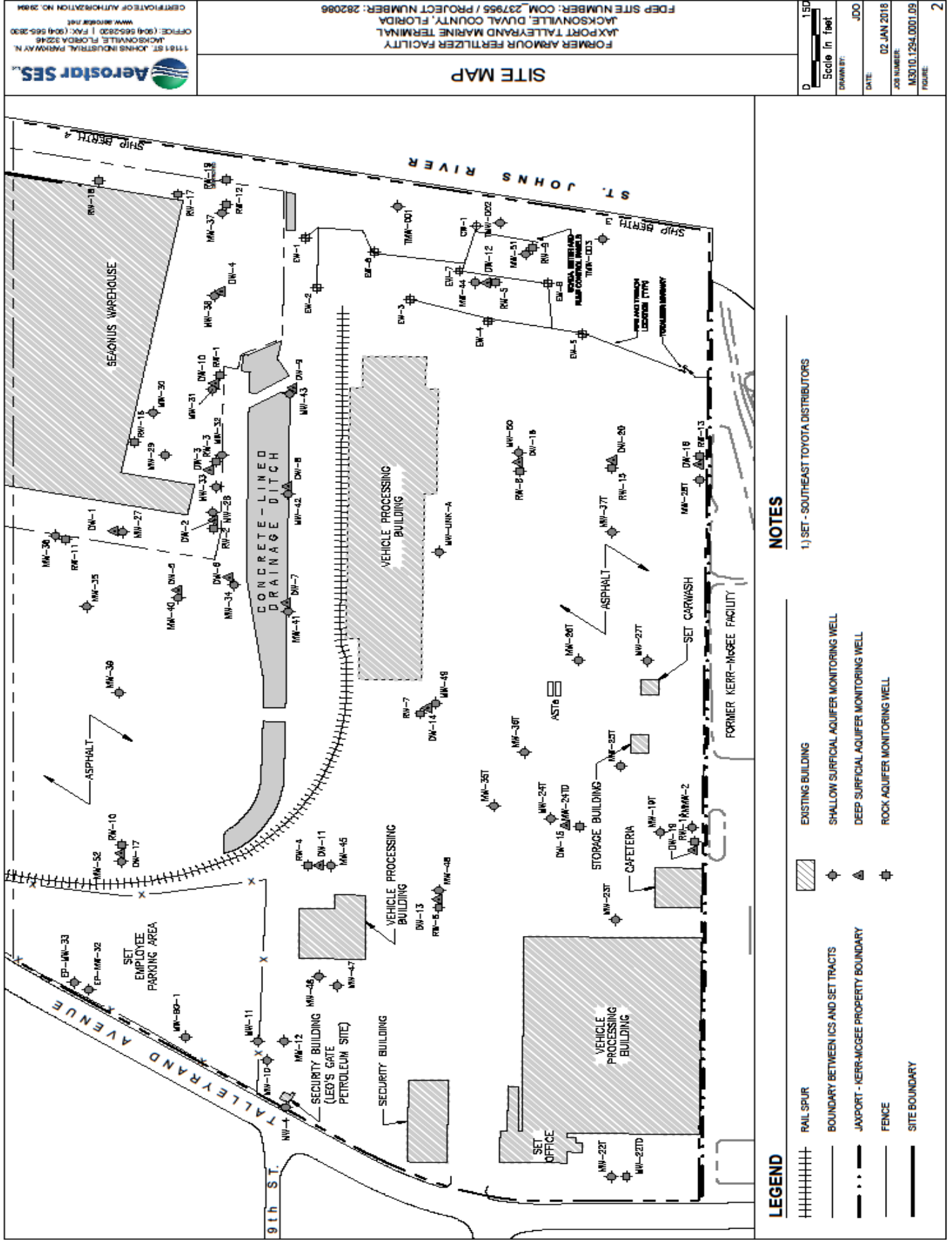
If the supplier wants to dispute the results of Performance Evaluation Forms, the supplier must submit a letter to the Director of Procurement providing supplemental information that it believes the JAXPORT CQE's failed to take into account when preparing the Performance Evaluation Forms. Such letter, 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 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 decides that no change is warranted, the decision of the Director will be final.

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**REQUEST FOR PROPOSAL 23-06**

**GROUNDWATER RECOVERY SYSTEM  
OPERATIONS AND MAINTENANCE SERVICES  
FOR THE  
JACKSONVILLE PORT AUTHORITY**

<b>EVALUATION FACTORS AND WEIGHTS</b>		<b>Maximum Allowable Points</b>
<b>A.</b>	Proposed Rates ( <b>Task 1 – 5</b> ) offered for initial contract period of three (3) years.	<b>35</b>
<b>B.</b>	Qualifications and Evidence of Experience in Remedial Corrective Actions Implementation (As demonstrated through Appendix C Minimum Qualifications Form Certification and One (1) Project-Specific Reference)	<b>20</b>
<b>C.</b>	Professional Experience of Personnel Assigned to Project: <ul style="list-style-type: none"> <li>- <i>Lead Project Manager</i></li> <li>- <i>Lead Groundwater Recovery System Expert (Engineer/Geologist)</i></li> <li>- <i>Lead Groundwater Recovery System Technicians</i></li> </ul>	<b>20</b>
<b>D.</b>	Statements of Past and Present Records of Performance on Projects Undertaken with Others in the Past Five (5) Years that are Similar in Nature to the Size and Scope of Work as Stated in the RFP.	<b>15</b>
<b>E.</b>	Office Location of the Proposed Project Team	<b>10</b>
<b>TOTAL MAXIMUM POINTS</b>		<b>100</b>



**Aerostar SES**  
 1181 ST. JOHNS INDUSTRIAL PARKWAY N.  
 JACKSONVILLE, FLORIDA 32246  
 OFFICE: (904) 565-2820 | FAX: (904) 565-2830  
 WWW.AEROSTAR.SES.COM  
 CERTIFICATE OF AUTHORIZATION NO. 282086

**FORMER ARMOUR FERTILIZER FACILITY**  
 JAXPORT TALLEYRAND MARINE TERMINAL  
 JACKSONVILLE, DUAL COUNTY, FLORIDA  
 FDEP SITE NUMBER: COM\_237955 / PROJECT NUMBER: 282086

**SITE MAP**

D 1:50  
 Scale in feet  
 DRAWN BY: JDD  
 DATE: 02 JAN 2018  
 JOB NUMBER: MSO10.1294.0001.09  
 FIGURE: 2

**NOTES**

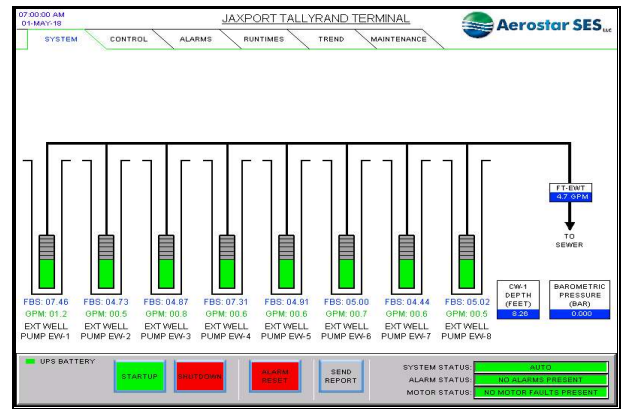
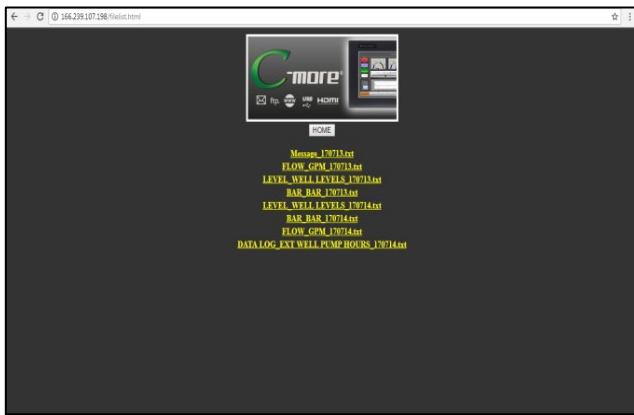
- 1) SET - SOUTHEAST TOYOTA DISTRIBUTORS

**LEGEND**

- RAIL SPUR
- BOUNDARY BETWEEN ICS AND SET TRACTS
- JAXPORT - KERR-MCGEE PROPERTY BOUNDARY
- FENCE
- SITE BOUNDARY
- EXISTING BUILDING
- SHALLOW SURFICIAL AQUIFER MONITORING WELL
- DEEP SURFICIAL AQUIFER MONITORING WELL
- ROCK AQUIFER MONITORING WELL

**TASK 1: SCHEDULED SYSTEM OPERATIONS AND MAINTENANCE**

Section 8.3 of the Interim Remedial Action Plan (IRAP) requires that the status of the hydraulic groundwater recovery system operations be monitored through the use of automated and manual methods. Automated access to the data compiled by the Supervisory Control and Data Acquisition (SCADA) system is accessed by a web-based access link (<http://166.239.107.198/>), with username and password required. An automated daily system status email with individual extraction well flow rates, total system flow rate, and depth to water in the compliance well is sent daily at 0700 hours to specific representatives of JAXPORT and the Tenant (Southeast Toyota). The system sends automated updates in the event of operational changes such as an electrical outage or pump malfunction. Pump motors can also be turned on/off remotely through this system. Screen shots of the web link and daily system status are shown below.



The selected contractor will monitor the daily status of the groundwater recovery system, including flow rates and groundwater levels inside the hydraulic control wells, through the remote access link and respond as necessary to messages indicating an operational problem with the extraction system component(s).

The selected contractor will conduct scheduled field inspections of the groundwater recovery system to inspect, adjust, and clean system components to maintain good operating condition as well as the hydraulic monitoring activities detailed in Task 2.

The number of scheduled field inspections follows the schedule presented in Table 4 of the IRAP and shown below. The selected contractor will perform field visits on a quarterly basis.

OPERATIONS AND MAINTENANCE AND PERFORMANCE MONITORING INSPECTION SCHEDULE					
Contract Year	1 (2023-2024)	2 (2024-2025)	3 (2025-2026)	4 RENEWAL YEAR (2026-2027)	5 RENEWAL YEAR (2027-2028)
O&M Year	O&M YEAR 7	O&M YEAR 8	O&M YEAR 9	O&M YEAR 10	O&M YEAR 11
Quarterly Visits	4	4	4	4	4

During each inspection, the selected contractor will inspect all system components, including:

- SCADA panel
- Pump control panel
- Manway/vault conditions (hoses, pipes, fittings, ponded water, debris)
- Extraction well components (pump motors, pressure transducers, flow sensors)
- Compliance well components (pressure transducer)
- Discharge vault (flow sensor, hoses, pipes, fittings, ponded water, debris)

The selected contractor must maintain the equipment and well vaults in good, working order, with cleaning, minor parts replacement, adjustments, and debris removal to be performed as necessary.

The selected contractor must use standardized field report forms to note equipment conditions, actions taken during the inspection (example: minor parts replacement and cleaning), and any deficiencies requiring further maintenance and repair (example: replacement of an inoperable well pump), and additional parts/supplies to be ordered to restock a reserve inventory. Copies of completed field forms must be provide to JAXPORT in the month in which the inspections take place and must be included in the FDEP report submittals to be discussed further in Task 3.

Corrective actions for a deficiency requiring additional visit(s) and equipment replacement will be billed by the selected contractor on a time and materials basis at wage rates agreed upon for the contract period. JAXPORT reserves the right to repair or replace any items deemed necessary by internal means.

Submit Operation and Maintenance Service Fee(s) for all scheduled work to be performed for Task 1, to include all labor, supervision, materials, equipment and any other cost necessary to perform these scheduled services.

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**TASK 2: SCHEDULED HYDRAULIC MONITORING**

As noted in Section 11.1 of the Interim Remedial Action Plan (IRAP), the objective of the hydraulic groundwater recovery system is to operate at optimum flow rates to intercept arsenic-impacted groundwater and effectively prevent impacted groundwater from reaching the St. Johns River and to minimize induced flow from the St. Johns River.

The selected contractor will conduct scheduled field inspections of the groundwater recovery system to complete hydraulic monitoring measurements necessary to optimize hydraulic control as well as the Operations and Maintenance (O&M) activities detailed in Task 1.

The number of scheduled field inspections follows the schedule contained in Table 4 of the IRAP and shown below. The selected contractor will perform field visits on a quarterly basis.

<b>OPERATIONS &amp; MAINTENANCE AND PERFORMANCE MONITORING INSPECTION SCHEDULE</b>					
<b>Contract Year</b>	<b>1 (2023-2024)</b>	<b>2 (2024-2025)</b>	<b>3 (2025-2026)</b>	<b>4 RENEWAL YEAR (2026-2027)</b>	<b>5 RENEWAL YEAR (2027-2028)</b>
<b>O&amp;M Year</b>	<b>O&amp;M YEAR 7</b>	<b>O&amp;M YEAR 8</b>	<b>O&amp;M YEAR 9</b>	<b>O&amp;M YEAR 10</b>	<b>O&amp;M YEAR 11</b>
<b>Quarterly Visits</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>

The hydraulic parameters to be measured, the methods by which they are measured, and locations of measurement are summarized in the following table.

<b>PERFORMANCE MONITORING SCHEDULE</b> (Source: IRAP Table 4)				
<b>Parameter</b>	<b>Number of Sample Points</b>	<b>Frequency</b>	<b>Method</b>	<b>Notes</b>
<b>Submersible Pump Flow Rate</b>	8	Quarterly	Manual	Flowmeter at EW-1, EW-2, EW-3, EW-4, EW-5 EW-6, EW-7, EW-8
<b>System Flow Rate</b>	1	Quarterly	Manual & Automated (SCADA)	Flowmeter at Effluent Discharge Point
<b>Effluent Line Pressure</b>	8	Quarterly	Manual	Pressure Gauge at EW-1, EW-2, EW-3, EW-4, EW-5 EW-6, EW-7, EW-8
<b>Groundwater Elevations at Extraction Wells</b>	8	Continuous	Automated (SCADA)	Pressure Transducer at EW-1, EW-2, EW-3, EW-4, EW-5 EW-6, EW-7, EW-8 and CW-1
<b>Groundwater Elevations at Monitoring Wells and Extraction Wells</b>	13	Quarterly	Manual	<u>Monitoring Wells</u> MW-45, DW-13, DW-14, DW-16, <u>Extraction Wells</u> EW-1, EW-2, EW-3, EW-4, EW-5, EW-6, EW-7, EW-8 <u>Compliance Wells</u> CW-1

The selected contractor will collect water level measurements from groundwater monitoring wells that were utilized to design and model the recovery system in the IRAP phase of the project, the eight extraction wells, and the single compliance well to determine the drawdown and area of capture by the extraction system. The selected contractor must compare the drawdown and area of capture information to the Hydraulic Control Optimization Model results from the IRAP design phase of the project. If necessary, the selected contractor must adjust groundwater extraction well rates to optimize capture of the groundwater plume in accordance with the conditions summarized in the IRAP.

To verify the accuracy of the electronic pressure transducers in the extraction wells, the selected contractor will compare the groundwater elevations in the extraction wells reported by the automated monitoring system to the manual groundwater elevations. If there is a difference of +/- 0.5 feet between the manual and automated groundwater elevation measurements, the pressure transducers must be recalibrated to reflect the manual measurements. Following Supervisory Control and Data Acquisition (SCADA) and transducer recalibration procedures, the selected contractor must verify that the manual and automated groundwater elevations are aligned and accurate.

The selected contractor must use standardized field report forms to note the hydraulic parameters measured and any adjustments made to flow meters, transducers, or SCADA based on differences between automated and manual readings. Comparisons of field-collected drawdown and area of capture information to IRAP model results and any adjustments made to extraction well rates as a result of the assessment must also be included with the field report forms. Copies of completed field forms must be provided to JAXPORT in the month in which the inspections take place and must be included in the FDEP report submittals to be discussed further in Task 3.

Submit Operation and Maintenance Service Fees for all scheduled work to be performed for Task 2, unit cost must include all labor, supervision, materials, equipment and any other cost necessary to perform these scheduled services.

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**TASK 3: FDEP GROUNDWATER  
ANALYTICAL MONITORING AND REPORTING**

As noted in Section 11.2 of the Interim Remedial Action Plan (IRAP), the objective of monitoring arsenic concentrations within the groundwater plume area and downgradient of the hydraulic control system is to ensure regulatory compliance with the established discharge criteria limit of 50 µg/L as specified in Chapter 62-777 FAC and 62-302.530 FAC.

The groundwater sampling protocol and semi-annual schedule identified in Table 5 of the IRAP is designed to evaluate the extent of arsenic and other metals in the upper surficial aquifer, lower surficial aquifer, and rock aquifer since startup of the groundwater extraction system in June 2017. Additionally, certain wells will be sampled for Volatile Organic Compounds (VOCs) and referenced metals to characterize the status of plumes of these constituents that have migrated onto Jaxport property from the adjoining former Kerr-McGee Superfund site. Total Dissolved Solids (TDS) monitoring at two specific wells (CW-1 and EW-7) is also incorporated into the routine groundwater monitoring program to ensure the hydraulic control system is not significantly inducing landward flow of water from the St. Johns River.

The selected contractor will complete all required groundwater sampling, analysis, and reporting required by the FDEP-approved IRAP according to the following schedule.

<b>GROUNDWATER WELL SAMPLING SCHEDULE</b>										
<b>Contract Year</b>	<b>1 (2023-2024)</b>		<b>2 (2024-2025)</b>		<b>3 (2025-2026)</b>		<b>4 RENEWAL YEAR (2026-2027)</b>		<b>5 RENEWAL YEAR (2027-2028)</b>	
<b>O&amp;M Year</b>	<b>O&amp;M YEAR 7</b>		<b>O&amp;M YEAR 8</b>		<b>O&amp;M YEAR 9</b>		<b>O&amp;M YEAR 10</b>		<b>O&amp;M YEAR 11</b>	
<b>Schedule</b>	<b>SA</b>	<b>BA</b>	<b>SA</b>	<b>A</b>	<b>SA</b>	<b>BA</b>	<b>SA</b>	<b>A</b>	<b>SA</b>	<b>BA</b>
<b>No. of Wells to Sample</b>	28	90	28	45	28	90	28	45	28	90
<b>Sample Month Dates</b>	Nov. 2023	April 2024	Oct. 2024	April 2025	Oct. 2025	April 2026	Oct. 2026	April 2027	Oct. 2027	April 2028
<b>Dft. Rpt. Submittal to Jaxport</b>	NLT Jan. 15, 2024	NLT July 15, 2024	NLT Jan. 15, 2025	NLT July 15, 2025	NLT Jan. 15, 2026	NLT July 15, 2026	NLT Jan. 15, 2027	NLT July 15, 2027	NLT Jan. 15, 2028	NLT July 15, 2028
<b>Submittal Dates to FDEP</b>	NLT Feb. 1, 2024	NLT Aug. 1, 2024	NLT Feb. 1, 2025	NLT Aug. 1, 2025	NLT Feb. 1, 2026	NLT Aug. 1, 2026	NLT Feb. 1, 2027	NLT Aug. 1, 2027	NLT Feb. 1, 2028	NLT Aug. 1, 2028
<b>Notes:</b> <i>SA: Semi-Annual</i> <i>A: Annual</i> <i>BA: Bi-Annual</i>										

During semi-annual and annual groundwater monitoring events, the selected contractor will sample selected wells in each of the three aquifer zones. Each sample will be analyzed for field parameters and arsenic only. CW-1 and EW-7 will also be analyzed for TDS during the semi-annual and annual monitoring events.

During the first bi-annual monitoring event since groundwater recovery system startup (i.e., April 2024), the selected contractor will sample all wells at the site in each of the three (3) aquifer zones. Each sample will be analyzed for field parameters and target metals, as well as TDS and VOCs in selected wells.

The specific wells, sampling frequency, and parameters are presented in the following table.

<b>FDEP GROUNDWATER ANALYTICAL MONITORING SCHEDULE</b>				
<b>(Source: IRAP Table 5)</b>				
<b>Well Identification</b>	<b>Baseline Monitoring</b>	<b>Semi-Annual Monitoring</b>	<b>Annual Monitoring</b>	<b>Biennial Monitoring</b>
<b>Shallow Surficial Wells (Screened 2-15 ft. BLS)</b>				
MW-27	AC			AC
MW-28	AC			AC
MW-29	AC			AC
MW-30	AC			AC
MW-31	AC	AB	AC	AC
MW-32	AC			AC
MW-33	AC			AC
MW-34	AC			AC
MW-35	AC			AC
MW-36	AC			AC
MW-37	AC	AB	AC	AC
MW-38	AC			AC
MW-39	AC			AC
MW-40	AC			AC
MW-41	AC	AB	AC	AC
MW-42	AC		AC	AC
MW-43	AC		AC	AC
MW-44	ACE	AB	ACE	ACE
MW-45	AC	AB	AC	AC
MW-46	AC			AC
MW-47	AC			AC
MW-48	AC			AC
MW-49	AC			AC
MW-50	AC			AC
MW-51	AC	AB	AC	AC
MW-52	AC			AC
MW-BG1	AC			AC
MW-32-EP	AC			AC
MW-33-EP	AC			AC
KMMW-2	ACE		AC	ACE
MW-19T	ACE		AC	ACE

**FDEP GROUNDWATER ANALYTICAL MONITORING SCHEDULE**  
(Source: IRAP Table 5)

Well Identification	Baseline Monitoring	Semi-Annual Monitoring	Annual Monitoring	Biennial Monitoring
<b>Shallow Surficial Wells (Screened 2-15 ft. BLS)</b>				
MW-22T	AC			AC
MW-22TD	ACE			ACE
MW-23T	ACE		ACE	ACE
MW-24T	ACE		ACE	ACE
MW-24TD	ACE			ACE
MW-25T	AC			AC
MW-26T	AC		AC	AC
MW-27T	AC		AC	AC
MW-28T	AC	AB	AC	AC
MW-35T	AC			AC
MW-36T	ACE			ACE
MW-37T	AC	AB	AC	AC
<b>Deep Surficial Wells (Screened 24-25 ft. BLS)</b>				
DW-1	AC			AC
DW-2	AC			AC
DW-3	AC			AC
DW-4	AC	AB	AC	AC
DW-5	AC			AC
DW-6	AC	AB	AC	AC
DW-7	AC	AB	AC	AC
DW-8	AC			AC
DW-9	AC			AC
DW-10	AC			AC
DW-11	AC			AC
DW-12	ACE	AB	ACE	ACE
DW-13	AC			AC
DW-14	ACE		ACE	ACE
DW-15	ACE		ACE	ACE
DW-16	AC		AC	AC
DW-17	AC			AC
DW-18	AC		AC	AC
DW-19	ACE		ACE	ACE
DW-20	AC		AC	AC
<b>Rock Wells (Screened 32-56 ft. BLS)</b>				
RW-1	AC			AC
RW-2	AC	AB	AC	AC
RW-3	AC	AB	AC	AC
RW-4	AC			AC
RW-5	ACE	AB	ACE	ACE

**FDEP GROUNDWATER ANALYTICAL MONITORING SCHEDULE**  
(Source: IRAP Table 5)

Well Identification	Baseline Monitoring	Semi-Annual Monitoring	Annual Monitoring	Biennial Monitoring
<b>Rock Wells (Screened 32-56 ft. BLS)</b>				
RW-6	AC		AC	AC
RW-7	ACE			ACE
RW-8	ACE		ACE	ACE
RW-9	AC	AB	AC	AC
RW-10	AC			AC
RW-11	AC			AC
RW-12	AC	AB	AC	AC
RW-13	AC	AB	AC	AC
RW-14	ACE			ACE
RW-15	AC		AC	AC
RW-16	AC			AC
RW-17	AC			AC
RW-18	AC			AC
<b>Extraction Wells</b>				
EW-1 (Screened 24-35 ft. BLS)	AC	AB	AC	AC
EW-2 (Screened 24-35 ft. BLS)	AC	AB	AC	AC
EW-3 (Screened 24-35 ft. BLS)	AC	AB	AC	AC
EW-4 (Screened 24-35 ft. BLS)	AC	AB	AC	AC
EW-5 (Screened 24-35 ft. BLS)	AC	AB	AC	AC
EW-6 (Screened 32-56 ft. BLS)	AC	AB	AC	AC
EW-7 (Screened 32-56 ft. BLS)	ACD	ABD	ACD	ACD
EW-8 (Screened 32-56 ft. BLS)	AC	AB	AC	AC
<b>Compliance Well</b>				
CW-1 (Screened 32-56 ft. BLS)	ACD	ABD	ACD	ACD
<b>Notes:</b> <i>A = Field Parameters (dissolved oxygen, ORP, pH, specific conductance, turbidity, temperature)</i> <i>B = Arsenic EPA Method 6010</i> <i>C = Target Metals (arsenic, lead, antimony, thallium, cadmium, selenium, and silver) by EPA Method 6010</i> <i>D = Total Dissolved Solids EPA Method 160</i> <i>E = Volatile Organic Compounds EPA Method 8260B</i>				

Following the initial bi-annual monitoring event in April 2024, the selected contractor will compare and analyze the results from the baseline and biennial groundwater sampling events to assess changes in constituent concentrations and plume geometry. If necessary, the selected contractor will develop a revised monitoring plan with proposed changes to the number of wells and monitoring frequency.

The selected contractor will document the results of each semi-annual groundwater sampling event for submittal to FDEP. The reports will also document completed Task 1 O&M activities and Task 2 hydraulic monitoring results. At a minimum, the reports must incorporate the following reporting elements:

- Hydraulic control system performance summary
- Groundwater elevation measurements
- Groundwater volume recovery
- Hydraulic control system operation run time
- SCADA performance
- Pump performance
- System maintenance
- Groundwater analytical monitoring results
- Hydraulic control system modifications related to meeting regulatory and performance criteria
- Recommendations related to system monitoring modifications

The selected contractor will provide draft copies of each report to Jaxport for review and comment prior to submittal of final copies to FDEP. The selected contractor will also prepare responses as needed for any FDEP deliverable review comments.

Submit Operation and Maintenance Service Fees for all scheduled work to be performed for Task 3, unit cost must include all labor, supervision, materials, equipment and any other cost necessary to perform these scheduled services.

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**TASK 4: JEA EFFLUENT ANALYTICAL MONITORING,  
REPORTING, AND CERTIFICATION**

JEA Non-Significant Industrial Discharge Permit #10 authorizes discharge from JAXPORT’s groundwater recovery system to the JEA sewer system and Buckman Wastewater Treatment Facility. Presently, the effluent does not require pre-treatment before discharge into the JEA system. The JEA permit establishes a monthly reporting schedule for discharge. The permit also establishes requirements for quarterly effluent sampling and analysis and annual flow meter calibration.

The selected contractor will complete all required monthly effluent reporting forms, quarterly effluent sampling and analysis, and annual flow meter calibration required by the JEA permit.

In the event of an effluent regulatory exceedance, the selected contractor will follow JEA protocols and complete additional notifications and re-sampling events. The contractor will provide these services on a time and materials basis.

**Monthly Self-Monitoring Reports**

With monthly flow data downloaded from the Supervisory Control and Data Acquisition (SCADA), the selected contractor will complete all appropriate entries (*i.e., daily total flow, maximum daily flow, average daily flow, and total monthly flow*) in each monthly Self-Monitoring Report (SMR) form. The contractor will forward each form to JAXPORT for signature and submittal to JEA. The total number of SMRs and due dates to JAXPORT for the contract period is noted below.

<b>JEA EFFLUENT SELF-MONITORING REPORT SCHEDULE</b>					
<b>Contract Year</b>	<b>1 (2023-2024)</b>	<b>2 (2024-2025)</b>	<b>3 (2025-2026)</b>	<b>4 RENEWAL YEAR (2026-2027)</b>	<b>5 RENEWAL YEAR (2027-2028)</b>
<b>O&amp;M Year</b>	<b>O&amp;M YEAR 7</b>	<b>O&amp;M YEAR 8</b>	<b>O&amp;M YEAR 9</b>	<b>O&amp;M YEAR 10</b>	<b>O&amp;M YEAR 11</b>
<b>Monthly SMRs</b>	12	12	12	12	12
<b>Submittal Dates to JAXPORT</b>	NLT 15 <sup>th</sup> /Month	NLT 15 <sup>th</sup> /Month	NLT 15 <sup>th</sup> /Month	NLT 15 <sup>th</sup> /Month	NLT 15 <sup>th</sup> /Month
<b>Submittal Dates to JEA</b>	NLT 28 <sup>th</sup> /Month	NLT 28 <sup>th</sup> /Month	NLT 28 <sup>th</sup> /Month	NLT 28 <sup>th</sup> /Month	NLT 28 <sup>th</sup> /Month

**Quarterly Effluent Sampling**

The JEA permit requires that effluent samples be collected via a dedicated sample port located on the downstream port of the transmission header pipe before the existing sanitary manhole connection. The sample port is housed inside a flush-mounted utility vault with a traffic-rated cover.

The selected contractor must complete all required effluent sample collection and analysis activities for the contract period according to the schedule noted below.

<b>JEA EFFLUENT SAMPLING SCHEDULE</b>					
<b>Contract Year</b>	<b>1 (2023-2024)</b>	<b>2 (2024-2025)</b>	<b>3 (2025-2026)</b>	<b>4 RENEWAL YEAR (2026-2027)</b>	<b>5 RENEWAL YEAR (2027-2028)</b>
<b>O&amp;M Year</b>	<b>O&amp;M YEAR 7</b>	<b>O&amp;M YEAR 8</b>	<b>O&amp;M YEAR 9</b>	<b>O&amp;M YEAR 10</b>	<b>O&amp;M YEAR 11</b>
<b>Quarterly Schedule</b>	Nov. 2023	Oct. 2024	Oct. 2025	Oct. 2026	Oct. 2027
	Jan. 2024	Jan. 2025	Jan. 2026	Jan. 2027	Jan. 2028
	Apr. 2024	Apr. 2025	Apr. 2026	Apr. 2027	Apr. 2028
	Jul. 2024	Jul. 2025	Jul. 2026	Jul. 2027	Jul. 2028

The selected contractor will sample effluent for the parameters using the specified sampling protocols noted below. The contractor will enter all test results into the appropriate monthly SMR form and include the chain-of-custody as an attachment.

<b>JEA EFFLUENT MONITORING REQUIREMENTS</b>				
<b>Sample Point</b>	<b>Parameter</b>	<b>Effluent Limits (Note A)</b>	<b>Monitoring Requirements</b>	
		<b>Maximum</b>	<b>Minimum Frequency (Note B)</b>	<b>Sample Type</b>
<b>Effluent Chemical Parameters</b>				
SPOO1	Cadmium, Total	1.20 mg/l	4/Year	Composite
SPOO1	Chromium, Total	10.00 mg/l	4/Year	Composite
SPOO1	Copper, Total	3.38 mg/l	4/Year	Composite
SPOO1	Cyanide, Total	3.38 mg/l	4/Year	Grab
SPOO1	Lead, Total	1.40 mg/l	4/Year	Composite
SPOO1	Mercury, Total (Note C)	0.006 mg/l	4/Year	Composite
SPOO1	Molybdenum, Total (Note C)	2.66 mg/l	4/Year	Composite
SPOO1	Silver, Total	0.43 mg/l	4/Year	Composite
SPOO1	Zinc (Total)	2.61 mg/l	4/Year	Composite
SPOO1	Arsenic	Report (Note D)	4/Year	Composite
SPOO1	Nickel, Total	3.98 mg/l	4/Year	Composite
SPOO1	pH (Note E)	5.5 to 12.0 SU	4/Year	Meter (Note F)
SPOO1	SGT-HEM (Note G)	150 mg/l	4/Year	Grab
SPOO1	COD (Note H)	Report	4/Year	Composite
SPOO1	TSS (Note H)	Report	4/Year	Composite
<b>Effluent Flow Parameters</b>				
SPOO1	Daily Discharge Flow	Report (Note I)	1/Day	Meter
SPOO1	Peak Daily Discharge Flow	Report (Note I)	1/Month	Meter
SPOO1	Average Daily Discharge Flow	25,000 gpd (Note I)	1/Month	Meter



## JEA EFFLUENT MONITORING REQUIREMENTS

*Notes:*

- A. Unless noted otherwise, limits are maximum allowable values established in accordance with JEA Industrial Pretreatment Regulations.
- B. If industrial wastewater is not discharged during a specified sampling period, the associated samples shall be collected during the next discharge. The Permittee shall collect all parameters with the same specified frequency during the same sampling event. **Quarterly sampling (4/year) shall be conducted in the months January, April, July, and October.**
- C. JEA Industrial Pretreatment deems the Permittee a non-contributory flow user for mercury and molybdenum.
- D. There is no local limit for arsenic but monitoring requirements are required to ensure that this facility will not cause heavy metals exceedances for class AA biosolids and/or cause inhibition of the facility.
- E. The Permittee shall not discharge any wastewater to the POTW having a pH lower than 5.5 SU or higher than 12.0 SU.
- F. The Permittee shall monitor pH continuously using a permanent pH monitor and/or recorder. Permittee shall report the maximum and minimum results for each day of discharge on their SMR form required in section 3.4 of this permit.
- G. Petroleum, oil, non-biodegradable cutting oil, or products of mineral oil origin as determined by EPA Method 1664, Revision A, *Silica Gel Treat N-Hexane Extractable Material*.
- H. A sewer surcharge will be assessed if the Chemical Oxygen Demand (COD) exceeds 650 mg/l and/or the Total Suspended Solids exceeds 300 mg/l. COD & TSS surcharge levels shall be calculated based on monthly average values for each month of operation.
- I. The measured average daily discharge flows (in gallons per day) from the facility shall be determined for each monitoring period. See section 4.41 of this permit for further details regarding discharge flow monitoring and reporting.

In the event that there is an exceedance of one or more of the effluent chemical parameter limits during a quarterly monitoring event, the selected contractor, on a time and materials basis, must complete the following actions required by the JEA permit:

- Provide notice to JEA through submittal of a notification fax form within 24-hours of receipt of analytical data.
- Resample effluent within 30-days of initial exceedance. Submit analytical results, along with reason(s) for violation and corrective measures taken/to be taken to prevent reoccurrence.
- If Exceedance #2 is identified during the 30-day sample event, initiate weekly sampling for four (4) consecutive weeks.
- If Exceedance #3 is identified during the 4-week sampling event, JEA will file a Notice to Review Compliance meeting with JAXPORT/contractor. Meeting purpose will be to discuss likely reasons and corrective actions to be implemented.
- Design and implement corrective actions.

**Annual Totalizer Flow Meter Certification**

Sections 3.7 and 4.2 of the JEA permit require an annual totalizer flow meter calibration certification. Each annual calibration and certification may be completed, signed, and certified by:

- The equipment manufacturer;
- A factory authorized representative;
- An instrumentation specialist qualified for the specific device; or
- A Florida certified Professional Engineer (P.E.).

The selected contractor will complete all required calibration and certification activities for the contract period according to the schedule noted below and forward each certification document to JAXPORT for review, signature, and submittal to JEA.

<b>JEA ANNUAL TOTALIZER FLOW METER CALIBRATION AND CERTIFICATION</b>					
<b>Contract Year</b>	<b>1 (2023-2024)</b>	<b>2 (2024-2025)</b>	<b>3 (2025-2026)</b>	<b>4 RENEWAL YEAR (2026-2027)</b>	<b>5 RENEWAL YEAR (2027-2028)</b>
<b>O&amp;M Year</b>	<b>O&amp;M YEAR 7</b>	<b>O&amp;M YEAR 8</b>	<b>O&amp;M YEAR 9</b>	<b>O&amp;M YEAR 10</b>	<b>O&amp;M YEAR 11</b>
<b>Calibration Performance Dates</b>	NLT June 1, 2024	NLT June 1, 2025	NLT June 1, 2026	NLT June 1, 2027	NLT June 1, 2028
<b>Submittal Dates to JAXPORT</b>	NLT July 1, 2024	NLT July 1, 2025	NLT July 1, 2026	NLT July 1, 2027	NLT July 1, 2028
<b>Certification Submittal Dates to JEA</b>	NLT Aug. 28, 2024	NLT Aug. 28, 2025	NLT Aug. 28, 2026	NLT Aug. 28, 2027	NLT Aug. 28, 2028

Submit Operation and Maintenance Service Fees for all scheduled work to be performed for Task 4, unit cost must include all labor, supervision, materials, equipment and any other cost necessary to perform these scheduled services.

**TASK 5: CLIENT AND AGENCY MEETINGS**

The selected contractor will attend up to two (2) meetings per year with JAXPORT to review tenant and vessel coordination issues, system performance, maintenance, critical parts inventory, and recommendations for system improvements and opportunities for long-term Operations and Maintenance (O&M) cost reduction.

Additionally, the selected contractor will attend up to two (2) onsite meetings with the outgoing contractor in the initial month of the new contract to review system conditions, O&M, performance, and sampling activities.

<b>CLIENT AND AGENCY MEETINGS</b>					
<b>Contract Year</b>	<b>1 (2023-2024)</b>	<b>2 (2024-2025)</b>	<b>3 (2025-2026)</b>	<b>4 RENEWAL YEAR (2026-2027)</b>	<b>5 RENEWAL YEAR (2027-2028)</b>
<b>O&amp;M Year</b>	<b>O&amp;M YEAR 7</b>	<b>O&amp;M YEAR 8</b>	<b>O&amp;M YEAR 9</b>	<b>O&amp;M YEAR 10</b>	<b>O&amp;M YEAR 11</b>
<b>Transition Meetings with Prior Contractor</b>	2				
<b>Status and Planning Meetings</b>	2	2	2	2	2

Submit Operation and Maintenance Service Fees for all scheduled work to be performed for Task 5, unit cost must include all labor, supervision, materials, equipment and any other cost necessary to perform these scheduled services.

**PERFORMANCE EVALUATION FORM**

Weekly       Monthly       Quarterly       As needed

Contract No. /Purchase Order No. \_\_\_\_\_

Supplier Name: \_\_\_\_\_

Date Service Provided: \_\_\_\_\_

Total Cost of Project: \_\_\_\_\_

1). **Timeliness:** Measure of how well the supplier adheres to schedule, and meets due dates. *(Check One)*

- Rarely or Inconsistently on Schedule: Few or no milestones met, little or no sense of urgency, little or no use of schedules or a scheduling process, more than 10% to 20% behind schedule and delay is attributable to supplier’s performance
- Usually on Schedule: Demonstrated sense of urgency and commitment to schedule, less than 10% over or under schedule, no portion of delay is attributable to supplier’s performance, regularly uses schedules to plan work and communicate progress.
- Consistently on Schedule: Proactive in identifying schedule related issues. Scheduling and planning processes are formalized, 10% ahead of schedule, meets all major milestones.

2). **Quality of Workmanship:** Measure of the craft skills, knowledge, and dedication to quality work. *(Check One)*

- Poor Workmanship/Needs Improvement: Some significant rework required. Workers do not understand the work nor take any sense of pride in work output. Workers looked for opportunities to just get the job done.
- Good Workmanship: Demonstrated experience in the craft is shown by all workers. Good regard to delivering a quality project, little rework required none of it significant.
- Very Good Workmanship: Demonstrated a relentless drive to deliver a quality project, within budget constraints and on time. Demonstrated an unusually high level of understanding and skill in executing the work. No rework required.

3). **Quality of Materials and Equipment:** Measure of the technical understanding of materials and equipment installed and dedication of proper selection and handling of materials and equipment. *(Check One)*

- Poor Usage/Needs Improvement: Little care is demonstrated in the selection, transport, or storage of materials or equipment. Materials or equipment did not meet specifications and was unacceptable. Significant rework was required to fix project.
- Good Usage: Good care was demonstrated in the selection, transport and storage of material and equipment. Installed materials and equipment to specifications, no material or equipment quality issues were noticed.
- Very Good Usage: Overall quality of materials and equipment significantly enhanced installation or completion of the project. Product exceeded specifications on several significant measures. Supplier demonstrated exceptional technical knowledge of materials and equipment installed.

4). **Contract Administration:** Measure of how well supplier managed the administrative processes associated with providing the service. *(Check One)*

- Poor Administration/Needs Improvement: Inconsistently produces required paperwork on time. Invoice accuracy needs improvement. Little or no documented status reporting.
- Good Administration: Usually produces required paperwork including accurate invoices and reports in a timely manner. Rarely are invoice inaccuracies found.
- Very Good Administration: Always produces required paperwork including accurate invoices and reports in a timely manner. Invoices and reports always accurate, timely and useful. Aggressively finds and implements process improvement designed to improve contract administration.

5). **Customer Service:** Measure of how well supplier prevents customer complaints and responds to complaints in the event they occur. *(Check One)*

- Poor Customer Service/Needs Improvement: Ineffective or untimely response to customer issues. Little or no action taken to prevent customer related issues. Required upper management to get involved in resolution.
- Good Customer Service: Effective and timely actions taken to prevent customer related issues. Effective and timely communications with customer and only a few minor customer complaints received.
- Very Good Customer Service: Proactive and very effective actions taken to prevent customer related issues. Formalized processes for providing exceptional care of JAXPORT'S customers.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

## ***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 proposal:**

1. **Access** the bid package using the “E-Builder Invitation.”
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 (if applicable). 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.


### **Recall your Bid Response** *(only if necessary)*

If you failed to submit all documents or see an error on a page **after submitting** your bid, you can make changes to your bid before the due date/time without any interaction from the bid manager. The bid manager has no record of your bid response until you click Submit again.

To recall your bid response

1. On the **Response Form** tab, click **Recall Bid**.
2. Optionally provide a reason for your recall and then click **Yes, I am sure**.  
Your previous submission information is displayed on the Response Form tab.
3. Click **Submit** to resubmit your bid prior to the bid due date/time.

Additional Notes

- *After the bid due date/time has passed, the Submit button will be disabled. It is critical that you complete the entire process prior to the cut-off time. The system will not permit you to submit your proposal or bid after the deadline regardless of where you are in the process. As stated, the Submit button is systematically disabled promptly at the deadline and JAXPORT is unable to see anything you have uploaded prior to the bid due date/time. No late submissions will be permitted or accepted. Please plan accordingly.*
- If the bid manager adds or changes a bid item, or publishes an addendum, 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 60 minutes before the due time so that you can rectify any errors. To submit the proposal, you must complete all the fields and acknowledge the addenda items.
- **Failure to submit all information requested will result in a proposal or bid being considered “non-responsive,” and therefore will be rejected.**



**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.**

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Company Name

Name of Official *(Please Print)*

---

Signature of Principal

Title

Date

**EXHIBIT D**  
**OWNER'S MINIMUM PROJECT WORK RULES**

**GROUNDFWATER RECOVERY SYSTEM  
OPERATIONS & MAINTENANCE SERVICES**

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1. Normal project working hours are as follows:

8:00 A.M.	Starting Time
12:00 Noon - 1:00 P.M.	Lunch
5:00 P.M.	Shift Ends

Other working hours and shift work will be considered by the Owner upon submission by the Contractor.
2. No employee will enter Port Authority operating areas without a specific work assignment.
3. Personal vehicles will be parked in the area(s) specified for construction personnel.
4. No personal vehicles will be permitted inside the security gate-controlled area without the written permission of the Terminal Director.
5. Contractor shall provide its employees with a designated eating, drinking area subject to approval of JAXPORT's Inspector. Cleanliness will be maintained in all areas at all times. The parking lot is not an authorized eating area.
6. Contractor shall maintain a daily roster of employees, and have the roster available to JAXPORT upon request in the event of an emergency.
7. The following is a list of violations which are considered unsatisfactory conduct on JAXPORT property and can result in the employee being denied access to the jobsite.
  - a. Refusal to submit to security inspection.
  - b. Smoking in prohibited areas.
  - c. Possession and/or use of intoxicants on JAXPORT property.
  - d. Possession and/or use of narcotics or controlled substance on JAXPORT property.
  - e. Possession of firearms on JAXPORT property.
  - f. Contact with any new vehicles on JAXPORT property.
8. Owner's facilities (such as, but not limited to, elevators, washrooms, vending machines, lunch rooms, etc.) are not to be used by Contractor's employees.
9. Employees shall be provided with visible means of identification, showing Contractor's identification. Employees are required to wear this identification where plainly visible.
10. The Contractor will be responsible for all its employees, suppliers, vendors, and all others on-site providing services to the Contractor.
11. All vehicles, persons, packages, lunch pails, and tool boxes entering or leaving JAXPORT property are subject to security inspection.
12. All vehicles on-site for the Contractor's use must have company identification clearly visible at a minimum distance of 100 feet.

**EMPLOYEE SIGNATURE:** \_\_\_\_\_

**EMPLOYEE NAME:** \_\_\_\_\_

**NAME OF CONTRACTOR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EXHIBIT E**  
**OWNER'S PROJECT SAFETY GUIDELINES**  
**GROUNDWATER RECOVERY SYSTEM**  
**OPERATIONS & MAINTENANCE SERVICES**

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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".
- Make readily available Safety Data Sheets (SDS) 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, have harnesses anchored to a support structure.
- 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 a clean work area throughout the workday, and the duration of the project, 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 findings, and provide a copy of the result to JAXPORT's Inspector and Risk and Compliance Department on the last Friday of each month or upon request.

**Incident/Emergency Response Plan**

- As soon as possible, but no longer than 30 minutes 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 JAXPORT's Inspector 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.

**EMPLOYEE SIGNATURE:** \_\_\_\_\_

**EMPLOYEE NAME:** \_\_\_\_\_

**NAME OF CONTRACTOR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



## SUMMARY OF ARMOUR SITE ASSESSMENT, REMEDIAL DESIGN, CONSTRUCTION AND SYSTEM OPERATIONS AND MAINTENANCE

### Background

The former Armour Fertilizer Facility (the site) was formerly located in the southern end of what is now the Jacksonville Port Authority (JAXPORT) Talleyrand Marine Terminal (TMT). Specifically, the site is currently occupied by two JAXPORT tenants, Southeast Toyota Distributors (SET) and Seonus Stevedoring, LLC.

Armour Fertilizer Facility operated at this location from around 1910 until 1967. The fertilizer production process resulted in contamination of soils and groundwater, particularly with arsenic. Upon initial identification of arsenic contamination in 2005, JAXPORT notified the Florida Department of Environmental Protection (FDEP). In turn, FDEP assigned facility identification no. COM\_237955, project no. 282086 to the site and required initiation of site assessment activities to assess the vertical and horizontal extent of contamination. On behalf of JAXPORT, Golder Associates, Inc. (Golder) initiated multiple rounds of soil and groundwater site assessment activities between 2006 and 2012. In 2011, Golder completed a Preliminary Remedial Alternatives Evaluation of site remedial alternatives, followed by a Focused Feasibility Study of the preferred remedial approach. Golder then incorporated the Focused Feasibility Study into the 2012 Interim Remedial Action Plan (IRAP) presenting the selected remedial approach for the site.

The IRAP proposed using eight groundwater extraction wells (EW) at the site to extract groundwater and create a hydraulic barrier to prevent contaminants from entering the St. Johns River. The recovered groundwater from each the extraction wells would then be combined into a single one inch pipe that discharged into an onsite sanitary sewer manhole. JEA and Golder analyses of site groundwater indicated that no pretreatment of the extracted groundwater would be required by JEA. Based on these analyses, JEA issued JAXPORT a Non-Significant Industrial User Discharge Permit (IUDP) authorizing discharge of the extracted groundwater into the sanitary sewer and treatment at the Buckman Wastewater Treatment Plant.

After several rounds of FDEP requests for additional information (RAI) and responses prepared by Golder, FDEP issued its approval of the IRAP in March 2014.

### Design-Build and Initial Operation and Maintenance of the Groundwater Recovery System

JAXPORT used the IRAP framework to bid the design-build of the groundwater recovery system, initial year of operations and maintenance (O&M), and FDEP and JEA performance monitoring sampling and report submittals. Aerostar SES (Aerostar) won the bid to provide the referenced services.

### Design-Build and Construction

Aerostar completed baseline groundwater sampling and finalized remedial design drawings and equipment details for submittal and approval by FDEP in 2015. The final design was similar to Golder's groundwater recovery system design presented in the IRAP. Aerostar completed Remedial System Design Drawings and a Remedial Equipment Details Report for submittal to FDEP on July 24, 2015. These documents were submitted with a Baseline Groundwater Sampling Report. FDEP responded with a Deliverables Review Letter dated August 6, 2015.

Aerostar performed system installation activities between August 2015 and June 2017. On June 8, 2017, the groundwater recovery system was placed into full operation. Details of the groundwater recovery system components are summarized as follows:

### SCADA and Flow Meter Control Panels

A Supervisory Control and Data Acquisition (SCADA) panel and a pump motor control and flow sensor convertor panel box were installed in the secure wharf area. The SCADA controls and monitoring system are contained in a stainless steel, water tight enclosure. The control panel box contains the submersible pump power controls and rheostats, along with the flow convertor display units. The SCADA and control panel boxes are secured to two eight-foot tall, four-inch square concrete columns placed three feet into a six feet wide by 10-feet long by one-foot deep concrete slab.

The SCADA system is accessed daily through remote dial-in telemetry to obtain the logged system data. The system also provides daily status reports and transmitted alarm conditions via email and text to cellular telephones of authorized recipients.

Electrical power to the hydraulic control system is obtained from an existing JAXPORT electrical panel in the secure wharf area. Aerostar installed an electric subservice to a new 15-KVA transformer that feeds a 250-amp circuit breaker box. Electrical power for the SCADA panel, and control panel is obtained from the 250-amp circuit breaker box.

### Extraction and Compliance Well Details

Extraction wells EW-1 through EW-5 were advanced to a total depth of 35 feet below land surface (BLS), have 25 feet of 4-inch diameter 0.010-inch slot Schedule 40 PVC screen and 10 feet of 4-inch diameter Schedule 40 PVC casing. Wells EW-6 through EW-8 were advanced to a total depth of 50 feet BLS, have 10 feet of 4-inch diameter, 0.010-inch slot Schedule 40 PVC screen and 40 feet of 4-inch diameter Schedule 40 PVC casing. Well CW-1 was advanced to a total depth of 50 feet BLS, has 10 feet of 2-inch diameter 0.010-inch slot Schedule 40 PVC screen and 40 feet of 2-inch diameter Schedule 40 PVC casing.

### Extraction Well Manway Details

Each extraction well is housed in a three feet (width) by three feet (length) by two feet (depth) steel, traffic-rated manway. Each manway was installed on a three-inch bed of Number 57-stone, then backfilled around the outside with native soil and compacted to six inches BLS. A six-inch wide by six-inch deep concrete collar was poured around each manway for added strength. Each extraction well contains a Grundfos 5SQE05-90 submersible pump and a Mercoïd SBLT2-20-60 level transducer. A one-inch diameter reinforced polyvinyl chloride (PVC) hose connects the submersible pump to Schedule 80 PVC pipe by way of camlock couplings in the manway. The recovered groundwater flow control and flow measurement devices are located in-line within each manway and are connected with Schedule 80 PVC couplings and pipe. Groundwater is measured at each manway with a Krohne Optiflux 1100 electromagnetic flow sensor.

The piping from each of the eight manways are manifolded to a one-inch Schedule 80 PVC pipe that flows to a totalizer manway that contains a totalizing flow sensor. The flow then discharges to a private sanitary manhole adjacent to on-site sewer lift station that ultimately discharges to the JEA Buckman Wastewater Treatment Plant.

### Trenching and Piping Details

Approximately 1,338 feet of piping trenches were excavated for placement of Schedule 80 PVC pipe to connect the extraction wells to the on-site sanitary manhole. High voltage electrical conduits for the submersible pump power wires and low voltage electrical conduits for the flow sensors and pressure transducers were also placed in the trenches. The trenching system layout was designed to minimize the extent of trenching necessary and to avoid underground utilities. The trenches were, at a minimum, two feet wide and two feet deep. The installed piping was covered with a one-inch layer of backfill soil. Flowable fill was poured into the trenches to a depth of three inches BLS. The area in which the extraction well vaults and trenches were installed was milled and repaved in 2017.

The system as-built drawings and the system startup details were provided in a Remedial Action Summary Report, dated September 27, 2017, that was submitted to FDEP. As-built drawings include process and instrumentation diagrams, details for each extraction well and the totalizer manway, and diagrams and details of the trenches. The as-built drawings also include diagrams and specific details for the SCADA and control panels, with SCADA electrical drawings prepared and certified for Aerostar by ESD Waste2Water, Inc. Aerostar also prepared an O&M manual for the system. The FDEP responded with a deliverable review letter dated October 31, 2017.

#### O&M and Performance Monitoring (FDEP)

Aerostar has followed the Performance Monitoring Schedule and Groundwater Analytical Monitoring Schedule specified in Tables 4 and 5, respectively, of the IRAP.

Aerostar has provided routine O&M for the groundwater extraction system during the first year of operation. During these visits, Aerostar recorded pump flow readings and depths to water, inspected and provided adjustments and cleaning, as necessary, to pumps, level transducers, flow meters, valves, and hoses to ensure proper system operation. Aerostar has also responded to non-scheduled O&M issues, such as broken hoses as necessary on other occasions.

Groundwater recovery system O&M activities and FDEP and JEA required performance monitoring sampling and analysis activities completed by Aerostar are detailed in the previously referenced Remedial Action Summary Report and the Year 1 O&M Semi-Annual Monitoring Report, dated March 2, 2018. The FDEP responded to the Semi-Annual Report with a deliverable review letter dated March 26, 2018.

#### O&M and Performance Monitoring (JEA)

JEA's Industrial Discharge Permit Number 010 details the parameters, effluent limits, sampling frequency and sampling types that are to be measured at the discharge point to the JEA sanitary sewer system. The monthly monitored parameters are daily discharge flow, peak daily discharge flow, and average daily discharge flow. On a quarterly schedule (January, April, July, and October), the permit requires effluent sampling by grab and/or composite techniques. Aerostar has assisted JAXPORT in the monthly submittals of the required Self-Monitoring Reports (SMRs) by entering discharge data downloaded via SCADA system and completing required effluent sampling and analyses.

The permit also requires an annual calibration and professional engineer certification of the discharge flow meter. In the initial year of operation of the groundwater recovery system, JEA accepted the factory certification of the system's flow meter. In subsequent years, the permit requires that the flow meter be calibrated by the equipment manufacturer, a factory authorized representative, an instrumentation specialist qualified for the specific device, or a Florida Certified Professional Engineer.

## **GOLDER ASSOCIATES AND AEROSTAR DOCUMENTS ASSOCIATED WITH THE REMEDIAL DESIGN, CONSTRUCTION, AND OPERATION**

### **Golder Associates Documents and FDEP Correspondence**

- 1) Interim Remedial Action Plan (IRAP) (Golder Associates; December 2012)
- 2) FDEP IRAP Review Letter and Request for Additional Information (RAI) No. 1 (FDEP; Feb. 5, 2013)
- 3) Response to FDEP RAI No. 1 (Golder Associates, May 31, 2013)
- 4) FDEP Review Letter and RAI No. 2 (FDEP, August 12, 2013)
- 5) Response to FDEP RAI No. 2 (Golder Associates, October 7, 2013)
- 6) FDEP IRAP Approval Letter (FDEP, March 4, 2014)

### **Aerostar Documents and FDEP Correspondence**

- 1) Baseline Groundwater Sampling Report (Aerostar, July 21, 2015)
- 2) Remedial System Design Drawings and Remedial Equipment Details Report (Aerostar, July 24, 2015)
- 3) FDEP Review Letter (FDEP, August 6, 2015)
- 4) Remedial Action Summary Report, As-Built Drawings, and O&M Manual (Aerostar, September 27, 2017)
- 5) FDEP Review Letter (FDEP, October 31, 2017)
- 6) Year 1 O&M Semi-Annual Monitoring Report (Aerostar, March 2, 2018)
- 7) FDEP Review Letter (FDEP, March 26, 2018)

### **JEA Industrial User Discharge Permit, Monthly Effluent Monitoring Forms, and Flow Meter Certification**

- 1) JEA Non-Significant Industrial User Discharge Permit #10 (JEA; Jan. 8, 2014; Rev. June 21, 2017)
- 2) Self-Monitoring Report Forms (June 2017 – May 2018)
- 3) Initial Totalizing Flow Meter Calibration Certification (February 26, 2018)

## MINIMUM QUALIFICATIONS FORM

### BIDDER INFORMATION

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

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

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

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

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

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

AUTHORIZED REPRESENTATIVE (*print*): \_\_\_\_\_

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

AUTHORIZED REPRESENTATIVE (*signature*): \_\_\_\_\_

### GENERAL

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED BIDDER BY JAXPORT, YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.

THE BIDDER MUST COMPLETE THE BIDDER INFORMATION SECTION AND PROVIDE ONE (1) DETAILED PROJECT REFERENCE DEMONSTRATING THE BIDDER'S EXPERIENCE.

PLEASE SUBMIT ONE (1) ORIGINAL AND FOUR (4) COPIES OF THIS FORM AND PROJECT REFERENCE WITH THE BID SUBMISSION.

### MINIMUM QUALIFICATIONS

1. The Company must have performed Remedial Corrective Actions Implementation activities for a site regulated under the Resource Conservation Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), or a State equivalent through either permits or orders, with a minimum contract value of \$100,000 and within the last five (5) years as of the Proposal due date.
2. The Remedial Corrective Actions Implementation activities must be specific to and include design, construction, operation, and maintenance of groundwater recovery systems for properties contaminated with metals, volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), or chlorinated solvents.

## REMEDIAL CORRECTIVE ACTIONS PROJECT-SPECIFIC REFERENCE

**Instructions:**

Provide one (1) project-specific reference demonstrating that the bidder meets the Minimum Qualifications. The Project Reference should demonstrate the bidder's experience with groundwater recovery system design, operations, maintenance, troubleshooting; system components similar to those of the Armour groundwater recovery system; and capabilities to provide recommendations for system maintenance, optimization, and reduction of O&M costs. Up to four (4) additional pages may be added to provide project description information.

**Reference Name:** \_\_\_\_\_

**Reference Phone Number:** \_\_\_\_\_

**Reference E-Mail Address:** \_\_\_\_\_

**Contract Year/Amount:** \_\_\_\_\_

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

**Address of Work:** \_\_\_\_\_

**Description of Project:** \_\_\_\_\_

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*(Add up to four (4) additional pages, if necessary)*