



**REQUEST FOR QUOTE
FOR
CONTRACT NO.: MC-1722
EQUIPMENT UPGRADE & REPAIRS TO GROUNDWATER RECOVERY SYSTEM
FOR THE JACKSONVILLE PORT AUTHORITY**

Return responses no later than

WEDNESDAY, FEBRUARY 5, 2020 by 2:00 PM (EST)

to

**Jacksonville Port Authority
Attn: Sandra Platt, Sr. Contract Specialist
2831 Talleyrand Avenue
Jacksonville, FL 32206**

**Phone Number: (904) 357-3017
Email: Sandra.Platt@Jaxport.com**



JPA Project No.: T2020-07

**PURCHASING QUOTATION REQUEST - CONTRACT NO. MC-1722
EQUIPMENT UPGRADE AND REPAIRS TO THE GROUNDWATER RECOVERY SYSTEM**

Sandra Platt, Sr. Contract Specialist
PROCUREMENT SERVICES
2831 Talleyrand Avenue, Jacksonville, Florida
Sandra.Platt@jaxport.com

DATE: _____		
VENDOR NAME: _____		
VENDOR ADDRESS: _____		
VENDOR PHONE NO.: _____	VENDOR FAX NO.: _____	
VENDOR EMAIL ADDRESS: _____		
Summary of Work:	Furnish all labor, materials, equipment, and supervision for Equipment Upgrade and repairs to the Groundwater Recovery System for the Former Armour Fertilizer Facility, in accordance with attached Scope of Work and Drawings.	
Delivery Location:	Talleyrand Marine Terminal, 2085 Talleyrand Ave., Jacksonville, FL 32206	
Pre-Quote Meeting & Site Visit:	Wednesday, January 22, 2020 Time: 10:00 AM (EST)	
Location for Pre-Quote Meeting & Site Visit:	PCOB, 2ND FLOOR ENGINEERING CONFERENCE ROOM, 2831 TALLEYRAND AVENUE, JACKSONVILLE, FL 32206	
DEADLINE FOR QUOTATIONS:	Date: Wednesday, February 5, 2020 Time: 2:00 PM (EST)	
JPA PROJECT MANAGER:	Cliff Baker, PE (Retired); Office (904) 357-3090	
ITEM	DESCRIPTION	LUMP SUM BID
1	Equipment Upgrade and repairs to the Groundwater Recovery System for the Former Armour Fertilizer Facility.	\$ _____
TOTAL LUMP SUM BID ITEM 1		\$ _____
BASIS OF AWARD: Award will be made based on lowest conforming quote per Lump Sum Bid. The Authority reserves the right to award this contract to the lowest, responsive, responsible bidder, and whose bid is fully conforming to the requirements of the quotation documents and contingent with funding availability.		
PRICES MUST INCLUDE DELIVERY AND ANY OTHER CHARGES.		
ACKNOWLEDGMENT OF THE FOLLOWING ADDENDA IS HEREBY MADE:		Addendum No. _____, Dated: _____ Initials: _____ Addendum No. _____, Dated: _____ Initials: _____
Time for Completion: 60 Calendar Days after issuance of Notice to Proceed		
Payment and Performance Bonds Required: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
Liquidated Damages: \$950.00 per calendar day		
The JSEB Participation Goal established for this contract is <u> N/A </u>		
TWIC REQUIREMENTS: TWIC Credentials are required for this project.		
*ACKNOWLEDGEMENT OF ATTACHMENTS IS REQUIRED:		
STANDARD ATTACHMENTS: General Conditions, Required Limits of Insurance, Conflict of Interest Form and PEC Form, E-Verify Form		
ADDITIONAL ATTACHMENTS: Attachment "A" (Supplemental Bid Specifications)		
TO BE SUBMITTED WITH		
QUOTE: Quote Form, Conflict of Interest Form, PEC Form & E-Verify Form		
A QUOTE MAY ONLY BE USED FOR ONE REQUEST AND IS VALID FOR <u>90</u> CALENDAR DAYS.		
Quote Submitted, Standard Attachments, Additional Attachments, Required Documentation and Project Completion Date - _____		Signature
Acknowledged By: _____		Printed Name/Title

**CONTRACT No. MC-1722
GENERAL CONDITIONS**

1. RESERVATIONS: The Jacksonville Port Authority, otherwise referred to as the Port, reserves the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of the Jacksonville Port Authority.

The Jacksonville Port Authority reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the Port materials or products or workmanship which is, in the opinion of the Port, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not effect or impair any rights or claim of the Port to damages for the breach of any covenants of the contract by the contractor. The Port also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the Port reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the Port reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the Port thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS QUOTE PLEASE E-MAIL QUESTIONS TO SANDRA.PLATT@JAXPORT.COM BY FRIDAY, JANUARY 24, 2020 @ 3:00 PM (EST). ALL QUESTIONS WILL BE INCLUDED IN AN ADDENDA TO BE RELEASED TO ALL KNOWN CONTRACTORS.

NOTE: IT IS MANDATORY THAT THE BIDDER SHALL ACKNOWLEDGE THE INCLUSION OF ALL ADDENDA ON THE QUOTE FORM.

ACKNOWLEDGEMENT SHALL BE MADE BY INITIALS AND DATE. FAILURE TO ACKNOWLEDGE ALL ADDENDA SHALL RESULT IN REJECTION OF THE QUOTE. PLEASE CALL THE PROCUREMENT DEPARTMENT AT (904) 357-3017, PRIOR TO THE BID OPENING TO DETERMINE IF ANY ADDENDA HAVE BEEN RELEASED ON THIS CONTRACT.

All items furnished must be completely new (unless specified otherwise), and free from defects. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF ENGINEERING AND CONSTRUCTION.

3. TAXES: The Jacksonville Port Authority, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 85-8012543323C-8.

4. CARTAGE: No charge will be allowed for cartage.

5. "OR EQUAL" INTERPRETATION: Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the products of other manufacturers. On all such bids the bidder will clearly indicate the product (brand and model number) on which he is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient ground for rejection of bid.

6. DEVIATIONS TO SPECIFICATIONS: In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the Port to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or a manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc. enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor, after award and before manufacturer or shipment: may be required to submit working drawings or detailed descriptive data sufficient to enable the Port to judge if each requirement of the specifications is being complied with.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by the Port until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted. The Port will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The Port reserves the right to consume any or all samples for testing purposes.

Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.

All sample packages will be marked "Sample for the Engineering Department" and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. INSURANCE: See attached "REQUIRED LIMITS OF INSURANCE". Proof of Insurance will be required prior to notice to proceed.

10. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the Port are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the Port. Repairs, replacements or adjustments will be made only at such times as will be designated by the Port as least detrimental to the operation of Port business.

11. COLLUSION: THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

12. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

13. NONDISCRIMINATION PROVISIONS: In compliance with Section 4 of Ordinance 69-630-653, the bidder will, upon affixing his signature to the proposal form, and/or the acceptance of a service purchase order, purchase order, sight draft, field order, certifies that his firm meets and agrees to the following provisions, which will become a part of this contract.

a. The contractor represents that he has adopted and will maintain a policy of nondiscrimination as defined by ordinance of the Jacksonville Port Authority throughout the term of this contract.

b. The contractor agrees that on written request, he will permit the reasonable access to his employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Jacksonville Port Authority for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this contract, provided however, that the contractor will not be required to produce for inspection any records covering periods of time more than one year prior to the date of this contract.

c. The contractor agrees that if any of the obligations of this contract are to be performed by a subcontractor, then the provisions of a and b of this section will be incorporated into and become a part of the subcontract.

SECURITY TWIC IMPLEMENTATION PROCEDURE

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

Transportation Worker Identification Credential (TWIC)

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

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

TWIC: Universal Enrollment Centers

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

JAXPORT Business Purpose Credential

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

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

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

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

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

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

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

TWIC Escort Provisions

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

JAXPORT Approved TWIC Escort Vests:

ML KISHIGO Brilliant Series-Orange X Back

<https://mlkishigo.com/product/x-back-vest-1530-1531/>

FULLSOURCE ERB S340-Blue

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

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

Truck drivers, vendors, labor may not conduct escorts.

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

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

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

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

Federal regulation definition: 33.CFR 101.105

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

JAXPORT TWIC ESCORTS

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

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

Examples:

1. \$425.00 for one escort for an 8 hour day (=3 TWIC Credentials)
2. \$2125.00 for one escort for 5 days @ 8 hour days (=16 TWIC Credentials)

NOTE:

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

**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 _____ **JAXPORT** _____
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 _____, 2018

NOTARY PUBLIC

My commission expires:

ACKNOWLEDGEMENT AND ACCEPTANCE OF E-VERIFY COMPLIANCE

E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

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

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

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

Company Name Name of Official (Please Print)

Signature of Principal Title: Date

REQUIRED LIMITS OF INSURANCE

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

1. WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

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

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

- \$100,000 (Each Accident)
- \$500,000 (Disease-Policy Limit)
- \$100,000 (Disease-Each Employee)

2. COMMERCIAL GENERAL LIABILITY

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

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury, Each Occurrence	\$500,000
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 (for on going operations) and CG 20 37 (for completed operations), or substitute endorsements providing equivalent coverage, will be attached to Contractors CGL, and to the commercial umbrella.

REQUIRED LIMITS OF INSURANCE

3. BUSINESS AUTO POLICY

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

Insurance Deductible: In the event of a claim, any deductibles applicable to the Insurance will be deducted from claim payments made by the insurance underwriter. Owner and Contractor agree that Contractor shall be solely responsible for the entire amount of the deductibles.

Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Owner to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

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

If the contractor maintains higher limits than the minimum insurance limits shown above, JAXPORT requires and shall be entitled to coverage for the higher limits maintained by the contractor.

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

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

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

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

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

BID BOND FORM
JAXPORT PROJECT NO.: T2020-07
JAXPORT CONTRACT NO.: MC-1722
EQUIPMENT UPGRADE & REPAIRS TO GROUNDWATER RECOVERY SYSTEM
TALLEYRAND MARINE TERMINAL

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ as
Principal and _____ as
Surety, are hereby held and firmly bound unto JAXPORT, in the sum of
_____ dollars (\$_____) as liquidated damages for payment
of which, well and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns.

The Conditions of the above obligation are such that whereas the Principal has
submitted to JAXPORT, a certain Proposal attached hereto and hereby made part
hereof, to enter into a Contract Agreement in writing, for construction of
_____.

NOW THEREFORE,

- (a) If said Proposal shall be rejected or withdrawn as provided in the
Instructions to Bidders attached hereto or, in the alternative,
- (b) If said Proposal shall be accepted and the Principal shall sign and deliver a
formal contract document in the form of the Contract Agreement attached
hereto (properly completed in accordance with said Proposal) and shall
furnish the specified Bonds required by Section V of the Contract
Documents in the amount equal to one hundred percent (100%) of the
base bid within ten (10) consecutive days after the receipt of said
contract,

thence this obligation shall be void, otherwise, it shall remain in force and effect; it
being expressly understood and agreed that the liability of the Surety for any and all
claims hereunder in no event shall exceed the amount of this obligation as herein
stated.

The Surety, for value received, hereby stipulates and agrees that the obligations
of said Surety and its bond shall be in no way impaired or affected by an extension of

BID BOND FORM
JAXPORT PROJECT NO.: T2020-07
JAXPORT CONTRACT NO.: MC-1722
EQUIPMENT UPGRADE & REPAIRS TO GROUNDWATER RECOVERY SYSTEM
TALLEYRAND MARINE TERMINAL

the time within which such Proposal may be accepted, and said Surety does hereby waive notice of any extension.

The sum herein stated shall be due and payable to JAXPORT, and the "Surety" herein agrees to pay said sum immediately upon demand of said JAXPORT in good and lawful money of United States of America; as liquidated damages for failure thereof of said "Principal".

IN WITNESS WHEREOF, the said _____,
As "Principal" herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, this _____
Day of _____ A.D., 20____.

AS PRINCIPAL (SEAL)

ATTEST:

Its _____

**Signed, Sealed and Delivered
In the presence of:**

Its _____
By _____
AS SURETY

PERFORMANCE BOND

BOND NO.: _____

As to the Contractor/Principal:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Surety:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Owner of the Property/Contracting Public Entity:

Name: _____

Principal Business Address: _____

Telephone: _____

Description of project including address and description of improvements:

Contractor and Surety are each held and firmly bound unto the Jacksonville Port Authority, a body politic and corporate in Duval County, Florida, as Obligee (hereinafter called "JPA"), in the amount of _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20____, entered into a contract with the JPA for **Equipment Upgrade & Repairs to Groundwater Recovery System, Talleyrand Marine Terminal**, all of said work to be done in strict accordance with any advertisement for bids for said work and done in strict compliance with the drawings and specifications for said work and requirements of the JPA proposal and award therefore and of the contract and all documents included as a part of the contract (hereinafter referred to collectively as the "Contract"), all of which are by reference made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall: (1) Promptly and faithfully perform said Contract; and (2) perform the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and (3) pay the JPA all losses (including delay and disruption damages), expenses and costs, that the JPA sustains because of a default by Contractor under the Contract; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED that, the Surety hereby waives notice of any alteration or extension of time made by the JPA, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect Surety's obligation under this bond.

PROVIDED further that, whenever Contractor shall be, and declared by the JPA to be in default under the Contract, the JPA having performed the JPA's obligations hereunder, the Surety shall, at the JPA's sole option, either:

(1) Within fourteen (14) days of notice of elected option by the JPA, remedy the default and pay the JPA all losses, actual damages (including delay and disruption damages), expenses, costs, and statutory attorney's fees, including appellate proceedings, pursuant to Section 627.756, Florida Statutes, that the JPA sustains because of a default by Contractor under the Contract and will save the JPA harmless on account of all claims and damages to persons, property or premises arising from delay in meeting either milestone dates or the Contract completion date; or

(2) Award a bid contract with a completion contractor and issue notice to proceed within twenty-one (21) days of notice by the JPA to the Surety of the default of Contractor and demand by the JPA for Surety to complete the Contract. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, or, if the JPA elects, upon determination by the JPA and the Surety jointly of the lowest bidder and the JPA, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the responsible qualified

bidder, arrange for a contract between such balance of the contract price, including other losses, actual damages (including delay and disruption damages), expenses, costs and statutory attorney's fees, including appellate proceedings, pursuant to Section 627.756, Florida Statutes, for which the Surety may be liable hereunder. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by the JPA to Contractor under the Contract and any amendments thereto, less the amount properly paid by the JPA to Contractor; or

(3) Within fourteen (14) days of notice of elected option by the JPA, tender to the JPA the full amount necessary in order for the JPA to completely perform and carry out completion of the Contract in accordance with its terms and conditions and in order to save the JPA harmless on account of all claims and damages to persons or property, and pay the JPA for all losses, actual damages (including delay and disruption damages), including those arising from delay in meeting either milestone dates or the Contract completion date, expenses, costs and statutory attorney's fees, including appellate proceedings, pursuant to Section 627.756, Florida Statutes.

PROVIDED further that, the Surety shall save the JPA harmless from any and all damages, including expenses, costs, contractual damages, injury, negligence or default, patent infringement and actual damages (including delay and disruption damages) and assessments which may arise by virtue of any defects in work or materials within a period of one (1) year from the date on which the JPA makes final payment under the Contract.

PROVIDED further that, during any interim period after the JPA has declared Contractor to be in default but Surety has not yet remedied the default in the manner chosen by the JPA, Surety shall be responsible for securing and protecting the work site including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site.

PROVIDED further that, no right of action shall accrue on this bond to or for the use of any person or corporation other than the JPA named herein or the heirs, executors, administrators or successors of the JPA.

IN WITNESS WHEREOF, the said Principal and the said Surety have duly executed this bond the ____ day of _____, 20____.

ATTEST:

ATTEST:

By: _____ By: _____
Its Its
AS PRINCIPAL

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

ATTEST:

ATTEST:

By: _____ By: _____
Its Its
AS SURETY

NAME OF AGENT: _____

ADDRESS: _____

TELEPHONE NO: (____) _____ FACSIMILE NO: (____) _____

Countersigned:

By: _____ **Bond I.D. No:** _____
State of Florida

Name of Firm: _____

Address: _____

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT.

CONTRACT NUMBER _____
PAYMENT BOND
CONTRACT BOND REQUIRED
BY SECTION 255.05, FLORIDA STATUTES

Bond No. _____

As to the Contractor/Principal:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Surety:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Owner of the Property/Contracting Public Entity:

Name: _____

Principal Business Address: _____

Telephone: _____

Description of project including address and description of improvements:

Contractor and Surety are each held and firmly bound unto the Jacksonville Port Authority, as a group, and each member individually, as Obligee (hereinafter called Owner), in the amount of _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment whereof Contractor and surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor and Owner have by written agreement dated the ____ day of _____, 20____, entered into a contract for **MC-1722, TMT** all of said work required to be done in strict compliance with the drawings, plans and specifications prepared by the Jacksonville Port Authority Engineering and Construction Department for said work and in strict compliance with the requirements of the contract and all documents included as a part of the contract (hereinafter referred to collectively as the Contract), all of which are by reference made a part hereof to the same extent as if fully set out herein.

Promptly makes payments to all lienors or claimants supplying labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract, including any authorized extensions or modifications thereof, then this bond is void; otherwise, it remains in full force and effect.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the Owner, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or with the changes do not affect Surety's obligation under this bond.

PROVIDED, further, that no action shall be instituted or prosecuted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies, or the date the rental equipment was last on the jobsite available for use.

IN WITNESS WHEREOF, the said Principal and the said Surety have duly executed this bond the ____ day of _____, 20____.

ATTEST:

ATTEST:

By: _____

By: _____

Its

Its PRINCIPAL

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ATTEST:

ATTEST:

By: _____

By: _____

Its

Its SURETY

NAME OF AGENT: _____

ADDRESS: _____

TELEPHONE NO. (____)_____

FACSIMILE NO: (____)_____

Countersigned:

By: _____

Bond I.D. No: _____

State of Florida

Name of Firm: _____

Address: _____

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT.

JAXPORT CONTRACT NO. MC-1722

PROJECT NO. T2020-07

1. Project Title

EQUIPMENT UPGRADE AND REPAIRS TO THE GROUNDWATER RECOVERY SYSTEM FOR THE FORMER ARMOUR FERTILIZER FACILITY

2. Project Location and Legal Address

Talleyrand Marine Terminal – Main Gate
2085 Talleyrand Ave.
Jacksonville, FL 32206

3. Background

JAXPORT seeks a Contractor to upgrade and repair certain equipment and components of an existing groundwater recovery system at the former Armour Fertilizer and Chemical Works Facility that was located on what is now the Talleyrand Marine Terminal. The existing system is specifically located on JAXPORT property currently leased by Southeast Toyota Distributors (SET) at 1751 Talleyrand Avenue.

The existing system includes eight (8) extraction wells (EW-1 through EW-8) with individual flowmeters, one (1) compliance well (CW-1), System Control and Data Acquisition components, an extraction well totalizer, piping, controls, control wiring, and trenching.

4. Scope of Work

Contractor shall provide all necessary skilled labor, materials, equipment, subcontracts, supervision, procurement, small tools, site safety, daily clean-up, and all other things manifestly required to render a complete and useable groundwater recovery system in accordance with the Specification prepared by Golder Associates dated November 22, 2019 attached hereto and incorporated into the contract. Contractor shall attend a weekly meeting with JAXPORT to update project status, resolve any outstanding issues, and coordinate with Talleyrand management. Unless otherwise agreed to with Talleyrand Marine Terminal Manager, Mr. Ken Page, Contractor shall not directly coordinate with SET. Coordination with SET will be by and through Mr. Page or his designated staff in consultation with the Contractor.

5. System and Components

Appendices A, B, and C in the attached Specification specify certain components by brand name and model number. Only the cited brand name and model number products are