

REQUEST FOR QUOTE

RFQ No. 22-RSS



RECYCLING AND SHREDDING SERVICES

RFQ DUE DATE: Thursday, April 14, 2022 by 2:00 PM (EST)

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

Jacksonville Port Authority
Jerrie Gunder, Contract Specialist
Procurement Services

Jerrie.Gunder@jaxport.com

Fax Number: (904) 357-3077

JAXPORT.com/procurement/active-solicitations

**REQUEST FOR QUOTE 22-RSS
RECYCLING AND SHREDDING SERVICES
FOR THE JACKSONVILLE PORT AUTHORITY**

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SCOPE OF WORK

RECYCLING AND SHREDDING SERVICES FOR THE JACKSONVILLE PORT AUTHORITY

SCOPE OF WORK

The Jacksonville Port Authority (JAXPORT) is seeking a qualified and licensed firm to provide **RECYCLING AND SHREDDING SERVICES** for various areas of the Port and its Marine Terminals on a per schedule basis. Therefore, the purpose of this Request for Quote (RFQ) is to request information about your company's ability to provide these services and to obtain pricing commitment for per specifications outlined in this RFQ.

JAXPORT does not guarantee any number of scheduled pick-ups. JAXPORT, without invalidating the RFQ, may make changes by altering, adding or deleting locations as needed.

SITES OF COLLECTION

The Contractor is required to visit the sites and to familiarize themselves with the nature and extent of the work and any local conditions that may affect the work to be completed, as well as, the equipment and labor required to complete the work. No allowance will be made for conditions overlooked by the Contractor.

CONTRACTOR EQUIPMENT AND PERSONNEL

The Contractor will only use trucks that are identified with the Contractor's name. All trucks will meet all applicable state and federal guidelines and will be operated safely while on JAXPORT property. All drivers must have an appropriate valid commercial driver's license. Trucks servicing sites at the terminals must comply with security regulations (including a requirement to obtain and present a badge for access to some recycle bin locations). Contractor personnel will be neat in appearance and will be courteous at all times. Contractor personnel will either wear or have available for review a photo identification card or company badge.

Proposer is required to provide employees with TWIC badges throughout the life of the contractual agreement. Personnel entering JAXPORT Blount Island Marine Terminal at any time without a TWIC badge will be provided a TWIC Escort and charged accordingly at the rates listed in JAXPORT's Tariff schedule.

CONTRACTOR SERVICES REQUESTED

The Contractor agrees to furnish RECYCLING AND SHREDDING SERVICES including equipment, supervision, all labor and materials (except as provided in part 5 below) for Contract No. RFQ 22-RSS as shown and described below representing the Agreement between the parties.

1. The Contractor shall provide RECYCLING AND SHREDDING SERVICES to collect, recycle, and shred (as designated and provided for) JAXPORT's office paper, aluminum, plastic, and other types of paper materials (cardboard, newspapers, magazines, phone books, folders, manila envelopes, etc.).
2. The Contractor shall pick up from the Owner's specified locations the recyclable and shredding materials to be disposed on a bi-weekly basis (every other week), or as notified by JAXPORT that materials are ready for pickup / destruction.
3. The pick-up locations for all materials to be recycled are listed in Exhibit "A" attached to this RFQ.
4. Prior to implementation of Recycling Services, the Owner agrees to purchase the containers outright and is not obligated to return them to the Contractor at the end of the Contract term.
5. Contractor shall provide eight (8) 96-gallon recycle containers and three (3) shred bins as designated on the quotation form with respective locations and quantities.
6. The Contractor-provided containers will be placed at central locations at each of the locations designated.

7. Documentation of destruction is required with shredding services.
8. Shred bins will have locks and JAXPORT will be provided a key for each shred bin by the Contractor.

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. JAXPORT will not be responsible for the cost to replace any 96-gallon containers or shred bins damaged by normal wear and tear, this includes vandalism. JAXPORT agrees to be responsible *only* for units totally destroyed as result of negligence on the part of the user activity. Vandalism is considered normal wear and tear and JAXPORT will not be held accountable for damaged units.

AWARD

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

JAXPORT reserves the right to accept and/or reject any or all quotes, in whole or in part. There is no obligation to award the RFQ to the lowest quoted offer; JAXPORT reserves the right to award the RFQ to the bidder submitting the quote that JAXPORT, in its sole discretion, determines will be most advantageous and beneficial. JAXPORT will be the sole judge of which quote will be in its best interest and its decision will be final.

CERTIFICATION/BIDDER QUALIFICATIONS

Bidder must be a qualified and licensed bidder and have current experience in providing the types of services required under this RFQ. The bidder must become fully aware of the specifications provided in this RFQ. Failure to do so will not relieve a successful bidder of its obligation to furnish "Recycling and Shredding Services" at the quoted prices and in accordance with the terms and conditions of this RFQ.

RESPONSIBLE BIDDER CRITERIA

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

- A. Quoted Total Price
- B. Degree of experience in required disciplines and references from customers.
- C. Adherence to specifications listed on this RFQ.

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

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

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 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 website and advertised on JAXPORT's website under Active Solicitations at <https://www.jaxport.com/procurement/>

The deadline for questions will be FRIDAY, APRIL 1, 2022 by 9:00 AM (EST).

INSURANCE

- A. Without limiting its liability under the contract, the Bidder will obtain and maintain at its sole expense during the life of the contract, insurance of the types and in the minimum amount stated below:
- (1) Commercial General Liability (\$100,000 limit).
 - (2) Auto coverage 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 \$300,000 per accident for bodily injury and property damage. Failure of Contractor to maintain the required insurance shall constitute a default under this Agreement and, at Owner's option, shall allow Owner to terminate this Agreement.
 - (3) Workers Compensation/Employers Liability at Florida Statutory.
 - (4) DEDUCTIBLES AND SELF-INSURED RETENTIONS: Any deductibles or self-insured retentions must be declared to and approved by JAXPORT.
 - (5) ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a Best's rating of no less than A: VI, and approved to do business in the State of Florida.
- B. JAXPORT requires a waiver of subrogation endorsement for all insurance coverages listed. The insurance specified above will, either by separate policy, provisions in the policies or by special endorsements attached thereto, insure JAXPORT against the risks to which it is exposed as the owner of the premises. The inclusion of JAXPORT as an additional insured is not intended to, and will not make JAXPORT a partner or joint venture with Bidder in Bidder's services at JAXPORT. Such policies will also insure Bidder against the risks to which it is exposed as the Bidder authorized under this contract and will be for full coverage without any deductibles and/or retentions subject to approval by JAXPORT.
- C. The proof of insurance supplied before execution of this contract will have the words "endeavor to" stricken.
- D. All insurance will be maintained in force until completion of the work, and will include an endorsement requiring thirty (30) days prior written notice to JAXPORT's Risk Manager before any change or cancellation is made effective.
- E. Such insurance will be written by a company or companies licensed to do business in the State of Florida and satisfactory to JAXPORT. Before commencing any work under this contract, certificates evidencing the maintenance of said insurance will be furnished to JAXPORT and will be subject to the approval of JAXPORT's Risk Manager, P.O. Box 3005, Jacksonville, FL 32206.
- F. Any sub Bidders of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Sub Bidders' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Company shall submit sub Bidders' Certificates of Insurance to JAXPORT prior to allowing sub Bidders to perform Work on JAXPORT's job sites

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 7:30 AM - 4:30 PM. 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. Arrangements can be made by calling JAXPORT Access Control Phone# (904) 357-3344.

TWIC Escort Provisions

To ensure contractors can begin work after they receive a Notice to Proceed, JAXPORT will allow prime contractors to have dedicated employee TWIC Escort(s) to handle those contractor employees who have not yet received their TWIC. 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. 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.

RESPONSE TIME

Return quote responses no later than **THURSDAY, APRIL 14, 2022 by 2:00 PM (EST)** to the attention of Jerrie Gunder, Contract Specialist, “EITHER” by Email to Jerrie.Gunder@jaxport.com ~or~ by Fax Number at (904) 357-3077. **Please select only one (1) of the submittal options, multiply submittals will be rejected.** JAXPORT no longer accepts any bid packages submitted by Mail or Hand-Delivery. Please visit the JAXPORT’s website at www.jaxport.com for more information and updates.

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

PRICES

Prices offered shall be firm for a period of one (1) year from award date of this contract. At the sole discretion of JAXPORT the contract may be extended for up to four (4) additional one (1) year periods. Upon receipt of a renewal request or within 30-days of the annual anniversary date of the award, JAXPORT will consider an increase or decrease in rate/price if the Awardee submits a written request for escalation or notice of de-escalation prior to the start of the renewal period.

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

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

INVOICES

All invoices must include at minimum a description, address/location, date of service and total invoice cost.

- A. All invoices will reference Contract **RFQ # 22-RSS**. Submit an electronic copy via emailed to:

accounts.payable@jaxport.com

~ or ~

mailed the original and one copy to:

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

- B. Invoices will be processed following normal JAXPORT payment procedures, which are **thirty (30) days net after receipt of an approved invoice**. Special or early payments will not be authorized.
- C. Attached to the invoice, the contractor must also include an approved work ticket signed by a JAXPORT Inspector.

WITHDRAWAL OF QUOTES

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

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QUOTE FORM
RECYCLING AND SHREDDING SERVICES
FOR THE JACKSONVILLE PORT AUTHORITY

BIDDER'S NAME: _____

The Jacksonville Port Authority (JAXPORT) is seeking a qualified and licensed firm to provide "Recycling and Shredding Services" for various areas of the Port and its Marine Terminals. Proposed fees must include all cost associated with labor, supervision, materials, equipment and any other related charges necessary to perform these services in accordance with the specifications. All work is to be accomplished in a professional manner. Be mindful, awarded company and all employees will be required to have a TWIC Badge for access to certain areas of the Port and its Marine Terminals.

MONTHLY RECYCLING AND SHREDDING SERVICES						
ITEM NO.	LOCATION/DESCRIPTION	UNIT OF MEASURE	ESTIMATED NUMBER OF BINS	ESTIMATED SCHEDULED PICK-UPS	MONTHLY UNIT COST	EXTENDED MONTHLY UNIT COST <small>(EST NO. OF BINS "X" MONTHLY UNIT COST)</small>
1a	Port Central Office Building (PCOB) 2831 Talleyrand Avenue Jacksonville, FL 32206	96-Gallon Recycle Containers	4 EACH	Every 2 Weeks	\$	\$
1b	Port Central Office Building (PCOB) 2831 Talleyrand Avenue/HR Office Jacksonville, FL 32206	Secure/Lock Shred Bin	1 EACH	Once a Month	\$	\$
2a	Talleyrand Warehouse 2064 East 11 th Street Jacksonville, FL 32206	96-Gallon Recycle Containers	2 EACH	Every 2 Weeks	\$	\$
2b	Talleyrand Warehouse 2064 East 11 th Street Jacksonville, FL 32206	Shred Bin	1 EACH	Every 2 Weeks	\$	\$
3a	Blount Island Marine Terminal (BIMT) 5945 William Mills Street Jacksonville, FL 32226	96-Gallon Recycle Containers	2 EACH	Every 2 Weeks	\$	\$
3b	Blount Island Marine Terminal (BIMT) 5945 William Mills Street Jacksonville, FL 32226	Shred Bin	1 EACH	Every 2 Weeks	\$	\$
*TOTAL EXTENDED MONTHLY COST - (Items 1a-3b):					\$	

ANNUAL TOTAL

Compensation will be paid in accordance with the proposed monthly unit costs stated on the above Quotation Form. JAXPORT prefers to award this contract to the bidder offering the lowest price consistent with meeting all specifications, terms and conditions set forth in this RFQ for a period of one (1) year and at the discretion of JAXPORT, to include four (4) additional one (1) year renewal options. Any modifications, exceptions, or omissions contained within the Quotation Form, shall be grounds for disqualification of RFQ.

***Total Extended Monthly Cost:** \$ _____ **X 12 = \$** _____ **/Per Year**
(amount from above)

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

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

- Name, phone number, and email address for three (3) customer references
- Evidence that the company is licensed to do business in the State of Florida
- Authorized Agent Acknowledgement Form (*below*)
- Acknowledgement of Addenda, *if any*
- Conflict of Interest Certificate (Exhibit "A")
- Sworn Statement of Public Entity Crimes (Exhibit "B")
- E-Verify Compliance Form (Exhibit "C")

Return responses no later than **THURSDAY, APRIL 14, 2022 by 2:00 PM (EST)**

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

Jacksonville Port Authority
Jerrie Gunder, Contract Specialist
Procurement Services

Jerrie.Gunder@jaxport.com

~ or ~

Fax Number: (904) 357-3077

ACKNOWLEDGEMENT

Acknowledgement of the following addenda is hereby made:

Addendum No 1: _____ Date: _____ Bidder's Init.: _____
Addendum No 2: _____ Date: _____ Bidder's Init.: _____

Acknowledgement of Authorized Agent:

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

Date: _____

Company Name: _____

Bidder is a (check one): 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: _____

**REQUEST FOR QUOTE # 22-RSS
RECYCLING AND SHREDDING SERVICES
FOR THE JACKSONVILLE PORT AUTHORITY**

NO BID FORM

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

**Jacksonville Port Authority
Attn: Procurement Services
2831 Talleyrand Avenue
Jacksonville, FL 32206
Jerrie.Gunder@JAXPORT.com**

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

Name of Firm: _____

Signature: _____

Printed Name: _____

Title: _____

Telephone Number: _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

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 quote/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 quote 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 Jacksonville Port Authority (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 proposal 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 proposals or applies to proposal 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 bidder list. **(Attach a copy of the final order)**

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

(signature)

(date)

STATE OF _____

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

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

NOTARY PUBLIC

My commission expires:

EXHIBIT C

ACKNOWLEDGEMENT AND ACCEPTANCE OF E-VERIFY COMPLIANCE

E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

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

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

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

Company Name

Name of Official *(Please Print)*

Signature of Principal

Title

Date