

# REQUEST FOR QUOTE

RFQ No. 22-LMS



## LAWN MAINTENANCE SERVICES

*100% SEB PARTICIPATION ONLY*

**RFQ DUE DATE: MONDAY, JULY 18, 2022 by 2:00 PM (EDT)**

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

**Jacksonville Port Authority  
Jerrie Gunder, Contract Specialist  
Procurement Services**

**[Jerrie.Gunder@jaxport.com](mailto:Jerrie.Gunder@jaxport.com)**

***~ or ~***

**Fax Number: (904) 357-3077**

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

**REQUEST FOR QUOTE 22-LMS  
LAWN MAINTENANCE SERVICES  
FOR THE JACKSONVILLE PORT AUTHORITY**

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**SCOPE OF WORK**  
**REQUEST FOR QUOTE 22-LMS**  
**LAWN MAINTENANCE SERVICES**  
**FOR THE JACKSONVILLE PORT AUTHORITY**

The Jacksonville Port Authority (JAXPORT) is seeking a qualified and licensed firm to provide year-round **LAWN MAINTENANCE SERVICES** at the Jacksonville Port Authority, Port Central Office Building (PCOB), located at 2831 Talleyrand Avenue, Jacksonville, FL 32206. Based on the present availability of JSEB/DBE/SBA/MBE/WBE to perform the type of work required on this contract, the Authority has determined the goal established for this contract is **100% SEB Participation**. Therefore, the purpose of this Request for Quote (RFQ) is to request information about your company's ability to provide these services as outlined and to obtain a pricing commitment per specifications outlined in this RFQ.

**SITE OF SERVICES**

The Contractor is required to visit the site 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. An aerial map of PCOB lawn is provided as **ATTACHMENT NO. 2**.

**"NON-MANDATORY" SITE VISIT**

In an effort to help reduce the threat of the COVID virus and keep employees and business socially safe, JAXPORT will allow, at your convenience a **"DRIVE-THRU SITE VISIT"** of the grounds/lawn surrounding the Port Central Office Building (PCOB), located at 2831 Talleyrand Avenue, Jacksonville, FL 32206. Participants can exit their vehicles if a closer examination of the grounds is needed, however, do not walk on or disturbed the landscape.

***Please be advised, the parking lot is monitored by security cameras 24/7 and you will not be allowed to enter the building for any reason to discuss and/or ask questions regarding this RFQ. JAXPORT's Staff/Guards reserve the rights at any time and without cause to ask for proof of ID and/or to request you exit the premises. Visitation of the site must be completed by 5:00 PM (EDT), TUESDAY, JULY 5, 2022.***

**QUESTIONS & ADDENDUM**

Any questions regarding this RFQ 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, which will be posted on JAXPORT's website under Active Solicitations at <https://www.jaxport.com/procurement/> and emailed directly to all known prospective bidders registered in E-Builder.

**The deadline for questions will be THURSDAY, JULY 7, 2022 by 9:00 AM (EDT).**

**GENERAL**

The Contractor agrees to furnish **LAWN MAINTENANCE SERVICES** to include all labor, materials, equipment, and supervision. In addition to **LAWN MAINTENANCE SERVICES**, the contractor will be responsible for sprinkler system maintenance services, parts and emergency repairs. All work is to be accomplished in a professional manner.

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

It is the policy of JAXPORT to require the inclusion of firms owned and controlled by Jacksonville Small Business Enterprises (JSEBs), Disadvantaged Business Enterprise (DBE), Small Business Administration Certified Firms (SBA), Women Business Enterprise (WBE) and Minority Business Enterprises (MBEs) in contract awards and projects whenever feasible. This policy is consistent with the administrative mandate set out by the United States Department of Transportation in the Code of Federal Regulations in Title 49 at the CFR Part 23.

The Authority has determined this service contract will be **100% SEB (JSEB/DBE/SBA/MBE/WBE) MANDATORY** Participation and has been designated only for the competition of certified vendors under any SEB categories. At the time of bid opening, Bidders are required to submit with their quote proof of current certification. For further information concerning certification, see **ATTACHMENT NO. 1**.

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

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

## **AWARD**

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

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

## **CERTIFICATION/BIDDER QUALIFICATIONS**

Bidder must be a qualified and licensed bidder and have current experience in providing the types of services required under this RFQ. The 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 "Lawn Maintenance 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 where you have performed similar services within the last three (3) years. Include the contact person's name, name of company, phone number, and email address for each reference.

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

## **INSURANCE**

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

- A. Without limiting its liability under the contract, the Awardee will obtain and maintain at its sole expense during the life of the contract, insurance of the types and in the minimum amount stated below:
- (1) Commercial General Liability (\$1,000,000 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.

## RESPONSE TIME

Submit quotes no later than **MONDAY, JULY 18, 2022 by 2:00 PM (EDT)** to the attention of Jerrie Gunder, Contract Specialist, "EITHER" by Email to [Jerrie.Gunder@jaxport.com](mailto: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.

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

## PRICES

Prices offered shall be firm for 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 anniversary date of the award, JAXPORT will consider an increase or decrease in rate/price if the Awardee submits a written request for escalation or notice of de-escalation prior to the start of the renewal period.

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

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

## INVOICES

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

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

[accounts.payable@jaxport.com](mailto: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. The Awardee will be required to submit a monthly invoice along with supporting documentation. The invoice will be reviewed by the appropriate JAXPORT personnel and if correct, then processed for payment.

## 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).

## **SCHEDULE OF WORK**

The Jacksonville Port Authority (JAXPORT) is seeking a qualified and licensed firm to provide year-round Lawn Maintenance Service, including “as needed” sprinkler maintenance and repair at the Jacksonville Port Authority, Port Central Office Building (PCOB), 2831 Talleyrand Avenue, Jacksonville, FL 32206.

JAXPORT, without invalidating the RFQ, may make changes by altering, adding or deleting services as needed. This Contract only applies to the PCOB location, however, JAXPORT reserves the right to add or delete any facility under this RFQ.

The following duties are separated by Weekly, Quarterly, Semi-Annual, and Annual actions.

### **Weekly**

1. Mow lawn anytime on Saturday. In case of rain, mow anytime Sunday or after 6:00 PM (EDT), Monday through Friday. All other times mowing is not allowed due to increased potential of vehicle damage. All vehicle damage claims due to flying debris and or lawn equipment collision will be forwarded to the Lawn Maintenance Service provider for handling.
2. Edge all curbs, drives and sidewalks.
3. Blow and remove all foreign materials, clippings and leaves from the parking lots, walkways, and curbs.
4. Pick up and dispose of owner’s premises all litter and debris from around perimeter of the building, on the lawns, and in the parking lots.
5. Weed control property lines, fence lines, sidewalk cracks, and building perimeter.
6. Maintain beds (including beds under all trees) by removing all clippings, weeds, vines, dead flower heads and litter to achieve a neat and professional appearance.
7. The contractor will be supplied access to the sprinkler system once per week to conduct a mandatory complete system operational test. This test is to ensure no damage occurred to the system during completion of the lawn maintenance duties. Any damage to sprinkler lines, fittings and or heads will be repaired by the Lawn Maintenance Service provider immediately.
8. Weed control of beds, sidewalk cracks and curbs by chemicals applied by the contractor. The supply of all chemicals must be included in the Lawn Maintenance Service contract. The contractor is responsible for replacement of plants that have bad reactions due to chemical applications.

### **Quarterly**

1. Trim all trees and bushes quarterly. Goal is to keep the trees and bushes consistently shaped and keep all trees and bushes from touching the building exterior.

### **Semi-Annual**

1. At the beginning of Spring (Mid-March) and Fall (Mid-September), all annuals will be replaced. All stressed plants will be replaced with same kind of plant unless so directed by the Building Manager.
2. Prune all trees semiannually. Goal is to properly maintain and improve the health of the trees.

### **Annually**

1. All palm tree fronds are to be trimmed at least once a year. All removed fronds must be disposed of on the owner’s property at the Contractor’s expense.



**QUOTE FORM**  
**REQUEST FOR QUOTE 22-LMS**  
**LAWN MAINTENANCE SERVICES**  
**FOR THE JACKSONVILLE PORT AUTHORITY**

**PROPOSED COST**

Compensation will be paid in accordance with the proposed weekly unit costs stated on this Quote 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.

**COST PER WEEK:** \$ \_\_\_\_\_ **X 52 = \$** \_\_\_\_\_ **/ANNUAL COST**

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

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



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:

- Quote Form (page 8)
- 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
- Proof of Current SEB Certification
- Authorized Agent Acknowledgement Form
- 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 **MONDAY, JULY 18, 2022 by 2:00 PM (EDT)**

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

**Jacksonville Port Authority  
Jerrie Gunder, Contract Specialist  
Procurement Services**

**[Jerrie.Gunder@jaxport.com](mailto:Jerrie.Gunder@jaxport.com)**

***~ or ~***

**Fax Number: (904) 357-3077**

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**REQUEST FOR QUOTE 22-LMS  
SMALL AND EMERGING BUSINESS (SBE)  
PARTICIPATION POLICY, GOALS, CONDITIONS AND INSTRUCTIONS**

**POLICY**

It is the official policy of the Jacksonville Port Authority (JAXPORT) to require the inclusion of firms owned and controlled by Small and Emerging Business Enterprises in contract awards and projects whenever feasible.

**The Authority has determined that the MANDATORY participation will be 100% SEB (JSEB/DBE/SBA/MBE/WBE) for this contract. This bid has been designated *only* for the competition of vendors in any of the categories listed below:**

**CERTIFICATION**

Jacksonville Small and Emerging Business Enterprise (JSEB): JSEB vendors must be COJ certified and included in the Directory prior to the date of the bid opening or have a pending application that is resolved prior to award.

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

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

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

**SEB Agencies**

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

**Jacksonville Transportation Authority  
Disadvantaged Business Enterprise Program  
100 N. Myrtle Avenue  
Jacksonville, Florida 32203  
(904) 598-8728  
[www.itafla.com](http://www.itafla.com)**

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

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

**Minority Business Development Agency  
Miami District Office  
51 Southwest, 1<sup>st</sup> Avenue  
Miami, Florida 33130  
(786) 315-0888  
[www.mbda.gov](http://www.mbda.gov)**

### **SEB Certified Vendor Obligation**

Bidders are required to submit proof of current certification with the respective agencies at the time of bid opening. Vendors who do not meet this requirement will be considered non-responsive and ineligible for award. In addition, submission of a bid by a prospective bidder shall constitute full acceptance of all conditions outlined in this bid specification. Please note that in order to maintain the integrity of its SEB Program JAXPORT is requiring that the successful Bidder performs at least 50 percent (50%) of the total value of the work, failure to do so will constitute a breach of contract.

For further information concerning participation in this bid, please contact:

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



REQUEST FOR QUOTE # 22-LMS  
 PCOB AERIAL MAP OF LAWN  
 (Mowing & Gardening Areas Highlighted)



**REQUEST FOR QUOTE # 22-LMS  
LAWN MAINTENANCE SERVICES  
FOR THE JACKSONVILLE PORT AUTHORITY**

**NO BID FORM**

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

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

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**Company Name**

**Name of Official** *(Please Print)*

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**Signature of Principal**

**Title**

**Date**