



# JAA SOLICITATION



Our Goal is To Be An Airport System Financially Sound and Self Supporting, Operated in a Safe, Secure, Efficient and Environmentally Responsible Manner.



## INVITATION TO BID (ITB) No.: 21-17- 42001

*JAX WATER TANK RECOATING AND MISCELLANEOUS REPAIRS  
FOR THE JACKSONVILLE AVIATION AUTHORITY*

**JACKSONVILLE, FL**

Assigned Buyer: Samantha Smid  
Procurement Manager: LeNedda Edwards

JAA Department of Procurement 14201 Pecan Park Road, Jax. FL 32218  
Email: [samantha.smid@flyjacksonville.com](mailto:samantha.smid@flyjacksonville.com) (Phone) 904.741.3209

## INVITATION TO BID

BID NUMBER 21-17-42001

### JAX WATER TANK RECOATING AND MISCELLANEOUS REPAIRS

#### for the JACKSONVILLE AVIATION AUTHORITY

In response to recent directives regarding COVID-19 – also known as Coronavirus – and its unforeseen impact upon the Jacksonville Aviation Authority (JAA) and its traveling public, JAA has instituted an electronic solicitation submission process which, as described herein, will be used for this solicitation.

A **Pre-Bid Meeting** will be held at 10:00 AM (local time), March 9, 2021 via Tele Conference.

- Join by phone toll free call: 408-418-9388
- Access Code: 132 884 7910#

Questions regarding this bid must be received by 5:00 PM (local time) on Friday, March 12, 2021 for consideration.

JAA will receive bids electronically via DemandStar.com until 2:00 PM (local time) on March 30, 2021 to provide JAX Water Tank Recoating and Miscellaneous Repairs at Jacksonville International Airport.

A **15% SBE** participation goal has been established for this Invitation to Bid (“ITB”).

HAND DELIVERED, MAILED, FAXED OR EMAILED BIDS WILL NOT BE ACCEPTED.

To register with Demand Star.com, visit: <https://www.demandstar.com/registration>

For information on how to navigate DemandStar.com, please see Exhibit “F”.

All Bids must be submitted in accordance with Invitation to Bid Number 21-17-42001, which may be obtained after 8:30 AM (local time) on March 1, 2021 from [www.flyjacksonville.com](http://www.flyjacksonville.com), (click on Bid Opportunities) or DemandStar.com

JAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and related regulations, hereby notifies all those who may potentially respond to this solicitation that any contract resulting from this advertisement will be awarded fairly. Disadvantaged business enterprises will be afforded a full and fair opportunity to submit a response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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## GENERAL INFORMATION

### **REQUESTS FOR DISTRIBUTION SHEETS OR PRE-BID ATTENDANCE SHEETS**

Copies of the Invitation to Bid (ITB) Distribution Record and/or the Pre-Bid Attendance Record may be requested by contacting the Procurement Department of the Jacksonville Aviation Authority (JAA).

### **SUBMISSION OF BIDS**

JAA will receive bids electronically via Demandstar.com until 2:00 PM (local time) on March 30, 2021. Bids must be uploaded into Demandstar.com E-Bidding System prior to 2:00 PM on March 30, 2021.

**HAND DELIVERED, MAILED, FAXED OR EMAILED SUBMISSIONS WILL NOT BE ACCEPTED.**

### **PUBLIC RECORDS REQUIREMENTS**

JAA is required to comply with Section 119.07 of the Florida Statutes. Depending on the type of project for which bids are requested, the items read at the opening will vary. Sealed bids are not public records subject to mandatory disclosure under the Florida Public Records Law until such time as JAA provides notice of a decision or intended decision to award the contract or 30 days after opening, whichever is earlier. All parts of bids, including exhibits, are subject to the Public Records Law, and a Respondent may not exclude any portion of the Bid unless specifically exempted from disclosure by Florida Law. Exemption of financial statements applies only to required submittal for pre-qualification of Respondents on public works projects.

**IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS, CONTACT JAA'S CUSTODIAN OF PUBLIC RECORDS:**

**Alissa Bowles, Revenue Compliance Specialist  
14201 Pecan Park Road  
Jacksonville, Florida 32218  
904.741.3672**

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

Notwithstanding the above statement and/or requirement regarding public records, requests for or access to public records within JAA's possession may be made or obtained by contacting JAA at (904) 741-3672. If copies are requested, an appropriate charge will be assessed, upon the receipt of which all copies will be made available within a reasonable time consistent with the requirements of Florida Statutes. All those submitting responses to this solicitation will be provided notice of decisions regarding its award.

### **CONTACT WITH JAA STAFF**

From the time of receipt or publication of this solicitation, all parties who intend to directly or indirectly submit a response to the solicitation shall direct all contact with JAA through JAA's Procurement Director or the assigned Buyer hereto. If the question or comment deals with a subject matter that is outside of the knowledge or responsibility of JAA's Procurement Department, Procurement will direct the question or comment to the appropriate person or authority. Other than as permitted herein, respondents to this solicitation may not contact JAA's executives and staff, award or evaluation committee members, Board of Directors, or those representing JAA's interests in this solicitation for the purpose of discussing the same. Violation of this provision may result in bid/proposal rejection and/or respondent debarment.

## ARTICLE I – INSTRUCTIONS TO RESPONDENTS

### 1.01 RECEIPT AND OPENING OF BIDS

JAA will receive Bids in response to this solicitation until March 30, 2021 at 2:00 PM (local time) for the purpose of selecting a company to provide JAX Water Tank Recoating and Miscellaneous Repairs at Jacksonville International Airport.

The Bids will be publicly opened via Tele-Conference. Join by phone call **1-408-418-9388**, **access code: 132 426 6507#**. Please email [samantha.smid@flyjacksonville.com](mailto:samantha.smid@flyjacksonville.com) if you need assistance.

### 1.02 DELIVERY OF BIDS

Bids will be received electronically via DemandStar.com

To register with DemandStar.com, visit: <https://www.demandstar.com/registration>

For information on how to navigate DemandStar.com, please see **Exhibit “F”**.

All Bids must be submitted in accordance with ITB No. 21-17-42001, which may be obtained on Monday, March 1<sup>st</sup>, 2021 from [www.flyjacksonville.com](http://www.flyjacksonville.com) (click on “Bid Opportunities”) or DemandStar.com

Subject to JAA's discretion to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent, late bids, as determined by the date stamp for upload into DemandStar.com, will not be considered and may be returned to the Respondent as non-responsive. Each Respondent is fully responsible for ensuring that its Bid is uploaded to DemandStar.com and shall assume the risk of non-delivery or untimely delivery caused by failure to upload by the designated date and time. This ITB does not commit JAA to pay costs or expenses.

### 1.03 CONTRACT DOCUMENTS

The Contract Documents give the description of the services to be performed under this solicitation. The required qualifications of Respondents, other technical information, and the term of the contract are also contained in these documents.

### 1.04 EXAMINATION OF CONTRACT DOCUMENTS AND SPECIFICATIONS

The Respondent is required to carefully examine the Scope of Services required and the Contract Documents. It will be assumed that the Respondent has investigated and is fully informed of the conditions, the character and quality of services to be performed, and the type of services to be provided, and of the requirements of the Contract Documents.

### 1.05 OBLIGATION OF RESPONDENTS

The Respondent must fully learn of JAA's requirements for the services to be provided. Failure to do so will not relieve a successful Respondent of its obligation to carry out the provisions of the ITB. The Respondent must be familiar and comply with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the services. In addition, the Respondent will be held responsible for having examined the details of the proposed Scope of Services. The Respondent will use its personal knowledge and experience or professional knowledge as to the character of the proposed services, and any other conditions surrounding and affecting the proposed services. The submittal of a Proposal will be construed as evidence that all Respondent obligations have been satisfied and no subsequent allowance will be made in this regard.

Prior to contract issuance, the Respondent must provide documentation that it is authorized to do business in the State of Florida and possesses any required federal, state and local licensing, if any, in order to perform the scope of services contemplated herein.

## **1.06 ADDENDA - CHANGES WHILE BIDDING**

No interpretation of the meaning of any part of the ITB or other Contract Documents, or corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Respondent orally. All requests for written interpretations or corrections **MUST** be submitted via email to JAA's Procurement Department, Attn: Samantha Smid at [samantha.smid@flyjacksonville.com](mailto:samantha.smid@flyjacksonville.com). Each Respondent is fully responsible for ensuring that its requests for written interpretations or corrections is timely received.

**All requests must be received by March 12, 2021 at 5:00 PM (local time) in order to be given any consideration.** All such interpretations and supplemental instructions will be in the form of a written Addenda to the ITB documents, which, if issued, will be posted on the JAA website, [www.flyjacksonville.com](http://www.flyjacksonville.com). However, it is the responsibility of each Respondent, prior to submitting its Bid, to contact JAA Procurement Department at (904) 741-3209 to determine if any Addenda were issued and to make such Addenda a part of its Bid. In case any Respondent fails to acknowledge receipt of any such Addenda in the space provided on the Bid Form, its Bid will nevertheless be construed as though the Addenda has been received and acknowledged. Only the interpretations or corrections so given by JAA Procurement Department in writing will be binding, and prospective Respondents are advised that no other source is authorized to give information concerning, or to explain or interpret the ITB Documents.

## **1.07 PREPARATION OF BID**

Bids will be submitted in the form, and in the order outlined in the Bid Form. All information must be typed in or legibly printed in ink.

If the Bid is made by an individual, he or she must sign his or her name therein and state his or her address and the name and address of every other person interested in the Bid as principal. If the Bid is made by a firm, partnership or joint venture, the name and address of each member of the firm, partnership or joint venture must be stated. If the Bid is made by a corporation, the Bid must be signed by an authorized officer or agent subscribing the name of the corporation with his or her own name. **FAILURE TO SIGN YOUR BID WILL CONSTITUTE A MATERIAL IRREGULARITY AND WILL RESULT IN THE REJECTION OF THE BID.** Such officer or agent must also state the name of the State under which the corporation is chartered, and the names and business address of the President, Secretary and Treasurer. If applicable, also provide evidence of registration with the Secretary of the State of the State of Florida for doing business in the State of Florida.

## **1.08 WITHDRAWAL OF BIDS**

Any Bid may be withdrawn by written request of the Respondent until the date and time established herein for opening of the Bids. Any Bid not timely withdrawn will, upon opening, constitute an irrevocable offer for a period of 90 days (or until one or more of the Bids have been duly accepted by JAA, whichever is earlier) to furnish the goods and /or services contemplated herein. JAA decision and/or action on bids normally will be taken within 60 days after bid opening; however, no guarantee or representation is made as to the time between the bid opening and the subsequent JAA decision and/or action regarding an award. To the extent negotiations are required and the negotiation and/or award process does not result in an executed contract with the top-ranked Respondent, JAA reserves the right to: (i) initiate the same with the next ranked Respondents until such time as an executed contract results; or (ii) otherwise proceed as permitted pursuant to its Procurement Code.

## **1.09 MANDATORY RESPONDENT CRITERIA**

Respondents must meet the following mandatory requirements to be considered for the award of the contract. Respondents will address each mandatory requirement specifically in their Bid. In order for JAA to consider the qualifications of Respondents for this Project, each Respondent must provide an acknowledgement on company letterhead and written documentation that it meets the following Mandatory Minimum Qualifications:

- A. Respondent must possess and provide a current copy of all applicable licenses and certifications required to perform the required services, but is not limited to City of Jacksonville and State of Florida licenses.

#### **1.10 RESPONSIBLE RESPONDENT CRITERIA**

In considering responsiveness, as well as responsibility, JAA will examine each timely received response against the factors listed below. Respondents will address each factor specifically in their Bid.

- A. Bid Price, **Article IV**.
- B. Respondent shall submit the Bidder Questionnaire, **Exhibit B**.

JAA reserves the right to reject any and all Bids, in whole or in part, or to waive any non-conformance in Bids or any other bid irregularities whenever such rejection or waiver is minor in nature and is in the best interest of JAA.

#### **1.11 DISQUALIFICATION OF RESPONDENTS**

Any of the following causes may be considered sufficient for the disqualification of a Respondent or rejections of the Bid (this does not represent an exhaustive list):

- A. Submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names. If a company has more than one division, only one Bid may be submitted for the same company.
- B. Evidence of collusion among Respondents.
- C. Incomplete work for which the Respondent is committed by contract, which, in the judgment of JAA, might hinder or prevent the prompt completion of the work contemplated herein if awarded to such Respondent.
- D. Being in arrears on any existing agreement with JAA or having defaulted on a previous contract with JAA. For purposes of this section, attempts to create a new entity, partner with an existing entity or person, or otherwise hold oneself out as another firm or business for the purpose of shielding any individual, firm, partnership, corporation or similar concern from the application of this provision may be considered grounds for disqualification of all those persons or entities involved.
- E. Items 'C' and 'D' above will be considered by JAA after the opening of Bids, and, if found to apply to any Respondent, JAA will notify the Respondent that its Bid will not be considered for an award of the Contract. The Respondent has five (5) business days to appeal in writing this decision to the JAA CEO, via the Procurement Department, and the decision of the JAA CEO will be final.

#### **1.12 REJECTIONS OF IRREGULAR BIDS**

Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. JAA reserves the right to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent.

#### **1.13 CONFLICT OF INTEREST CERTIFICATE**

The Respondent must execute either Section 1 or Section II of the Conflict of Interest Certificate, **Exhibit C**, relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of Respondent's proposal.

#### **1.14 PUBLIC ENTITY CRIME**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the

construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

### **1.15 PRE-BID MEETING**

In response to recent directives regarding COVID-19 – also known as Coronavirus – and its unforeseen impact upon the Jacksonville Aviation Authority (JAA) and its traveling public, JAA has instituted an electronic solicitation method which, as described herein, will be used for this solicitation.

A Pre-Bid Meeting will be held at 10:00 AM (local time), March 9, 2021 via Tele Conference.

- Join by phone call: 408-418-9388
- Access Code: 132 884 7910#

**If a site visit is necessary, each company will schedule individual timeslots to view the area. Due to COVID-19, it is requested that only 1-2 representatives per company schedule a timeslot. Face masks will be required to enter JAA Facilities.**

### **1.16 LOCAL PREFERENCE PROGRAM**

In an effort to stimulate economic growth and development of local businesses and keep local resources in the community, JAA has established a Local Preference Program (LPP) to encourage local businesses to participate in the competitive process of supplying goods and services to JAA.

The term “Local Business” or “Local Respondent” shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in the particular business at issue, which has been in business and maintained its permanent place of business in the normal market area for a minimum of one (1) year prior to the solicitation release date and has at least three (3) full-time employees living in the normal market area. The JAA’s Normal Market Area is Baker, Clay, Flagler, Duval, Nassau, Putnam and St. Johns counties.

The Local Business shall perform or operate on a day-to-day basis and provide a substantial component of the goods or services, which are being procured by JAA.

If your business meets the requirement of Local Business or Local Respondent, you must submit the Local Business Verification Form, **Exhibit E**.

### **1.17 SMALL BUSINESS ENTERPRISES (SBE) PARTICIPATION**

JAA is committed to providing an opportunity for local small/disadvantaged/minority owned firms by promoting the development of small businesses within our normal market area. It is the policy of JAA to provide small businesses with identical information and an equitable opportunity to compete for business from JAA. This is an invitation for local small/disadvantaged/minority businesses to become involved in the total procurement of JAA sponsored projects, goods and services. JAA’s local market area is defined as Duval, Clay, Baker, St. Johns or Nassau Counties, which market area is specific to this section only and should not be confused with the Normal Market Area designated for participation in JAA’s Local Preference Program.

**A 15% SBE participation goal has been established for this Invitation to Bid (“ITB”).** Firm(s) are encouraged to propose participation by SBE or Jacksonville Small Emerging Business (“JSEBs”) to perform functions of work required in this ITB. Proposed SBE/JSEB firms must be currently certified to participate. A list of certified firms is available at <https://jaxseb.coj.net/>. Additional assistance can be obtained by calling the SBE Program Administrator at (904) 741-3861. To meet the SBE goal, submit SBE forms 1-5, **Exhibit D**.

Local DBE firms certified within the Federal Aviation Administration (FAA) or the Florida Department of Transportation’s (FDOT) DBE programs will automatically be considered and eligible to participate on JAA contracts and purchases as SBEs, as long as the DBE entity is located within the counties of



Duval, St. Johns, Clay, Nassau & Baker. DBE firm information is available by visiting: <https://faa.dbesystem.com/> or by visiting <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

### **1.18 NON-DISCRIMINATION PROVISIONS**

The Respondent generally agrees to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended. The Equal Employment Opportunity Clause in Section 202, paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled Veteran and Veterans of the Vietnam Era, is incorporated herein by a specific reference. The Respondent specifically agrees to comply with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discriminations on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

### **1.19 BID BOND**

As a material requirement of this bid, each Respondent must furnish with its Bid a bid bond or a cashier's check payable to JAA in the amount of **5 percent (5%)** of Respondent's total Bid price as a surety that: (i) the Bid will not be withdrawn for ninety (90) calendar days from date of bid opening; and (ii) Respondent will enter into a binding contract to do the work as proposed and in accordance with the solicitation documents. By submitting a bid, Respondents generally acknowledge that their bid bonds will not be excused by mistakes or errors in computation or discharged until a contract has been executed and, if required hereunder, a properly executed payment and/or performance bond is provided and accepted in lieu of the bid bond. To the extent the successful Respondent fails to enter into a formal contract or fails to provide a satisfactory performance bond, it will forfeit its bid bond. Any bond required hereunder must be secured from and executed by a surety duly licensed to do business in the State of Florida. Failure to furnish the bond, including power of attorney, if required, may result in rejection of the Bid.

### **1.20 PAYMENT AND PERFORMANCE BOND**

The successful Respondent must furnish a payment and performance bond in the amount of **100 percent (100%)** of the contract amount upon the execution of the Contract to guarantee the performance of all terms and conditions stated in the Contract (once a satisfactory performance bond is received from the successful Respondent hereto and a contract is fully executed for the work contemplated hereunder, said Respondent's bid bond will be released). The performance bond must be with a corporate surety authorized to do business in the State of Florida and acceptable to the JAA. The bond will be specifically conditioned to perform this Contract.

### **1.21 EVALUATION AND AWARD**

JAA reserves the right to accept or reject any or all Bids, in whole or in part. JAA reserves the right to award the ITB to the Respondent submitting a bid which is most advantageous and in the best interests of JAA. Tie bids will be awarded pursuant to JAA's Local Preference Program and if after its application the tie remains, preference will be given to the Respondent that certifies it has implemented a drug-free workforce program. If a tie still remains, JAA will award the ITB in the manner determined to be in the best interests of JAA. JAA will be the sole judge of the bids and the resulting award that is in its best interest and its decision will be final. The JAA CEO has final approval authority for any resulting agreement. This ITB is subject to the availability of budgeted funds.

Within 10 days after notice of award is made, the successful Respondent will be given a JAA purchase order and Respondent must acknowledge receipt. Award will not be binding until this purchase order has been received and acknowledged by the Respondent to contain the terms of the contract. Respondent terms different from JAA's (on JAA purchase order or contained in the Contract) will not be allowed.

JAA's intended award decision for this solicitation and the results of the Awards Committee's action regarding the same will be posted on JAA's:

- (i) Public Notice Board located in the first-floor lobby of JAA's Administration Building at 14201 Pecan Park Road, Jacksonville, Florida 32218; and/or
- (ii) Website at <http://www.flyjacksonville.com/Awards2015.aspx>

**IT IS THE SOLE RESPONSIBILITY OF THE RESPONDENT TO KNOW AND DETERMINE THE DATE AND TIME ANY INTENDED DECISION, RECOMMENDATION, OR ACTION IS TAKEN OR POSTED BY JAA.**

#### **1.22 PUBLIC MEETING REQUIREMENTS**

JAA is required to comply with Section 286.011 of the Florida Statutes. Therefore, certain types of staff meetings and meetings of JAA Awards Committee or JAA Board are required to be held in public, with sufficient notice made of the date and time of the meeting. All notices of public meetings are posted at JAA Administration Building, 14201 Pecan Park Road, 1<sup>st</sup> Floor, Jacksonville, FL 32218 and/or <http://flyjax.com/Pmeetings2015.aspx>

#### **1.23 PROTEST PROCEDURES**

Any Respondent adversely affected during this ITB solicitation process may file a Notice of Protest, including all particulars of facts and law on which the protest is based. This notice must be in writing and addressed to the JAA, Attn: Procurement Director, 14201 Pecan Park Road, 2<sup>nd</sup> Floor, Jacksonville, FL 32218. A proper notice of protest may be timely filed in writing pursuant to JAA's Protest Procedures, access to which may be obtained by contacting the Procurement Buyer assigned to this solicitation or by visiting JAA's website at <http://www.flyjacksonville.com/PDFs/award-protest.pdf>.

**IT IS THE SOLE RESPONSIBILITY OF THE PROTESTANT TO KNOW AND DETERMINE THE DATE AND TIME ANY INTENDED DECISION, RECOMMENDATION, OR ACTION IS TAKEN OR POSTED BY JAA.**

#### **1.24 EXECUTION OF THE AGREEMENT**

Within 10 business days after Notice of Award, the successful Respondent will furnish the required certificates of insurance and any other requirements and enter into a formal Agreement with JAA. Failure to execute the resulting Contract as provided in these documents within 10 business days after the date of Notice of Award will be just cause to rescind the award, unless such failure has been caused by JAA, which award may then be made to another Respondent or this solicitation may be re-advertised. The Respondent whose award JAA rescinded may be considered irresponsible if JAA elects to re-advertise this solicitation. No award will be binding upon JAA until the Contract contemplated herein has been fully executed.

***(The remainder of this page has been intentionally left blank)***

## ARTICLE II – GENERAL CONDITIONS

### 2.01 DEFINITIONS

**AUTHORITY** – Jacksonville Aviation Authority

**BID** – The approved forms on which the Respondent is to submit, or has submitted, its prices for the items requested in the bid.

**CECIL** – Cecil Airport

**CONTRACT** – The Contract consists of the document labeled JAX Water Tank Recoating and Miscellaneous Repairs, ITB Number 21-17-42001; Respondent's Bid; and any Addenda issued prior to and any Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

**CONTRACTOR** – Any individual, firm or corporation entering into a Contract to perform the Scope of Services.

**CONTRACT ADMINISTRATOR** – Designated representative(s) of JAA assigned to monitor the Contract to ensure full compliance with all terms and conditions contained within the Contract document. Monitoring activities include progress of work, inspection and acceptance of services, quality assurance and issuance of payment receipts.

**CONTRACTOR REPRESENTATIVE** – Individual(s) designated in writing by the Respondent as the Respondent's Representative, with authority to act for the Respondent in all matters, including changes to Contract terms.

**CONTRACTING OFFICER** – Designated JAA individual, who provides JAA Inspector and/or JAA Contract Administrator with Contract information and monitors the administration of the Contract to ensure compliance with terms by both JAA and the Respondent. The Contracting Officer is the only individual authorized to make Contract modifications.

**DAYS** – Calendar days unless otherwise specified.

**DBE** – Disadvantage Business Enterprise.

**ELIGIBLE USER** – Public agencies and other eligible users that will order products and/or services directly from the Respondent under the Contract. By ordering products and/or services under the Contract, the Eligible User agrees to its terms. Eligible Users are not, however, parties to the Contract. Eligible Users participating in the Contract do so according to the following terms: (1) non JAA Users assume and bear complete responsibility with regard to performance of any contractual obligation or term; (2) breach of a Contract term by any particular User shall not be deemed a breach of the Contract as a whole, which shall remain in force and effect, and shall not affect the validity of the Contract nor the Respondent's obligations to non-breaching Users or JAA; (3) JAA shall not be liable for any breach by non-JAA Users; (4) each non-JAA User and the Respondent guarantee to save JAA and its officers, agents, and employees harmless from liability that may be or is imposed by their failure to perform in accordance with their obligations under the Contract.

**FAA** – Federal Aviation Administration.

**HERLONG** – Herlong Recreational Airport

**INSPECTOR** – Designated representative(s) of JAA, assigned to monitor the services, advise of problem areas and to give a report of conformance or of rejection. The Inspector will be designated at the award of Contract.

**JAA** – Jacksonville Aviation Authority

**JAX** – Jacksonville International Airport

**JAXEX** – Jacksonville Executive at Craig Airport

**JSEB** – Jacksonville Small Emerging Business

**Local Business or Local Respondent** – The term “Local Business” or “Local Respondent” shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in the particular business at issue, which has been in business and maintained its permanent place of business in the NMA for a minimum of one (1) year prior to the solicitation release date and has at least three (3) full-time employees living in the NMA. The Local Business shall perform or operate on a day-to-day basis and provide a substantial component of the goods or services which are being procured by the Authority.

**Normal Market Area (NMA)** – The Authority’s Normal Market Area is Baker, Clay, Flagler, Duval, Nassau, Putnam and St. Johns counties.

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

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

**RESPONDENT** – Any individual, firm or corporation submitting a bid for the items requested.

**SERVICES** – Everything required to furnishing or performing under this contract document.

**SBE** – Small Business Enterprise.

**TSA** – Transportation Security Administration.

## **2.02 SCOPE OF SERVICES AND CHANGES IN SERVICES**

The services to be provided under this resulting Contract are specified in Article III, Scope of Services, with descriptions of the tasks to be completed, the reports to be furnished and other Contract requirements. JAA, without invalidating the Contract, may request additional services or make changes by altering, adding to, or deducting from the services, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated price. Changes in the services and the Contract sum may only be changed by prior written agreement executed by the parties with proper authorization to do so.

## **2.03 RESULTING CONTRACT TERM**

The Contract term will be from the effective date of contract execution through final acceptance of the water tank recoating. The Contract may be terminated at any time with 30 days written notification, with or without cause, by JAA. All JAA Contracts are subject to the availability of budgeted funds.

## **2.04 INDEMNIFICATION**

Any Contract resulting from the ITB will include the following provisions:

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

## 2.05 INSURANCE

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as JAA's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

**Commercial General Liability:** Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability nor Professional Liability. **In the event the contractor requires AOA access, then the Commercial General Liability Limit will be not less than \$5,000,000.**

**Business Automobile Liability:** Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 (non-AOA access) Each Occurrence. Contractor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. **In the event the contractor requires AOA access, then the Business Automobile Liability Limit will be not less than \$5,000,000.**

**Worker's Compensation Insurance & Employers Liability.** Contractor shall maintain Worker's Compensation Insurance & Employer Liability in accordance with Chapter 440, Florida Statutes, as now or hereafter amended. Coverage shall be provided on a primary basis.

**Cyber Liability Insurance:** Respondent shall procure and maintain Cyber Liability Insurance at a limit of liability not less than \$1,000,000 per occurrence or claim. JAA must receive 30-day notice of intent to cancel, non-renew, or make material change in coverage. Cyber Liability Insurance Coverage shall contain the following:

- (a) Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- (b) Network security liability arising from the unauthorized use of, access to, or tampering with, or destruction of data and/or computer systems.
- (c) Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- (d) Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- (e) Liability arising from the rendering, or failure to render, professional services.

**Additional Insured:** Contractor agrees to endorse JAA as an Additional Insured with a CG2026 Additional Insured – Designated Person or Organization endorsement or similar endorsement, to the Commercial General Liability and Business Auto Liability. The Additional Insured shall read "Jacksonville Aviation Authority."

**Waiver of Subrogation:** Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance:** Contractor agrees to provide JAA a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum 30-day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

Jacksonville Aviation Authority  
Risk Management Department  
14201 Pecan Park Road  
Jacksonville, FL 32218

**Umbrella or Excess Liability:** Contractor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. CONTRACTOR agrees to endorse JAA as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure "True Follow-Form" basis.

**Right to Revise or Reject:** JAA reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, JAA reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due.

## **2.06 RESPONSIBILITIES OF THE RESPONDENT**

- A. A mandatory post award conference will be scheduled after the Contract is awarded which is normally held within 10 business days after contract award. The Respondent will furnish the certificates of insurance, copies of licenses, permits and other items required by JAA.
- B. The Respondent will begin the services as described in the Contract upon issuance of a written Notice to Proceed by JAA.
- C. The Respondent is responsible for the professional services, technical accuracy, and timely completion of the work to be done, and for compliance with all terms and conditions of the Contract.
- D. The Respondent will remain liable for all damages to, or incurred by, JAA caused by the Respondent's negligent performance of any of the services furnished under this Contract.
- E. The Respondent represents that it is an independent Respondent and not an employee of JAA, nor are any of Respondent's employees performing services in furtherance of this Contract to be considered employees of JAA. The Respondent is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Respondent will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Respondent.
- F. The Respondent will designate in writing a qualified person(s) to act as its representative. The Respondent's Representative(s) will have authority to act for the Respondent in all matters covered by this Contract. The Respondent's Representative(s) will be authorized to submit written estimates and any changes to these estimates, make joint inspections with JAA Inspector at time designated by JAA and will be available to meet with JAA during the working hours of JAA and to answer questions for JAA Inspector and JAA Contracting Officer.
- G. The Respondent will comply with all provision of the Contract and will not commence any additional work without submitting a written estimate of charges to the designated JAA Inspector. All charges over this estimate must be pre-approved in writing by JAA Inspector, or payment will only be made for only the original estimated amount.

- H. The Respondent will have a competent Respondent's Representative on the job at all times when services are being performed with full authority from the Respondent and who is satisfactory to JAA.
- I. JAA Security Badges are not required for this contract. Company-issued identification badges will be required to be worn by Respondent's personnel at all times.
- J. All personnel employed by the Respondent will be competent, trustworthy and properly trained. The Respondent and its employees will be required to comply with all the applicable regulations of JAA. JAA will require the Respondent to remove from JAA property all employees deemed careless, incompetent, or otherwise objectionable and/or detrimental to JAA interests. All personnel assigned to JAA must understand and clearly speak English.
- Any vehicles used by Respondent employees will have the company name clearly visible with a sign on the side or with an easily readable placard or sign in the front window and will only be parked in designated parking areas. All items brought into the JAX Terminal or moved into security zones must be cleared through the applicable security control checkpoints.
- K. In addition to all JAA security rules and regulations, which will be provided to the Respondent at the post award conference, the Respondent will inform their employees, and ensure their compliance with the following:
- (1) No illegal guns, knives or other weapons are allowed on JAA premises.
  - (2) No drugs or other prohibited substances, including alcohol, are allowed on JAA premises.
  - (3) All building regulations concerning smoking.
- L. The Respondent is responsible for the repair or replacement cost of any damage to JAA property. Failure to report the same within the specified time may be cause for termination of this Contract. The Respondent is responsible for reporting, in writing, within twenty-four (24) hours the occurrence of damage to property of JAA or its tenants. Failure to report the same within the specified time may be cause for termination of this Contract.
- M. The Respondents/Subcontractors/Independent Operators employees will not be assisted or accompanied by non-employees during the performance of the Scope of Services.
- N. The Respondent will furnish all equipment and supplies necessary to perform the services of the Contract.
- O. The Respondent is liable for any expense incurred as a consequence of any traffic infraction or parking violations attributable to employees of the Respondent.
- P. The Respondent agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on JAA property at the sole discretion of JAA. This is for the protection of users of the Airport.

## **2.07 WARRANTY – MINIMUM REQUIREMENTS**

In the performance of the Scope of Services under this solicitation, the Respondent and its employees and/or Subcontractors shall exercise the degree of skill and care required by customarily accepted good practices and procedures in the industry. All services under this solicitation are warranted for a period of two years following final acceptance of the services. If any failure to meet the foregoing warranty appears within two years after services are accepted by JAA, the Respondent shall repair any defects or failures in accordance with the Technical Specification.

## **2.08 RESPONSIBILITIES OF THE JAA**

- A. At the post award conference, JAA will provide a list of personnel, with phone numbers, who are designated as JAA contacts. The list will be updated as necessary.
- B. JAA will promptly notify the Respondent, or his designated representative of any problems encountered during the Contract term and will arrange for a meeting to resolve issues.

## **2.09 COMPENSATION**

Compensation will be paid in accordance with the Respondent's quotation price submitted on the Bid Form and accepted by JAA, subject to post quotation negotiations, value engineering, etc. Invoices shall be submitted to the Authority's Project Manager for review and approval prior to payment. Invoices will be processed in accordance with normal JAA procedures, which is 30 days net (20 days net for certified small businesses) after receipt of an approved invoice. JAA, at its sole discretion, may authorize advance payments, deposit or partial payments.

## **2.10 ACH PAYMENT PARTICIPATION ACKNOWLEDGEMENT**

JAA is endeavoring to process its accounts payable transactions even more efficiently through the Automated Clearing House (ACH) payment method. Submitting a quote in response to this solicitation shall represent an acknowledgement that, as a condition precedent to Respondent receiving an award in this matter and receiving payments thereunder, Respondent will complete and return JAA's ACH Authorization Form, a draft copy of which is attached hereto as **Exhibit G**. JAA will make every effort to secure the information obtained through this initiative in accordance with Florida Law, under which banking information and account numbers are currently considered confidential and exempt from public record.

**PLEASE BE ADVISED THAT JAA'S ACH AUTHORIZATION FORM SHOULD NOT BE COMPLETED AND SUBMITTED AS PART OF RESPONDENT'S BID OR PROPOSAL DOCUMENTS.**

The completion and return of JAA's ACH Authorization Form is only required if Respondent is notified of a potential award, at which time an actual copy of the form will be provided. If it has previously completed and returned this form and there has been no changes to the information contained therein, Respondent shall provide JAA written notice and documentation of the same.

## **2.11 PERMITS AND LICENSES**

Work permits and licenses necessary to carry out the services will be secured and paid for by the Respondent and remain in effect throughout the duration of the Contract.

## **2.12 JAA'S RIGHT TO TERMINATE THE RESULTING CONTRACT**

The resulting Contract may be terminated by JAA in accordance with this clause whenever JAA determines that such termination is in the best interest of JAA. Such termination will be affected by a 30-day prior written notice to the Respondent stating the date upon which such termination becomes effective.

JAA may terminate the Contract should the Respondent have repeated and sustained Federal Aviation Administration (FAA) and / or Transportation Security Administration (TSA) security regulation violations or as determined by JAA.

Unsatisfactory performance by the Respondent may result in immediate cancellation of the Contract. If such Contract is terminated, JAA reserves the right to open negotiations with the next rank Respondent until a successful completion of negotiations and execution of a Contract.

Termination of the Contract in accordance with its agreed termination provisions will not give rise to any claims of improper termination, termination in bad faith, or the like or to the payment of any compensation, recoupment of expenditures made by Respondent pursuant to the Contract, or the like predicted in such termination.



The Contract is always subject to availability of budgeted funds.

### **2.13 ASSIGNMENT**

The Respondent will not assign or otherwise transfer its rights under the Contract without the prior written consent of JAA, nor will the Respondent assign any monies due or to become due to him hereunder, without the prior written consent of JAA.

### **2.14 SUBCONTRACTORS**

If Subcontractors are to be used, the Respondent will, as soon as practicable after signing the Contract, notify JAA in writing the names, address and contact information of Subcontractors proposed for the work. Subcontractors will not be employed unless and until they are approved by JAA. The Respondent is as fully responsible to JAA for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. It is the responsibility of the Respondent to ensure that Subcontractors comply with all terms and conditions of this Contract. Nothing contained in the Contract documents creates any contractual relationship between the Subcontractors and JAA. JAA requires that all Subcontractors enter into a formal Contract with the prime Respondent that clearly lists all of the agreed upon conditions. The Respondent shall furnish proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

### **2.15 PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS**

Generally, when the Respondent receives payment from JAA for labor, services or materials furnished by Subcontractors and suppliers hired by JAA, the Respondent shall remit payment due (less proper retainage) to those Subcontractors and suppliers within 20 calendar days after Respondent's receipt of payment from JAA. Nothing herein shall prohibit Respondent from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, the Respondent may withhold the disputed portion of any such payment only after Respondent has provided notice to JAA and to the Subcontractor and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute, (iii) specifically describe the actions required to cure the dispute, (iv) be delivered to JAA and to the said Subcontractor or supplier within 10 calendar days after the Respondent's receipt of payment from JAA. The Respondent shall pay all undisputed amounts due within the time frames specified in this section.

### **2.16 SAFETY STANDARDS**

It is the intent that all specifications are in full and complete compliance with all Federal and State of Florida laws and regulations that apply to the type and class of equipment being provided or services being performed. This includes, but is not limited to, Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) standards, and Florida requirements for external noise control that apply to the type and class equipment being provided or services being performed. If an apparent conflict exists, the Respondent must contact JAA immediately. In addition, any Federal and State legislation which should become effective regarding equipment safety will immediately become a part of this contract. Respondent will have the option to meet or exceed any such safety standard.

### **2.17 CHANGES IN PERSONNEL**

The Respondent will notify JAA contact in writing, prior to affecting a personnel change concerning the personnel assigned to the Contract. JAA will have the right to reject any personnel assigned to perform work under this Contract.

**2.18 NO INDIVIDUAL LIABILITY**

No member, officer, agent, director or employee of JAA or Respondent will be charged personally or held contractually liable by or to the other party under the terms or provisions of the Contract or because any breach thereof or because of its or their execution or attempted execution.

**2.19 ARTICLE/SECTION HEADING**

The article and section headings contained in this ITB are included for convenience only and are not to be considered a part hereof or affect in any manner the construction or interpretation of the ITB.

**2.20 ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of the Contract, the provisions of JAA's ITB Number 21-17-42001 and Respondent's Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) the Contract; 2) this ITB; 3) Respondent's Proposal; and 4) the Purchase Order.

**2.21 GOVERNING LAW AND VENUE**

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

**2.22 NONWAIVER**

Failure by either Party to insist upon strict performance of any of the provisions of this Contract will not release either Party of any of its obligations under the Contract.

**2.23 ENTIRE AGREEMENT**

This Contract is the entire agreement of the Parties and the Parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this Contract. Respondent agrees that no representations have been made by JAA to induce the Respondent to enter into the Contract other than as expressly stated in this Contract. This Contract can neither be changed orally, nor by any means other than by written amendments expressly referencing this Contract and signed by all Parties hereto.

**2.24 PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Respondents should be aware that the ITB's and the responses hereto are public record. However, the Respondents are requested to identify specifically any information contained in their proposals, which they believe to be exempt from public disclosure, citing specifically the applicable exempting law. JAA will consider a Respondent's opinions regarding the applicability of Chapter 119, Florida Statutes, but shall not be obligated to concur in such opinions and shall have no liability to a Respondent for making public any information contained in a response hereto. All Proposals received from Respondents in response to the ITB will become the property of JAA and will not be returned to the Respondents. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of JAA.

**2.25 TIME REQUIREMENT/SCHEDULE**

For every requirement of this solicitation and the resulting Contract, time is of the essence.

The anticipated bidding and construction schedule for this project is as follows.

|                     |                 |
|---------------------|-----------------|
| Advertise for bids: | March 1, 2021;  |
| Pre-Bid Meeting:    | March 9, 2021;  |
| Questions Due:      | March 12, 2021; |

|                          |   |
|--------------------------|---|
| Bids Due:                | March 30, 2021;                                 |
| JAA Awards Committee:    | April 26, 2021;                                 |
| Construction NTP:        | May 10, 2021;                                   |
| Construction Completion: | August 7, 2021 (90-Calendar Day Contract Time). |

By submitting a bid, Respondents are confirming their ability to meet these contract dates.

## **2.26 DAMAGES**

The Respondent acknowledges that it can be compensated adequately by money damages for any breach of the Agreement that may be committed by JAA. The Respondent agrees that no default, act or omission of JAA shall constitute a material breach of the Agreement entitling the Respondent to cancel or rescind the same or to suspend or abandon performance thereof; and the Respondent hereby waives any and all rights and remedies to which the Respondent might otherwise be entitled to because of any wrongful act or omission of JAA, saving only the Respondent's right to money damages.

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## ARTICLE III – SCOPE OF SERVICES

### STEEL TANK RECOATING AND MISCELLANEOUS REPAIR

#### PART 1: GENERAL

##### 1.01 WORK INCLUDED

- A. This Specification covers the work necessary to make minor repairs and replace the coating system of an existing steel tank as suitable for municipal water contact, complete, and as specified herein. Work includes, but is not limited to, the following:
1. Surface preparation and the installation of the coating system to the entire tank surface exterior, including pedestal bottom, base plate, platforms, anchor bolts, man door, appurtenances, shell, access hatch, access tube, structural members, catwalks, balconies, related mechanical metals, appurtenances and roof.
  2. No spray application coating system will be accepted or applicable.
  3. No abrasive blasting will be accepted or applicable. Brush and/or rolled application is required.
  4. Coordinate with wireless carriers the removal of their facilities for tank infrastructure repairs, related replacement appurtenances and coating system application and testing efforts.
  5. Replace, Repair and clean steel tank elements as part of structural, including roof support structure, such items are listed below:
    - a. Repair exterior corrosion areas on tank steel base anchor bolts and chairs.
    - b. Replace exterior corroded nuts(2) on tank pedestal foundation base plate anchor bolts.
    - c. Repair exterior corrosion areas on tank Pedestal Bottom up to Roof.
    - d. Repair exterior corrosion on Pedestal Man Door.
    - e. Repair exterior corrosion area at Cathodic Protection Cover Plate.
    - f. Repair exterior corrosion at top of Access Tube.
    - g. Repair exterior corrosion and clean out the top of the access tube at the air gap vent, assess vent gap, and install an insect screen.
    - h. Replace Access Tube Roof Hatch.
    - i. Repair exterior corrosion of Access Tube Manhole.
    - j. Repair exterior corrosion of tank handrails.
    - k. Repair exterior corrosion of tank platform structural members.
    - l. Repair exterior corrosion of tank Roof.
    - m. Insulate openings or ports of tank where conduit, cabling and other appurtenances enters to the tank interior. Insulating these areas will minimize moisture, water and other intrusions which can enhance interior corrosion of the tank infrastructure. Insulation filler material shall be compatible with coating system.
    - n. Repair other exterior corrosion areas where required. See paragraph 3.01 for acceptable limits.
- B. Regardless of these Specifications, it is the responsibility of the Contractor to follow all relevant federal, state and local statutes in the handling and disposal of all project related hazardous waste. This requires testing for, removing, containing, collecting and disposing of lead or other dangerous metals in existing paints, primers, and related materials in accordance with these Documents.

##### 1.02 REFERENCES

- A. The following is a list of standards which may be referenced in this section, including, but is not limited to:
1. NACE International:

- a. SP0188, Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates.
  - b. Publication 6F-163 Surface Preparation of Steel or Concrete Tank/Interior.
  - c. SP0178 Design, Fabrication and Surface Finishes for Tanks and Vessels to be Lined for Immersion Service (Appendix C, Designation C).
2. Society for Protective Coatings (SSPC):
- a. SSPC Surface Preparation Standards:
    - 1) SP 1, Solvent Cleaning.
    - 2) SP 2, Hand Tool Cleaning.
    - 3) SP 3, Power Tool Cleaning.
    - 4) SP 11, Power Tool Cleaning to Bare Metal.
    - 5) SP 16, Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals.
    - 6) SP WJ 4, Light Cleaning.
  - b. SSPC Paint Application Guides:
    - 1) PA 1, Shop, Field, and Maintenance Painting of Steel.
    - 2) PA 2, Procedure for Determining Conformance to Dry Coating Thickness Requirements.
    - 3) PA Guide 10, Guide to Safety and Health Requirements for Industrial Painting Projects.
  - c. American Water Works Association:
    - 1) AWWA Standard D100 Welded Carbon Steel Tanks for Water Storage.
    - 2) AWWA Standard D102 Coating Steel Water-Storage Tanks.
  - d. ASTM International (ASTM): ASTM D610, Standard Practice for Evaluating Degree of Rusting on Painted Steel Surfaces.
  - e. Code of Federal Regulations
    - 1) 29 CFR 1910 Occupational Safety and Health Standards (General Industry Standards).
    - 2) 29 CFR 1910.134 Respiratory Protection.
    - 3) 29 CFR 1910.1020 Access to Employee Exposure and Medical Records.
    - 4) 29 CFR 1910.1200 Hazard Communication.
    - 5) 29 CFR 1926 Safety and Health Regulations for Construction (Construction Industry Standards).
    - 6) 40 CFR 50 National Primary and Secondary Ambient Air Quality Standards.
    - 7) 40 CFR 261 Identification and Listing of Hazardous Waste.
    - 8) 40 CFR 268 Land Disposal Restrictions.
    - 9) All other Applicable State and Federal Regulations.
    - 10) 29 CFR 1915.35 Painting Standards.

### 1.03 DEFINITIONS

#### A. Terms used in this section:

- 1. Coverage: Total minimum dry film thickness in mils, or square feet per gallon.
- 2. MDFT: Minimum Dry Film Thickness, mils.
- 3. MDFTPC: Minimum Dry Film Thickness per Coat, mils.
- 4. Mil: Thousandth of an inch.
- 5. PPDS: Paint Product Data Sheet.
- 6. PSDS: Paint System Data Sheet.
- 7. SP: Surface preparation.
- 8. VOC: Volatile Organic Compounds.

## 1.04 SUBMITTALS

### A. Action Submittals:

1. Field inspection report.
2. Method statement of consequent steps of repairing or replacing existing damaged elements if required.
3. Data Sheets:
  - a. For each paint system used, furnish a Paint System Data Sheet (PSDS), Paint Product Data Sheet (PPDS), and paint colors available (where applicable) for each product used in paint system. The PSDS and PPDS forms are appended to the end of this section.
  - b. Furnish a Daily Inspection Report, Coating System Inspection Checklist, Manufacturers Certificate of Compliance and Manufactures Certificate of Proper Installation for inspections performed and coating system compliances.
  - c. Steel pitting filler material compatible with coating system.
  - d. Submit required information on a system-by-system basis.
  - e. Provide copies of paint system submittals to coating applicator.
  - f. Also provide copies of paint system submittals to the coating applicator.
  - g. Indiscriminate submittal of manufacturer's literature only is not acceptable.
4. Samples:
  - a. For each paint system used, furnish colors available (where applicable) for each product used in paint system.
5. Summary of the method of preparatory work, application of materials, and schedule for the project.
6. Subcontractor information.
7. Qualifications of NACE certified Coating Inspector.
8. Provide a minimum of three inspection firms with the qualifications specified herein. Owner will select the firm from these three candidates.

### B. Informational Submittals:

1. Coating manufacturer's Certificate of Compliance, in accordance with Section 01 43 33, Manufacturers' Field Services.
2. Anticipated tank coating sequence.
3. **Applicator's Qualification: List of references substantiating experience.**
4. **Independent structural Engineer review of proposed tank containment system.**
5. Shop and field applicator's quality control program, including, but not limited to:
  - a. Environmental test methods and frequency.
  - b. Steel surface temperature and profile measurement procedure and frequency.
  - c. Record keeping form.
  - d. **Submit Quality Control Plan in accordance with Section 01 45 16.13, Contractor Quality Control.**
6. Manufacturer's written instructions for applying each type of coating.
7. Field Testing: Inspection and test reports.
8. Manufacturer's Certificate of Proper Installation, in accordance with Section 01 43 33, Manufacturers' Field Services.

## 1.05 QUALITY ASSURANCE

### A. Coating Applicator Qualifications:

1. **Minimum 5 years' experience in application of specified products.**
  - a. Provide three references with Name, Address, and Telephone number.
  - b. Provide documentation stating fully qualified to apply each coating system.

- c. Ensure all coatings are applied in accordance with manufacturer and specification requirements.
- B. Certified Coating Inspector.
  1. Contractor shall provide an NACE or SSPC certified Coating Inspector.
  2. Coating Inspector shall have a minimum of 5-years' experience inspecting and testing epoxy and other coatings for steel tanks.
  3. Certified Coating Inspector shall inspect prior to and after each critical milestone of this project, not less than once a week. Each inspection shall be documented and provided to the Owner for review.
- C. Regulatory Requirements:
  1. Meet federal, state, and local agencies having jurisdiction for Site and types of work activities included in Project, including, but not limited to:
    - a. Limitations on emission of volatile organic compounds, dust, and other contaminants.
    - b. Requirements for disturbance, handling, and disposal of paint waste and associated debris, including lead, coal tar, and other regulated substances.
- D. Industry Best Practices:
  1. Perform surface preparation and painting in accordance with recommendations of the following:
    - a. Paint manufacturer's instructions.
    - b. SSPC-PA Guide 10.
  2. Do not apply paint in temperatures outside of manufacturer's recommended maximum or minimum allowable, in dust, in smoke-laden atmosphere, in damp or humid weather.
- E. Mockup:
  1. Before proceeding with Work under this section, finish one complete space or item of each color scheme required showing selected colors, finish texture, materials, quality of work, and special details.
  2. After approval, sample spaces or items shall serve as a standard for similar work throughout the Project.
- F. **Preinstallation Meeting:**
  1. **Prior to beginning painting Work, schedule a meeting and be prepared to discuss the following subjects, as a minimum:**
    - a. **Required schedule.**
    - b. **Sequence of critical path work items.**
    - c. **Use of Site, access, office and storage areas, security, and temporary facilities.**
    - d. Specifications.
    - e. Surface preparation.
    - f. Material application.
    - g. **Major product delivery and priorities.**
    - h. **Safety plan.**
  2. **Attendees shall include:**
    - a. **Owner's representatives.**
    - b. **Contractor's office representative.**
    - c. **Contractor's resident superintendent.**
    - d. **Contractor's quality control representative.**
    - e. **Subcontractors' representatives whom Contractor may desire, or Engineer may request to attend.**

- f. **Engineer's representative.**
- g. **Paint manufacturer's technical representative.**
- h. **Others as appropriate.**

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Shipping:
  - 1. Protect precoated items from damage. Batten coated items to prevent abrasion.
  - 2. Use nonmetallic or padded slings and straps in handling.
- B. Deliver materials to Site in unopened containers labeled with designated name, date of manufacture, color, and manufacturer.
- C. Store paints in a protected area that is heated or cooled as required to maintain temperatures within range recommended by paint manufacturer.

**1.07 SPECIAL GUARANTEE**

- A. Furnish extended guarantee or warranty. Special guarantee shall provide for correction, or at the option of Owner, removal and replacement of Work specified in this specification section found defective during a period of **2** years after date of Substantial Completion. Duties and obligations for correction or removal and replacement of defective Work as specified in General Conditions.
  - 1. **24-Month Warranty Period Inspection:** Owner will conduct inspection of repaired work and exterior coated surfaces prior to the end of warranty period. Owner will notify Contractor in advance of inspection and Contractor may attend at its option. Owner will prepare list of defects and failures identified during inspection and transmit to Contractor. List shall serve as notice of repairs required under warranty.
  - 2. Repairs:
    - a. If repairs are required, requirements of Contract shall apply including, but not limited to, requirements to remove standing water in tanks, perform repair work, and tank cleaning.
    - b. Repair defective coatings using coating materials, equipment, and methods similar to those used in original work. Materials shall be of fresh manufacture and within manufacturer's stated shelf life at time of application.
    - c. Provide extended warranty of 1 year for repairs.
    - d. **Provide separate bond for 1-year repair warranty period.**
    - e. Complete repairs within 30 calendar days of Warranty Period Inspection.

**PART 2 PRODUCTS**

**2.01 GENERAL**

- A. Components and Materials:
  - 1. Provide certification by manufacturer or an accredited certification organization recognized by the Authority Having Jurisdiction that components and materials comply with the maximum lead content standard in accordance with NSF/ANSI 61 and NSF/ANSI 372.
  - 2. Use or reuse of components and materials without a traceable certification is prohibited.

**2.02 MANUFACTURERS**

- A. Coating Materials, equipment, and accessories specified in this section shall be products of:



1. Akzo Nobel, Houston, TX (includes Devoe and International).
2. Carboline Coatings Company, St. Louis, MO.
3. Sherwin-Williams, Cleveland, OH.
4. Tnemec Coatings, Kansas City, MO.
5. PPG Coatings, Pittsburgh, PA (includes Ameron).

### 2.03 MATERIALS

- A. Quality: Manufacturer's highest quality products and suitable for intended use.
- B. Materials Including Primer and Finish Coats: Produced by same paint manufacturer.
- C. Filler material used for pitting repair shall be approved by coating manufacturer.
- D. Thinners, Cleaners, Driers, and Other Additives: As recommended by paint manufacturer of the particular coating.
- E. Epoxy Primer: Two-component, polyamidoamine, phenalkamine, polyamide cured epoxy, high solids or others compatible with specified finish. Primer for exterior exposed surfaces may contain anticorrosive pigments.
- F. Fluoropolymer Urethane: ambient cured, high solids or others compatible; superior color and gloss.
- G. Polyurethane Enamel: Two-component, aliphatic or acrylic based polyurethane; **semi-gloss** finish.
- H. Caulking: Two-component polyurethane caulk, suitable for potable water contact conforming to NSF 61 and compatible with the NSF Epoxy and coating system.

### 2.04 COLORS

- A. Formulate with colorants free of lead and lead compounds **or other materials which might be affected by presence of hydrogen sulfide or other gas likely to be present on the Project.**
- B. Exterior Finish Color: White or as selected by Owner.
- C. Proprietary identification of colors is for identification only. Selected manufacturer may supply matches.

### 2.05 MIXING

- A. Multiple-Component Coatings:
  1. Prepare using contents of container for each component as packaged by paint manufacturer.
  2. No partial batches will be permitted.
  3. Do not use multiple-component coatings that have been mixed beyond their pot life.
  4. Furnish small quantity kits for touchup painting and for painting other small areas.
  5. Mix only components specified and furnished by paint manufacturer.
  6. Do not intermix additional components for reasons of color or otherwise, even within the same generic type of coating.
- B. Keep paint material containers sealed when not in use.

PART 3 EXECUTION

3.01 GENERAL

- A. Surface Preparation and Coating Application: Meet or exceed requirements of these Specifications and SSPC-PA 1, whichever is more stringent.
- B. Inspect and provide substrate surfaces prepared in accordance with these Specifications and printed directions and recommendations of paint manufacturer whose product is to be applied. Do not proceed with work until substrate preparation and tolerances have been approved by the Owner's representative, paint manufacturer's technical representative, the approved installation subcontractor, and the Contractor.
- C. Perform field inspection after surface preparation of all surfaces identifying locations and extents of any components whose cross-sectional loss exceeds 20 percent of the original section cross-sectional area as indicated by the tank record drawings or adjacent non-corroded areas of elements. Field Inspection may be phased to accommodate the work plan provided the areas for bolt replacement are prioritized as the first phase. Generate a comprehensive report indicating locations and details of corrosion damaged components. Document significantly corroded areas with photos included within the report.
- D. Repair all defects greater than 20 percent cross-section loss or replace the corroded element. Allow within the base contract the repair of a cumulative area of 2,000 square inches of surface area as prioritized by the Engineer. Each spot repair will be counted in 1 square-inch increments. Replacements will be counted as the equivalent of the required repair.
- E. Paint **new and existing** exterior exposed metal surfaces whether specifically mentioned or not, except as modified herein.
- F. Provide Engineer a minimum of 7 days' advanced notice prior to start of surface preparation work or coating application work. Perform such work only in the presence of Engineer, unless Engineer grants prior approval to perform such work in Engineer's absence.
- G. Schedule inspection with Engineer in advance for cleaned surfaces and coats prior to succeeding coat.
- H. Do not apply paint in temperatures outside of manufacturer's recommended maximum or minimum allowable, or in dust, smoke-laden atmosphere, damp or humid weather.
- I. All necessary safeguards shall be erected and maintained by the Contractor to provide access and protection of personnel and property.

3.02 PREPARATION

- A. Remove, mask, or otherwise protect hardware, machined surfaces, nameplates, and other surfaces not intended to be painted.
- B. Protect surfaces adjacent to or downwind of Work area from falling paint. Contactor shall be responsible for all damage caused by falling paint or any other material used on this Project.

3.03 PREPARATION OF SURFACES

- A. Metal Surfaces:

1. Meet requirements of the following SSPC Specifications:
    - a. Solvent Cleaning: SP 1.
    - b. Hand Tool Cleaning: SP 2.
    - c. Power Tool Cleaning: SP 3.
    - d. Power Tool Cleaning to Bare Metal: SP 11.
    - e. Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals: SP 16.
    - f. Light Cleaning Water Jetting: SP WJ 4.
  2. Wherever the words "solvent cleaning", "hand tool cleaning", "wire brushing", or "blast cleaning", or similar words of equal intent are used in these Specifications or in paint manufacturer's specifications, they shall be understood to refer to the applicable SSPC Specifications listed above or required per NACE or SSPC.
  3. Other Cleaning Requirements:
    - a. Clean surfaces of dust and residual particles from cleaning operations by dry (no oil or water vapor) cleaning or other method prior to painting. Vacuum clean enclosed areas and other areas where dust settling is a problem and wipe with a tack cloth.
    - b. Repair steel plate pitting locations where required.
- B. Preparation of Surfaces for Engineer Inspection:
1. Prior to preparing surfaces for painting, allow Engineer inspection of corroded surfaces.
  2. Notify Engineer 7 days in advance of completion of cleaning to schedule inspection.
  3. All necessary steel repairs shall be completed before proceeding with surface preparation and/or painting. Clean all surfaces to the specified degree of cleaning.
- C. Surface Contamination Testing:
1. A surface contamination analysis test shall be performed every **500** square feet by means of a **Chlor Test CSN Salts or-equal**.
  2. **Test shall be for chloride, nitrate, and sulfate surface contamination.**
  3. Surface with chloride levels exceeding 3 µg/square centimeter for submerged surfaces and 5 µg/square centimeter for exposed surfaces shall be treated with a liquid soluble salt remover equivalent to CHLOR\*RID (CHLOR\*RID International, Chandler, AZ).
    - a. Test decontamination water for chloride content prior to use.
    - b. Chloride Limit: **100 mg/L**.
    - c. Locally available potable water meeting chloride limit is acceptable for decontamination. If locally available potable water exceeds chloride limit, provide imported water that meets specified chloride limit.
  4. Follow manufacturer's recommendations and procedures for the use of this product to remove the surface contamination.
  5. Test results shall be acceptable to coating manufacture and acceptance shall be documented in coating data submittal.

### 3.04 APPLICATION

A. General:

1. The intention of these Specifications is for **existing exterior** metal surfaces to be painted, whether specifically mentioned or not, except as modified herein.
2. Apply coatings in accordance with paint manufacturer's recommendations. Allow sufficient time between coats to ensure thorough drying of previously applied coat.
3. Prior to coating installation, fill or repair steel plate pitting, if applicable.
4. Prior to assembly or installation, paint units to be bolted together and to structures.

5. Where more than one coat of a material is applied within a given system, alternate color to provide a visual reference that required number of coats have been applied.
6. With brush, work coating into and behind anchor bolts, anchor chairs, and other areas that are difficult to paint.

B. Pitting Repair:

1. Prior to coating installation, fill steel plate pitting locations, if applicable.
  - a. Pitting that are within coating manufacturer acceptable limits do not need to be filled.
  - b. Pitting that exceed coating manufacturer acceptable limits shall be filled with approved filler material.
  - c. Pitting exceeding limits of filler material, as determined by coating manufacturer, shall be repaired by welding.
2. Pitting filler material shall be compatible with coating system.

C. Stripe Coating:

1. Consists of one coat, brush applied, to coating thickness specified.
2. Apply between primer and intermediate coats.
3. Color shall contrast intermediate coat to allow visual verification of application.
4. Apply to field welds, edges, angles, fasteners, and other irregular surfaces located inside tanks.

D. Film Thickness and Coverage:

1. Number of Coats:
  - a. Minimum required without regard to coating thickness.
  - b. Additional coats may be required to obtain minimum required paint thickness, depending on method of application, differences in manufacturers' products, and atmospheric conditions.
2. Maximum film build per coat shall not exceed coating manufacturer's recommendations.

**3.05 PROTECTIVE COATINGS SYSTEMS AND APPLICATION SCHEDULE**

A. System No. 5 Exposed Metal – Tank Exterior Surface for typical 20-year Life:

| Surface Prep.  | Paint Material  | Min. Coats, Cover                                      |
|--|---|--|
| Field: Compatible pre-paint cleaner shall be used prior to power washing.<br>Minimum of NACE WJ-4/SSPC WJ-4 Light Cleaning of metals.<br>Minimum of SSPC SP-2 Hand Tool Cleaning and SSPC SP-3 Power Tool Cleaning surface preparation of steel. | High Solids Epoxy Primer, spot prime for any bare steel areas (field applied) | Brush or Roll coat to minimum 5.0 MDFT, up to 10 MDFT  |
|  | Epoxy Primer or Manufacturer's recommended pre-prime coat (field applied)     | Brush or roll coat to minimum 1.5 MDFT, up to 2.0 MDFT |
|  | Fluoropolymer Urethane (field applied)  | Brush or Roll coat to minimum 2.0 MDFT, up to 3.0 MDFT |
| Field: Logo, if applicable   | Fluoropolymer Urethane (field applied)  | Brush or Roll coat to minimum 2.0 MDFT, up to 3.0 MDFT |

| Surface Prep.  | Paint Material   | Min. Coats, Cover                         |
|--|--|---|
| Caulking: Fill all gaps between the concrete foundation and the bottom plates of the steel tank. | Modified Polyurethane                                      | Overlap 2 inch on both sides of the gap.  |
| Concrete Foundation: The concrete foundation shall be cleaned.                                   | Two coats of 100% Solid Inorganic Hybrid Water-Based Epoxy | Apply to minimum 4.0 MDFT, up to 8.0 MDFT |

1. Minimum Dry Film Thickness, Total System: 3.5 mils minimum, without spot prime and logo.
2. Application Schedule:
  - a. Coat all exposed exterior metal surfaces of tank, and applicable handrails, catwalks, and related items.
  - b. For galvanized surfaces to be coated, refer to System No. 10.
  - c. **Exposed metal surfaces inside elevated tank supporting structures, including bottom of tank.**

B. System No. 5 Exposed Metal – Tank Exterior Surface for typical 10-year Life:

| Surface Prep.  | Paint Material  | Min. Coats, Cover                                      |
|--|---|--|
| Field: Compatible pre-paint cleaner shall be used prior to power washing.<br>Minimum of NACE WJ-4/SSPC WJ-4 Light Cleaning of metals.<br>Minimum of SSPC SP-2 Hand Tool Cleaning and SSPC SP-3 Power Tool Cleaning surface preparation of steel. | High Solids Epoxy Primer, spot prime for any bare steel areas (field applied) | Brush or Roll coat to minimum 5.0 MDFT, up to 10 MDFT  |
|  | Epoxy Primer or Manufacturer's recommended pre-prime coat (field applied)     | Brush or roll coat to minimum 1.5 MDFT, up to 2.0 MDFT |
|  | High Solids Polyurethane (field applied)                                      | Brush or Roll coat to minimum 3.0 MDFT, up to 5.0 MDFT |
| Field: Logo, if applicable   | High Solids Polyurethane (field applied)                                      | Brush or Roll coat to minimum 3.0 MDFT, up to 5.0 MDFT |
| Caulking: Fill all gaps between the concrete foundation and the bottom plates of the steel tank.   | Modified Polyurethane   | Overlap 2 inch on both sides of the gap.               |
| Concrete Foundation: The concrete foundation shall be cleaned.   | Two coats of 100% Solid Inorganic Hybrid Water-Based Epoxy                    | Apply to minimum 4.0 MDFT, up to 8.0 MDFT              |

1. Minimum Dry Film Thickness, Total System: 4.5 mils minimum, without spot prime and logo.
2. Application Schedule:
  - a. Coat all exposed exterior metal surfaces of tank, piping, ladder, handrails, catwalks, and related items.
  - b. For galvanized surfaces to be coated, refer to System No. 10.
  - c. **Exposed metal surfaces inside elevated tank supporting structures, including bottom of tank.**

C. System No. 5 Exposed Metal – Tank Exterior Surface for typical 10-year Life:

| Surface Prep.  | Paint Material  | Min. Coats, Cover   |
|--|---|---|
| Field: Compatible pre-paint cleaner shall be used prior to power washing.<br>Minimum of NACE WJ-4/SSPC WJ-4 Light Cleaning of metals.<br>Minimum of SSPC SP-2 Hand Tool Cleaning and SSPC SP-3 Power Tool Cleaning surface preparation of steel. | Modified Polyamidoamine Epoxy spot prime for any bare steel areas (field applied) | Brush or Roll coat to minimum 2.0 MDFT, up to 4.0 MDFT                      |
|  | Modified Polyamidoamine Epoxy Primer (field applied)                              | Brush or roll coat to minimum 2.0 MDFT, up to 4.0 MDFT                      |
|  | Aromatic Polyurethane Hybrid (field applied)                                      | Brush or Roll coat to minimum 3.0 MDFT, up to 5.0 MDFT                      |
| Field: Logo, if applicable   | Aromatic Polyurethane Hybrid (field applied)                                      | Two coats, Brush or Roll, coat to minimum 3.0 MDFT, up to 5.0 MDFT per coat |
| Caulking: Fill all gaps between the concrete foundation and the bottom plates of the steel tank.   | Modified Polyurethane   | Overlap 2 inch on both sides of the gap.                                    |
| Concrete Foundation: The concrete foundation shall be cleaned.   | Two coats of 100% Solid Inorganic Hybrid Water-Based Epoxy                        | Apply to minimum 4.0 MDFT, up to 8.0 MDFT                                   |

1. Minimum Dry Film Thickness, Total System: 5.0 mils minimum, without spot prime and logo.
2. Application Schedule:
  - a. Coat all exposed exterior metal surfaces of tank, piping, ladder, handrails, catwalks, and related items.
  - b. For galvanized surfaces to be coated, refer to System No. 10.
  - c. **Exposed metal surfaces inside elevated tank supporting structures, including bottom of tank.**

D. System No. 10 Galvanized Metal Conditioning:

| Surface Prep.           | Paint Material   | Min. Coats, Cover |
|-------------------------|--|-------------------|
| Brush-off Blast (SP 16) | Coating manufacturers' recommended primer followed by System No. 5 |                   |

Application Schedule: Use on galvanized surfaces, including handrails and gratings, if applicable, before application of System No. 5.

**3.06 CONTRACTOR USE OF PREMISES**

- A. The Contractor shall confine operations at the project site to the areas located within limits of disturbance shown on the Civil Drawings. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the Owner.

- B. The Contractor shall not unreasonably encumber the site with materials or equipment.
- C. The Contractor shall not load structures with weight that will endanger the structure.
- D. The Contractor shall assume full responsibility for the protection and safekeeping of products and materials at the jobsite.
- E. It is the Contractor's responsibility to coordinate with all the utilities regarding locates, testing or relocations.

**3.07 SUBCONTRACTORS**

- A. The Contractor shall not employ any subcontractors against whom the Owner may have a reasonable objection.
- B. The name, addresses and experiences of the proposed project subcontractors shall be submitted by the Contractor to the Owner for review prior to any work being performed by the subcontractor.

**3.08 CONTRACTOR'S SUPERINTENDENT**

- A. The contractor's superintendent shall have a minimum of 5 years of related construction experience of the nature required by the project. The contractor shall submit the resume of the superintendent to Owner for approval with the shop drawing submittals.
- B. The contractor shall have a superintendent onsite at all times while work is being performed by the Contractor or subcontractors. The superintendent does not have to be onsite during the maintenance of the Contractor's equipment.

**3.09 FIELD QUALITY CONTROL**

- A. Test Equipment:
  - 1. Provide a dry film thickness gauge to test coating thickness as specified in mils. Use magnetic or electronic type as manufactured by Elcometer, DeFelsko, or equal.
  - 2. Provide electrical holiday detector, low voltage, wet sponge type to test finish coat less than 20 mils dry film thickness, as manufactured by Elcometer, Tinker, and Razor, or equal.
  - 3. Provide high-voltage holiday detector to test finish coats 20 mils dry film thickness or greater. Provide equipment approved by the coating manufacturer.
- B. Film Thickness Measurements and Electrical Inspection of Coated Surfaces:
  - 1. Perform with properly calibrated instruments.
  - 2. Repair or recoat defective areas as necessary for compliance with Specifications.
  - 3. All coats are subject to inspection by Engineer and coating manufacturer's representative.
  - 4. Give particular attention to edges, angles, flanges, and other similar areas, where insufficient film thicknesses are likely to be present, and ensure proper millage in these areas.
- C. Thickness Testing:
  - 1. Measure coating thickness specified in mils with magnetic or electronic type dry film thickness gauge in accordance with SSPC-PA 2.

2. Check each coat for correct thickness. Do not make measurement before a minimum of 8 hours after application of coating.
  3. After repaired and recoated areas have dried sufficiently, repeat tests to demonstrate specified dry film thickness has been achieved.
- D. Holiday (Pinhole) Testing: Test finish coat on 100 percent of tank exterior, and all other submerged surfaces for holidays and discontinuities with low-voltage or high-voltage electrical holiday detector, depending on final dry film thickness. Conduct test in accordance with NACE SP0188.
- E. Unsatisfactory Application:
1. If improper finish color or insufficient film thickness, clean surface and topcoat with specified paint material to obtain specified color and coverage. Obtain specific surface preparation information from coating manufacturer.
  2. Evidence of runs, bridges, shiners, laps, or other imperfections are causes for rejection.
  3. Repair defects in coating systems in accordance with written recommendations of coating manufacturer.
  4. Leave staging up until Engineer has inspected surface or coating. Replace staging removed prior to approval by Engineer.
- F. Damaged Coatings, Pinholes, and Holidays:
1. Feather edges and repair in accordance with recommendations of paint manufacturer.
  2. Hand or power sand visible areas of chipped, peeled, or abraded paint, and feather edges. Follow with primer and finish coat in accordance with Specifications. Depending on extent of repair and appearance, a finish sanding and topcoat may be required.
  3. Apply finish coats, including touchup and damage-repair coats in a manner that will present a uniform texture and color-matched appearance.

### **3.10 MANUFACTURER'S SERVICES**

- A. Coating manufacturer's technical representative shall be NACE certified and shall be present at Site as follows:
1. On the first day of application of coating.
  2. A minimum of three additional Site inspection visits, each for a minimum of 3 hours.
  3. As required for application quality assurance, and to determine compliance with manufacturer's instructions and these Specifications.
  4. As necessary to resolve field problems attributable to or associated with manufacturer's products.
  5. To verify full cure of coating prior to placing coated surfaces into immersion service.

### **3.11 CLEANUP**

- A. Place cloths and waste that might constitute a fire hazard in closed metal containers or destroy at end of each day.
- B. Upon completion of the Work, remove staging, scaffolding, and containers from Site or destroy in a legal manner.
- C. Completely remove paint spots, oil, or stains upon adjacent surfaces and floors and leave Site clean.





**PAINT SYSTEM DATA SHEET (PSDS)**

Complete and attach manufacturer's Technical Data Sheet to this PSDS for each coating system.

|  |                                      |                      |
|--|--------------------------------------|----------------------|
| Paint System Number (from Spec.):              |                                      |                      |
| Paint System Title (from Spec.):               |                                      |                      |
| Coating Supplier:                              |                                      |                      |
| Coating Representative (NACE certified):       |                                      |                      |
| Coating Field Representative (NACE certified): |                                      |                      |
| Surface Preparation:                           |                                      |                      |
| Paint Material<br>(Generic)                    | Product Name/Number<br>(Proprietary) | Min. Coats, Coverage |
|  |                                      |                      |
|  |                                      |                      |
|  |                                      |                      |

Provide manufacturer's recommendations for the following parameters at temperature (F)/relative humidity:

| Temperature/RH   | 50/50 | 70/30 | 90/25 |
|------------------|-------|-------|-------|
| Induction Time   |       |       |       |
| Pot Life         |       |       |       |
| Shelf Life       |       |       |       |
| Drying Time      |       |       |       |
| Curing Time      |       |       |       |
| Min. Recoat Time |       |       |       |
| Max. Recoat Time |       |       |       |

Provide manufacturer's recommendations for the following:

Mixing Ratio: \_\_\_\_\_

Maximum Permissible Thinning: \_\_\_\_\_

Ambient Temperature Limitations:            min.: \_\_\_\_\_            max.: \_\_\_\_\_

Surface Temperature Limitations:            min.: \_\_\_\_\_            max.: \_\_\_\_\_

Surface Profile Requirements:            min.: \_\_\_\_\_            max.: \_\_\_\_\_

**Attach additional sheets detailing manufacturer's recommended storage requirements and holiday testing procedures.**

**PAINT PRODUCT DATA SHEET (PPDS)**

Complete and attach manufacturer's Technical Data Sheet to this PDS for each product submitted. Provide manufacturer's recommendations for the following parameters at temperature (F)/relative humidity:

| Temperature/RH   | 50/50 | 70/30 | 90/25 |
|------------------|-------|-------|-------|
| Induction Time   |       |       |       |
| Pot Life         |       |       |       |
| Shelf Life       |       |       |       |
| Drying Time      |       |       |       |
| Curing Time      |       |       |       |
| Min. Recoat Time |       |       |       |
| Max. Recoat Time |       |       |       |

Provide manufacturer's recommendations for the following:

Mixing Ratio: \_\_\_\_\_

Maximum Permissible Thinning: \_\_\_\_\_

Ambient Temperature Limitations: min.: \_\_\_\_\_ max.: \_\_\_\_\_

Surface Temperature Limitations: min.: \_\_\_\_\_ max.: \_\_\_\_\_

Surface Profile Requirements: min.: \_\_\_\_\_ max.: \_\_\_\_\_

**Attach additional sheets detailing manufacturer's recommended storage requirements and holiday testing procedures.**

**MANUFACTURER'S CERTIFICATE OF PROPER INSTALLATION**

OWNER: \_\_\_\_\_

EQPT: \_\_\_\_\_

LOCATION: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_

SPEC. SECTION: \_\_\_\_\_

I hereby certify that the above-referenced equipment/system has been:

(Check Applicable)

- Installed in accordance with Manufacturer's recommendations.
- Inspected, checked, and adjusted.
- Surface was prepared as required by Manufacturer.
- Paint installation meets Manufacturer's quality and safety standards.
- Temperature was appropriate for paint application and curing.
- System has been tested and meets or exceeds specified performance requirements.

Note: Attach any performance test documentation from manufacturer.

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I, the undersigned Manufacturer's Representative, hereby certify that I am (i) a duly authorized representative of the manufacturer, (ii) empowered by the manufacturer to inspect, approve, and operate their equipment and (iii) authorized to make recommendations required to ensure equipment furnished by the manufacturer is complete and operational, except as may be otherwise indicated herein. I further certify that all information contained herein is true and accurate.

Date: \_\_\_\_\_, 20\_\_\_\_

Manufacturer: \_\_\_\_\_

By Manufacturer's Authorized Representative: \_\_\_\_\_  
(Authorized Signature)

# Paint Inspection: Daily Coating Inspection Report

|   |               |                      |              |   |               |   |  |
|---|---------------|----------------------|--------------|---|---------------|---|--|
| Date: / / M T W Th F S Su   |               |                      |              |   |               | Pg. Of  |  |
| Project #:  |               |                      |              |   |               | COPY To:  |  |
| Inspector:  |               |                      |              |   |               | <input type="checkbox"/> QC Mgr <input type="checkbox"/> Owner<br><input type="checkbox"/> Contr <input type="checkbox"/> _____ |  |
| Project/Client:   |               |                      |              |   |               | Attachments:  |  |
| Location:   |               |                      |              |   |               | <input type="checkbox"/> DFT Sheet <input type="checkbox"/> NCR/CAR<br><input type="checkbox"/> _____                           |  |
| Description:  |               |                      |              |   |               |   |  |
| Requirements:   |               |                      |              |   |               |   |  |
| Contractor:   |               |                      |              |   |               | Revision #  |  |
| Spec #  |               |                      |              |   |               |   |  |
| Description of Areas & Work Performed   |               |                      |              | Hold Point Inspections Performed  |               |   |  |
|   |               |                      |              | <input type="checkbox"/> 1 Pre Surface Prep/Condition & Cleanliness<br><input type="checkbox"/> 2 Surface Preparation Monitoring<br><input type="checkbox"/> 3 Post Surface Preparation/Cleanliness & Profile<br><input type="checkbox"/> 4 Pre Application Prep/Surface Cleanliness<br><input type="checkbox"/> 5 Application Monitoring/Wet Film Thickness (WFT)<br><input type="checkbox"/> 6 Post Application/Application Defects<br><input type="checkbox"/> 7 Post Cure/Dry Film Thickness (DFT)<br><input type="checkbox"/> 8 Nonconformance/Corrective Actions Follow-up<br><input type="checkbox"/> 9 Final Inspection |               |   |  |
|   |               |                      |              | Approved By: _____  |               |   |  |
| Surface Conditions  |               |                      |              | Ambient Conditions  |               |   |  |
| <input type="checkbox"/> New <input type="checkbox"/> Maint <input type="checkbox"/> Primer/Paint <input type="checkbox"/> Age/Dry/Cure _____<br><input type="checkbox"/> Steel <input type="checkbox"/> Galvanize <input type="checkbox"/> Concrete <input type="checkbox"/> Other _____<br><input type="checkbox"/> Hazard _____ <input type="checkbox"/> Sample Report # _____<br><input type="checkbox"/> Degree of contamination: _____<br>Test: <input type="checkbox"/> Cl _____ $\mu\text{g}/\text{cm}^2$ / ppm <input type="checkbox"/> Fe _____ ppm <input type="checkbox"/> pH _____<br><input type="checkbox"/> Degree of Corrosion: _____<br><input type="checkbox"/> Scale <input type="checkbox"/> Pitting/Holes <input type="checkbox"/> Crevices <input type="checkbox"/> Sharp Edges<br><input type="checkbox"/> Weld _____ <input type="checkbox"/> Moisture <input type="checkbox"/> Oils <input type="checkbox"/> Other _____<br><input type="checkbox"/> Painted Surface Condition: _____<br>Dry to: <input type="checkbox"/> Touch <input type="checkbox"/> Handle <input type="checkbox"/> Recoat<br><input type="checkbox"/> Dry/Over Spray <input type="checkbox"/> Runs/Sags <input type="checkbox"/> Pinholes <input type="checkbox"/> Holidays<br><input type="checkbox"/> Abrasion <input type="checkbox"/> Fall Out <input type="checkbox"/> Other _____ |               |                      |              | Time (Indicate AM or PM) : : : :<br>Dry Bulb Temp <sup>o</sup> (C/F) : 0 : 0 : 0 : 0<br>Wet Bulb Temp <sup>o</sup> (C/F) : 0 : 0 : 0 : 0<br>% Relative Humidity % % % %<br>Surface Temp <sup>o</sup> (C/F) Min/Max / 0 / 0 / 0 / 0<br>Dew Point Temp <sup>o</sup> (C/F) : 0 : 0 : 0 : 0<br>Wind Direction/Speed _____<br>Weather Conditions: _____  |               |   |  |
|   |               |                      |              | Application   |               |   |  |
|   |               |                      |              | Start Time : Finish Time : Est. Sq/ft.<br><input type="checkbox"/> Primer <input type="checkbox"/> Intermediate <input type="checkbox"/> Topcoat <input type="checkbox"/> Touch-up<br>Generic Type: Qty Mixed:<br>Manuf.: Mix Ratio:<br>Prod Name: Mix Method:<br>Prod #: Strain/Screen:<br>Color: Material Temp: 0 F<br>Kit Sz/Cond.: Sweat-in Time: Min/Hrs<br>Shelf Life: Pot Life: Min/Hrs  |               |   |  |
| Surface Preparation   |               |                      |              | Batch #'s   |               |   |  |
| Start Time: Finish Time: Est Sq/ft:<br><input type="checkbox"/> Solvent Clean <input type="checkbox"/> Hand Tool <input type="checkbox"/> Power Tool<br><input type="checkbox"/> HP Wash PSI _____ <input type="checkbox"/> Other _____<br><input type="checkbox"/> Abrasive Blast <input type="checkbox"/> Abrasive Type _____ <input type="checkbox"/> Sample<br><input type="checkbox"/> Blast Hose Size _____ <input type="checkbox"/> Nozzle Size / PSI _____<br><input type="checkbox"/> Air Supply CFM _____ <input type="checkbox"/> Air Supply Cleanliness<br><input type="checkbox"/> Water/Oil Trap Check <input type="checkbox"/> Equipment Condition Check   |               |                      |              | (A) Qty Added: Pts/QuGal<br>(B) % by Vol: %<br>(C) Specified WFT Avg: Mils<br>Achieved WFT Avg: Mils<br>Reducer:<br><input type="checkbox"/> Airless/Conv. Spray <input type="checkbox"/> Brush <input type="checkbox"/> Roller <input type="checkbox"/> Other _____<br>Pump Pot Hose Dia. Air Check<br>Ratio/Size Hose Lng. SEP/Trap<br>GPM/CFM Spray Gun Filter<br>PSI Tip Sz. Agitator   |               |   |  |
| Surface Cleanliness & Profile Measurement   |               |                      |              |   |               |   |  |
| <input type="checkbox"/> Job Specification <input type="checkbox"/> SSPC/NACE - SP- _____<br><input type="checkbox"/> SSPC/NACE Spec / Visual Stds <input type="checkbox"/> _____<br>Profile Check: <input type="checkbox"/> Disc <input type="checkbox"/> Tape <input type="checkbox"/> Gauge<br><input type="checkbox"/> Specified _____ mils avg. / Achieved _____ mils<br><input type="checkbox"/> Surface effect on DFT Gauge/BMR _____ mils   |               |                      |              |   |               |   |  |
| Dry Film Thickness  |               |                      |              |   |               |   |  |
| Gage Type / Model   | Gage Serial # | Gage Calib. Verified | Spec Avg DFT | Total Avg DFT   | DFT Last Coat | DFT This Coat   |  |
|   |               |                      |              |   |               |   |  |
| Inspector's Signature   |               |                      |              |   |               | Date  |  |



**COATING SYSTEM INSPECTION CHECKLIST**

Project Name:

|                            |  |                                   |  |
|----------------------------|--|-----------------------------------|--|
| Owner:                     |  | Coating System Manufacturer (CSM) |  |
| General Contractor (GC)    |  | Coating System Applicator (CSA)   |  |
| Area or Structure          |  | Location within Structure         |  |
| Coating System (e.g., E-1) |  | Coating Type (e.g., Epoxy, etc.)  |  |

**Coating System Inspection Checklist**

| Step | Description  |        | Name | Signature | Date |
|------|--|--------|------|-----------|------|
| 1    | Completion of cleaning and substrate decontamination prior to abrasive blast cleaning.   | GC QC  |      |           |      |
|      |  | CSM QC |      |           |      |
|      |  | CSA QC |      |           |      |
| 2    | Installation of protective enclosure of structure or area and protection of adjacent surfaces or structures that are not to be coated. | GC QC  |      |           |      |
|      |  | CSM QC |      |           |      |
|      |  | CSA QC |      |           |      |
| 3    | Completion of ambient condition control in structure or building area and acceptance of ventilation methods in structure or Area.      | GC QC  |      |           |      |
|      |  | CSM QC |      |           |      |
|      |  | CSA QC |      |           |      |
| 4    | Completion of Surface Preparation for Substrates to Be Coated.   | GC QC  |      |           |      |
|      |  | CSM QC |      |           |      |
|      |  | CSA QC |      |           |      |
| 5    | Completion of Primer Application.  | GC QC  |      |           |      |
|      |  | CSM QC |      |           |      |
|      |  | CSA QC |      |           |      |
| 6    | Completion of Concrete Repairs If Required and Related Surface Preparation Rework Prior to Coating System Application.                 | GC QC  |      |           |      |
|      |  | CSM QC |      |           |      |
|      |  | CSA QC |      |           |      |
| 7    | Completion of Concrete Filler/ Surface Application to Concrete.  | GC QC  |      |           |      |
|      |  | CSM QC |      |           |      |
|      |  | CSA QC |      |           |      |
| 8    | Completion of First Finish Coat Application and of Detail Treatment at Transitions or Terminations.                                    | GC QC  |      |           |      |
|      |  | CSM QC |      |           |      |
|      |  | CSA QC |      |           |      |

**MANUFACTURER'S CERTIFICATE OF COMPLIANCE**

OWNER: \_\_\_\_\_ PRODUCT, MATERIAL, OR SERVICE  
PROJECT NAME: \_\_\_\_\_ SUBMITTED: \_\_\_\_\_  
PROJECT NO: \_\_\_\_\_

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

I hereby certify that the above-referenced product, material, or service called for by the Contract for the named Project will be furnished in accordance with all applicable requirements. I further certify that the product, material, or service are of the quality specified and conform in all respects with the Contract requirements, and are in the quantity shown.

Date of Execution: \_\_\_\_\_, 20\_\_

Manufacturer: \_\_\_\_\_

Manufacturer's Authorized Representative (*print*): \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

**ARTICLE IV  
 BID PRICING FORM**

*(Page 1 of 3)*

BIDDER NAME: \_\_\_\_\_

| <b>BASE BID</b> |                                   |      |     |            |              |
|-----------------|-----------------------------------|------|-----|------------|--------------|
| ITEM NO.        | DESCRIPTION                       | UNIT | QTY | UNIT PRICE | TOTAL AMOUNT |
| 1               | 20 Year Protection Coating System | LS   | 1   |            |              |

**TOTAL BASE BID:** \_\_\_\_\_

| <b>BID ALTERNATIVE</b> |  |      |     |            |              |
|------------------------|--|------|-----|------------|--------------|
| ITEM NO.               | DESCRIPTION  | UNIT | QTY | UNIT PRICE | TOTAL AMOUNT |
| 1                      | Cost Reduction for 10 Year Protection Coating System | LS   | 1   |            |              |

**NOTES:**

**A single contract will be awarded.**

**The Lump Sum price shall be full compensation for all materials, labor, equipment, tools, mobilization, demobilization, clean-up, performance and payment bonds, insurance, permits, fees, and all other incidentals necessary to complete the work described in this solicitation. No separate and/or additional payment will be made for the work associated with this Water Tank Recoating and Miscellaneous Repair project.**

**BID GUARANTY: The required bid guarantee of Five (5) percent of the total bid price is attached hereto.**

**ADDENDA: Acknowledgement of the following addenda is hereby made.**

**Addendum No. 1, Dated \_\_\_\_\_ Initials**

**Addendum No. 2, Dated \_\_\_\_\_ Initials**

**Addendum No. 3, Dated \_\_\_\_\_ Initials**

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**ARTICLE IV**  
**BID PRICING FORM**  
(Continued)

*(Page 2 of 3)*

The following checklist is provided for convenience. The Respondent is responsible for carefully reviewing the submittal requirements in the ITB and submits all information requested.

- A. Respondent Requirements
  - 1. Respondent must possess and provide a current copy of all applicable licenses and certifications required to perform the required services but is not limited to City of Jacksonville and State of Florida licenses.
- B. Bidder's Questionnaire (Exhibit B)
- C. Conflict of Interest Certificate (Exhibit C)
- D. Local Business Verification Form, if applicable. (Exhibit E)
- E. Bid Bond of five percent (5%)
- F. SBE Forms 1-5 (Exhibit D)
- G. Drug-Free Workplace Program Certification:
  - a. \_\_\_\_\_ Yes, we have a Drug-Free Workplace Program
  - b. \_\_\_\_\_ No, we do not have a Drug-Free Workplace Program
- H. Acknowledgement of Warranty Acceptance is hereby made: Respondent's Initial: \_\_\_\_\_
- I. Acknowledgement Respondent will accept a Purchase Order and invoice JAA:  
Respondent's Initial: \_\_\_\_\_
- J. Acknowledgement of ACH Payment acceptance is hereby made:  
Respondent's Initial: \_\_\_\_\_
- K. Acknowledgement of Indemnification and Insurance requirements is hereby made:  
Respondent's Initial: \_\_\_\_\_
- L. Acknowledgement and Acceptance of the JAA Contract is hereby made:  
Respondent's Initial: \_\_\_\_\_

**In the event JAA's Contract is not acceptable, Respondent must submit a written request to have any and all contract provisions or requirements herein addressed pursuant to section 1.06 above.**

**AUTHENTICATION:**

\_\_\_\_\_  
Firm



**EXHIBIT A**  
**WATER STORAGE TANK CONDITION ASSESSMENT**  
**AND PHOTOS**

*(Page 1 of 8)*

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## EXHIBIT A

### WATER STORAGE TANK CONDITION ASSESSMENT AND PHOTOS

(Continued)

(Page 2 of 8)



### Observation Report

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|                    |  |
|--------------------|--|
| <b>Report date</b> | October 7, 2019  |
| <b>To</b>          | Mr. Derek Powder, PE   |
| <b>Report by</b>   | Brett Rowan, P.E., Senior Structural Engineer                |
| <b>Reviewed by</b> | Chris Bowker, P.E., Project Manager                          |
| <b>Subject</b>     | Condition Assessment of Upper Catwalk on Water Tower for JIA |

---

This report details the structural condition and overall assessment of the elevated upper level catwalk above the water tower at the Jacksonville International Airport (JIA) as requested by the Jacksonville Aviation Authority (JAA). This evaluation was performed to assess the condition and to potentially identify repairs needed to ensure safe access and usability. This is a limited observation, and this report is only intended to identify general opinions, not to lay out specific repair procedures or serve as a definitive structural analysis. Additional measurements, testing, and destructive analysis would be required to describe more specific design assumptions and repair procedures.

#### PROJECT LOCATION

Jacksonville International Airport  
Water Tower Structure  
Barnstormer Road  
Jacksonville, FL 32218

#### OBSERVATION DATE AND METHODS

Jacobs visited the site on September 10th, 2019 to perform the observation of the catwalk on top of the tower structure. Due to the extreme height of the tower along with the unknown condition of the catwalk, a representative was chosen who was experienced in climbing such structures. Mr. Anthony Avila, Jacobs conducted the observation with direction from Mr. Brett Rowan, Jacobs on critical items of observation. Non-destructive measurements were taken using primarily a caliper and tape measure, while visual observations were recorded with photographs. Selected photographs are included as an appendix to this report. Existing construction documents were available with limited dimensions and layout of the tower catwalk, although they lacked details and member sizes.

#### PROJECT BACKGROUND

The tower upper catwalk appears to have been originally constructed in the late 1960s based upon the limited plans we had access to. Previous reports and repairs done to the tower and lower catwalk have indicated that the structure has been subject to weathering over its lifespan causing deterioration of structural members. As part of a future painting and restoration project, JAA has asked Jacobs to review the upper level catwalk to identify any recommended repairs.

Jacobs  
200 S. Orange Avenue, Ste 900  
Orlando, Florida 32801  
Phone: 1(407)903-5100  
Fax: 1(407)903-5190

**EXHIBIT A**  
**WATER STORAGE TANK CONDITION ASSESSMENT**  
**AND PHOTOS**

(Continued)

(Page 3 of 8)



October 7, 2019  
JIA Water Tower Catwalk Condition Assessment

**OBSERVATION AND ANALYSIS**

Overall Condition Assessment

The upper level catwalk condition overall appears in good condition especially considering it is approximately 40 years old. Minor signs of surface rust appeared on several members of the catwalk and railing system although no major locations of deterioration were located. The only location of functionality being comprised on the structure was on the roof hatch allowing access to the catwalk level where the hatch itself has rusted through and no longer is watertight.

Potential Repairs

It is Jacobs' understanding that a painting project of the tower and catwalks is anticipated. Based on the level of surface rust only, we feel this will adequately address the signs of deterioration. Properly coating the steel structure is vital to the longevity of the structure. Proper preparation of the steel should be completed including removing any of the existing compromised coating, surface rust, and all the dirt and oil. A new coating should be specified that is appropriate for this application. Ideally, the roof hatch would also be replaced as part of this work.

Furthermore, we recommend accounting for minor repairs to the structure in the cost of the painting project. This might include replacing a bolt or nut in an isolated location or sealing pinholes at non-critical components with a filler material to ensure water tightness. These types of repairs would be low in cost (estimated at less than \$2,500) and are most easily done on a case by case negotiation with the contractor. It is likely these minor types of miscellaneous repairs will reveal themselves when prepping for the re-coating.

**RECOMMENDATION**

Continued maintenance of the structure through routine cleaning and re-coating should be continued to maintain structural integrity. While very minor miscellaneous repairs are likely, the re-coating itself should address the minor surface rust found on the structure.

It should be noted that while the catwalk maintains a similar level of safety and performance from its original construction, the catwalk has not been reviewed for any type of compliance with current codes and construction practices. Depending on the frequency of use, considerations for additional safety measures such as harness tie-off points could be considered by the Owner to enhance the safety of catwalk.

If we can provide further assistance, please let us know.

**Brett Rowan, PE**  
FL Reg 77608  
Sr. Structural Engineer  
407-903-5316  
brett.rowan@jacobs.com

Jacobs  
200 S. Orange Avenue, Ste 900  
Orlando, Florida 32801  
Phone: 1(407)903-5100  
Fax: 1(407)903-5190

Page 2

EXHIBIT A

WATER STORAGE TANK CONDITION ASSESSMENT  
AND PHOTOS

(Continued)

(Page 4 of 8)



October 7, 2019  
JIA Water Tower Catwalk Condition Assessment

APPENDIX



Figure 1: Overall Building (Google Maps)

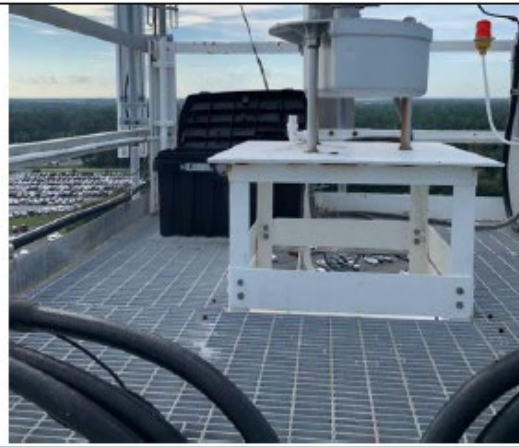


Figure 2: Overall Catwalk Grating and Structure



Figure 3: Damage to Roof Hatch – Recommend to Be Replaced



Figure 4: Typical Surface Rust on Catwalk

EXHIBIT A

WATER STORAGE TANK CONDITION ASSESSMENT  
AND PHOTOS

(Continued)

(Page 5 of 8)



October 7, 2019  
JIA Water Tower Catwalk Condition Assessment

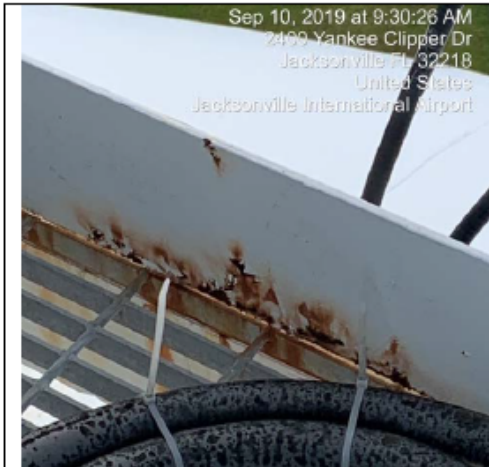


Figure 5: Typical Surface Rust at Kick Plate



Figure 6: Typical Surface Rust at Post / Baseplate



Figure 7: Typical Minor Damage to Bolts or Nuts That May Warrant Replacement

NOT USED

**EXHIBIT A**  
**WATER STORAGE TANK CONDITION ASSESSMENT**  
**AND PHOTOS**

(Continued)

(Page 6 of 8)



Corrosion at Tank Pedestal Foundation – base plate and anchor bolt



Anchor Bolt Corrosion



**EXHIBIT A**  
**WATER STORAGE TANK CONDITION ASSESSMENT**  
**AND PHOTOS**

(Continued)

(Page 7 of 8)



Roof



Roof with Corrosion at Cathodic Protection Cover Plate

**EXHIBIT A**  
**WATER STORAGE TANK CONDITION ASSESSMENT**  
**AND PHOTOS**

(Continued)

*(Page 8 of 8)*



Corrosion at Top of Access Tube



Antenna Balcony with Corrosion at Structural Member



**EXHIBIT B**

**BIDDER QUESTIONNAIRE**

(Continued)

(Page 2 of 3)

6. List names and addresses of principal trade creditors, their telephone numbers, and persons to contact:

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7. Typical Contracts Completed During Last Five (5) Years:

| Year | Name of Project | Architect/Engineer | Contract Amount |
|------|-----------------|--------------------|-----------------|
|      |                 |                    | \$              |
|      |                 |                    | \$              |
|      |                 |                    | \$              |
|      |                 |                    | \$              |

8. Average Annual Billing for Last Five (5) Years: \$ \_\_\_\_\_

9. Total Work in Progress and Under Contract: \$ \_\_\_\_\_

10. List Major Work Under Contract:

| % Complete | Name of Project | Architect/Engineer | Contract Amount |
|------------|-----------------|--------------------|-----------------|
|            |                 |                    | \$              |
|            |                 |                    | \$              |
|            |                 |                    | \$              |
|            |                 |                    | \$              |

11. List Current Project on Which Your Firm is the Candidate for Contract Award:

---

---

---

12. Other Information About Projects:

- a. Have you at any time failed to complete a contract? \_\_\_Yes \_\_\_No
- b. Are there any judgments, claims, suits pending or outstanding against you?  
\* If the answer to either question is yes, submit details on separate sheet.
- c. List all lawsuits that have been filed by or against your firm due to construction contracts in the last five (5) years: \_

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**EXHIBIT B**

**BIDDER QUESTIONNAIRE**  
(Continued)

(Page 3 of 3)

13. Name of official or employee proposed to be assigned to the work at all times during progress with full authority to act for you as required by the General Conditions of this contract:

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

14. List of equipment to be employed on contract describing type, capacity, manufacturer, age, condition and location.

15. Have you determined that each proposed subcontractor is technically and financially qualified to perform the work to be subcontracted and prepared with equipment and personnel to complete the work within the time allowed by the specifications?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

15.A. Have you discussed the nature of the risk you have assumed for the subsurface conditions with your earthwork subcontractor and are you convinced that they are aware of their responsibility to you for successful accomplishment of their work on this project?

16. Is your firm prepared and equipped to complete the contract within the time prescribed in the Special Conditions of the contract?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

17. Furnish a Certified copy of your most recent Financial Statement. If the Statement is more than 60 days old, include evidence signed by an officer of the firm as to current financial condition in relation to the Financial Statement.

Pursuant to information for prospective bidders for above-mentioned proposed project, the undersigned is submitting the information as required for your use to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice. The surety herein named, or any other bonding company, bank, subcontractor, supplier, or any other persons, firms or corporations with which we have done business, or who have extended any credit to us are hereby authorized to furnish you with any information concerning performances on previous work or credit standing with any of them. We here release any and all such parties from any legal responsibility whatsoever of having furnished such information to you.

Name of Organization: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**EXHIBIT C**

**CONFLICT OF INTEREST CERTIFICATE**

Respondent must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid.

**SECTION I**

I hereby certify that no official or employee of JAA requiring the goods or services described in these specifications has any 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 JAA official(s) and/or employees(s) has a financial interest(s) in this company have filed Conflict of Interest Statements with the JAA CEO Office, 14201 Pecan Park Road, Jacksonville, FL 32218 prior to the time of bid opening.

Name

Title or Position

Date of Filing

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name of Official (type or print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

**SECTION III**

**PUBLIC OFFICIAL DISCLOSURE**

JAA requires that a public official who has a financial interest in a bid, proposal or contract make a disclosure at the time that the bid, proposal or contract is submitted or at the time that the public official acquires a financial interest in the bid, proposal or contract. Please provide disclosure, if applicable, with bid.

Public Official: \_\_\_\_\_

Position Held: \_\_\_\_\_

Position/Relationship with Respondent: \_\_\_\_\_

**EXHIBIT D**

**SBE POLICY, GOALS, CONDITIONS AND INSTRUCTIONS**

*(The remainder of this page has been intentionally left blank)*





**SBE FORM 2**

**SBE PARTICIPANT IDENTIFICATION AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY DECLARE AND AFFIRM THAT I AM THE \_\_\_\_\_  
(Title – Owner, President-SBE firm)  
and duly authorized representative of \_\_\_\_\_ whose  
(Name of SBE firm)

address is \_\_\_\_\_

I hereby declare and affirm that I am an SBE as defined by the contract documents for ITB No. 21-17-42001, and that I will provide information to document this fact. This firm is interested in quoting/bidding on the following work being procured by the Jacksonville Aviation Authority under ITB No. 21-17-42001.

Specify whether participation is as a Subcontractor, Manufacturer, etc. \_\_\_\_\_

Specify quote or bid amount \$ \_\_\_\_\_

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE FIRM TO MAKE THIS AFFIDAVIT.

\_\_\_\_\_  
(Date) (Affiant)

ATTACHMENT

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

On this \_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned officer personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Notary) Commission Expires \_\_\_\_\_ (SEAL)

**SBE FORM 3**

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR**

TO: \_\_\_\_\_  
(Name of Prime/General Contractor Proposing)

JAA PROJECT: Jax Water Tank Recoating & Misc Repairs      ITB No. 21-17-42001

The undersigned intends to perform work in connection with the above Contract as:

Check One:

\_\_\_\_\_ an individual      \_\_\_\_\_ a corporation  
\_\_\_\_\_ a partnership      \_\_\_\_\_ a joint venture

The status of the undersigned is confirmed on the attached SBE Contractor Identification Affidavit.

Specify in detail, work items or parts thereof to be performed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

at the following price: \$\_\_\_\_\_.

\_\_\_\_\_ (%) of the total dollar value of this subcontract will be sublet and/or awarded to non-minority Subcontractors.

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

|                  |                 |                             |
|------------------|-----------------|-----------------------------|
| _____            | _____           | _____                       |
| (Date)           | (Telephone No.) | (Name of SBE Subcontractor) |
| _____            |                 | By: _____                   |
| (Firm Address)   |                 | (Signature)                 |
| _____            |                 | Name: _____                 |
| (City and State) |                 | (Typed)                     |
|                  |                 | Title: _____                |
|                  |                 | (Typed)                     |

**SBE FORM 4**

**SBE UNAVAILABILITY CERTIFICATION**

I, \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

of, \_\_\_\_\_, certify that on the dates below,

I invited the following SBE(s) to bid work items to be performed on JAA project: Jax Water Tank Recoating & Misc Repairs; ITB No. 21-17-42001

| <u>DATE OF REQUEST</u> | <u>NAME OF SBE</u> | <u>INDICATE IF SUB, MFG, ETC</u> | <u>SBE RESPONSE (Y/N)</u> |
|------------------------|--------------------|----------------------------------|---------------------------|
| _____                  | _____              | _____                            | _____                     |
| _____                  | _____              | _____                            | _____                     |
| _____                  | _____              | _____                            | _____                     |

The following submitted bids which were not acceptable:

| <u>Name of SBE</u> | <u>Reason for Unacceptability</u> |
|--------------------|-----------------------------------|
| _____              | _____                             |
| _____              | _____                             |
| _____              | _____                             |
| _____              | _____                             |

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature)

The foregoing instrument was acknowledged before me, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ who is personally know to me or has produced \_\_\_\_\_ as identification and who did not take an oath.

Signed: \_\_\_\_\_ (SEAL)  
Notary Public

**SBE FORM 5**

**MONTHLY REPORT**

DATE \_\_\_\_\_

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

JAA ITB No. 21-17-42001

CONTRACT: Jax Water Tank Recoating & Misc Repairs

BASE BID AMOUNT: \$ \_\_\_\_\_

SBE GOALS % \_ \$ \_\_\_\_\_

TOTAL CONTRACT \$ \_\_\_\_\_

TOTAL SBE CONTRACT \$ \_\_\_\_\_

| NAME OF SBE<br>SUBCONTRACTOR | ADDRESS<br>TO DATE | EARNED<br>TYPE OF WORK | EARNED<br>THIS MONTH |
|------------------------------|--------------------|------------------------|----------------------|
| _____                        | _____              | \$ _____               | \$ _____             |
| _____                        | _____              | \$ _____               | \$ _____             |
| _____                        | _____              | \$ _____               | \$ _____             |
| _____                        | _____              | \$ _____               | \$ _____             |
| _____                        | _____              | \$ _____               | \$ _____             |
| SUBTOTAL ALL SBE.....        |                    |                        | \$ _____             |

SBE EARNED TO DATE DIVIDED BY TOTAL CONTRACT EARNED TO DATE \_\_\_\_\_ %  
..... %

PERCENTAGE OF OVERALL CONTRACT COMPLETE..... %

The undersigned hereby affirms and declares that the above-listed firms were actually employed in the performance of work/services under this contract and further that each such firm earned and has been paid the stated amount for their respective efforts.

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

Sworn and subscribed before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC (Seal)

**NOTES:**

- Contractor shall attach to this form a typewritten explanation of any differences in SBE participation between this form and SBE Form 1 including an accounting for any changes in SBE firms employed.
- THIS FORM MUST BE COMPLETED AND SUBMITTED WITH CONTRACTORS REQUEST FOR MONTHLY AND FINAL PAYMENTS.

**EXHIBIT E**

**Local Business Verification Form  
Normal Market Area (NMA): Baker, Clay, Duval, Flagler, Nassau, Putnam, and St. Johns County**

|  |                         |  |             |                     |
|--|-------------------------|--|-------------|---------------------|
| Name of Business:                            |                         |  |             | Nature of Business: |
| Physical Address of Business: (not a PO Box) |                         |  |             |                     |
| Type of Business                             | Circle One: Corporation | Sole Proprietor                        | Partnership | Other               |
| City / State / Zip                           |                         |  |             |                     |
| Local Phone Number:                          |                         | Fax Number:                            |             |                     |
| Date Business was established in NMA:        |                         | Number of employees living in the NMA: |             |                     |
| County Location:                             |                         | Contact Email Address:                 |             |                     |
| Owners Name:                                 |                         |  |             |                     |
| Business License County:                     |                         | Date License Issued:                   |             |                     |

You **MUST** include the following information with the return of the affidavit:

- Current Business, Occupational, and Professional Licenses.
- If a tie occurs between two Local Businesses or Local Bidders, then you will be requested to submit an Employee Roster to include Name, Date of Hire, City, County and Zip Code for the employees living in the NMA.

**I certify that the above information is correct, and I understand that failure to sign this form and any material misrepresentation will constitute a material irregularity and will result in the disqualification of the status "Local Business".**

Authorized Agent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_, Title: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_  
(Affiant's Printed Name)

He/She is personally known by me or has produced \_\_\_\_\_ as identification.  
State of \_\_\_\_\_

Notary seal

\_\_\_\_\_  
(Signed by Notary)

\_\_\_\_\_  
(Notary's Printed Name)

My Commission Expires: \_\_\_\_\_

**EXHIBIT F**

**HOW TO NAVIGATE DEMANDSTAR**

*(The remainder of this page has been intentionally left blank)*

# Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

**It's EASY!** Get started with these 3 easy steps!

## 1 REGISTER

Go to:

<https://www.demandstar.com/registration>

### Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



## 2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

### ← Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis

Narrow down your search by selecting a state and county.

|   |  |
|---|--|
| State                                     | County                                     |
| <input type="text" value="Select State"/> | <input type="text" value="Select County"/> |

- City of Metropolis – Board of Commissioners
- City of Metropolis Purchasing
- Metropolis Technical College

You have chosen **Metropolis Technical College** as your free agency.  
Add additional government agencies below for \$25 per County,  
Statewide and National subscriptions available.

## 3 CHECK OUT

Check out with your **FREE AGENCY**  
Registration by clicking "Skip for now" on  
the page where it gives you options to add  
additional counties and States

My Subscriptions  [0]

Nation (0)

States (0)

Counties (0)

| Total | (0 subscriptions) | Your Current Rate |
|-------|-------------------|-------------------|
|       |                   | <b>\$0/year</b>   |

Proceed to Checkout

Skip for Now

**SIGN UP**

Visit [www.demandstar.com](http://www.demandstar.com)





# Responding to an Electronic Bid

5 Step Instructions

# Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name



# Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

**TEST BID**

**Bid Details**

Agency Name: 147401410  
Bid Letter: 147401210  
Bid ID: 147401210-147401210-147401210  
Bid Type: E-BID  
Broadcast Date: 12/01/2022 11:00 AM Eastern  
Fiscal Year: 2023  
Due: 12/01/2022 11:00 PM Eastern  
Bid Status Text: NO BIDDING

**Scope of Work**

Scope of Work: none

**Documents**

| Filename   | Type       | Date Modified | Status   |
|------------|------------|---------------|----------|
| Attachment | Attachment | 12/01/2022    | Complete |

**Distribution Info**

Bid Bond: none  
Plan (Blueprint): none  
E-Bidding: none  
Distributed By: none  
Distribution Method: none  
Distribution Options: none  
Project Estimated Budget: 1122,000.00  
Distribution Notes: none

**Publications**

View Page: 1/2

**Pre-Bid Conference**

No pre-bid conference data found

**Commodity Code**

[101-944-00] MATERIAL SERVICES

[Submit E-Bid Proposal](#)

# Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”

If there is not a total bid amount in your submission, please put “0”

Example: a request for qualifications opportunity may not require a bid amount so vendors will input “0” under “Bid Amount”

**DEMANDSTAR** | Home > Bids > EL388E > My E-Bid Response

Dashboard | Bids | Quotes | Activities | Messages | Responses

Company: Robyn Gallardi | Save & Finish Later | Cancel

### E-Bid Response

**Bid Details**

- Agency Name: Agency (2.0)
- Agency Number: EBID-123456-0-2020/AD
- Bid Due Date: 07/24/2020 (EST)
- Bid Opening: 23 days, 04 hours, 23 minutes, 04 seconds Remaining
- Bid Name: TESTBID

**E-Bid Progress**

- Contact Information
- Documents Upload
- Review Bid

**Contact Information**

- Company Name: Calgon Carbon Corporation
- Address 1: P.O. Box 717
- Address 2: Address 2 (optional)
- City: Pitsburgh
- Country: United States of America
- State/Province: Pennsylvania
- County: Select...
- Postal Code: 15230-0717
- Phone Number: 412 781 6410
- Extension: Extension (optional)
- Bid Amount: 127,000
- Alternate Bid Amount: Alternate Bid Amount (optional)
- Notes: For the full 6 month contract (optional)

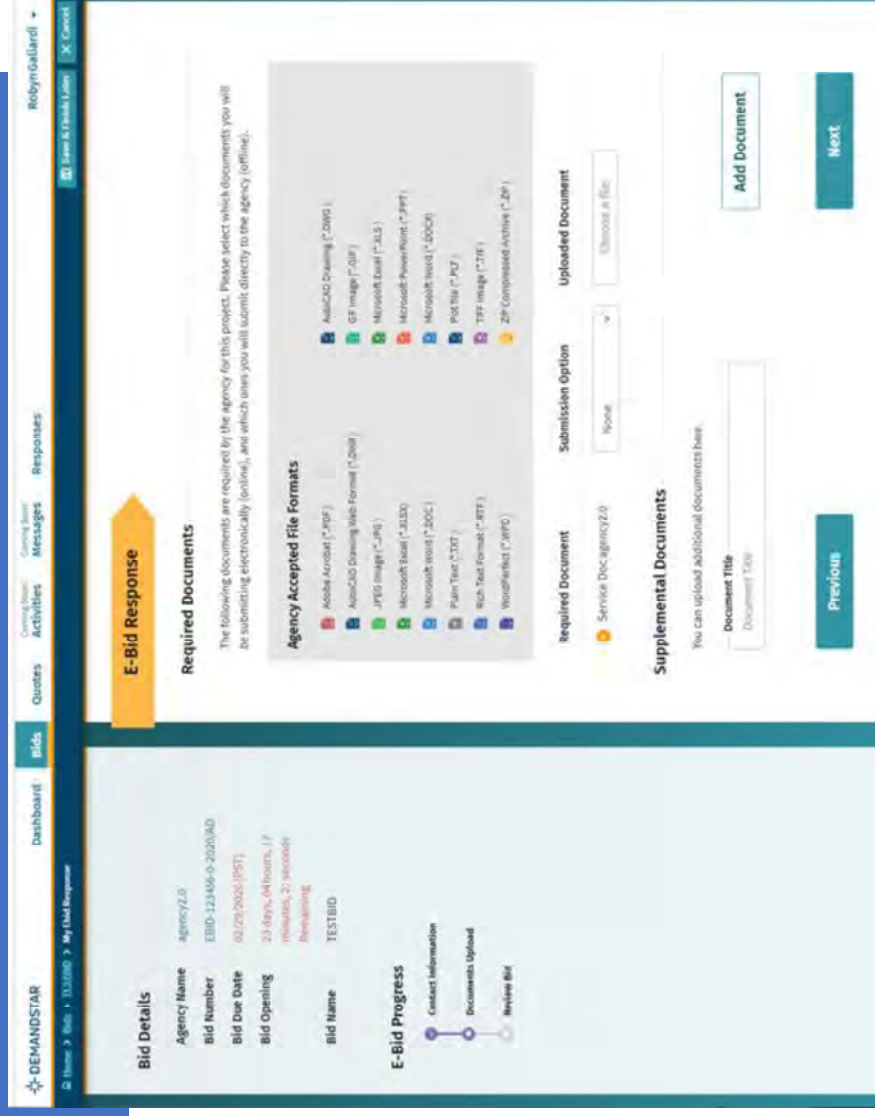
**Next**

# Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

**TIP:**

There is a place for you to add “Supplemental”, i.e. non-required, documents.



# Step 4 continued

## TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

The screenshot displays the 'E-Bid Response' interface. At the top, a blue banner reads 'E-Bid Response'. Below this, the 'Required Documents' section lists various file formats accepted by the agency, such as Adobe Acrobat (.PDF), AutoCAD Drawing (.DWG), and Microsoft Word (.DOCX). A warning message states: 'The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline)'. Below the list, there are two columns: 'Required Document' and 'Submitted Document', with a green checkmark indicating that 'Service Doc Agency 2' has been submitted. The 'Submission Option' is set to 'Electronic Online'. The 'Supplemental Documents' section allows users to upload additional documents, with a text box for 'Document Title' and an 'Add Document' button. Below this, there are two columns: 'Required Document' and 'Submitted Document', with green checkmarks indicating that 'Service Doc Agency 2', 'References', and 'Misc.' have been submitted. The 'Submission Option' is set to 'Online Electronic'. At the bottom, there are 'Previous' and 'Upload' buttons.

**Bid Details**

|              |   |
|--------------|---|
| Agency Name  | agency2   |
| Bid Number   | 680-12345-6789-10                                   |
| Bid Due Date | 02/28/2022 (PST)                                    |
| Bid Opening  | 13 days, 23 hours, 28 minutes, 31 seconds remaining |
| Bid Name     | TETRD   |

**E-Bid Progress**

- Contact information
- Documents Upload
- Review Bid

**Required Documents**

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

**Agency Accepted File Formats**

- Adobe Acrobat (.PDF)
- AutoCAD Drawing (.DWG)
- DWG Image (.DIF)
- Microsoft Excel (.XLS)
- Microsoft PowerPoint (.PPT)
- Microsoft Word (.DOC)
- Microsoft Word (.DOCX)
- Plain Text (.TXT)
- Rich Text (.RTF)
- TIF Image (.TIF)
- ZIP Compressed Archive (.ZIP)

**Required Document**

|                      |                   |                          |
|----------------------|-------------------|--------------------------|
| Service Doc Agency 2 | Electronic Online | Service Doc Agency 2.PDF |
|----------------------|-------------------|--------------------------|

**Submitted Document**

|                      |                   |                          |
|----------------------|-------------------|--------------------------|
| Service Doc Agency 2 | Electronic Online | Service Doc Agency 2.PDF |
|----------------------|-------------------|--------------------------|

**Supplemental Documents**

You can upload additional documents here.

Document Title:

**Required Document**

|                      |                   |                          |
|----------------------|-------------------|--------------------------|
| Service Doc Agency 2 | Electronic Online | Service Doc Agency 2.PDF |
|----------------------|-------------------|--------------------------|

**Submitted Document**

|                      |                   |                          |
|----------------------|-------------------|--------------------------|
| Service Doc Agency 2 | Electronic Online | Service Doc Agency 2.PDF |
| References           | Electronic Online | References.pdf           |
| Misc.                | Online Electronic | Choose a file            |

**Previous** **Upload**

# Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot shows the DEMANDSTAR e-bidding system interface. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', 'Responses', and 'My Bid Responses'. The main content area is titled 'Review Your E-Bid Response' and contains the following sections:

- Bid Details:** Agency Name: Agency A, Bid Number: 8890-123456-789010, Bid Due Date: 12/31/2022 (PST), Bid Opening: 12 Days, 04 Hours, 15 Minutes, 47 Seconds Remaining, Bid Name: T12345.
- E-Bid Progress:** A progress bar showing 'Contact Information' (100%), 'Documents Upload' (100%), and 'Review Bid' (100%).
- Contact Info:** Company Name: Original (a-bid Corporation), # U.S. Fax: 717, Address 1, Address 2, City: Hockessin, State: Delaware, Country: United States of America, Postal Code: 19234-7721, Phone Number: 41278-9011, Fax: 3127-80108, Bid Amount: Alternate Bid Amount, Notes: For the U.S. requests website.
- Agency Required Documents:** Includes a link to 'Download the agency's E-Bidding Original' and a 'New Document' button.
- Supplemental Documents:** Includes a 'New Document' button.
- Instructions:** A list of instructions for submitting the bid response, including: 1. Log out and verify that your response is submitted as intended. 2. You will receive a confirmation e-mail with your confirmation number and date/time stamp of your upload. 3. You will receive a confirmation e-mail indicating a successful response upload. 4. You may track your response submission under the Responses page. A note states: 'If you do not receive any of the above, please call Support Services at 1-800-945-0224.'

A red arrow points to the 'Submit Response' button in the top right corner of the main content area.

**EXHIBIT G**  
**SAMPLE ACH FORM**

*(The remainder of this page has been intentionally left blank)*





Jacksonville Aviation Authority Use  
 Only  
 Date Received \_\_\_\_\_  
 Date Entered \_\_\_\_\_  
 By: \_\_\_\_\_  
 Supplier #: \_\_\_\_\_

## ACH Authorization For Electronic Funds Transfer SUPPLIERS ONLY

**NOTICE:** In accordance with Florida Law, the account number and banking institution information below is confidential and exempt from public records. Jacksonville Aviation Authority (JAA) and its systems will keep this information in a manner in accordance with Florida Law.

This form is being completed due to:

- \_\_\_\_\_ Initial Enrollment
- \_\_\_\_\_ Change in Bank Account Number (same financial institution)
- \_\_\_\_\_ Change in Financial Institution

I authorize Jacksonville Aviation Authority (JAA) to deposit payments as instructed into the undersigned's bank account by the means of Electronic Funds Transfer for payment. I will also allow access for adjustments (debit transactions) in the event of billing errors. Disputes regarding deposits (credits) should be made within fifteen (15) days of issuance of the account statement. Disputes regarding charges (debits) should be made within forty-five (45) days after the account was charged.

Until notification in writing of cancellation, this authorization will continue to be valid.

Supplier Name: \_\_\_\_\_  
 Bank Name: \_\_\_\_\_  
 Transit/ABA #: \_\_\_\_\_  
 Bank Account #: \_\_\_\_\_  
 Remittance  
 Email Address: \_\_\_\_\_  
 Fed Tax ID#/SS#: \_\_\_\_\_

By submitting this form, you are certifying that you have read and reviewed this document and the person signing below is an authorized representative of the Company.

Authorized by Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Date: \_\_\_\_\_

Return this form directly to the Procurement Department via email: [procurement-bids@flyjacksonville.com](mailto:procurement-bids@flyjacksonville.com)

**EXHIBIT H**  
**DRAFT CONTRACT**

*(The remainder of this page has been intentionally left blank)*

**C O N T R A C T**  
**B E T W E E N**  
**JACKSONVILLE AVIATION AUTHORITY**  
**AND**  
**XX**

**THIS CONTRACT** is executed this **XX** day of **XX**, 20**XX** by and between JACKSONVILLE AVIATION AUTHORITY, (JAA or AUTHORITY), and **XX** (“CONTRACTOR”) with its principal office located at **XX**.

**WITNESSETH**

That for the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. JAA issued a Request for Proposal (RFP) No. 21-09-24001 in order to procure a firm licensed, qualified and interested in providing Oracle eBiz Maintenance and Support Services.
2. Contractor submitted its proposal to JAA representing that is capable of providing the necessary services as required by the RFP.
3. In reliance upon Contractor’s representations, JAA selected Contractor as the most qualified to provide the requested service.
4. JAA hereby engages Contractor for the potential performance of the services set forth in the Scope of Services. The services shall be done strictly in accordance with this Contract, the RFP, and all addendums to the RFP (incorporated by reference) and Company’s proposal (incorporated by reference), (collectively, the “Contract Documents”), and, with respect to non-discriminatory laws, statutes and authorities, the Parties incorporate the attached **Appendix “A.”** All of the documents referenced herein are hereby specifically made a part hereof to the same extent as if fully set forth herein.

5. The term of this Contract shall commence on **XX, 20XX**, and terminate on **XX, 20XX**, with an option to renew for up to two additional years at the sole discretion of JAA and based on vendor performance, annual approved budgeted funds and adherence to all terms and conditions of the Contract Documents.
  
6. This is a requirement contract under which Contractor will not perform any work until such time as JAA identifies a need and requests and approves in writing a proposal from Contractor for the same. For any and all projects on which Contractor submits a proposal and receives written notice/approval from JAA to proceed with the same, Contractor shall be compensated as set forth herein and pursuant to the specific project scope of services and Contractor's proposed rates, as may be negotiated between and mutual agreed upon by the Parties. The parties have agreed to the following annual compensation schedule:

| <b>CONTRACT TERM</b> | <b>CONTRACT AMOUNT</b> |
|----------------------|------------------------|
|                      |                        |
|                      |                        |
|                      |                        |
|                      |                        |
|                      |                        |

7. Nothing in this Contract shall be construed as making Contractor an employee, servant or agent of JAA. Contractor shall pursue the Scope of Services under this Contract as an independent contractor, and shall be solely responsible for the method, manner and means to be utilized in performing the Scope of Service, including but not limited to the supervision and compensation of its own personnel.

8. This Contract may be terminated for convenience by the Authority whenever the Authority determines that such termination is in the best interest of the Authority. Such termination will be affected by a 30-day written notice to the Contractor stating the date upon which the termination shall become effective.
9. Unsatisfactory performance by the Contractor may result in immediate cancellation of this Contract.
10. Termination of this Contract in accordance with its agreed termination provisions will not give rise to any claims of improper termination, termination in bad faith, or the like or to the payment of any compensation, recoupment of expenditures made by Contractor pursuant to this Agreement, or the like predicted in such termination. This Contract is always subject to availability of budgeted funds.
11. The Authority may give the Contractor written notice that there is a material breach of the contract or a written notice to discontinue some or all services under the Contract in the event that:
  - a) The Contractor assigns or subcontracts the Scope of Services without prior written permission;
  - b) Any petition is filed, or any proceeding is commenced by or against the Contractor for relief under any bankruptcy or insolvency laws;
  - c) A receiver is appointed for the Contractor's properties or the Contractor commits any act of insolvency (however evidenced);
  - d) The Contractor makes an assignment for the benefit of creditors;
  - e) The Contractor suspends the operation of a substantial portion of its business;
  - f) The Contractor suspends the whole or any part of the Scope of Services to the extent

- that it impacts the Contractor's ability to meet the Scope of Services schedule, or the Contractor abandons the whole or any part of the Scope of Services;
- g) The Contractor, at any time, violates any of the conditions or provisions of this or any Contract that the Contractor has with the Authority, or fails to perform as specified or is not complying under the same;
  - h) The Contractor attempts to willfully impose upon the Authority items or workmanship that are in the Authority's sole opinion, defective or of unacceptable quality;
  - i) The Contractor breaches any of the representations or warranties;
  - j) The Contractor is determined, in the Authority's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to the Authority;
  - k) There is any material change in the financial or business condition of the Contractor.

12. Neither party will be liable for failure or delay performing obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of either party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of force majeure must be given to the other party no later than 10 business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. JAA may elect to terminate or suspend the Agreement or consider all delivery dates under this Agreement affected by force majeure tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and

deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist, subject to the availability of funds.

13. This Contract constitutes the entire agreement between the parties hereto for the Scope of Services to be performed and furnished by the Contractor hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

**14. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS, CONTACT JAA'S CUSTODIAN OF PUBLIC RECORDS:**

**Alissa Bowles, Revenue Compliance Specialist  
14201 Pecan Park Road  
Jacksonville, Florida 32218  
904.741.3672**

**REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK**

15. Any notice required to be served under this Contract shall be sent by certified mail, return receipt requested to the following:

For the Authority:

Jacksonville Aviation Authority  
14201 Pecan Park Road  
Jacksonville, Florida 32218  
Attn: Devin Reed, Director of Administration

For the Contractor:

XX  
XX  
XX

Attn: **XX**

**REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE LINES FOLLOW**



IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, in duplicate, the day and year first above written.

Attest:

JACKSONVILLE AVIATION AUTHORITY

\_\_\_\_\_  
Name  
Procurement Administrator

\_\_\_\_\_  
Mark VanLoh, CEO, or  
His Designee

\_\_\_\_\_  
(Designee's Name and Title, if applicable)

Attest:

XX

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Approved as to form for the  
Use of the Jacksonville Aviation Authority.

\_\_\_\_\_  
Devin Reed, Director of Administration

## APPENDIX A

### REQUIRED TITLE VI PROVISIONS FOR CONTRACTORS:

1. **Civil Rights – 49 USC § 47123:** Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor and sub tier contractors from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
  
2. **Nondiscrimination:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, the Contractor, for itself, subcontractors, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree not to participate directly or indirectly in discriminatory activity or any kind and that no person on the ground of race, color, or national origin, will be subjected to discrimination in the execution of this Agreement, including employment practices (see Appendix B of 49 CFR Part 21). With respect to the Agreement, in the event of breach of the above nondiscrimination covenant, the Authority will have the right to terminate the Agreement and to pursue should remedies against Contractor as may be permitted by applicable law.
  
3. **Title VI and Related Law Compliance:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, Contractor, for itself, subcontractors, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, including but not limited to:
  - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - i) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-

Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. **Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.**: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the above-referenced statute and regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
  
5. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work required under this Agreement, to be performed under a subcontract, which also includes procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, creed, color, national origin, sex, age, or disability. Contractor will incorporate this Agreement (the Prime Contract) into its subcontract agreements, such that its subcontractors are obligated to Contractor to the same extent Contractor is obligated to JAA under the Prime Contract. However, nothing contained in the Prime Contract creates any contractual relationship between Subcontractor and JAA. Contractor's subcontract agreements shall require its subcontractors to generally agree to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended, as well as those non-discrimination statutes and authorities listed in Paragraph 3, above. For purposes of compliance with this section, Contractor shall furnish documented proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with the above.
  
6. **Occupational Safety and Health Act of 1970 – 20 CFR Part 1910:** All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its sub-Contractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
  
7. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession

of another who fails or refuses to furnish the information, the Contractor will so certify to JAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

8. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, JAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) Withholding payments to the Contractor under the contract until the Contractor complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in part.
  
9. **Incorporation of Provisions:** The Contractor will: (i) include the above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto; and (ii) take action with respect to any subcontract or procurement as JAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request JAA to enter into any litigation to protect the interests of JAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
  
10. **Veteran's Preference:** In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

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**NO BID FORM**

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

**Jacksonville Aviation Authority  
Attn: Procurement Department  
14201 Pecan Park Road  
Jacksonville, FL 32218**

Please be sure "NO BID" and the Bid Number are clearly shown on the outside of the envelope. **RETURN THIS FORM ONLY.**

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

1. We are unable to provide the nature of the service/products requested. \_\_\_\_\_
2. Requested specifications are too restrictive. (Please elaborate) \_\_\_\_\_
3. We are unable to comply with other terms of this invitation/request. \_\_\_\_\_
4. Request was not sufficiently clear. \_\_\_\_\_
5. Other: Please state the reasons in detail.

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

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

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

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

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

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

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