

INVITATION TO BID

ITB No. 25-09R



CHAIN LINK FENCE INSTALLATION MAINTENANCE & REPAIR SERVICES (RE-BID)

ITB DUE DATE: TUESDAY, OCTOBER 28, 2025 at 2:00 PM (ET)

Jerrie Gunder, Senior Contract Specialist

Jerrie.Gunder@jaxport.com

PROCUREMENT SERVICES

2831 Talleyrand Avenue, Jacksonville, Florida 32206

JAXPORT.com/procurement/active-solicitations

ITB NO. 25-09R

**CHAIN LINK FENCE INSTALLATION, MAINTENANCE
AND REPAIR SERVICES (RE-BID)
FOR THE JACKSONVILLE PORT AUTHORITY**

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REQUESTS FOR DISTRIBUTION SHEETS OR ATTENDANCE SHEETS

Copies of the Invitation to Bid (ITB) distribution records may be requested by contacting Procurement Services.

SUBMISSION OF BIDS

Bids submitted electronically in advance of the time set for opening will be held in the Trimble Unity Construct (E-Builder) Bidding Portal until **2:00 PM (ET), TUESDAY, OCTOBER 28, 2025**. Bidders are fully responsible for submittal of Bid. Reliance upon the computer system's reaction time is at Bidder's risk. After the bid due date/time has passed, the submit button will be disabled. **Late Bids will not be received or considered.**

BID OPENING PROCEDURES

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 disclosure under the Florida Public Records Law until such time as the Jacksonville Port Authority provides notice of a decision or intended decision to award the contract or within thirty (30) days after opening, whichever is earlier (§119.07 (3) (m), Florida Statutes). All parts of Bid, including exhibits, are subject to the Public Records Law, and a Bidder 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 prequalification of bidders on public works projects.

INVITATION TO BID RESULTS OR AWARD OF CONTRACT

Bidders desiring a copy of the unofficial tabulation sheet, which will contain only the items considered necessary by JAXPORT, can obtain a copy 30-days after the Bid opening by submitting a written request to Procurement Services. Requested copies will be sent to the Bidder by email. Bidders wishing to view Bids submitted, subject to the above Public Records requirements, must arrange an appointment by contacting Public Records at (904) 357-3091 or public.records@jaxport.com. If copies are requested, an appropriate charge will be assessed, and all copies will be made solely at the convenience of JAXPORT. All Bidders will be notified of the intent to award the contract after action by the Jacksonville Port Authority Awards Committee.

COMMUNICATION WITH JAXPORT DURING SOLICITATION PROCESS

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

INVITATION TO BID NO. 25-09R

**CHAIN LINK FENCE INSTALLATION MAINTENANCE & REPAIR SERVICES
FOR THE JACKSONVILLE PORT AUTHORITY
(RE-BID)**

Bids will be received by the Jacksonville Port Authority (JAXPORT) via E-Builder Electronic Bid Submission up to **2:00 PM (ET)**, on **TUESDAY, OCTOBER 28, 2025**, at which time they will be opened publicly via ZOOM Meeting, <https://us02web.zoom.us/j/84104345548?pwd=5wPR8bVFXfJlWssMb9fujWPLIfVnaw.1>, Meeting ID: **841 0434 5548**, Passcode: **879447**.

All Bids must be submitted in accordance with the Invitation to Bid Number **25-09R**, which may be obtained from our website:

<https://www.jaxport.com/procurement/active-solicitations>

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

ARTICLE I INSTRUCTIONS TO BIDDERS

1.01 GENERAL INFORMATION

The Jacksonville Port Authority (JAXPORT) is soliciting bids from “Qualified and Experienced Companies” to provide “as needed” **CHAIN LINK FENCE INSTALLATION, MAINTENANCE & REPAIR SERVICES (RE-BID)** for various areas of JAXPORT. All employees assigned to work under this contract will be required to have a TWIC Badge for access to certain areas of the Port and its Marine Terminals. Therefore, the purpose of this solicitation is to request information about your company’s abilities to provide services as specified and to obtain unit pricing commitments for items as listed in the Bid Form.

1.02 RECEIPT AND OPENING OF BIDS

JAXPORT will receive bids until **TUESDAY, OCTOBER 28, 2025 at 2:00 PM (ET)** from companies licensed, qualified and interested in providing **CHAIN LINK FENCE INSTALLATION, MAINTENANCE & REPAIR SERVICES (RE-BID)**, as per specifications listed on this Invitation to Bid (ITB). These proposals will be publicly opened via “ZOOM” at the stated time and date listed above.

ZOOM MEETING information:

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

<https://us02web.zoom.us/j/84104345548?pwd=5wPR8bVFXfJlWssMb9fujWPLlfVnaw.1>

MEETING ID: 841 0434 5548

PASSCODE: 879447

1.03 DELIVERY OF BIDS

Bids and all required supplemental material listed in Article III (*items to be submitted with Proposal Form*) must be electronically submitted in **PDF format only** through Trimble Unity Construct (E-Builder). Proposal documents submitted through Email or Fax will not be accepted or considered. **JAXPORT no longer accepts any bid packages submitted by mail or hand delivery.** Please visit the JAXPORT’s website at www.jaxport.com for more information and updates.

The PDF file name should read **“ITB 25-09R”**. “How to Submit Your Bid Response in Trimble Unity Construct (E-Builder)” is provided as **“Attachment No. 2”**. Additional instructions on how to navigate in Trimble Unity Construct (E-Builder), click the below link to access the **“Bidders Portal Instructional Training Video”**:

<https://videos.trimble.com/construction/watch/NeQt4akFyjUaS6PhYeyQKw>

Bids must be submitted prior to 2:00 PM (ET), TUESDAY, OCTOBER 28, 2025. The submit button in Trimble Unity Construct (E-Builder) will deactivate at exactly **2:00:00 PM (ET)** and you will not be permitted to submit your bid regardless of where you are in the process. *Please plan accordingly.*

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

1.04 CONTRACT DOCUMENTS

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

1.05 EXAMINATION OF CONTRACT DOCUMENTS

The Bidder is required to carefully examine the sites of the work and the Contract documents. It will be assumed that the Bidder has investigated and is fully informed of the conditions, the character, and quality of work to be performed, any materials and equipment to be furnished, and of the requirements of the Contract documents.

1.06 OBLIGATION OF BIDDERS

The Bidder must become fully aware of JAXPORT's requirements for the Contract. Failure to do so will not relieve a successful Bidder of its obligation to furnish the material, equipment and labor necessary to carry out the provisions of the Contract Documents and to complete the work at the prices proposed. In addition, the Bidder will be held responsible for having examined the details of the proposed scope of work. The Bidder will use its personal knowledge and experience or professional advice as to the character of the proposed work and any other conditions surrounding and affecting the proposed work. The submittal of a bid will be construed as evidence that all Bidder obligations have been satisfied and no subsequent allowance will be made in this regard.

1.07 QUESTIONS & ADDENDUM

Any questions regarding this Invitation to Bid (ITB) should be directed to **Jerrie Gunder, Senior Contract Specialist** and submitted either by email to Jerrie.Gunder@jaxport.com or submittal through Trimble Unity Construct (E-Builder). Answers to questions will be released in an Addendum directed to all known prospective bidders registered in the Trimble Unity Construct (E-Builder) website and advertised on JAXPORT's website under Active Solicitations at <https://www.jaxport.com/procurement/active-solicitations>.

The deadline for questions will be MONDAY, OCTOBER 20, 2025 by 9:00 AM (ET).

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

Any such request which is not received prior to the above deadline date for questions will not be considered. All such interpretations and supplemental instructions will be in the form of written Addendum to the Contract Documents, which if issued, will be e-mailed to all known prospective bidders. However, it is the responsibility of each Bidder, before submitting its bid, to visit JAXPORT's website at www.jaxport.com/procurement/active-solicitations to determine if any Addendum have been issued and to make such Addendum a part of its bid. Only the interpretation or correction so given by JAXPORT in writing will be binding, and prospective bidders are advised that only JAXPORT will give information concerning, or will explain or interpret the ITB Documents.

1.08 PREPARATION OF BID

- A. Bid will be submitted via Trimble Unity Construct (E-Builder) Electronic Bid Submission with the attached Bid Form (Article III). All blank spaces must be complete and all item fields acknowledged prior to submittal. Only the Bid Form and applicable additional information should be submitted. **DO NOT SUBMIT ANY OTHER PORTIONS OF THE ORIGINAL JAXPORT BID PACKAGE.**
- B. Bid should be prepared in **PDF format only** and uploaded simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of this Invitation to Bid (ITB). Emphasis should be on completeness and clarity of content and ease of locating responses to requested information.

- C. Any information thought to be relevant, but not applicable to the enumerated scope of services, should be uploaded and “labeled” in PDF format as an Appendix to the bid. If publications are supplied by a Bidder, it must be uploaded as a PDF document and the bid should include reference to a document number and/or page number of that Appendix material. Bids not providing this reference will be considered to have no additional material to be considered during the evaluation process.
- D. An authorized representative shall sign the bid. If an individual makes the bid, 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 a firm or partnership makes the bid, the name and address of each member of the firm or partnership must be stated. If a corporation makes the bid, an authorized officer must sign the bid or agent, subscribing the name of the corporation with his or her own's names. Such officer or agent must also state the name of the State, under which the corporation is chartered, and the names and business address of the President, Secretary and Treasurer. If applicable, also provide evidence of registration with the Secretary of State of the State of Florida for doing business in the State of Florida.
- E. Bids will be uploaded in accordance with requirements specified on this Invitation to Bid.
- F. Failure to upload all information requested may result in a bid being considered “non-responsive,” and therefore, may be rejected.

1.09 MINIMUM REQUIREMENTS

In considering the responsibility of Bidders JAXPORT will examine the following factors. Bidders will address each factor specifically in their Bid. JAXPORT is not required to contact a Bidder to obtain additional information to evaluate the Bid.

- A. The company or the owners of the company must have been primarily in the industrial/commercial chain link fence installation, maintenance and repair service business for a minimum of five (5) years ending July 31, 2025, and must have worked on contracts similar in size and complexity. Describe chain link fence installation, maintenance and repair services commercial/industrial experience and number of years.
- B. Bidder must show evidence of having in their employ sufficient numbers of qualified service personnel, considered necessary to produce the desired quality of work and to adequately meet the needs of geographically separate facilities. Provide the resume of the Supervisor to be assigned to this contract.
- C. At the time of bid submittal, Bidder must submit valid copies of license and permits necessary to perform scope of work listed on Article IV of this ITB.
- D. Provide three (3) relevant references in which your company provided primarily industrial/commercial Chain Link Fence Installation, Maintenance and Repair type of services within the last five (5) years. Include contact name, name of company or the owners, contact's email, and phone number.
- E. Ability to respond within twenty-four (24) hours of the time the service call is placed to the Contractor's designated phone number and arrival of an employee on site within forty-eight (48) hours of the time the service call is placed.

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

1.10 WITHDRAWAL OF BID

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

1.11 DISQUALIFICATIONS OF BIDDERS

Any of the following causes may be considered sufficient for the disqualification of a Bidder and rejection of the bid:

- 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 company.
- B. Evidence of collusion among Bidders.
- C. Incomplete work for which the Bidder is committed by contract which, in the judgment of JAXPORT, might hinder or prevent the Bidder with complying with the requested scope of services under this Contract if awarded to such Bidder.
- D. Being in arrears on any existing agreement with JAXPORT or having defaulted on a previous contract with JAXPORT. For purposes of this section, corporations, partnerships or companies, or firms or other business entities created for the purpose of shielding any individual, firm, Partnership Corporation, or other business entity from the application of this provision may be considered for disqualification.
- E. Items 'C' and 'D' above will be considered by JAXPORT after the opening of bids, and, if found to apply to any Bidder, JAXPORT will notify the Bidder that its bid will not be considered for an award of the Contract. The Bidder has five (5) business days to appeal in writing this decision to JAXPORT Chief Executive Officer, via Procurement Services, and the decision of the Chief Executive Officer will be final.
- F. Failure to provide the notarized forms, if any, required in the bid documents, and any other requirements listed in Article III.
- G. Failure to disclose any disciplinary actions taken or pending against the firm within the past three (3) years.

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

1.12 NON-WARRANTY OF ITB INFORMATION

Due care and diligence have been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with those making bids. JAXPORT and its representatives shall not be responsible for any error or omission in the ITB.

1.13 CONTINGENCY FEES PROHIBITED

By submitting a bid in response to this ITB, the Bidder warrants that it has not employed or retained a company or person, other than a bonafide employee or sub bidder, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making a contract with JAXPORT.

1.14 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. JAXPORT reserves the right to waive any non-conformance or irregularities of bids, or to reject any or all bids, in whole or in part, whenever such non-conformance or irregularities are minor and such action is deemed to be in the best interest of JAXPORT.

In this regard, JAXPORT reserves the right to reject any and all bids, in whole or in part, and to waive any non-conformance or any other irregularities received in said bid, to reject any and all bids and to accept the bid which in its judgment will be in the best interest of JAXPORT.

1.15 PUBLIC ENTITY CRIME

Pursuant to Chapter 287 of the Florida Statutes, Bidders are required to complete and submit with their bids a Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes. **Form PEC is provided as “Exhibit B”** for that purpose and must be included with the bid form at the time bids are submitted.

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- Submitting a bid on a contract to provide any goods or services to a public entity;
- Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting bids on leases of real property to a public entity;
- Being awarded or performing work as a Bidder, supplier, sub Bidder, or Bidder under a contract with any public entity; and
- Transacting business with any public entity in excess of Category Two threshold amount (\$35,000) provided in section 287.017 of the Florida Statutes.

1.16 DISCRIMINATORY VENDOR LIST

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

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

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

1.17 BIDDERS REPRESENTATION AND AUTHORIZATION

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

- The Bidder is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the bid documents, the Bidder, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Bidder has not, within the last five (5) years, had a delinquent obligation to the State or any other governmental authority, including a claim for liquidated damages under any other contract.
- The bid submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Bidder or potential Bidder, nor they will not be disclosed before the solicitation proposal opening.

- The Bidder has fully informed JAXPORT in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- The product(s) offered by the Bidder will conform to the specifications without exception.
- The Bidder has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Bidder, the Bidder agrees that it intends to be legally bound to the Contract that is formed with the JAXPORT.
- The Bidder has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The Bidder shall indemnify, defend, and hold harmless JAXPORT and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its proposal.
- All information provided by, and representations made by, the Bidder are material and important and will be relied upon by JAXPORT in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from JAXPORT of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.
- That the Bidder has carefully examined the Scope of Services and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the services needed for the performance of the work, the general and local conditions, all difficulties to be encountered, and all other items which in any way affect the work or its performance.
- That the Bidder is in full compliance with all Federal, State, and local laws and regulations and shall fully comply with the same during the entire term of the contract.

1.18 E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

Bidders are required to complete and submit with their bids an E-Verify Acknowledgement and Acceptance Form. **Form is provided as "Exhibit C"**. The successful bidder agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the term of this contract. Successful bidders must include in all subcontracts the requirement that subcontractors performing work or providing goods and services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The successful bidder further agrees to maintain records of its participation and compliance and its subcontractor's participation and compliance with the provisions of the E-Verify program, and to make such records available to JAXPORT upon request. Failure to comply with this requirement will be considered a material breach of the contract.

1.19 NON-DISCRIMINATION PROVISIONS

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

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

1.20 PUBLIC MEETING REQUIREMENTS

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

1.21 PUBLIC RECORDS

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

- (a) Keep and maintain public records required by the JPA to perform the services; and
- (b) Upon request from the JPA's custodian of public records, provide the JPA with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to the JPA; and
- (d) Upon completion of this Contract, transfer to the JPA at no cost all public records in possession of Contractor or keep and maintain public records required by the JPA to perform the service. If Contractor transfers all public records to the JPA upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the JPA upon request from either JPA's custodian of public records in a format that is compatible with the JPA's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE JPA'S CUSTODIAN OF PUBLIC RECORDS AT (904) 357-3091 public.records@jaxport.com; JACKSONVILLE PORT AUTHORITY, PUBLIC RECORDS REQUEST, 2831 TALLEYRAND AVENUE, JACKSONVILLE, FLORIDA 32206.

1.22 PROTEST PROCEDURES

Respondents shall file any protest regarding this ITB in writing, in accordance with JAXPORT's Protest Procedures promulgated on SOP-1215 Procurement Code for the Jacksonville Port Authority, available at <https://www.jaxport.com/procurement>

1.23 EX-PARTE COMMUNICATION PROHIBITED

JAXPORT believes that any ex-parte communication concerning the solicitation, evaluation, and selection process denies all firms submitting bids fair, open, and impartial consideration. Adherence to procedures which ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement of professional services. Therefore, during the solicitation, evaluation, and selection process, any ex-parte communication between a firm, its employees, agents, or representatives; and JAXPORT, its members, employees, agents, legal counsel, or representatives; other than JAXPORT's designated representative identified herein, is strictly prohibited. Failure to observe this requirement shall result in rejection of a firm's bid. For purposes of this section, the term "ex-parte communication" shall mean any oral or written communication relative to this

solicitation, evaluation, and selection process, which occurs outside of an advertised public meeting, pursuant to Section 285.011, Florida Statutes.

This requirement shall not prohibit:

- A. Meetings called or requested by JAXPORT and attended by Bidders/Firms for the purpose of discussing this solicitation, evaluation, and selection process, including, but not limited to, substantive aspects of this ITB;
- B. The addressing of any elected or appointed governing authority of JAXPORT at public meetings advertised and conducted pursuant to, and in compliance with, Section 285.011, Florida Statutes;
- C. The filing and prosecution of a written protest to any bid award to be made pursuant to this solicitation, evaluation, and selection process, which filing and prosecution shall give notice to all firms. Protest proceedings shall be limited to open public meetings with no ex-parte communication outside those meetings.
- D. Contacts with appointed or elected officials of JAXPORT.

1.24 EXECUTION OF THE CONTRACT

Within twenty (20) days after Notice of Award, the successful Bidder will furnish the required certificates of insurance and any other requirements and enter into a formal agreement with JAXPORT. Failure to execute the Agreement as provided in these documents within twenty (20) days from the date of Notice of Award may be just cause, unless such failure has been caused by JAXPORT, for JAXPORT to annul and void the award. Award may then be made to another Bidder, or the contract may be re-advertised, as in the best interest of both entities. No award will be binding upon JAXPORT until the agreement has been executed by all appropriate parties.

1.25 ARTICLE/SECTION HEADINGS

Article or Section headings offering herein are inserted for convenience only, or reference only, and will in no way be construed to be interpretation of the text of this ITB.

1.26 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the Contract, the provisions of JAXPORT'S Invitation to Bid, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) Amendments to Contract; 2) Contract No. **25-09R**; 3) Addenda to Bid; 4) JAXPORT'S Invitation to Bid No. **25-09R**; and 5) Bidder's Bid.

1.27 VENUE

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

1.28 ENTIRE AGREEMENT

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

1.29 TAX EXEMPT

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

ARTICLE II GENERAL CONDITIONS

2.01 DEFINITIONS

JAXPORT - The Jacksonville Port Authority.

SEB - Small and Emerging Business Enterprises.

BIDDER - Any individual, firm or corporation submitting a bid for the work contemplated.

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

CONTRACT - The Contract consists of the document labeled "Specifications for **CHAIN LINK FENCE INSTALLATION, MAINTENANCE & REPAIR SERVICES (RE-BID)** for the Jacksonville Port Authority", **ITB 25-09R** and any Addendum issued before the execution of the Contract; Bidder's bid; and any Modification issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both Parties. The order of precedence of contract documents will be as specified in Article 1.26.

CONTRACTING OFFICER - Designated JAXPORT individual who provides JAXPORT Inspector(s) with Contract information and monitors the administration of the Contract to ensure compliance with terms by both JAXPORT and the Bidder. The Contracting Officer is the only individual authorized to make Contract modifications. The Contracting Officer will be the Director of Procurement Services.

BIDDER - Any individual, firm or corporation entering into a Contract to perform the Scope of Work for JAXPORT.

BIDDER'S REPRESENTATIVE(S) - Individual(s) designated in writing by the Contractor at the time of Contract award as the only individual(s) authorized to act for the Contractor in all matters, including changes to Contract terms and to make estimates for repairs.

2.02 SCOPE OF SERVICES

The work to be provided under this Contract is specified in Article IV, Scope of Work, with work to be provided as specified. JAXPORT, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated commission. Changes in the work and the contract fees may only be changed by prior written agreement executed by the parties with proper authorization to do so. This Contract only applies to repair and replacement of existing fence, gates, hardware, etc. and installation of new fence, gates, hardware, etc. (that does not exceed \$25,000.00 in total). It is anticipated that JAXPORT will spend approximately \$100,000 per year for installation, maintenance and repair services. This figure is only estimated and should not be construed as representing actual figures under this ITB.

2.03 TERM OF CONTRACT

The term of the agreement for these services is intended to be for an **initial period of three (3) years, with two (2) additional, one (1) year renewal options** made at the sole discretion of JAXPORT. JAXPORT will award this contract to one (1) Bidder, who will be the designated Prime Bidder and who will be the single point of contact and will be fully responsible for providing **CHAIN LINK FENCE INSTALLATION, MAINTENANCE & REPAIR SERVICES (RE-BID)** at JAXPORT.

2.04 AWARD OF CONTRACT

JAXPORT intends to award a Contract to the Bidder offering the lowest price consistent with meeting all specifications, terms and conditions set forth on the ITB. No award will be made until all necessary inquiries have been made into the responsibility of the low bidder, and JAXPORT is satisfied that the low bidder is qualified to do the work and has the necessary organization, capital and equipment to provide these services under the terms of the contract.

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

Bids will be evaluated based on prices submitted on the Bid Form and on evaluation of the responsible mandatory and other requirements listed in Article IV. The Bidder must clearly and directly address each of these requirements. JAXPORT is not required to contact a Bidder to obtain additional information to evaluate the Bid.

2.05 ESCALATION / DE-ESCALATION

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

2.06 CERTIFICATION/BIDDER QUALIFICATIONS

Bidder must be a qualified and licensed Firm and have current experience in providing the types of professional services required under this Invitation to Bid (ITB). The Bidder must become fully aware of the technical specifications, failure to do so will not relieve a successful Bidder of its obligation to provide JAXPORT'S requirements for the contract at the price submitted and in accordance with all specifications, terms, conditions and the delivery stated on this ITB.

2.07 PAYMENT

A. All invoices will reference the Contract No. **25-09R**. An original and one copy will be emailed to:

Accounts.payable@jaxport.com

or mailed to:

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

B. Invoices will be processed following normal JAXPORT payment procedures, which are **thirty (30) days net after receipt of an approved invoice**. Special or early payments will not be authorized.

2.08 RESPONSIBILITIES OF THE BIDDER

- A. An optional post award conference will be scheduled after the Contract is awarded when the Bidder will furnish the certificates of insurance, copies of licenses and other items required by JAXPORT.
- B. The Bidder will provide services as described in the Contract upon receipt of Notification of Award issued by JAXPORT.
- C. The Bidder is responsible for service quality, timely delivery and responsiveness as listed in Article IV – Scope of Work.
- D. The Bidder will remain liable for all damages to, or incurred by, JAXPORT caused by the Bidder's negligent performance of any of the services furnished under this Contract.
- E. The Bidder represents that it is an independent Bidder and not an employee of JAXPORT, nor are any of Bidder's employees performing services in furtherance of this Contract to be considered employees of JAXPORT. The Bidder 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 Bidder will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Bidder.

- F. The Bidder will designate in writing a qualified person(s) to act as its designated representative. The Bidder's Representatives(s) will have authority to act for the Bidder in all matters covered by this Contract.
- G. The Bidder will notify JAXPORT Contact in writing, prior to affecting a personnel change concerning the professional personnel assigned to the Contract. JAXPORT will have the right to reject any personnel assigned to perform work under this Contract.
- H. All personnel employed by the Bidder will be competent, trustworthy and properly trained. The Bidder and its employees will be required to comply with all the applicable regulations of JAXPORT.

2.09 RESPONSIBILITIES OF JAXPORT

- A. At the post award conference, JAXPORT will provide a list of personnel, with phone numbers, who are designated as JAXPORT representatives.
- B. JAXPORT will promptly notify the Bidder, or its designated representative(s), of any problem encountered during the Contract term and will arrange for a meeting to resolve issues.
- C. JAXPORT will provide timely processing of Bidder's invoices, if all the terms of the Contract have been met. In cases where Contract procedures were not followed, every attempt will be made to reach an agreement acceptable to both parties, but JAXPORT will not be liable for costs billed by the Bidder in violation of Contract terms.

2.10 INDEMNIFICATION

Any Contract resulting from this Invitation to Bid will include the following provisions:

To the fullest extent permitted by law, the Bidder agrees to indemnify, defend and hold harmless JAXPORT, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Bidder's work or services under this Invitation to Bid; 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 Bidder, Bidder's Subcontractor(s) or anyone directly or indirectly employed or hired by Bidder, or anyone for whose acts Bidder may be liable. JAXPORT reserves the right, but not the obligation, to participate in defense without relieving Bidder of any obligation hereunder.

2.11 INSURANCE

Prior to commencing Work, Contractor shall furnish Owner with Certificates of Insurance (COI), and copies of required Endorsements and Forms, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

Additional Insured Endorsement must be submitted with COI document.

Owner shall be included as an additional insured under the Commercial General Liability (CGL) policy for on-going and completed operations.

Primary & Non-Contributory Endorsement must be submitted with COI document.

Contractors CGL coverage must be Primary and Non-Contributory.

Waiver of Subrogation is required for Workers Compensation, CGL, and Auto Liability.

Waiver of Subrogation Form must be submitted with COI document.

1. WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

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

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

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

2. COMMERCIAL GENERAL LIABILITY (CGL)

Commercial General Liability Policy with the following minimum limits:

- \$500,000 (Each Occurrence)
- \$500,000 (General Aggregate)
- \$500,000 (Products Completed & On-going Operations)
- \$500,000 (Bodily injury and Property Damage)
- \$500,000 (Personal and Advertising Injury)

3. BUSINESS AUTO POLICY

- \$500,000 (Minimum)

Per accident for bodily injury and property damage. Maximum deductible or self-insured retention in an amount not exceeding \$10,000. Any deductible or self-insurance retention should be indicated on the Bidder's COI document.

- Covering any auto (code 1);
- If no owned autos, hired (Code 8) and Non-owned autos (Code 9)

4. UMBRELLA LIABILITY (if CGL limits are less than Required Limits)

Minimum underlying coverages shall include Commercial General Liability, Automobile liability and Contractors Pollution Liability.

5. CONTRACTORS LIABILITY

\$500,000 per Occurrence; \$500,000 Aggregate

Contractor shall obtain Contractors Liability coverage for damage to property or structures.

Prior to commencement of services, the Proposer / Consultant shall provide to JPA a certificate or certificates of insurance, signed by an authorized representative of the insurer(s) evidencing the insurance coverage specified in the foregoing Articles and Sections. The required certificates shall not only name the types of policies provided, but shall also refer specifically to this Agreement and Article, and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is provided as required by such paragraphs of this Agreement.

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

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

Failure of Contractor to maintain the required insurance shall constitute a default under this Agreement and, at Owner's option, shall allow Owner to terminate this Agreement.

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

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

If the Contractor/Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor/consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

2.12 SECURITY IMPLEMENTATION PROCEDURE

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

Transportation Worker Identification Credential (TWIC)

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

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

TWIC: Universal Enrollment Centers

The Jacksonville Universal Enrollment Center is located at: 2121 Corporate Square Blvd. Building A, Suite 165, Jacksonville, FL 32216. The office hours are Monday-Friday: 09:00 AM –11:00AM / 12:00PM- 6:00 PM, For general information you can call the TWIC Call Center at 1-855-347-8371, Monday-Friday, 8 a.m. to 10 p.m. Eastern Time.

JAXPORT Business Purpose Credential

In addition to the TWIC, JAXPORT requires a JAXPORT Business Purpose Credential to be issued and registered at JAXPORT's Access Control Center located at the 9620 Dave Rawls Blvd. Jacksonville Fl. 32226 (Brick Building next to the Main Gate concourse). Hours of operation are Monday-Friday 7:30AM-4:30PM. The JAXPORT Business Purpose Credential is issued at no cost but expires at the end of the contract provisions.

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

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

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

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

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

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

TWIC Escort Provisions

To ensure contractors can begin work after they receive a Notice to Proceed, JAXPORT will allow prime contractors to have dedicated employee TWIC Escort(s) to handle those contractor employees who have not yet received their TWIC. Escorted employees must have a TWIC receipt validated by Access Control to receive a temporary JAXPORT Business Purpose credential.

Contractor deliveries from -TWIC vendors may be escorted by JAXPORT approved Prime Contractor escorts. The prime contractor will be required to submit a request for TWIC Escort privileges to accesscontrol@jaxport.com. Once approved, the contractor's employee(s) will attend a JAXPORT provided MTSA TWIC Escort Class in addition to the standard MTSA 33 CFR 105.215 Security Class at a combined cost of \$55.00. **These authorized individual(s) must have no collateral duties that will separate the escort from the escorted visitor while serving as escort.** Note - Limitations to the number of TWIC Escort authorizations will be set by the JAXPORT Public Safety Department. Truck drivers, vendors, labor may not conduct escorts.

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

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

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

The Prime Contractor assumes full liability for the escorted person(s) while on JAXPORT property. The person under escort must have a continuous side by side escort in a secure-restricted area. Federally (USCG / TSA) imposed fines and or consequential damages resulting from a failed TWIC Escort by the Prime or Sub-contractor will be the responsibility of the JAXPORT Prime Contractor regardless of whether it is a direct employee. Escort by the Prime or Sub-contractor will be on a 1 to 3 ratio.

Federal regulation definition: 33.CFR 101.105

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

JAXPORT TWIC ESCORTS

JAXPORT may provide TWIC escorts at Tariff rate with advanced notice (Minimum 24 hours).

After review of the Contractors operation; JAXPORT will decide the number of escorts required to meet the federal regulation ratios of TWIC escort per non-TWIC worker. This will be based on operational requirements. JAXPORT Escorts will be no more than a 1 to 3 ratio.

JAXPORT TWIC Escort Tariff Fees are published in JAXPORT's Tariff Schedule. Current rates are: **Mon.-Fri. 7:00 a.m. until 6:00 p.m.** Subject to two hour minimum \$200.00 first two hours; \$125.00 each additional two-hour block thereafter.

After 6:00 p.m. until 7:00 a.m. weekends, holidays Subject to two hours minimum \$250.00; \$250.00 each additional two-hour block thereafter.

Examples:

1. One TWIC Escort for an 8-hour day is \$500.00 (= 4 TWIC Credentials)
2. One TWIC Escort for 1 5-day work week is \$2500.00 (= 20 TWIC Credentials)

NOTE:

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

2.13 PERMITS AND LICENSES

All licenses necessary to carry out the delivery will be secured and paid for by the Bidder and remain in effect throughout the duration of the Contract.

2.14 PERFORMANCE BOND REQUIREMENT

Payment and performance bonds will be required for any individual work order where the construction value is greater than \$100,000.

2.15 TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the successful Bidder/Firm, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, JAXPORT shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful Bidder of such termination which shall become effective upon receipt by the successful Bidder of the written termination notice.

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

Notwithstanding the above, the successful Bidder shall not be relieved of liability to JAXPORT for damages sustained by JAXPORT by virtue of any breach of the Agreement by the Bidder, and JAXPORT may reasonably withhold payments to the successful Bidder for the purposes of set off until such time as the exact amount of damages due to JAXPORT from the successful Bidder is determined.

2.16 TERMINATION FOR CONVENIENCE

JAXPORT may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful Bidder of such termination, which shall become effective one hundred twenty (120) days following receipt by Bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to JAXPORT. If the Agreement is terminated by JAXPORT as provided in this section, JAXPORT shall compensate the successful Bidder in accordance with the Agreement for all services actually performed by the successful Bidder and reasonable direct costs of successful Bidder for assembling and delivering to JAXPORT all documents. No compensation shall be due to the successful Bidder for any profits that the successful Bidder expected to earn on the balance of the Agreement. Such payments shall be the total extent of JAXPORT's liability to the successful Bidder upon a termination as provided for in this section.

2.17 ASSIGNMENT

Due to the additional administrative burden placed on JAXPORT, the Bidder will not assign or otherwise transfer its rights under the Contract, without the express written consent of JAXPORT.

2.18 SUBCONTRACTORS

The Contractor will, as soon as practicable after signing the Contract, notify JAXPORT in writing of the names of any subcontractors proposed for the work. No subcontractors will be employed until they are approved in writing by JAXPORT. The Contractor is as fully responsible to JAXPORT for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor. Nothing contained in the Contract Documents creates any contractual relation between any subcontractors and JAXPORT.

2.19 FORCE MAJEURE

- A. Performance of this ITB by both JAXPORT and the Bidder will be pursued with due diligence in all requirements hereof; however, neither JAXPORT nor the Bidder will be considered in default in the performance of its obligations under this ITB to the extent that such performance is prevented or delayed by causes not within the control of either Party and not foreseeable or, if foreseeable cannot be avoided by the exercise of reasonable care, including, but not limited to, acts of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; riot; insurrection; inability to secure approval, validation or sale of bonds; inability to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; pandemics; endemics; fires; floods; strikes; lockouts; or collective bargaining. Upon any delay resulting from such cause the time for performance of each Party hereunder (including the payment of monies if such event prevents payment) will be extended for a period necessary to overcome the effect of such delays.
- B. In case of any delay or nonperformance caused by the above causes, the Party effected will promptly notify the other in writing of the nature, cause, date of commencement and the anticipated extent of such delay, and will indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be affected by that.

2.20 NON-WAIVER

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

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ARTICLE IV SCOPE OF WORK

4.01 GENERAL OVERVIEW

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

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

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

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

JAXPORT's three marine terminals handled more than 10 million tons of cargo in 2024, including 1.3 million TEUs (containers) – making Jacksonville the largest container handling port in Florida – and 500,000+ vehicles, ensuring JAXPORT's ranking as one of the top vehicle ports in the U.S.

JAXPORT features 22 container cranes, warehousing, Foreign Trade Zone status and intermodal connections enhanced through its two container rail yards. To help speed goods to market, shippers can take advantage of Jacksonville's location at the crossroads of three major railroads (CSX, Norfolk Southern and Florida East Coast Railway) and three interstate highways (I-95, I-10, and I-75).

Cargo activity through the Port of Jacksonville generates 206,000+ jobs in Florida and supports \$33 billion in annual economic output for the region and state.

JAXPORT's Vision

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

JAXPORT's Mission

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

PART 1 - SCOPE

4.02 SCOPE OF WORK

Furnish all supervision, labor, materials and necessary equipment to professionally Install, Maintain and Repair 8-foot high, 9-gauge, galvanized Chain Link Fence with three strands of barbwire, 9-gauge top and bottom tension wire, post caps, line posts, end posts, gate posts, and barb wire lightning protection per attached specifications and requirements. All work must conform to all applicable City and County Codes.

All maintenance done and repairs will include a written report of inspection, completed on standard industry forms, with one copy given to the designated JAXPORT inspector before payment will be authorized for work done. For any inspections that result in a report of unsafe condition that needs immediate attention to protect JAXPORT property or personnel, an additional copy will be forwarded immediately to the JAXPORT Risk Manager, via the JAXPORT Contract Officer. This Contract only applies to repair and replacement of existing fence, gates, hardware, etc. and installation of new fence, gates, hardware, etc. (that does not exceed \$25,000.00 in total); purchase or installation of new equipment may be awarded to other Contractors, and thereafter will be covered under this contract.

4.03 CERTIFICATION/CONTRACTOR QUALIFICATIONS

Proposer must be a qualified and licensed Contractor and have current experience in providing the types of services required under this contract. All journeyman and service repairmen working under this contract must have current State of Florida certificate of competency, and licensed in the City of Jacksonville and Duval County Florida. **Evidence of certification must be presented at the time of proposal opening and if not contained with the proposal forms, the proposal may be rejected.**

4.04 RESPONSE TIME

The Contractor will respond within one (1) hour of the time service call is placed to the Contractor's designated phone number and will dispatch a Service Technician within two (2) hours of the time the service call is placed. Failure to do so may result in termination of the contract due to non-performance, unless a designated JAXPORT Inspector has waived the requirement due to extenuating circumstances. JAXPORT reserves the right to call another vendor if the awarded vendor fails to respond timely.

4.05 DOCUMENTATION/APPROVAL OF WORK

All payments for labor and material will be based upon a service/repair order detailing the work completed, material used and hours worked. The service/repair order will be furnished by the Contractor, will include the exact hours of service and will be signed/approved by JAXPORT Inspector upon commencement and completion of the job and at the start and end of each workday for multi-day work. **One copy of the approved service/repair order will be left with JAXPORT Inspector at the time of approval and a priced invoice will be given within ten (10) days after completion of the job.** All final invoicing will be based upon and include copies of the signed service/repair order for each service call or work period and will reference the **Contract No. 25-09R**.

4.06 CONTRACTOR TO BE RESPONSIBLE FOR PROPERTY

The Contractor will be responsible for any damage or loss (including theft) of property of JAXPORT, or its tenants, caused by the Contractor's employees.

4.07 EQUIPMENT RENTAL

Costs for equipment rentals by the Contractor must be approved by JAXPORT Inspector prior to rental. For equipment picked up and brought to the job site by the Contractor, a markup of 10% of the invoice (excluding sales tax) will be allowed. **No markup will be allowed on equipment delivered or picked up from the job site by the rental company. No equipment rental will be reimbursed unless the JAXPORT inspector has approved the rental in advance.** JAXPORT reserves the right to either provide JAXPORT equipment or to obtain the equipment itself.

4.08 SUB-CONTRACTORS

All subcontractor costs will be limited to 5% mark-up per tier, with a maximum of 10% regardless of the number of tiers.

4.09 HOURS OF SERVICE AND OVERTIME

Straight time will be between 8:00 a.m. and 5:00 p.m. Monday through Friday. Overtime rates will apply after 5:00 p.m. Monday through Friday and all weekends including these holidays: New Years, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving and Christmas. JAXPORT Inspector will advise the Contractor at the time the service call is placed whether overtime will be authorized.

4.10 JAXPORT RIGHT TO MAKE REPAIRS

JAXPORT retains the right to make repairs to equipment as it determines is in its best interest. This will include repairs performed by JAXPORT employees or by other Contractors.

PART 2 – GENERAL

4.11 ADDITIONAL REQUIREMENTS

- A. JAXPORT Operations may require work in the different areas to be performed after normal business hours or over a weekend in order to reduce impact to JAXPORT or tenant's operations.

4.12 SUBMITTALS

- A. Product Data
- B. Catalog Cuts: Provide catalog cuts with specifications for fabric, wire and gates.

4.13 QUALITY ASSURANCE

- A. Manufacturer Experience: five (5) years' experience manufacturing chain link fence components.
- B. Installer Experience: five (5) years' experience installing components.
- C. Materials Source: Obtain link fence, gates fittings, fasteners, and accessories from single source.

4.14 DELIVERY, STORAGE AND HANDLING

- A. Delivery: Deliver materials to Project site with manufacturer's tags and labels intact.
- B. Storage: Keep fabric material rolled until ready for installation.
- C. Handling: Prevent damage during loading and unloading of components.

4.15 PROJECTION CONDITIONS

- A. Alignment: Verify fence alignment and grade conditions with the Jacksonville Port Authority Representative.
- B. Low Area Crossings: Close areas when fence fabric crosses depression or ditch.

4.16 WARRANTY

- A. Fabric and Posts: Provide manufacturer's standard warranty covering fence fabric, posts, and gates against failure and rust from normal use for a period of 5 years from date of installation.
- B. Gates: Provide manufacturers' standard warranty covering gates and wheel assembly for five (5) years from date of installation. Failure is defined as defects in manufacturing that prevents gate from operating in normal manner.
- C. For each installation, provide one (1) year labor and workmanship warranty.

4.17 COORDINATION OF WORK

Contractor shall be solely responsible for coordinating all work to be performed under this project with the designated JAXPORT representative.

4.18 CONTRACTOR'S QUALIFICATIONS

Contractor shall have a minimum of seven (7) years' experience in performing fencing jobs similar in size and complexity.

4.19 CONTRACTOR'S WORK HOURS

All normal work for this contract shall be performed during normal daylight hours. Any exceptions will require the written approval of the Facilities Maintenance Planner. If work is required overnight the Contractor will be required to furnish safe, proper and sufficient lighting arrangements. Work may be required on weekends to avoid interruptions in JAXPORT's day-to-day work activities.

4.20 SUPERVISION AND LABOR

The Contractor shall provide a competent supervisor satisfactory to JAXPORT, authorized to act for the Contractor. The Contractor shall promptly remove from the work site and JAXPORT premises any supervisor or employee whose work or conduct is not satisfactory to JAXPORT. The Contractor's supervisor shall be on the premises at all times during working hours and in charge of the work on behalf of the Contractor. The Contractor shall enforce strict discipline and good order among the Contractor's employees. The Contractor shall exercise the necessary supervision and control to prevent Contractor's employees from violating any rules and regulations.

4.21 SITE ACCESS ON JAXPORT PROPERTY

Access to the site shall be across properties owned by JAXPORT. **SEE ARTICLE II, GENERAL CONDITIONS, ITEM 2.13 SECURITY IMPLEMENTATION PROCEDURES.**

4.22 CONTRACTOR CARE, CUSTODY AND CONTROL

Upon commencement of work, Contractor shall be fully responsible for the care, custody, and control of the site until the work has been completed.

During the period of Contractor's work, the Contractor shall protect JAXPORT property and secure the site from all potential hazards.

4.23 SAFETY

The successful Contractor agrees to adhere to and enforce all applicable local, state, federal and OSHA safety regulations.

Contractor shall provide safety barriers, as required, to clearly identify the working area to prevent others from accessing the work area. This safety zone shall be sufficiently sized to prevent damage to others or existing facilities and structures.

Upon completion of the work, Contractor shall remove the safety barriers from the work area.

Any accidents, injuries, fires or other incidents of a serious nature or incidents requiring emergency response must be reported immediately to JAXPORT Risk Specialist at (904) 357-3083.

All employees must wear safety equipment at all times (i.e. vests with Company's identification, gloves, hard hats, etc.).

4.24 CERTIFICATION OF LINES AND DIMENSIONS

Care shall be taken to protect any existing survey markers. If such markers are destroyed, it shall be the responsibility of the contractor to have markers reestablished.

4.25 ENVIRONMENT PROTECTION

The Contractor shall protect river, canals, and drainage ditches from chemical contamination, sediment run-off, construction debris, and other damage. If material, equipment, or debris is sunk in river or canal, mark location to warn traffic, notify the Facilities Maintenance Planner, and promptly recover sunken object. Soil erosion and sediment control provisions and maintenance in accordance with local, state, and federal requirements will be required.

In case of a spill or release of any sort, Contractor shall immediately notify JAXPORT's Risk Specialist at (904) 357-3083.

4.26 DEBRIS

Do not permit debris or unsalvageable material resulting from demolition operations to accumulate on the site. Remove debris as rapidly as it accumulates. Do not dispose of debris in waterways. Provide for off-site disposal areas.

4.27 MAINTAINING TRAFFIC

Accomplish Work with minimum interference to pedestrian, vehicular, and rail traffic on-site and on adjacent streets and highways and marine traffic in waterways.

4.28 UNDERGROUND UTILITIES

Call for location of underground utilities **before you dig (1-800-282-7411)**.

Concealed lines for such utilities as water, sewer, lighting, steam, air sanitary waste, gas, etc., which may be uncovered during progress of the work and which are essential for JAXPORT services and functions shall be adequately protected until such utility line or lines are temporarily or permanently rerouted, as directed by JAXPORT in order to prevent any interruption of required services.

Contractor shall inform JAXPORT immediately if such situations were to occur.

When the need for temporary protection no longer exists, and JAXPORT approves, Contractor shall remove all protective devices for the project site.

Existing warehouses and surrounding areas will be in daily use by JAXPORT Operations and will remain so during the work. Contractor shall not interfere with JAXPORT's use of the existing facilities.

Contractor shall not enter any of JAXPORT warehouses or buildings without authorization from the Maintenance Facilities Planner.

Unless otherwise approved by JAXPORT, Contractor shall confine activities to the immediate work project site.

Contractor shall not unreasonably encumber the work area with materials or equipment.

PART 3 - PRODUCTS

4.29 MATERIALS

A. Posts and Hardware

1. Aluminized: ASTM A 491, 0.40 ounces per square foot minimum.
2. Zinc-Aluminum Alloy: ASTM F 1345, zinc-5% aluminum-mischmetal alloy, Oass 2, 1.0 ounces per square foot minimum.

B. Fence Fabric: ASTM A 392 (All Security internal/external perimeter fencing must meet F.S. 311.12 Seaport Security Standards.

1. Height: 8 feet
2. Mesh Size: 2 inch, helically wound and woven
3. Wire Gauge: 9 gauge
4. Selvage: Fabric 6 Feet and Higher: Twisted and barbed top and bottom

C. Fence Framing Materials:

1. Type I Pipe:
2. Steel Pipe: ASTM F 1083, Schedule 40.
3. Coating: ASTM F 1083, 1.8 ounce per square foot zinc-coated (galvanized) steel.

D. Rails and Braces:

	Type I Round	Type II Round
Outside Diameter (inches)	1.660	1.660
Wall Thickness (inches)	0.140	0.111
Weight (lb. ft)	2.27	1.83

E. Posts:**1. Terminal Posts (Including End, Corner, and Full Posts):**

	Fabric Height			
	6' or Less		Over 6'	
	Type I Round	Type II Round	Type I Round	Type II Round
Outside Diameter (inches)	2.375	2.375	2.875	2.875
Wall Thickness (inches)	0.154	0.130	0.203	0.160
Weight (lb. ft.)	3.65	3.117	9.11	6.56

2. Line Posts:

	Fabric Height					
	6' or Less		Over 6' to 8'		Over 8'	
	Type I Round	Type II Round	Type I Round	Type II Round	Type I Round	Type II Round
Outside Diameter (inches)	1.900	1.900	2.375	2.375	2.875	2.875
Wall Thickness (inches)	0.145	1.120	0.154	0.130	0.203	0.160
Weight (lb. ft.)	2.72	2.281	3.65	3.117	5.79	4.65

3. Swing Gate Posts:

	Gate Leaf Single Swing			
	6' or Less	6' to 12'	12' to 19'	19' to 23'
Outside Diameter (inches)	2.875	4.00	6.625	8.625
Weight (lb. ft.)	5.79	9.11	18.97	28.55

4. Cantilever Slide Gate Posts:

	Gate Opening	
	Less Than 31'	31' and Over
Number of Posts	1 Pair (2)	2 Pair (4)
Outside Diameter (inches)	4.0	4.00
Weight (lb. ft.)	9.11	9.11

4.30 MISCELLANEOUS FITTINGS AND HARDWARE

- A. General: ASTM F 626; provide items to complete fence system.
- B. Post Tops and Caps: Steel, cast iron, or aluminum alloy. Provide one (1) cap for each end and gate post. Provide provisions for barbed wire.
- C. Bottom Rail and Brace Rail Ends: ASTM F 626, steel or cast iron, suitable for connection to terminal post.
- D. Tension Wire: Steel, 7 gauge.

E. Tension/Stretcher Bars and Stretcher Bar Bands:

1. Bars: Steel 1 piece, 3/16" x 3/4" minimum, full height of fabric minus 2 inches.
2. Bands: Steel, suitable to connect to post.

F. Truss Rods: Steel rods, 5/16-inch diameter.

G. Barbed Wire Systems:

1. Support Arms:
 - a. Pressed steel, suitable for attaching 3 rows of barbed wire.
 - b. Arms to withstand 250 lbs. downward pull at outermost end without failure.
 - c. Provide intermediate arms with holes for top rail.
 - d. Provide 45-degree outward 3 strands, single arm.
2. Wire: Steel, 12 1/2 gauge twisted, 2 strands twisted, with 4-point barbs, 3-inch centers

H. Wire Ties: Steel, 9 gauge.

4.31 SWING GATES

- A. Standard: ASTM F 900, 1-piece unit.
- B. Material: Steel or aluminum.
- C. Shape: 1.9-inch O.D. pipe or 2" x 2" tubing, minimum. Design structurally to support weight of gate without warping or sagging.
- D. Bracing: Provide internal bracing for rigidity. Use same material as frame. Join frame by continuous welding.
- E. Fabric: Match height and type as fence.
- F. Latch: Double latch with drop rod, plunger, and gate stop, suitable for padlock.
- G. Keeper: Steel, mechanical locking device.
- H. Barbed Wire: Match fence.
- I. Miscellaneous: Do not use gate frame as rotating hinge element. Furnish gates complete with necessary fittings and hardware, and hinges permitting 180° swing.

4.31 GATE OPERATIONS

Gate manually operated.

4.32 FENCE SYSTEM FOUNDATIONS

- A. Cement: American Portland, ASTM C 150, Type 1.
- B. Aggregate:
 1. Fine Aggregate: Natural sand meeting ASIM C 33.
 2. Coarse Aggregate: Clean, crushed stone or gravel, ASIM C 33, gradation No. 67.
- C. Water: Potable.
- D. Concrete Strength: 3,000 psi at 28 days, minimum.

PART 4 - EXECUTION

4.33 EXAMINATION

- A. Verify areas to receive fencing are completed to final grades and elevations.
- B. Ensure property line and legal boundaries of work are clearly established.
- C. The centerline of each gate location shall also be marked by the contractor in the field. The Construction Manager and a representative of the Port's Security force shall walk the line with the Contractor and shall make such adjustments to the alignment as necessary to traverse around obstructions that must remain. After the alignment has been confirmed, the Contractor shall remove all trees, shrubs, and vegetation located within 10' on the exterior side of the fence and within 10' on the interior side of the fence. All trees, shrubs and vegetation shall be removed, so that they protrude no more than 2 inches above the ground surface.

4.34 PREPARATORY WORK

- A. Prior to erection of fence, clear surface irregularities.
- B. Provide clearing and grading for fence alignment located through areas not cleared.
- C. Coordinate and obtain approval to remove growing and live trees in conflict with fence alignment.
- D. Relocate fence alignment to clear conflicts as directed.

4.35 INSTALLATION

- A. General: Install chain link fence in accordance with ASTM F 567, manufacturer's recommendations and approved shop drawings.
- B. Posts:
 - 1. Post Distance:
 - a. Line Posts: 10'-0" maximum spacing. Provide line post equally spaced for each section of fence.
 - b. Brace Posts: 500' maximum spacing and at abrupt vertical changes in grade alignment.
 - c. Deflection: Install brace or corner posts where fence line deflects 30 degrees or more.
 - 2. Post Hole Excavation:
 - a. Depth: Min. 36"
 - b. Hole Diameter: 4 times post diameter
 - 3. Plumb: Set post plumb, true to line and grade, allow 6 inches clear between bottom of posthole and bottom of post.
 - 4. Concrete Fill: Place concrete in continuous pour, tamped for consolidation, and crowned to shed water.
 - 5. Concrete Cure: Allow concrete foundations to cure 48 hours before attaching fabric.
 - 6. Bracing: Install horizontal (middle) and diagonal bracing at corner, gate, terminal, brace posts, and abrupt vertical changes in grade.
- C. Fence:
 - 1. Brace Rail and Truss Rod: Install horizontal pipe bracing at mid-height of fence on each side of terminal or intermediate brace posts. Attach with fittings. Install diagonal truss rods.
 - 2. Bottom Rails: Run rail continuously between post fittings, bending to radius for curved runs. Provide expansion couplings as recommended by fencing manufacturer.

3. Top Tension Wire: Install by weaving through fabric and securing to fabric with hog ring or wire clip. Attach hog ring or wire clip to fabric at 24-inch intervals.
 4. Brace Assemblies: Install so posts are plumb when diagonal rod is under proper tension.
 5. Stretcher Bars: Thread through or clamp to fabric 4 inches on center, and secure to posts with metal bands spaced 15 inches on center.
 6. Fabric: Leave no more than 2 inches between finish grade and bottom selvage. Pull fabric taut and tie to posts, rails, and tension wires. Install fabric on outside of fence and anchor to framework so that fabric remains in tension after pulling force is released.
 7. Tie Wires: Use U-shaped wire, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least 2 full turns. Bend ends of wire to minimize hazard to person or clothing.
 8. Barbed Wire: Install 3 parallel wires on each extension arm outboard of protected area at 45-degree angle. Pull wire taut and fasten securely to each extension arm. Secure arm to post.
- D. Low Area Crossings: Close areas when fence fabric crosses depression or ditch with guaranteed 6 x 6 x6 WWF type material and vertical bracing as required.
- E. Gates:
1. Install gates plumb, level, and secure. The gates when closed should leave no more than a 2" gap between top of pavement and top of rail. When installing gates over rails no more than an 8" gap shall exist between the bottom of gates and the crosstie, ballast or sub grade elevation. The contractor shall install additional rock as required to maintain no greater than an 8" gap. The rock shall extend a minimum of 5' on either side of the gate in its closed position. If possible, install fabric and posts to conform to land. When the gate is installed over a roadway and the road shoulders will result in a gap greater than 6" beneath the bottom of the gate, the contractor shall install compacted earth to maintain a gap no greater than 6". The earthen fill shall extend a minimum of 5' on either side of the gate in its closed position.
 2. Attach hardware to prevent unauthorized removal Install nuts and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
 3. Provide full opening without interference.
 4. Install ground-set items in concrete for anchorage as recommended by fence manufacturer.
 5. Adjust hardware for smooth operation and lubricate.
 6. Provide grounding bond strap between gate and fence.
 7. Provide barbed wire arm to match fence.
 8. Locks for gate not provided and installed by this Section.

4.36 UTILITIES

Coordinate Work with various utilities within the project limits. Sunshine 811 coordinates the "Call 811 BEFORE YOU DIG" process between excavators and member utilities in Florida. This will notify applicable utilities prior to commencing work so they mark the approximate location of underground lines, pipes and cables of the construction site. The process takes two full business days (day 1 starts the day after you call). If damage occurs or if conflicts or emergencies arise during Work, direct contacts are listed below:

A. Electric / Water Department Utility

Contact: JEA (HQ), 225 North Pearl Street, Jacksonville, Florida, 32202;
Jonathan Micke at Office: (904) 665-8411; Cell: (904) 521-5798

B. Telephone Company

Contact: AT&T (*formerly Bellsouth*) Service Support: (877) 578-9132
Greg Mathis (last known POC), Office: (904) 751-2963

4.37 SUPPLIER PERFORMANCE/CONTRACT MANAGEMENT

In an effort to improve supplier performance, ensure high quality service and products from suppliers and proactively monitor performance so that JAXPORT'S needs and expectations are being met, JAXPORT is instituting a Supplier Performance Evaluation Program.

Overview

To establish a uniform and simple means of evaluating supplier performance, the Supplier Performance Evaluation program includes the use of a Supplier Evaluation Form. Formally awarded, competitive contracts for services, supplies, equipment, construction, capital projects and construction related professional services shall be evaluated using this form. For informal awarded purchase orders where the end-user of the contract should reasonable foresee that poor supplier performance would create significant business risk for JAXPORT, this program shall also apply.

Objectives

The Supplier Performance Evaluation Form will support JAXPORT'S purchasing goals which include: To obtain the highest quality of goods and services for the smallest outlay of dollars, and to provide a fair and level playing field for all businesses.

The Supplier Performance Evaluation Program is intended to accomplish the following goals:

- Drive suppliers to continuously improve performance
- Provide on-going incentive for suppliers to perform well and penalties for poor performance
- Standardize approach for documenting supplier performance
- Increasingly hold suppliers accountable for their work
- Increase communication with suppliers regarding performance
- Ensure clarity of expectations regarding vendor performance

Contract Quality Evaluator (CQE)

For every contract which JAXPORT enters into, the respective Department's Director will designate an employee to be responsible for the evaluation of the supplier's performance under the contract. This function is called contract quality evaluation and the individual performing the role is the CQE. Functions of the CQE include assisting the supplier in beginning work in an effective manner, inspecting the supplier's work, handling issues resulting from work, approving invoices and evaluating supplier performance.

Frequency of Inspections and Evaluations

Determining inspection and completion of Performance Evaluation Form is an important decision for CQE's. Generally, the higher the risk to JAXPORT, the more frequent and thorough the inspections should be. Where risk of poor performance is low, inspections could be less; however, these should always result in the completion of a Performance Evaluation Form. CQE's should never hesitate to seek guidance from the Director of Procurement or Procurement Staff.

If inspections determine that a supplier is performing poorly, it is critical that the CQE prepare a Performance Evaluation Form documenting such performance in detail and provide the supplier with a copy of such form as soon as possible. The CQE should document results of inspections on the Performance Evaluation Form and the comments should be clear enough so that they may be referred to at a later time without any question as to what they mean. Completed Performance Evaluation Forms should be sent to the attention of the Procurement Director or his/her designee so that a Deficient Performance Letter may be issued to the supplier.

Unacceptable Performance

Actions: The CQE's will notify the Procurement Department via the Performance Evaluation Forms that the supplier's performance has been unacceptable. The Procurement Department will then notify in writing via a deficient performing letter informing the supplier that its performance has been rated as unacceptable. The supplier shall have ten (10) days to respond to the letter and such response shall include specific actions that the supplier will take to bring the supplier's performance up-to an acceptable performance level.

Within thirty (30) days from date of the first unacceptable performance letter, or before the project is scheduled for completion, JAXPORT will notify the supplier in writing as to whether its performance, as determined solely by JAXPORT, is meeting expectations or is continuing to be unacceptable. If the supplier's performance as described in the letter is meeting

expectations, no further remedial action will be required by the supplier, as long as the supplier's performance continues to be acceptable.

If the supplier's performance as described in the first letter continues to be unacceptable, or is inconsistently acceptable then the supplier shall have fifteen (15) days from the second letter to demonstrate solely through its performance of the work, that it has achieved acceptable performance. If the supplier's performance is deemed unacceptable after a third time, JAXPORT will take such actions as it deems appropriate including, but not limited to, terminating the contract for breach, suspending the supplier from bidding on any JAXPORT related solicitations and other remedies available in the Procurement Code and in law. Such action does not relieve the supplier of its obligations under the contract, nor does it preclude an earlier termination.

Top Performance

Actions: When the supplier demonstrates consistent Top Performance for a period of no less than six months, JAXPORT will recognize the supplier, by naming the supplier as a supplier of the quarter. Such recognition will be used in future bid evaluations and due preference will be given.

Disputes

If the supplier wants to dispute the results of Performance Evaluation Forms, the supplier must submit a letter to the Director of Procurement providing supplemental information that it believes the JAXPORT CQE's failed to take into account when preparing the Performance Evaluation Forms. Such letter, along with supplemental information, must be submitted no later than ten (10) days following the supplier's receipt of any notice of unacceptable performance. If the Director of Procurement decides to change the evaluation to acceptable performance, the supplier will be notified and a revised letter of performance will be prepared with a copy issued to the CQE and their respective Director. If the Director of Procurement decides that no change is warranted, the decision of the Director will be final.

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