

INVITATION TO BID

ITB No. 26-09



DUMPSTER RENTALS AND TRASH COLLECTION SERVICES

ITB DUE DATE: WEDNESDAY, SEPTEMBER 23, 2026 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. 26-09

**DUMPSTER RENTALS AND TRASH COLLECTION SERVICES
FOR THE
JACKSONVILLE PORT AUTHORITY**

TABLE OF CONTENTS

ITEM	PAGE NO(S)
GENERAL INFORMATION.....	GI-1
LEGAL NOTICE.....	LN-1
ARTICLE I - Instructions to Bidders.....	A1-1 TO A1-8
ARTICLE II - General Conditions.....	A2-1 TO A2-8
ARTICLE III - Bid Form.....	A3-1 TO A3-5
ARTICLE IV - Scope of Services.....	A4-1 TO A4-5
ATTACHMENT NO. 1 - Trimble (TID) - How to Submit Your Bid Response.....	EBSG-1 TO EBSG-2
ATTACHMENT NO. 2 - Performance Evaluation Form.....	PEF-1 TO PEF-2
ATTACHMENT NO. 3 – Service Locations & Collection Schedule.....	SL&CS-1
EXHIBIT A - Conflict of Interest Certificate.....	COI-1
EXHIBIT B - Sworn Statement of Public Entity Crimes.....	PEC-1 TO PEC-2
EXHIBIT C - E-Verify Acknowledgement.....	E-VERIFY
EXHIBIT D - Owner’s Minimum Project Work Rules.....	PWR-1
EXHIBIT E - Owner’s Project Safety Guidelines.....	PSG-1 TO PSG-2

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 E-Builder Bidding Portal until **2:00 PM (ET), WEDNESDAY, SEPTEMBER 23, 2026**. 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. 26-09

**DUMPSTER RENTALS AND TRASH COLLECTION SERVICES
FOR THE
JACKSONVILLE PORT AUTHORITY**

Bids will be received by the Jacksonville Port Authority (JAXPORT) via Trimble (TID) E-Builder Electronic Bid Submission up to **2:00 PM (ET)** on **WEDNESDAY, SEPTEMBER 23, 2026**, at which time they will be opened publicly via ZOOM Meeting, Meeting ID: **889 1060 6533**, Passcode: **080444**, <https://us02web.zoom.us/j/88910606533?pwd=VaJbFhQASyIFy1ACQrzOlyJ4BZmuKT.1>

All Bids must be submitted in accordance with the Invitation to Bid Number **26-09**, 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” **DUMPSTER RENTALS AND TRASH COLLECTION SERVICES** for Talleyrand, Blount Island, Dames Point Cruise Terminals and the Port Central Office Building. Therefore, the purpose of this solicitation is to request information about your company’s abilities to provide services specified and to obtain unit pricing commitments for **DUMPSTER RENTALS AND TRASH COLLECTION SERVICES** as listed.

1.02 RECEIPT AND OPENING OF BIDS

JAXPORT will receive bids until **WEDNESDAY, SEPTEMBER 23, 2026 at 2:00 PM (ET)** from companies licensed, qualified and interested in providing **DUMPSTER RENTALS AND TRASH COLLECTION SERVICES**, 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/88910606533?pwd=VaJbFhQASyIFy1ACQrzOlyJ4BZmuKT.1>

Meeting ID: 889 1060 6533

Passcode: 080444

1.03 DELIVERY OF BIDS

Bids and all required supplemental material listed in Article III (*items to be submitted with Bid Form*) must be electronically submitted in **PDF format only** through Trimble (TID) E-Builder. Bid documents submitted through Email or Fax will not be accepted or considered. JAXPORT no longer accepts any bid packages submitted by FAX, 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 26-09”**. “How to Submit Your Bid Response in Trimble (TID) E-Builder” is provided as **“Attachment No. 1”**. Additional instructions on how to navigate in Trimble (TID) E-Builder. Click the below link to access the **“Bidders Portal Instructional Training Video”**:

<https://videos.trimble.com/construction/watch/kCSanAGnXaJoHgeQNz5mGe>

Bids must be submitted prior to 2:00 PM (ET), WEDNESDAY, SEPTEMBER 23, 2026. The submit button in Trimble (TID) 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 Bidder to have its Bid submitted to JAXPORT as specified herein on or before the aforementioned date and time. For the purpose of the ITB, a bid is considered delivered when confirmation of delivery is provided by Trimble (TID) E-Builder. Bidder must ensure that its electronic submission in Trimble (TID) E-Builder can be assessed and viewed at the time of the bid 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, Sr. Contract Specialist** and submitted either by email to Jerrie.Gunder@jaxport.com or submittal through Trimble (TID) E-Builder. Answers to questions will be released in an Addendum directed to all known prospective bidders registered in the Trimble (TID) E-Builders website and advertised on JAXPORT's website under Active Solicitations at <https://www.jaxport.com/procurement/active-solicitations>.

The deadline for questions will be THURSDAY, SEPTEMBER 10, 2026 by 4:00 PM (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 (TID) 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 for Dumpster Rentals and Trash Collection Services business for a minimum of five (5) years ending April 30, 2026, and must have worked on contracts similar in size and complexity. Describe Trash Collection Services commercial/industrial experience and number of years.
- B. Bidder must submit current policies, operational procedures and list of equipment.
- C. 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 Point of Contact name, phone number and email address to be assigned to this contract. All vehicles must display permanent company logos. **Removable magnetic logos used on company vehicles will not be acceptable.**
- D. 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.
- E. Provide three (3) relevant references in which your company provided primarily industrial/commercial Trash Collection Services to include installation, maintenance and equipment rental services within the last five (5) years. Include contact name, name of company or the owners, email, and phone number.
- F. Ability to respond within four (4) hours of the time a delivery or service call is placed to the Contractor's designated phone number and arrival of an employee on site within twenty-four (24) hours of the time the delivery or 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. **26-09**; 3) Addenda to Bid; 4) JAXPORT'S Invitation to Bid No. **26-09**; 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.

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 **DUMPSTER RENTALS AND TRASH COLLECTION SERVICES** for the Jacksonville Port Authority", **ITB 26-09** 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 fee. 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.

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 **DUMPSTER RENTALS AND TRASH COLLECTION SERVICES** 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. **26-09**. An original 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

Before starting and until acceptance of the work by JAXPORT, any contract resulting from this Request for Proposal will include the following provisions:

- A. Without limiting its liability under the contract, the Proposer will obtain and maintain at its sole expense during the life of the contract, insurance of the types and in the minimum amount stated below:

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)

Commercial General Liability

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

Each Occurrence	\$1,000,000
Annual Aggregate (applicable only if Contractor's form of insurance is subject thereto)	Three Times the Each Occurrence Limit
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	Nil
Bodily Injury and Property Damage	\$1,000,000
Fire Damage (any one fire)	\$1,000,000
Medical Expense (any one Person)	Nil

with maximum deductible or self-insured retention in an amount not exceeding \$100,000. The Policy shall include Completed and On-going Operations Coverage for ten (10) years following completion per the period of Florida statutory liability (Florida Statutes § 95.11), with no ISO Form 2294 Rider or other subcontractor error exclusion. Any deductible or self-insurance retention should be indicated on the Bidder's certificate of insurance.

Owner shall be included as an additional insured under the cgl policy for both ongoing and completed operations. iso additional insured endorsement cg 20 10 10/1 addition date (for ongoing operations) and cg 20 37 10/1 addition date (for completed operations), or substitute endorsements providing equivalent coverage, will be attached to contractors CGL.

Business Auto Policy

ISO Form Number CA 00 01 covering any auto (code 1), or if contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than:

Each Occurrence - Bodily Injury and Property Damage Liability Combined	\$1,000,000
Annual Aggregate (applicable only if Contractor's form of insurance is subject thereto)	\$2,000,000

with maximum deductible or self-insured retention in an amount not exceeding \$100,000. Any deductible or self-insurance retention should be indicated on the Bidder's certificate of insurance.

Contractors Pollution Liability

Contractor shall obtain Contractors Liability coverage for property damage to marine structures with applicable sub-limits, or equivalent policy form to cover the course of construction in the amount of the completed value or full insurable value.

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

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

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

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

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

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

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. Arrangements can be made by calling JAXPORT Access Control Phone# (904) 357-3344.

TWIC Escort Provisions

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

Contractor deliveries from -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 hours 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.

ARTICLE III BID FORM

BIDDER'S NAME: _____

BEFORE COMPLETING THIS FORM, ALL PROPOSERS SHOULD READ THE FOLLOWING INSTRUCTIONS CAREFULLY AND BE SURE THEY PREPARE THEIR PROPOSALS ACCORDINGLY. FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE PROPOSAL OR MAY RESULT IN ANOTHER COMPANY BEING AWARDED THE CONTRACT.

JAXPORT is seeking a qualified and licensed firm to provide Trash Collection Services for various areas of the Port and its Marine Terminals. **DUMPSTER RENTALS AND TRASH COLLECTION SERVICES** shall be priced on a monthly unit cost and per haul cost as defined per line item. The monthly unit cost must include all labor, supervision, materials, equipment, fuel surcharges, environmental fees and other costs necessary to perform these services. In addition, 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.

Bidders are required to submit a listing of inventory showing capability to meet the estimated quantities as listed on the quote form. JAXPORT reserves the right to perform a site visit to inspect equipment prior to award and during the contract duration.

Compensation will be paid in accordance with the proposed combination of the monthly unit cost and the per haul unit cost stated on the Bid Form. The bid must include all cost for delivery, removal and any other costs associated with the rentals including all fuel surcharges, environmental fees, and all other related cost, to provide these services and equipment, excluding Landfill charges. Landfill charges will be billed to JAXPORT at cost. Any modifications, exceptions, or omissions contained within the Bid Form, may be grounds for disqualification of ITB.

Quoted cost for the “as needed” dumpsters must include all fees associated with delivery, pull charges, fuel surcharges, environmental fees, enhanced safety fee, and any other similar charges not listed on the quotation form, excluding Landfill charges. Landfill charges will be billed to JAXPORT at cost. The undersigned hereby proposes to furnish all labor, supervision, materials and equipment necessary to perform these services in accordance with the specifications stated in this Invitation to Bid No. 26-09, at the stated costs listed below:

A. MONTHLY DUMPSTER RENTALS						
ITEM NO.	DESCRIPTIONS	MONTHLY UNIT COST	EST. NO. OF DUMPSTERS	MONTHLY EXTENDED COST	RENTAL SCHEDULE	ANNUAL TOTAL DUMPSTER RENTAL COST
1.	PERMANENT DUMPSTER, 2YD	\$	2 EA	\$	X 12 Months	\$
2.	PERMANENT DUMPSTER, 4YD	\$	5 EA	\$	X 12 Months	\$
3.	PERMANENT DUMPSTER, 6YD	\$	1 EA	\$	X 12 Months	\$
4.	PERMANENT DUMPSTER, 8YD	\$	10 EA	\$	X 12 Months	\$
5.	PERMANENT DUMPSTER, 30YD	\$	2 EA	\$	X 12 Months	\$
A. Total Lump Sum - Annual Dumpster Rentals:						\$

B. TRASH COLLECTION SERVICES

ITEM NO.	DESCRIPTIONS	PER HAUL UNIT COST	EST. NO. OF DUMPSTERS	PER HAUL EXTENDED COST	EST. SERVICE INTERVALS	ANNUAL TOTAL PER HAUL COST
1.	EMPTIED 1 x PER WEEK, 4YD	\$	1 UNIT	\$	X 52 Hauls	\$
2.	EMPTIED 1 x PER WEEK, 8YD	\$	2 UNIT	\$	X 52 Hauls	\$
3.	EMPTIED 2 x PER WEEK, 2YD	\$	2 UNIT	\$	X 104 Hauls	\$
4.	EMPTIED 2 x PER WEEK, 4YD	\$	3 UNIT	\$	X 104 Hauls	\$
5.	EMPTIED 2 x PER WEEK, 6YD	\$	1 UNIT	\$	X 104 Hauls	\$
6.	EMPTIED 2 x PER WEEK, 8YD	\$	8 UNIT	\$	X 104 Hauls	\$
7.	EMPTIED 1 x PER MONTH, 4YD	\$	1 UNIT	\$	X 12 Hauls	\$
B. Total Lump Sum - Annual Trash Collection Services:						\$

BID SUMMARY

C. Lump Sum Annual Dumpster Rentals (LINE "A" TOTAL):	\$
D. Lump Sum Annual Trash Collection Services (LINE "B" TOTAL):	\$
E. TOTAL BID AMOUNT (LINES C + D):	\$
(INPUT THIS TOTAL IN E-BUILDER)	

NOTE: The company providing the rented dumpster will handle the transportation and dispose of the general municipal waste and construction debris at the appropriate transfer station or landfill. Landfill charges will be billed to JAXPORT at cost and must include a copy of the Duval County franchise fees ticket. Thirty (30) yard roll-on/roll-off dumpsters may contain garbage and must be taken to Trail Ridge Landfill Site; occasionally an additional Forty (40) yard roll-on/roll-off dumpster will contain construction debris. Bidder is required to provide the unit cost for the below as needed dumpsters:

ITEM "C" - "As Needed" Temporary Dumpster Rentals

ITEMNO.	DESCRIPTION	UNIT OF MEASURE	SERVICE INTERVALS	EST.QTY	UNIT COST
C.1	TEMP DUMPSTER, 8YD	AS NEEDED TEMPORARY	EMPTIED 2 x PER MONTH	1	\$
C.2	TEMP ROLL-ON/ROLL-OFF DUMPSTER, 30YD	AS NEEDED TEMPORARY	PER HAUL PULL/RETURN	1	\$
C.3	TEMP ROLL-ON/ROLL-OFF DUMPSTER, 40YD	AS NEEDED TEMPORARY	PER HAUL PULL/RETURN	1	\$

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

BASIS OF AWARD: The award of this contract will be based on the total sum of categories (A and B). The Authority reserves the right to award this contract to the lowest, responsive, responsible bidder, whose bid is fully conforming to the requirements of the bid documents.

JAXPORT reserves the right to award this contract to the Bidder offering the lowest price consistent with meeting all specifications, terms, conditions, delivery requirements and minimum requirements set forth on this bid. No award will be made until all necessary inquiries have been made into the responsibility of the lowest conforming bidder and JAXPORT is satisfied that the lowest bidder met all minimum requirements, is qualified and has the necessary organization, capital and resources required to deliver equipment/services under the terms of the contract. JAXPORT reserves the right to accept or reject any or all proposals, in whole or in part. JAXPORT reserves the right to award the contract to the Bidder submitting the Proposal that JAXPORT, in its sole discretion, determines will be most advantageous and beneficial. JAXPORT will be the sole judge of which Proposal will be in its best interest and its decision will be final.

BIDDER'S ATTESTATION: Initials _____ Date _____, I hereby attest, as the Bidder's authorized agent, that Company is not owned, an affiliate of, or substantially controlled or influenced by the government of a foreign country of concern as defined below.

Under Florida Statutes, JAXPORT, like all state agencies and local government entities, is prohibited from entering into any contract or agreement with a foreign country of concern, which has been defined as "the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern."

BIDDER'S CERTIFICATION

1) Certification and Representations of the Bidder

By signing and submitting a Bid, the Bidder certifies and represents as follows:

- A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of these Contract Documents prior to submitting its Bid. Where the Bidder visits sites, no work or other disturbance is to be performed while at the site without written permission by JAXPORT in advance of the site visit.
- B. That every aspect of its submitted Bid, including the Contract Price, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JAXPORT. JAXPORT assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JAXPORT assumes the responsibility.
- C. That the individual signing the Bid is a duly authorized agent or officer of the firm. Bids submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Bid, satisfactory evidence of authority to sign must be submitted with the Bid. If the Bid is submitted by a partnership, the Bid must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the Bid, satisfactory evidence of authority to sign must be submitted with the Bid. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of submission of the Bid.
- D. That the firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to Contractor's license and occupational licenses necessary to perform the services. The Bidder also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Bidder shall immediately notify JAXPORT of status change.
- E. That it read understands and will comply with Article 1.15, Public Entity Crime "Exhibit B" and Conflict of Interest Certificate "Exhibit A" of these instructions to Bidders.

INVITATION TO BID NO. 26-09
DUMPSTER RENTALS AND TRASH COLLECTION SERVICE
BIDDER'S ACKNOWLEDGMENT

I hereby acknowledge, as Bidder's authorized agent, that I have fully read and understand all terms and conditions as set forth in this Bid, I have met the minimum requirements (**See Article I, Paragraph 1.09**), and will fully comply with such terms and conditions.

Date: _____

Company Name: _____

Bidder is a (*check one*): _____ Corporation _____ Partnership _____ Individual

Authorized Agent's Name: _____

Authorized Agent's Signature: _____

Authorized Agent's Title: _____

Authorized Agent's Email Address: _____

Telephone Number: _____ Fax Number: _____

Federal Identification Number : _____

Remittance Address: _____

City: _____ State: _____ Zip Code: _____

The following items must be submitted with the Bid Form:

- (1) Bid Form Article III - (*Pages A3-1 thru A3-4*);
- (2) Copy of Occupational License;
- (3) Name, phone number and email address of three (3) customer references;
- (4) Evidence of registration for doing business in the State of Florida;
- (5) Contact Information of the Supervisor or Manager to be assigned to this contract;
- (6) List number of Company's Trucks and Dumpster Units;
- (7) Acknowledgement of Addenda, *if any*
- (8) Conflict of Interest Certificate (Exhibit "A")
- (9) Sworn Statement of Public Entity Crimes (Exhibit "B")
- (10) E-Verify Compliance Form (Exhibit "C")
- (11) Any other requirements listed in the Invitation to Bid.

Failure to submit these documents may be grounds for rejection of ITB

Prior to start of work, CONTRACTOR must furnish the following documents:

- Proof of required insurance coverage as listed in Article II Paragraph 2.11.

INVITATION TO BID NO. 26-09

**DUMPSTER RENTALS AND TRASH COLLECTION SERVICES
FOR THE
JACKSONVILLE PORT AUTHORITY**

NO BID FORM

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

**Jacksonville Port Authority
Attn: Procurement Services
2831 Talleyrand Avenue
Jacksonville, FL 32206**

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

Name of Firm: _____

Signature: _____

Printed Name: _____

Title: _____

Telephone Number: _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

ARTICLE IV SCOPE OF SERVICES

4.01 GENERAL OVERVIEW

The Jacksonville Port Authority (JAXPORT) is a full-service international trade seaport located in the Southeastern United States and 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, military, and specialty cargoes.

JAXPORT's three marine terminals handled more than 10 million tons of cargo in 2025, including approximately 1.4 million TEUs (containers) – making Jacksonville the largest container handling port in Florida – and 506,000+ vehicles, ensuring JAXPORT's ranking as one of the top vehicle ports in the U.S.

JAXPORT features 19 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 258,800 jobs in Florida and supports nearly \$44 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.

4.02 SCOPE OF SERVICES

JAXPORT is seeking a qualified and licensed firm to provide **Dumpster Rentals and Trash Collection Services** for various areas of the Port and its Marine Terminals. All employees and designated drivers assigned to work under this contract will require a Transportation Worker Identification Credential (TWIC) badge to access various areas of the port; escort services will not be provided to perform these duties.

JAXPORT is currently requiring twenty (20) different types of trash collection units: 30yd roll-on/roll-off and sizes ranging from 2yd to 8yd dumpsters. The primary objective is to ensure a reliable, efficient collection system that is responsive to changing requirements. On an as needed basis, additional 40yd roll-on/roll-off dumpsters may be required to meet temporary operational requirements, particularly for disposing of construction debris.

Temporary "As Needed" dumpsters are defined as rentals used during special operational projects. Projects may vary from one week to several months and may be predominately in a built-up area. Successful Bidder will be notified of location(s) when a call is placed. Dumpsters on site exceeding 24-hours but less than seven (7) days may require emptying at the users' request.

Prior to initial delivery of units, Contractor must obtain a report listing unit type, quantity needed, and delivery address location from the JAXPORT Representative on the job for a suitable placement that will not interfere with the public; if representative is not available, driver will execute their own good judgment. All equipment/units are to be moved from location to location by contractor, if requested by the JAXPORT Representative.

Bidders are required to submit a listing of inventory showing capability to meet the estimated quantities as listed on the bid form. JAXPORT reserves the right to perform a site visit to inspect equipment prior to award and during the contract duration.

4.03 JAXPORT SITES

The sites and collection schedules of the current dumpsters are listed under **Attachment No. 3**. JAXPORT reserves the right to add, change or delete locations, dumpster sizes, and/or frequency of service(s) as necessary. Dumpster sites have asphalt or concrete pads and are accessible by truck. Be mindful, a TWIC Badge is required for access to certain areas of the Port.

4.04 CORRECTIVE SERVICES

The Contractor will have a Service Manager available during normal business hours. If a scheduled pickup service has not been completed, the Service Manager will be contacted by JAXPORT. Corrective action will be taken within twenty-four (24) hours of notification.

4.05 AUTHORIZED DISPOSAL AND FEES

- A. It is the responsibility of the Contractor to obtain any permits required to use County landfills. JAXPORT will accept no responsibility for the disposal of any trash after it is removed from JAXPORT property. Any illegal or unauthorized dumping of JAXPORT trash by the Contractor will be the sole responsibility of the Contractor. The Contractor will be responsible for the payment of all applicable fees and taxes.
- B. JAXPORT facilities are qualified Small Quantity Generators of hazardous waste streams. JAXPORT employees are trained as to the proper segregation of regular trash versus any substance that may be construed as hazardous. Containers/dumpsters on JAXPORT property are not secured or under the total care, custody, and security of JAXPORT personnel at all times. JAXPORT cannot guarantee or warrant the actions of individuals who are not JAXPORT employees. JAXPORT will inform our tenants of their responsibility to properly segregate and dispose of various waste streams. If the Contractor discovers improper or hazardous material in any JAXPORT container/dumpster, the appropriate Project Manager will be immediately notified so that JAXPORT may investigate the circumstances and possibly determine the source of the unauthorized trash.

4.06 SITES OF COLLECTION

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

4.07 CONTRACTOR EQUIPMENT AND PERSONNEL

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

4.08 REPLACEMENT OF EQUIPMENT

JAXPORT may require the Contractor to replace or refurbish individual dumpsters that become unsightly or inoperative. At the start of the contract term, all equipment will be repainted and refurbished.

4.09 DUMPSTERS

- A. It will be the Contractor's responsibility to provide regular or normal maintenance service on all equipment during the term of the Contract. These maintenance calls will be performed during normal working hours, and documentation of completion of maintenance will be available for review if requested by JAXPORT.
- B. The Contractor will provide a phone number where service calls may be placed and will have a service manager in the Jacksonville area available by phone 24 hours a day with authority to take any necessary action to correct service deficiencies.
- C. All dumpsters provided by the Contractor must be new or refurbished and will be refurbished during the Contract as required to present a professional appearance at all times. All doors and/or lids must be maintained in operating condition throughout the term of the Contract, with repairs completed within 48 hours of notification to the Contractor. The dumpsters will have the Contractor's company logo somewhere on the outside. The placement and removal of all dumpsters will comply with all applicable federal, state or local safety requirements.
- D. The estimated service requirements contained in this proposal may change, either on a temporary or permanent basis. If additional pickups are required, the Contractor will charge the amount contained in the Contract for each pickup or the monthly amount prorated. If changes in service or additional services are required, the Contractor and JAXPORT will agree on an amount to be charged. JAXPORT will make every effort to notify the Contractor before any anticipated additional requirements, such as for special events or construction projects.
- E. For the collection of the roll-on/roll-off dumpsters, JAXPORT reserves the right to verify the weights for the dumpsters picked up by the Contractor. Also, JAXPORT may request an audit of the Contractor records to verify the landfill charges.

4.10 LANDFILL FACILITY

All trash collected from JAXPORT facilities will be taken to a Duval County designated solid waste management facility for disposal unless a written modification is made to the Contract by JAXPORT. If a modification is made to the Contract, Contract rates may be renegotiated, or the Contract may be terminated by JAXPORT with 30-days written notice to the Contractor. With the proposal, the Contractor will submit a letter showing the solid waste management facility to be used for each JAXPORT site. This list will be updated as necessary during the Contract.

4.11 PRICES INCREASES

If the Trail Ridge Landfill charge per ton of trash dumped is increased by the City of Jacksonville, by ten percent (10%) or more during the Contract term, the Contractor and JAXPORT may enter into negotiations to determine any changes in Contract rates for dumpsters. A copy of the official City of Jacksonville notice of Trail Ridge Landfill rate increase must be submitted with any request for price adjustment.

4.12 CONTRACTOR TO BE RESPONSIBLE FOR PROPERTY

The Contractor will be responsible for any damage or loss (including theft) of property of JAXPORT, or its tenants, caused by the Contractor's employees. JAXPORT will not be responsible for the cost to replace damaged units caused by normal wear and tear, this includes vandalism. JAXPORT agrees to be responsible *only* for units totally destroyed as result of negligence on the part of the user activity. Vandalism is considered to be normal wear and tear and JAXPORT will not be held accountable for damaged units.

4.13 CHANGES IN SCOPE OF SERVICES

JAXPORT does not guarantee any number of dumpsters for rental and services. JAXPORT, without invalidating the Contract, may order extra units or make changes by altering, adding to, or deducting units and/or reserves the right to add other size units or locations as needed, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated price. Changes in the work and the contract sum may only be changed by prior written agreement executed by the parties with proper authorization to do so.

4.14 EQUIPMENT RENTAL

Costs for equipment rentals by Contractor must be approved by JAXPORT's Inspector prior to rental. For equipment picked up and brought to the job site by Contractor, a markup of ten percent (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 JAXPORT's Inspector has approved the rental in advance.** JAXPORT reserves the right to either provide JAXPORT equipment or to obtain the equipment itself.

4.15 SUB-CONTRACTORS

All subcontract costs will be limited to five percent (5%) mark-up per tier, with a maximum of ten percent (10%) regardless of the number of tiers.

4.16 HOURS OF SERVICE

Daylight hours Monday through Friday and all weekends including holidays.

4.17 JAXPORT RIGHT TO PERFORM SERVICES

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

4.18 INSPECTION OF FACILITIES

Bidders are encouraged to visit the facilities before submitting proposals. An Optional Site Visit will be held on a per request basis.

4.19 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 incentives for suppliers to perform well and penalties for poor performance
- Standardized 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 Services 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 Director of Procurement Services or his/her designee so that a Deficient Performance Letter may be issued to the supplier.

Unacceptable Performance

Actions: The CQE's will notify Procurement Services via the Performance Evaluation Forms that the supplier's performance has been unacceptable. Procurement Services 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.

How to Submit Your Bid Response in Trimble Unity Construct (e-Builder) - TID

Access the Bid Package

To access the bid package, ensure that you [Create a Trimble ID](#). After creating you Trimble ID (TID), you will be able to login to the bidder portal and access the bid package.

If you do not see the bid package you are expecting, enter the invitation key from the bid invitation email into the field at the top of the page. The invitation key is case sensitive and specific to your email address (DO NOT SHARE).

To access the bid package

1. Click the link in the bid request email.
 - The Trimble Unity Construct Bid Portal login page is displayed.
2. Enter your created Trimble ID.
3. Click the name of the bid package you want to access.
 - The bid package details page is displayed.

To accept / decline the invitation to bid

1. Access the bid package to display the Invitation tab.
2. Click **Accept** or **Decline** the Invitation to update the **Bidding** field to either Will Bid or Will Not Bid.

Review Package Invitation

The Bid Package view contains key package information at the top of the screen.

- **Title:** Displays project/package name.
- **Status:** Displays Open or Closed and whether you have accepted, declined or have not response yet.
- **Timeframe:** Displays how much time is left before the bid due date / time.
- **Summary:** Displays the current financial total of your bid response.
- **Bid Info:** Displays Bid package description, contact person, pre-bid meeting details and bid instructions.
- **Invitation Documents:** Drawings, specifications and other documents for the bid are published on this tab.
- **Addenda:** If addenda are published, you will be required to acknowledge your receipt of every addendum with a check mark on the Additional Information tab. **If addenda are published after you have submitted a bid response, your bid will be set back to Draft status and you will need to resubmit your response.**

To download a file or folder, click  beside the file name. To download all the files and sub-folders in a folder, click  beside the folder name. A folder containing multiple sub-folders or files will be automatically downloaded as a .zip file. A confirmation message will be displayed if the download is successful.

Submit Your Bid Response

After reviewing the bid package invitation, use the Response Form tab to submit your bid response.

To submit your bid

1. Access the bid package.
2. Click the **Response Form** tab.
3. On the **Step 1: Bid Form** tab, enter your pricing on the bid form line items.
Ensure that you provide pricing at the level of detail required by the bid. Some line items may be lump sum, and others may require quantities and unit prices.
 - If there are areas that do not pertain to your trade, enter a zero (0) value in that line.
 - The Summary box at the top of the page maintains a running total of your entries for reference.
4. Click  (Save) and ensure that your work is saved periodically.

(Optional) To export the bid items to a spreadsheet that you can customize or that you can share with your team, click  (Download). After updating the spreadsheet, click  (Upload) to re-import it.
5. On the **STEP 2: Response Documents** tab, click **Attach Documents**, and upload any supporting document needed to support your bid. Any Bid Submission custom fields that have been setup for your account will also be displayed here. All uploaded documents will be displayed in a table at the bottom of the tab for you to review.
6. On the **STEP 3: Additional Required Info** tab, complete any additional questions or qualification statements that have been established by the bid manager. When available, the custom fields set up for your account will be displayed on this tab. If any addenda have been issued, you are required to acknowledge receipt of the addenda on this page before submitting your bid.
7. Review the entire Response Form and click **Submit**.
8. **Confirmation Modal:** A window will appear asking you to confirm your intent to submit.
9. **Verification Step:** You will see your **Total Bid Value** highlighted
10. **Action:** Enter the exact numerical value shown in the highlight into the confirmation box.
11. Click **Confirm and Submit**

The date and time that you submitted your bid is stamped on your Response Form. You will also receive an email confirmation.

Additional Notes

- **After the bid due date/time has passed, the Submit button will be disabled. It is critical that you complete the entire process prior to the cut-off time. The system will not permit you to submit your proposal or bid after the deadline regardless of where you are in the process. As stated, the Submit button is systematically disabled promptly at the deadline and JAXPORT is unable to see anything you have uploaded prior to the bid due date/time. No late submissions will be permitted or accepted. Please plan accordingly.**
- If the bid manager adds or changes a bid item, or publishes an addendum, your bid will be set back to a Draft status. You will receive an email notification and will be required to reconfirm your bid and resubmit.

- When you need to step away from entering the quote, click  (Save). It is recommended that you save every 15 minutes. This will ensure that your changes are saved.
- If there are areas that do not pertain to your trade, enter a zero (0) value in that line item.
- If you have your qualifications in Word® or another program, copy and paste them into the qualifications.
- It is required that you acknowledge all the addenda, even if they do not pertain to your trade.
- It is recommended that you submit your quote at least 60 minutes before the due time so that you can rectify any errors. To submit the proposal, you must complete all the fields and acknowledge the addenda items.
- **Failure to submit all information requested documents will result in a proposal or bid being considered “non-responsive,” and therefore will be rejected.**

Recall your Bid Response *(only if necessary)*

If you failed to submit all documents or see an error on a page **after submitting** your bid, you can make changes to your bid before the due date/time without any interaction from the bid manager. The bid manager has no record of your bid response until you click **Confirm and Submit again**.

To recall your bid response

1. On the **Response Form** tab, click **Recall Bid**.
2. Optionally provide a reason for your recall and then click **Yes, I am sure**.
 - Your previous submission information is displayed on the Response Form tab.
3. Click **Confirm and Submit** to resubmit your bid prior to the bid due date/time.

PERFORMANCE EVALUATION FORM

Weekly ☐ Monthly ☐ Quarterly ☐ As Needed ☐

Contract No./Purchase Order No. _____

Supplier Name: _____

Date Service Provided: _____

Total Cost of Project: _____

1). **Timeliness:** Measure of how well the supplier adheres to schedule, and meets due dates. *(Check One)*

- ☐ Rarely or Inconsistently on Schedule: Few or no milestones met, little or no sense of urgency, little or no use of schedules or a scheduling process, more than 10% to 20% behind schedule and delay is attributable to supplier's performance
- ☐ Usually on Schedule: Demonstrated sense of urgency and commitment to schedule, less than 10% over or under schedule, no portion of delay is attributable to supplier's performance, regularly uses schedules to plan work and communicate progress.
- ☐ Consistently on Schedule: Proactive in identifying schedule related issues. Scheduling and planning processes are formalized, 10% ahead of schedule, meets all major milestones.

2). **Quality of Workmanship:** Measure of the craft skills, knowledge, and dedication to quality work. *(Check One)*

- ☐ Poor Workmanship/Needs Improvement: Some significant rework required. Workers do not understand the work nor take any sense of pride in work output. Workers looked for opportunities to just get the job done.
- ☐ Good Workmanship: Demonstrated experience in the craft is shown by all workers. Good regard to delivering a quality project, little rework required none of it significant.
- ☐ Very Good Workmanship: Demonstrated a relentless drive to deliver a quality project, within budget constraints and on time. Demonstrated an unusually high level of understanding and skill in executing the work. No rework required.

3). **Quality of Materials and Equipment:** Measure of the technical understanding of materials and equipment installed and dedication of proper selection and handling of materials and equipment. *(Check One)*

- ☐ Poor Usage/Needs Improvement: Little care is demonstrated in the selection, transport, or storage of materials or equipment. Materials or equipment did not meet specifications and was unacceptable. Significant rework was required to fix project.
- ☐ Good Usage: Good care was demonstrated in the selection, transport and storage of material and equipment. Installed materials and equipment to specifications, No material or equipment quality issues were noticed.
- ☐ Very Good Usage: Overall quality of materials and equipment significantly enhanced installation or completion of the project. Product exceeded specifications on several significant measures. Supplier demonstrated exceptional technical knowledge of materials and equipment installed.

4). **Contract Administration:** Measure of how well supplier managed the administrative processes associated with providing the service. *(Check One)*

- ☐ Poor Administration/Needs Improvement: Inconsistently produces required paperwork on time. Invoice accuracy needs improvement. Little or no documented status reporting.

- ☐ Good Administration: Usually produces required paperwork including accurate invoices and reports in a timely manner. Rarely are invoice inaccuracies found.
- ☐ Very Good Administration: Always produces required paperwork including accurate invoices and reports in a timely manner. Invoices and reports always accurate, timely and useful. Aggressively finds and implements process improvement designed to improve contract administration.

5). **Customer Service:** Measure of how well supplier prevents customer complaints and responds to complaints in the event they occur. *(Check One)*

- ☐ Poor Customer Service/Needs Improvement: Ineffective or untimely response to customer issues. Little or no action taken to prevent customer related issues. Required upper management to get involved in resolution.
- ☐ Good Customer Service: Effective and timely actions taken to prevent customer related issues. Effective and timely communications with customer and only a few minor customer complaints received.
- ☐ Very Good Customer Service: Proactive and very effective actions taken to prevent customer related issues.
- ☐ Formalized processes for providing exceptional care of JAXPORT'S customers.

Comments: _____

Submitted By: _____ Date: _____

INVITATION TO BID NO. 26-09
DUMPSTER RENTAL & TRASH COLLECTION SERVICES
FOR THE JACKSONVILLE PORT AUTHORITY

Service Locations and Collection Schedule

1. **PORT CENTRAL OFFICE BUILDING (PCOB)**
2831 TALLEYRAND AVENUE, JACKSONVILLE, FL 32206
➤ One (1) – Eight (8) yd. dumpster - *2 pickups per week on Tuesday & Friday*
2. **TALLEYRAND MARINE TERMINAL (TMT)**
2085 TALLEYRAND AVENUE, JACKSONVILLE, FL 32206
➤ One (1) – Thirty (30) yd. roll-on/roll-off dumpster - *on-call pull/return*
3. **ACCESS CONTROL CENTER (ACC)**
1830 EAST 21ST STREET, JACKSONVILLE, FL 32206
➤ One (1) – Eight (8) yd. dumpster - *1 pickup per week on Tuesday*
4. **DAMES POINT CRUISE TERMINAL (DPCT)**
9810 AUGUST DRIVE, JACKSONVILLE, FL 32226
➤ One (1) – Eight (8) yd. dumpster - *2 pickups per week on Tuesday and Friday*
5. **DAMES POINT MARINE FACILITY (DPMF)**
9834 NEW BERLIN ROAD, JACKSONVILLE, FL 32226
➤ Four (4) – Eight (8) yd. dumpsters - *1 pickup per week on Tuesday OR Thursday*
➤ One (1) – Six (6) yd. dumpster - *1 pickup per week on Tuesday OR Thursday*
➤ Two (2) – Four (4) yd. dumpsters - *1 pickup per week on Tuesday OR Thursday*
➤ Two (2) – Two (2) yd. dumpsters - *1 pickup per week on Tuesday OR Thursday*
6. **DAMES POINT INTERMODAL YARD (ICTF) BUILDING AT BIMT**
9600 NEW BERLIN ROAD, JACKSONVILLE, FL 32226
➤ One (1) – Four (4) yd. dumpster - *2 pickups per week on Tuesday & Thursday*
7. **SECURITY OPERATIONS CENTER (SOC)**
9530 NEW BERLIN COURT, JACKSONVILLE, FL 32226
➤ One (1) – Eight (8) yd. dumpster - *1 pickup per week on Tuesday*
8. **FIRE STATION NO. 48 AT BIMT**
8687 BLOUNT ISLAND BLVD, JACKSONVILLE, FL 32226
➤ One (1) – Four (4) yd. dumpster - *1 pickup on last Friday of the month*
9. **BLOUNT ISLAND BLVD, CENTER ROAD & RIGHT WAY (BIMT)**
9620 DAVE RAWLS BLVD, JACKSONVILLE, FL 32226
➤ One (1) – Four (4) yd. dumpster - *1 pickup per week on Tuesday*
10. **BLOUNT ISLAND MARINE TERMINAL (BIMT)**
5945 WILLIAMS MILLS STREET, JACKSONVILLE, FL 32226
➤ Two (2) – Eight (8) yd. dumpsters - *2 pickups per week on Monday and Thursday*
11. **841ST MILITARY MARINE TERMINAL AT BIMT**
5945 WILLIAMS MILLS STREET, JACKSONVILLE, FL 32226
➤ One (1) – Thirty (30) yd. roll-on/roll-off dumpster - *on-call pull/return*

EXHIBIT A

CONFLICT OF INTEREST CERTIFICATE

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

SECTION I

I hereby certify that no official or employee of JAXPORT requiring the goods or services described in these specifications has a material financial interest in this company.

_____ Signature	_____ Company Name
_____ Name of Official (type or print)	_____ Business Address
	_____ City, State, Zip Code

SECTION II

I hereby certify that the following named JAXPORT official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the JAXPORT Office of the Executive Director, 2831 Talleyrand Ave., Jacksonville, Florida 32206, prior to the time of bid opening.

Name	Title or Position	Date of Filing
_____	_____	_____

_____ Signature	_____ Company Name
_____ Print Name of Certifying Official	_____ Business Address
	_____ City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

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

Public Official _____

Position Held _____

Position/Relationship with Bidder _____

EXHIBIT B

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(*print name of the public entity*)
by _____
(*print individual's name and title*)
for _____
(*print name of entity submitting sworn statement*)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

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

(signature)

(date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

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

NOTARY PUBLIC

My commission expires:

EXHIBIT C

ACKNOWLEDGEMENT AND ACCEPTANCE OF E-VERIFY COMPLIANCE

E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

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

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

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

Company Name

Name of Official *(Please Print)*

Signature of Principal

Title

Date

EXHIBIT D
OWNER'S MINIMUM PROJECT WORK RULES
DUMPSTER RENTALS AND TRASH COLLECTION SERVICES

1. Normal project working hours are as follows:

8:00 A.M.	Starting Time
12:00 Noon - 1:00 P.M.	Lunch
5:00 P.M.	Shift Ends

Other working hours and shift work will be considered by the Owner upon submission by the Contractor.

2. No employee will enter Port Authority operating areas without a specific work assignment.
3. Personal vehicles will be parked in the area(s) specified for construction personnel.
4. No personal vehicles will be permitted inside the security gate-controlled area without the written permission of the Terminal Director.
5. Contractor shall provide its employees with a designated eating, drinking area subject to approval of JAXPORT's Inspector. Cleanliness will be maintained in all areas at all times. The parking lot is not an authorized eating area.
6. Contractor shall maintain a daily roster of employees, and have the roster available to JAXPORT upon request in the event of an emergency.
7. The following is a list of violations which are considered unsatisfactory conduct on JAXPORT property and can result in the employee being denied access to the jobsite.
 - a. Refusal to submit to security inspection.
 - b. Smoking in prohibited areas.
 - c. Possession and/or use of intoxicants on JAXPORT property.
 - d. Possession and/or use of narcotics or controlled substance on JAXPORT property.
 - e. Possession of firearms on JAXPORT property.
 - f. Contact with any new vehicles on JAXPORT property.
8. Owner's facilities (such as, but not limited to, elevators, washrooms, vending machines, lunch rooms, etc.) are not to be used by Contractor's employees.
9. Employees shall be provided with visible means of identification, showing Contractor's identification. Employees are required to wear this identification where plainly visible.
10. The Contractor will be responsible for all its employees, suppliers, vendors, and all others on-site providing services to the Contractor.
11. All vehicles, persons, packages, lunch pails, and tool boxes entering or leaving JAXPORT property are subject to security inspection.
12. All vehicles on-site for the Contractor's use must have company identification clearly visible at a minimum distance of 100 feet.

EMPLOYEE SIGNATURE: _____

EMPLOYEE NAME: _____

NAME OF CONTRACTOR: _____

DATE: _____

EXHIBIT E
OWNER'S PROJECT SAFETY GUIDELINES
DUMPSTER RENTALS AND TRASH COLLECTION SERVICES

The safety items listed below is not intended as an exhaustive list of safety requirements but serves as a general guideline.

Safety Manual

The contractor is responsible to provide JAXPORT with an electronic copy of their jobsite specific safety manual that provides safety guidance on day to day work activities to reduce potential safety incidents at the jobsite.

Regulatory Requirements

The contractor and subcontractors will be responsible to:

- Comply with OSHA 29 CFR parts 1917 marine terminals, 1926 construction, 1910 general, 1926.59 hazardous communication standards "right-to-know".
- Make readily available Safety Data Sheets (SDS) in work locations where contractor uses, or stores hazardous chemicals or substances as required by law.
- Contractor and subcontractor will comply with all environmental protection laws and regulations applicable to the jobsite, including those relating to the use of water, the release, discharge or disposal of wastes, the control of drainage, and the protection of vegetation, wildlife, habitats, or surroundings. Contractor and subcontractor shall also observe and comply with any environmental requirements made by JAXPORT in securing any permit or authorization for the jobsite.
- Communicate and wear OSHA required personal protective equipment when on the job site (i.e. reflective vests with Company's identification, gloves, hard hats, safety glasses, steel toe shoes, etc.).
- If applicable ensure that platforms and scaffolding conform to OSHA specifications and have decking, toe boards, mid and top rail, cross bracing, level pads and/or wheels and appropriate ladders for platform access. Ensure the use of continuous fall protection equipment (scaffolds and/or harnesses) when activities take place more than 6'-0" above a lower level or at such lower elevations as may be established for the work site, have harnesses anchored to a support structure.
- If it becomes necessary to have access to any openings or shafts or to remove handrails, contractor and or subcontractor shall ensure that the openings or shafts are protected in accordance with generally accepted practices and any applicable federal, state or local safety standards while the work is in progress, and that any covers or handrails previously removed by the contractor and or subcontractor are replaced before leaving the area.

Jobsite Requirement

- Contractor will provide safety barriers to clearly identify the working area to prevent others from accessing the work area. The 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.

EXHIBIT E

OWNER'S PROJECT SAFETY GUIDELINES

- Maintain a clean work area throughout the workday, and the duration of the project, and secure and protect all work materials in accordance with safety requirements of generally recognized industry standards.
- Additional safety rules and/or measures may become necessary at any time due to near misses, change in jobsite location, etc.
- Familiarize and abide by JAXPORT safety rules for the jobsite.
- Communicate frequency of safety meeting with its employees and list the topics discussed with signatures of attendees. Such list shall be made available to JAXPORT upon request.
- Perform self-audits (safety assessments) at least monthly and document findings, and provide a copy of the result to JAXPORT's Inspector and Risk and Compliance Department on the last Friday of each month or upon request.

Incident/Emergency Response Plan

- As soon as possible, but no longer than 30 minutes after the time of incident, advise JAXPORT of any incident resulting in injury or damage to any property. A written report of the incident will be submitted to JAXPORT's Inspector and JAXPORT's Manager of Risk and Compliance (904) 357-3083 within 24 hours. Daily updates will be provided to JAXPORT until an investigation is completed.
- Provide JAXPORT on-site management with an "emergency list" showing contractor's preferred company doctor, hospital, workers' compensation insurance company, and any other health care providers, such list to be updated within 24 hours of any change in the information provided. Contractor shall furnish its employees with first aid or refer employees with first aid injuries to its company doctor.

Audit and Training

- Contractor is responsibility to train, manage, supervise, monitor, and inspect contractors and subcontracted jobsite work activities enforcing compliance with all applicable federal, state, local laws and JAXPORT safety rules and requirements.
- Documentation of required training must be readily available and in compliance with OSHA requirements.
- JAXPORT personnel may audit contractors and subcontractor's safety processes/programs at the jobsite at any time and empowered to take necessary corrective action up to and including work stoppage for serious safety hazards.

EMPLOYEE SIGNATURE:

EMPLOYEE NAME:

NAME OF CONTRACTOR:

DATE:
