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December 13, 2021

ADDENDUM NO. 03
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
REQUEST FOR PROPOSAL 22-01

RAIL TRACKS INSPECTIONS, MAINTENANCE,
REPAIRS AND INSTALLATION SERVICES
(RFP Title Revised Per Addendum No. 02)
FOR THE JACKSONVILLE PORT AUTHORITY

The item(s) of this Addendum shall modify and become a part of the contractual documents for this project as of this date.
(Failure to acknowledge this addendum may be grounds for rejection of proposal.)

Item No. 01

Throughout the Specifications, any Posted Addenda, and all E-Builder Notifications regarding this RFP, **REMOVE:** "ARTICLE III - PROPOSAL FORM" (RFP pages A3-1 thru A3-5) and **REPLACE WITH:** "REVISED" ARTICLE III - PROPOSAL FORM (Addendum No. 03 pages 2 thru 5).

Item No. 02

Throughout the Specifications, any Posted Addenda, and all E-Builder Notifications regarding this RFP, **REMOVE:** "ARTICLE IV - SCOPE OF SERVICES" (RFP pages A4-1 thru A4-7) and **REPLACE WITH:** "REVISED" ARTICLE IV - SCOPE OF SERVICES (Addendum No. 03 pages 6 thru 12).

ATTACHMENTS TO CONTRACT SPECIFICATIONS

Attachment No. 01 – Revised RFP 22-01 Article III - Proposal Form

Attachment No. 02 – Revised RFP 22-01 Article IV - Scope of Services

Acknowledgment of the following addenda is hereby made:

Addendum #3, Dated: _____ Initials _____

Company: _____

NOTE: THIS ADDENDUM SHALL BE ACKNOWLEDGED ON THE BID FORM OR UPLOADED WITH PROPOSAL SUBMITTAL IN E-BUILDER. FAILURE TO ACKNOWLEDGE ADDENDUM MAY BE GROUNDS FOR REJECTION OF BID.

PLEASE VISIT [HTTPS://WWW.JAXPORT.COM/PROCUREMENT/](https://www.jaxport.com/procurement/) OR CALL PROCUREMENT SERVICES AT (904) 357-3455, PRIOR TO THE BID OPENING TO DETERMINE IF ANY ADDITIONAL ADDENDA HAVE BEEN RELEASED ON THIS PROJECT.

<p>ARTICLE III “REVISED” PROPOSAL FORM</p>

PROPOSER’S COMPANY 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.

The undersigned proposes to furnish all labor, equipment and materials as to perform **RAIL TRACKS INSPECTIONS, MAINTENANCE, REPAIRS AND INSTALLATION SERVICES** as required for a period of three (3) years in accordance with the Scope of Work detailed in Article IV of this proposal, at the following prices:

RAIL TRACKS INSPECTIONS, MAINTENANCE, REPAIRS AND INSTALLATION SERVICES					
ITEM	DESCRIPTION OF SERVICES	UNIT OF MEASURE	MONTHLY UNIT PRICE	ANNUAL PRICE <small>(12 X Monthly Unit Price)</small>	MAXIMUM POINTS
A.	Monthly Track Inspections, Reporting and Routine Maintenance. (Estimated total footage is ±43,500 ft.)	Monthly	\$ _____	\$ _____	45 Points
B.	Contractor’s Fees - Hourly cost for Contractor’s labor to provide repairs and maintenance services	See <i>Schedule Below</i>			40 Points
C.	Material Percentage markup on invoiced materials used on job	Percentage	_____ %		15 Points
TOTAL MAXIMUM POINTS:					100 POINTS

CONTRACTOR’S HOURLY FEE ~ (40 Points)

<u>Class</u>	<u>Straight Time</u>	<u>Overtime</u>
SUPERINTENDENT	\$ _____/Hourly Rate	\$ _____/Hourly Rate
FOREMAN	\$ _____/Hourly Rate	\$ _____/Hourly Rate
OPERATOR	\$ _____/Hourly Rate	\$ _____/Hourly Rate
LABORER	\$ _____/Hourly Rate	\$ _____/Hourly Rate
TRUCK DRIVER	\$ _____/Hourly Rate	\$ _____/Hourly Rate
WELDER	\$ _____/Hourly Rate	\$ _____/Hourly Rate

1. For Maintenance and Repairs, JAXPORT will pay a minimum of two (2) hours for all call out after regular business hours 8:00 a.m. to 5:00 p.m. Monday through Friday.
2. Overtime will be incurred on work outside of normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday.
3. Call out time will start upon arrival of crew at JAXPORT facility and will stop upon leaving the JAXPORT facility.
4. Overtime will be allowed and paid for during holidays only.
5. Contractor must respond within one-hour (1) of call out service. The response time for workers to be at the job site for emergency call-outs shall be two-hours (2) or less.

BASIS OF AWARD: This is an evaluated RFP and an award will be made based on evaluation of prices submitted on the Proposal Form (Article I). JAXPORT reserves the right to award this contract to the bidder offering the lowest price consistent with meeting all minimum requirements, specifications, terms, conditions, delivery requirements set forth on this RFP. 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 the requirements, is qualified and has the necessary organization, capital and resources required to perform the work under the terms and conditions of the contract. JAXPORT reserves the right to accept or reject any or all proposals, in whole or in part.

The following items must be submitted with the Proposal Form:

The following checklist is provided for convenience, but the Proposer must carefully review the submittal requirements in the Request for Proposal and submit all information requested.

1. Proposal Form Article III (with prices for three years)
2. Copy of Occupational License for the past five (5) years.
3. Copy of current State of Florida Certificate of Competency
4. List of customer references (minimum three (3) references), from commercial customers, utilizing similar services as in this proposal, include contact name, email address and telephone number (per Article 1.9).
5. Conflict of Interest Certificate - (EXHIBIT A).
6. Sworn Statement on Public Entity Crimes - (EXHIBIT B).
7. E-Verify Employment Acknowledge Form - (EXHIBIT C).
8. Owner's Minimum Project Work Rules – (EXHIBIT D).
9. Owner's Project Safety Guidelines – (EXHIBIT E).
10. Any other requirements listed in Request for Proposal.

Failure to submit these documents will be grounds for rejection of RFP

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

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

PROPOSER’S ACKNOWLEDGEMENT

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

Date: _____

Company Name: _____

Proposer 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: _____

Failure to provide above information may be grounds for rejection of Proposal.

PROPOSER’S CERTIFICATION

1) Certification and Representations of the Proposer

By signing and submitting a proposal, the Proposer 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 Proposal. Where the Proposer 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 Proposal, 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 proposal is a duly authorized agent or officer of the firm. Proposals 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 proposal, satisfactory evidence of authority to sign must be submitted with the proposal. If the proposal is submitted by a partnership, the proposal must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the proposal, satisfactory evidence of authority to sign must be submitted with the proposal. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of submission of the proposal.
- D. That the firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including not limited to Contractor’s license and occupational licenses necessary to perform the services. The Proposer also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Proposer 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 Proposers.

REQUEST FOR PROPOSAL 22-01

**RAIL TRACKS INSPECTIONS, MAINTENANCE, REPAIRS AND INSTALLATION SERVICES
FOR THE JACKSONVILLE PORT AUTHORITY**

NO PROPOSAL FORM

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

**Jacksonville Port Authority
Procurement Services
FAX: (904) 357-3077
OR
jerrie.gunder@jaxport.com**

We are unable to submit a proposal 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 “REVISED”
SCOPE OF SERVICES

4.01 GENERAL OVERVIEW

The Jacksonville Port Authority (JAXPORT) is a full-service international trade seaport 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 and specialty cargoes.

JAXPORT’s three marine terminals handled a total of 9.9 million tons of cargo in 2020, including more than 1.27 million TEUs (containers) – making Jacksonville the largest container handling port in Florida – and 550,000+ 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 Intermodal Container Transfer Facilities (ICTF). 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 138,500 jobs in Florida and supports nearly \$31.1 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.

4.02 SCOPE OF SERVICES

Furnish all supervision, labor, material and equipment to complete **RAIL TRACKS INSPECTIONS, MAINTENANCE, REPAIRS AND INSTALLATION SERVICES** for the Jacksonville Port Authority.

A. Monthly FRA Track Inspections:

Blount Island Marine Terminal rail tracks are currently designated as FRA (Federal Railroad Administration) Track Type, Class 1. Contractor shall perform monthly track inspections and maintenance at a Track Type, Class 2 level at Blount Island Marine in accordance with current FRA Track Safety Standards 49 CFR part 213; FRA Roadway worker Protection, 49 CFR Subpart C; and good railroad practices. Good railroad practices include but are not limited to, scheduling inspections a minimum of 10-days in advance, reporting to JAXPORT terminal management when entering and exiting the terminal and furnishing inspection reports within 14-days after each inspection.

Inspectors used by the Contractor shall meet or exceed the qualifications identified by FRA. Contractor shall petition the Federal Railroad Administrator to recognize the person or persons making the inspections. Inspections, reporting and follow up shall include the following items:

1. Prepare required FRA Inspection reports for the track identified in Exhibit 1 of this Request for Proposal, identifying defects as described for Class 1 Track. Two reports shall be filed with JAXPORT; one (1) shall be delivered to the attention of the Terminal Director of Blount Island and one (1) to the attention of the Director of Engineering and Construction Services. Additional reports may be required to be furnished to other JAXPORT personnel.
2. Prepare JAXPORT's Track Inspection Reports within 14-days of inspection. Contractor shall provide a labeled three-ring binder and place all reports into the binder in chronological order for easy reference by JAXPORT personnel. A copy of the Blount Island Marine Terminal Track Schematic and the initial Site Inspection and Track inventory shall be incorporated into the binder.
3. Contractor's responsibility regarding correction of defects discovered in an inspection shall be limited to reporting defects and making a special effort to immediately notify JAXPORT of any defect that requires specific action per the current FRA safety standards. JAXPORT will determine the course of action necessary to address the defects.

B. Routine Track Maintenance:

1. Contractor shall perform routine monthly track maintenance including:
 - a. Cleaning, adjusting and lubricating switches
 - b. Tightening loose bolts in turnouts
 - c. Replacing missing bolts
2. work includes, but is not limited to, furnishing labor, supervision, equipment and materials for lubricating of turn-out fixtures, oiling of tie plates/spikes when subjected to corrosive conditions where ultimate life expectancy of the track is affected, maintenance of wheel actuated mechanical devices and maintenance of track work to concrete interface points. Switch lubricant and other materials required to maintain the tracks shall be provided by Contractor.

C. Surfacing and Leveling of Track:

work includes, but is not limited to, furnishing equipment, labor, supervision and additional ballast as required for resurfacing, aligning and leveling track, frog areas and switching areas. Contractor shall schedule the surfacing and leveling of track work, including maintenance of proper drainage, with proper approval of terminal operations.

D. Crosstie Replacement:

All crossties shall be steel, wood or concrete. work includes, but is not limited to, furnishing new steel, wood or concrete crossties as required and furnishing labor, supervision and equipment for removal and replacement of crossties. Contractor shall schedule crosstie replacement work with proper approval of terminal operations.

E. Rail Track Replacements:

work includes, but is not limited to, furnishing labor, supervision, equipment and materials for removal and replacement of rails, transposing of rails at curves, welding of hi-wear areas of rails, repairs of broken rails and welding of continuous rail. Contractor shall perform rail track replacement work with proper approval of terminal operations.

F. Emergency Repairs, Replacements and Derailments:

Contractor shall be required to be on 24-hour, 365-day, emergency call-out service for repairs, replacements and derailments. The response time for workers to be at the job site for emergency call-outs shall be two (2) hours or less.

G. Switch Points and Frog Areas:

work includes, but is not limited to, furnishing labor, supervision, equipment and materials as required for rework of switch points and frog areas and to build up the work areas to original dimensions.

H. Miscellaneous Items as Directed by JAXPORT:

Contractor shall provide labor, tools, equipment and supervision as requested to perform miscellaneous activities as directed by JAXPORT.

4.03 GENERAL REQUIREMENTS

- A. Contractor shall be responsible for maintaining all rail gauges, surface and leveling of track, crosstie replacement, track replacements, preservation of track fixtures, track bolt inspections/tightening, track work at rail to concrete interface, crossing maintenance repairs, emergency repairs replacements and derailments, switch points and frog areas and miscellaneous items as directed by JAXPORT.
- B. Contractor shall not initiate work without obtaining prior written authorization from the JAXPORT Blount Island Operations Manager or designee. Repair authorization will be per JAXPORT's normal process. For example, during the course of the inspection, a possible problem may be identified by JAXPORT or the Contractor. In either case, JAXPORT will be notified of the problem and then JAXPORT's Blount Island Operations Manager or designee may initiate an authorization to make the repairs.
- C. Contractor shall keep the tracks and all associated equipment in good and safe operating condition during the duration of the contract.
- D. Contractor shall observe all Federal, State and Local Industry Safety Rules, Regulations and Standards. Contractor shall also observe all of JAXPORT's Safety and security rules and regulations as a minimum requirement.
- E. Contractor shall supply a list of names of personnel that have to enter JAXPORT premises for track repairs. Contractor shall keep list current.
- F. Contractor's employees shall have Contractors name and employee number on their hardhat. Contractor shall have its Company logo on the side of its vehicles.
- G. Contractor will be responsible for the control and disposal of any hazardous material.

4.04 MATERIALS/TOOLS

Contractor shall furnish all labor, materials and tooling as prescribed in work scope to complete the authorized task as directed by the Blount Island Operations Manager or designee.

- A. Contractor shall supply, at no extra cost to JAXPORT, all miscellaneous tools and equipment required to perform the scope of work.
- B. All labor materials and workmanship supplied by the Contractor shall be first quality in every respect in accordance with best modern practice and must pass all Federal Railroad Track Administration (FRA) inspections.
- C. The substitution of specified materials without explicit written authorization from the JAXPORT Blount Island Operations Manager or designee is prohibited.
- D. At the time Contractor's representative is preparing an estimate of the job, a required parts list will be given to JAXPORT Inspector, who will advise what material will be furnished by JAXPORT for that job. Any other material furnished by the Contractor will have a percentage markup, as included in the contract. Invoices for the material will be submitted with the service/repair order for approval when the job is completed. Material invoices are subject to comparative shopping by JAXPORT and if excessive differences are found, Contractor's invoice may be reduced.

4.05 SCHEDULE

Contractor and the JAXPORT Blount Island Operations Manager or designee shall initiate a schedule for the track inspection tasks to be performed. No work shall commence without contacting the Blount Island Operations Manager or designee. This schedule will include work to be performed on a straight time basis except in an emergency, which will be authorized by the Blount Island Operations Manager or designee. NOTE: train deliveries can be expected anytime within a twenty-four (24) hour period. If work is ongoing and to a point to where repairs cannot be completed in time, the Blount Island Operations Manager or designee must be notified so CSX can be notified. The Blount Island Operations Manager or designee will schedule and notify CSX Operations when Contractor is performing track work.

4.06 PERSONNEL QUALIFICATIONS

Federal Railroad Administration (FRA) regulation 49 CFR part 214 requires that all independent contractors and employees who are Roadway workers on JAXPORT tracks must receive annual On-Track Safety Training. A Roadway worker is anyone whose duties include inspection, construction, maintenance or repair of: track, bridges, roadway, signal and communication systems, electrical traction systems, roadway facilities or roadway maintenance machinery, on or near track or with potential for fouling track.

4.07 EMERGENCY RESPONSE REQUIREMENTS

Upon JAXPORT's request, the Contractor shall have the ability to provide one-hour (1) or less emergency response time. The response time for workers to be at the job site for emergency call-outs shall be two-hours (2) or less. A list of qualified personnel, track materials and track equipment available for emergency call out within two-hours (2) must be provided to the Blount Island Operations Manager or designee, upon execution of a contract.

4.08 WARRANTY (MAINTENANCE)

Contractor unconditionally warrants to JAXPORT for a period of not less than one (1) year from the date of JAXPORT acceptance that all work furnished under the Contract, including but not limited to, materials, equipment, workmanship, and intellectual property, including derivative works will be:

- (1) performed in a safe, professional and workman like manner;
- (2) free from defects in design, material, and workmanship;
- (3) fit for the use and purpose specified or referred to in the Contract;
- (4) suitable for any other use or purpose as represented in writing by the Contractor;
- (5) in conformance with the Contract Documents; and
- (6) merchantable, new and of first-class quality.

The Contractor warrants that the work shall conform to all applicable standards and regulations promulgated by federal, state, local laws and regulations, standards boards, organizations of the Department of State, and adopted industry association standards. If the work fails to conform to such laws, rules, standards and regulations, JAXPORT may return the work for correction or replacement at the Contractor's expense, or return the work at the Contractor's expense and cancel the Contract. If the Contractor performs services that fail to conform to such standards and regulations the Contractor shall make the necessary corrections at Contractor's expense. JAXPORT may correct services to comply with standards and regulations at the Contractor's expense if the Contractor fails to make the appropriate corrections within a reasonable time. If work includes items covered under a manufacturer's or Subcontractor's warranty that exceeds the requirements stated herein, Contractor shall transfer such warranty to JAXPORT. Such warranties, do not in any way limit the warranty provided by the Contractor to JAXPORT.

If, within the warranty period, JAXPORT determines that any of the supplies are defective or exhibit signs of deterioration, in the opinion of JAXPORT, Contractor, at its own expense, shall repair, adjust, or replace the defective work to the complete satisfaction of JAXPORT. Contractor shall pay all costs of removal, transportation, reinstallation, repair, and all other associated costs incurred in connection with correcting such defects in the work. Contractor shall correct any defects only at times designated by JAXPORT. Contractor shall extend the warranty period an additional twelve (12) months for any portion of the work that has undergone warranty repair or replacement, but in no case shall the maximum warranty extend beyond thirty-six (36) months.

When operational conditions warrant, JAXPORT may repair or replace any defective equipment at Contractor's expense. JAXPORT may repair or replace any defective work at Contractor's expense when Contractor fails to correct the defect within a reasonable time of receiving written notification of the defect by JAXPORT, when Contractor is unable to respond in an emergency situation, or when necessary to prevent JAXPORT from substantial financial loss. Where JAXPORT makes repairs or replaces defective work, JAXPORT will issue Contractor a written accounting and invoice of all such work to correct defects. Contractor's liability to JAXPORT for the costs of removal, transportation, reinstallation, and all other associated costs incurred in connection with correcting defects in the work will be limited to 1.5 times the original installed purchase price of the specific work. Where spare parts may be needed, Contractor warrants that spare parts will be available to JAXPORT for purchase for at least seventy-five (75%) percent of the stated useful life of the product.

Contractor's warranty excludes remedy for damage or defect caused by abuse, improper or insufficient maintenance, improper operation, or wear and tear under normal usage.

4.09 DOCUMENTATION/APPROVAL OF WORK

All payments for labor and material shall be based upon a service/repair order detailing the work completed, material used and hours worked. **The service/repair order furnished by Contractor, shall include the exact hours of service and will be signed/approved by JAXPORT's Inspector upon commencement and completion of the job and at the start and end of each workday for multi-day work. One copy of the approved service/repair order shall be left with JAXPORT Inspector at the time of approval and a priced invoice will be given within ten (10) days after completion of the job.** All final invoicing will be based upon and include copies of the signed service/repair order for each service call or work period and will reference the Contract No. 22-01.

4.10 CONTRACTOR TO BE RESPONSIBLE FOR PROPERTY

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

4.11 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 7% 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.

4.12 HOURS OF SERVICE AND OVERTIME

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

4.13 JAXPORT RIGHT TO MAKE REPAIRS

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

4.14 INSPECTION OF FACILITIES

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

4.15 SUPPLIER PERFORMANCE/CONTRACT MANAGEMENT

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

Overview

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

Objectives

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

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

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

Contract Quality Evaluator (CQE)

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

Frequency of Inspections and Evaluations

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

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