

REQUEST FOR PROPOSAL

RFP No. 23-03



SECURITY GUARD SERVICES

RFP DUE DATE: WEDNESDAY, APRIL 12, 2023 @ 2:00 PM (EST)

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PROCUREMENT SERVICES

2831 Talleyrand Avenue, Jacksonville, Florida 32206

JAXPORT.com/procurement/active-solicitations

REQUEST FOR PROPOSAL NO. 23-03

SECURITY GUARD SERVICES FOR THE JACKSONVILLE PORT AUTHORITY

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REQUESTS FOR DISTRIBUTION SHEETS

Copies of the Request for Proposal (RFP) distribution records may be requested by contacting Procurement Services.

SUBMISSION OF PROPOSALS

Proposals submitted electronically in advance of the time set for opening will be held in the E-Builder Bidding Portal until **2:00 PM (EST)**. Proposers are fully responsible for submittal of proposals. Reliance upon the computer system's reaction time is at proposer's risk. After the proposal due date/time has passed, the submit button will be disabled. **Late proposals will not be received or considered.**

PROPOSAL OPENING PROCEDURES

Depending on the type of project for which proposals are requested, the items read at the opening will vary. Sealed proposals 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 proposals, including exhibits, are subject to the Public Records Law, and a Proposer may not exclude any portion of the Proposal 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.

REQUESTS FOR PROPOSALS RESULTS OR AWARD OF CONTRACT

Proposers desiring a copy of the unofficial tabulation sheet from Procurement Services, which will contain only the items considered necessary by JAXPORT, may request a copy be sent to them by facsimile or email, thirty (30) days after the proposal opening date. Proposers wishing to view proposals 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 Proposers 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.

REQUEST FOR PROPOSAL NO. 23-03

**SECURITY GUARD SERVICES
FOR THE
JACKSONVILLE PORT AUTHORITY**

Proposals will be received by the Jacksonville Port Authority (JAXPORT) via E-Builder Electronic Bid Submission until **2:00 PM (EST)**, on **WEDNESDAY, APRIL 12, 2023**, at which time they will be opened publicly via “*ZOOM*” at:

<https://us02web.zoom.us/j/83417840661?pwd=dUl6cmp6cFhXUHFPY1JEZ05NK0QwUT09>

All Proposals must be submitted in accordance with the Specifications of Proposal Number **23-03**, 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 PROPOSERS**

1.01 GENERAL INFORMATION

The Jacksonville Port Authority (JAXPORT) is soliciting proposals from “Qualified Firms” to provide **SECURITY GUARD SERVICES**. All employees assigned to work under this contract will be required to have a TWIC badge for access at all facilities.

1.02 RECEIPT AND OPENING OF PROPOSALS

The Jacksonville Port Authority (JAXPORT) will receive Proposals until **WEDNESDAY, APRIL 12, 2023 at 2:00 PM (EST)** from companies licensed, qualified and interested in providing **SECURITY GUARD SERVICES**, as per specifications listed on this RFP. These proposals will be publicly opened via “ZOOM” meeting 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/83417840661?pwd=dUl6cmp6cFhXUHFpY1JEZ05NK0QwUT09>

MEETING ID: 834 1784 0661

PASSCODE: 642139

1.03 MANDATORY PRE-PROPOSAL

To ensure that all Proposers are fully informed of the requirements for this Contract, a Mandatory Pre-Proposal meeting will be held on **WEDNESDAY, MARCH 15, 2023 AT 10:00 AM (EST)** via “ZOOM” meeting:

“ZOOM-MEETING” information

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

<https://us02web.zoom.us/j/83791606091?pwd=eG5CVi9ybUc1UTdTTVQweDVNdEd6Zz09>

MEETING ID: 837 9160 6091

PASSCODE: 431876

1.04 DELIVERY OF PROPOSALS

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

The PDF submission file name should read **“RFP 23-03”**. “How to Submit Your Bid Response in E-Builder” is provided as **ATTACHMENT NO. 2**. For additional instructions on how to navigate in E-Builder, click the below link to access the **“Bidders Portal Instructional Training Video”**:

<https://resources.e-builder.net/bidding/e-builder-bidders-portal-instructional-training-video>

Proposals must be submitted prior to 2:00 PM (EST), WEDNESDAY, APRIL 12, 2023. The E-Builder submit button will deactivate exactly at 2:00:00 PM EST and you will not be permitted to submit your proposal regardless of where you are in the process; please plan accordingly.

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

1.05 CONTRACT DOCUMENTS

The Proposer will at its own cost and expense, perform the Services required to be performed in accordance with specifications provided in this Request for Proposal No. 23-03, designated as “Security Guard Services for the Jacksonville Port Authority” (hereinafter the “Specifications”) and strictly in accordance with said Specifications, addenda, requirements of JAXPORT, proposal of said Proposer, and award therefore (herein collectively the (“Contract Documents”), on file in the office of the Director of Procurement Services of the Jacksonville Port Authority, all of which are hereby expressly made part of this Contract by reference to the same extent as if fully set out herein.

1.06 EXAMINATION OF CONTRACT DOCUMENTS

The Proposer is required to carefully examine the sites of the work and the Contract documents. It will be assumed that the Proposer 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.

1.07 OBLIGATION OF PROPOSERS

The Proposer must become fully aware of JAXPORT’s requirements for the Contract. Failure to do so will not relieve a successful Proposer 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 Proposer will be held responsible for having examined the details of the proposed scope of work. The Proposer 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 Proposal will be construed as evidence that all Proposer obligations have been satisfied and no subsequent allowance will be made in this regard.

1.08 QUESTIONS & ADDENDA

Any questions regarding this Request for Proposals (RFP) should be directed to **Sandra Platt** and submitted either by email to sandra.platt@jaxport.com or through E-Builder. Answers to questions will be released in an Addenda directed to all known prospective proposer and advertised on JAXPORT’s website under Active Solicitations.

The deadline for questions will be MONDAY, MARCH 20, 2023 at 12:00 PM (EST).

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 Proposer 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 Addenda to the Contract Documents, which if issued, will be e-mailed to all known prospective proposers. However, it is the responsibility of each Proposer, before submitting its Proposal, to contact Procurement Services at (904) 357-3017 to determine if any Addenda have been issued and to make such Addenda a part of its Proposal. Only the interpretation or correction so given by JAXPORT in writing will be binding, and prospective proposers are advised that only JAXPORT will give information concerning, or will explain or interpret the RFP Documents.

1.09 PREPARATION OF PROPOSAL

- A. Proposal will be submitted via E-Builder Electronic Bid Submission per the attached Proposal Form (**Article III**). All blank spaces must be complete and all the item fields acknowledged prior to submittal. Only the Proposal Form and applicable additional information should be submitted. ***DO NOT SCAN AND SUBMIT ANY OTHER PORTIONS OF THE ORIGINAL JAXPORT PROPOSAL PACKAGE.***
- B. The uploaded Proposals shall contain 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 Proposal. If publications are supplied by a Proposer, the Proposal should include reference to a document number or page number of that Appendix material. Proposals not providing this reference will be considered to have no additional material to be considered during the evaluation process.
- C. An authorized representative shall sign the proposal. If an individual makes the Proposal, 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 Proposal as principal. If a firm or partnership makes the Proposal, the name and address of each member of the firm or partnership must be stated. If a corporation makes the Proposal, an authorized officer must sign the Proposal or agent, subscribing the name of the corporation with his or her own name and affixes the Corporate Seal. 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.
- D. Proposals will be uploaded in accordance with requirements specified in this Request for Proposal. Failure to submit all information requested may result in a proposal being considered “non-responsive,” and therefore may be rejected.

1.10 QUALIFICATION AND SUBMISSION PROCESS

The procurement of Security Services for JAXPORT will follow a phased selection process consisting of submission of Proposals in response to this advertisement. The Proposals developed in response to this advertisement shall focus on demonstrating capability and professional expertise to perform the noted work.

Following the receipt of proposal's, JAXPORT's Director of Procurement Services Services will conduct a review of each response to assure that is responsive and meets the minimum requirement of this RFP. All responses deemed non-conforming or unresponsive will be returned to the Proposer with a brief explanation of the reason for rejection.

Following the initial screening, the Director of Procurement Services will convene the members of the Evaluation Committee that will each independently evaluate and rank each proposal in accordance with the Evaluation Criteria provided herein. Each Evaluation Criterion will have a value from one to the maximum

point value noted for that criterion. The total of a perfect score for the Evaluation Criteria would equal 100 points. JAXPORT is not required to contact a Proposer to obtain additional information to evaluate their Proposal.

Proposers are cautioned to present the best possible offer in their initial response. Failing to do so may result in a Proposer's response not making the shortlist, and not being allowed to proceed with presentations/interviews and final negotiations.

1.11 PRESENTATIONS/INTERVIEWS AND NEGOTIATIONS

At JAXPORT's discretion, a limited number of Proposers shall be shortlisted and will be invited to make presentations/interviews prior to conducting negotiations of best and final rates with the top ranked Proposer(s) and subsequent award of a contract. Such presentations/interviews will be scheduled at JAXPORT's convenience. The presentations/interviews, to be completed only by the shortlisted Proposers, will provide the shortlisted Proposer with the opportunity to specifically present their proposed team's qualifications and experience, their understanding of the challenges and issues facing security at JAXPORT and their approach to addressing potential vulnerabilities likely to emerge from those challenges and issues regarding security at the JAXPORT. JAXPORT will not be liable for any costs incurred in connection with such presentations/interviews.

Upon completion of evaluation of the presentations/interviews conducted by the shortlisted Proposers and based on final rankings of the presentations/interviews, JAXPORT reserves the right to enter into negotiations with the highest ranked Proposer(s). If JAXPORT and the highest ranked Proposer cannot negotiate a mutually acceptable contract, JAXPORT may terminate the negotiations and begin negotiations with the next ranked Proposer. This process may continue until a contract has been executed or all responses have been rejected. The Negotiations Team may be comprised of the same individuals, as were members of the Evaluation committee.

During contract negotiations the top ranked Proposer will be required to provide a best and final schedule of proposed billing rates. Such rates will be used in the negotiation of final billing rates, which shall remain in effect throughout the length of the contract, except such rates as may be adjusted when an amendment to the original agreement is being negotiated or as increases in rates upon renewals which shall not exceed actual increases in the CPI since the date of response to the RFP.

1.12 INSTRUCTIONS AND EVALUATION CRITERIA

It is the sole responsibility of each Proposer to address in its proposal each of the evaluation criteria described herein. Provide with your response any other information, which would be relevant to the application of the evaluation criteria to your proposal. All individual responses received will be evaluated, ranked and shortlisted by the Evaluation Committee based on the criteria provided herein.

The response to each criterion will be evaluated relative to other responses received and awarded a score of one (1) through the maximum points allowed. Proposers are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion. The total of a perfect score for the Evaluation Criteria would equal 100 points.

Failure to provide adequate information on any written criterion will result in lower scores and could result in rejection of the proposal as non-responsive.

The evaluation criteria is set forth below:

EVALUATION CRITERIA		POINT VALUE
A.	Personnel Qualifications and Experience	15
B.	Recent, Current and Projected Work Load	15
C.	Past and Present Record of Professional Accomplishments and Past Record of Performance for Using Agencies	25
D.	Ability to Meet, Design Approach and Work Plan for the Project	15
E.	Billing Rates	30
TOTAL POINTS:		100

SELECTION CRITERIA:

A. PERSONNEL QUALIFICATIONS AND EXPERIENCE - (15 POINTS MAXIMUM SCORE)

Provide an organizational chart delineating the Proposer’s personnel responsibilities and functions associated with the Work. The Proposer must submit an overall schedule of availability of management and supervisory personnel as such exists at that time, including all personnel who are not locally based.

Proposals must contain resumes of all initial key staff personnel available to work on JAXPORT’s engagement. At minimum, each resume shall present the employee’s name, title, years of service with the firm, applicable professional registrations, education, work experience and years of experience in the related field. Resumes shall also identify any specialty or technical training expertise. Resumes should be no more than two (2) pages in length, single sided. If more than two (2) pages are submitted, only information contained on the first two (2) pages will be evaluated by JAXPORT.

Management and Supervisory Staff – Proposer shall provide resumes of the management and supervisory staff to be assigned the Work. The resumes to be provided are as follows: Account Manager, Post Manager, Shift Supervisors, Access Credential Technician, Physical Credential Technician and Communications Technician. Management and Supervisory positions can only serve in one (1) role. Members whose resumes are submitted as a member of the Management and Supervisory Staff must actually perform the Work.

1. **Account Manager:** Soft-styled uniform, salaried position responsible for the administration, management, support and quality control of all of the Proposer’s workforce and security operations in accordance with all terms and conditions of the Contract.
2. **Post Managers:** Soft-styled uniform, hourly position, reports directly to the Account Manager and is responsible for administration, supervision, compliance with JAXPORT’s Facility Security Plans, (FSP) and quality control of the Proposer’s workforce and security operations in accordance with all terms and conditions of this Contract.
3. **Shift Supervisors:** Uniform position responsible for security contract supervision and compliance of post orders for assigned shift-related activities as directed by the Proposer’s Account Manager or Post Manager.

4. ***Access Credential Technician Supervisor:*** Soft-look uniform, hourly position responsible for supervision and processing of appropriate credentials required to access Restricted Access Areas (RAA) in accordance with MTSA regulations, State of Florida Statutes and JAXPORT Access Control Policies and Procedures.
5. ***Security Specialist Technician:*** Soft-look uniform, hourly position responsible for the administrative support of the CCTV and Access Control Systems, in accordance with Access Control Policies and Procedures.

For more detailed job descriptions of all security positions on this contract, please refer to Position Descriptions – **APPENDIX ‘A’ of this RFP.**

B. RECENT, CURRENT AND PROJECTED WORK LOAD - (15 POINTS MAXIMUM SCORE)

Provide number and size of similar contracts currently being performed, number of personnel assigned to each contract and projected personnel availability to fulfill this contract.

- Discuss ability of the Proposer to prosecute multiple concurrent contracts given constant industry turnover history and its current workload.
- Describe the Proposer’s management methodology and oversight, both on-site and off-site.
- Discuss ability to provide qualified, trained, TWIC badged surge personnel in the event of unforeseen conditions or due to industry high turnover rate of security personnel.
- Discuss biggest challenge / barrier/ opportunity the Proposer anticipates facing on this contract.
- Discuss the company’s past growth, recent acquisitions / purchases over the last five years.

Proposer may include charts and graphs to demonstrate the current and projected workloads of the Proposer and may identify or explain the methodology the Proposer will use to adjust for any turnover of security staff or work-hour fluctuations.

C. PAST AND PRESENT RECORD OF PROFESSIONAL ACCOMPLISHMENTS AND PAST RECORD OF PERFORMANCE - (25 POINTS MAXIMUM SCORE)

Provide list of completed engagements and contracts similar in scope to contract under consideration previously performed by the Proposer, over the last five-years (5), and include references of owner's contact person and their contact information. Include any letters of commendation or awards which reflect the professional accomplishments of the Proposer. List only those contracts where the Proposer was the prime firm (not a Sub Proposer).

Responding to this evaluation criterion necessitates that proposers include statements of their past and present record of professional accomplishments or performance:

- (i) Provide a list of current and previous contracts for Marine Terminal Security Services performed and regulated under Marine Transportation Security Act (MTSA) 33 CFR Part 105.
- (ii) Describe the company’s experience in the operation and management of command and control as well as communications centers on a 24/7 basis.
- (iii) Describe the company’s experience in the management of security Access Control Centers under Federal level governance in accordance with supporting policies and procedures.
- (iv) Describe in detail the company’s employee retention strategy for all security guards. Provide current and historical turnover rates for security guards over the last three (3) years.
- (v) Provide current and historical assessment of the company’s performance as it pertains to security failures and violations, liquidated damages and/or penalties assessed over the last five (5) years.
- (vi) Describe your company’s corporate values, mission and vision statements, include company’s human resources policies and procedures.

(vii) Provide a list of past and present record of litigation, claims or link to pending claims, include ID and case number.

D. ABILITY TO MEET DESIGN APPROACH AND WORK PLAN (15 POINTS MAXIMUM SCORE)

Describe in detail how the Proposer will address and provide the full complement of security services listed in this RFP. Details should at a minimum include:

- Implementation/Transition Plan
- Schedule Management & Coverage Planning
- Screening and Hiring Plan
- Officer Training and Threat/Emergency Response Training
- Planned Staffing and Support Plan
- Sample Billing and Management Plan
- Industry Innovations (Electronic Time Clocks and Payroll Software Technology, Management Tracking Systems (GPS), On-line Access 24 /7, and Equipment, Safety etc.)

E. BILLING RATES (30 POINTS MAXIMUM SCORE)

The billing rates provided for each job classification shall include wages, fringes, taxes, benefits, workers compensation, required personnel safety equipment (PPE), per diem, and any other salary burdens or overhead for the workers' employment including a profit.

1.13 ANNUAL PRICE ADJUSTMENT

Contract prices for the work will remain firm through the initial contract period of three (3) years. The Proposer must request a Consumer Price Index (CPI) thirty days prior to the initial contract period Anniversary Date of the contract. If the Proposer fails to request a CPI price adjustment within thirty (30) days of the Anniversary Date, the Proposer will be denied the increase and the Proposer will have to request the CPI again in accordance with this clause. When a timely CPI request is received, JAXPORT will recognize the CPI price adjustment within thirty (30) days after receipt of Proposers' written request and it will be applied for the latest 12-month period).

Unless the Proposer and JAXPORT make other agreements, the annual price adjustment for the contract shall be in accordance with the consumers price index for all urban consumers published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The index used will be the unadjusted percent change of the previous 12 months after the written CPI request is received. In the event the applicable price index publication ceases, the Proposer and JAXPORT shall mutually agree on a replacement index. If the Proposer and JAXPORT fail to agree on a replacement index, the contract shall terminate 90 days following the end of the then current fiscal year.

1.14 BID BOND REQUIREMENT

Each Proposer will furnish with its Proposal a Bid Bond or a Cashier's Check payable to JAXPORT in an amount of Ten Thousand Dollars (\$10,000) as a surety that the Proposal will not withdraw for 90 calendar days from date of proposal opening. Any such checks submitted will be returned after execution of the Agreement and submittal of a contract bond by the successful bidder. If contract bond is not furnished within the time stated herein, the bid guaranty will be forfeited and the contract may be awarded the next low conforming bidder.

If a bid bond is used, it shall be written through a Surety bond agency and with a Surety company meeting the same specifications as those required for contract bonds. The bid bond form provided by the Owner of the Contracting Public Entity shall be utilized.

A Bid Bond must be secured from and executed by a surety duly licensed to do business in the State of Florida. Failure to furnish the bond, including Power of Attorney, if required, may result in rejection of the proposal.

1.15 PERFORMANCE AND PAYMENT BOND REQUIREMENTS

Upon the execution of the Contract, the successful Proposer will be required to furnish a Performance Bond and Payment Bond for 50% of the contract value continuing throughout the full term of the Contract, to guarantee the performance of all terms and conditions stated in the Contract. The Performance Bond and Payment Bond, if not a cash deposit, must be with a surety company acceptable to JAXPORT, authorized and licensed to do business in the State of Florida on the forms provided in these contract documents. The Performance Bond and Payment Bond will be specifically conditioned upon the satisfactory performance of the Contract.

1.16 WITHDRAWAL OF PROPOSAL

Any Proposal may be withdrawn by written request of the Proposer until the date and time set above for opening of the Proposals. Any Proposal not so withdrawn will, upon opening, constitute an irrevocable offer for one hundred eighty (180) days (or until one or more of the Proposal have been duly accepted by JAXPORT, whichever is earlier) to provide JAXPORT the services set forth in the attached specifications. JAXPORT action on Proposal normally will be taken within sixty (60) days of opening; however, no guarantee or representation is made as to the time between the proposal opening and the subsequent JAXPORT action.

1.17 DISQUALIFICATIONS OF PROPOSERS

Any of the following causes may be considered sufficient for the disqualification of a Proposer and rejection of the Proposal:

- A. Submission of more than one Proposal 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 Proposal may be submitted for the company.
- B. Evidence of collusion among Proposers.
- C. Incomplete work for which the Proposer is committed by contract which, in the judgment of JAXPORT, might hinder or prevent the Proposer with complying with the requested scope of services under this Contract if awarded to such Proposer.
- 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 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 Proposals, and, if found to apply to any Proposer, JAXPORT will notify the Proposer that its Proposal will not be considered for an award of the Contract. The Proposer has five (5) business days to appeal in writing this decision to JAXPORT Chief Executive Officer, via the Procurement Department, and the decision of the Chief Executive Officer will be final.
- F. Failure to provide the notarized forms, if any, required in the Proposal documents, and any other requirements listed in Article III. Minor irregularities that do not materially affect the Proposal may be waived at the sole discretion of JAXPORT.
- G. Failure to disclose disciplinary actions taken or pending against the firm within the past three (3) years.

1.18 NON-WARRANTY OF RFP INFORMATION

Due care and diligence has been exercised in the preparation of this RFP 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 proposals.

1.19 CONTINGENCY FEES PROHIBITED

By submitting a proposal in response to this RFP, the Proposer warrants that it has not employed or retained a company or person, other than a bona fide employee or sub proposer, 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.

1.20 REJECTIONS OF IRREGULAR PROPOSALS

Proposals will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate proposals or other irregularities of any kind. JAXPORT reserves the right to waive any non-conformance or irregularities of proposals, or to reject any or all proposals, 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 Proposals, in whole or in part, and to waive any non-conformance or any other irregularities received in said proposal, to reject any and all request for proposals and to accept the proposal which in its judgment will be in the best interest of JAXPORT.

1.21 PUBLIC ENTITY CRIME

Pursuant to Chapter 287 of the Florida Statutes, Proposers are required to complete and submit with their proposals 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 proposal form at the time proposals 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 proposal on a contract to provide any goods or services to a public entity;
- Submitting a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting proposals on leases of real property to a public entity;
- Being awarded or performing work as a Proposer, supplier, sub Proposer, or Proposer under a contract with any public entity; and
- Transacting business with any public entity in excess of Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

1.22 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 proposal on a contract to provide any goods or services to a public entity;
- Submit a proposal on a contract with a public entity for the construction or repair of a public building or

public work;

- Submit proposals 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:
https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/discriminatory_vendor_list

1.23 PROPOSERS REPRESENTATION AND AUTHORIZATION

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

- The Proposer 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 proposal documents, the Proposer, 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.
- Proposer currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The proposal 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 Proposer or potential Proposer, nor they will not be disclosed before the solicitation proposal opening.
- The Proposer 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 Proposer will conform to the specifications without exception.
- The Proposer 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 Proposer, the Proposer agrees that it intends to be legally bound to the Contract that is formed with JAXPORT.
- The Proposer 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 Proposer 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 Proposer 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 facts relating to submission of the proposal. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.
- That the Proposer 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 Proposer is in full compliance with all Federal, State, and local laws and regulations and intends to fully comply with same during the entire term of the contract.

1.24 E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

Proposers are required to complete and submit with their proposals a E-Verify Acknowledgement and Acceptance Form. **Form is provided as “Exhibit C”**. The successful proposer 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 proposers 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 proposer 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.

1.25 NON-DISCRIMINATION PROVISIONS

The Proposer will have all Federal, State, County and local licenses, permits and qualifications as may be required by law and or regulation to perform the described services. The Proposer agrees to comply with all applicable Federal, State and local laws, including;

- A. Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits employment discrimination based on race, color, religion, sex, or national origin; the Equal Pay Act of 1963 (EPA), which protects men and women who perform substantially equal work in the same establishment from sex-based wage discrimination;
- B. The Age Discrimination in Employment Act of 1967 (ADEA), which protects individuals who are 40 years of age or older;
- C. Title I and Title V of the Americans with Disabilities Act of 1990 (ADA), which prohibit employment discrimination against qualified individuals with disabilities in the private sector, and in state and local governments;
- D. Sections 501 and 505 of the Rehabilitation Act of 1973, which prohibit discrimination against qualified individuals with disabilities who work in the federal government;
- E. The Civil Rights Act of 1991, which, among other things, provides monetary damages in cases of intentional employment discrimination;
- F. 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;
- G. 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.

1.26 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.

1.27 PUBLIC RECORDS

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

- (a) Keep and maintain public records required by JAXPORT to perform the services; and
- (b) Upon request from JAXPORT's custodian of public records, provide JAXPORT 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 JAXPORT; and
- (d) Upon completion of this Contract, transfer to JAXPORT at no cost all public records in possession of Contractor or keep and maintain public records required by JAXPORT to perform the service. If Contractor transfers all public records to the JAXPORT 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 JAXPORT upon request from JAXPORT's custodian of public records in a format that is compatible with JAXPORT'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 JAXPORT'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.

1.28 PROTEST PROCEDURES

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

1.29 ESTIMATED QUANTITIES

On the Proposal Form (Article III), JAXPORT sets forth anticipated quantities, estimates or anticipated purchase volumes for Security Services. JAXPORT anticipates that these quantities are reasonable and may not be exceeded. During the bid process, if the Proposer finds any discrepancies greater than 10% of the estimated quantity, the Proposer shall notify JAXPORT in writing of the discrepancy. JAXPORT will check the estimated

quantity and if it is found to exceed 10% of the estimated quantity, JAXPORT will issue an Addendum to the Proposers.

The estimated quantities listed on the Proposal Form are historical and are provided for information purposes only. JAXPORT does not guarantee any total quantity of hours nor does it guarantee the number of resources located at each terminal or location. JAXPORT makes no assurance that the estimated number of hours represents the actual quantities during the entire period of the Contract.

After award of the contract, JAXPORT will make payments upon the actual quantities of work provided and JAXPORT shall not be obligated, in any way, to pay any amounts for quantities other than those actually provided and authorized under this contract, regardless of amount stated in the solicitation. In the event that quantities or scope of work change after the award, the changes to price and/or scope shall be made in accordance with the terms and conditions stated in the Contract documents.

1.30 MATHEMATICAL ERRORS

In the event of mathematical errors in the prices entered on the Bid Form or in the addition of the total bid, the hourly bill rate will prevail. The corrected total bid will be used to determine the lowest qualified Bidder. The award of this Contract will establish the minimum base rate and the Proposers billing rate, which are to be used during the life of the Contract.

1.31 ETHICS

By signing the JAXPORT Proposal Form, The Proposer certified this proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation submitting a proposal for the same work other than a Subcontractor or supplier, and that this proposal is made without outside control, collusion, fraud, or other illegal or unethical actions. The Company shall comply with all JAXPORT's policies and procedures regarding business ethics.

The Proposer shall submit only one proposal in response to this RFP. If JAXPORT has reasonable cause to believe the Proposer has submitted more than one proposal for the same work, other than as a Sub-contractor or Sub-supplier, JAXPORT may disqualify the proposal and may pursue debarment actions.

1.32 EXECUTION OF THE CONTRACT

Before starting and until completion of the contract, the successful Proposer shall furnish the required certificates of insurance, performance bonds and any other requirements to 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 will 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 Proposer, 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.

1.33 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 RFP.

1.34 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the Contract, the provisions of JAXPORT'S Request for Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following

order: 1) Amendments to Contract; 2) Contract **23-03**; 3) Addendum to Proposal; 4) JAXPORT'S Request for Proposal **23-03**; and 5) Proposer's Proposal.

1.35 VENUE

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

1.36 EX-PARTE COMMUNICATION PROHIBITED

JAXPORT believes that any ex-parte communication concerning the solicitation, evaluation, and selection process denies all firms submitting proposals 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 proposal. 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 Proposers/Firms for the purpose of discussing this solicitation, evaluation, and selection process, including, but not limited to, substantive aspects of this RFP;
- 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 proposed 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 elected officials of JAXPORT.

1.37 ENTIRE AGREEMENT

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

1.38 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.

PROPOSER - Any individual, firm or corporation submitting a Proposal for the work contemplated.

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

CONTRACT - The Contract consists of the document labeled “Specifications for **SECURITY GUARD SERVICES** for the Jacksonville Port Authority”, **RFP 23-03** and any Addendum issued before the execution of the Contract; Proposer’s Proposal; 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 1.34.

CONTRACTING OFFICER - Designated JAXPORT individual who provides JAXPORT’s Security Department with Contract information and monitors the administration of the Contract to ensure compliance with terms by both JAXPORT and the Proposer. The Contracting Officer is the only individual authorized to make Contract modifications, subject to Delegation of Authority and Signature Authority Matrix. The Contracting Officer will be the Director of Procurement Services.

DIRECTOR OF PUBLIC SAFETY - Designated JAXPORT individual who is responsible for development and implementation of the JAXPORT Facility Security Plan as executed through assigned port employees, contract security officers, and contract law enforcement personnel. The Director of Public Safety or Designee is responsible for the day-to-day operational and administrative duties associated with contract implementation. The Director of Public Safety or designee coordinates with the Contracting Officer as necessary to ensure compliance with established contract provisions. The Director of Public Safety exercises full operational control of assigned personnel through established organizational supervision. The Director of Public Safety ensures the Contracting Officer is made aware of non-compliance issues by which contract changes are necessary to ensure port vulnerabilities are adequately mitigated. The Director of Public Safety will notify the Contracting Officer when problems arise between JAXPORT and the Proposer that cannot otherwise be resolved. The Director of Public Safety makes recommendations to the Contracting Officer based on security inspections of security procedures and security personnel, which will be made by the JAXPORT Security Staff. The JAXPORT Security Staff has authority to take immediate corrective action and when necessary will notify the Contracting Officer of any security infractions and/or problems noted. All discrepancies noted by JAXPORT shall be corrected within 12 hours by the Proposer.

PROPOSER - The legal person, firm, corporation or any other entity or business relationship with whom JAXPORT has executed the Contract. Where the work “company” is used, it shall also include permitted assigns. Proposer and Company should be considered synonymous for the purpose of this contract.

ACCOUNT MANAGER - Individual designated in writing as the Account Manager with authority to act for the Proposer on all matters, including changes to contract terms. Individual must have the ability to recognize, reinforce and model ethical and compliant behavior. The Account Manager may request in writing that JAXPORT make minor changes to the work with the intent of preventing work disruption.

SECURITY OFFICERS OR SECURITY PERSONNEL - Those individuals meeting the eligibility requirements set forth in this document, and employed by the Proposer to provide Security Services to the Jacksonville Port Authority.

2.02 SCOPE OF SERVICES

To facilitate the overall security of JAXPORT's employees, its facilities and activities by employing a qualified Proposer to perform the various security functions as further defined in this Request for Proposal (RFP). The work to be performed under this Contract is specified in Article IV, Scope of Services, with work to be performed as specified. JAXPORT, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated commission. Changes in the work and the contract fees may only be changed by prior written agreement executed by the parties with proper authorization to do so.

2.03 TERM OF CONTRACT

The term of the agreement for these services is intended to be for a **three (3) year period with two (2) additional, one-year (1) renewal options** made at the discretion of JAXPORT. JAXPORT will award this contract to one (1) Proposer, who will be the designated Prime Proposer and who will be the single point of contact, fully responsible for providing **SECURITY GUARD SERVICES** to JAXPORT.

2.04 CERTIFICATION/PROPOSER QUALIFICATIONS

Proposer must be a qualified and licensed company, that has current experience in providing the types of professional security services required under this Request for Proposal (RFP). The Proposer must become fully aware of the technical specifications, failure to do so will not relieve a successful proposer 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 RFP.

2.05 PAYMENT AND CHARGES

A. All invoices will reference Contract No. RFP **23-03**. A 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. The Company shall submit all invoices for payment in accordance with the payment method agreed upon in the Contract documents. All invoices must include the backup documentation with required signatures as necessary. Failure to submit all required documents will delay payment. JAXPORT will pay the company the amount requested within 30 calendar days after receipt of an invoice from the company subject to the provisions stated below.
- C. JAXPORT may reject any invoice for payment within 30 calendar days after receipt. JAXPORT will return the invoice to the company stating the reasons for rejection. Upon receipt of an acceptable revised invoice, JAXPORT will pay the company the revised amount within 15 calendar days.
- D. Billing shall be on a bi-weekly basis (every two weeks).
1. Invoice shall include a daily break down, by post
 2. Hours and related charges for contract services provided

3. Vehicle charges to be billed bi-weekly

- E. Billing shall be on an hourly basis with increments of a quarter of an hour.
- F. There shall be no shift differential for billing rates.
- G. Weekends shall have the same billing rates as weekdays.
- H. Overtime hours worked to fulfill scheduled hours/posts shall be borne by the Proposer and shall be billed to JAXPORT at straight time. **Proposer workforce members required to work overtime shall be paid at overtime wages at the Proposer's expense.**
- I. Invoices will be summarized by location and post. The invoice will detail the total hours worked by all assigned Contract personnel, with a separate line for each pay grade of employee. The Proposer's compensation percentage (markup) will be applied to the total billable hours for all assigned security personnel. This amount will be the total amount the Proposer will receive above the base wages paid to the security personnel. All vehicles will be billed based on a weekly rate. **Mark-up will not apply to vehicles cost rate per week.**
- J. In order to expedite payments, all billing reports of hours worked along with vehicle usage must be sent to JAXPORT's Director of Security and Emergency Preparedness or his designated representative on a weekly basis. Errors may then be resolved in time for the invoice to be prepared. Discrepancies will be reported to the local office which has the responsibility of making corrections and ensuring the accuracy of the bi-weekly summary invoice.

2.06 OFFSETS

In case the company is in violation of any requirements of the Contract, JAXPORT may withhold payments that may be due to the company, and may offset existing balances with any JAXPORT incurred cost against funds due to the company under this and any other company contract with JAXPORT, as a result of the violation, or other damages as allowed by the Contract documents and applicable law.

2.07 LIQUIDATED DAMAGES

JAXPORT reserves the right to assess liquidated damages against the Proposer for the following reasons, but not limited to:

- A. Providing unqualified officers for coverage at any site.
- B. Failure to have a site or post adequately covered.
- C. Failure to provide the minimum amount of non-business hours site inspections per week (for purposes of this clause, consider one hour per inspection).
- D. Coverage provided in which the officer sleeps, is intoxicated, or otherwise incapacitated physically or mentally, or is unable to perform the duties assigned.
- E. Failure to comply with any clause, requirement or specification of the Contract or any part of it, including but not limited to requirements concerning uniforms and personal appearance of officers.
 - 1. Liquidated damages for A through E. If the Proposer is unable to provide minimal staffing, JAXPORT has the right to obtain security services from another company and deduct a sum of one hundred (\$100.00) dollars per position, per hour for each request for service, or any part thereof for the entire time the need for services exists.
 - 2. When possible, written notice or warning will be given by JAXPORT in situations that may result in

liquidated damages being invoked. Additionally, support documentation will be provided to the Proposer when applicable or available. This does not prohibit liquidated damages from being imposed without warning or notice if the situation dictates such action and previous lack of action does not preclude any future liquidated damages.

3. JAXPORT will deal only with the Proposer in the event any of these liquidated damages are invoked. Proposer itself will be responsible for any insurance claims against its carrier.
 4. Only the Contracting Officer will initiate any liquidated damage assessment and give notice immediately to the Contract Account Manager. The Proposer's Account Manager will have three (3) working days from issuance to take exception to the assessment of liquidated damages. If the Proposer is not satisfied with the results of this exception, the assessment will be referred to the Contracting Officer to review and make a determination, which will be binding and final. No reduction will be made from Proposer's invoices until this final ruling. The Proposer should advise the Contracting Officer, in writing, of any disagreement with this determination, which will be kept in the Contract file.
 5. JAXPORT may withhold payment if the company is in violation of any conditions or terms of the contract documents and may impose a monetary fee up to \$1000.00 per day for each non-conforming event.
- F. Where non-conforming incidents are found to exist, JAXPORT Security will notify in writing to the Account Manager as well as the Director of Procurement & Contract Services of the specific allegation regarding the type of non-conformance. Within three (3) business days from receipt of a non-conformance notice, the Account Manager will provide the Director of Public Safety with a corrective action plan that will include date and time corrections are to be completed.

A single non-conformance incident when identified to RESTRICTED ACCESS AREA control requirements maybe deemed sufficient cause for JAXPORT to terminate the contract. This does not in any way limit JAXPORT's ability to terminate the contract for other contractual failures as determined by JAXPORT.

2.08 RESPONSIBILITIES OF THE PROPOSER

- A. A mandatory post-award conference will be scheduled after the Contract is awarded when the Proposer will furnish the certificates of insurance, copies of licenses and other items required by JAXPORT.
- B. The Proposer will provide services as described in the Contract upon receipt of Notification of Award issued by JAXPORT.
- C. The Proposer is responsible for product quality, timely delivery and responsiveness as listed in Article IV – Scope of Services.
- D. The Proposer will remain liable for all damages to, or incurred by, JAXPORT caused by the Proposer's negligent performance of any of the services furnished under this Contract.
- E. The Proposer represents that it is an independent Proposer and not an employee of JAXPORT, nor are any of Proposer's employees performing services in furtherance of this Contract to be considered employees of JAXPORT. The Proposer 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 Proposer will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Proposer.
- F. The Proposer will designate in writing a qualified person(s) to act as its designated representative. The Proposer's Representatives(s) will have authority to act for the Proposer in all matters covered by this Contract.

- G The Proposer will notify JAXPORT Contact in writing, prior to effecting 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 Proposer will be competent, trustworthy and properly trained. The Proposer 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 Proposer, 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 Proposer'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 Proposer in violation of Contract terms.

2.10 INDEMNIFICATION

To the fullest extent permitted by law, the Proposer will 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 Proposer's work or services under this Request for Proposal; 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 Proposer, Proposer's Subcontractor(s) or anyone directly or indirectly employed or hired by Proposer, or anyone for whose acts Proposer may be liable. JAXPORT reserves the right, but not the obligation, to participate in defense without relieving Proposer 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:
- (1) Comprehensive General Liability - Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Proposers Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.
 - (2) All autos-owned, hired, or non-owned Insurance Limits: \$1,000,000 each occurrence, combined single limit.
 - (3) Workers Compensation/Employers Liability at the minimum of the Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

- (4) Professional Liability - \$2,000,000 per Occurrence
- (5) Umbrella - \$5,000,000 per Occurrence

Minimum underlying coverages shall include Commercial General Liability, Automobile Liability, and Workers' Compensation/Employer's Liability.

- (6) DEDUCTIBLES AND SELF-INSURED RETENTIONS: Any deductibles or self-insured retentions must be declared to and approved by JAXPORT.
- (7) ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a Best's rating of no less than A: VI, and approved to do business in the State of Florida.

- B. The insurance specified above will, either by a separate policy, provisions in the policies or by special endorsements attached thereto, ensure JAXPORT against the risks to which it is exposed as the owner of the premises. The inclusion of JAXPORT as an additional insured is not intended to, and will not make JAXPORT a partner or joint venture with Proposer in Proposer's services at JAXPORT. Such policies will also ensure Proposer against the risks to which it is exposed as the Proposer authorized under this RFP and will be for full coverage without any deductibles and/or retentions subject to approval by JAXPORT and will contain provisions by the respective insurers waiving the right of such insurers to subrogation.
- C. The proof of insurance supplied before execution of this contract will have the words "endeavor to" stricken.
- D. All insurance will be maintained in force until completion of the work and will include an endorsement requiring thirty (30) days prior written notice to JAXPORT's Risk Manager before any change or cancellation is made effective.
- E. Such insurance will be written by a company or companies licensed to do business in the State of Florida and satisfactory to JAXPORT. Before commencing any work under this contract, certificates evidencing the maintenance of said insurance will be furnished to JAXPORT and will be subject to the approval of JAXPORT's Risk Manager, P.O. Box 3005, Jacksonville, FL 32206.
- F. Any sub Proposers of the Company shall procure and maintain the insurance required of the Company hereunder during the life of the subcontracts. Sub Proposers' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Company shall submit sub Proposers' Certificates of Insurance to JAXPORT prior to allowing sub Proposers to perform Work on JAXPORT's job sites.

2.12 PERMITS AND LICENSES

The Proposer shall comply with all licensing, registration and/or certification requirements pursuant to applicable laws, rules and regulations. The Proposer shall secure all licenses, registrations and certifications as required for the performance of the work and shall pay all fees associated with securing them. The Proposer shall produce written evidence of licenses and other certifications immediately upon request from JAXPORT.

The Security Proposer shall comply with:

- A. Chapter 493, Florida Statutes which regulates Private Security Services in the State of Florida, and the delivery of guard services in compliance with Section 311.12 F.S. and 33 CFR part 105 as directed by the United States Coast Guard in meeting its compliance with the foregoing statutory maritime regulation and mandates.
- B. Conflicts between Chapter 493, Florida Statutes and Section 311.12 F.S. shall be resolved by the Florida Department of Agriculture Division of Licensing and the Florida Department of Law Enforcement.

2.13 SECURITY IMPLEMENTATION PROCEDURE – Any person seeking authorization for unescorted access to secure and restricted areas of a seaport must possess a valid Federal Transportation Worker Identification Credential (TWIC). All security personnel must possess a valid TWIC prior to employment at any JAXPORT facility. The cost for the TWIC is the Proposer’s responsibility.

2.14 JAXPORT’S RIGHT TO TERMINATE CONTRACT FOR CONVENIENCE

A. This Contract may be terminated in whole or in part by JAXPORT, with or without cause, upon 30 days’ notice according to this clause whenever JAXPORT may determine that such termination is in the best interest of JAXPORT. Such termination will be affected by written notice to the Proposer stating the date upon which such termination becomes effective. JAXPORT will also have the authority to order that all work under this Contract be suspended until the effective date of the termination.

In the event of termination for convenience, JAXPORT will pay the company for all disbursements and expenses that the company has incurred, or those for which it becomes obligated prior to receiving JAXPORT’s notice of termination. Upon receipt of such notice of termination, the company shall stop the performance of the work hereunder except as may be necessary to carry out such termination and take any other action towards the termination of the work that JAXPORT may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JAXPORT.

JAXPORT will have no liability to the company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, loss of profits, lost opportunities, or resulting change in business condition, except as expressly stated within these contract documents.

B. This Contract is always subject to the availability of lawfully appropriated funds.

C. Upon receipt of a notice of termination the Proposer will notify any subcontractors, if any, and will submit all outstanding invoices for payment within 30 days of the effective date of termination.

2.15 JAXPORT’S RIGHT TO TERMINATE FOR DEFAULT

JAXPORT may give the company written notice to discontinue all work under the Contract in the event that:

- A. The company assigns or subcontracts the work without prior written permission;
- B. Any petition is filed or any proceeding is commenced by or against the company for relief under any bankruptcy or insolvent laws;
- C. A receiver is appointed for the company’s properties or the company commits any act of insolvency (however evidenced);
- D. The company makes an assignment for the benefit of creditors; The company suspends the operation of a substantial portion of its business;
- E. The company suspends the whole or any part of the work to the extent that it impacts the company’s ability to meet the work schedule, or the company abandons the whole or any part of the work;
- F. The company, at any time, violates any of the conditions or provisions of the contract documents, or the company fails to perform as specified in the contract documents, or the company is not complying with the contract documents;
- G. The Company attempts to willfully impose upon JAXPORT items or workmanship that are in JAXPORT’s sole opinion, defective or of unacceptable quality;
- H. The company breaches any of the representations or warranties;

- I. The company is determined, in JAXPORT's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to JAXPORT;
- J. Any material change in the financial or business condition of the company.

If within five (5) days after service of such notice upon the company, an arrangement satisfactory to JAXPORT has not been made by the company for continuance of the work, then JAXPORT may declare the company to be in default of the Contract.

Once the company is declared to be in default, JAXPORT will charge the expense of completing the work to the company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the company. If such expenses are more than the sum that would otherwise have been payable under the contract, then the company shall pay the amount of such excess to JAXPORT upon notice of the expenses from JAXPORT. JAXPORT shall not be required to obtain the lowest price for completing the work under the contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JAXPORT will, however, make reasonable efforts to mitigate the excess costs of completing the work.

The contract documents shall in no way limit JAXPORT's right to all remedies for non-performance provided under law or in equity, except as specifically set forth herein. In the event of termination for non-performance, the company shall immediately surrender all work records to JAXPORT. In such a case, JAXPORT may set off any money owed to the company against any liabilities resulting from the company's non-performance. JAXPORT has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the company regarding its performance prior to default by company for performance related issues.

JAXPORT shall have no liability to the company for termination costs arising out of the contract, or any of the company's subcontractors, as a result of termination for default.

2.16 ASSIGNMENT

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

2.17 SUBCONTRACTS - The Proposer 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 by JAXPORT. The Proposer is fully responsible to JAXPORT for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Proposer. Nothing contained in the Contract Documents creates any contractual relation between any subcontractors and JAXPORT.

2.18 FORCE MAJEURE

- A. Performance of this RFP by both JAXPORT and the Proposer will be pursued with due diligence in all requirements hereof; however, neither JAXPORT nor the Proposer will be considered in default in the performance of its obligations under this RFP 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 affected 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.

2.19 NON-WAIVER

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

2.20 PUBLICATIONS, PHOTOGRAPHS AND COMMERCIAL ACTIVITIES

- A. Proposer will not take any photographs, make any announcement or release any information concerning this Contract to any member of the public, press or official body unless prior written approval is obtained from JAXPORT's Sr. Director of Communications. All Security Sensitive Information (SSI) handled during the execution of JAXPORT Security as defined by 49 CFR Part 1520, will be protected from unauthorized disclosure. Proposer will not share or disseminate SSI without the express written consent of the JAXPORT's Director of Public Safety.
- B. Proposer will not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by JAXPORT. Proposer will not allow its employees to engage in any commercial activities on JAXPORT property without the expressed approval of JAXPORT.

2.21 PROPRIETARY INFORMATION

- A. Proposer will not copy, reproduce or reveal to third parties, except in connection with the work covered in this Contract, any information furnished to the Proposer by JAXPORT without the express written consent of the JAXPORT Director of Public Safety.
- B. Proposer will not use this information on another project. All information or equipment furnished by JAXPORT will be returned to JAXPORT upon completion of this Contract.
- C. Proposer will insert in any sub-contract a restriction on the use of all information furnished by JAXPORT.

2.22 RIGHT TO AUDIT

The Proposer will list all materials, equipment and labor entering into the work and will keep such full and detailed accounts as may be necessary for proper financial management, and the system will be satisfactory to JAXPORT. JAXPORT will be afforded access to all of the Proposer's records, including but not limited to payroll records, training books, training records, employee and subcontractor employment records, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract, and the Proposer will preserve all such records for three (3) years, or for such longer periods as may be required by law, after final payment.

2.23 NOTIFICATION OF SURETY

It is the Proposer's responsibility to notify its Surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds will be adjusted accordingly. The Proposer will furnish proof of the adjustment to JAXPORT.

2.24 COMPANY LABOR RELATIONS

The Proposer shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Proposer shall immediately notify JAXPORT of any actual or potential labor dispute that may affect the work and shall inform JAXPORT of all actions it is taking to resolve the dispute.

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**ARTICLE III
PROPOSAL FORM**

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 following checklist is provided for convenience. The Proposer should carefully review the submittal requirements in the RFP and submit all information requested.

1. Proposal Form – Article III and Article III “Attachment No. 1”
2. Bid Bond Form
3. Acknowledgement of Addenda
4. Conflict of Interest Certificate (Exhibit “A”)
5. Sworn Statement of Public Entity Crimes (Exhibit “B”)
6. E-Verify Compliance Form (Exhibit “C”)

ANNUAL CONTRACT PROPOSAL

FY 2024 – TOTAL PROPOSED EXPENSE	\$ _____
FY 2025 – TOTAL PROPOSED EXPENSE	\$ _____
FY 2026 – TOTAL PROPOSED EXPENSE	\$ _____
SUM OF ALL FISCAL YEARS (2024, 2025 AND 2026)	\$ _____

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 the Proposer has read, understands and will comply with Article 1.21, Public Entity Crime “Exhibit B” and Conflict of Interest Certificate “Exhibit A” of these instructions to Proposers.

ADDENDUM ACKNOWLEDGEMENT

Acknowledgment of the following addenda is hereby made (see Article 1.08)

Addendum No: 1 _____ Date: _____ Proposer's Init. _____

Addendum No: 2 _____ Date: _____ Proposer's Init.: _____

Addendum No: 3 _____ Date: _____ Proposer's Init.: _____

REQUEST FOR PROPOSAL 23-03

**SECURITY GUARD SERVICES
FOR THE JACKSONVILLE PORT AUTHORITY**

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 and will fully comply with such terms and conditions.

Date: _____

Company Name: _____

Authorized Agent's Name: _____

Title: _____

Authorized Agent's Email Address: _____

Vendor is a (check one) : _____ Corporation _____ Partnership _____ Individual

Federal Identification Number : _____

Remittance Address: _____

Telephone Number: _____ E:mail address: _____

Failure to provide above information in stated format will be grounds for rejection of Proposal.

**SECURITY GUARD 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:

JAXPORT
Procurement Services
FAX: (904) 357-3077
OR
sandra.platt@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: _____

**ARTIICLE III
PROPOSAL FORM
SECURITY SERVICES FOR THE JACKSONVILLE PORT AUTHORITY
RFP NO 23-03**

RFP 23-03 Security Services		FY 2024 - Proposed Pricing						FY 2025 - Proposed Pricing (Includes 2% increase to Base Rates)					FY 2026 - Proposed Pricing (Includes 2% increase to Base Rates)				
Ref. #	Positions	FY 2024 Proposed Annual Hours	Proposed FTE's	FY 2024 Base Rates	FY 2024 Proposed Multiplier	FY 2024 Proposed Billing Rates	FY 2024 Proposed Expense	FY 2025 Base Rates	% Increase	FY 2025 Proposed Multiplier	FY 2025 Proposed Billing Rates	FY 2025 Proposed Expense	FY 2026 Base Rates	% Increase	FY 2026 Proposed Multiplier	FY2026 Proposed Billing Rates	FY 2026 Proposed Expense
1	Account Manager	2,080	1	\$29.95				\$30.55	2%				\$31.16	2%			
2	Security Specialist Technician	2,080	1	\$22.52				\$22.97	2%				\$23.43	2%			
3	Post Manager (BIMT and TMT)	4,160	2	\$26.48				\$27.01	2%				\$27.55	2%			
4	Shift Supervisor (BIMT and TMT)	21,632	10	\$17.74				\$18.09	2%				\$18.46	2%			
5	Security Supervisors (Cargo Operations/Cruise)	1,732	1	\$17.74				\$18.09	2%				\$18.46	2%			
6	Security Officers - BIMT	55,744	27	\$16.40				\$16.73	2%				\$17.06	2%			
7	Security Officers - TMT	54,912	26	\$16.40				\$16.73	2%				\$17.06	2%			
8	Security Officers - DPCT	11,839	6	\$16.40				\$16.73	2%				\$17.06	2%			
9	Access Control Manager	2,080	1	\$26.48				\$27.01	2%				\$27.55	2%			
10	Access Control Credential Technician	8,320	4	\$17.43				\$17.78	2%				\$18.13	2%			
11	Access Credential Technician Supervision	6,240	3	\$17.74				\$18.09	2%				\$18.46	2%			
12	Security Officers - TWIC Escort	27,040	13	\$16.40				\$16.73	2%				\$17.06	2%			
13	Ceres Post Manager	2,080	1	\$26.48				\$27.01	2%				\$27.55	2%			
14	Ceres Shift Supervisor	8,736	4	\$17.74				\$18.09	2%				\$18.46	2%			
15	Ceres Security Officers	23,712	11	\$16.40				\$16.73	2%				\$17.06	2%			
16	Totals = 112 FTE's	232,387	112														
Vehicles	Quantity	Weekly Rate Per Vehicle	FY 2024 Vehicles Annual Expense	Weekly Rate Per Vehicle	FY 2025 - Vehicles Annual Expense	Weekly Rate Per Vehicle	FY 2026 Vehicles Annual Expense										
17	Security Operations Center	2	\$_____per wk/each		\$_____perwk/each		\$_____perwk/each										
18	BIMT	5	\$_____per wk/each		\$_____perwk/each		\$_____perwk/each										
19	TMT	4	\$_____per wk/each		\$_____perwk/each		\$_____perwk/each										
20	TWIC Escort Services (BIMT and TMT)	13	\$_____per wk/each		\$_____perwk/each		\$_____perwk/each										
21	Ceres	2	\$_____per wk/each		\$_____perwk/each		\$_____perwk/each										
22	Total Vehicles = 26																
FY 2024 - TOTAL PROPOSED ANNUAL EXPENSE: \$ _____				FY 2025 - TOTAL PROPOSED ANNUAL EXPENSE: \$ _____				FY 2026- TOTAL PROPOSED ANNUAL EXPENSE: \$ _____									
SUBMITTED BY: _____			DATE: _____														
NAME AND TITLE: _____																	
COMPANY NAME: _____																	

**ARTICLE IV
SCOPE OF SERVICES**

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4.0	SCOPE OF SERVICES
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17.0	SECURITY FORCE DUTIES – GENERAL

4.0 SCOPE OF SERVICES

- 4.1 Provide the Jacksonville Port Authority (JAXPORT) with Security Services requirements on a scheduled and as-needed basis at various locations throughout JAXPORT's facilities.
- 4.2 Provide unarmed security workforce, including stationary posts, foot and vehicle patrols, escort and transport of visitors, physical security, administrative support, and workforce management.
- 4.3 Provide security systems and console operations support, including monitoring of the various radio communications, access control, alarm, CCTV, fire, life safety and other integrated security systems; management of the data gathered and reported by these systems; and coordination/facilitation of response procedures and processes.
- 4.4 Hours and related charges for contract services provided to the CERES Marine Terminal are part of this Contract but may be billed and invoiced separately.

5.0 STATEMENT OF WORK

- 5.1 The primary objective of the work is to facilitate security services for JAXPORT employees, facilities, tenant facilities and operational activities by employing a qualified security workforce to perform the various security functions.
- 5.2 The Proposer shall provide a qualified security workforce, training, supervision and equipment in accordance with applicable federal, state and local laws as per the specifications, terms and conditions of this contract. In addition, all security services provided shall conform to the standards of best practices of the private security industry.
- 5.3 The Proposer shall furnish all security workforce, equipment and supplies required to fulfill all contractual obligations, except for JAXPORT-furnished property provided to enhance security services being provided by the Proposer.
- 5.4 The Proposer shall provide security services for JAXPORT twenty-four hours (24) per day, seven days (7) per week including holidays. Service hours will vary by individual post, and all posts will not necessarily require twenty-four (24) hours per day, seven days (7) per week coverage.
- 5.5 Management coverage includes; physical presence of a Post Manager or Post Supervisor at each JAXPORT terminal facility, on a twenty-four hours (24) per day, seven days (7) per week basis, including holidays.
- 5.6 At least one-member (1) of security management staff shall be available, on-call via cell phone, twenty-four (24) hours per day, seven days (7) per week, including holidays
- 5.7 Proposer must provide a call center with a live, single point of contact on a 24/7 basis. Failure to provide a live single point of contact at a designated call center will be grounds for termination of the contract.
- 5.8 JAXPORT reserves the right to add, change or delete facilities and posts as deemed appropriate by JAXPORT and its best interest, without incurring any penalty or charge back.

6.0 SPECIFIC REQUIREMENTS

- 6.1 The Proposer will provide at all terminal locations; an electronic security officer time keeping management system, both hardware and software.

- 6.2 The Proposer will employ a GPS tracking system for stand-alone posts, patrol, and supervisors, that has the ability to log date, time, and location of property inspection points.
- 6.3 Review use of PDF forms. The proposer must have the ability to document responses to incidents and provide scene photographs if required.
- 6.4 The Proposer must maintain a company telephonic single point of contact 24 hours a day including weekends and holidays for managing security officer callouts and JAXPORT requests for services.
- 6.5 The Proposer shall provide a security force that shall be qualified, alert and adequately trained to implement and improve present and future security measures.
- 6.6 Evaluation criteria:

EVALUATION CRITERIA		POINT VALUE
A.	Personnel Qualifications and Experience	15
B.	Recent, Current and Projected Work Load	15
C.	Past and Present Record of Professional Accomplishments and Past Record of Performance for Using Agencies	25
D.	Ability to Meet, Design Approach and Work Plan for the Project	15
E.	Billing Rates	30
TOTAL POINTS:		100

- 6.7 The security force shall perform all security and administrative functions deemed necessary by JAXPORT, including, but not limited to stationary posts; foot and vehicle patrols; response to fire, medical and other emergencies; management/monitoring of, and response to, integrated systems including access control, radio communications, CCTV, burglar, fire, utility, hold-up, life safety and alarm systems; and other security related functions.
- 6.8 See Exhibit 1 for a list of position descriptions and related post-specific requirements.
- 6.9 The Proposer shall advise and make recommendations on a continuing basis to JAXPORT's primary contacts concerning security protection and security issues related to the respective facilities.
- 6.10 All posts shall be inspected by a Shift Supervisor a minimum of once per shift. Policy or procedural violations encountered upon inspections shall be documented and corrected immediately. Documentation of violations encountered during inspections shall be forwarded to JAXPORT Public Safety Management immediately.

- 6.11 Such inspections shall be equally allocated among all shifts. Summaries and any such documentation of inspections shall be communicated to JAXPORT's primary contacts on a monthly status/service report.
- 6.12 The Proposer's Account Manager shall make a minimum of ten (10) separate post inspections per month on an unpredictable schedule, equally allocated among all shifts including day, evening and night shifts, and all terminals, documenting findings and making recommendations for improvements to optimize security at each facility. Inspection reports shall be submitted in writing in an electronic format to JAXPORT's primary contacts on a monthly status/service report.
- 6.13 The Proposer is encouraged to identify ways to reduce the total cost of services provided to JAXPORT, by the use of technology or other operational enhancements. JAXPORT and the Proposer may negotiate Contract amendments that support and allow such reductions in total costs.
- 6.14 The Proposer shall maintain appropriate staffing levels to account for planned turnover, vacations and reasonable absenteeism rates without undue strain to the security workforce, assigned to JAXPORT.
- 6.15 Reduction or increases to the number of security workforce shall be made upon written request from JAXPORT. There shall be no adjustment in Proposer's billing rates based upon an increase or decrease in the number of scheduled hours and/or service sites.
- 6.16 In addition to the established posts, additional security officers may also be requested at any time to provide security for JAXPORT's facilities or service areas. A minimum of five (5) additional security officers shall be qualified, trained, and available within four-hours (4) of JAXPORT's request. JAXPORT shall periodically verify the availability of additional security officers and reserves the right to conduct an announced or unannounced test of this capability once a year.
- 6.17 Proposer must have the ability to provide ten-percent (10%) additional properly licensed and post trained personnel above normal shift manning within ten-hours (10) during increased MARSEC and/or Maritime Security Threat Conditions, or other times as deemed necessary by the Director of Public Safety or Designee. Surge personnel must be current employees who are qualified and certified as per requirements of the contract. Surge personnel, shall not work longer than sixteen (16) hours, and shall have eight (8) hours off-time before the start of another shift cycle.
- 6.18 JAXPORT establishes contingency plans to support mobilization for mitigation, restoration and recovery following disasters and other declared emergencies that affect JAXPORT's ability to continue normal business operations, e.g., a hurricanes or other natural disaster, local government emergencies, fires, terrorist attacks, etc. Following a disaster, the Proposer shall provide appropriately licensed security officers in numbers sufficient to staff a minimum of ten (10) 24x7 posts. JAXPORT shall periodically verify the availability of said security officers. The Proposer shall provide JAXPORT with a formal plan updated annually, outlining the means by which this staffing would be provided.
- 6.19 In the event of any unforeseen or emergency condition, the Proposer shall submit a complete and clear description of their proposed contingency plan. Standard bill rates shall apply.
- 6.20 The Proposer shall maintain and make available upon request by JAXPORT all records included but not limited to due diligence documents, training, time keeping and performance in connection with the duties and responsibilities of security workforce.
- 6.21 Security workforce will identify potentially hazardous conditions and items in need of repair,

including, but not limited to: inoperative or malfunctioning radios, gate arms, alarm points, cameras, doors, fire alarm and fire extinguishing equipment, hardware, software, lights out, lights left on/off, locks, water left running, leaks and spills, and/or reporting same to the proper JAXPORT Public Safety personnel in a timely manner.

- 6.22 The Proposer shall prepare and submit a Proposer's Incident Report for observed Facilities, Operations & Maintenance defects, which need to be addressed by JAXPORT.
- 6.23 The Proposer shall identify and immediately report real or suspected acts of sabotage or suspicious activities that could potentially affect JAXPORT and tenant operations.
- 6.24 The Proposer shall observe, monitor and provide ingress/egress control at assigned post(s). Maintain an ingress/egress log as required for those areas designated by JAXPORT and conduct parking and traffic control.
- 6.25 The Proposer shall prepare and maintain required orders, reports and enter data as needed, including detailed reports documenting security response to all fires, medical and other emergencies, accidents, complaints, incidents, property damage, etc.
- 6.26 The Proposer's workforce shall maintain professional radio discipline and other communications etiquette at all times.
- 6.27 Conduct screenings of incoming / outgoing vehicles and pedestrians to meet requirements of JAXPORT's Facility Security Plans or as otherwise directed.
- 6.28 Notify emergency responders, e.g., police and fire in the event of an emergency and facilitate their expedited access to the facility and to the scene of the emergency. Facilitate the evacuation of facility occupants in the event of an emergency.
- 6.29 Perform other functions as may be necessary in the event of unforeseen circumstances or situations that may adversely affect JAXPORT operations and/or the safety and/or security of its employees, visitors and/or tenant facilities.
- 6.30 The Proposer's security force is prohibited from publicly releasing any information (verbal or written) or report that pertains to the JAXPORT contract without authorization from the Director of Public Safety. This does not preclude the Proposer from complying with a subpoena from an authorized Federal or State Court or Law Enforcement agency.
- 6.31 The Proposer shall submit "sample" copies of Incident Reports, Statement Forms, Counseling / Discipline Reports, Inspection Reports, Employee Pay Voucher and all activity reports or logs for JAXPORT's review along with Proposers' instructions for completing each form or report.
- 6.32 The Proposer shall submit a detailed description of their electronic billing system's lifecycle and submit samples of all billing and invoicing documents used.
- 6.33 Throughout the contract term, the Proposer will be required to attend various meetings and provide periodic status reports. The following is a listing of the planned meetings, and required attendees, for this contract:
 - **Quarterly Contract Meetings** – Quarterly meetings will be conducted for discussing Security Force performance, performance improvements, and any recommendations or suggestions to improve contract procedures and processes.

- **Annual Contract Meetings** - Annual meetings will be held for reviewing annual renewal options and overall annual performance.
- **Required Attendees** – JAXPORT’s Contract Manager(s), Proposer’s Account Manager, Assistant Account Manager(s), and other officer(s) as deemed necessary.

7.0 EMPLOYEE QUALIFICATIONS

7.1 Furnish fully-trained and qualified security workforce to accomplish all work as identified in the Statement of Work (Section 5.0). Honesty, ethical conduct, abstention from conflicts of interest, diligence and positive work attitudes shall be required of all security workforce.

7.2 At the Proposer’s expense, the Proposer shall check and verify personnel qualifications including, but not limited to:

- Shall be a U.S. citizen
- Shall be at least 18 years of age
- Shall be in good health without limitations that would interfere with the performance of duties
- Binocular vision correctable to 20/30 (Snellen or equivalent)
- Able to distinguish colors, i.e., free of color-blindness
- Able to stand for long periods of time
- Be able to use hands and fingers to reach, handle or feel objects, use tools or operate controls
- Able to walk, climb stairs and vessel gangways
- Able to hear an ordinary conversation at a minimum of fifteen (15) feet, with either ear and without the benefit of a hearing aid
- Able to lift 25 lbs., i.e., traffic cones, signs, etc.

7.3 Shall speak, read, write and understand English to the extent of reading and understanding printed regulations, written orders, training instructions and materials, and must be able to compose reports that convey complete and detailed information

7.4 Shall be a high school graduate or have received a GED certificate.

7.5 Shall have a current or temporary State of Florida Department of Agriculture class “D” and class “G” Security Officer licenses as required.

7.6 Shall have a valid State of Florida or Georgia driver’s license (ID Cards not accepted) and be authorized to operate the Proposer’s vehicles.

7.7 Shall have a valid Transportation Workers Identification Credential (TWIC).

7.8 Shall have successfully undergone the pre-employment screening process, including, but not limited to:

- Pre-employment drug screening – At the proposer’s expense, the proposer must use a reputable laboratory facility of the Proposer’s choosing to conduct a 12-Panel Drug Test screen for the basic drugs found in a 10-panel with the added screening of an expanded opiate class (e.g., OxyContin, Percocet, hydrocodone, and oxycodone) as well as an expanded amphetamine class that includes ecstasy, Molly, and MDMA. The 12-panel drug screening is to include the detection of adulterants for all proposer’s workforce to be assigned to JAXPORT.
- At the Proposer’s expense, the Proposer shall conduct random drug screening of at least seven

percent (7%) of the Proposer's workforce each month, utilizing a 12-panel drug screening. Such testing shall be conducted in such a manner as to ensure that all workforce members are screened at least once every eighteen (18) months; however, the screening shall not be predictable. Such testing shall be conducted in such a manner as to ensure that all workforce members selected for random drug screening must be tested within twenty-four (24) hours of notification of selection.

- Drug and alcohol tests will be done on any and all employees who caused or contributed to an incident while at work or on JAXPORT property, or while operating JAXPORT vehicle, machinery or equipment, where any of the following has occurred:
 - A fatality.
 - An accident on or off terminal involving a third party (tenant, vendor, or member of the public) regardless of damage estimate.
 - Bodily injury to employee or a co-worker requiring outside emergency or immediate treatment or hospitalization.
 - Property damage to the owned, leased or controlled property of JAXPORT or a third party in the amount of \$5,000 or above.
- Verification of employment history – Individuals will be disqualified for falsification and/or unverifiable work history.
- A best effort to verify a seven-year (7) employment history is desired; however, a minimum three-year (3) inclusive employment history immediately preceding application is mandatory. Best efforts include activities such as documented attempts to contact previous employers, obtain verification by telephone, letter or other means. Verification of activities during interruptions of employment/school in excess of ninety days.
- Verification of DD-214 for all individuals who have served in the armed forces – Military Dishonorable or Bad Conduct discharges will not be accepted for employment at JAXPORT.
- A seven-year (7) criminal conviction record check, to include information from any and all U.S. governmental areas of jurisdictions (states and counties of residence and employment) and/or agencies required to complete the investigation. Individuals will be disqualified for any felony conviction or registered as a sexual offender; any misdemeanor conviction related to possession of illegal drugs or controlled substances within the past five-(5) years, petit theft, battery; and/or any conviction or charge unacceptable to JAXPORT. All arrests without documented dispositions must be verified before hiring.
- The background investigations must be tracked and reported on an ongoing and continuous basis and repeated at least every five (5) years to maintain compliance. A three (3) year driving history record check, to include information from any and all governmental areas of jurisdictions and/or agencies required to complete the investigation. Individuals will be disqualified for any conviction of DUI or other criminal act involving a vehicle within the previous five (5) years of employment.

7.9 The Proposer shall complete a Due Diligence Form (**APPENDIX C**) and submit a signed copy to JAXPORT Public Safety-Contract Compliance. (Due Diligence-Rewrite)

7.10 The Proposer shall conduct the aforementioned random drug testing, criminal history checks and driving record checks annually, for all security workforce.

7.11 JAXPORT reserves the right to conduct background checks on any current or future security staff at our discretion to the extent deemed necessary by JAXPORT.

8.0 TRANSITION

8.1 Immediately after award of a contract and within ten (10) business days, the Proposer shall submit a transition and phase-in plan detailing what must be accomplished to affect an orderly transition. The plan should include, at a minimum:

- A comprehensive and detailed timetable, broken down by major transition tasks and sub-tasks including the training of security workforce, if any, transitioned from JAXPORT's current contract security vendor.
- A list of Supervisory Personnel to be assigned to this contract with contact and phone information as applicable.

9.0 EMPLOYEE PERFORMANCE STANDARDS

9.1 The Proposer shall conduct a performance evaluation of all security workforce at least once a year. Upon request by JAXPORT, the Proposer shall submit a copy of the performance evaluation form(s).

9.2 The Proposer shall conduct remedial training as necessary for security workforce who demonstrate a lack of ability, knowledge or motivation to adequately perform their assigned duties.

9.3 Security workforce who fail to successfully complete all required training shall not be assigned to any JAXPORT facility. The Proposer shall remove any security workforce member(s) who fail to maintain minimum acceptable levels of knowledge, abilities, skills and duty proficiency.

9.4 Proposer shall immediately, upon request from JAXPORT's Director of Public Safety or Designee remove from JAXPORT contract, any security workforce member(s) whom JAXPORT shall or may object for violation of contract or just cause.

9.5 Proposer shall immediately, upon their knowledge, remove from JAXPORT contract any security workforce member(s) who commits a firearms safety violation.

9.6 Proposer shall immediately, upon their knowledge, remove from JAXPORT contract any security workforce member(s) who is criminally charged or is under criminal indictment. It will be JAXPORT's discretion to allow security workforce member(s) reinstatement onto the contract after disposition of the case.

9.7 Proposer is specifically prohibited from terminating, suspending, or issuing disciplinary action to any security workforce member(s) while on JAXPORT premises.

10.0 PERSONAL APPEARANCE AND GROOMING

10.1 JAXPORT requires a very professional appearance of all Security personnel employed by the Proposer. All personnel working on this contract must adhere to the following grooming standards: Review the proposer's policy.

10.2 All employees shall be well-groomed and present a professional image at all times while on duty.

10.3 Employee's hair cannot extend out excessively preventing a hard hat to be worn when required. In no case shall the bulk or length of hair interfere with the safety of the employee.

10.4 Employees shall be allowed to wear one single small, conservative ball nose stud.

10.5 Employees shall not have Lip / Tongue ring(s), eyebrow ring(s), or any other facial piercings(s).

10.6 Only basic color hair accessories to keep long hair off the collar and out of the face may be worn by

security workforce.

- 10.7 Employees may wear single small, conservative ball earrings, but shall not wear loop, ring, or dangle earrings.
- 10.8 Employees may wear one watch but will not be allowed to wear bracelets unless they are for the purpose of providing emergency medical information.
- 10.9 Makeup, if worn, shall be subdued and natural looking.
- 10.10 Candidates for employment, who have tattoos and/or body art, will be evaluated as to the nature and coverage of the tattoos before a decision to hire is made. Candidates with racially divisive or gang tattoos shall not be selected for JAXPORT positions.
- 10.11 JAXPORT at its discretion will require objectionable tattoos to be covered while on duty or removal of Officers from JAXPORT positions.
- 10.12 Body modification to any visible area while in uniform and/or other authorized business attire is prohibited. Body modifications include but are not limited to:
 - Tongue splitting or bifurcation.
 - The complete or trans-dermal implantation of any object(s) other than hair replacement.
 - Abnormal shaping of the ears, eyes, or nose. (Exception: accidental, sports injuries, birth defects)
 - Abnormal filing of the teeth.
 - Contact Lenses - Contact lenses, if worn, shall be natural eye color. Red, orange, silver and other unnaturally, colored contact lenses, or colors when worn that create an unnatural eye color, and contact lenses with graphic designs of any kind, are prohibited.
 - “Gauging” of the earlobe is prohibited. Injury - Nothing in this policy is to be construed as prohibiting body reconstruction or modifications to correct/improve a deformity and/or an injury.
 - Dental Prosthesis – The immediately visible teeth of the member shall be natural, or if a prosthesis, be of natural color. Dental adornments such as figures, symbols, or coating in unnatural colors are prohibited. Note: Metallic crowns are not prohibited.

11.0 TRAINING

- 11.1 At the onset of the contract, JAXPORT shall issue to the Proposer their organization-specific post orders and the associated position description(s) that will be required to fulfill that specific post. JAXPORT will also identify the appropriate starting tier level (base rate) that will be paid to all security workforce that are assigned to each particular post.
- 11.2 Before being assigned to JAXPORT’s Contract all potential security workforce candidates(s) shall be interviewed by the Contract Manager and Post Manager at a JAXPORT MTSA facility site before selection.
- 11.3 The Contract Account Manager shall have full authority in making assignments to JAXPORT’s Security Contract.
- 11.4 Before being assigned to any JAXPORT post(s) designated as requiring Maritime Transportation Security Act (MTSA) - certification for Personnel with Security Duties, 33 CFR 105.210, all individuals, regardless of job title, must complete all mandated MTSA training and achieve the requisite certification(s) at the Proposer’s expense by a recognized and approved Certified instructor or web based training by the Maritime Administration, United States Coast Guard, Florida State

Department of Agriculture. In addition to mandated recertification / refresher training, the Proposer shall conduct and document, in writing, quarterly on-the-job general MTSA and JAXPORT-specific quizzes. Immediately after award of a contract, the Proposer shall submit a complete and clear description of their proposed MTSA 33 CFR 105.210 training plan.

- 11.5 Before being assigned alone to any JAXPORT post designated as requiring MTSA-certification, all contract personnel shall receive a minimum of four-hours (4) of facility-specific MTSA requirements and orientation from a Shift Supervisor, Post Manager, or the Account Manager. Appropriate refresher training shall be conducted and documented, in writing, on-the-job annually.
- 11.6 Before being assigned alone to any JAXPORT post, all security work force shall receive a minimum of four (4) days or thirty-two (32) hours on-the-job orientation and training accompanied by a Shift Supervisor or Designee. The Proposer shall develop a field training program, which must be approved by the Director of Public Safety or designee, such approval to be not unreasonably withheld. This training shall include orientation to all posts.
- 11.7 Topics of field training plan will include but not be limited to:
- Chain of Command
 - Safety
 - Proposer SOP and JAXPORT Post Orders
 - Access Control Procedures and Document Verification
 - TWIC Escorting
 - Forms and Logs
 - Equipment Familiarization
 - Scheduling
 - Security Awareness
 - Cargo Handling
 - Vehicle Inspection Procedures
 - Communications Procedures
 - Patrol Techniques and Responsibilities
 - Traffic Control Techniques
 - Emergency Procedures
- 11.8 The Post Manager shall be required to provide written notification to the JAXPORT Account Manager announcing that an officer in training has successfully completed the training program and that the security officer is competent to stand a post at JAXPORT. This written notice shall be signed and dated by the Post Manager and filed in the employee's personal file.
- 11.9 Promotion from Officer to Supervisor requires successful completion of a Red Cross a First Aid / CPR/ AED Certification and the Proposer's In-House Continuing Security Personnel Development and Supervisory Training program or Certification as a Protection Officer (CPO) as administered by the International Federation of Protective Officers (IFPO). Supervisors must be certified by FEMA in National Incident Management System (NIMS) FEMA IS-700, Incident Command System (ICS) FEMA IS 100B, IS 200 and S-906: Workplace Security Awareness.
- 11.10 The in-service training / testing curriculum should be designed to sustain and/or add value to the services provided by the Proposer.

- 11.11 The Contract Account Manager, will be responsible for maintaining up to date personnel training and discipline files of each contract employee.
- 11.12 The Contract Account Manager will develop and maintain an Employee Training Spreadsheet documenting employee security training requirements and continuing training accomplishments.
- 11.13 The Proposer shall establish, coordinate and provide on-demand, any and all training and certification documents for each assigned employee.
- 11.14 JAXPORT reserves the right to develop, schedule and require security workforce to attend and successfully complete various in-house service training sessions. JAXPORT shall bear all costs, except overtime, related to development and scheduling of its own in-house service training sessions.

12.0 COMPENSATION

- 12.1 With the exception of holidays, as set forth in Article 12.4, below, overtime hours worked by security workforce to fulfill scheduled hours / posts shall be borne by the Proposer and shall be billed to JAXPORT at straight time. Security workforce required to work overtime on behalf of the Proposer shall be paid at overtime wages at the Proposer's expense.
- 12.2 Proposer's work force who are directed and required to perform duties by JAXPORT that will exceed their forty (40)-hour work week may be authorized overtime with prior written approval from the Director of Public Safety or Designee.
- 12.3 All security workforce working scheduled holidays shall be compensated by JAXPORT at the overtime rate of one and one-half (1½) times their normal rate of pay beginning at the start of the actual holiday day (12:01 a.m.).
- 12.4 JAXPORT reserves the right to require minimum or reduced staffing during holidays. The following ten holidays shall be scheduled holidays: New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve and Christmas Day.
- 12.5 Should additional posts not included in this Request for Proposal be required by JAXPORT, the cost of additional security workforce shall be based upon the unit prices provided by the Proposer herein. All billable hours are to be billed at the classification of that particular post.

13.0 BENEFITS

- 13.1 The Proposer shall provide an effective, motivated and professional security work force. A competitive benefits package is one of several drivers of the quality of a work force, thus benefits should be such to achieve high performance and low turnover.

14.0 UNIFORMS, EQUIPMENT AND VEHICLES

- 14.1 Provide a clean set of uniforms that meet the requirements of Florida Statute 493.6305.
- 14.2 Provide all security workforce: Military-style uniform shirts (not white) and uniform trousers in sufficient quantity and quality to ensure security workforce have clean uniforms in good condition at all times. NOTE: Security workforce shall wear black leather safety shoes, in good condition, with no conspicuous branding or logos.
- 14.3 Foul-weather gear (raincoat and boots) in sufficient quantity and of a type to ensure that all security workforce have adequate protection from the elements in the course of performing their duties. Cold weather and rain jackets shall bear the word "SECURITY" across the back in capital, block letters not less than four inches in height and in black or white to clearly contrast the color of the jacket.
- 14.4 ANSI Personal reflective vest (Mandatory to wear on the field) which shall bear the word

“SECURITY” across the back in capital block letters not less than four inches in height and in black to clearly contrast the color of the jacket.

- 14.5 ANSI Hard Hats and safety glasses in sufficient quantity to ensure that all security workforce have access when required.
- 14.6 Uniform Web belt, radio holder/holster, flashlight holster, glove case all in black nylon web.
- 14.7 A name badge at minimum bearing the individual’s last name.
- 14.8 A traffic / emergency alert whistle.
- 14.9 All security workforce shall be inspected by a Shift Supervisor or member of the Proposer’s management at least once per shift for compliance and uniformity. Violations of dress code standards shall be documented and immediately corrected before the individual’s next scheduled shift. Severe violations may, at JAXPORT’s or the Proposer’s discretion, require that the individual be relieved of duty until the violation is corrected.
- 14.10 The Proposer’s name / logo shall appear on the uniform only to the minimum extent required by applicable State of Florida security licensing regulations.
- 14.11 The Proposer shall issue soft style uniforms to the security workforce assigned to administrative posts. Posts will include personnel assigned as Managers, Physical Security Specialists, and Access Control Specialists.
- 14.12 The Proposer shall issue to all security workforces working at the entry gates a Kevlar type protective sleeve to guard against burns from trucks hot exhaust pipes.
- 14.13 The Proposer shall issue security workforce assigned to administrative posts; soft-style uniforms in sufficient quantities and at least one complete Military-style uniform along with foul weather gear and required equipment to conduct assigned duties.
- 14.14 **EQUIPMENT** - **The Proposer shall provide:**
- Computers with sufficient technology to use the World Wide Web for designated management staff to perform functions internal to the Proposer such as payroll, confidential internal e-mail, communications and training. Florida has a broad public records law and confidential internal Proposer information transmitted over a JAXPORT computer could be subject to disclosure.
 - High lumen flashlights and batteries in sufficient quantity to ensure that all security workforce shall carry a working light in the course of performing their duties.
 - Maintain a 2-ton vehicle floor jack and lug wrench at each terminal.
 - Cell phones on a full-time take home basis for Account Manager and Post Managers.
 - Cell phones for all Shift Supervisors and Physical Security Specialists during working hours.
 - Access to gloves, N95 type safety masks, hand sanitizing solution
- 14.15 **EQUIPMENT** - **JAXPORT shall provide:**
- Portable two-way radios in sufficient quantities.
 - JAXPORT Access Badges and necessary keys.
 - Office space and furniture.
 - As authorized by JAXPORT: Computer access, desk telephones, e-mail and other necessary office and software applications and equipment to be used for JAXPORT’s related business purposes only.
- 14.16 **VEHICLES** - **The Proposer shall provide:**

- Vehicles to ensure that at any and all JAXPORT posts that require a vehicle shall have an appropriate and properly operating vehicle available at all times. The vehicles to be used shall be:
- Economy size cars, SUV(s), Van(s) 6-8 passengers' type and Pickup Trucks with automatic transmission.
- The vehicles provided by the Proposer must not exceed three-years (3) old, effective from the date of the contract.
- Vehicles will be inspected by the Proposer daily. JAXPORT reserves the right to request serviceability reports as needed.
- Vehicles will be clearly marked "Security" on both sides with company name.
- Yellow and green strobe or similar style yellow and green light bars
- Spotlights attached or hand held in all vehicles.
- Fire extinguisher in each vehicle maintained in accordance with NFPA standards.
- Adjustable personal flotation device USCG approved
- Hard Hat in each vehicle

14.17 Two (2) vehicles (SUV or Pickup Trucks) at Security Operations Center.

- Contract Account Manager (SUV)
- Physical Security Specialist Technician (Pickup Truck)

14.18 Two (2) vehicles (SUV or Pick Up Truck) at CERES Marine Facility.

- Post Manager (SUV)
- Patrol / Rover (Pickup Trucks)

14.19 Six (6) vehicles at Talleyrand Marine Terminal.

- Post Manager (SUV)
- Shift Supervisor (SUV)
- Patrol / Rover (2) (Pick Up and SUV)
- TWIC escort (2) (SUV and Van)

14.20 Fifteen (15) vehicles at Blount Island Marine Terminal.

- Post Manager (SUV)
- Shift Supervisor (SUV)
- Patrol/ Rover (2) (Pick Up and Van)
- TWIC Escorting (11) (Car or SUV)

14.21 Provide additional vehicles as requested by JAXPORT. The cost of additional vehicles shall be based on the established prices of the contract.

14.22 All other operating and maintenance costs, including the manpower costs for transportation to a repair facility, shall be the responsibility of the Proposer. Vehicles shall be used for no other purpose(s) other than to directly service the JAXPORT account.

14.23 Vehicles assigned to JAXPORT are for JAXPORT's use only. Assigned vehicles shall not be used as back-up vehicles to augment other terminals/sites, unless authorized by the Director of Public

Safety or Designee.

- 14.24 Should a contracted vehicle breakdown and repairs are expected to take longer than 24 hours a replacement vehicle will be assigned as soon as possible, but no later than 8 hours after discovery of repair requirements.
- 14.25 Any security workforce required to be assigned to service vehicles off site will sign off the JAXPORT contract pay roster and notify JAXPORT Security Operations via radio of their assignment.

15.0 PROPOSER PERFORMANCE METRICS EXECUTIVE REVIEW

- 15.1 Security workforce shall not be permitted to work more than sixteen (16) consecutive hours in any twenty-four-hour (24) period, nor more than twenty-four hours (24) in any forty-eight hours (48) period, nor more than seventy-two hours (72) in any seven-day period. In instances of Disaster Recovery efforts or similar unforeseen circumstances, these restrictions may be modified by mutual agreement between the Proposer and JAXPORT.
- 15.2 By no later than the third business day of each month, the Proposer shall submit to JAXPORT a report showing:
- Number of scheduled hours that were not staffed the previous month.
 - Number of security workforce who left the JAXPORT account for any reason the previous month.
 - Number of security workforce who were added to the JAXPORT account for any reason the previous month.
 - Employee turnover rate for the previous month.
 - Individual and total overtime hours worked by security workforce to fulfill scheduled hours / posts for the previous month.
 - Individual and total overtime hours worked by security workforce to fulfill unscheduled hours /posts for the previous month.

16.0 PERFORMANCE STANDARDS / PENALTIES EXECUTIVE REVIEW

- 16.1 In the event a civil and/or criminal penalty should be levied against JAXPORT by any federal, state, or local authority empowered to impose such penalty due to the misconduct of security workforce or due to the failure of security workforce to perform their duties in accordance with established procedures, the Proposer shall reimburse JAXPORT for the amount of the imposed civil and/or criminal penalty, plus ten percent (10%), and reasonable attorney fees and court costs, when applicable.
- 16.2 Any security officer standing post at JAXPORT found to not have a valid State of Florida “D” and/or “G” License, when required, is to be removed from JAXPORT posts immediately. If the discovery of the violation is the direct result of an inspection by any regulatory or law enforcement agency the Proposer will be considered in violation of the contract and required to immediately provide an action plan to rectify the situation.
- 16.3 Any security officer whose State of Florida “D” and/or “G” license is listed as “administrative action pending”, “recommend denial”, “revocation pending” or any other adverse status shall be reported to JAXPORT for evaluation.
- 16.4 After the initial ninety days of the Contract, if more than fifteen percent (15%) of the security workforce assigned to the JAXPORT account leave in any given month, the Proposer shall have until the fifteenth of the following month to provide JAXPORT with a detailed, written plan describing the actions to be taken to reduce turnover.

- 16.5 In addition to liquidated damages provision and after the initial ninety days of the Contract, if more than fifteen-percent (15%) of the security workforce assigned to the JAXPORT account leave in each of any three or more months of a rolling twelve-month period, **the Proposer shall credit JAXPORT one thousand dollars for each month of the rolling twelve-month period in which the fifteen-percent (15%) was exceeded.** A corresponding credit shall appear on the invoice of the following month.
- 16.6 After the initial ninety days of the Contract, if the annualized turnover rate, as determined by JAXPORT, exceeds fifty percent (50%), the Proposer shall have thirty days to provide JAXPORT with a detailed, written plan, including a timetable, describing the actions to be taken to reduce turnover.
- 16.7 After the initial one-hundred and eighty (180) days of the Contract, if the annualized turnover rate, as determined by JAXPORT, exceeds sixty percent (60%) in each of any three or more months of a rolling twelve-month period, JAXPORT, at its sole discretion may terminate the Contract.
- 16.8 In order to fulfill JAXPORT's security requirements established in this contract, JAXPORT reserves the right to obtain supplemental services to address any shortages of staff, without incurring any penalties or charge backs.

17.0 SECURITY FORCE DUTIES – GENERAL

- 17.1 The Proposer will ensure that the requirements in these specifications are fulfilled as intended and designed to protect JAXPORT's assets against incidents of acts of terrorism, assault, sabotage, fire, property damage, arson, theft, unauthorized access, trespass, etc. This responsibility includes controlling access, determining the extent of threatening situations against persons or property, assessing the appropriate response to such threats, and taking appropriate action, including summoning fire and medical emergency services personnel, law enforcement authorities and/or security reinforcements. The Contract also requires management and operation of large-scale integrated access control and communications security systems.
- 17.2 General duties of the security workforce include performance of all necessary security functions and such related activities deemed appropriate by JAXPORT. These functions include, but are not limited to:
- 17.3 Monitor and operate sophisticated electronic security and related systems, e.g.; access control, communications, alarm, CCTV, fire, life safety and other integrated security systems.
- 17.4 Promptly respond to, report, investigate and document incidents of breaches of security, disturbances, theft, fire, medical emergencies, vandalism, or other security-related acts involving JAXPORT employees, tenant facilities when requested, visitors, or property. Preserve the scene or evidence. Notify, record, and report full details of such situations to appropriate JAXPORT personnel in accordance with established JAXPORT guidelines and procedures.
- 17.5 Promptly respond to all requests from appropriate JAXPORT and/or security workforce needing assistance to prevent acts of physical violence, vandalism, theft, or other disturbances. Promptly notify Security Operations Center of all such requests in accordance with established JAXPORT guidelines and procedures.
- 17.6 Perform building security checks/patrols, conduct water and fire watches by foot or motorized patrols.
- 17.7 Perform required and random vehicle/personnel screening operations at access control points, piers/warves and any other location as required by JAXPORT.
- 17.8 Provide access to lobby entrance(s) and internal secured areas as directed and in accordance with established JAXPORT guidelines and procedures.
- 17.9 Continuously monitor areas protected by alarm systems and CCTV. Maintain access logs, records of

inspection and testing, visitor registration, records of building security checks/patrol, and key control records in accordance with established JAXPORT guidelines and procedures.

- 17.10 Immediately respond and maintain security during situations or incidents that threaten the security of the facility and/or its personnel. The security workforce shall be trained effectively for a variety of incidents such as bomb threats, theft, equipment sabotage, intrusions, and other acts or incidents adversely affecting the security of JAXPORT personnel and facilities.
- 17.11 Cooperate fully with any investigation of a contractual or security related matter.
- 17.12 Perform additional security services and render assistance as necessary for special needs of the facility due to: special events, emergency drills or exercises, emergencies, adverse weather conditions, and similar causes as required.
- 17.13 When authorized, participate in routine matters, e.g., patrolling and observing cargo storage areas; receiving and making telephone calls; receiving, safeguarding, and turning over to the appropriate person's official mail and messages.
- 17.14 As required, transport merchant mariners, non-TWIC customers, and others to/from vessels and tenant facilities.
- 17.15 Proposer shall perform the security services so as not to unreasonably interfere with JAXPORT's operation of its facilities or JAXPORT's tenant business operations.
- 17.16 Proposer shall provide adequate supervision to assure that duties as set forth in the contract are performed as required.
- 17.17 The Proposer shall provide supervisory or management personnel regularly available on a 24/7 basis.
- 17.18 The Proposer shall identify the Account Manager who shall be in charge of said contract, and equipped to support and administer Proposer's duties under this contract.
- 17.19 The Account Manager shall be located at JAXPORT. In addition to site inspections required in the specifications, the Account Manager shall exercise on-going oversight of security workforce and coordinate communications with JAXPORT management.
- 17.20 The Account Manager shall oversee the administration of the contract, to resolve any problems, including billing and invoices, conduct on-going evaluation of performance, and monitor compliance of security personnel in accordance with the requirements of the Contract.

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APPENDIX 'A'

POSITION DESCRIPTIONS

Position descriptions are provided as both a means to determine the general responsibilities of specific work assignments, and as a guide or standard by which to evaluate the performance of personnel assigned to each position. Some listed responsibilities may not apply to all officers with that particular position description. The actual duties of the position are further determined by the requirements of each site-specific post assignment. The following descriptions are not intended to be all-inclusive.

1.0 ACCOUNT MANAGER - (Reference to Line No. 1 on the Proposal Form)

Minimum Requirements: In addition to the qualifications as a Security Officer, this soft style uniformed, salary position is responsible for administration, management, support, and quality control of all of the Proposer's workforce and security operations in accordance with all terms and conditions of the Contract.

- 1.1 Applicants for this position must be approved by the Director of Public Safety and/or designee, which will include a review of a resume(s) and interview process.
- 1.2 Applicants must possess a minimum of five years (5) of specialized security experience (military/civilian) with knowledge of Florida State Statute 493, 311.12 and 33CFR 105, including security laws, regulations, and principles.
- 1.3 Must be able to handle law enforcement sensitive and criminal information in the course of performing daily duties.
- 1.4 Must be 33 CFR Part 105.205 qualified and hold a valid Class "D" license.
- 1.5 Must have knowledge of supervisory concepts, practices and procedures and available to supervise telephonically or respond to security/safety incidents when required.
- 1.6 Must be certified by FEMA in National Incident Management System (NIMS) FEMA IS-700, Incident Command System (ICS) FEMA IS 100B, IS 200 and S-906: Workplace Security Awareness.
- 1.7 Shall have the authority necessary to carry out administrative, management and oversight duties.
- 1.8 Shall recommend any and all enhancements to JAXPORT's security program and operations.
- 1.9 Shall review, approve and maintain all documents and records prepared by the Proposer's workforce in the performance of their duties.
- 1.10 Shall have the ability to use computer security technology (software/hardware) in the performance of his/her duties.
- 1.11 Shall draft Proposer policies and procedures for implementing operational duties and develop JAXPORT's training programs.
- 1.12 Shall ensure the workforce is scheduled in the most cost-effective and efficient manner to reduce Proposer's overtime or failure to cover all posts.

- 1.13 Shall have authority to resolve security-related concerns of JAXPORT.
- 1.14 Shall implement and manage JAXPORT's security training program for all security personnel.
- 1.15 Shall ensure compliance of all operational staffing requirements, of the contract, including proper staffing and scheduling requirements.
- 1.16 Shall maintain regular daily liaison with JAXPORT's Security Staff, to improve security operations and quality of performance. Shall resolve or correct all complaints or concerns within a reasonable time frame and scope of authority.
- 1.17 Shall maintain workforce discipline and morale via proactive management techniques.
- 1.18 Shall ensure that written employee evaluations are submitted in a timely manner and must participate in oral reviews of performance as required.
- 1.19 Shall prepare written documentation of employee's performance/non-performance, including interviews, investigations, and preparation of reports as required.
- 1.20 Shall suspend, remove or otherwise discipline employees where appropriate or when recommended by JAXPORT Director of Public Safety or Designee.
- 1.21 Shall track turnover of the JAXPORT's security workforce and must notify JAXPORT management immediately, when any employee with access to JAXPORT facilities terminates employment with the Proposer.
- 1.22 Shall prepare reports in accordance with Contract requirements and as required by Proposer and/or JAXPORT.
- 1.23 Shall conduct inspections of the Proposer's security workforce on all shifts in accordance with Contract requirements to measure competency, appearance, and morale. Shall report findings and prepare recommendations to Proposer's District, Regional, or Corporate Headquarters and JAXPORT.
- 1.24 Shall conduct interviews and process applicants seeking employment at JAXPORT facilities and advise the Proposer's district, regional, branch, or corporate headquarters whether or not the potential employee is suitable for placement on the JAXPORT contract. Deviations from this contract placement process must be approved by the Director of Public Safety or Designee.
- 1.25 Shall cooperate in all investigations concerning allegations of security failures and safety violations or unauthorized acts of ethical conduct from security workforce and/or others affecting security and/or safety at JAXPORT facilities. The Account Manager shall conduct the investigation and prepare timely reports for JAXPORT, including the results of the investigation.
- 1.26 Shall manage the Substance Abuse Prevention Program to include oversight of testing and analysis in accordance with Contract requirements.
- 1.27 Shall initiate, distribute, and implement, post, and/or special orders for the security workforce.
- 1.28 Shall assure that any directives or orders given to the security workforce do not contradict, conflict, or interfere with federal, state, and/or local regulations, or JAXPORT's requirements.
- 1.29 Shall coordinate with Proposer's District, Regional, or Corporate Headquarters when necessary to

provide additional resources, when needed in support of the requirements of the Contract and services to be provided to JAXPORT.

- 1.30 Shall visit each facility in accordance with the Contract requirements (more frequently if needed or as requested by JAXPORT) for the purpose of identifying or monitoring any concerns or allegations pertaining to the operations or administration of the security workforce. All visits will be documented in a report showing the location, persons contacted, items discussed, and any actions taken. Reports are to be forwarded in accordance with the Contract requirements.
- 1.31 Shall maintain accurate, detailed, and complete reports to support and substantiate all invoices submitted to JAXPORT.
- 1.32 Shall provide JAXPORT with up-to-date resumes of key management personnel in its Local, District, Regional, or Corporate Offices and as changes in personnel occur.
- 1.33 Shall respond 24/7 to all reports of non-compliance in accordance with terms and conditions of the contract.
- 1.34 Shall immediately notify JAXPORT Director of Public Safety or Designee in the event a Contract employee of their intention to resign their employment or are otherwise terminated by the Proposer. JAXPORT will assess any inherent risk in allowing said employee(s) to continue their employment on JAXPORT property.
- 1.35 Maintain a positive attitude and refrain from derogatory involvement directed towards or about any coworkers, any member of the chain of command, and/or any position associated with JAXPORT and/or the security contract.
- 1.36 Shall refrain from the use of any tobacco, snuff, chewing tobacco or electronic e-cigarette/vaping apparatus except in designated areas
- 1.37 Must maintain a valid driver's license and meet the Proposer's requirements to operate their vehicles.
- 1.38 Shall not solicit or accept any gratuity, gift or compensation in any form.
- 1.39 Shall perform other duties as assigned or directed.

2.0 POST MANAGERS (BIMT, TMT AND CERES) - (Reference to Lines No. 3 and 13 on the Proposal Form)

Minimum Requirements: In addition to the qualifications as a Security Officer, this uniformed hourly position reports directly to the JAXPORT Account Manager and is responsible for administration, supervision, compliance with JAXPORT's Facility Security Plans (FSP) and quality control of the security workforce at JAXPORT facilities. This position requires overview of only one JAXPORT facility.

- 2.1 Applicants for this position must be approved by the Director of Public Safety and/or Designee, which will include a review of resume(s) and interview process. Applicants must be able to handle Sensitive Security Information (SSI) in the course of performing duties.
- 2.2 Applicants must possess at least five (5) years of specialized experience (military/civilian) in knowledge of Florida State Statute 493, 311.12 and 33 CFR 105, including security laws, regulations, and principles.

- 2.3 Must be 33 CR Part 105.205 qualified and must hold a valid Class “D” license.
- 2.4 Have knowledge of supervisory concepts and practices and procedures.
- 2.5 Must be certified by FEMA in National Incident Management System (NIMS) FEMA IS-700, Incident Command System (ICS) FEMA IS 100B, IS 200 and S-906: Workplace Security Awareness.
- 2.6 Must demonstrate the ability to use security technology (software/hardware) in performance of duties.
- 2.7 Must demonstrate the ability to plan, assign, instruct, supervise, and evaluate the work of subordinates.
- 2.8 Must demonstrate the ability to analyze situations quickly and objectively to determine proper action to be taken.
- 2.9 Must demonstrate the ability to deal courteously and fairly with the public. Ability to effectively write, read, and speak English.
- 2.10 Shall be responsible for maintaining discipline and morale within the Proposer’s security workforce. Shall ensure that written employee evaluations are submitted in a timely manner and participate in oral reviews of performance as required.
- 2.11 Prepare written documentation of employee performance/non-performance. Interview persons as appropriate. Investigate and report facts as required.
- 2.12 Minimize turnover and maintain the required number of uniformed workforce personnel in accordance with Contract requirements.
- 2.13 Oversee and evaluate the training program of the Proposer’s uniformed workforce to include use of physical security equipment and procedures for docking vessels.
- 2.14 Ensure that all security personnel have a full complement of uniforms and required equipment to perform assigned duties.
- 2.15 Shall promptly order and issue required uniform items.
- 2.16 Shall ensure compliance with appearance and grooming policy.
- 2.17 Shall have the authority and responsibility to relieve of duty, remove or otherwise discipline any subordinate for violations of Proposer personnel policy, or failure to perform security procedures as required. Shall report such action immediately to the Account Manager.
- 2.18 Shall visit each facility security post in accordance with the Contract requirements (more frequently if needed or as requested by JAXPORT) for the purpose of identifying compliance failures or investigating any concerns or allegations pertaining to the operations or administration of the security workforce. These visits will be documented in a report showing the persons contacted, the items discussed, and any actions taken. Reports are to be forwarded in accordance with the Contract requirements.
- 2.19 Shall be responsible to and maintain regular daily liaison with the Account Manager to maintain and improve security operations and quality. Shall report all JAXPORT concerns or complaints to the Account Manager. Shall immediately resolve or correct complaints within the scope of authority.
- 2.20 Shall be the subject matter expert on all pertinent security general orders/post orders, state and federal

regulations and operations.

- 2.21 Shall be trained and certified in all Security Officers duties on the port and can assume any security position necessary.
- 2.22 Shall monitor communications to evaluate proper response to incidents and radio discipline.
- 2.23 Shall immediately notify SOC and/or JAXPORT FSO of any incident that affects the security, safety, or flow of commerce on any of the facilities.
- 2.24 Shall be responsible for compliance with MTSA regulations and JAXPORT Access Control Policy including but not limited to stakeholders, visitors, and VIPs.
- 2.25 Shall ensure that each on-coming Shift Supervisor conducts inspections including the distribution and discussion of general or special orders being passed to the security-uniformed workforce.
- 2.26 Shall review and communicate to Supervisors and shift uniformed workforce all documents, prepared by Proposer and/or JAXPORT, related to security operations.
- 2.27 Shall recommend to the Account Manager any and all enhancements to JAXPORT's security program and operations.
- 2.28 Shall create reports of site visits and forward such reports to the Account Manager.
- 2.29 Shall review, and advise on all documents prepared by the security uniformed workforce in the performance of their duties.
- 2.30 Shall have the authority to resolve security-related concerns of JAXPORT.
- 2.31 Shall track turnover of all uniformed workforce and notify the Account Manager and JAXPORT immediately when any Proposer employee with access to any JAXPORT facility terminates employment with Proposer.
- 2.32 Shall engage in follow-up and tracking of complaints, inquiries or requests by JAXPORT or Proposer's employees.
- 2.33 Shall cooperate in all investigations concerning allegations of security and safety violations or unauthorized acts of ethical conduct from the security workforce affecting the security at JAXPORT facilities.
- 2.34 Shall initiate, distribute, and discuss general or special orders for the security uniformed workforce.
- 2.35 Shall assure that any directives or orders given to the security workforce do not contradict, conflict, or interfere with federal, state, and/or local regulations, or JAXPORT's requirements.
- 2.36 Shall maintain accurate, detailed, and complete reports to support and substantiate all Proposer invoices submitted to JAXPORT.
- 2.37 Maintain a positive attitude and refrain from derogatory involvement directed towards or about any coworkers, any member of the chain of command, and/or any position associated with JAXPORT and/or the security contract.

- 2.38 Shall refrain from use of any tobacco, snuff, chewing tobacco or electronic e-cigarette / vaping apparatus except in designated areas.
- 2.39 Must maintain a valid driver's license and meet the Proposers requirements to operate their vehicles.
- 2.40 Shall not solicit or accept any gratuity, gift or compensation in any form. Shall perform
- 2.41 other duties as assigned or directed.

3.0 ACCESS CONTROL MANAGER (Reference to Line 9 on the Proposal Form)

MINIMUM REQUIREMENTS: The incumbent must qualify for a DHS Secret Clearance and will handle Sensitive Security Information (SSI) in the course of performing their duties. Incumbent must possess at least five (5) years of specialized experience (military/civilian) utilizing knowledge of security laws, regulations and principles. Must be 33 CFR 105.205 qualified and hold a valid Florida Class "D" Security Officer License. An Associate's Degree or equivalent work experience in a related field is required. The incumbent must perform tasks requiring accuracy, meticulous attention to detail and extensive knowledge of MTSA and JAXPORT Access Control Procedures. The position requires in-depth knowledge of and ability to use supervisory concepts, practices and procedures. The incumbent must be able to effectively use computer software / hardware to perform administrative duties. Must be able to plan, assign, instruct, supervise and evaluate the work of subordinates. Must be able to quickly and objectively analyze situations to determine proper course of action. Must be able to effectively read, write and speak and have the ability to deal courteously and fairly with the public. Proposed applicants for this position must be approved by the Director of Security and Emergency Preparedness which will include a review of resume and interview process.

- 3.1 Access Control Manager – This soft-look uniformed, hourly position has the authority and responsibility to oversee and manage the authentication and verification of identification and authorized business purpose of individuals seeking access to JAXPORT Restricted Access Areas (RAA) in accordance with MTSA and State of Florida requirements. Included is the management of the day-to-day operation of the JAXPORT Access Control and the issuance of any and all Identification Credentials prescribed for seaport access by JAXPORT or the State of Florida.
- 3.2 The incumbent shall be responsible for the customer service orientation, professional work environment and effective performance of the JAXPORT Access Control Center while maintaining morale, discipline and quality control among its workforce.
- 3.3 Shall be the Subject Matter Expert (SME) on all matters related to Access Control credentialing and related Access Control Center operations and procedures including, but not limited to, compliance with all MTSA and JAXPORT Access Control regulations, requirements and policies.
- 3.4 Shall be responsible for the proper credentialing of JAXPORT entrants including, but not limited to, stakeholders, visitors and VIP's in compliance with MTSA Regulations, Florida State Statutes and JAXPORT Access Control Policies and Procedures.
- 3.5 Shall be responsible to and maintain regular daily liaison with the Contract Account Manager to maintain and improve the performance of the Access Control Center.
- 3.6 Shall report all concerns or complaints received from JAXPORT to the Contract Account Manager and the designated Facility Security Officer (FSO), Security Operations Manager and/or the Director of Security and Emergency Preparedness as required. Shall immediately resolve or correct complaints within scope of authority.

- 3.7 Shall participate with and provide consultation to the Contract Account Manager in all matters regarding hiring and / or assignment of Access Control Credential Technicians including evaluation of resumes and qualifications, interviews and assignment decisions.
- 3.8 Shall not solicit or accept any gratuity, gift or compensation in any form unless authorized by JAXPORT Director of Security and Emergency Preparedness.
- 3.9 Shall be competent to perform in all workforce positions within the Access Control Center.
- 3.10 Shall oversee and manage the proper creation, review, maintenance and safeguarding of records and documentation in accordance with applicable laws, regulations, policies and procedures.
- 3.11 Shall track all transactions and payments for services received from the Access Control Center and provide accurate and timely reports of such transactions as required to the designated authority or office.
- 3.12 Shall maintain up-to-date knowledge on proposed technologies affecting Access Control and will assist in planning, developing and implementation of said technologies as required.
- 3.13 Shall develop internal and external personnel networks to ensure that all Access Control systems and processes are compliant and effective.
- 3.14 Shall ensure the Access Control Center workforce is fully informed of general or special orders, requirements and / or changes in procedure.
- 3.15 Shall monitor, oversee and correct or modify, as required, the daily performance of the Access Control Center workforce.
- 3.16 Shall ensure all materials, documents, and equipment are maintained in optimum operational readiness.
- 3.17 Shall established and enforce protocols regarding the secure and confidential handling of Sensitive Security Information (SSI) in compliance with all laws, regulation and policies while protecting the privacy and security of personal information.
- 3.18 Shall ensure compliance with Contractor's appearance and grooming policy.
- 3.19 Shall prepare and forward to the Contract Account Manager all time, attendance, payroll and sick leave records for review.
- 3.20 Shall maintain and forward as required accurate, detailed and complete reports and invoices in support of Access Control Center operations including but not limited to following JAXPORT, State and Federal requirements for record retention.
- 3.21 Shall prepare written documentation of employee performance / non-performance. Ensure that written employee evaluations are submitted in a timely manner and participate in oral reviews of performance as required.
- 3.22 Shall minimize turnover and maintain the required number of qualified uniformed workforce personnel in accordance with Contract requirements.
- 3.23 Shall immediately notify the Contract Account Manager and JAXPORT when any Access Control Center employee with access to any JAXPORT facility terminates employment with the Contractor.

- 3.24 Shall oversee and evaluate the training of Access Control Center workforce personnel to ensure interoperability among all task positions.
- 3.25 Shall have the authority and responsibility to recommend to the Contract Account Manager suspension, removal or otherwise discipline any subordinate for violations of Contractor personnel policy or failure to perform Access Control procedures as required.
- 3.26 Shall monitor area of responsibility to identify and deter any compliance failures and investigate any concerns or allegations pertaining to the operations or administration of the Contractor's workforce within the Access Control Center.
- 3.27 Shall oversee the orderliness and inventory of the Access Control Center and requisition information technology (IT), maintenance and janitorial service and office supplies as required.
- 3.28 Shall immediately notify the SOC and/or JAXPORT FSO of any incident concerning the safety and security of the Access Control Center and/or its workforce.
- 3.29 Shall recommend to the Contract Account Manager any and all enhancements to the operation of the Access Control Center.
- 3.30 Shall engage in resolution, follow-up and tracking of complaints, inquires or requests concerning Access Control by JAXPORT or the Contractor.
- 3.31 Shall cooperate in all investigations concerning allegations of security or procedural violations or unauthorized acts of the Contractor's workforce affecting the Access Control Center.
- 3.32 Shall assure that any directives or orders given to the Contractor's workforce do not inadvertently contradict, conflict with or interfere with established Access Control Procedures.
- 3.33 Shall be subject to recall in support of increased Maritime Security Conditions (MARSEC).
- 3.34 Shall perform other duties as assigned or directed Shall refrain from use of any tobacco, snuff, chewing tobacco or electronic e-cigarette/vaping apparatus except in designated areas.

4.0 TERMINAL SHIFT SUPERVISORS (BIMT, TMT, CRUISE TERMINAL AND CERES) - (Reference Lines No. 4 and 14 on the Proposal Form)

Minimum Requirements: In addition to the requirements of a security officer, this uniform position is responsible for security contract supervision for assigned shift- related activities as directed by the Proposer's management and JAXPORT. Must have completed at minimum the Proposers Personnel development and supervisory development courses. The work force member must possess at least one (1) year of specialized experience with knowledge of security laws, regulations, and principles. Military or law enforcement service shall qualify as security experience. The work force member must have completed Red Cross First Aid / CPR/ AED Certification. Must complete Personnel Qualification Standard (PQS), i.e. Test and Interview.

- 4.1 Must be certified by FEMA in National Incident Management System (NIMS) FEMA IS-700, Incident Command System (ICS) FEMA IS 100B, IS 200 and S-906: Workplace Security Awareness.
- 4.2 Shall have the authority necessary to carry out administrative and supervisory responsibilities associated with the Proposer's operation at JAXPORT facilities.
- 4.3 Responsible to the Proposer's Account Manager or Assistant Manager regarding execution of all

Proposer-related items of operation.

- 4.4 Responsible for the implementation and compliance of post orders, State Statutes, and Federal Regulations.
 - 4.5 Assist the Proposer's Account Manager or Assistant Manager in maintaining discipline and morale within the workforce.
 - 4.6 Shall have the authority to report any subordinate for violations of Proposer personnel policy, or failure to perform JAXPORT security procedures as required. Shall report such action immediately to the Proposer's Account Manager, Assistant Manager and /or JAXPORT PSCO as required.
 - 4.7 Shall conduct a formal Shift Change and review and communicate to shift workforce all documents, prepared by Proposer and/or JAXPORT, related to security operations.
 - 4.8 Shall create reports of post inspections and forward such reports to the Proposer's Account Manager or Assistant Manager.
 - 4.9 Shall maintain accurate, detailed, and complete security logs as directed / requested by the Proposer's Account Manager or Assistant Manager.
 - 4.10 Shall be responsible for ensuring proper documentation of security incidents, accidents, injuries, damaged property, or any noteworthy event.
 - 4.11 Shall cooperate in all investigations concerning allegations of security and safety issues if asked to do so by the Proposer's management and/or JAXPORT.
 - 4.12 Shall act as the Incident Commander as per ICS when required by emergency incidents until relieved by a First Responder or JAXPORT Security Personnel.
 - 4.13 Must maintain a valid driver's license and meet the Proposers requirements to operate their vehicles
 - 4.14 Shall maintain a positive attitude and refrain from derogatory involvement directed towards or about any co-workers, any member of the chain of command, and/or any position associated with JAXPORT and/or the security contract.
 - 4.15 Shall refrain from use of any tobacco, snuff, chewing tobacco or electronic e-cigarette / vaping apparatus except in designated areas
 - 4.16 Shall not solicit or accept any gratuity, gift or compensation in any form.
 - 4.17 Perform other duties as assigned or directed
- 5.0 ACCESS CONTROL TECHNICIAN SUPERVISORS - (Reference to Line No. 11 on the Proposal Form)**

Minimum Requirements: In addition to the qualifications as a Security Officer, this soft-look uniformed, hourly position has the authority and responsibility to oversee and manage security Access Control Technicians and report to the Account manager. The security workforce member will assist individuals seeking the appropriate credential(s) to enter JAXPORT Restricted Access Areas (RAA) in accordance with MTSA Regulations, State of Florida Statutes and JAXPORT Access Control Policies and Procedures. The workforce member will also provide administrative support with general guidance from the JAXPORT Access

Control Coordinator. Must demonstrate meticulous attention to detail and clerical accuracy, including correct spelling and legible handwriting are of the highest importance. Must demonstrate a commitment to superior customer service, the continuous demonstration of appropriate interpersonal relations and ability to work within time constraints are required. The workforce member must have the ability to exercise independent judgment and flexibility in the context of following established law, policies and procedures in a fluid work environment.

- 5.1 Must be certified by FEMA in National Incident Management System (NIMS) FEMA IS-700, Incident Command System (ICS) FEMA IS 100B, IS 200 and S-906: Workplace Security Awareness.
- 5.2 Exercises supervision of Remote Manning, Adjudication and Access Control Positions, is responsible to, and reports to the JAXPORT Access Control Coordinator.
- 5.3 Shall seek clarification and / or guidance from the Access Control Coordinator in all matters of uncertainty regarding law, regulation, policy or procedure.
- 5.4 Shall comply with all requirements of appropriate customer service and professional business office behavior.
- 5.5 Shall keep all information deemed as Sensitive Security Information and/or otherwise privileged material in confidence only to share information with those persons that have a need to know.
- 5.6 Shall have the authority necessary to carry out administrative and supervisory responsibilities associated with the access control operations at JAXPORT facilities.
- 5.7 Shall oversee and evaluate the training of workforce personnel to ensure interoperability among all task positions.
- 5.8 Shall be responsible for the implementation and compliance of post orders, State Statutes, and Federal Regulations. Shall report to assigned workstation / post prepared to perform all required operations and procedures.
- 5.9 Shall visually inspect and monitor designated post area(s). Monitor performance of security/safety equipment. Monitor access through designated doors and/or gate lanes as required.
- 5.10 Shall comply with all protocols regarding the handling of Sensitive Security Information (SSI) in compliance with all laws, regulation and policies while protecting the confidentiality and security of personal information.
- 5.11 Shall safeguard user-names, passwords and log-in privileges.
- 5.12 Shall critically examine all required documents, including application forms and identification documents, to confirm their authenticity and complete compliance with the requirements of MTSA, the State of Florida and JAXPORT.
- 5.13 Shall control access to JAXPORT Facilities, including registering and directing visitors. Visually inspect the Transportation Workers Identification Credential (TWIC), Department of Defense Common Access Credential (CAC), or other JAXPORT authorized access credential of each person entering the facility and verify that the individual and the cardholder are the same.
- 5.14 Shall monitor access through designated gate lanes using remote manning technology. Screen vehicles by video screening and questioning through remote access system. This process will be

performed manually, should the remote access system be down.

- 5.15 Shall recognize and respond to discrepancies in various forms of documentation and personal identification when they exist. Shall be observant for trespassers or unauthorized persons and take proper reporting action. Shall immediately notify a Shift Supervisor, Post Manager or JAXPORT Public Safety Officer if there are questions concerning ANY procedure or before allowing uncertain or questionable access.
- 5.16 Shall accurately enter required information into all required electronic / computerized databases.
- 5.17 Shall properly route all forms of paper documentation to the location or individual designated by law, regulation, policy or procedure.
- 5.18 Shall issue appropriate JAXPORT credentials, badges, passes, decals as required by law, regulation, policy or procedure.
- 5.19 Shall strictly guard against the issuance of access credentials to unqualified individuals, groups or activities.
- 5.20 Shall immediately report to the JAXPORT Access Control Coordinator all instances of suspected or actual criminality, bribery, fraud, forgery, misrepresentation or potential breach of security. Initiate and/or maintain communications with JAXPORT personnel as required. Specifically, contact JAXPORT Facility Security Officers as directed and when conditions warrant.
- 5.21 Shall immediately report to the JAXPORT Access Control Coordinator all complaints that are not immediately and satisfactorily resolvable by the Technician.
- 5.22 Shall promptly report to the JAXPORT Access Control Coordinator any hazardous or unsafe condition, work stoppage or equipment malfunction that cannot be immediately and safely resolved by the Technician without assistance.
- 5.23 Shall disengage and immediately report to the Access Control Coordinator all instances of verbal or physical conflict / confrontation, workplace violence, sexual harassment or other proscribed behavior by any access applicant or co-worker.
- 5.24 Shall be subject to recall in support of increased Maritime Security Conditions (MARSEC).
- 5.25 Position performs duties in the Access Control Center, as well as the Remote Manning Booth or Gate Line when directed and shall perform other duties as assigned or directed.
- 5.26 Must maintain a valid driver's license and meet the Proposers requirements to operate their vehicles.
- 5.27 Maintain a positive attitude and refrain from derogatory involvement directed towards or about any co-workers, any member of the chain of command, and/or any position associated with JAXPORT and/or the security contract.
- 5.28 Shall not solicit or accept any gratuity, gift or compensation in any form.
- 5.29 Shall refrain from use of any tobacco, snuff, chewing tobacco or electronic e-cigarette / vaping apparatus except in designated areas.

5.30 Shall perform other duties as required.

6.0 SECURITY OFFICERS (GATE/ROVING, CROWLEY NORTH GATE, CRUISE TERMINAL, TWIC ESCORTS AND CERES) – (Reference Lines No. 6, 7, 8, 12 and 15 on the Proposal Form)

Minimum Requirements: This uniform position is responsible for knowing the Chain of Command and day-to-day security-related activities as directed by the Proposer's supervisors and JAXPORT. Must be 33 Code of Federal Regulation Part 105.210 qualified and hold a valid Class "D" license. Must demonstrate by test or interview knowledge of the rules and regulations as dictated by Florida State Statutes 493; 311.12 and 33 Code of Federal Regulation Part 105. Must be certified by FEMA in National Incident Management System (NIMS) FEMA IS-700, Incident Command System (ICS) FEMA IS 100B, IS 200, and S-906: Workplace Security Awareness. Demonstrate ability to effectively write, read, and speak English. Must complete the JAXPORT-approved Field Training and Evaluation Program (FTEP). Demonstrate ability to use computer software/hardware employed as security technology in performance of duties. Ability to effectively operate a JAXPORT-issued radio. Ability to analyze situations quickly and objectively to determine proper action to be taken. Demonstrates the ability to deal courteously and fairly with the public. Duties and responsibilities include, but are not limited to:

- 6.1 Conduct patrols and duties as assigned (Foot or Mobile).
- 6.2 Visually inspect and monitor designated post area(s).
- 6.3 Monitor performance of security/safety equipment.
- 6.4 Investigate and report any unusual or unauthorized activity within the area.
- 6.5 Conduct building security checks as required for:
 - 6.6 Fire/smoke/excessive heat.
 - 6.7 Water dripping or floor saturation.
 - 6.8 Low water pressure.
 - 6.9 Damage to access points and windows.
- 6.10 Be observant for fires, suspicious packages and take proper reporting action.
- 6.11 Be observant for spills and alert to odors and unusual sounds and take proper reporting action.
- 6.12 Check and report unsafe condition of areas, exits and emergency lighting.
- 6.13 Shall demonstrate high level of competency and understanding of MTSA access regulations.
- 6.14 Monitor access through designated doors and / or gate lanes as required.
- 6.15 Respond to alarms as directed.
- 6.16 In the event of alarm conditions, assist in the safe and orderly evacuation of facility personnel if warranted.

- 6.17 Respond to local audible alarms on computer, HVAC, electrical and other equipment. Report and silence alarms as instructed by procedures and Facilities Department personnel during afterhours operations.
- 6.18 Identify and turn off electrical appliances such as space heaters, fans, coffeepots, etc. left on after normal work hours that could pose a source of heat and ignition for fire.
- 6.19 Shall be observant for trespassers or unauthorized persons and take proper reporting action.
- 6.20 Shall inspect designated areas for suspicious activity.
- 6.21 Visually inspect exterior building perimeter, parking lots, etc.
- 6.22 Shall control access to JAXPORT Facilities, including registering and directing visitors. Visually inspect the Transportation Workers Identification Credential (TWIC), Department of Defense Common Access Credential (CAC), or other JAXPORT authorized access credential of each person entering the facility and verify that the individual and the cardholder are the same.
- 6.23 Issue temporary access badges to authorized personnel as required by procedures.
- 6.24 Enforce TWIC visitor escort policy as required.
- 6.25 Screen vehicles, packages and other designated items as required.
- 6.26 Initiate and/or maintain communications with JAXPORT SOC or personnel as required. Specifically, contact JAXPORT Public Safety Officers as directed and when conditions warrant.
- 6.27 Operate and monitor CCTV and access control systems where required.
- 6.28 Operate computer-based security/safety-related software and applications as required.
- 6.29 Shall be responsible for issued equipment, vehicles, or security booths assigned during shifts.
- 6.30 Shall immediately notify a Shift Supervisor, Post Manager or JAXPORT Public Safety Officer if there are questions concerning ANY procedure or before allowing uncertain or questionable access.
- 6.31 Shall immediately report to the Shift Supervisor all instances of suspected or actual criminality, bribery, fraud, forgery, misrepresentation or potential breach of security.
- 6.32 Shall immediately report to any Shift Supervisor all complaints that are not immediately resolvable by the Security Officer.
- 6.33 Shall disengage and immediately report to anyone in the Contract Chain of Command, JAXPORT Security Chain of Command or Security Operations Center all instances of verbal or physical conflict/confrontation, workplace violence, sexual harassment or other proscribed behavior by any individual or co-worker.
- 6.34 Must maintain a valid driver's license and meet the Proposers requirements to operate their vehicles.
- 6.35 Maintain a positive attitude and refrain from derogatory involvement directed towards or about any co-workers, any member of the chain of command, and/or any position associated with JAXPORT

and/or the security contract and perform other duties as assigned or directed.

- 6.36 Shall refrain from use of any tobacco, snuff, chewing tobacco or electronic e-cigarette / vaping apparatus except in designated areas
- 6.37 Shall not solicit or accept any gratuity, gift or compensation in any form.
- 6.38 Shall perform other duties as assigned or directed.

7.0 ACCESS CREDENTIAL TECHNICIANS - (Reference to Line No. 10 on the Proposal Form)

Minimum Requirements: In addition to the qualifications as a Security Officer, this soft-look uniformed, hourly position will assist individuals seeking the appropriate credential(s) to enter JAXPORT Restricted Access Areas (RAA) in accordance with MTSA Regulations, State of Florida Statutes and JAXPORT Access Control Policies and Procedures. Must demonstrate meticulous attention to detail and clerical accuracy, including correct spelling and legible handwriting are of the highest importance. Must have a commitment to superior customer service and continuous demonstrate appropriate interpersonal relations and ability to work within time constraints are required. The work force member must have the ability to exercise independent judgment and flexibility in the context of following established law, policies and procedures in a fluid work environment.

- 7.1 Provide support with general guidance from the JAXPORT Access Control Coordinator and Access Control Supervisor.
- 7.2 Shall seek clarification and / or guidance from the Access Control Coordinator in all matters of uncertainty regarding law, regulation, policy or procedure.
- 7.3 Shall comply with all requirements of appropriate customer service and professional business office behavior.
- 7.4 Shall comply with all attendance requirements.
- 7.5 Shall comply with all dress and grooming requirements.
- 7.6 Shall report to assigned workstation prepared to perform all required operations and procedures.
- 7.7 Shall comply with all protocols regarding the handling of Sensitive Security Information (SSI) in compliance with all laws, regulation and policies while protecting the confidentiality and security of personal information.
- 7.8 Shall safeguard user-names, passwords and log-in privileges.
- 7.9 Shall critically examine all required documents, including application forms and identification documents, to confirm their authenticity and complete compliance with the requirements of MTSA, the State of Florida and JAXPORT.
- 7.10 Shall recognize and respond to discrepancies in various forms of documentation and personal identification when they exist.
- 7.11 Shall accurately enter required information into all required electronic / computerized databases.
- 7.12 Shall properly route all forms of paper documentation to the location or individual designated by law, regulation, policy or procedure.

- 7.13 Shall issue appropriate JAXPORT credentials, badges, passes, decals or other designated access devices as required by law, regulation, policy or procedure.
- 7.14 Shall strictly guard against the issuance of access credentials or devices to unqualified individuals, groups or activities.
- 7.15 Shall immediately report to the Access Control Coordinator all instances of suspected or actual criminality, bribery, fraud, forgery, misrepresentation or potential breach of security.
- 7.16 Shall immediately report to the Access Control Coordinator all complaints that are not immediately and satisfactorily resolvable by the Technician.
- 7.17 Shall promptly report to the Access Control Coordinator any hazardous or unsafe condition, work stoppage or equipment malfunction that cannot be immediately and safely resolved by the Technician without assistance.
- 7.18 Shall disengage and immediately report to the Access Control Coordinator all instances of verbal or physical conflict/confrontation, workplace violence, sexual harassment or other proscribed behavior by any access applicant or co-worker.
- 7.19 Shall be subject to recall in support of increased Maritime Security Conditions (MARSEC).
- 7.20 Must maintain a valid driver's license and meet the Proposers requirements to operate their vehicles
- 7.21 Shall maintain a positive attitude and refrain from derogatory involvement directed towards or about any co-workers, any member of the chain of command, and/or any position associated with JAXPORT and/or the security contract.
- 7.22 Shall refrain from use of any tobacco, snuff, chewing tobacco or electronic e-cigarette / vaping apparatus except in designated areas
- 7.23 Shall not solicit or accept any gratuity, gift or compensation in any form.
- 7.24 Perform other duties as assigned or directed.

8.0 SECURITY SPECIALIST TECHNICIAN - (Reference to Line No. 2 on the Proposal Form)

Minimum Requirements: In addition to the qualifications as a Security Officer, this soft-look uniformed, hourly position will provide administrative support with general guidance from the JAXPORT Account Manager, Public Safety Manager of Physical Security as required. Position will require an adjustable schedule and the ability to multi-task in a technical environment. The applicant must be able to perform all functions in the Communications Center and Access Control without the assistance of higher authority, after completing the required job training. Proposed applicants for this position must be approved by the Director of Public Safety, which will include a review of resume and interview process. The work force member must possess, the ability to operate various office and communications equipment including varied radio systems, computers, telephones, CCTV system and other audio-visual equipment. Applicants must possess experience in office administration, and the ability to use various administrative software including MS Power Point, MS Word, MS Access, MS Visio, and MS Excel.

- 8.1 Provide administrative assistance in support of 33 CFR Part 105 and FS 311.12 as related to Physical Security Systems.

- 8.2 Responsible for maintaining regular daily liaison with the JAXPORT Account Manager. May function as back up for Manager of Access Control Center, Communications Center, or a Terminal Location.
- 8.3 Assist with semi-technical and administrative support of the CCTV and Access Control systems to include review, analysis, storage, and long-term archiving of digital records and recordings.
- 8.4 Interprets and ensures the enforcement of the Maritime Security Act of 2001, 33 CFR 105.
- 8.5 Conduct and document physical security equipment inspections, audits and inventory as required. Shall assist with key, lock maintenance, and inventory program.
- 8.6 Shall be familiar with deployment, set up, and operation of all physical security mobile equipment and systems.
- 8.7 Conduct and document physical security surveys.
- 8.8 Remains current on Federal, State and local Emergency preparedness issues and requirements.
- 8.9 Works closely with marine terminal management and tenants in the development and implementation of JAXPORT's Facility Security Plan, including procedures, guidelines, regulations and policies for the secure and efficient operation of the marine terminals.
- 8.10 Receives visitors and telephone calls, dispersing to appropriate staff, as necessary.
- 8.11 Must maintain a valid driver's license and meet the Proposers requirements to operate their vehicles
- 8.12 Maintain a positive attitude and refrain from derogatory involvement directed towards or about any co-workers, any member of the chain of command, and/or any position associated with JAXPORT and/or the security contract.
- 8.13 Shall refrain from use of any tobacco, snuff, chewing tobacco or electronic e-cigarette / vaping apparatus except in designated areas
- 8.14 Shall not solicit or accept any gratuity, gift or compensation in any form.
- 8.15 Shall perform other duties as assigned or required.

LIQUIDATED DAMAGES

JAXPORT reserves the right to assess liquidated damages against the Proposer for the following reasons, but not limited to:

- A. Providing unqualified officers for coverage at any site.
- B. Failure to have a site or post adequately covered.
- C. Failure to provide the minimum amount of non-business hours site inspections per week (for purposes of this clause, consider one hour per inspection).
- D. Coverage provided in which the officer sleeps, is intoxicated, or otherwise incapacitated physically or mentally, or is unable to perform the duties assigned.
- E. Failure to comply with any clause, requirement or specification of the Contract or any part of it, including but not limited to requirements concerning uniforms and personal appearance of officers.
 - 1. Liquidated damages for A through E. If the Proposer is unable to provide minimal staffing, JAXPORT has the right to obtain security services from another company and deduct a sum of one-hundred (\$100.00) dollars per position, per hour for each request for service, or any part thereof for the entire time the need for services exists.
 - 2. When possible, written notice or warning will be given by JAXPORT in situations that may result in liquidated damages being invoked. Additionally, support documentation will be provided to Contractor when applicable or available. This does not prohibit liquidated damages from being imposed without warning or notice if the situation dictates such action and previous lack of action does not preclude any future liquidated damages.
 - 3. JAXPORT will deal only with the Proposer in the event any of these liquidated damages are invoked. Proposer itself will be responsible for any insurance claims against its carrier.
 - 4. Only the Contracting Officer will initiate any liquidated damage assessment and give notice immediately to the Contract Account Manager. The Proposer's Account Manager will have three (3) working days from issuance to take exception to the assessment of liquidated damages. If the Proposer is not satisfied with the results of this exception, the assessment will be referred to the Contracting Officer to review and make a determination, which will be binding and final. No reduction will be made from Proposer's invoices until this final ruling. The Proposer should advise the Contracting Officer, in writing, of any disagreement with this determination, which will be kept in the Contract file.
 - 5. JAXPORT may withhold payment if the company is in violation of any conditions or terms of the contract documents and may impose a monetary fee up to \$1000.00 per day for each non-conforming event.
- F. Where non-conforming incidents are found to exist, JAXPORT Security will notify in writing the Account Manager as well as the Director of Procurement & Contract Services of the severity of non-conformance. Within three (3) business days from receipt of a non-conformance notice, the Account Manager will provide the Director of Public Safety with a corrective action plan that will include date and time corrections are to be completed.

A single non-conformance incident when identified to RESTRICTED ACCESS AREA control requirements maybe deemed sufficient cause for JAXPORT to terminate the contract. This does not in any way limit JAXPORT's ability to terminate the contract for other contractual failures as determined by JAXPORT.

APPENDIX 'C'

CERTIFICATE OF DUE DILIGENCE

Contractor: _____
Legal Name: _____
Address: _____
Telephone No: _____
E-Mail Address: _____
Representative: _____

Required standard of DUE DILIGENCE: *such diligence as a reasonable person under the same circumstances would use: use of reasonable but not necessarily exhaustive efforts (called also reasonable diligence)*

CONTRACTOR BACKGROUND CHECK

Employee name: _____
Residential address: _____
Business address: _____
Home phone number: _____
Business address: _____
Date of Birth: _____
Place of Birth: _____
Position: _____

ALL INFORMATION MUST BE COMPLETE AND INITIALED BY THE BACKGROUND INVESTIGATOR:

Is the candidate a high school graduate?
YES/NO date ___/___/___ Confirmed By _____

Is the candidate in possession of a valid driver's license?
YES/NO date ___/___/___ Confirmed By _____

Is the candidate a U.S. Citizen or a legal alien?
YES/NO date ___/___/___ Confirmed By _____

Is a legible set of finger prints on file?
YES/NO date ___/___/___ Confirmed By _____

Has the candidate completed a drug & alcohol screening?
YES/NO date ___/___/___ Confirmed By _____

Has the candidate attained the age of 21?
YES/NO date ___/___/___ Confirmed By _____

A credit history records check has been successfully completed on the candidate.
YES/NO date ___/___/___ Confirmed By _____

An independent criminal history check has been successfully completed on the candidate.
YES/NO date ___/___/___ Confirmed By _____

A five year employment reference check has been successfully completed on the candidate.
YES/NO date ___/___/___ Confirmed By _____

A verification of the candidate's military service has been successfully completed.

APPENDIX 'C'

YES/NO N/A date ___/___/___ Confirmed By _____

I _____, of _____, have completed the
aforementioned background information as outlined in page of JPA RFP NO. and attest that the
information is true and correct.

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of ___, 20___, by (name of
person acknowledging).

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

NOTARY SEAL

Signature of Notary

Name of Notary (typed, printed, or stamped)

A verification of the candidate's information has been successfully completed by JAXPORT Security
personnel.

YES/NO N/A date ___/___/___ Confirmed By _____

CONTRACTOR PERFORMANCE/CONTRACT MANAGEMENT

In an effort to improve Contractor performance, ensure high quality service and products from Contractors and proactively monitor performance so that JAXPORT's needs and expectations are being met, JAXPORT and Contractor will adhere to the following Contractor Performance Evaluation Program.

Overview - To establish a uniform and simple means of evaluating Contractor performance, the Contractor Performance Evaluation program includes the use of a Contractor Evaluation Form. Formally awarded, competitive contracts for services, supplies, equipment, construction, capital projects and construction related professional services shall be evaluated using this form.

Objectives - The Contractor 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 Contractor Performance Evaluation Program is intended to accomplish the following goals:

- Drive Contractors to continuously improve performance
- Provide on-going incentive for Contractors to perform well and dis-incentives for poor performance
- Standardize approach for documenting Contractor performance
- Increasingly hold Contractors accountable for their work
- Increase communication with Contractors 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 Contractor'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 Contractor in beginning work in an effective manner, inspecting the Contractor's work, handling issues resulting from work, approving invoices and evaluating Contractor 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 the Procurement Staff.

If inspections determine that a Contractor is performing poorly, it is critical that the CQE prepare a Performance Evaluation Form documenting such performance in detail and provide the Contractor 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 Contractor.

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

APPENDIX 'D'

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 Contractor in writing as to whether its performance, as determined solely by JAXPORT, is meeting expectations or is continuing to be unacceptable. If the Contractor's performance as described in the letter is meeting expectations, no further remedial action will be required by the Contractor, as long as the Contractor's performance continues to be acceptable.

If the Contractor's performance as described in the first letter continues to be unacceptable, or is inconsistently acceptable then the Contractor 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 Contractor'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 Contractor from bidding on any JAXPORT related solicitations and other remedies available in the Procurement Code and in law. Such action does not relieve the Contractor of its obligations under the contract, nor does it preclude an earlier termination.

Disputes - If the Contractor wants to dispute the results of Performance Evaluation Forms, the Contractor must submit a letter to the Director of Procurement Services 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) working days following the Contractor's receipt of any notice of unacceptable performance. If the Director of Procurement decides to change the evaluation to acceptable performance, the Contractor will be notified and a revised letter of performance will be prepared with a copy issued to the CQE and its respective Director. If the Director of Procurement decides that no change is warranted, the decision of the Director will be final.

APPENDIX 'D'

PERFORMANCE EVALUATION FORM

Weekly Monthly Quarterly As needed

Contract No. /Purchase Order No. _____ Contractor Name: _____

Date Service Provided: _____ Total Cost of Project: _____

1). **Timeliness:** Measure of how well the Contractor adheres to specifications, 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 Contractor'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 Contractor'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 Services and Equipment:** Measure of the technical understanding of services being provided and dedication of proper selection and handling of materials and equipment. (Check One)

- Poor Usage/Needs Improvement:** Little care is demonstrated in the handling, transport, or storage of equipment. Services provided did not meet specifications and were unacceptable. Significant retraining was required to fix project.
- Good Usage:** Good care was demonstrated in the provision of services, transport and storage of material and equipment. Services provided in accordance with specifications, no material or equipment quality issues were noticed.
- Very Good Usage:** Overall quality of services provided significantly enhanced the completion each task assigned. Quality of services exceeded specifications on several significant measures. Contractor

APPENDIX 'D'

demonstrated exceptional technical knowledge of services being provided.

4). Contract Administration: Measure of how well Contractor 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 Contractor 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:** _____

REQUIRED LIMITS OF INSURANCE

The minimum amounts of insurance (inclusive of any amounts provided by an umbrella policy) shall be as follows:

1. WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

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

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

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

2. COMMERCIAL GENERAL LIABILITY

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:

Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury, Each Occurrence	\$1,000,000
Bodily injury and Property Damage (each occurrence)	\$1,000,000
Fire Damage (any one fire)	\$1,000,000
Third Party Employee Dishonesty	\$1,000,000

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 (for on going operations) and CG 20 37 (for completed operations), or substitute endorsements providing equivalent coverage, will be attached to Contractors CGL, and to the commercial umbrella, if any.

3. BUSINESS AUTO POLICY

ISO Form Number CA 00 01 covering any auto (code 1), or contractor has no owned

REQUIRED LIMITS OF INSURANCE

autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

4. PROFESSIONAL SECURITY GUARD LAIBILITY

\$2,000,000 per Occurrence

\$2,000,000 Aggregate

5. UMBRELLA LIABILITY

\$5,000,000 per Occurrence

\$5,000,000 Aggregate

Minimum underlying coverage's shall include Commercial General Liability, Automobile liability, third party employee dishonesty, and Workers' Compensation/Employer's Liability.

The umbrella coverage will have drop down insurance coverage.

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

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

If Contractor fails to maintain the required insurance, Owner shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

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

A waiver of subrogation endorsement is required for Workers Compensation, GL, Auto Liability and Umbrellas 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.

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

REQUIRED LIMITS OF INSURANCE

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.

BID BOND FORM
SECURITY GUARD SERVICES

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ as
Principal and _____ as
Surety, are hereby held and firmly bound unto the Jacksonville Port Authority, in the sum of
_____ dollars (\$ _____) as liquidated damages for payment of which, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

The Conditions of the above obligation are such that whereas the Principal has submitted to the Jacksonville Port Authority, a certain Proposal attached hereto and hereby made part hereof, to enter into a Contract Agreement in writing, for Security Services.

NOW THEREFORE,

- (a) If said Proposal shall be rejected or withdrawn as provided in the Instructions to Bidders attached hereto or, in the alternative,

- (b) If said Proposal shall be accepted and the Principal shall sign and deliver a formal contract document in the form of the Contract Agreement attached hereto (properly completed in accordance with said Proposal) and shall furnish the specified Bonds required by Article I, Section 1.13 of the Contract Documents in the amount equal to one hundred percent (100%) of the base bid within ten (10) consecutive days after the receipt of said contract,

thence this obligation shall be void, otherwise, it shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which such Proposal may be accepted, and said Surety does hereby waive notice of any extension.

The sum herein stated shall be due and payable to the Jacksonville Port Authority, and the "Surety" herein agrees to pay said sum immediately upon demand of said Jacksonville Port Authority

BID BOND FORM
SECURITY GUARD SERVICES

in good and lawful money of United States of America; as liquidated damages for failure thereof of said "Principal".

IN WITNESS WHEREOF, the said _____,

As "Principal" herein, has caused these presents to be signed in its name by its _____ and attested by its

_____ under its corporate seal, and the said _____ as

"Surety" herein, has caused these presents to be signed in its name by its _____ and attested by its

_____ under its corporate seal, this _____

Day of _____ A.D., 20__.

_____ (SEAL)

AS PRINCIPAL

ATTEST:

Its _____

Its _____

Signed, Sealed and Delivered

In the presence of:

By _____

AS SURETY

STATUTORY PAYMENT BOND
SECURITY GUARD SERVICES
BY SECTION 255.05, FLORIDA STATUTES
Bond No. _____

As to the Contractor/Principal:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Surety:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Owner of the Property/Contracting Public Entity:

Name: _____

Principal Business Address: _____

Telephone: _____

Description of project including address and description of improvements:

Contractor and Surety are each held and firmly bound unto the Jacksonville Port Authority, as a group, and each member individually, as Obligee (hereinafter called Owner), in the amount of _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment whereof Contractor and surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

STATUTORY PAYMENT BOND
SECURITY GUARD SERVICES
BY SECTION 255.05, FLORIDA STATUTES
Bond No. _____

WHEREAS, Contractor and Owner have by written agreement dated the _____ day of _____, 2018, entered into a contract for **18-01, Security Guard Services**, Jacksonville Port Authority all of said work required to be done in strict compliance with the specifications prepared by the Jacksonville Port Authority Procurement Department for said work and in strict compliance with the requirements of the contract and all documents included as a part of the contract (hereinafter referred to collectively as the Contract), all of which are by reference made a part hereof to the same extent as if fully set out herein.

Promptly makes payments to all lienors or claimants supplying labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract, including any authorized extensions or modifications thereof, then this bond is void; otherwise, it remains in full force and effect.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the Owner, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or with the changes do not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and the said Surety have duly executed this bond the ____ day of _____, 2018.

ATTEST:

By: _____
Its

ATTEST:

By: _____
Its **PRINCIPAL**

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

PERFORMANCE BOND
SECURITY GUARD SERVICES
Bond No. _____

As to the Contractor/Principal:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Surety:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Owner of the Property/Contracting Public Entity:

Name: _____

Principal Business Address: _____

Telephone: _____

Description of project including address and description of improvements:

Contractor and Surety are each held and firmly bound unto the Jacksonville Port Authority, a body politic and corporate in Duval County, Florida, as Obligee (hereinafter called "JPA"), in the amount of _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

PERFORMANCE BOND
SECURITY GUARD SERVICES
Bond No. _____

WHEREAS, Contractor has by written agreement dated the ____ day of _____, 2018, entered into a contract with the JPA for **Security Guard Services** of said work to be done in strict accordance with any advertisement for bids for said work and done in strict compliance with the specifications for said work and requirements of the JPA proposal and award therefore and of the contract and all documents included as a part of the contract (hereinafter referred to collectively as the "Contract"), all of which are by reference made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION

is such that, if Contractor shall: (1) Promptly and faithfully perform said Contract; and (2) perform the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and (3) pay the JPA all losses (including delay and disruption damages), expenses and costs, that the JPA sustains because of a default by Contractor under the Contract; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED that, the Surety hereby waives notice of any alteration or extension of time made by the JPA, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect Surety's obligation under this bond.

PROVIDED further that, whenever Contractor shall be, and declared by the JPA to be in default under the Contract, the JPA having performed the JPA's obligations hereunder, the Surety shall, at the JPA's sole option, either:

(1) Within fourteen (14) days of notice of elected option by the JPA, remedy the default and pay the JPA all losses, actual damages (including delay and disruption damages), expenses, costs, and statutory attorney's fees, including appellate proceedings, pursuant to Section 627.756, Florida Statutes, that the JPA sustains because of a default by Contractor under the Contract and will save the JPA harmless on account of all claims and damages to persons, property or premises arising from delay in meeting either milestone dates or the Contract completion date; or

(2) Award a bid contract with a completion contractor and issue notice to proceed within twenty-one (21) days of notice by the JPA to the Surety of the default of Contractor and demand by the JPA for Surety to complete the Contract. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, or, if the JPA elects, upon determination by the JPA and the Surety jointly of the lowest bidder and the JPA, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the responsible qualified bidder, arrange for a contract between such balance of the contract price, including other losses, actual damages (including delay and disruption damages), expenses, costs and statutory attorney's fees, including appellate proceedings, pursuant to Section 627.756, Florida Statutes, for which the Surety may be liable hereunder. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by the JPA to Contractor under the Contract and any amendments thereto, less the

PERFORMANCE BOND
SECURITY GUARD SERVICES
Bond No. _____

amount properly paid by the JPA to Contractor; or

(3) Within fourteen (14) days of notice of elected option by the JPA, tender to the JPA the full amount necessary in order for the JPA to completely perform and carry out completion of the Contract in accordance with its terms and conditions and in order to save the JPA harmless on account of all claims and damages to persons or property, and pay the JPA for all losses, actual damages (including delay and disruption damages), including those arising from delay in meeting either milestone dates or the Contract completion date, expenses, costs and statutory attorney's fees, including appellate proceedings, pursuant to Section 627.756, Florida Statutes.

PROVIDED further that, the Surety shall save the JPA harmless from any and all damages, including expenses, costs, contractual damages, injury, negligence or default, patent infringement and actual damages (including delay and disruption damages) and assessments which may arise by virtue of any defects in work or materials within a period of one (1) year from the date on which the JPA makes final payment under the Contract.

PROVIDED further that, during any interim period after the JPA has declared Contractor to be in default but Surety has not yet remedied the default in the manner chosen by the JPA, Surety shall be responsible for securing and protecting the work sites including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site.

PROVIDED further that, no right of action shall accrue on this bond to or for the use of any person or corporation other than the JPA named herein or the heirs, executors, administrators or successors of the JPA.

IN WITNESS WHEREOF, the said Principal and the said Surety have duly executed this bond the ____ day of _____, 2012.

ATTEST:

ATTEST:

By: _____

Its

By: _____

Its

AS PRINCIPAL

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

ATTEST:

ATTEST:

By: _____

Its

By: _____

Its

AS SURETY

PERFORMANCE BOND
SECURITY GUARD SERVICES
Bond No. _____

NAME OF AGENT: _____

ADDRESS: _____

TELEPHONE NO: (____) _____ **FACSIMILE NO:** (____) _____

Countersigned:

By: _____ **Bond I.D. No:** _____
State of Florida

Name of Firm: _____

Address: _____

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT.

ATTACHMENT NO. 1

**REQUEST FOR PROPOSAL NO. 23-03
SECURITY GUARD SERVICES**

EVALUATION MATRIX

JAXPORT will make award based on the Proposer's ability to meet our needs as rated on the evaluation matrix shown below. Factors used to evaluate the Proposer's response, as well as the weighting of the factors, vary for each service and are listed below in descending order of importance.

ABILITY OF PROPOSER:		POINT MATRIX
A.	Personnel Qualifications and Experience	15
B.	Recent, Current and Projected Work Load	15
C.	Past and Present Record of Professional Accomplishments and Past Record of Performance for Using Agencies	25
D.	Ability to Meet, Design Approach and Work Plan for the Project	15
E.	Billing Rates	30
TOTAL POINTS:		100

How to Submit Your Bid Response in E-Builder




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

To submit your proposal:

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 manager (if applicable). 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). Ensure that your work is saved periodically.
5. *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.
6. On the **STEP 2: Response Documents** tab, click **Attach Documents**, and upload any supporting document needed to support your bid.
7. On the **STEP 3: Additional Required Info** tab, complete any additional questions or qualification statements that have been established by the bid manager. If any addenda have been issued, you are required to acknowledge receipt of the addenda on this page before submitting your bid.
8. Review the entire Response Form and click **Submit**.
9. When prompted, enter your e-Builder portal password and click **Submit Bid**.

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

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 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 **Submit** to resubmit your bid prior to the bid due date/time.

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 will result in a proposal or bid being considered “non-responsive,” and therefore will be rejected.

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