

REQUEST FOR PROPOSAL

RFP No. 21-03



JANITORIAL CLEANING SERVICES

(100% SEB participation only)

RFP DUE DATE: Wednesday, October 6, 2021

Jerrie Gunder, Contract Specialist

Jerrie.Gunder@JAXPORT.com

PROCUREMENT SERVICES

2831 Talleyrand Avenue, Jacksonville, Florida 32206

JAXPORT.com/procurement/active-solicitations

REQUEST FOR PROPOSAL 21-03

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**JANITORIAL CLEANING 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.

REQUEST FOR PROPOSAL 21-03
(100% SEB participation only)

**JANITORIAL CLEANING 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, OCTOBER 6, 2021**, at which time they will be opened publicly via “Go to Meeting” at <https://global.gotomeeting.com/join/299410517>.

All Proposals must be submitted in accordance with the Specifications of Proposal Number **21-03**, which may be obtained from our website:

<https://www.jaxport.com/procurement/>

**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 **JANITORIAL CLEANING SERVICES** for various areas of JAXPORT. All employees assigned to work under this contract will be required to have a TWIC Badge for access to certain areas of the Port and its Marine Terminals.

1.02 RECEIPT AND OPENING OF PROPOSALS

JAXPORT will receive Proposals until **WEDNESDAY, OCTOBER 6, 2021 at 2:00 PM (EST)** from companies licensed, qualified and interested in providing **JANITORIAL CLEANING SERVICES**, as per specifications listed on this RFP. These proposals will be publicly opened via “Go to Meeting” at the stated time and date listed above.

“GO-TO-MEETING” information

Meeting can be accessed from your computer, tablet or smartphone using one of the following methods:

<https://global.gotomeeting.com/join/299410517>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States (Toll Free): 1 866 899 4679

- One-touch: <tel:+18668994679,299410517#>

United States: +1 (571) 317-3116

- One-touch: <tel:+15713173116,299410517#>

Access Code: 299-410-517

1.03 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 Mail or Hand-Deliveries. Please visit the JAXPORT’s website at www.jaxport.com for more information and updates.**

The PDF file name should read **“RFP 21-03”** and the name of the Proposer’s company. “How to Submit Your Bid Response in E-Builder” is provided as **“Attachment No. 8.”** 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>

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. Proposer must ensure that its 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 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.

1.04 CONTRACT DOCUMENTS

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

1.05 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.

1.06 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.

1.07 QUESTIONS & ADDENDUM

Any questions regarding this Request for Proposals (RFP) should be directed to **Jerrie Gunder, Contract Specialist** and submitted either by email to jerrie.gunder@jaxport.com or submittal through E-Builder. Answers to questions will be released on an Addendum directed to all known prospective proposers registered in the E-Builders website and advertised on JAXPORT's website under Active Solicitations at <https://www.jaxport.com/procurement/>

The deadline for questions will be THURSDAY, SEPTEMBER 23, 2021 at 9:00 AM (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 Addendum 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) 357-3455 to determine if any Addendum have been issued and to make such Addendum 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.

1.08 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 provide 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. Failure to submit all information requested will result in a proposal being considered “non-responsive,” and therefore will be rejected.

1.09 MINIMUM REQUIREMENTS

In considering the responsibility of Proposers, JAXPORT will examine the following factors. Evaluation Criteria should be submitted in sufficient detail to allow proper evaluation of all proposals.

- A. The company or the owners of the company must have been primarily in the industrial/commercial JANITORIAL CLEANING SERVICES business for a minimum of five (5) years ending June 30, 2021, and must have worked on similar contracts in size and complexity, specifically with geographically separate facilities in the past. Describe Janitorial Cleaning Services industrial/commercial experience and number of years.
- B. At the time of proposal submittal, proposer must: 1) Show evidence of possessing adequate industrial/commercial cleaning equipment including service vehicles to meet JAXPORT’s performance standards. 2) Show evidence of having in their employ a sufficient number of qualified supervisors and service personnel, considered necessary to produce the desired quality of work and to adequately meet the needs of geographically separate facilities.
- C. All employees must wear uniforms that clearly show the company name and have the employee’s full name on a nametag and all vehicles must display permanent company logos. Removable magnetic logos used on company vehicles will not be acceptable.
- D. At the time of proposal submittal, Proposer must submit valid copies of business license and permits necessary to perform scope of work, listed on Article IV of this RFP.
- E. Provide three (3) relevant references in which your company provided industrial/commercial Janitorial Cleaning Services within the last 5 years. Include contact name, name of company or the owners, contact email and phone number.
- F. Proposed prices for all JAXPORT locations in accordance with specifications, terms and conditions of this RFP.
- G. Other matters that may influence the ability of the Proposer to perform the Contract.

In this regard, JAXPORT reserves the right to reject any and all Proposals and to waive any non-conformance in Proposals received, whenever such rejection or waiver is in the best interest of JAXPORT.

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

1.10 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 Proposals 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.

1.11 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 the purpose of shielding any individual, firm, Partnership Corporation, or other business entity from the application of this provision may be considered for disqualification.
- E. Items 'C' and 'D' above will be considered by JAXPORT after the opening of 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 Procurement Services, and the decision of the Chief Executive Officer will be final.
- F. Failure to provide the notarized forms, if any, required in the Proposal documents, and any other requirements listed in Article III.
- G. Failure to disclose any disciplinary actions taken or pending against the firm within the past three (3) years.

Minor irregularities that do not materially affect the Proposal may be waived at the sole discretion of JAXPORT.

1.12 NON-WARRANTY OF RFP INFORMATION

Due care and diligence have 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. JAXPORT and its representatives shall not be responsible for any error or omission in the RFP.

1.13 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 bonafide 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.

1.14 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.

1.15 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 (\$35,000) provided in section 287.017 of the Florida Statutes.

1.16 DISCRIMINATORY VENDOR LIST

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

- Submit a 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:

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

1.17 PROPOSERS REPRESENTATION AND AUTHORIZATION

In submitting a proposal, each Proposer understands, represents, and acknowledges the following (if the Proposer cannot 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 the 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 true 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.

1.18 E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

Proposers are required to complete and submit with their proposals an 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.

1.19 NON-DISCRIMINATION PROVISIONS

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

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

1.20 PUBLIC MEETING REQUIREMENTS

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

1.21 PUBLIC RECORDS

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

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

1.22 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 <https://www.jaxport.com/procurement>

1.23 EX-PARTE COMMUNICATION PROHIBITED

JAXPORT believes that any ex-parte communication concerning the solicitation, evaluation, and selection process denies all firms submitting 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 appointed or elected officials of JAXPORT.

1.24 SMALL AND EMERGING BUSINESS (SEB) PARTICIPATION

It is the official policy of the Jacksonville Port Authority (JAXPORT) to require the inclusion of firms owned and controlled by Small and Emerging Business Enterprises in contract awards and projects whenever feasible.

Based upon the present availability of JSEB/DBE/SBA/MBE/WBE to perform the type of work required on this contract, the Authority has determined the participation goal established for this contract is **100% SEB Participation**.

1.25 EXECUTION OF THE CONTRACT

Within twenty (20) days after Notice of Award, the successful Proposer will furnish the required certificates of insurance and any other requirements and enter into a formal agreement with JAXPORT. Failure to execute the Agreement as provided in these documents within twenty (20) days from the date of Notice of Award may be just cause, unless such failure has been caused by JAXPORT, for JAXPORT to annul and void the award. Award may then be made to another 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.

1.26 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.

1.27 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 **21-03**; 3) Addendum to Proposal; 4) JAXPORT'S Request for Proposal **21-03**; and 5) Proposer's Proposal.

1.28 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.

1.29 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.

1.30 TAX EXEMPT

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

ARTICLE II GENERAL CONDITIONS

2.01 DEFINITIONS

JAXPORT - The Jacksonville Port Authority.

SEB - Small and Emerging Business Enterprises.

JSEB/DBE/SBA/MBE/WBE CERTIFICATIONS – SEB certified categories are defined as Jacksonville Small and Emerging Business Enterprise (JSEB); Disadvantaged Business Enterprise (DBE); Small Business Administration Certified Firms (SBA); and Minority/Women Business Enterprise (MBE/WBE).

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 **JANITORIAL CLEANING SERVICES** for the Jacksonville Port Authority”, **RFP 21-03** 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 1.26.

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

INSPECTOR – Designated JAXPORT individuals who provide the Contractor with routine Contract information and accept the work performed as either acceptable or not acceptable. Advises the Contracting Officer if Contract Modifications are required. The Inspectors will be designated in writing at the post award conference.

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

CONTRACTOR'S REPRESENTATIVE(S) - Individual(s) designated in writing by the Proposer at the time of contract award as the only individual(s) authorized to act for the Proposer in all matters, including change orders, modifications to contract terms, quoting of services and provision of estimates for additional services not stated in the scope of services.

2.02 SCOPE OF SERVICES

The services to be performed under this Contract is specified in Article IV, Scope of Services, with services to be performed as specified. JAXPORT, without invalidating the Contract, reserves the rights to order extra work or make changes by altering, adding to, or deducting from the work and/or location(s), and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated fee(s). Changes in the work and/or location(s) 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 year (3) period with two (2) additional, one-year (1) renewal options** made at the sole discretion of JAXPORT, based on vendor performance and adherence to all terms and conditions of this Request for Proposal.

2.04 AWARD OF CONTRACT

This is an evaluated contract and JAXPORT intends to award a Contract to one (1) Proposer receiving the *highest* number of points by submitting the most responsive and responsible proposal that, when evaluated, is deemed to be in the best interest of both entities. JAXPORT will be the sole judge of which proposal is ultimately determined to be in their best interest and its decision will be final. Only those proposals received in a timely manner from Proposers who can provide evidence that they are fully competent, have the requisite experience, organizational and financial capabilities will be considered. JAXPORT reserves the right to accept or reject any or all proposals. JAXPORT assumes no obligation or commitment to make an award to any person or firm submitting a proposal.

At the discretion of JAXPORT's Evaluation Committee, selected Proposers that are determined to be best qualified based upon the evaluation of written responses, may be invited to make presentations of their experience and approach prior to final selection. Such interviews or presentations will be scheduled at JAXPORT's convenience. JAXPORT will not be liable for any costs incurred in connection with such interviews and/or presentations. JAXPORT is not required to contact a Proposer to obtain additional information to evaluate the Proposal.

JAXPORT will make an award based on a Proposer's ability to meet both entities needs and requirements. Factors used to evaluate each Proposer's response, as well as the weight attributed to each of the factors will vary for each category and are listed in the **Evaluation Matrix - "Attachment No. 2."**

2.05 ESCALATION / DE-ESCALATION

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

2.06 CERTIFICATION/PROPOSER QUALIFICATIONS

Based upon the present availability of JSEB/DBE/SBA/MBE/WBE to perform the type of work required on this contract, the Authority has determined the participation goal established for this contract is **100% SEB Participation**. Proposer must be a qualified and licensed Firm and have current experience in providing the types of professional 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.

2.07 PAYMENT

A. All invoices will reference the Contract No. **21-03**. An original and one copy will be emailed to:

accounts.payable@jaxport.com

or mail to:

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

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

2.08 RESPONSIBILITIES OF THE PROPOSER

A. A mandatory post award conference will be scheduled after the Contract is awarded, when the Contractor will furnish the performance bond, certificates of insurance, copies of licenses and other items required by JAXPORT.

- B. The Contractor will begin the services as described in the Contract upon issuance of a written Notice to Proceed by JAXPORT. The Contractor will be allotted no more than thirty (30) days from date of notice to transition all labor, equipment and materials needed to perform JANITORIAL CLEANING SERVICES as scheduled at the five (5) JAXPORT locations.
- C. The Contractor is responsible for providing professional quality JANITORIAL CLEANING SERVICES, technical knowledge, and timely completion of the work to be done, in compliance with all terms and conditions of the Contract.
- D. The Contractor will remain liable for all damages to, or incurred by, JAXPORT caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- E. The Contractor represents that it's an independent contractor and not an employee of JAXPORT, nor are any of Contractor's employees performing services in furtherance of this Contract to be considered employees of JAXPORT. The Contractor 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 Contractor will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Contractor.
- F. The Contractor will designate in writing a qualified person(s) and an on-site supervisor to act as its representative. The Contractor's Representative(s) will have authority to act for the Contractor in all matters covered by this Contract. The Contractor's Representative(s) will be qualified and authorized to make joint inspections with JAXPORT's Inspector at completion of the job and to provide detailed information on hours of labor to be charged and lists of material used on jobs, and will be available to meet with JAXPORT during the working hours of JAXPORT.
- G. The Contractor will have a competent working supervisor on the job at all times when services are being performed, either the Contractor's Representative or another qualified person with full authority from the Contractor and who is satisfactory to JAXPORT. **All supervisors must be provided a copy of the contract and must be thoroughly familiar with the Contract terms.**
- H. An on-site supervisor must be assigned to each work location and must be able to accomplish all supervisory tasks as well as the following:
1. Provide an adequate work force to service buildings according to the contract requirements.
 2. Provide sufficient backup personnel to cover absenteeism or extend existing work force hours to compensate for absent personnel.
 3. Train personnel properly in performing work in accordance with up to date cleaning tasks, methods and to the expectation of JAXPORT's requirements.
 4. Janitorial cleaning services are to be performed daily/nightly, weekly and monthly, or as pre-scheduled by JAXPORT.
 5. Provide adequate and proper cleaning tools and equipment necessary to satisfactorily perform all cleaning tasks.
 6. Acquaint all cleaning supervisory personnel regarding JAXPORT rules, including those pertaining to JAXPORT's personal property (i.e. PC's, phones, calculators, etc...).
 7. Assure observance of safety rules by all employees. MSDS sheets for all chemicals, being used on this contract must be kept at one location, and employees will be advised on this location. Janitorial closets assigned to the Contractor are to be strictly monitored for safe storage of products and compliance with all fire and safety rules. **An inspection of the closets will be included in the mandatory, monthly meeting between the Contractor and JAXPORT's Inspector.**
 8. Assure lock up of designated rooms and buildings according to schedule.

9. Provide key control.
 10. Conserve electrical energy, water and heat/cooling, turn off all office lights once cleaning is completed.
 11. Assure that “found” items are taken, in a timely manner, to the person designated in writing as authorized to receive said items at each facility.
 12. Promptly report maintenance repair items, and hazardous conditions to the JAXPORT representative.
 13. Immediately report fires and security problems to the Security Operations Center staff.
- I. JAXPORT will require the Contractor to remove from JAXPORT property all employees deemed careless, incompetent, or otherwise objectionable and/or detrimental to JAXPORT’s interests. The contractor must have onsite at all times a Supervisor that understands and clearly speaks English.
 - J. All Contractor employees must be neat and clean in appearance and will wear an identification badge and uniform. The badge must clearly display the employee’s name, photo and company name. The badge must be worn in plain sight at all times while the employee is on JAXPORT’s premises. Employees must wear uniforms that clearly show the company name and have the employee’s full name on a nametag.
 - K. Any vehicles used by contractor employees will have the company name clearly visible with a sign on the side or with an easily readable placard or sign in the front window and will only be parked in designated parking areas.
 - L. The Contractor will inform their employees, and ensure their compliance with the following:
 1. No guns, knives or other weapons are allowed on JAXPORT premises.
 2. No drugs, or other prohibited substances, including alcohol, are allowed on the JAXPORT premises.
 3. All building regulations concerning smoking.
 4. Contractor’s employees are prohibited from using, reading and disclosing materials and documents available in the facilities of JAXPORT and against use of JAXPORT personal property, such as PC’s, radios, typewriters, terminals, calculators, etc. which may be in any of the JAXPORT facilities. The contractor will be responsible for seeing that its employees do not disturb documents, papers on desks, or open desk drawers or cabinets.
 - M. The contractor is responsible for the repair or replacement cost of any damage to JAXPORT property. Failure to report the same within twenty-four (24) hours may be cause for termination of this Contract.
 - N. Contractor’s employees will not be assisted or accompanied by non-employees during the performance of the scope of work.
 - O. The Contractor must be responsible for correcting deficiencies reported the day before, between the hours of 7:00 a.m. and 10:00 a.m. of the following day. The deficiencies must be corrected in accordance with specification requirements, if not; a deduction for the total day’s price for that service will be deducted from the contractor’s monthly invoice.

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 Inspectors for this Contract. The list will be updated as necessary. Also, JAXPORT will provide a contact person for Contractor employees to notify if a room or facility is not available for cleaning at the time specified in the Contract.
- B. JAXPORT will promptly notify the Contractor by email, or its designated representative(s), of any problem encountered during the Contract term and will arrange for a meeting to resolve issues. Sign-offs of completed work, where applicable, will be supplemented by a mandatory, monthly meeting to review the Contractor’s performance, which will be documented on a performance appraisal form.

- C. JAXPORT will provide timely processing of Contractor'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 Contractor in violation of Contract terms.
- D. JAXPORT will provide, without cost to the Contractor, janitorial closets wherever possible. However, the Contractor is not guaranteed continued use of these closets but will be given advance notice if or when continued use is no longer available.
- E. JAXPORT will furnish utilities (i.e., water, electricity). All Contractor personnel will conserve energy in as much as possible.
- F. A designated phone will be provided for emergency use only.
- G. JAXPORT will provide sufficient keys to permit the Contractor to carry out responsibilities of the Contract. All keys remain the property of JAXPORT and may not be duplicated or removed from the facility. A key box will be provided to the Contractor, with access only by the Contractor supervisor and the designated JAXPORT representatives. Any keys lost or misplaced by the Contractor's employees will be replaced by JAXPORT at cost plus per hour wage of JAXPORT's employee. If deemed necessary for security, JAXPORT will require the changing of lock(s) and all costs associated with such charges will be assessed to Contractor. At the time of the post award conference, an inventory of keys must be signed by the Contractor.
- H. The contractor will perform inspections of each building to ascertain compliance to the specifications. A weekly Janitorial Quality Assurance Report (**Attachment No. 6**) will be emailed to the designated JAXPORT inspector by 10:00 AM every Monday. Any found performance deficiencies will be reported to the location supervisor on the same day.
- I. Vendor performance will be monitored via acceptance of service report.
- J. Failure to address deficiencies listed on acceptance of services report will be grounds for termination of contract.

2.10 INDEMNIFICATION

Any Contract resulting from this Request for Proposal will include the following provisions:

To the fullest extent permitted by law, the Proposer agrees to indemnify, defend and hold harmless JAXPORT, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of 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:

Workers' Compensation/Employers' Liability

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

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

- \$100,000 (Each Accident)
- \$500,000 (Disease-Policy Limit)
- \$100,000 (Disease-Each Employee)

Commercial General Liability

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

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$500,000
Personal and Advertising Injury, Each Occurrence	\$500,000
Bodily injury and Property Damage (each occurrence)	\$500,000

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 10/1 addition date (for ongoing operations) and CG 20 37 10/1 addition date (for completed operations), or substitute endorsements providing equivalent coverage, will be attached to contractors CGL.

Business Auto Policy

ISO Form Number CA 00 01 covering any auto (Code 1), or if contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than \$500,000 per accident for bodily injury and property damage.

Umbrella Liability

\$1,000,000 per Occurrence

Minimum underlying coverages shall include Commercial General Liability, Automobile. The umbrella coverage will have drop down insurance coverage.

- The contractor's CGL coverage will be primary and non-contributory.
- A waiver of subrogation is required for Workers Compensation, GL, and Auto Liability. Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any of the policies of insurance maintained pursuant to this Subcontract. Provide the risk manager with a blanket waiver of subrogation endorsement certificate.
- Prior to commencing work, Contractor shall furnish Owner with certificates of insurance, and copies of additional insured endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.
- Cross-Liability Coverage If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- Subcontractor's' Insurance. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified in this agreement. When requested by Owner, Contractor shall furnish to Owner copies of certificates of insurance evidencing coverage for each subcontractor.
- No Representation of Coverage Adequacy by requiring the insurance as set out in this Agreement, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to Owner in this Subcontract.

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

2.12 SECURITY IMPLEMENTATION PROCEDURE

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

Transportation Worker Identification Credential (TWIC)

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

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

TWIC: Universal Enrollment Centers

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

JAXPORT Business Purpose Credential

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

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

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

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

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

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

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

TWIC Escort Provisions

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

Contractor deliveries from Non-TWIC vendors may be escorted by JAXPORT approved Prime Contractor escorts. The prime contractor will be required to submit a request for TWIC Escort privileges to accesscontrol@jaxport.com . Once approved, the contractor's employee(s) will attend a JAXPORT provided MTSA TWIC Escort Class in addition to the standard MTSA 33 CFR 105.215 Security Class at a combined cost of \$55.00. **These authorized individual(s) must have no collateral duties that will separate the escort from the escorted visitor while serving as escort.** Note - Limitations to the number of TWIC Escort authorizations will be set by the JAXPORT Public Safety Department.

Truck drivers, vendors, labor may not conduct escorts.

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

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

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

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

Federal regulation definition: 33.CFR 101.105

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

JAXPORT TWIC ESCORTS

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

After review of the Contractors operation; JAXPORT will decide the number of escorts required to meet the federal regulation ratios of TWIC escort per non-TWIC worker. This will be based on operational requirements.

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

After 6:00PM until 7:00AM, weekends, holidays - Subject to two hours minimum \$250.00; \$125.00 each additional two-hour block thereafter.

Examples:

1. One TWIC Escort for an 8-hour day is \$501.00 (= 4 TWIC Credentials)
2. One TWIC Escort for 1 to 5-day work week is \$2,505.00 (= 20 TWIC Credentials)

NOTE:

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

2.13 PERMITS AND LICENSES

All licenses necessary to carry out the delivery will be secured and paid for by the Proposer and remain in effect throughout the duration of the Contract. If the Proposer allows unlicensed personnel to perform work on JAXPORT facilities, the Contract will be terminated immediately.

2.14 PERFORMANCE BOND REQUIREMENT – None

2.15 TERMINATION FOR DEFAULT

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

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

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

2.16 TERMINATION FOR CONVENIENCE

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

2.17 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.

2.18 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 effected will promptly notify the other in writing of the nature, cause, date of commencement and the anticipated extent of such delay, and will indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be affected by that.

2.19 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.

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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 undersigned proposes to furnish all labor, equipment and materials as to perform **JANITORIAL CLEANING SERVICES** as required for a period of three (3) years in accordance with the Scope of Work detailed in Article IV of this proposal, at the following prices:

JANITORIAL CLEANING SERVICE COST - YEAR 1			
LOCATION NO.	DESCRIPTION	MONTHLY COST	ANNUAL COST (PER MONTH X 12)
1.	Port Central Office Building (PCOB) <i>(approximately 31,120 sq. ft.)</i>	\$	\$
2.	Security Operations Center (SOC) <i>(approximately 6,200 sq. ft)</i>	\$	\$
3.	Dames Point Cruise Terminal (DPCT) - "Bi-Monthly Service" <i>(approximately 19,920 sq. ft)</i>	\$	\$
4.	Blount Island Marine Terminal (BIMT) <i>(approximately 12,225 sq. ft)</i>	\$	\$
5.	Talleyrand Marine Terminal (TMT) <i>(approximately 7,500 sq. ft)</i>	\$	\$
YEAR 1 - TOTAL ANNUAL SERVICE COST (Location No. 1 – 5):			\$

JANITORIAL CLEANING SERVICE COST - YEAR 2			
LOCATION NO.	DESCRIPTION	MONTHLY COST	ANNUAL COST (PER MONTH X 12)
1.	Port Central Office Building (PCOB) <i>(approximately 31,120 sq. ft.)</i>	\$	\$
2.	Security Operations Center (SOC) <i>(approximately 6,200 sq. ft)</i>	\$	\$
3.	Dames Point Cruise Terminal (DPCT) - "Bi-Monthly Service" <i>(approximately 19,920 sq. ft)</i>	\$	\$
4.	Blount Island Marine Terminal (BIMT) <i>(approximately 12,225 sq. ft)</i>	\$	\$
5.	Talleyrand Marine Terminal (TMT) <i>(approximately 7,500 sq. ft)</i>	\$	\$
YEAR 2 - TOTAL ANNUAL SERVICE COST (Location No. 1 – 5):			\$

JANITORIAL CLEANING SERVICE COST - YEAR 3

LOCATION NO.	DESCRIPTION	MONTHLY COST	ANNUAL COST <small>(PER MONTH X 12)</small>
1.	Port Central Office Building (PCOB) <small>(approximately 31,120 sq. ft.)</small>	\$	\$
2.	Security Operations Center (SOC) <small>(approximately 6,200 sq. ft.)</small>	\$	\$
3.	Dames Point Cruise Terminal (DPCT) - "Bi-Monthly Service" <small>(approximately 19,920 sq. ft.)</small>	\$	\$
4.	Blount Island Marine Terminal (BIMT) <small>(approximately 12,225 sq. ft.)</small>	\$	\$
5.	Talleyrand Marine Terminal (TMT) <small>(approximately 7,500 sq. ft.)</small>	\$	\$
YEAR 3 - TOTAL ANNUAL SERVICE COST (Location No. 1 – 5):			\$

LOCATIONS 1-5 - EXTENDED ANNUAL TOTAL – (Years 1 – 3):

\$ _____

(Add Above Amount in E-Builder Under Bid Item No. 001)

DPCT JANITORIAL CLEANING SERVICE COST OWNER'S OPTION NO. 1

"Full Service" at DPCT will go into effect once Carnival Cruise Lines resumes normal cruise services.

LOCATION NO. 3	"FULL SERVICE" YEAR	MONTHLY COST	ANNUAL COST <small>(PER MONTH X 12)</small>
Dames Point Cruise Terminal (DPCT) <small>(approximately 19,920 sq. ft.)</small>	YEAR 1	\$	\$
Dames Point Cruise Terminal (DPCT) <small>(approximately 19,920 sq. ft.)</small>	YEAR 2	\$	\$
Dames Point Cruise Terminal (DPCT) <small>(approximately 19,920 sq. ft.)</small>	YEAR 3	\$	\$

DPCT FULL SERVICE - EXTENDED ANNUAL TOTAL – (Years 1 – 3):

\$ _____

(Add Above Amount in E-Builder Under Bid Item No. 002)

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

REQUEST FOR PROPOSAL 21-03
(100% SEB participation only)

JANITORIAL CLEANING 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, I have met the minimum requirements (**See Article 1, Paragraph 1.09**), and will fully comply with such terms and conditions.

Date: _____

Company Name: _____

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

Authorized Agent's Name: _____

Authorized Agent's Signature: _____

Authorized Agent's Title: _____

Authorized Agent's Email Address: _____

Telephone Number: _____ Fax Number: _____

Federal Identification Number : _____

Remittance Address: _____

City: _____ State: _____ Zip Code: _____

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

The following items must be submitted with the Proposal Form:

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

1. Proposal Form Article III (with prices for three years including Owner's Option 1)
2. Degree of past and present experience where your company performed janitorial cleaning services similar to those listed in this RFP. Previous satisfactory contracts for Janitorial Cleaning Services in large commercial facilities are preferred.
3. Evidence of possessing sufficient personnel and equipment to perform janitorial cleaning services for all JAXPORT locations, consistent with JAXPORT's established levels of performance and desired levels of quality and service. JAXPORT will be the sole judge of a company's qualifications and capabilities.
4. A management plan with an organization chart and resumes addressing the requirements of the scope of work. Describe proposed project organization with regard to responsibilities. Describe contingency plans in the event of the loss of project supervisors, staff members, addressing the availability of replacement personnel with equivalent backgrounds.
5. A list with the name and contacts information of Supervisor's and cleaning personnel that will be assigned to each location.
6. Description of the procedures and methods to be used in the administration, control and quality assurance of the janitorial cleaning services.
7. Location of office, staffing of office and hours of operation. All proposers must have a business location in Jacksonville, FL, please provide business address.
8. Number of full time and/or part time personnel employed by firm, and the proposed staffing plan for JAXPORT.
9. Pictures of company uniforms and logos for vehicles.
10. List of customer references (minimum three (3) references), from commercial customers, utilizing similar services as in this proposal, include contact name, email address and telephone number (per Article 1.10).
11. Copy of Occupational License for the past three (3) years.
12. Conflict of Interest Certificate - (EXHIBIT A).
13. Sworn Statement on Public Entity Crimes - (EXHIBIT B).
14. E-Verify Employment Acknowledge Form - (EXHIBIT C).
15. Owner's Minimum Project Work Rules – (EXHIBIT D).
16. Owner's Project Safety Guidelines – (EXHIBIT E).
17. Provide list of equipment owned by the Proposer.
18. SEB Certification requirement.
19. Any other requirements listed in Request for Proposal.

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

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

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

PROPOSER'S CERTIFICATION

1) Certification and Representations of the Proposer

By signing and submitting a proposal, the Proposer certifies and represents as follows:

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

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REQUEST FOR PROPOSAL 21-03

(100% SEB participation only)

**JANITORIAL CLEANING SERVICES
FOR THE JACKSONVILLE PORT AUTHORITY**

NO PROPOSAL FORM

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

Jacksonville Port Authority

Procurement Services

FAX: (904) 357-3077

OR

jerrie.gunder@jaxport.com

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

Name of Firm: _____

Signature: _____

Printed Name: _____

Title: _____

Telephone Number: _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

ARTICLE IV SCOPE OF SERVICES

4.01 GENERAL OVERVIEW

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

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

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

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

JAXPORT's three marine terminals handled a total of 9.9 million tons of cargo in 2020, including more than 1.27 million TEUs (containers) – making Jacksonville the largest container handling port in Florida – and 550,000+ vehicles, ensuring JAXPORT's ranking as one of the top vehicle ports in the U.S.

JAXPORT features 19 container cranes, warehousing, Foreign Trade Zone status and intermodal connections enhanced through its two Intermodal Container Transfer Facilities (ICTF). To help speed goods to market, shippers can take advantage of Jacksonville's location at the crossroads of three major railroads (CSX, Norfolk Southern and Florida East Coast Railway) and three interstate highways (I-95, I-10, and I-75).

Cargo activity through the Port of Jacksonville generates 138,500 jobs in Florida and supports nearly \$31.1 billion in annual economic output for the region and state.

JAXPORT's Vision

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

JAXPORT's Mission

Creating jobs and opportunity by offering the most competitive environment for the movement of cargo and people.

4.02 SCOPE OF SERVICES

JAXPORT currently has five (5) locations that require Janitorial Cleaning Service. The total combined square footage to be cleaned is approximately **76,965** square feet. The primary objective is to ensure reliable, efficient and professional **JANITORIAL CLEANING SERVICES** that is responsive to changing requirements. On an as needed basis, additional janitorial and carpet cleaning services may be required to meet temporary operational requirements.

The Contractor must furnish all labor, equipment and materials as specified below to perform **JANITORIAL CLEANING SERVICES** as scheduled at each location, using the methods, materials and equipment as further outlined in this Contract. JAXPORT reserves the right to add, change or delete locations, square footage and/or frequency of service(s) as necessary. **The building locations and scheduled days of services are listed in ATTACHMENT NO. 1 "Service Locations."**

4.03 EQUIPMENT

The Contractor will furnish all equipment, materials and supplies required to do the work as outlined in this Contract. This includes, but is not limited to, vacuum cleaners, floor machines, mop buckets, mops, mop heads, brooms, dusters, rags, gloves, brushes, and other materials/supplies or equipment not provided by JAXPORT.

4.04 MATERIALS, SUPPLIES AND EQUIPMENT TO BE FURNISHED BY JAXPORT

JAXPORT will furnish the following materials and cleaning supplies required to do the work, including, but not limited to the following:

1. Soaps and detergents.
2. Cleaning agents and chemicals used on walls, furniture, toilet, glass, tile, brick, concrete or other building surfaces.
3. Germicides or fungicides.
4. Toilet tissue paper
5. Paper towels.
6. Trash can liners. Liners are to be reused as much as possible to control cost.
7. Soap for dispensers.
8. Toilet seat covers (if applicable)
9. Urinal blocks.
10. Wax liners.

It is the Contractor's responsibility to notify the inspector in advance when additional materials or cleaning supplies are needed.

4.05 EQUIPMENT TO BE FURNISHED BY JAXPORT

1. Trash cans, large and small.
2. Trash dumpsters.

4.06 CLEANING PROCEDURES FOR SUPPLIES BEING FURNISHED BY JAXPORT

- A. Germicidal Cleaners:** The method in which it is applied must not cause any surface deterioration and must not cause color to bleach or bleed. All containers must be labeled with the hazardous agent noted and necessary precautions indicated.

Germicidal cleaner must be used in the following areas on a normal cleaning schedule:

1. Drinking fountains and water coolers
2. Restrooms and shower areas, stools, urinals, surrounding wall areas and all floor areas in restrooms.
3. Wastebaskets, trash containers
4. Telephones
5. Kitchen area
6. Other as applicable

- B. All Purpose Cleaner:** An all-purpose cleaner is to be used in all areas that do not require a germicidal cleaner. This includes:

1. Walls
2. Windows
3. Doors
4. Floors
5. Chrome area
6. Counter tops, ledges, heaters
7. Desk, drawers, and closets

- C. Toilet Bowl Cleaner (Non-Acid):** Cleaner solution must clean and deodorize without damaging the finish of fittings. It is to be used on stools and urinals.

- D. Paper Products:** Paper products must be stored at each location, Proposer must maintain sufficient quantities at each location, in the event of an emergency these supplies must be readily accessible by JAXPORT employees.

All supplies will be properly labeled and hazardous materials noted. If a product is removed from the original container, the alternate container will be clearly marked to indicate what it contains. All applicable Material Safety Data Sheets (MSDS) will be kept in a notebook in the janitorial closets, and a copy of these sheets will be provided to JAXPORT. No product is to be stored in an unsealed container.

All products must be stored properly and safely to ensure there is no possibility of spills or spontaneous combustion causing a risk to personnel or property. These products and the method in which they are applied must not cause color to bleach or bleed or cause any surface deterioration.

4.07 FLOOR CARE PROCEDURES AND SUPPLIES TO BE FURNISHED BY THE CONTRACTOR

- A. Floor Care Supplies** - Floor care cleaning supplies will be provided by the Contractor and prior to being used on any location, these supplies must be approved by the JAXPORT Inspector. JAXPORT reserves the right to reject any products (floor cleaning supplies, stripping solutions, waxing liquids, etc.) that fail to meet the specifications or achieve JAXPORT's desired standards.

The following floor care products or an approved equal must be used to achieve JAXPORT's desired standard of quality:

1. Floor Science Spray Buff
2. Floor Science Wax
3. Zep Heavy Duty Floor Stripper
4. Zep Certeza Grout Cleaner
5. Zep PH Neutral Floor Cleaner
6. Zep Ceramic & Tile Cleaner

- B. Floor Sealer (to be provided by Contractor, when requested):** The floor sealer must have a minimum of 18% solids, be anti-slip and readily strippable by standard maintenance techniques. The sealer must dry to a hard-durable gloss finish without buffing and must not powder, peel or show signs of cracking. Discoloration must not be noticeable to the naked eye. The cured film must exhibit superior water and detergent resistance qualities and must not be soft or tacky to the touch. It must be completely compatible with the floor finish that will be applied over it. It must not cause the floor covering to deteriorate, bleed or bleach the color.

- C. Floor Finish (to be provided by Contractor, when requested):** The floor finish must be compatible with the finish and sealer presently on the floors. It is to be a buffable interlock polymer finish with a minimum solids content of 16%. It must be anti-slip and readily strippable. It must dry to a hard-durable gloss finish without buffing and must not powder, peel or show signs of cracking. The cured film will exhibit superior water and detergent resistance qualities and must not be soft or tacky to the touch. Floor finish must be slip resistant, resist marking and scuffing, and have excellent durability.

4.08 CONTRACTOR EMPLOYEE WORKING HOURS

The Contractor's personnel must employ a sufficient number of hours to accomplish all daily tasks according to the standards set forth in the Contract. The Contractor has the option to either increase the number of employees on the job, or to extend the work hours of the shift (except where specific work hours are noted) to ensure compliance with the Contract specifications, neither of which will alter the contract cost.

The Contractor must have a working Supervisor on duty at all times. Daily work start time may vary at different facilities. See the facility specifications for start times. Personnel will not start work any earlier than this time without permission from the JAXPORT representative. The Contractor will be informed in writing by the JAXPORT representative of any unusual events that will affect the work schedule. For facilities with specific workdays, work must be completed on these days and may not be deviated from without prior permission from the JAXPORT representative. The Contractor may be given the name and phone number of a JAXPORT employee to contact when daily work is completed. This person will inspect the completed work and sign an inspection form. The Contractor will also notify this individual if cleaning cannot be performed due to JAXPORT employees still in building, if access cannot be obtained to a building, or for any other reason.

The Contractor will keep the records identified below for each employee performing the work described in this Contract:

1. Employee name
2. Daily/Nightly hours worked
3. Designated work area

Failure to satisfactorily perform the quality of work required under these specifications will be accepted as evidence that the Contractor work force is too small or that supervision is inadequate. In any case, immediate corrective measures must be made, or upon notification of the Contract Officer, JAXPORT may terminate the Contract and Contractor will forfeit the Performance Bond.

4.09 CONTRACT DEDUCTIONS FOR NON-PERFORMANCE

It is JAXPORT's objective to obtain top quality service in accordance with the specifications, terms and conditions set forth in the Contract. The inclusion of deductions in no way is to be construed as accepting non-performance, and in instances where non-performance is repeated or major, JAXPORT may terminate the Contract and the Contractor will forfeit the Performance Bond.

The Contractor will provide a telephone number of an individual responsible for correcting any problems found by JAXPORT representatives at the start of the workday. This individual will respond within two (2) hours, with appropriate personnel, to correct any problems reported. Failure to meet this requirement will result in JAXPORT correcting the problem and deducting an appropriate amount which may be the total day's price for that service or based on a per square foot basis, whichever is higher from the Contractor's monthly payment. If JAXPORT, in its sole judgment, determines that the problem must be corrected immediately, the Contractor will be notified of the deduction to be made. Deductions will be made on a per square foot basis. The monthly Contract amount will be divided by the facility's square footage.

4.10 OWNER'S MINIMUM PROJECT WORK RULES & SAFETY GUIDELINES

- *See EXHIBIT D FORM, page PWR-1 and EXHIBIT E FORM, pages PSG-1 TO PSG-2*

4.11 DAILY/NIGHTLY/WEEKLY/MONTHLY CLEANING REQUIREMENTS ALL LOCATIONS

All locations being serviced under this contract shall be maintained in accordance with the requirements listed herein. No changes to the start times or the day of the week services are made without explicit approval of the JAXPORT Inspector. At the start of the Contract and each year thereafter, the Contractor will provide the JAXPORT Inspector with a schedule showing the specific dates for daily/nightly, weekly and monthly services to be performed. After the JAXPORT Inspector has approved this schedule, no changes will be made without the express written approval of the JAXPORT Inspector. A minimum of two (2) employees will be required at all times at specified locations. The building locations and scheduled days of services are listed in ATTACHMENT NO. 1 - "SERVICE LOCATIONS"

1. DAILY/NIGHTLY CLEANING REQUIREMENTS

- A. TILE FLOORS - Cleaning apply to all tiled surfaces/hard surfaces including stairways, vinyl tile, sheet goods, rubber tile terrazzo, brick, glazed brick, flagstone, quarry and ceramic tile.**
 - 1. Completely dust, mop and sweep all spaces.
 - 2. Damp mop all areas. Change water often and rinse mops and buckets often.
 - 3. Remove chewing gum, blood, and other spilled fluids and/or foreign matter.
 - 4. Dust & clean all baseboards (wet wipe as required)
 - 5. Mop spills and overflows as necessary (**Caution – Wet Floor Signs and fans must be used when applicable**)

- B. CARPETS - Cleaning apply to all carpeted areas including stairways and doormats located inside/outside of all entrance doors.**
 - 1. Completely vacuum and clean.
 - 2. Spot clean spills, blood, and other spilled fluids and/or foreign matter as required. Extract any water from carpet due to spills, water leaks or overflows.
 - 3. Dust and clean baseboards (wet wipe as required)
 - 4. Clean all spots caused by cleaning crew as necessary.

- C. WOOD FLOORS - Cleaning apply to all wooden floors**
 - 1. Dust, sweep and Mop and/or Damp Mop all wood floors.

D. RESTROOMS - Cleaning apply to all restrooms

1. Wash and disinfect all toilets, showers, sinks, and urinals to include counter tops, surrounding sinks, and baby changing stations. Remove all scale, film, dirt, etc.
2. Damp wipe and disinfect all toilet partitions, walls and doors to remove urine salt, handprints and any graffiti. Report pornography or drug paraphernalia findings to supervisors. Do not soak laminated particleboard partitions.
3. Wash all dispensers.
4. Empty and clean all trash dispensers (including sanitary containers) and replace liner.
5. Scrub/Mop all floors with germicidal cleaner.
6. Refill all paper product and soap dispensers as required to a full capacity.
7. Clean Mirrors and Countertops

E. FURNITURE: - Cleaning apply to all types of furniture including, but not limited to: desks, chairs, counters, cabinets, table tops, modular shelving, credenzas, computer stations, etc)

1. Dust, spot clean, completely damp rag clean removing all fingerprints and smudges from all furniture.
2. Clean desk glass as necessary.
3. Dust desk lamps, artificial plants, picture frames, and wall ornaments and signage.

F. KITCHENETTES and BREAK ROOMS - Cleaning apply to all kitchenettes and breakrooms.

1. Clean sinks, dishwashers, drain boards, table tops, microwave ovens inside and outside, cabinets, coffee makers, stoves and refrigerators of fingerprints, water marks, spillage, etc.
2. Empty trash cans and wash; replace plastic liners.
3. Vending machines - wipe tops, damp wipe faces.
4. Empty coffee grounds for all coffee machines located in all areas and wash all coffee pots.

G. JANITORIAL CLOSETS - Cleaning apply to all janitorial closets

1. **Daily** - Policing/sweeping, damp mop, clean sinks
2. **Weekly** – Restock cleaning supplies and paper products in storage areas

H. GLASS AND FRAMES - Cleaning apply to all glass and frames

1. Clean all entrance and exit doors – both sides and surrounding glass to nearest solid wall.
2. Remove all tape, unauthorized stickers and signs after verifying with JAXPORT representative.
3. Clean partition glass and fixed glass.
4. Clean inside windows/window walls on both sides.

I. TRASH/ASHTRAYS AND SMOKE URN RECEPTACLES - Cleaning apply to all receptacles

1. Empty and clean ALL interior and exterior receptacles on the property.
2. Replace liners/bags to suit receptacle size. **Note:** All trash must be removed from the building to the container and all recyclable items must be placed in recycle bins furnished by JAXPORT.
3. Sweep the area surrounding the outside container and place all loose trash in the container and close the lid.

J. UPHOLSTERED FURNITURE - Cleaning apply to all furniture

1. Vacuum and clean legs and cross bracing.
2. Spot clean as needed.

K. WATER FOUNTAINS/WATER COOLERS - Cleaning apply to all water fountains and water coolers

1. Disinfect and polish leaving no residue.
2. Damp wipe walls surrounding cooler/fountain.
3. Empty waste cup container and waste water container (wash).
4. Refill cup dispenser (cups will be provided by JAXPORT).

L. ELEVATORS - Cleaning apply to all elevators

1. Sweep/Damp mop or vacuum as applicable (including door tracks).
2. Spray buff worn or dark marks.
3. Apply floor finish three (3) times a week; Monday – Wednesday – Friday.
4. Clean walls, doors and ceilings (damp sponge or rag clean) remove all graffiti, tape, notices/advertisements not bearing official designation as directed.
5. Polish metal fixtures (doors, walls) if applicable.

M. OUTDOOR SIDEWALKS/DOOR MATS - Cleaning apply to all floor mats

1. Completely sweep all sidewalks and steps leading to entrances/exits.
2. Shake mats.
3. Scrub and rinse porches as needed.

2. WEEKLY CLEANING REQUIREMENTS

A. TILE FLOORS - Cleaning applies to all tiled surfaces/hard surfaces including stairways and patios, vinyl tile, sheet goods, rubber tile, terrazzo, brick, glazed brick, and ceramic/porcelain tile.

1. Completely spray buff all tile floor surfaces and apply one (1) coat of floor finish.
2. Machine scrub all restroom floors. (**Caution: wet floor signs to be used when applicable**)

B. STAIRWELLS AND LANDINGS

1. Sweep and mop stairwells and landings

3. MONTHLY CLEANING REQUIREMENTS

A. WALLS

1. **Painted Dry and Metal:** Spot cleaning with damp sponge or rag removing handprints, marks, etc.
2. **Vinyl Covered:** Spot cleaning with damp sponge or rag around light switches, etc., removing handprints, marks, etc.
3. **Paneling:** Polishing, completely polish using a wood polish on a dust mop or rag leaving no streaks.

B. DOORS

1. **Wood and Metal:** Spot cleaning with damp sponge or rag remove handprints, marks, etc.

C. GLASS/INTERIOR WINDOWS

1. Completely clean interior windows and glass surfaces and frames with ammonia free glass cleaner and lint free towels.
2. Wipe down all window sills

D. MISCELLANEOUS

1. Dust Venetian blinds.
2. Vacuum and damp wipe ALL air conditioning exchanges, vents and ceiling diffusers to include surrounding ceiling/walls.

3. Remove all cobwebs within interior spaces.
4. Remove all cobwebs on the interior and from entrance/exit porches and alcoves.

4.12 SUPPLIER PERFORMANCE/CONTRACT MANAGEMENT

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

Overview

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

Objectives

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

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

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

Contract Quality Evaluator (CQE)

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

Frequency of Inspections and Evaluations

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

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

Unacceptable Performance

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

Within thirty (30) days from date of the first unacceptable performance letter, or before the project is scheduled for completion, JAXPORT will notify the supplier in writing as to whether its performance, as determined solely by JAXPORT, is meeting expectations or is continuing to be unacceptable. If the supplier's performance as described in the letter is meeting expectations, no further remedial action will be required by the supplier, as long as the supplier's performance continues to be acceptable.

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

Top Performance

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

Disputes

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

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ARTICLE V

JAXPORT PROCUREMENT GOALS SMALL AND EMERGING BUSINESS (SEB) PARTICIPATION POLICY, GOALS, CONDITIONS AND INSTRUCTIONS

5.01 POLICY

It is the official policy of the Jacksonville Port Authority (JAXPORT) to require the inclusion of firms owned and controlled by Small and Emerging Business Enterprises in contract awards and projects whenever feasible.

The Authority has determined that the participation for **RFP 21-03 JANITORIAL CLEANING SERVICES** project will be 100% SEB (JSEB/DBE/SBA/MBE/WBE) for this contract. This bid has been designated *only* for the competitions of vendors in any of the categories listed below:

5.02 CERTIFICATION

Jacksonville Small and Emerging Business Enterprise (JSEB): JSEB vendors must be COJ certified and included in the Directory prior to the date of the bid opening or have a pending application that is resolved prior to award.

Disadvantaged Business Enterprise (DBE): DBE means a small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals that own the business. Firms desiring to participate as DBEs in this bid must be duly certified by the Florida Department of Transportation (FDOT) or a member of the Florida Unified Certification Program (FUCP) and listed in the FUCP DBE Directory of certified firms. JTA is the local certifying agency for the DBE Program.

Small Business Administration Certified Firms (SBA): Small Business companies as designated by the U.S Small Business Administration and listed in the Central Contractor Registration (CCR) on-line database. Firms must be active with assigned DUNS numbers.

Minority/Women Business Enterprise (MBE/WBE): A for-profit small business concern that performs a commercially useful function and is legitimately owned and controlled by minorities or women (as described by the Minority Business Development Agency of the Department of Commerce).

5.03 SEB Agencies

City of Jacksonville
Ed Ball Building
214 North Hogan Street, Suite 800
Jacksonville, Florida 32202
Phone: (904) 255-8840
Fax: (904) 255-8842
<http://cojapps.coj.net/jseb/>

Jacksonville Transportation Authority
Disadvantaged Business Enterprise Program
100 N. Myrtle Avenue
Jacksonville, Florida 32203
(904) 598-8728
www.jtafla.com

Florida Department of Transportation (FDOT)
Equal Opportunity Office
605 Suwannee Street MS-65
Tallahassee, Florida 32399
(850) 414-4747
<http://www.fdot.gov/equalopportunity/>

US Small Business Administration
North Florida District Office
7825 Baymeadows Way, Suite 100-B
Jacksonville, Florida 32256
(904)443-1930
http://web.sba.gov/pro-net/search/dsp_dsbs.cfm

Minority Business Development Agency
Miami District Office
51 Southwest, 1st Avenue
Miami, Florida 33130
(786) 315-0888
www.mbda.gov

5.04 SEB Certified Vendor Obligation

Bidders are required to submit a proof of current certification with the respective agencies at the time of bid opening. Vendors who do not meet this requirement will be considered non-responsive and ineligible for award. In addition, submission of a bid by a prospective bidder shall constitute full acceptance of all conditions outlined in this bid specification. Please note that in order to maintain the integrity of its SEB Program JAXPORT is requiring that the successful Bidder performs at least 50 percent (50%) of the total value of the work, failure to do so will constitute a breach of contract.

5.05 SEB – FORM 1

Prospective bidders who wish to utilize other Small and Emerging vendors on this contract should complete and submit SEB Form 1 with their bids. Please see attached form.

For further information concerning participation on this bid, please contact:

Brian Williams, Coordinator
JAXPORT SEB Program
2831 Talleyrand Avenue
Jacksonville, Florida 32206
Office Number: (904) 357-3003
Fax Number: (904) 357-3077
Brian.Williams@jaxport.com

JACKSONVILLE PORT AUTHORITY
“Schedule of Subcontractor / Subconsultant Participation”

Name of Bidder: _____

Project Title: _____

BID Number: _____

TOTAL BASED BID AMOUNT: _____

****Please list all SEB Vendors first**

NAME SUB FIRM	ADDRESS OF FIRM	TYPE SUB (SEB)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE & \$\$ PERCENTAGE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES		
Hispanic, Asian-American Participation Total Values:	\$ _____	% of contract
African-American Participation Total Value:	\$ _____	% of contract
Native-American Participation Total Value:	\$ _____	% of contract
Woman Participation Total Value:	\$ _____	% of contract
Other Socially and Economically Disadvantaged Individual Including JSEB/MBE/WBE/DBE/SBA Vendors	\$ _____	% of contract

The undersigned will enter into a formal Agreement with the JSEB/DBE Suppliers/Consultants/Subcontractors identified herein for work listed in this scheduled conditioned upon execution of a contract with JAXPORT. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature: _____ Title: _____ Date: _____

Print Name: _____

Sworn to and subscribed before me, this _____ day of _____, 20____

NOTARY PUBLIC STATE OF: _____

MY COMMISSION EXPIRES: _____

 PRINTED, TYPED OR STAMPED
 COMMISSIONED NAME OF NOTARY PUBLIC

**REQUEST FOR PROPOSAL 21-03
JANITORIAL CLEANING SERVICES
(100% SEB participation only)**

SERVICE LOCATIONS

LOCATION NO. 1: PORT CENTRAL OFFICE BUILDING (PCOB)

2831 Talleyrand Avenue, Jacksonville, FL 32206

JAXPORT Inspector: PCOB Building Maintenance Foreman

Three (3) floors – (*approximately 31,120 sq. ft. – Flooring: 85% carpet, 10% tile, 5% vinyl), includes all offices, common areas, kitchenettes, conference rooms, Boardroom, locker rooms, storage areas, includes twelve (12) restrooms.

Start 4:00 p.m. to 10:00 p.m., Monday thru Friday

TENANT OFFICE SPACE (1ST Floor, behind Guard station within glass doors)

**Square Footage is included above*

Start TBD to TBD, Monday thru Friday

Note: A minimum of two (2) employees will be required onsite at all times. Contractor must notify SOC when nightly operation is completed.

LOCATION NO. 2: SECURITY OPERATIONS CENTER (SOC)

9530 New Berlin Court, Jacksonville, FL 32226

JAXPORT Inspector: SOC Manager, Public Safety Operations

One (1) floor (approximately 6,200 sq. ft. – Flooring: 45% carpet, 50% tile, 5% Other maintained by Security staff), includes four (4) restrooms

Start 5:00 p.m. to 6:00 p.m., Monday through Friday

LOCATION NO. 3: DAMES POINT CRUISE TERMINAL (DPCT)

9810 August Drive, Jacksonville, FL 32226

JAXPORT Inspector: DPCT Coordinator, Terminal Operations

One (1) floor (approximately 19,920 sq. ft. – Flooring: 80% carpet 20% tile), includes eight (8) restrooms

Start 8:00 a.m. to 5:00 p.m., Bi-Monthly on Thursdays

Note: A minimum of one (1) employee for “Bi-Monthly” services and a minimum of two (2) employees for “Full Services” will be required onsite at all times. (“Full Service” at DPCT will go into effect once Carnival Cruise Lines resumes normal cruise services.)

❖ **See “ATTACHMENT NO. 3” for location specific cleaning requirements**

LOCATION NO. 4: BLOUNT ISLAND MARINE TERMINAL (BIMT)

9620 Dave Rawls Blvd & 5945 William Mills Blvd., Jacksonville, FL 32226

JAXPORT Inspector: BIMT Assistant Manager, Facilities

(Approximately 12,225 sq. ft. – Flooring: 35% carpet, 65% tile), includes fifteen (15) restrooms.

Start 6:00 a.m. to 2:00 p.m., Monday through Friday

Note: Square footage includes BIMT Security Access Control Center and Switchgear Bldg. (Two (2) Floors), Facility Maintenance Bldg, Equipment Maintenance Bldg – restrooms includes Warehouse #1 and Blue Concrete Buildings.

❖ **See “ATTACHMENT NO. 4” for location specific cleaning requirements**

LOCATION NO. 5: TALLEYRAND MARINE TERMINAL (TMT)

2064 & 2039 East 11TH Street, Jacksonville, FL 32206

JAXPORT Inspector: TMT Assistant Manager, Facilities

(Approximately 7,500 sq. ft. – Flooring: 33% wood, 20% carpet, 23% tile, 3% vinyl, 3% vct, 17% concrete, 1% aluminum diamond), includes seven (7) restrooms

Start 7:30 a.m. to 5:00 p.m., Monday through Friday

Note: Square footage includes TMT Operations (Two (2) Floors), TMT Facilities Maintenance, Breakroom, Storeroom Office, Garage Office and Terminal Restrooms.

❖ **See “ATTACHMENT NO. 5” for location specific cleaning requirements**

NOTE:

JAXPORT reserves the right to add, change or delete a location(s), square footage and/or frequency of service(s) as necessary.

It is the responsibility of the proposer, prior to submitting a proposal to verify the conditions, square footages and any other factors that might affect the prices being proposed.

**REQUEST FOR PROPOSAL 21-03
JANITORIAL CLEANING SERVICES
(100% SEB participation only)**

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.

EVALUATION MATRIX		Maximum Allowable Points
1	Proposed Prices for All Locations Based on a Three (3) Year Contract Note: Points assigned will be based on lowest proposed price, receiving highest number of points.	40
2	Qualifications and Evidence of Experience, Training, Competency, References Note: Points assigned will be based on all factors listed above. Provide relevant information to receive highest number of points.	30
3	Equipment Availability and Number of Janitorial personnel assigned to JAXPORT Note: Points assigned will be based on all factors listed above. Provide relevant information to receive highest number of points.	15
4	Company's Policies and Operational Procedures including Customer Services Procedures Note: Points assigned will be based on all factors listed above. Provide relevant information to receive highest number of points.	15
TOTAL POINTS:		100

LOCATION NO. 3

**DAMES POINT CRUISE TERMINAL (DPCT)
9810 August Drive
Jacksonville, FL 32226**

**“BI-MONTHLY” - One (1) employee required visibly on-site from 8:00 a.m. - 5:00 p.m.
Bi-Monthly, once every 2 weeks.**

**“FULL SERVICE” - Two (2) employees required visibly on-site from 8:00 a.m. - 5:00 p.m.
only on days when a cruise ship is in port.**

1. **Check ALL bathrooms for cleanliness and supplies (embark, debark & outside)**
Includes mopping floors, damp wiping and disinfecting all toilet partitions, walls and doors, remove all marks, graffiti, signs and magazines. Report pornography or drug paraphernalia findings to supervisors. Clean and restock, if needed.
2. **Load trash cans with 4-5 trash bags**
3. **Embark area:**
 - Clean counter tops (also clean shelves below if needed)
 - Clean glass doors (inside and out)
 - Clean bathrooms (includes mopping the floors)
 - Clean/wipe off chairs as needed
 - Pick up trash and empty trash cans
 - Damp wipe trash cans as needed to remove handprints
 - Dust & clean all pictures, plaques, baseboards and bottom of stanchions (wet wipe as required)
 - Vacuum embark area (spot clean immediately: spills, vomit, blood, body fluids, etc. proportionate to their size, remove chewing gum and/or foreign matter)
 - Vacuum and dust the VIP room, Cruise Lines’ offices and the Terminal Manager’s offices and storage room
 - Vacuum and damp wipe ALL air conditioning exchanges, vents and ceiling diffusers to include surrounding ceiling/walls as needed
 - Remove all cobwebs within interior spaces
4. **Debark area:**
 - Clean counters
 - Clean glass doors
 - Clean bathrooms (includes mopping the floors)
 - Pick up trash and empty trash cans (damp wipe trash cans as needed)
5. **Customs area:**
 - Clean counters
 - Clean glass doors
 - Clean bathrooms (includes mopping the floors)
 - Mop floors
 - Pick up trash and empty trash cans (damp wipe trash cans as needed) .

6. Outside:

- Completely sweep all sidewalks leading to entrances/exits
- Shake Mats
- Empty and clean All exterior receptacles on the property, replace liners
- Trailer-Portable Clean bathrooms (includes mopping the floors), Pick up trash and empty trash cans

7. Water Fountains/Water Coolers

- Disinfect and polish leaving no oily residue
- Damp wipe walls surrounding coolers/fountains
- Empty and wash waste water container

Before leaving at end of day, be sure ALL bathrooms are thoroughly cleaned, mopped and restocked and that all trash has been taken to the dumpster.

Throughout the day inspect cruise terminal and clean as necessary; be available for spills and spot cleaning. Keep trash picked up and emptied. Also restock supplies as needed.

NOTE:

If the regularly scheduled cleaning falls on a holiday, arrangements must be made with applicable JAXPORT Inspector.

The General Daily/Nightly/Weekly/Monthly Cleaning Requirements listed in ARTICLE IV SCOPE OF WORK, 4.11 applies as needed when performing Bi-Monthly **or Owner's Options No. 1 (Full-Services) Cleaning Services.**

LOCATION NO. 4

BLOUNT ISLAND MARINE TERMINAL (BIMT)

**SECURITY ACCESS CONTROL CENTER - 9620 Dave Rawls Blvd.
FACILITIES & EQUIPMENT MAINTENANCE - 5945 William Mills Street
Jacksonville, FL 32226**

DAILY (Monday – Friday)

1. Offices and Breakroom

- Vacuum carpet floors in offices/breakroom and arrange chairs
- Empty trash and replace liners
- Clean baseboards, door and walls as needed
- Wipe down counter, microwave, refrigerator door and top with damp cloth
- Clean and disinfect sinks
- Sweep and mop hard floors
- Pick up trash in designated area
- Replace paper and soap products as required

2. Reception area, offices, break rooms, repair room and hallways

- Dust mop and wet mop all floors
- Vacuum carpet in offices
- Clean baseboards, door and walls as needed

3. Restrooms - eight (8) (2 times per day, morning & afternoon at 9620 Dave Rawls Blvd.)

- Clean and disinfect toilets and urinals
- Clean and disinfect partitions and walls
- Sweep, mop and disinfect floors
- Clean and disinfect sinks/showers
- Clean all mirrors and stainless-steel finishes
- Empty trash and replace liners
- Fill paper products and soap dispensers

4. Stairwell (Wednesday only)

- Sweep and mop stairwell

5. Offices and common areas (Weekly)

- Sweep brick at entrance and clean entrance glass
- Sweep stairwells
- Wipe cleared desks, credenzas and file cabinets
- Dust window ledges
- Dust vertical blinds

WAREHOUSE #1 RESTROOMS
Daily (Monday through Friday)

1. Restrooms – three (3)

- Clean and disinfect toilets and urinals
- Clean and disinfect partitions and walls
- Sweep, mop and disinfect floors
- Clean and disinfect sinks
- Clean all mirrors and stainless-steel finishes
- Empty trash and replace liners
- Fill paper products as required
- One soap bar per sink

CONCRETE RESTROOMS
DAILY (Tuesday & Thursday)

1. Restrooms – two (2)

- Clean and disinfect toilets
- Clean and disinfect sinks and walls
- Mop and disinfect floors
- Restock paper supplies and soap
- Empty trash cans and replace liners
- Clean all mirrors and stainless finishes

SWITCHGEAR BUILDING
DAILY (Monday through Friday)

1. Office and Restroom – two (2)

- Empty trash and replace liners
- Dust mop and wet mop floors (1st & 2nd floors)
- Clean all glasses, mirrors and stainless finishes
- Wipe clean break area counter tops
- Clean entrance door and remove handprint
- Clean and disinfect toilets
- Clean and disinfect sinks and walls
- Restock paper supplies and soap

NOTE:

The General Daily/Nightly/Weekly/Monthly Cleaning Requirements listed in ARTICLE IV SCOPE OF WORK, 4.11 applies as needed.

LOCATION NO. 5

**TALLEYRAND MARINE TERMINAL (TMT)
OPERATIONS AND EQUIPMENT MAINTENANCE
2064 & 2039 East 11TH Street
Jacksonville, FL 32206**

DAILY (Monday – Friday)

1. Offices – Ops 1st Floor & 2nd Floor, Facilities offices at 2039 E. 11th

- Empty trashcans and replace liners
- Wipe down doorframes and doorknobs and around doorknobs with cleaner
- Vacuum all carpets and rugs in offices and hallways (Twice a Week)
- Wipe down water fountain
- Put all filled trash bags in barrel outside
- Check office windows for cleanliness and clean with window cleaner as needed
- Dust base boards and wall trims (Monthly)
- Conference tables and surfaces must be wiped down with cleaner (Twice a Week)

2. Restroom – four (4) - Ops 1st Floor, Ops 2nd Floor

- Clean and brush scrub commode with non-acid bowl cleaner – wipe down exterior with disposable cloth
- Clean sink with liquid cleaner and behind the fixtures
- Clean mirror with glass cleaner
- Wipe down walls by sink, toilet, door, doorframes, and baseboards
- Re-stock paper towels, toilet tissue, and soap products as needed
- Empty trash and replace liners
- Mop floor with germicidal cleaner
- Rinse floor with clean water until soap residue is gone

3. Kitchen- Ops 1st Floor, Ops 2nd Floor

- Wipe down sink, counter, stove top, microwave, refrigerator door and top with damp cloth
- Sweep floor, shake out or vacuum rugs/mats
- Empty trash and replace liners
- Replace paper and soap products
- Wipe around door frames, door knobs, fire places with damp cloth and cleaner

4. Porch

- Broom sweep and knock down webs (Weekly).
- Pressure wash porch wood floors, pillars, handrails and walls (Weekly)

5. Equipment and Facilities Breakrooms & Restrooms – two (2)

- Wipe down tables, counters, sinks and computer area
- Wipe down tops of vending machines and refrigerators (Weekly)
- Empty trash from break room and restrooms – replace with new liners
- Fill paper and soap products in break room and restrooms. Add extra supplies for weekend and holidays
- Clean sinks and deep sink with scouring cleanser
- Clean mirrors with glass cleaner
- Wipe off tops of lockers (Weekly)
- Clean and scrub with brush toilets with non-acid bowl cleaner
- Wipe exterior of toilets with – disposable towel and cleaner
- Vacuum rugs
- Mop floors in toilets areas with germicidal cleaner and rinse with clean water until residue is gone.
Clean around bottom of sink and along baseboards in restroom
- Mop floors in break rooms on Monday, Wednesday, and Friday.
- Clean shower stalls with cleaner (Weekly).

Do not store anything in shower and clean shower on an as needed basis in addition to required weekly.

6. Storeroom Office

- Empty trash and replace liner
- Mop with germicidal clean (Twice a Week)

7. Mechanic Shop

- Clean deep sink with scouring cleanser
- Fill paper and soap products
- Empty trash and replace liner
- Sweep Office area
- Mop with germicidal cleaner (Weekly)

Do not touch or remove any paper work or items on furniture or desks in any of the areas.

**TALLEYRAND MARINE TERMINAL RESTROOMS/BREAKROOM
2085 Talleyrand Avenue
Jacksonville, FL 32206**

DAILY (Monday – Friday)

1. Warehouse #1, NE Corner Restrooms – two (2)

- Empty trash and replace liners
- Replace paper and soap products as required
- Clean and disinfect sinks
- Clean all mirrors and stainless-steel finishes
- Clean and disinfect toilets and urinals
- Clean and disinfect partitions and walls
- Sweep, mop and disinfect floors
- Perform deep cleaning (Monthly).

2. Phase “C” Restrooms – two (2)

- Empty trash and replace liners
- Replace paper and soap products as required
- Clean and disinfect sinks
- Clean all mirrors and stainless-steel finishes
- Clean and disinfect toilets and urinals
- Clean and disinfect partitions and walls
- Sweep, mop and disinfect floors
- Perform deep cleaning (Monthly).

3. Warehouse 1, West Dock Restrooms – one (1)

- Empty trash and replace liners
- Replace paper and soap products as required
- Clean and disinfect sinks
- Clean all mirrors and stainless-steel finishes
- Clean and disinfect toilets and urinals
- Clean and disinfect partitions and walls
- Sweep, mop and disinfect floors
- Perform deep cleaning (Monthly).

4. Main Road Restrooms – two (2)

- Empty trash and replace liners
- Replace paper and soap products as required
- Clean and disinfect sinks
- Clean all mirrors and stainless-steel finishes
- Clean and disinfect toilets and urinals
- Clean and disinfect partitions and walls
- Sweep, mop and disinfect floors

5. 11th Street Gate Restrooms – four (4), Breakrooms and Water Fountains

- Empty trash and replace liners
- Wipe down tables and counters
- Replace paper and soap products as required
- Clean and disinfect sinks
- Clean all mirrors and stainless-steel finishes
- Clean and disinfect toilets and urinals
- Clean and disinfect partitions and walls
- Sweep, mop and disinfect floors
- Damp wipe and disinfect walls surrounding coolers/fountains

NOTE:

The General Daily/Nightly/Weekly/Monthly Cleaning Requirements listed in ARTICLE IV SCOPE OF WORK, 4.11 applies as needed.

**QUALITY ASSURANCE REPORT
JANITORIAL CLEANING SERVICES**

LOCATION # _____

A. DAILY/NIGHTLY Cleaning Requirements	Satisfactory Completion	
1. Offices	Yes []	No []
2. Restrooms	Yes []	No []
3. Conference Room/Board Rooms/Break Areas	Yes []	No []
4. Kitchen Areas	Yes []	No []
5. Fitness Center	Yes []	No []
6. Stairways	Yes []	No []
7. Elevators	Yes []	No []
8. Public and Common Areas	Yes []	No []
9. Security Guard Stations	Yes []	No []
10. PCOB Main Entrances	Yes []	No []
11. Vending Machine Areas	Yes []	No []

Exceptions Noted: _____

B. WEEKLY Cleaning Requirements		
1. Stairwell (Mop stairs & landings)	Yes []	No []
2. Public and Common Areas (Clean baseboards)	Yes []	No []
3. Tile Floors Buffed	Yes []	No []
4. Restroom Floors Cleaned Machine Scrubbed	Yes []	No []

Exceptions Noted: _____

C. MONTHLY Cleaning Requirements		
1. Clean ceiling air conditioning and heating grills	Yes []	No []
2. Vacuum upholstered furniture	Yes []	No []
3. Dust paneling, Venetian blinds, picture frames, wall ornaments and artificial plants.	Yes []	No []
4. Clean windows and window seals	Yes []	No []

Exceptions Noted: _____

ATTACHMENT NO. 6 - continued

Contractor's Comments:

This review has been conducted in accordance with the terms of Contract. Issues of concern or notes of unsatisfactory have been discussed along with corrective action to be taken by the contractor.

JAXPORT

Name of Company

Date: _____

Date: _____

Payment of the invoice in accordance with terms and conditions listed on the purchase order is authorized, unless otherwise noted.

Cost Center: _____

P.O. Number _____

Date: _____

Authorized Payment By: _____

PERFORMANCE EVALUATION FORM

Weekly Monthly Quarterly As needed

Contract No. /Purchase Order No. _____

Supplier Name: _____

Date Service Provided: _____

Total Cost of Project: _____

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

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

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

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

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

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

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

- Poor Administration/Needs Improvement: Inconsistently produces required paperwork on time. Invoice accuracy needs improvement. Little or no documented status reporting.
- Good Administration: Usually produces required paperwork including accurate invoices and reports in a timely manner. Rarely are invoice inaccuracies found.
- Very Good Administration: Always produces required paperwork including accurate invoices and reports in a timely manner. Invoices and reports always accurate, timely and useful. Aggressively finds and implements process improvement designed to improve contract administration.

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

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

Comments: _____

Submitted By: _____ Date: _____

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 bid

1. [Access](#) the bid package.
2. Click the **Response Form** tab.
3. On the **Step 1: Bid Form** tab, enter your pricing on the bid form line items.

Ensure that you provide pricing at the level of detail required by the bid manager. 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.

It is recommended that you **submit your bid quote at least 15 minutes before the due time** so that you can rectify any errors. If you find it necessary to correct an error “prior” to the due date/time, the instructions as to how to recall and resubmit your bid quote is listed on the next page.

IMPORTANT NOTE:

The submit button in E-Builder will deactivate exactly at the appointed bid due date/time (*i.e.*, 2:00:00 PM EDT) and you will not be permitted to submit your bid regardless of where you are in the process. Please plan accordingly.

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. In some circumstances, the bid manager may allow late submissions and the button will continue to be enabled.
- 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.
- To submit the quote, you must complete all the fields and acknowledge the addenda items.

EXHIBIT A

CONFLICT OF INTEREST CERTIFICATE

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

SECTION I

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

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION II

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

Name	Title or Position	Date of Filing
_____	_____	_____

Signature

Company Name

Print Name of Certifying Official

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

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

Public Official _____

Position Held _____

Position/Relationship with Bidder _____

EXHIBIT B

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

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

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

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989.

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

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

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

(signature)

(date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

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

NOTARY PUBLIC

My commission expires:

EXHIBIT C

ACKNOWLEDGEMENT AND ACCEPTANCE OF E-VERIFY COMPLIANCE

E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

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

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

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

Company Name

Name of Official (Please Print)

Signature of Principal

Title

Date

EXHIBIT D
OWNER'S MINIMUM PROJECT WORK RULES

Contract Name: JANITORIAL CLEANING SERVICES Contract No(s): RFP 20-03

1. Normal project working hours are as follows:

See ARTICLE IV, 4.07 CONTRACTOR EMPLOYEE WORKING HOURS

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

EMPLOYEE SIGNATURE: _____

EMPLOYEE NAME: _____

NAME OF CONTRACTOR: _____

DATE: _____

EXHIBIT E

OWNER'S PROJECT SAFETY GUIDELINES

Contract Name: **JANITORIAL CLEANING SERVICES**

Contract No(s): **RFP 20-03**

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

Safety Manual

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

Regulatory Requirements

The contractor and subcontractors will be responsible to:

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

Jobsite Requirement

- Contractor will provide safety barriers to clearly identify the working area to prevent others from accessing the work area. The safety zone shall be sufficiently sized to prevent damage to others or existing facilities and structures. Upon completion of the work, Contractor shall remove the safety barriers from the work area.

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

Incident/Emergency Response Plan

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

Audit and Training

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

EMPLOYEE SIGNATURE: _____

EMPLOYEE NAME: _____

NAME OF CONTRACTOR: _____

DATE: _____