

# REQUEST FOR PROPOSAL

RFP No. 21-05



## LONG-TERM LEASE OF JAXPORT PROPERTY

**RFP DUE DATE: WEDNESDAY, AUGUST 18, 2021**

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PROCUREMENT SERVICES

2831 Talleyrand Avenue, Jacksonville, Florida 32206

[JAXPORT.com/procurement/active-solicitations](https://www.jaxport.com/procurement/active-solicitations)

**REQUEST FOR PROPOSAL 21-05**  
**LONG-TERM LEASE OF JAXPORT PROPERTY**  
**FOR THE**  
**JACKSONVILLE PORT AUTHORITY**

**TABLE OF CONTENTS**

| <b>ITEM</b>  | <b>PAGE NO(S)</b> |
|--|-------------------|
| GENERAL INFORMATION.....                                 | GI-1              |
| LEGAL NOTICE.....  | LN-1              |
| ARTICLE I - Instructions to Proposers.....               | A1-1 TO A1-9      |
| ARTICLE II - General Conditions.....                     | A2-1 TO A2-5      |
| ARTICLE III - Proposal Forms.....                        | A3-1 TO A3-4      |
| ARTICLE IV - Scope of Services.....                      | A4-1 TO A4-5      |
| ATTACHMENT NO. 1 - Evaluation Matrix.....                | EM-1              |
| ATTACHMENT NO. 2 - E-Builder Bid Submittal Guide.....    | EBSG-1            |
| EXHIBIT A - Conflict of Interest Certificate.....        | COI-1             |
| EXHIBIT B - Sworn Statement of Public Entity Crimes..... | PEC-1 TO PEC-2    |
| EXHIBIT C - E-Verify Acknowledgement.....                | E-VERIFY          |
| EXHIBIT D - Certification Regarding Lobbying.....        | CRL-1             |
| EXHIBIT E - Property Location.....                       |                   |

## **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](mailto: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  
21-05**

**LONG-TERM LEASE OF JAXPORT PROPERTY  
FOR THE  
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The Jacksonville Port Authority (JAXPORT) is soliciting proposals from “Qualified Companies” with the development experience, financial capability and business vision to enter into a LONG-TERM LEASE agreement with JAXPORT for the development of a parcel of JAXPORT-owned industrial property in support of cargo growth. The purpose of the RFP is to identify companies to either select for development of this property or for further consideration of their capabilities to do so.

Proposals will be received by the Jacksonville Port Authority (JAXPORT) via E-Builder Electronic Bid Submission until 2:00 PM (EST), on **WEDNESDAY, AUGUST 18, 2021** at which time they will be opened publicly via “Go to Meeting” at <https://global.gotomeeting.com/join/829166333>.

All Proposals must be submitted in accordance with the Specifications of Proposal Number 21-05, which may be obtained from our website:

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

Jacksonville Port Authority  
Procurement Services  
(904) 357-3017

**ARTICLE I  
INSTRUCTIONS TO PROPOSERS  
LONG-TERM LEASE OF JAXPORT PROPERTY**

**1.01 GENERAL INFORMATION**

The Jacksonville Port Authority (JAXPORT) is soliciting proposals from “Qualified Companies” with the development experience, financial capability and business vision to enter into a **LONG-TERM LEASE** agreement with JAXPORT for the development of a parcel of JAXPORT-owned industrial property in support of cargo growth. The purpose of the RFP is to identify companies to either select for development of this property or for further consideration of their capabilities to do so.

**1.02 RECEIPT AND OPENING OF PROPOSALS**

JAXPORT will receive Proposals until **WEDNESDAY, AUGUST 18, 2021 at 2:00 PM (EST)** from companies licensed, qualified and interested in providing **LONG-TERM LEASE OF JAXPORT PROPERTY**, 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.

**GOTOMEETING information:**

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

<https://global.gotomeeting.com/join/829166333>

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,,829166333#>

United States: +1 (571) 317-3116  
- One-touch: <tel:+15713173116,,829166333#>

**Access Code: 829-166-333**

**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](http://www.jaxport.com) for more information and updates.**

The PDF file name should read **“RFP 21-05 LONG-TERM LEASE OF JAXPORT PROPERTY.”** “How to Submit Your Bid Response in E-Builder” is provided as **“Attachment No. 2.”** Additional instructions on how to navigate in E-Builder, click the below link to access the **“Bidders Portal Instructional Training Video”**: <https://resources.e-builder.net/bidding/e-builder-bidders-portal-instructional-training-video>

Proposals must be **submitted prior to 2:00 PM (EST), WEDNESDAY, AUGUST 18, 2021.** The E-Builder submit button will deactivate exactly at **2:00:00 PM EST** and you will not be permitted to submit your proposal regardless of where you are in the process. Please plan accordingly.

It is the sole responsibility of the Proposer to have its Proposal submitted to JAXPORT as specified herein on or before the above date and time. For the purpose of the RFP, a proposal is considered delivered when confirmation of delivery is provided by E-Builder. Proposers must ensure that 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 **Sandra Platt, Sr. Contract Specialist** and submitted either by email to [sandra.platt@jaxport.com](mailto:sandra.platt@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-Builder's website and advertised on JAXPORT's website under Active Solicitations at <https://www.jaxport.com/procurement/>

**The deadline for questions will be WEDNESDAY, JULY 21, 2021 at 12:00 PM (EST).**

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

Any such request which is not received prior to the above deadline date for questions will not be considered. All such interpretations and supplemental instructions will be in the form of written 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) 357-3017 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 **no more than twenty-five (25) pages** (excluding staff resumes, covers, required attachments and tab sheets). Text and figures shall be printed on one side of the 8½ by 11 paper only. Proposals should be prepared and uploaded in the order of the evaluation criteria detailed in Article IV, 4.05 of the RFP, and tabs sheets should be used to separate and label the sections according to the criteria. Information included in a letter of transmittal may not be taken into consideration while reviewing proposals. Only specific project staff resumes (two (2) page limit) should be used. Resumes should not be included for staff that is not assigned to the project work.
- C. Included in the twenty-five (25) pages limitation, proposals must contain an organizational chart and brief description of staff, as well as key staff of any sub Proposers proposed.
- D. Clear statements of experience related to the scope of work should be included for the firm, its management and key staff members proposed. A list of references should also be included. The list of references must include a contact person, phone number, email address and a brief description of services performed.
- E. A list of all sub Proposers proposed that are an integral part of the proposal from a technical aspect must be included with detailed information as required in C and D above.
- F. Included in the twenty-five (25) pages limitation, the Proposer must submit an overall schedule of availability of personnel as such exists at that time. Any significant commitment of listed personnel which could conflict with their availability for this project should be clearly shown, including all personnel who are not locally based.
- G. 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.
- H. Failure to submit all information requested will result in a proposal being considered “non-responsive,” and therefore will be rejected.

## **1.09 RESPONSIBLE PROPOSER CRITERIA**

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. Development Experience - *(30 Points Maximum Score)*
- B. Operational Experience - *(30 Points Maximum Score)*
- C. Project Financing - *(20 Points Maximum Score)*
- D. Proposed Property Use - *(20 Points Maximum Score)*

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 in E-Builder 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](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](http://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](mailto: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 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.

### **1.25 ARTICLE/SECTION HEADINGS**

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

**1.26 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 **21-05**, 3) Addendum to Proposal, 4) JAXPORT'S Request for Proposal **21-05**, and 5) Proposer's Proposal.

**1.27 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.

**1.28 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.

**1.29 TAX EXEMPT**

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

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**ARTICLE II  
GENERAL CONDITIONS  
LONG-TERM LEASE OF JAXPORT PROPERTY**

**2.01 DEFINITIONS**

**JAXPORT** - The Jacksonville Port Authority.

**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 **LONG-TERM LEASE OF JAXPORT PROPERTY** for the Jacksonville Port Authority”, **RFP 21-05** 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.

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

**PROPOSER'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 work to be performed under this Contract is specified in Article IV, Scope of Services, with work to be performed as specified. JAXPORT, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated commission. Changes in the work and the contract fees may only be changed by prior written agreement executed by the parties with proper authorization to do so.

**2.03 TERM OF CONTRACT**

The term of the agreement will be based upon the final, negotiated agreement.

**2.04 AWARD OF CONTRACT**

JAXPORT intends to award a Contract to the Proposer(s) submitting the most responsive and responsible proposal that, when evaluated and negotiated, 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.

JAXPORT will make an award based on a Proposer's ability to meet both entities needs and requirements. In the first step of the process JAXPORT's Evaluation Committee will rank the proposals submitted based on the Responsible Proposer Criteria as shown in **Article 4.05**. 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. 1."**

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.

Once JAXPORT's Evaluation Committee has determined the preliminary rankings based on the written proposals, negotiation meetings with one or more of the best qualified firm(s) offering the best solution(s) will be scheduled. JAXPORT's CEO will appoint a Negotiation Team, whose members will meet with the proposer(s) to negotiate. These Negotiation Meetings will be publicly noticed but closed to the public. Once all discussions have been completed, the firm(s) will be asked to submit a Best and Final Offer (BAFO).

The BAFO(s) will be reviewed by JAXPORT's Evaluation Committee and re-scored. It is JAXPORT's intent to award this contract to one or, possibly more, of the most qualified proposer(s) who present the best possible solution(s). JAXPORT reserves the right to cancel the solicitation at any point in the process and, if desired, re-solicit at a later time if doing so is determined to be in the best interest of JAXPORT.

## **2.05 CERTIFICATION/PROPOSER QUALIFICATIONS**

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.

## **2.06 PAYMENT (If applicable)**

- A. All invoices will reference the Contract No. **21-05**. A copy will be emailed to:

[accounts.payable@jaxport.com](mailto:accounts.payable@jaxport.com)

*or mailed to:*

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

- B. Invoices will be processed following normal JAXPORT payment terms, which are **thirty (30) days net after receipt of an approved invoice**. Special or early payments will not be authorized.
- C. **No payments will be made for per diem charges or travel expenses.**

## **2.07 RESPONSIBILITIES OF THE PROPOSER**

- A. A post award conference will be scheduled after the Contract is awarded, this is when the Proposer will be asked to furnish the certificates of insurance, copies of licenses and other items required by JAXPORT.
- B. The Proposer will provide services as described in the Contract upon receipt of Notification of Award issued by JAXPORT.

- C. The Proposer is responsible for product quality, timely delivery, and responsiveness as listed in Article IV – Scope of Services.
- D. The Proposer will remain liable for all damages to, or incurred by, JAXPORT caused by the Proposer's negligent performance of any of the services furnished under this Contract.
- E. The Proposer represents that it is an independent Proposer and not an employee of JAXPORT, nor are any of Proposer's employees performing services in furtherance of this Contract to be considered employees of JAXPORT. The Proposer is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Proposer will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Proposer.
- F. The Proposer will designate in writing a qualified person(s) to act as its designated representative. The Proposer's Representatives(s) will have authority to act for the Proposer in all matters covered by this Contract.
- G. The Proposer will notify JAXPORT Contact in writing, prior to affecting a personnel change concerning the professional personnel assigned to the Contract. JAXPORT will have the right to reject any personnel assigned to perform work under this Contract.
- H. All personnel employed by the Proposer will be competent, trustworthy and properly trained. The Proposer and its employees will be required to comply with all the applicable regulations of JAXPORT.

## **2.08 RESPONSIBILITIES OF JAXPORT**

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

## **2.09 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.



## **2.10 INSURANCE**

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

- A. Without limiting its liability under the contract, the Proposer will obtain and maintain at its sole expense during the life of the contract, insurance of the types and in the minimum amount stated below:
  - (1) PROFESSIONAL LIABILITY: \$5,000,000 per Occurrence
  - (2) DEDUCTIBLES AND SELF-INSURED RETENTIONS: Any deductibles or self-insured retentions must be declared to and approved by JAXPORT.
  - (3) ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a Best's rating of no less than A: VI, and approved to do business in the State of Florida.
- B. 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. **Note:** Additional insurance coverage and limits may be added once a final land use plan is determined.
- C. 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.
- D. Any sub Proposers of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Sub Proposers' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Company shall submit sub Proposers' Certificates of Insurance to JAXPORT prior to allowing sub Proposers to perform Work on JAXPORT's job sites.

## **2.11 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.

## **2.12 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.

## **2.13 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.

#### **2.14 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.

#### **2.15 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.

#### **2.16 NON-WAIVER**

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

#### **2.17 FORMATION OF TEAMS**

JAXPORT neither encourages, nor discourages, the formation of teams, as long as team members are subcontractors to the Prime Proposer. It is the desire of JAXPORT that the work elements required by the Project and included in the negotiated agreement is shared with other qualified area Proposers to the extent that such goal does not diminish the goal of selecting the most qualified Proposer.

**ARTICLE III  
PROPOSAL FORM  
LONG-TERM LEASE OF JAXPORT PROPERTY**

**PROPOSER'S NAME:** \_\_\_\_\_

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

1. Proposer's Certification (Proposal Form – Article III)
2. Development Experience
3. Operational Experience
4. Prior Project Financing
5. Proposed Property Use
6. Evidence that the Firm is licensed to do Business in the State of Florida.
7. Acknowledgement of Addenda
8. Conflict of Interest Certificate (Exhibit "A")
9. Sworn Statement of Public Entity Crimes (Exhibit "B")
10. E-Verify Compliance Form (Exhibit "C")
11. Certification Regarding Lobbying (Exhibit "D")

## **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 21-05  
LONG-TERM LEASE OF JAXPORT PROPERTY**

**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 IV, Paragraph 4.02), 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.***

**REQUEST FOR PROPOSAL 21-05  
LONG-TERM LEASE OF JAXPORT PROPERTY**

**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  
[sandra.platt@jaxport.com](mailto:sandra.platt@jaxport.com)**

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

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Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**ARTICLE IV  
SCOPE OF SERVICES**

**LONG-TERM LEASE OF JAXPORT PROPERTY**

**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 MINIMUM QUALIFICATIONS**

- Proposers must demonstrate they possess the experience and resources necessary to plan and coordinate all facets of this project as outlined in 4.03 Scope of Services.
- Qualified proposers must demonstrate experience developing and/or leasing industrial or commercial properties comparable to this opportunity.

**4.03 SCOPE OF SERVICES**

The Jacksonville Port Authority (JAXPORT) is issuing this Request for Proposal (RFP) to solicit interest from companies with the development experience, financial capability and business vision to enter into a long-term lease agreement with JAXPORT for the development of JAXPORT-owned industrial property in support of cargo growth. The purpose of the RFP is to identify companies to select for development of JAXPORT's property or for further consideration of their capabilities to do so.

Important information about the property:

- The parcel for lease is entirely owned by JAXPORT.
- The property is not for sale; JAXPORT intends to issue a long-term lease for the parcel.
- The parcel is located in Jacksonville, Florida near the JAXPORT Talleyrand Marine Terminal.
- A minimum annual revenue guarantee will be required of the lessee.
- No buildings or vertical structures currently exist on the property.
- Property use is intended to generate new cargo volumes at JAXPORT. A minimum annual cargo throughput guarantee will be required for the property. Details will be determined based on eventual use of the facility.
- Examples of possible uses include but are not limited to dry and/or refrigerated warehousing, cross-docking and/or vehicle storage and handling, or facilities and operations to support general cargoes moving through JAXPORT facilities.

**Property Location:** See map. (*EXHIBIT E*)

**PROPERTY OVERVIEW:**

Name: Talleyrand West  
Address: Talleyrand Avenue and 18th Street, Jacksonville, Florida 32206  
Re #: 113451 1005  
Acreage: 27 acres (11 hectares)  
Use: Heavy industrial  
Rail: Rail adjacent to property with direct switching to CSX and Norfolk Southern  
11.2 miles from Florida East Coast Railway terminal  
Road access: Access points from Talleyrand Avenue and 21<sup>st</sup> Street  
Buildings: No buildings or vertical structures on site  
Surface: Cleared open site with grass surface. Future phased paving of site planned.  
Utilities: Water, electric, sewer, gas available

**FACILITY SUPPORT INFORMATION**

The property is located in close proximity to JAXPORT’s Talleyrand Marine Terminal (TMT), a fully-developed cargo terminal which offers the following:

- Containerized vessel services to/from the Caribbean, Central America and Europe
- Roll-on/Roll-off (Ro/Ro) vehicle vessel services to/from Asia and Europe
- Liquid bulk services to/from Europe
- Breakbulk and bulk services to/from Europe and South America
- On-dock 553,000-square foot warehouse plus 160,000 square feet of transit shed
- 324 reefer plugs
- Intermodal container transfer facility (ICTF) on-dock
- Direct switching to Class I rail lines CSX and NS via short line Jacksonville Port Terminal Railroad (Watco)
- Minutes from FEC regional rail terminal
- Major cargoes currently handled: containers, automobiles, chemicals, farm and food products, pulp and paper imports and exports.

**JAXPORT AND NORTHEAST FLORIDA INFORMATION**

- JAXPORT is a diversified international seaport currently handling the import and export of multiple cargoes, including the following annually:
  - More than 1.3 million TEUs (Twenty-Foot Equivalent Unit containers), making it the busiest container port in Florida.
  - More than half a million passenger vehicles and trucks
  - More than 800,000 tons of breakbulk cargoes



- More than 1 million tons of bulk cargoes
- Shipments to and from more than 140 ports in more than 70 countries.
- JAXPORT is located at the intersection of multiple interstate highways (I-10, I-95, I-295) and three railroads (CSX, Norfolk Southern and Florida East Coast Railway), and serviced by nearly 100 trucking firms.
- JAXPORT manages the Foreign Trade Zone (#64) for all of Northeast Florida, with available property site eligible for inclusion in this FTZ.
- Florida is now the third most populous U.S. state and located in the fast-growing U.S. Southeast, with one-day reach to more than 70 million U.S. consumers.
- Jacksonville’s metropolitan population is more than 1.5 million
- Northeast Florida’s labor force includes more than 845,000 workers

**MILEAGE DISTANCES FROM TALLEYRAND WEST**

|                                  |            |
|----------------------------------|------------|
| - Talleyrand Marine Terminal     | Adjacent   |
| - Interstate 95:                 | 2.7 miles  |
| - Interstate 10:                 | 6.1 miles  |
| - Downtown Jacksonville          | 3.5 miles  |
| - Dames Point Marine Terminal:   | 10.4 miles |
| - Blount Island Marine Terminal: | 11.8 miles |
| - Orlando, FL                    | 144 miles  |

**4.04 PROPOSER’S RESPONSIBILITY FOR ADDRESSING EVALUATION CRITERIA**

Proposers should be aware that the proposal will be evaluated in accordance with the criteria prescribed herein and accordingly would be advised to structure their proposal in a manner to properly address each factor of the Evaluation Criteria.

- A. Evaluation Criteria** - The Evaluation Committee shall determine qualifications, interest and availability by reviewing the written responses received, and, when deemed necessary, by conducting formal interviews of selected Proposers that are determined to be best qualified based upon the evaluation of written responses.
- B. Cover Letter (1 page ONLY)** - The cover letter must include the following information:
  1. Legal name of the Proposer
  2. Primary location (Physical business address)
  3. Telephone number, Fax number and e-mail address
  4. Name & title of contact person
  5. Authorized signature of contact person
  6. Corporate profile with a focus on services offered
  7. Company officers and titles
  8. Additional company information, if any, relative to this leasing opportunity
- C. Biography of the Firm** – Proposals must contain a biography of the firm or firms responding to this Request for Proposal. The biography should include sufficient detail to allow a reasonable evaluation of the relative capability of respondents to serve the particular needs of JAXPORT in each of the targeted areas listed on Article 4.02 Minimum Qualifications. Proposals must identify the Primary Firm to be assigned to the JAXPORT contract.

**4.05 EVALUATION CRITERIA**

**A. Development Experience - (30 Points Maximum Score)**

Describe your company’s prior experience developing industrial or commercial properties comparable to this opportunity. Provide examples, including the following:

- a. Location, size, general physical description and ownership of each facility or project
- b. Description of the development program and funding model to build the facilities
- c. Provide any additional related information regarding your company's facility or infrastructure development, partnerships, etc. from prior projects relevant to this RFP.
- d. Describe any considerations prior projects have given, if any, to environmental or "green" design, technology or related factors to demonstrate sensitivity to the natural environment; *e.g.* use of solar power; LEED strategies; recycling of waste; *etc.*

**B. Operational Experience - (30 Points Maximum Score)**

- a. Explain your operational model for facilities you currently own or lease. Specifically, do you operate any of your own facilities or do you engage a third party to operate them on your behalf?
- b. Describe the operations and freight moved through your facilities, including any use of intermodal rail.
- c. Describe port or import/export related component of cargoes, if any, moved through your facilities.
- d. Describe your company's experience attracting users (*e.g.* shippers, tenants) to your existing facilities to ensure business success. Include examples of any business relationships with current end users of your existing facilities or operations which might be relevant to import/export operations or otherwise helpful in this review.

**C. Project Financing - (20 Points Maximum Score)**

- a. Elaborate on the financial deal structure your company has used on similar or relevant prior projects; *e.g.* how were your projects funded?
- b. Provide information on your company's ability and experience to finance projects described in previous sections above.

**D. Proposed Property Use - (20 Points Maximum Score)**

- a. Describe your company's initial plans for use of the site, including an overview of what facilities or infrastructure might be constructed to support this use.
- b. Describe any market study or analysis that supports your proposed use of the property.
- c. For this opportunity, is your business model intent for JAXPORT to fund required infrastructure and construction of a facility at the site; or for your company to finance the project development in full, in return for adjusted lease rates; or a joint public-private funding model?
- d. Once constructed, will you operate the facility directly or intend to have a third party operate it on your behalf?
- e. Describe any consideration you might provide for environmental or "green" design, technology or similar for any proposed facility or operations at this property.
- f. Describe how the lessee will use the rail capability available on this site.
- g. Describe plans to import or export materials or product through JAXPORT terminals in support of proposed development. Please advise regions of the world intended to be accessed through vessel service at JAXPORT and proposed annual volumes to serve the development.

#### **4.06 CHANGES IN SCOPE OF SERVICES**

JAXPORT, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated price. Changes in the work and the contract sum may only be changed by prior written agreement executed by the parties with proper authorization to do so.

#### **4.07 CHANGES IN PERSONNEL**

The Firm will notify JAXPORT in writing primarily thirty (30) days prior to affecting a personnel change concerning the primary contact person to be assigned to the JAXPORT contract. JAXPORT will have the right to reject any individual assigned to perform work under this contract, or to request the Firm to change the primary contact person to be assigned to JAXPORT contract.

**REQUEST FOR PROPOSAL 21-05  
LONG-TERM LEASE OF JAXPORT PROPERTY**

**ATTACHMENT NO. 1**

**Evaluation Matrix**

JAXPORT will make award based on the Proposer's ability to meet our needs as rated on the evaluation matrix shown below and subsequent negotiations. 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.

| <b>ABILITY OF PROPOSER:</b> |                               | <b>POINT MATRIX</b> |
|-----------------------------|-------------------------------|---------------------|
| <b>1</b>                    | <b>Development Experience</b> | <b>30</b>           |
| <b>2</b>                    | <b>Operational Experience</b> | <b>30</b>           |
| <b>3</b>                    | <b>Project Financing</b>      | <b>20</b>           |
| <b>4</b>                    | <b>Proposed Property Use</b>  | <b>20</b>           |
| <b>TOTAL POINTS:</b>        |                               | <b>100</b>          |

## *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 fifteen (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.

|   |                                |
|---|--------------------------------|
| _____<br>Signature                        | _____<br>Company Name          |
| _____<br>Name of Official (type or print) | _____<br>Business Address      |
|   | _____<br>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 |
|-------|-------------------|----------------|
| _____ | _____             | _____          |

|  |                                |
|--|--------------------------------|
| _____<br>Signature                         | _____<br>Company Name          |
| _____<br>Print Name of Certifying Official | _____<br>Business Address      |
|  | _____<br>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

**CERTIFICATION REGARDING LOBBYING**  
**45 CFR Part 604 – New Restrictions on Lobbying**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$11,000 and not more than \$110,000 for each such failure.

Please check appropriate box:

No nonfederal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

or

Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of nonfederal funds for lobbying in connection with this application/award/contract.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title of Executing Official)

\_\_\_\_\_  
(Signature of Executing Official)

\_\_\_\_\_  
(Name of organization/applicant)



