

REQUEST FOR PROPOSAL

RFP No. 23-04



ON-DEMAND TAXI & SHUTTLE SERVICES

RFP DUE DATE: WEDNESDAY, DECEMBER 21, 2022 @ 2:00 PM (EST)

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PROCUREMENT SERVICES

2831 Talleyrand Avenue, Jacksonville, Florida 32206

JAXPORT.com/procurement/active-solicitations

REQUEST FOR PROPOSAL 23-04

**ON-DEMAND TAXI & SHUTTLE SERVICES
FOR THE JACKSONVILLE PORT AUTHORITY**

TABLE OF CONTENTS

ITEM	PAGE NO(S)
GENERAL INFORMATION	GI-1
LEGAL NOTICE.....	LN-1
ARTICLE I - Instructions to Proposers.....	A1-1 TO A1-9
ARTICLE II - General Conditions.....	A2-1 TO A2-9
ARTICLE III - Proposal Forms.....	A3-1 TO A3-6
ARTICLE IV - Scope of Services.....	A4-1 TO A4-3
ATTACHMENT NO. 1 - Evaluation Matrix.....	EM-1
ATTACHMENT NO. 2 - Cruise Ship Schedule	CSS-1
ATTACHMENT NO. 3 – Taxi/Shuttle Staging Spaces Map	MAP-1
ATTACHMENT NO. 4 – Standards of Conduct.....	SOC-1
ATTACHMENT NO. 5 - E-Builder Bid Submittal Guide.....	EBSG-1 TO EBSG-2
EXHIBIT A - Conflict of Interest Certificate.....	COI-1
EXHIBIT B - Sworn Statement of Public Entity Crimes.....	PEC-1 TO PEC-2
EXHIBIT C - E-Verify Acknowledgement.....	E-VERIFY
EXHIBIT D - Owner’s Minimum Project Work Rules.....	PWR-1
EXHIBIT E - Owner’s Project Safety Guidelines.....	PSG-1 TO PSG-2

REQUESTS FOR DISTRIBUTION SHEETS

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 (EDT)**. Proposers are fully responsible for submittal of proposals. Reliance upon the computer system's reaction time is at proposer's risk. After the proposal due date/time has passed, the submit button will be disabled. **Late proposals will not be received or considered.**

PROPOSAL OPENING PROCEDURES

Depending on the type of project for which proposals are requested, the items read at the opening will vary. Sealed proposals are not public records subject to disclosure under the Florida Public Records Law until such time as the Jacksonville Port Authority provides notice of a decision or intended decision to award the contract or within thirty (30) days after opening, whichever is earlier (119.07 (3) (m), Florida Statutes). All parts of Proposals, including exhibits, are subject to the Public Records Law, and a Proposer may not exclude any portion of the Proposal unless specifically exempted from disclosure by Florida Law. Exemption of financial statements applies only to required submittal for prequalification of bidders on public works projects.

REQUESTS FOR PROPOSALS RESULTS OR AWARD OF CONTRACT

Proposers desiring a copy of the unofficial tabulation sheet from Procurement Services, which will contain only the items considered necessary by JAXPORT, may request a copy be sent to them by facsimile or email, thirty (30) days after the proposal opening date. Proposers wishing to view proposals submitted, subject to the above Public Records requirements, must arrange an appointment by contacting Public Records at (904) 357-3091 or public.records@jaxport.com. If copies are requested, an appropriate charge will be assessed, and all copies will be made solely at the convenience of JAXPORT. All Proposers will be notified of the intent to award the contract after action by the Jacksonville Port Authority Awards Committee.

COMMUNICATION WITH JAXPORT DURING SOLICITATION PROCESS

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any JAXPORT employee concerning any aspect of this solicitation, except in writing to the procurement director or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

REQUEST FOR PROPOSAL 23-04

ON-DEMAND TAXI & SHUTTLE 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, DECEMBER 21, 2022** at which time they will be opened publicly via “ZOOM Meeting” under **MEETING ID: 861 3353 6616** and **PASSCODE NO: 979215**.

All proposals must be submitted in accordance with the Specifications of Proposal Number **23-04**, 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 **ON-DEMAND TAXI & SHUTTLE SERVICES** at JAXPORT’s Cruise Terminal located at 9810 August Drive, Jacksonville, FL 32226, bordered by Heckscher Drive and State Road 295 North (formally 9A) in Northeast Jacksonville. At this time a Transportation Worker Identification Credential (TWIC) badge *is not required* for the designated drivers assigned to work under this contract, however, JAXPORT reserves the right in the future and with proper notice to require a TWIC badge, if necessary.

1.02 RECEIPT AND OPENING OF PROPOSALS

JAXPORT will receive proposals until **WEDNESDAY, DECEMBER 21, 2022** at **2:00 PM (EST)** from companies licensed, qualified and interested in providing **ON-DEMAND TAXI & SHUTTLE SERVICES**, as per specifications listed in this RFP. These proposals will be publicly opened via “ZOOM Meeting” at the stated time and date listed above.

“ZOOM-MEETING” information

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

<https://us02web.zoom.us/j/86133536616?pwd=dTRSdThBZXg1dmpLRCTuMTBUZXorUT09>

MEETING ID: 861 3353 6616

PASSCODE: 979215

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. **JAXPORT no longer accepts any bid packages submitted by Email, Fax, Mail or Hand-Deliveries.** Please visit JAXPORT’s website at www.jaxport.com for more information and updates.

The PDF submission file name should read **RFP 23-04**. “How to Submit Your Bid Response in E-Builder” is provided as **ATTACHMENT NO. 5**. For additional instructions on how to navigate in E-Builder, click the below link to access the **“Bidders Portal Instructional Training Video”**:

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

Proposals must be submitted prior to 2:00 PM (EST) on WEDNESDAY, DECEMBER 21, 2022. 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. Proposer must ensure that their electronic submission in E-Builder can be accessed and viewed at the time of the proposal opening. JAXPORT will consider any file that cannot be immediately accessed and viewed at the time of the proposal opening (such as encrypted files, password-protected files, or incompatible files) to be blank or incomplete as the context requires, and are therefore unacceptable. Proposers will not be permitted to unencrypt files, remove password protections, or resubmit documents after proposal opening to make a file viewable if those documents are required with the 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 describe 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, character, and quality of work to be performed, any materials and equipment to be furnished, and 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 their 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 on the E-Builder website and advertised on JAXPORT's website under Active Solicitations at <https://www.jaxport.com/procurement/>

The deadline for questions will be MONDAY, DECEMBER 12, 2022 by 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 a 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 has 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 Proposal Submission with the attached Proposal Form (**Article III**). All blank spaces must be complete and all item fields acknowledged prior to submittal. Only the Proposal Form and applicable additional information should be submitted. ***DO NOT SUBMIT ANY OTHER PORTIONS OF THE ORIGINAL JAXPORT PROPOSAL PACKAGE.***
- B. Proposal should be prepared in **PDF format only** and uploaded simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this Request for Proposal (RFP). Emphasis should be on completeness and clarity of content and ease of locating responses to requested information.

- C. Any information thought to be relevant, but not applicable to the enumerated scope of services, should be uploaded and “labeled” in PDF format as an Appendix to the Proposal. If publications are supplied by a Proposer, they must be uploaded as a PDF document and the Proposal should include reference to a document number and/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.
- D. 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 or agent must sign the Proposal, subscribing the name of the corporation with his or her own name(s). Such officer or agent must also state the name of the State under which the corporation is chartered, and the names and business addresses of the President, Secretary and Treasurer. If applicable, also provide evidence of registration with the Secretary of State of the State of Florida for doing business in the State of Florida.
- E. Proposals will be uploaded in accordance with requirements specified in this Request for Proposal.
- F. Failure to upload all information requested may result in a Proposal being considered “nonresponsive” and therefore, may be rejected.

1.09 RESPONSIBLE PROPOSER CRITERIA

JAXPORT intends to select the most responsive and responsible firm for this contract, considering all factors, including the proposed Licensing Fee, Experience, Quality of Equipment, Previous Performance and Company’s Policies and Procedures. JAXPORT reserves the right to reject any and all proposals, to waive any and all irregularities and to disregard all non-conforming, non-responsive or conditional proposals.

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. Degree of past and present experience along with three (3) customer references where your company performed similar On-Demand Taxi and Shuttle Services. References must be from contracts or services provided within the last three (3) years.
- B. Prior to the bid opening and award of a Contract, the Proposer must have in their employ sufficient numbers of taxicabs, shuttles and operators considered necessary to produce the desired quality of service and to adequately meet customer needs of the JAXPORT Cruise Terminal. At least 10% of the fleet assigned to the Cruise Terminal must be ADA compliant and include commodities/equipment for accommodating “Disabled” and “Special Needs” riders.
- C. Prior to the bid opening and award of a Contract, the Proposer must employ a minimum fleet size of forty (40) vehicles, including an adequate number of spare taxicabs and shuttles to be able to accommodate unforeseen increase of business at the JAXPORT Cruise Terminal.
- D. Qualifications and Experience of On-Demand Taxi & Shuttle Service Management Team that will be assigned to the JAXPORT Cruise Terminal.
- E. Evidence of Financial Stability - The Proposer must provide their most current year financial statements with independent CPA’s statement attached. At a minimum, the Proposer will submit a balance sheet, statement of changes in financial position, a statement of cash flows or statement of operating revenue expenses and change in retained earnings and all accompanying footnotes.
- F. In addition to the items listed above, the Proposer must include with his proposal, the following: Licensing Fees per Ship Call to be paid to JAXPORT and Taxicabs and Shuttle Fixed Rates for transporting passengers between the JAXPORT Cruise Terminal and the Jacksonville International Airport and vice versa.
- 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 ninety (90) 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 from 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's 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 nonconformance or irregularities of proposals, or to reject any or all proposals, in whole or in part, whenever such nonconformance 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 nonconformance or any other irregularities received in said proposal, to reject any and all requests 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 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 that 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.
- The Proposer has carefully examined the Scope of Services and 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.
- 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 of 1964, as amended. The Equal Employment Opportunity Clause in Section 202, paragraphs 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 and Awards Committee meetings 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 JAXPORT to perform the services; and
- (b) Upon request from JAXPORT's custodian of public records, provide JAXPORT with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to JAXPORT; and
- (d) Upon completion of this Contract, transfer to JAXPORT, at no cost, all public records in possession of Contractor or keep and maintain public records required by JAXPORT to perform the service. If Contractor transfers all public records to JAXPORT upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to JAXPORT upon request from either JAXPORT's custodian of public records in a format that is compatible with JAXPORT's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT JAXPORT'S CUSTODIAN OF PUBLIC RECORDS AT (904) 357-3091 public.records@jaxport.com; JACKSONVILLE PORT AUTHORITY, PUBLIC RECORDS REQUEST, 2831 TALLEYRAND AVENUE, JACKSONVILLE, FLORIDA 32206.

1.22 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 that 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. Contact 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 **0% 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 offered herein are inserted for convenience only, or reference only, and will in no way be construed to be an 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 **23-04**; 3) Addendum to Proposal; 4) JAXPORT's Request for Proposal **23-04**; 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.

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ARTICLE II GENERAL CONDITIONS

2.01 DEFINITIONS

JAXPORT - The Jacksonville Port Authority.

JIA – Jacksonville International Airport

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 **ON-DEMAND TAXI & SHUTTLE SERVICES** for the Jacksonville Port Authority”, **RFP 23-04** 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 1.27.

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.

VEHICLE STAGING AREA - Shall mean the area reserved and designated by JAXPORT for use by the Contractor for the purposes of staging taxis and shuttles for picking up passengers.

JAXPORT RULES AND REGULATIONS - Shall mean the guidelines observed for the conduct of operations of the Cruise Terminal, for the reasons of safety, health, preservation of property, good customer relations or for the maintenance of the good and orderly appearance of JAXPORT.

LICENSING FEE - Compensation for the privilege of conducting “On-Demand Taxi and Shuttle Services” for the Jacksonville Port Authority, during the term of this contract. The Contractor will pay JAXPORT a Monthly Licensing Fee per Ship Call for the exclusive rights to operate an “On-Demand Taxi and Shuttle Services” for all customers of the JAXPORT Cruise Terminal.

TAXICAB - Shall mean a chauffeur-driven, metered passenger vehicle engaged in the general for-fare transportation of persons not on regularly scheduled, with the routes traveled or the destination determined by the passengers, and whose fare is based on the use of the vehicle without regard to the number of passengers carried.

SHUTTLE - Shall mean a chauffeur–driven non-metered vehicle of twelve (12) passengers or less capacity, engaged in the general for fare transportation of persons on a predetermined route, and whose fare is charged on a per passenger basis.

2.02 SCOPE OF SERVICES

The services to be performed under this Contract as specified in Article IV, Scope of Services, with services to be performed as specified. JAXPORT, without invalidating the Contract, reserves the right to order extra work or make changes by altering, adding to, or deducting from the work, equipment 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 an initial term of one (1) year period with four (4) additional, one (1) year 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, and 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. 1."**

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 **0% 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 payments will reference the Contract No. **RFP 23-04** and mailed to:

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

- B. The Licensing Fee shall be paid to JAXPORT on or before the first day of each billing month, and will be considered delinquent if payment is not received by the 10th calendar day of the month. JAXPORT will send an invoice for the current month's anticipated activity to assist with payment documentation needs.
- C. A late fee at the rate of one and one-half (1½%) per month (18% per annum) shall accrue against any and all delinquent payment(s) from the date due until the date payments are received by JAXPORT.
- D. Any account that becomes delinquent for two consecutive payments will be required, in addition to bringing the account current and paying the late fee stipulated in 2.07.C, to remit a security deposit equivalent to three (3) months of Licensing Fees. This security deposit will be held by JAXPORT through the remainder of the Contract Term, including any and all Option Years.

2.08 RESPONSIBILITIES OF THE CONTRACTOR

- A. An OPTIONAL 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.
- C. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of the work to be done, and for 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 is 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) to act as its representative. The Contractor's Representatives(s) will have authority to act for the Contractor in all matters covered by this Contract.
- 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 thoroughly familiar with the Contract terms.
- H. All employees, supervisors, subcontractors and support personnel employed by the Contractor will be competent, trustworthy and properly trained. The Contractor and its employees will be required to comply with all the applicable regulations of JAXPORT. 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.
- I. All company-owned vehicles used by contractor will have the company's name/logo clearly visible and permanently affixed to the vehicle.

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.
- B. JAXPORT will promptly notify the Contractor, 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 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.

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 therefrom; 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 a limit no less than \$500,000 per accident for bodily injury and property damage.

Title XXIII **MOTOR VEHICLES**

Chapter 324 **FINANCIAL RESPONSIBILITY**

324.031 Manner of proving financial responsibility.—The owner or operator of a taxicab, limousine, jitney, or any other for-hire passenger transportation vehicle may prove financial responsibility by providing satisfactory evidence of holding a motor vehicle liability policy as defined in s. [324.021](#)(8) or s. [324.151](#), which policy is issued by an insurance carrier that is a member of the Florida Insurance Guaranty Association. The operator or owner of any other vehicle may prove his or her financial responsibility by:

- (1) Furnishing satisfactory evidence of holding a motor vehicle liability policy as defined in ss. [324.021](#)(8) and [324.151](#);
- (2) Furnishing a certificate of self-insurance showing a deposit of cash in accordance with s. [324.161](#); or
- (3) Furnishing a certificate of self-insurance issued by the department in accordance with s. [324.171](#).

Any person, including any firm, partnership, association, corporation, or other person, other than a natural person, electing to use the method of proof specified in subsection (2) shall furnish a certificate of deposit equal to the number of vehicles owned times \$30,000, to a maximum of \$120,000; in addition, any such person, other than a natural person, shall maintain insurance providing coverage in excess of limits of \$10,000/20,000/10,000 or \$30,000 combined single limits, and such excess insurance shall provide minimum limits of \$125,000/250,000/50,000 or \$300,000 combined single limits. These increased limits shall not affect the requirements for proving financial responsibility under s. [324.032](#)(1).

History.—s. 1, ch. 29963, 1955; ss. 13, 35, ch. 69-106; s. 3, ch. 85-320; s. 12, ch. 87-225; s. 1, ch. 92-29; s. 89, ch. 94-306; s. 945, ch. 95-148; s. 3, ch. 2002-282; s. 67, ch. 2013-160.

Note.—Former s. 324.02.

Umbrella Liability

\$1,000,000 per Occurrence

Minimum underlying coverages shall include Commercial General Liability, and 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 Worker's 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 – *For Informational Purpose Only, Not Required*

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, and 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 services 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 expects to earn on the balance of the Agreement. Such payments shall be the total extent of JAXPORT's liability to the successful Proposer upon 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 affected will promptly notify the other in writing of the nature, cause, date of commencement and the anticipated extent of such delay, and will indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be affected by that.

2.19 NON-WAIVER

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

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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, personnel, supervision, and management expertise in the provision of **ON-DEMAND TAXI & SHUTTLE SERVICES** as required for an initial term of one (1) year period with four (4) additional, one (1) year renewal options in accordance with the Scope of Work detailed in Article IV of this proposal.

1. **Licensing Fee** - Compensation for the privilege of conducting On-Demand Taxi and Shuttle Services at the JAXPORT Cruise Terminal.
2. **Minimum Licensing Fee** - JAXPORT has established a Minimum Licensing Fee of \$775.00 per Ship Call for the privilege to conduct On Demand Taxi and Shuttle Services at the JAXPORT Cruise Terminal. **Although a Minimum Licensing Fee of \$775.00 per Ship Call is specified, JAXPORT will consider other proposals that may be in the best interest of all parties.**

The Contractor will pay a Monthly Licensing Fee per Ship Call for the exclusive rights to operate an On-Demand Taxi and Shuttle Services for customers of the Cruise Terminal. **JAXPORT will reserve a minimum of twelve (12) parking spaces (ATTACHMENT 3) for the staging and parking of Contractor's Taxicab and Shuttle fleet working at the Cruise Terminal.**

The successful Contractor will pay the proposed Licensing Fee per Ship Call on the first day of each month commencing on the first month following the effective date of this Contract. A late fee at the rate of one and one-half (1½%) per month shall accrue against any and all delinquent payment(s) from the date due until the date payments are received by JAXPORT.

3. **Revenue Basis** - Revenue generated by the Contractor is dependent upon the number of Cruise Ships calling at the JAXPORT Cruise Terminal. **It is estimated that seventy-eight (78) cruises will depart from the JAXPORT Cruise Terminal, during the course of one (1) year per ATTACHMENT 2. Over the past six months (6), the average number of Taxicabs and Shuttles picking up passengers from the Cruise Terminal is thirty-five (35) per cruise.** During the term of this Contract, the number of ship-calls as well as the passenger capacity of the ships calling at the Cruise Terminal may change from month to month; JAXPORT does not guarantee any specific number of cruises or passengers in need of transportation services.

ON-DEMAND TAXI & SHUTTLE SERVICES PROPOSED LICENSING FEE				
YEAR 1 <i>(Initial Contract Period)</i>	YEAR 2 <i>(1ST Renewal Year)</i>	YEAR 3 <i>(2ND Renewal Year)</i>	YEAR 4 <i>(3RD Renewal Year)</i>	YEAR 5 <i>(4TH Renewal Year)</i>
\$ _____ Proposed Licensing Fee Per Ship Call	\$ _____ Proposed Licensing Fee Per Ship Call	\$ _____ Proposed Licensing Fee Per Ship Call	\$ _____ Proposed Licensing Fee Per Ship Call	\$ _____ Proposed Licensing Fee Per Ship Call

MINIMUM REQUIREMENTS:

1. **Rates** – A fixed rate will be made mandatory for all passenger(s) travel between the Jacksonville Port Authority (JAXPORT) Cruise Terminal and the Jacksonville International Airport (JIA) and vice versa. Please indicate what is the fixed rate your company will charge per passenger for a one-way (1) trip from the JAXPORT Cruise Terminal to JIA and from the JIA to the JAXPORT Cruise Terminal. Rates submitted by the successful Contractor shall be reasonable and approved by JAXPORT. Reasonableness of rates shall be determined by comparison with those rates and prices currently established by the City of Jacksonville for metered taxicabs and shuttles. During the term of this Contract, said rates and prices may not be increased without the prior written consent of JAXPORT.

A. From JIA to JAXPORT:

FIXED RATE FEE PER PASSENGER: \$ _____

MINIMUM NUMBER OF PASSENGERS: _____

B. From JAXPORT to JIA:

FIXED RATE FEE PER PASSENGER: \$ _____

MINIMUM NUMBER OF PASSENGERS: _____

2. **Provide a list and description of a MINIMUM of forty (40) vehicles intended to be utilized under a resulting contract. Include: VIN #, make, model, year, size, number of passenger seats, and any special features such as; ADA accessibility, radio dispatch system, on-site credit card processing equipment. All Taxicabs and Shuttles must be air conditioned and not older than five (5) years.** Vehicles manufactured before 2017, will not be allowed to transport passengers under this contract. Taxicabs & Shuttle fleet to be assigned to the JAXPORT Cruise Terminal will be subject to an inspection prior to the award of a Contract.
3. Describe company procedures used to ensure that the vehicles are safe and well-maintained and in compliance with all Federal, State and Local Laws and Ordinances. Include information on emergency procedures in place for on-road vehicle breakdowns. Describe company procedures used for maintenance and cleaning of vehicles, including frequency.
4. Describe the qualification requirements for hiring new cab drivers. Include information on your new applicant / new hire screening process; indicate minimum company requirements and a description of mandatory training programs for all drivers. For example: Drivers must be properly licensed and insured / drug tested, fingerprinted and background checked, prior to working for the JAXPORT Cruise Terminal.
5. **Drivers must wear a company uniform at all times while working at the JAXPORT Cruise Terminal. Drivers who do not comply with uniform requirements will not be allowed to access the Cruise Terminal. Please provide pictures of driver’s uniform and company vehicle logos.**
6. Provide the name and title of the Supervisor who will be on-site at the Cruise Terminal at all times and responsible for management of On-Demand Taxi and Shuttle Services. Include a resume listing qualifications and experience that qualify this person for management duties at the JAXPORT Cruise Terminal.
7. Describe your customer service, response and problem resolution procedures, and quality control programs. Please provide any specific procedure manual for customer service problems, unresolved issues, handling of emergency or security issues.

8. Describe your company's past and present expertise performing On-Demand Taxi & Shuttle Services for similar contracts.
9. Provide a copy of operations procedures manual which includes: handling of customer transactions, cash, credit cards, other receipt media, tickets and reconciliation procedures.
10. Submit evidence of financial information as stated in Article 1.09(E).
11. Provide valid copy of Company's Taxi Occupational License for the past three-years (3), along with a copy of the City of Jacksonville Medallion.
12. Provide a minimum of three (3) customer references where your company performed On-Demand Taxi Services. References should include the name and address of the organization, name(s), titles, and telephone numbers/e-mail addresses of the persons to be contacted. **References must be from contracts awarded within the last three (3) years.**

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

The following items **must** be submitted with the Proposal Form and uploaded in E-Builder:

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. Proposed Licensing and Fixed Rate Per Passenger Fees (ARTICLE III PROPOSAL FORM, Pages A3-1 to A3-5)
2. Minimum Requirements, Items 2 – 12 (ARTICLE III, PROPOSAL FORM, Pages A3-1 to A3-3)
3. Copy of current State of Florida Certificate of Competency
4. Acknowledgement of Addenda (*if any*)
5. Conflict of Interest Certificate - (EXHIBIT A).
6. Sworn Statement on Public Entity Crimes - (EXHIBIT B).
7. E-Verify Employment Acknowledge Form - (EXHIBIT C).
8. Owner's Minimum Project Work Rules – (EXHIBIT D).
9. Owner's Project Safety Guidelines – (EXHIBIT E).
10. Any other requirements listed in Request for Proposal.

FAILURE TO SUBMIT AND UPLOAD ALL REQUIRED DOCUMENTS AS REFERENCED IN THIS RFP WILL BE GROUNDS FOR REJECTION.

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

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

REQUEST FOR PROPOSAL 23-04

**ON-DEMAND TAXI & SHUTTLE 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 requirements (**See Article I, Paragraph 1.09**), and will fully comply with such terms and conditions.

Date: _____

Company Name: _____

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

Authorized Agent's Name: _____

Authorized Agent's Signature: _____

Authorized Agent's Title: _____

Authorized Agent's Email Address: _____

Phone Number: _____ Fax Number: _____

SERVICE CALLS DESIGNATED PHONE NUMBER: _____

Federal Identification Number : _____

Remittance Address: _____

City: _____ State: _____ Zip Code: _____

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

PROPOSER'S CERTIFICATION

1) Certification and Representations of the Proposer

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

- A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of these Contract Documents prior to submitting its proposal. Where the Proposer visits sites, no work or other disturbance is to be performed while at the site without written permission by JAXPORT in advance of the site visit.

- B. That every aspect of its submitted proposal, including the Contract Price, is 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 an active status any and all licenses, permits, certifications, insurance, bonds and other credentials including but not limited to Contractor's license and occupational licenses necessary to perform the services. The 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 23-04

**ON-DEMAND TAXI & SHUTTLE SERVICES
FOR THE JACKSONVILLE PORT AUTHORITY**

NO PROPOSAL FORM

If your company 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 Company: _____

Signature: _____

Printed Name: _____

Title: _____

Telephone Number: _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

ARTICLE IV SCOPE OF SERVICES

4.01 GENERAL OVERVIEW

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

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

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

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

JAXPORT's three marine terminals handled more than 10 million tons of cargo in 2021, including more than 1.4 million TEUs (containers) – making Jacksonville the largest container handling port in Florida – and 610,000+ vehicles, ensuring JAXPORT's ranking as one of the top vehicle ports in the U.S.

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

Cargo activity through the Port of Jacksonville generates 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 opportunities by offering the most competitive environment for the movement of cargo and people in a safe and secure workplace.

4.02 SCOPE OF SERVICES

This Request for Proposal is for firms interested in submitting proposals to provide all labor, material and equipment for operation of "On-Demand Taxicab and Shuttle Services" at the JAXPORT Cruise Terminal. JAXPORT owns and operates a 65,000 square foot cruise facility with a ground transportation staging area for approximately twelve (12) Taxi/Shuttle Cabs (**ATTACHMENT 3**). The Cruise Terminal is currently located at 9810 August Drive, Jacksonville, Florida 32226, bordered by Heckscher Drive and State Road 295 North (formally 9A) in Northeast Jacksonville.

Carnival Cruise Lines Elation - a 2,190 passenger ship with 920 on-board crew will operate 78 departures per year, with a series of four (4) day cruises to Freeport and Nassau and five (5) day cruises to Half-Moon Cay/Key West and Nassau. Carnival Cruise Lines anticipates that the Carnival Elation will continue to operate on a year-round program with the same schedule rotation and destinations as shown on **ATTACHMENT NO. 2**.

On-Demand Taxi and Shuttle Services shall be available during arrival of all cruising vessels from 7:00 a.m. to 4:00 p.m. as per attached cruise schedule (**ATTACHMENT NO. 2**). JAXPORT reserves the right to modify the operational hours of service at any time during the term of the agreement in order to ensure the highest level of service to the traveling public.

The successful Contractor will be afforded ample parking spaces in a designated area close to the Cruise Terminal and suitable for purposes intended hereunder. JAXPORT reserves the right, at any time during the term of this agreement, to designate, assign or relocate the Contractor to another location as deemed necessary.

The successful Contractor will clearly mark and identify all vehicles used in providing taxicab and shuttle services from the Cruise Terminal with approved identification symbols and marking to ensure their ease of recognition by JAXPORT and the traveling public. JAXPORT reserves the right to remove any vehicles which fail to meet identification standards.

4.03 OPERATIONAL REQUIREMENTS

The selected Contractor shall be required to operate and maintain a **minimum of forty (40) available Taxicabs and Shuttles during the days indicated on the Cruise Schedule**, with a sufficient number of Taxi Cabs and Shuttles to assure an effective, efficient, courteous, and convenient operation. Prior to the bid opening and award of contract, the Contractor must employ a minimum fleet size of forty (40) vehicles available to service the JAXPORT Cruise Terminal.

Other requirements of the selected Contractor include, but are not limited to the following:

1. When On-Duty, all drivers will be neat, clean, wear company uniforms and be courteous to all customers. As a minimum, all drivers must:
 - ✓ Read, write and speak English
 - ✓ Have ability to deal courteously with the public
 - ✓ Age limit requirement per Florida Law
2. The Contractor must designate an On-site Supervisor to monitor all aspects of On-Demand Taxi and Shuttle Services at the Cruise Terminal and be accessible to interact with JAXPORT's management on a full-time basis.
3. All taxicabs and shuttles must be required to use the designated pre-arranged staging location assigned by JAXPORT. Taxicabs and shuttles will load and unload passengers only at those areas designated by JAXPORT.
4. All taxicabs and shuttles must display any State or Local required or obtained identification at all times (i.e., Medallions, Licenses, etc.).
5. JAXPORT requires that all vehicles are maintained in fully operational, safe, neat, clean, and presentable condition at all times. JAXPORT reserves the right to order the company to clean and/or repair or remove any vehicle found less than acceptable.
6. Contractor will be required to provide for the transportation of handicapped individuals in the event of such request. Contractor will make sure that its drivers have appropriate training in assisting handicapped customers to and from vehicles used in the performance of services.
7. **The Transportation Worker Identification Credential (TWIC) badge is not required for On-Demand Taxi and Shuttle Services at this time. However, JAXPORT reserves the right in the future and with proper notice to require a TWIC badge, if necessary.**

4.04 CONTRACTOR TO BE RESPONSIBLE FOR PROPERTY

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

4.05 INSPECTION OF FACILITIES

Proposers are encouraged to inspect the facility and the conditions affecting and governing the provision of operation and management of the facility. An Optional Site Visit will be held on a per request basis.

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 fee. 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 Contractor will notify JAXPORT in writing primarily thirty (30) days prior to affecting a personnel change concerning the primary representative 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 Contractor to change the primary representative to be assigned to JAXPORT contract.

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REQUEST FOR PROPOSAL 23-04

ON-DEMAND TAXI & SHUTTLE SERVICES

Evaluation Matrix

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

EVALUATION MATRIX		Maximum Allowable Points
1.	Proposed Licensing Fee and Taxi/Shuttle Fixed Rates from the JIA to JAXPORT Cruise Terminal and vice versa	65
2.	Management Qualifications and Evidence of Experience in the operation of On-Demand Taxi and Shuttle Service Operations	15
3.	Quality of Transportation Equipment assigned to the JAXPORT Cruise Terminal	15
4.	Company's Policies and Operational Procedures including Customer Service Procedures	5
TOTAL POINTS:		100



CRUISE SCHEDULE FOR JANUARY 2023 THROUGH APRIL 2024

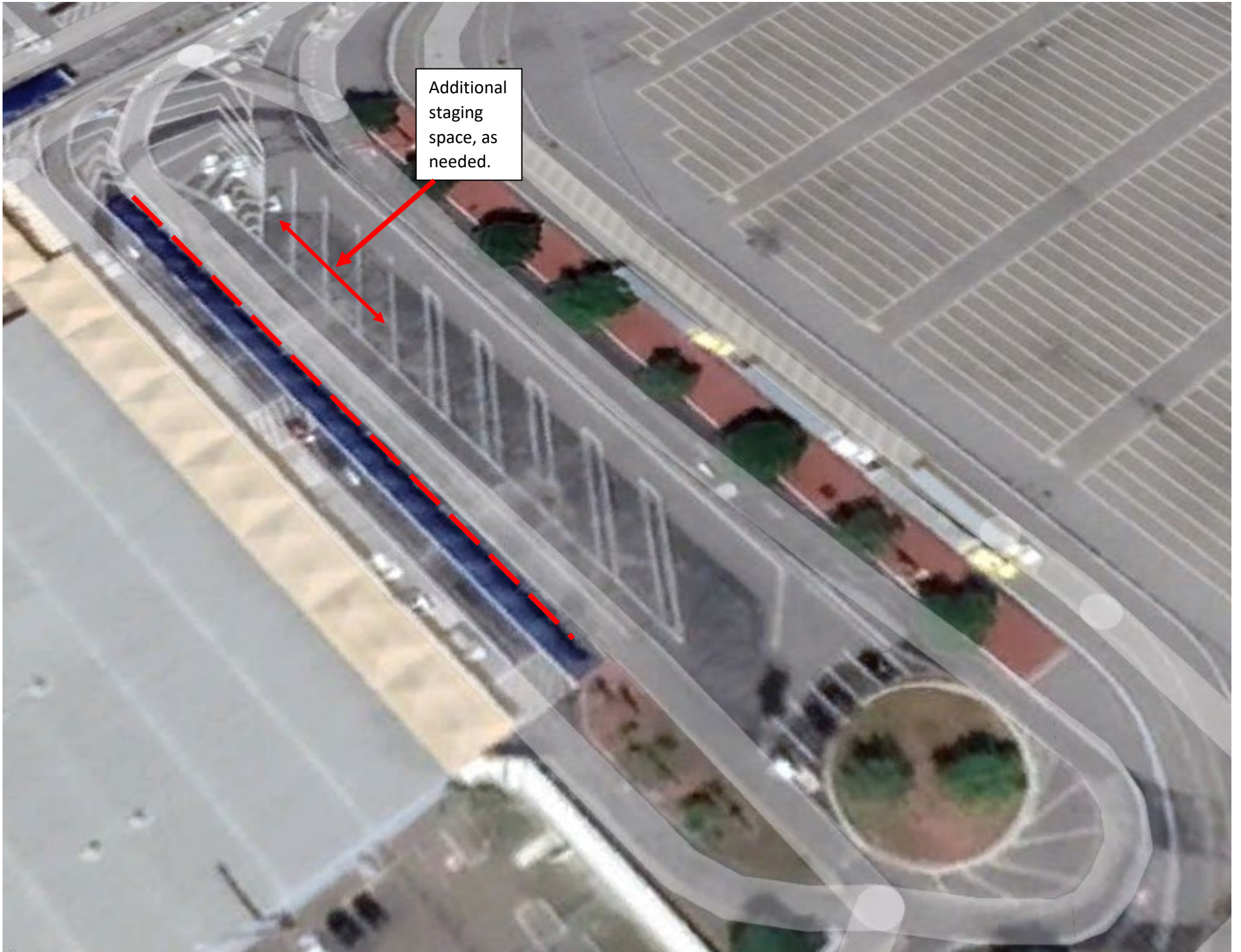
CARNIVAL CRUISE LINES ELATION - Carnival Cruise Lines 2,190-passenger ship Carnival Elation offers year-round service from Jacksonville, Florida. The ship offers four-day and five-day cruises to the Bahamas. The Carnival Elation sails from the JAXPORT Cruise Terminal located at 9810 August Dr., Jacksonville, FL 32226.

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The cruise days are:

- Mondays & Saturdays (5-day cruise)
- Thursdays (4-day cruise)
- Special (Sat-Sat 7-day cruise)
- Dry Dock (Freeport Yard), The Bahamas

CARNIVAL CRUISE LINES – anticipates that the Carnival Elation will continue to operate on a year-round program with the same schedule rotation and destinations for 2nd, 3rd, 4th and 5th years as shown above, unless otherwise noted. Updated schedules can be obtained from JAXPORT.com/Cruise or Carnival.com per year.





JAXPORT Cruise Ship Terminal

Standards of Conduct

The Cruise Ship business is one of personal relationships and customer satisfaction. It is the policy of the Jacksonville Port Authority that all persons visiting the JAXPORT Cruise Terminal are “*guests*” of the Port Authority and are always treated with courtesy and respect and in a friendly and helpful manner. In order to provide a uniform standard of conduct, the following basic rules shall be observed:

1. All passengers, crew of the vessel and fellow workers shall be treated with courtesy, respect, dignity and in a friendly manner.
2. Passengers shall be referred to as “Sir, Gentlemen, Miss, Ladies or Ma’am”, never “hey you”, “buddy” or any other familiar term.
3. Persons with disabilities shall be given special attention and the appropriate care to make their movement through the terminal easy and pleasant.
4. Tips shall never be solicited. You may not quote or suggest a tip or a tip amount for baggage handling or any other service. If asked by a passenger about a tip, the reply shall simply be: “*That’s entirely up to you*”.
5. All representatives of the Cruise Line or JAXPORT shall be properly dressed, clean and neat at all times and in the uniform or identifiable clothing required by your employer. Passenger Service Agents and Porters shall always display their numbered badges or name clearly visible.
6. Absolutely no profanity or degrading terms are allowed on the property at any time.
7. No personal familiarity with passengers is allowed. Comments as to dress or physical appearance is not permitted.
8. Never argue with a customer, if the situation is more than you can handle, politely refer the issue to your supervisor immediately.
9. Proper respect shall be shown to all Law Enforcement and Security personnel.
10. If you don’t know the answer to a question, get someone who can provide the answer. Never leave a passenger’s request unanswered.
11. JAXPORT employees, contractors or employees of contractors are NOT permitted to smoke on the sidewalk in front of the cruise terminal.

Violation of any of the above rules will be cause for termination or loss of ability to work at the cruise terminal.

How to Submit Your Bid Response in E-Builder




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

To submit your proposal:

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

Ensure that you provide pricing at the level of detail required by the bid manager (if applicable). Some line items may be lump sum, and others may require quantities and unit prices.

- If there are areas that do not pertain to your trade, enter a zero (0) value in that line.
- The Summary box at the top of the page maintains a running total of your entries for reference.

4. Click  (Save). Ensure that your work is saved periodically.
5. *Optional:* To export the bid items to a spreadsheet that you can customize or that you can share with your team, click  (Download). After updating the spreadsheet, click  (Upload) to re-import it.
6. On **STEP 2: Response Documents** tab, click **Attach Documents**, and upload any supporting documentation needed to support your bid.
7. On **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 E-Builder email conformation.

Recall your Bid Response *(only if necessary)*

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

To recall your bid response

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

Additional Notes


- *After the bid due date/time has passed, the Submit button will be disabled. It is critical that you complete the entire process prior to the cut-off time. The system will not permit you to submit your proposal or bid after the deadline regardless of where you are in the process. As stated, the Submit button is systematically disabled promptly at the deadline and JAXPORT is unable to see anything you have uploaded prior to the bid due date/time. No late submissions will be permitted or accepted. Please plan accordingly.*
- If the bid manager adds or changes a bid item, or publishes an addendum, your bid will be set back to a Draft status. You will receive an email notification and will be required to reconfirm your bid and resubmit.
- When you need to step away from entering the quote, click  (Save). It is recommended that you save every 15 minutes. This will ensure that your changes are saved.
- If there are areas that do not pertain to your trade, enter a zero (0) value in that line item.
- If you have your qualifications in Word® or another program, copy and paste them into the qualifications.
- It is required that you acknowledge all the addenda, even if they do not pertain to your trade.
- It is recommended that you submit your quote at least 60 minutes before the due time so that you can rectify any errors. To submit the proposal, you must complete all the fields and acknowledge the addenda items.
- Failure to submit all information requested will result in a proposal or bid being considered “non-responsive,” and therefore will be rejected.

EXHIBIT A

CONFLICT OF INTEREST CERTIFICATE

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

SECTION I

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

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

SECTION II

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

Name	Title or Position	Date of Filing
_____	_____	_____

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

PUBLIC OFFICIAL DISCLOSURE

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

Public Official _____
Position Held _____
Position/Relationship with Bidder _____

EXHIBIT B

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

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

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

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

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

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

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) 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

ON-DEMAND TAXI & SHUTTLE SERVICES

1. Normal project working hours are as follows:
7:30 A.M.....Starting Time
4:00 P.M.....Shift Ends
Other working hours and shift work will be considered by the Owner upon submission by the Contractor.
2. No employee will enter Port Authority operating areas without a specific work assignment.
3. Personal vehicles will be parked in the area(s) specified for construction personnel.
4. No personal vehicles will be permitted inside the security gate-controlled area without the written permission of the Terminal Director.
5. Contractor shall provide its employees with a designated eating, drinking area subject to approval of JAXPORT's Inspector. Cleanliness will be maintained in all areas at all times. The parking lot is not an authorized eating area.
6. Contractor shall maintain a daily roster of employees, and have the roster available to JAXPORT upon request in the event of an emergency.
7. The following is a list of violations which are considered unsatisfactory conduct on JAXPORT property and can result in the employee being denied access to the jobsite.
 - a. Refusal to submit to security inspection.
 - b. Smoking in prohibited areas.
 - c. Possession and/or use of intoxicants on JAXPORT property.
 - d. Possession and/or use of narcotics or controlled substance on JAXPORT property.
 - e. Possession of firearms on JAXPORT property.
 - f. Contact with any new vehicles on JAXPORT property.
8. Owner's facilities (such as, but not limited to, elevators, washrooms, vending machines, lunch rooms, etc.) are not to be used by Contractor's employees.
9. Employees shall be provided with visible means of identification, showing Contractor's identification. Employees are required to wear this identification where plainly visible.
10. The Contractor will be responsible for all its employees, suppliers, vendors, and all others on-site providing services to the Contractor.
11. All vehicles, persons, packages, lunch pails, and tool boxes entering or leaving JAXPORT property are subject to security inspection.
12. All vehicles on-site for the Contractor's use must have company identification clearly visible at a minimum distance of 100 feet.

EMPLOYEE SIGNATURE: _____

EMPLOYEE NAME: _____

NAME OF CONTRACTOR: _____

DATE: _____

EXHIBIT E
OWNER'S PROJECT SAFETY GUIDELINES
ON-DEMAND TAXI & SHUTTLE SERVICES

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

Safety Manual

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

Regulatory Requirements

The contractor and subcontractors will be responsible to:

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

Jobsite Requirement

- Contractor will provide safety barriers to clearly identify the working area to prevent others from accessing the work area. The safety zone shall be sufficiently sized to prevent damage to others or existing facilities and structures. Upon completion of the work, Contractor shall remove the safety barriers from the work area.
- 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 job site location, etc.
- Familiarize and abide by JAXPORT safety rules for the job site.
- Communicate frequency at safety meetings with its employees and list the topics discussed with signatures of attendees. Such lists 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 responsible to train, manage, supervise, monitor, and inspect contractors and subcontracted job site 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 job site at any time and are empowered to take necessary corrective action up to and including work stoppage for serious safety hazards.

EMPLOYEE SIGNATURE: _____

EMPLOYEE NAME: _____

NAME OF CONTRACTOR: _____

DATE: _____