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[www.jaxport.com](http://www.jaxport.com)

March 29, 2023

**ADDENDUM NO. 01**  
**TO**  
**SPECIFICATIONS AND CONTRACT DOCUMENTS**  
**FOR**  
**SECURITY GUARD SERVICES**  
**JPA CONTRACT NO. RFP 23-03**

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

**PHYSICAL CHANGES TO CONTRACT SPECIFICATIONS**

**Item No. 1**

Reference to ARTICLE IV Scope of Services, Section 7.0 Employee Qualifications, 7.2, **DELETE** (3<sup>rd</sup> bullet) in its entirety and **REPLACE** with "**Contractor shall ensure that all employees assigned are physically capable of performing all essential job duties, with or without reasonable accommodation.**"

Reference to ARTICLE IV Scope of Services, Section 7.0 Employee Qualifications, 7.2, **DELETE** (9<sup>th</sup> bullet) in its entirety and **REPLACE** with "**Able to hear an ordinary conversation at a minimum of fifteen (15) feet, with either ear and with or without the benefit of a hearing aid.**"

**Item No. 2**

Reference to ARTICLE IV Scope of Services, Section 7.0 Employee Qualifications, 7.8, **DELETE** (2<sup>nd</sup> bullet) 'line 1' in its entirety "...At the Proposer's expense, the Proposer shall conduct random drug screening of at least seven..." and **REPLACE** with "**...At the Proposer's expense and to the extent not explicitly prohibited by applicable law, the Proposer shall conduct random drug screening of at least seven...**"

**Item No. 3**

Reference to ARTICLE IV Scope of Services, Section 7.0 Employee Qualifications, 7.8, **DELETE** (6<sup>th</sup> bullet) in its entirety and **REPLACE** with "**Verification of DD-214 for all individuals who have served in the armed forces – Military Dishonorable or Bad Conduct discharges that render such person unsuitable for the position for which he or she is intended will not be accepted for employment at JAXPORT.**"

Reference to ARTICLE IV Scope of Services, Section 7.0 Employee Qualifications, 7.8, **DELETE** (second sentence of 7<sup>th</sup> bullet) in its entirety and **REPLACE** with "**Individuals will be disqualified for any felony or misdemeanor conviction that renders such person unsuitable for the position for which he or she is intended.**"

Reference to ARTICLE IV Scope of Services, Section 7.0 Employee Qualifications, 7.8, (8<sup>th</sup> bullet) **ADD** "**...that renders such person unsuitable for the position for which he or she is intended.**" at the end of the bulleted item.

Reference to ARTICLE IV Scope of Services, Section 7.0 Employee Qualifications, 7.8, **ADD** (9<sup>th</sup> bullet) "**Contractor's determination regarding the suitability of any person described in the 6th through 8th bulleted items above for assignment at a JAXPORT location shall be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of criminal conviction and military discharge history in employment decisions which requires a weighing of (i) the nature and gravity of the offense or discharge; (ii) the time that has**

passed since the offense or discharge, or the employee's completion of any sentence given as a result of the offense; and (iii) the nature of the job held or sought."

**ATTACHMENTS TO CONTRACT SPECIFICATIONS**

**Attachment No. 01**

Pre-Proposal Meeting Minutes held on Wednesday, March 15, 2023

**Attachment No. 02**

Response to questions received prior to deadline for questions.

**Attachment No. 03**

Bid Form Attachment No. 1\_Excel format **(See e-Builder Document Files)**

**Attachment No. 04**

Executed Agreement between G4S Secure Solutions

**Attachment No. 05**

ARTICLE IV – SCOPE OF SERVICES, SECTION 7.0 Employee Qualifications, Pages A4-6 & A4-7

**NOTE: PROPOSALS WILL ONLY BE ACCEPTED FROM BIDDERS IN ATTENDANCE AT THE MANDATORY PRE-PROPOSAL MEETING & SITE VISIT HELD ON Wednesday, March 15, 2023.**

**Acknowledgment of the following addenda is hereby made:**

Addendum #1, Dated: \_\_\_\_\_ Initials \_\_\_\_\_

Company \_\_\_\_\_

**NOTE: THIS ADDENDUM SHALL BE ACKNOWLEDGED ON THE BID FORM, FAILURE TO ACKNOWLEDGE ADDENDUM WILL BE GROUNDS FOR REJECTION OF PROPOSAL.**

**PLEASE VISIT [HTTP://WWW.JAXPORT.COM/WORK-WITH-US/PROJECTS-FOR-BID](http://www.jaxport.com/work-with-us/projects-for-bid) OR CALL THE PROCUREMENT DEPARTMENT AT (904) 357-3017, PRIOR TO THE BID OPENING TO DETERMINE IF ANY ADDENDA HAVE BEEN RELEASED ON THIS CONTRACT.**

**MANDATORY PRE-PROPOSAL MEETING MINUTES**

**JPA Contract: RFP 23-03  
SECURITY GUARD SERVICES**

**Date:** Wednesday, March 15, 2023

**Time:** 10:00 AM

Good morning! It is now **10:00 AM** on **Wednesday, March 15, 2023** and the Pre-Submission Meeting for JPA Contract No. **RFP 23-03 Security Guard Services** will now begin. This meeting is being held by **ZOOM** teleconference which allows interested persons to view and participate remotely.

Please type your name and the company you represent in the Chat Box. As this meeting is mandatory, your attendance must be recorded.

**This meeting is subject to Florida Sunshine Laws and therefore, is being recorded.**

We will begin the meeting by introducing JAXPORT Staff Members:

**JAXPORT STAFF IN ATTENDANCE:**

Name: Lisa Gee	Title: Director, Procurement Services
Name: Derrick Lewis	Title: Director, Public Safety & Security
Name: John Schnippert	Title: Manager, Public Safety Operations
Name: Ronnie Booker	Title: Manager, Public Safety Operations
Name: Jason Miller	Title: Manager, Emergency Operations
Name: Corey Bell	Title: Manager, Public Safety Administration
Name: Sandra Platt	Title: Sr. Contract Specialist
Name: Jerrie Gunder	Title: Contract Specialist
Name: Brian Williams	Title: Coordinator, SEB Programs

**Instructions for all participants and members of the public:**

- To avoid any microphones transmitting sounds that cause feedback, echoes or sounds that will otherwise cause disruption to this meeting, participants (regardless of how they are accessing this meeting) are asked to keep their microphone on "MUTE" at all times when *not* speaking. PLEASE TAKE A MOMENT AND "MUTE" YOUR MIC FOR THIS MEETING.
- Any individual who wishes to speak, should "*unmute*" their microphones and wait to be recognized by the host before speaking.
- When called upon, please announce your name and the company you are representing.
- Each person speaking should do so clearly and slowly to ensure they are heard and understood for recording purposes and by other participants and attendees.

**IDENTIFY MEMBERS OF PUBLIC ATTENDEES**

Again, if you have not already, please type your name and the name of the company you are representing in the chat box. **For those participants attending this meeting by phone, I will ask each of you to clearly state your name and the company you are representing.** At the end of the meeting, I will read back the name and company of each attendee. If I do not state your

**MANDATORY PRE-PROPOSAL MEETING MINUTES**

**JPA Contract: RFP 23-03  
SECURITY GUARD SERVICES**

name please unmute your device and state it clearly so that it is recorded. If we do not have a record of your attendance, your Statement of Qualifications may be rejected. Attendance at this pre-submission meeting is mandatory.

<b>COMPANIES' ATTENDANCE RECORD OF PUBLIC MEETING</b>	
<b>REPRESENTING AGENT</b>	<b>COMPANY'S NAME</b>
<b>See Attached</b>	

**Key Dates:**

- **QUESTIONS AND ADDENDA:** Any questions after the meeting must be e-mailed with the **SUBJECT: 23-03 Security Guard Services**, only to [sandra.platt@jaxport.com](mailto:sandra.platt@jaxport.com). Please do not send questions to anyone else. The deadline to submit questions is: **Monday, March 20, 2023, at 12:00 PM (EST)**. Answers to questions will be released in an Addenda directed to all known prospective proposers and advertised on JAXPORT's website under Active Solicitations.
- 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 **prior to 2:00 PM (EST) Wednesday, April 12, 2023**. Proposal documents submitted through Email or Fax will not be accepted or considered. **JAXPORT is *not* accepting any SOQ packages submitted by mail, hand delivery, fax or email. Please visit JAXPORT's website at [www.jaxport.com](http://www.jaxport.com) for information and updates.**

The PDF file name should read "RFP\_23-03."

**SCHEDULE OF EVENTS**

1.	Advertise, Post and Distribute RFP	Feb 23 and Mar 2	Procurement
2.	Conduct Pre-Bid Meeting	Mar 15, 2023	Proc/Security
3.	Questions Deadline	Mar 20, 2023	Proc/Security
4.	Issue Last Addendum	Mar 30, 2023	Proc/Security
5.	Receive Proposals	Apr 12, 2023	Procurement
6.	Evaluation Committee Recommendation	Apr 25, 2023	Eval. Committee
7.	Issue Letters of Intent to Award	Apr 27, 2023	Procurement
8.	Awards Committee Meetings	May 2023	Procurement
9.	Board Approval	May 2023	Board
10.	Execute Agreement	Jun 2023	Procurement
11.	Notice to Proceed	Jun 2023	Proc/Security

\*Please note: The above dates are estimated and are subject to be changed by JAXPORT.

**REQUEST FOR PROPOSAL DOCUMENTS**

The Request for Proposals document can be obtained from our website: <https://www.jaxport.com/procurement/active-solicitations> If you should have any questions regarding the solicitation package, please submit them **by e-mail to Sandra Platt, Sr. Contract Specialist** at: [sandra.platt@jaxport.com](mailto:sandra.platt@jaxport.com) or through E-Builder.

## **MANDATORY PRE-PROPOSAL MEETING MINUTES**

### **JPA Contract: RFP 23-03 SECURITY GUARD SERVICES**

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

- **Acknowledgment of Addenda** (*It is mandatory that the proposer acknowledge all addenda, the system will not allow you to submit your proposal until the addenda is acknowledged*). FAILURE TO ACKNOWLEDGE OR SUBMIT A SIGNED ADDENDA WITH YOUR RESPONSE WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

### **BID BOND REQUIREMENT**

Each Proposer will furnish with its Proposal a Bid Bond or a Cashier's Check payable to JAXPORT in the **amount of Ten Thousand Dollars (\$10,000) as a surety that the Proposal** will not withdraw for 90 calendar days from the date of proposal opening.

### **PERFORMANCE AND PAYMENT BOND REQUIREMENTS**

Upon the execution of the Contract, the successful Proposer will be required to **furnish a Performance Bond and Payment Bond for 50% of the contract value** continuing throughout the full term of the Contract, to guarantee the performance of all terms and conditions stated in the Contract.

**INSURANCE:** Please review the Insurance Requirements of the RFP. The contract requires the awarded Proposer to provide proof of insurance as described in the RFP before a final contract is issued.

### **TERM OF THE CONTRACT:**

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

### **SUBMISSION PROCESS:**

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

Remember, this is an evaluated RFP and it is the sole responsibility of each Proposer to address each of the evaluation criteria set on the RFP.

### **PRESENTATIONS/INTERVIEWS AND NEGOTIATIONS**

Upon completion of the evaluation of all Proposals, and at JAXPORT's discretion, a limited number of Proposers will be shortlisted and will be invited to make presentations/interviews prior to conducting negotiations of best and final rates with the top-ranked Proposer(s) and subsequent award of a contract. Such presentations/interviews will be scheduled at JAXPORT's

**MANDATORY PRE-PROPOSAL MEETING MINUTES**

**JPA Contract: RFP 23-03  
SECURITY GUARD SERVICES**

convenience. The presentations/interviews will provide the shortlisted Proposer with the opportunity to specifically present their proposed team qualifications and experience, their understanding of the challenges and issues facing security at JAXPORT and their approach to addressing potential vulnerabilities likely to emerge from those challenges and issues regarding security at the JAXPORT. JAXPORT will not be liable for any costs incurred in connection with such presentations/interviews.

Upon completion of evaluation of the presentations/interviews conducted by the shortlisted Proposers and based on final scores and subsequent rankings of the presentations/interviews, JAXPORT will enter into negotiations with the highest ranked Proposer(s). If JAXPORT and the highest-ranked Proposer cannot negotiate a mutually acceptable contract, JAXPORT may terminate the negotiations and begin negotiations with the next-ranked Proposer. This process may continue until a contract has been executed or all responses have been rejected.

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

**EVALUATION CRITERIA:**

**The point values of the evaluation criteria total 100 points. The criteria to be evaluated includes:**

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

**LIQUIDATED DAMAGES**

JAXPORT reserves the right to assess liquidated damages against the Proposer for FAILURE TO PERFORM SERVICES AS PER SPECIFICATIONS OF THE CONTRACT. Please review and become familiar with the Liquidated Damages specified.

**SEB Requirements:** Mr. Brian Williams, Coordinator, SEB Programs

**SCOPE OF SERVICES REVIEW:** Derrick Lewis, Director, Public Safety & Security

## **MANDATORY PRE-PROPOSAL MEETING MINUTES**

### **JPA Contract: RFP 23-03 SECURITY GUARD SERVICES**

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

Provide the Jacksonville Port Authority (JAXPORT) with Security Services requirements on a scheduled and as-needed basis at various locations throughout JAXPORT's facilities.

Provide unarmed security workforce, including stationary posts, foot and vehicle patrols, escort and transport of visitors, physical security, administrative support, and workforce management.

Provide security systems and console operations support, including monitoring of the various radio communications, access control, alarm, CCTV, fire, life safety, and other integrated security systems; management of the data gathered and reported by these systems; and coordination/facilitation of response procedures and processes.

Hours and related charges for contract services provided to the CERES Marine Terminal are part of this Contract but may be billed and invoiced separately.

**OBJECTIVE** - The primary objective of the work is to facilitate security services for JAXPORT employees, facilities, tenant facilities, and operational activities by employing a qualified security workforce to perform various security functions.

Provide unarmed security workforce, including stationary posts, foot and vehicle patrols, escort and transport of visitors, physical security, administrative support, and workforce management.

Provide security systems and console operations support, including monitoring of the various radio communications, access control, alarm, CCTV, fire, life safety, and other integrated security systems; management of the data gathered and reported by these systems; and coordination/facilitation of response procedures and processes.

The Proposer shall provide a qualified security workforce, training, supervision, and equipment in accordance with applicable federal, state, and local laws as per the specifications, terms, and conditions of this contract. In addition, all security services provided shall conform to the standards of best practices of the private security industry.

The Proposer shall provide security services for JAXPORT twenty-four hours (24) per day, seven days (7) per week including holidays. Service hours will vary by individual post, and all posts will not necessarily require twenty-four (24) hours per day, seven days (7) per week coverage.

Management coverage includes; the physical presence of a Post Manager or Post Supervisor at each JAXPORT terminal facility, on twenty-four hours (24) per day, seven days (7) per week basis, including holidays.

At least one member (1) of security management staff shall be available, on-call via cell phone,

## **MANDATORY PRE-PROPOSAL MEETING MINUTES**

### **JPA Contract: RFP 23-03 SECURITY GUARD SERVICES**

twenty-four (24) hours per day, seven days (7) per week, including holidays

Proposers must provide a call center with a live single point of contact on a 24/7 basis. Failure to provide a live single point of contact at a designated call center will be grounds for termination of the contract.

#### **STAFFING REQUIREMENTS**

The Proposer shall maintain appropriate staffing levels to account for planned turnover, vacations and reasonable absenteeism rates without undue strain to the security workforce, assigned to JAXPORT. In addition to the established posts, additional security officers may also be requested at any time to provide security for JAXPORT's facilities or service areas.

#### **BILLING SYSTEM**

The Proposer shall submit a detailed description of their electronic billing system's lifecycle and submit samples of all billing and invoicing documents used.

#### **Article III - Proposal Form**

Attachment No. 1 - Listing all positions on the contract, including the number of hours per position, number of FTEs, Minimum Base Rates to be paid by the contractor, Proposed Multiplier, Proposed Bill Rates and Proposed Expense for FY 2024, FY 2025, and FY 2026. Make sure an authorized representative of your company signs the Proposal Form.

**PROPOSAL:** As a final reminder, and prior to submission of your proposal, please make sure that, you review the checklist on **PAGE A3-1** and submit the required documents as requested. **FAILURE TO SUBMIT THESE DOCUMENTS WILL BE GROUNDS FOR REJECTION OF YOUR PROPOSAL.** **PROPOSALS ARE DUE: Wednesday, April 12<sup>th</sup>, 2023 before 2:00PM**

**Reminder:** If you have any questions, they should be sent via email to [Sandra.Platt@jaxport.com](mailto:Sandra.Platt@jaxport.com) and will be answered via Addendum.

#### **Questions?????**

**Note:** These minutes shall become part of the contract documents. Any corrections, additions or errors must be brought to the attention of JAXPORT Procurement Services within 5 days of receipt of the minutes. It shall be the responsibility of the Proposer submitting an SOQ to ensure that all Subconsultants, Suppliers, and services that are incorporated into their proposal have received the benefit of the minutes and any addenda that may be issued.

**If there are no additional questions, I will read back the names of the attendees. As mentioned, if I do not read back your name please bring it to my attention immediately.**

Thank you for your participation.

Meeting adjourned at 10:23 AM

Documented By: Lisa Gee



**MANDATORY PRE-PROPOSAL ATTENDANCE  
RFP 23-03 SECURITY GUARD SERVICES**

REPRESENTING AGENT	COMPANY NAME
Valerie Scott	DSI Security
Amy Koon	Giddens Security Corporation
Eric Glasgow	Allied Universal Security Services
Arthur Newsom	Allied Universal Security Services
Roy Loran	Allied Universal Security Services
Jared Smith	KR Contracting, Inc.
Robert Plimmer	ESB Security
Michele Ryan	Inter-Con Security
Aaron Sheppard	First Coast Security
Taylor McDonald	Allied Universal Security Services
Paul Burbridge	Allied Universal Security Services
Geoff Noble	Inter-Con Security
Adam Giddens	Giddens Security Corporation
Luis Marin	American Guard Services, Inc.
James Creech	Allied Universal Security Services
Chris Austin	First Coast Security Services Inc.
Wendell Shingler	KR Contracting
Ivan Gatewood	KR Contracting
John Gregorie	Allied Universal Security Services
Bob Wood, President Florida Region	Allied Universal Security Services
Carla Lomack	Phinnessee Guard Services
Tsonga Hosi Lee	
Aaron Sheppard	First Coast



Post Office Box 3005  
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Jacksonville, Florida 32206-0005

**JPA CONTRACT NO.: RFP\_23-03  
SECURITY GUARD SERVICES  
RESPONSE TO QUESTIONS**

**ADDENDUM NO. 01**

1. Who is the current incumbent?

**ANSWER:** Allied Universal

2. When was the current incumbent awarded the contract? Could you please provide us with a copy of the current contract?

**ANSWER:** Contract was awarded to G4S Secure Solutions on October 1, 2018 and acquired by Allied Universal on October 25, 2021. (See Attachment No. 04)

3. Are there any subcontractors being used for the current contract?

**ANSWER:** No.

4. What was the initial term length of the current contract (for example, 1 year plus 4 year options, etc.)?

**ANSWER:** The initial term of the contract was three (3) years with two (2) one (1) year renewal options.

5. What was the start date of the initial contract?

**ANSWER:** November 1, 2018

6. What was the amount spent in the last 12 months?

**ANSWER:** \$5,168,236.45

7. What was the total spent in the last billed month?

**ANSWER:** \$785,947.14

8. Are there any other rates billed separately (such as equipment, vehicles, etc.)?

**ANSWER:** No.

9. Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g., armed vs unarmed), a need for additional resources?

## Attachment No. 2

**ANSWER:** The previous contract has 108 FTEs, and 24 vehicles. The new contract requires 112 FTEs and 26 Vehicles.

10. What was the amount spent on this contract last year?

**ANSWER:** \$5,168,236.45

11. What is the estimated total number of annual hours for this contract?

**ANSWER:** See ARTICLE III Proposal Form, Item 16

12. What is the current bill rate for each position?

**ANSWER:** Account Manager \$40.2079, Security Specialist Technician \$29.6793, Site Managers \$35.67, Shift Supervisors \$23.7822, Access Control Technicians \$21.9854, Access Control Supervisor \$24.0249, Security Officers \$22.0510, Access Control Manager \$35.3341. **(See answer to Question 65)**

13. Are there any additional services that may be needed that are not listed in the RFP? For instance, the need of additional sites, seasonal required security, etc.?

**ANSWER:** In addition to 6.16, 6.17, 6.18 there may be a requirement by the USCG or US CBP to conduct security services for hold on boards.

14. Beyond the state and federal minimum wage, is there a prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage?

**ANSWER:** See ARTICLE III PROPOSAL FORM, Attachment No.1 Bid Form (Base pay rates are listed by position)

15. Is a Bid Bond or performance bond required? If yes, how much?

**ANSWER:** Yes, refer to ARTICLE I INSTRUCTIONS TO PROPOSERS, 1.14 Bid Bond Requirement, page A1-7; Refer to ARTICLE I INSTRUCTIONS TO PROPOSERS, 1.15 Performance and Payment Bond Requirements, page A1-8

16. Is the current contract using vehicles? If yes, how many?

**ANSWER:** Yes, currently there are 24, the new contract requires 26.

17. Are there any MWBE/VS/DBE or other goals for this project?

**ANSWER:** There are no SEB goals on this contract. (Participation is strongly encouraged).

18. If there is a liquidation penalty on contract Ex: If security officer comes late there will be a penalty on the contract or budget cost? Was there a liquidation penalty on the previous contract?

**ANSWER:** Yes, see ARTICLE II GENERAL CONDITIONS, 2.07 Liquidated Damages and Appendix B. Liquidated damages were assessed against the last contractor.

19. When do you anticipate the start date of a contract resulting from the award of this solicitation?

**ANSWER:** November 1, 2023

20. What is your preferred transition schedule? More specifically, how much time from the award date to the contract start date do you anticipate?

## Attachment No. 2

**ANSWER:** See ARTICLE IV SCOPE OF SERVICES, 8.0 Transition.

21. The seaport environment places considerable maintenance costs on the vehicles. What type of mileage and maintenance costs should be considered in the vehicle costs?

**ANSWER:** See ARTICLE IV SCOPE OF SERVICES, 14.16 VEHICLES, Pg. A4-12. Patrol supervisors vehicles average annual miles for each vehicle is 20520 miles ACC/Escorts vehicles average annual miles for each vehicle is 12000 miles

22. Section 14.3 requires raincoats and boots. Do these boots and other uniform items need to be provided by the vendor at no cost to the employee? Are there any uniform items that can be billed back to the employee via payroll deduction or other methods?

**ANSWER:** The proposer will determine how the cost of uniform items are assessed.

23. Do TWIC badges need to be paid for by the security vendor? Can the costs of the TWIC badge be billed back to the employee via payroll deduction or other methods?

**ANSWER:** The proposer will determine how the cost of TWIC Badges are assessed.

24. Some vendors charge officers a fee for basic training. These actions provide a monetary incentive to the vendor to have high turnover. Please confirm that training, uniform costs and TWIC badges are to be provided at the expense of the bidder, not at the expense of the security officers?

**ANSWER:** The proposer will determine how the cost of training, uniforms, and TWIC badges are assessed.

25. Section 14.14 states the vendor must "Maintain a 2-ton vehicle floor jack and lug wrench at each terminal." How many 2-ton vehicle floor jack and lug wrenches need to be provided?

**ANSWER:** One 2-ton vehicle floor jack and lug wrench located at each location Blount Island Marine Terminal, Talleyrand Marine Terminal, and CERES Marine Terminal.

26. Are there specific benefit requirements? Some vendors provide extensive benefits to reduce turnover while others do not provide benefits. How will benefits such as healthcare, vision, dental, work perks, etc. be evaluated?

**ANSWER:** See ARTICLE IV SCOPE OF SERVICES, 13.0 BENEFITS, Section 13.1 of the RFP regarding Benefits requirements Pg. A4-11.

27. Does JAXPORT require any paid time off, sick leave and/or vacation? How will these benefits be evaluated?

**ANSWER:** See ARTICLE IV SCOPE OF SERVICE, 13.0 BENEFITS, Section 13.1 of the RFP regarding Benefits requirements Pg. A4-11. Specific benefits are not evaluated however Evaluation Criteria, Section C. requests details on the company's employee retention strategy, historical performance, and company's HR policies.

28. We note that a dedicated trainer position is not included as a required position. Given the extensive training requirements would JAXPORT consider including this position in the solicitation?

**ANSWER:** No, See ARTICLE IV SCOPE OF SERVICES, 11.0 TRAINING, Section 11.4 of the RFP regarding Training requirements Pg. A4-9-10

29. Can you provide ARTICLE III in an excel format, so it can filled out with proper calculations?**ANSWER:**

Yes. (See Attachment No. 03)

## Attachment No. 2

30. ARTICLE III has a 2% increase in wages for the second and third years. Based on current CPI which is much higher is JAXPORT willing to look at increasing this percentage or allow contractors to adjust it for submission?  
**ANSWER:** No.
31. On page 42 of the solicitation sections 11.5 and 11.6, it outlines training that the officers must receive from the shift supervisors before taking post on their own. Is this training billable to JAXPORT (the officer is working the post under the direction of the shift supervisor) or is this totally unbilled time for the officer?  
**ANSWER:** Yes, on the job training will be billed to JAXPORT at the rate of a Security Officer.
32. **Reference: RFP, Page GI-1, Section – Proposal Opening Procedures**  
**QUESTION A:** Please confirm Proposer is able to mark individual sections / items as “CONFIDENTIAL?”  
**ANSWER:** No. As noted in GI-1, Proposal Opening Procedures, “All parts of proposals, including exhibits, are subject to the Public Records Law,…”
33. **Reference: RFP, Page A1-7, Section C.vii, Past and Present Record of Litigation / Claims**  
**QUESTION A:** Please confirm JAXPORT is only looking for Proposer to include ONLY a list of material claims that would impact the ability to successfully perform on the JAXPORT Contract.  
**ANSWER:** Please provide a full and complete list of past and present records of litigation, claims or link to pending claims, include ID and case number.
34. **Reference: RFP, Page A4-5, Section 6.31**  
**QUESTION A:** States “The Proposer shall submit sample copies of Incident Reports, Statement Forms, Counseling/Discipline Reports, Inspection Reports, Employee Pay Voucher and all activity reports or logs for JAXPORT’s review along with Proposers’ instructions for completing each form or report. Please confirm if these documents are to be provided within RFP response or if they are ONLY required to be submitted by the successful Proposer awarded the contract.  
**ANSWER:** The documents are to be included in the RFP response.
35. **Reference: RFP, Page A4-5, Section 6.32**  
**QUESTION A:** States “The Proposer shall submit a detailed description of their electronic billing system’s lifecycle and submit samples of all billing and invoicing documents used. Please confirm if these documents are to be provided within RFP response or if they are ONLY required to be submitted by the successful Proposer awarded the contract.  
**ANSWER:** The documents are to be included in the RFP response.
36. **Reference: RFP, Page A3-5, Vehicles**  
**Reference: RFP, Page A4-13, Vehicles**  
**QUESTION A:** JAXPORT breaks down the vehicle requirements per site (via Items 14.17 through 14.20). Is JAXPORT able to provide:  
a. The estimated annual mileage each vehicle at each site will be driven?  
**ANSWER:** Patrol average annual miles for each vehicle is 20520 miles  
ACC/Escorts average annual miles for each vehicle is 12000 miles  
b. Are vehicles able to be billed as a direct pass-through to JAXPORT including maintenance, insurance and fuel?

- ANSWER:** No, the proposer will provide maintenance, insurance, and fuel.
- c. Row 22 states the total vehicles = 26, however, the total quantity listed for each totals to 21. Can JAXPORT please clarify where the additional 5 vehicles are needed?
- ANSWER:** Pg. A3-5 Line 17 Two vehicles, Line 18 Five vehicles, Line 19 Four Vehicles, Line 20 Thirteen Vehicles, Line 21 Two Vehicles Total Vehicles Twenty-six.

37. **Reference: RFP, Page A4-2, Section 6.1**

**QUESTION A:** Can JAXPORT please provide the quantity and addresses for all terminals?

**ANSWER:** Four Terminals:

Blount Island Marine Terminal 9620 Dave Rawls, Blvd. Jacksonville, FL. 32226.

CERES Marine Terminal 9834 New Berlin Rd. Jacksonville, FL. 32226.

Dames Point Marine Terminal 9810 August Dr. Jacksonville, FL. 32226

Talleyrand Marine Terminal 2085 Talleyrand Ave. Jacksonville, FL. 32206

38. **Reference: RFP, Page A4-6, Section 6.33**

**QUESTION A:** States required attendees for quarterly and annual meetings include the Proposer's Account Manager, Assistant Account Manager(s), and other officer(s), as deemed necessary. Is the Assistant Account Manager a required position?

**ANSWER:** No that is an improper title, the title should be Post Managers.

39. **Reference: RFP, Page A4-11, Section 13.0 - Benefits**

**QUESTION A:** Is Proposer to include overview of benefits package available in proposal or ONLY upon award?

**ANSWER:** Overview of Benefits package should be included in the Proposal.

40. **Reference: RFP, Page A1-5, Section A. 2.**

**QUESTION A:** Are the Post Managers a salaried or hourly position?

**ANSWER:** All positions are hourly, except the Account Manager who is salaried.

41. **Reference: RFP, Page A3-5, ARTICLE III**

**QUESTION A:** Are proposers required to pay these base rates or can they be exceeded?

**ANSWER:** JAXPORT set the base rates for each position, the proposer can exceed this at their own cost.

**QUESTION B:** With CPI hitting historical highs around 10% & 6.9% the trailing twelve months, a 2% year over year is not realistic. Can proposers adjust this as well?

**ANSWER:** No.

**QUESTION C:** Can JAXPORT please clarify what they expect to see in "Proposed Expense"?

**ANSWER:** See ARTICLE I INSTRUCTIONS TO PROPOSERS, E. Billing Rates (30 Points Maximum Score) **QUESTION D:** Can JAXPORT please provide ARTICLE III in excel format?

**ANSWER:** Yes. (See Attachment No. 03)

42. **Reference: RFP, ARTICLE IV, Section 5.3**

**QUESTION A:** Please confirm what equipment and supplies will be furnished by JAXPORT.

**ANSWER:** JAXPORT provides Inspection Mirrors, Pole Cameras, Guard Booths, Radios, Access Control computers.

43. **GENERAL QUESTIONS**

**QUESTION A:** Is JAXPORT able to share who the incumbent provider(s) are?

**ANSWER:** Allied Universal

**QUESTION B:** What challenges is JAXPORT currently experiencing with regards to security and the current providers?

**ANSWER:** Turnover of Personnel and Unworked Contractual hours.

**QUESTION C:** Please confirm none of the locations that fall under the Scope of Work are Union or prevailing wage.

a. If Union, please confirm which Union and provide a copy of the applicable CBA.

b. If Union, please provide a copy of the applicable seniority list.

**ANSWER:** None of the locations have Unions.

**QUESTION D:** Does JAXPORT have a preference to retain incumbent employees that are in good standing and meet the hiring criteria of the Proposer, in conjunction with the requirements of the RFP?

**ANSWER:** Yes, JAXPORT would like to retain the knowledge, skills, and abilities of qualified incumbent employees in good standing.

**QUESTION E:** Please confirm if there are any anticipated contractual SLAs/KPIs with financial penalties that the Proposer should be aware of (other than Page A4-15 Item 16.5 and the liquidated damages verbiage mentioned throughout the solicitation)?

**ANSWER:** None other than what is included in the RFP.

**QUESTION F:** Is JAXPORT able to share a copy of the proposed Master Service Agreement/SOW with bidders?

**ANSWER:** Please see ARTICLE I INSTRUCTIONS TO PROPOSERS Section 1.37 Entire Agreement

**QUESTION G:** Are security personnel required to have any specific vaccinations (ie. COVID)?

**ANSWER:** No.

**QUESTION H:** May Supervisors be utilized as Relief Force to cover Officers when they take their rest and meal breaks?

**ANSWER:** Yes.

**QUESTION I:** What parking options are available for Proposer's Security personnel? What is the cost associated with this?

**ANSWER:** No cost for on-site parking.

**QUESTION J:** Solicitation package contains a Bid Bond Form, a Statutory Payment Bond Form and a Performance Bond Form. Please confirm only the Bid Bond Form must be obtained and included in the proposal response document. The other two bond forms would be obtained after contract award.

**ANSWER:** See ARTICLE I INSTRUCTIONS TO PROPOSERS, 1.14 Bid Bond Requirement and 1.15 Performance and Payment Bond Requirements.

**QUESTION K:** Is there a specific Tab the completed and signed Forms should be included in or should Proposer create an "FORMS" Tab at the end and include behind this Tab?

**ANSWER:** Ideally, it should be under a Header labeled "Required Documents".

44. 11.14 references in-house training that may be required as an expense borne by JAXPORT. Is any other training billable to JAXPORT?

**ANSWER:** On the Job Training at Terminals for new employees are billable at security officer rate for 32 hours.

## Attachment No. 2

45. Is actual vehicle fuel expense billable to JAXPORT? If not, is JAXPORT able to provide mileage estimates for purposes of estimating fuel expense to be absorbed in weekly pricing?

**ANSWER:** No, fuel costs are paid by the proposer; Average rough estimate of annual mileage is 15000 per vehicle.

46. There are some references to G licenses within the RFP. Please confirm whether there are armed requirements or if the contract is 100% unarmed.

**ANSWER:** At this time there is no requirement for G license holders, the contract is 100% unarmed.

47. 1.07 – should proposers have exceptions for JAXPORT to consider, how/when would you want to see those identified?

**ANSWER:** Include with your proposal a document titled “Exceptions to be Considered”

48. Please clarify whether the CPI price adjustments referred to in Section 1.13 on page A1-7 of the RFP: (a) apply only the 4th and 5th contract years, if elected by JAXPORT; or (b) apply to each year of the maximum 5-year term.

**ANSWER:** See ARTICLE I INSTRUCTIONS TO PROPOSERS, Section 1.13 Annual Price Adjustment, “Contract prices for the work will remain firm through the initial contract period of three (3) years.”

49. In addition to the rate increases permitted in Section 1.13 on page A1-7 of the RFP, will JAXPORT also permit rate increases to allow the Contractor to recoup increases in unforeseen costs that are outside of the Contractor’s control such as: increases in Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum, prevailing and living wage rates and other statutory requirements, such as legally mandated sick leave costs; and medical and other benefit costs? If so, please describe the process by which the Contractor will be able to submit a request for a rate adjustment.

**ANSWER:** No. See ARTICLE I INSTRUCTIONS TO PROPOSERS, Section 1.13 Annual Price Adjustment, “Contract prices for the work will remain firm through the initial contract period of three (3) years...Unless the Proposer and JAXPORT make other agreements, the annual price adjustment for the contract shall be in accordance with the consumers price index for all urban consumers published monthly by the US Department of Labor, Bureau of Labor Statistics.”

50. Is the resulting contract subject to any Minimum Wage, Living Wage or Prevailing Wage, or other statutory wage requirement?

**ANSWER:** JAXPORT sets the base pay rate per ARTICLE III PROPOSAL FORM, Pg. A3-5

51. Our company stands behind our security services and regularly accepts the obligation to defend, indemnify and hold clients harmless from the comparative portion of any losses, costs or damages that are caused by the negligence, recklessness or willful misconduct of our personnel in the performance of security services under client agreements. Client who wish to participate in the defense of any indemnified claims may do so at their sole cost and expense. Can Section 2.10 on page A2-5 of the RFP be revised as follows to reflect those parameters?

- On line 8, delete the phrase “in whole or in part.”
- On line 10, insert the phrase “at its sole cost and expense” after the word “defense.”

**ANSWER:** JAXPORT will not agree to either request in question 51.

52. Our company carries the professional liability insurance coverage specified in Section 2.11.A.4 on page A2-6 of the RFP as part of our Commercial General Liability policy, rather than as a stand-alone policy. Can the following sentence be added to Section 2.11.A.4 to reflect those parameters?

- “Such coverage may be combined with the Commercial General Liability limits.”



## Attachment No. 2

**ANSWER:** No change required to RFP. Proposer must direct its insurance broker to indicate on Certificate of Insurance, shared coverage limits for 'Commercial General Liability' & 'Professional Liability' or primary coverage limit for 'Commercial General Liability' and sublimit for 'Professional Liability'. Please note that required liability and total aggregate limits must be met.

53. Our company does not carry Umbrella Liability Insurance, but we do carry Excess Liability Insurance. Can Section 2.11.A.5 on page A2-6 of the RFP be revised to replace the word "Excess" with the phrase "Umbrella Liability or Excess Liability" to permit the Contractor to provide either Umbrella Liability of Excess Liability insurance?

**ANSWER:** AGREED - Excess Liability for \$5M over Commercial General Liability & Automobile Liability is acceptable.

54. Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. The foregoing parameters are stated in our contracts, and the additional insured endorsements to all of our insurance policies cover each additional insured to the extent of those contractual requirements. Our additional insured endorsements are broadly written to cover each additional insured "where required by written contract." Furthermore, because our additional insured endorsements are blanket endorsements, additional insureds need not be expressly named in order to be covered. Can the first sentence of Section 2.11.B on page A2-6 of the RFP be replaced with the following to reflect those parameters?

- "The insurance specified above, will, either by a separate policy, provisions in the policies or by special endorsements attached hereto, include JAXPORT as an additional insured, to the extent of Proposer's indemnification obligations under Section 2.10 above and up to the required insurance coverage amount. Coverage may be provided by a blanket additional insured endorsement that covers additional insureds where required by written contract."

**ANSWER:** No change required to RFP. JAXPORT does recognize 'Blanket Endorsement' as a 'Special Endorsement' as stated in Section 2.11. B.

55. We note the following limitation on self-insured retentions and deductibles in Section 2.11.B on page A2-6 of the RFP: "Such policies... will be for full coverage without any deductibles and/or retentions subject to approval by JAXPORT." Our company is a large, national security provider. We maintain insurance deductibles and retentions that have been determined as optimal for a company of our size and financial strength after careful review with our insurance advisors, and those cannot be eliminated or reduced with respect to a specific client. We have demonstrated to our insurers the financial ability to fund those deductibles and retentions over an extended period of time. Can the following be added as the last sentence of Section 2.11.B to reflect those parameters?

- "Approval of self-insured retentions and deductibles shall not be unreasonably withheld upon Proposer's demonstration of financial capacity to carry said deductibles and self-insured retentions."

**ANSWER:** No change required to RFP. Please reference A2-6 which states, "any deductibles or self-insured retentions must be declared and approved by JAXPORT". JAXPORT Risk Management is fully aware that many entities have chosen to self-insure or procure high deductible commercial policy limits. Therefore, JAXPORT Risk Management does take into consideration the financial wherewithal of a Proposer to fund the self-insured retention or deductible stated on the Certificate of Insurance.

56. Can Section 2.14 on page A2-7 of the RFP be revised to give the Contractor the reciprocal right to terminate the resulting Contract on 120 days' prior written notice to JAXPORT?

**ANSWER:** No, JAXPORT will allow Contractor the right to terminate with one (1) year's notice.

57. We assume that the Contractor's compliance with the fitness standards in Scope of Services Section 7.2 on page A4-6 of the RFP is intended to be in accordance with applicable law, including the Americans with Disabilities Act. Accordingly, can the provisions cited below be revised as follows?

- Replace the 3rd bullet with the following:
  - o “The contractor shall ensure that all employees assigned are physically capable of performing all essential job duties, with or without reasonable accommodation.”
- In the 9th bullet, insert the phrase “with or” before the word “without.”

**ANSWER:** See Item No. 1 on Addendum Cover Page.

58. Numerous jurisdictions restrict or prohibit random drug testing. Accordingly, in the Scope of Services Section 7.8, 2nd bullet on pages A4-6 and A4-7 of the RFP, can the following phrase be added after the word “expense” on line 1?

- “...and to the extent permitted by applicable law.”

**ANSWER:** See Item No. 2 on Addendum Cover Page.

59. We assume that the Contractor’s compliance with the background adjudication standards in Scope of Services Section 7.8, 6th through 8th bullets on page A4-7 of the RFP are intended to comply with Title VII of the Federal Civil Rights Act of 1964 which prohibits employment discrimination. In interpreting Title VII, EEOC Enforcement Guidance 915.002 (4/25/12) prohibits blanket exclusions based on a class of crime or type of military discharge. The Guidance requires assessment of the facts and circumstances of a conviction or military discharge to determine whether it truly renders a person unsuitable for the position for which he or she is intended. Can the cited sections be revised as follows to achieve compliance with applicable law?

- **Section 7.8, 6th bullet:**
  - o Insert the phrase “that render such person unsuitable for the position for which he or she is intended” after the word “discharges” on line 2.
- **Section 7.8, 7th bullet:**
  - o Replace the second sentence with the following:
    - “Individuals will be disqualified for any felony or misdemeanor conviction that renders such person unsuitable for the position for which he or she is intended.”
- **Section 7.8, 8th bullet**
  - o Insert the phrase “that renders such person unsuitable for the position for which he or she is intended” at the end of the bulleted item.
- Insert the following at the end of Section 7.8 as the new 9th bullet:
  - o “Contractor’s determination regarding the suitability of any person described in the 6th through 8th bulleted items above for assignment at a JAXPORT location shall be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of criminal conviction and military discharge history in employment decisions which requires a weighing of (i) the nature and gravity of the offense or discharge; (ii) the time that has passed since the offense or discharge, or the employee’s completion of any sentence given as a result of the offense; and (iii) the nature of the job held or sought.”

**ANSWER:** See Item No. 3 on Addendum Cover Page.

60. Personnel Qualifications and Experience – Management and Supervisory Staff lists the positions of Physical Credential Technician and Communications Technician. However, the position descriptions in this section mention neither position but do reference a Security Specialist Technician which is also listed in Appendix A. Can clarification regarding these positions please be provided?

**ANSWER:** Physical Credential Technician is a previous job title for the Access Control Credential Technician, Communication Technicians are no longer contracted positions this should be removed.

61. Appendix A states the Access Control Manger must qualify for a DHS Secret Clearance which requires bidders to have a Secret Facility Clearance (FCL). Can you please confirm proof of a bidder’s Secret FCL is required at bid submission?

## Attachment No. 2

**ANSWER:** Access Control Manager is no longer required to maintain a DHS SECRET Clearance this point should be removed. They are still required to handle SSI information in the course of their assigned duties.

62. Who is the current incumbent contractor?

**ANSWER:** Allied Universal

63. What was the prior contract period of performance and total contract value?

**ANSWER:** Initial Contract Term was three (3) years with two (2) one (1) year renewal options. Total Contract Value awarded was \$23,514.915.00

64. What is the current weekly rate per vehicle?

**ANSWER:** Average weekly rate per vehicle is \$215.00

65. What are the current billing rates and multiplier by position for FY2023?

**ANSWER:** See below:

Positions	Year 5 Proposed Multiplier	Year 5 Proposed Bill Rate
Account Manager	1.3759	\$40.2079
Security Specialist Technician	1.3509	\$29.6793
BIMT Post Manager	1.3806	\$35.6700
Shift Supervisors	1.3742	\$23.7822
Security Officers - Lanes/Main Gate	1.3784	\$22.0510
Security Officers - Labor Lot	1.3784	\$22.0510
Security Officers - Patrol	1.3784	\$22.0510
TMT Post Manager	1.3806	\$35.6700
Shift Supervisors	1.3742	\$23.7822
Security Officers - Patrol	1.3784	\$22.0510
Security Officers - Lanes/Main Gate	1.3784	\$22.0510
Security Officers - Lanes/North Gate	1.3784	\$22.0510
Access Control Manager	1.3676	\$35.3341
Access Control Credential Technician	1.3743	\$21.9854
Access Credential Technician Supervisor	1.3742	\$24.0249
Security Officers - TWIC Escort	1.3784	\$22.0510
Security Officers - TWIC Escort	1.3784	\$22.0510
Security Officers - DPMT Main Gate - Cargo	1.3742	\$21.9838
Security Supervisor - Cargo Operations	1.3742	\$23.7822
Security Officers - Cargo Operations	1.3784	\$22.0510
Security Supervisor - Cruise (78 turns - 3 per PR)	1.3743	\$23.7840
Security Officers - Cruise (78 turns - 3 per PR)	1.3784	\$22.0510
Ceres Post Manager	1.3806	\$35.6700
Ceres Shift Supervisor	1.3742	\$23.7822
Ceres Security Officers	1.3784	\$22.0510

66. Is the Access Control Manager (Appendix A Section 3.0) considered a key personnel and must the proposer provide a resume for this individual?

## Attachment No. 2

**ANSWER:** Access Control manager is considered key personnel and a resume must be submitted for approval.

67. There appears to be some ambiguity between the Section A Management and Supervisory Staff and the positions listed on Attachment 1 – ARTICLE III Proposal Form. Can you please indicate which rows on ARTICLE III – Proposal Form require resumes to be submitted?

**ANSWER:** Account Manager, Security Specialist Technician, Access Control Manager

**ATTACHMENT NO. 03**

**ARTICLE III – PROPOSAL FORM**

**(Excel Format)**

**Refer to Bid Documents via e-Builder**



**AGREEMENT BETWEEN JACKSONVILLE PORT AUTHORITY  
AND  
G4S SECURE SOLUTIONS (USA), INC.  
FOR  
CONTRACT SECURITY SERVICES**

THIS AGREEMENT FOR SECURITY SERVICES ("AGREEMENT") is made and entered into this 1<sup>ST</sup> day of November, 2018 (the "Effective Date"), by and between the **JACKSONVILLE PORT AUTHORITY**, a body politic and corporate created and existing under Chapter 2004-465, Laws of Florida, as amended, hereinafter referred to as "**JAXPORT**", and **G4S SECURE SOLUTIONS (USA), INC.**, a Florida corporation, hereinafter referred to as the "**G4S**" and is based on the following facts:

- A. JAXPORT issued its Competitive Sealed Proposal Evaluation Process seeking proposals for Security Services on June 13, 2018 ("RFP 18-01") in order to pre-qualify firms licensed, qualified and interested in providing Security Services for JAXPORT at the following locations: 1) Blount Island Marine Terminal, 2) Talleyrand Marine Terminal, 3) Dames Point Marine Terminal, 4) Access Control Center and 5) Trapac Marine Terminal. A true and correct copy of RFP 18-01 is incorporated herein as **Exhibit A**.
- B. G4S submitted its responsive proposal to JAXPORT on July 10, 2018 representing that it is capable of providing the necessary services as contemplated by JAXPORT's RFP 18-01 and providing specific means, methods and terms for providing such services (the "G4S Proposal"). A true and correct copy of the G4S Proposal is incorporated herein as **Exhibit B**.
- C. Based on the information exchanged in RFP 18-01, the G4S Proposal, and subsequent evaluations and negotiations between G4S and JAXPORT, G4S has been selected by JAXPORT as the most qualified, responsive, responsible firm to provide the requested services and JAXPORT and G4S have now reached an understanding with each other regarding the services to be performed, the terms and conditions governing such performance, the compensation to be paid for such services (collectively, the "Final Terms"), which are attached hereto and incorporated herein as **Composite Exhibit C**.

IN CONSIDERATION of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE 1  
TERM**

Unless earlier terminated in accordance with the express Terms and Conditions of this Agreement, G4S will provide Security Services for an initial period of three (3) years commencing on the Effective Date (the "Term") all in accordance with the terms and conditions of this Agreement. Beginning on the Effective Date, each successive twelve (12) month period during the Term will be a "Contract Year". Further, at the conclusion of the Term, G4S may, at G4S' sole and unilateral discretion, extend the Agreement for up to two (2) additional Contract Years, bringing the total Term to five (5) years. Any extension by G4S will be performed and compensated as set forth in the Final Terms. To exercise its right to extend the Agreement as set forth herein, G4S must provide written Notice to JAXPORT not less than one hundred eighty (180) days prior to the expiration of the current Contract Year that G4S will exercise its right of extension. In addition to

*[Handwritten signature]*  
10/16/18

the parties' rights of termination provided in Article 2 of RFP 18-01 and Article 11 below, the Agreement may be terminated in whole or in part by either party, with or without cause, upon 180 days' notice according to this clause whenever such party may determine that such termination is in their best interest. Such termination will be effected by written notice to the other stating the date upon which such termination becomes effective.

**ARTICLE 2  
SCOPE OF WORK**

G4S shall provide Security Officer Services at the following locations: 1) Blount Island Marine Terminal, 2) Talleyrand Marine Terminal, 3) Access Control Center, 4) Dames Point Marine Terminal, and 5) TraPac Marine Terminal in accordance with JAXPORT's RFP 18-01, the G4S Proposal, and the Final Terms which collectively herein shall be referred to as the "CONTRACT DOCUMENTS". Notwithstanding anything to the contrary herein, G4S will invoice JAXPORT directly for all Security Services shown on **Exhibit D**. Services for the TraPac Marine Terminal are to be invoiced separate from all other terminals.

**ARTICLE 3  
INCORPORATION OF THE CONTRACT DOCUMENTS**

The Contract Documents are hereby specifically incorporated into this AGREEMENT to the same extent as if they were fully set forth herein and accordingly, G4S agrees to comply with all conditions stipulated in JAXPORT's Pre-qualification process and RFP 18-01 as well as complying with the terms and conditions of the G4S Proposal, the Final Terms, and all terms and conditions set forth in the Body of this Agreement.

**ARTICLE 4  
COMPENSATION**

G4S shall be compensated by JAXPORT as set forth in RFP 18-01, Article II Section 2.05 A, Payment and Charges, the G4S Proposal, each as modified by the Final Terms.

**ARTICLE 5  
ASSIGNABILITY**

G4S shall not assign or transfer any interest in this AGREEMENT or subcontract any of the work to be performed under this AGREEMENT, to any other entity without the prior written consent of JAXPORT as per specifications of the RFP 18-01.

**ARTICLE 6  
GOVERNING LAW / VENUE / SEVERABILITY**

The rights, obligations and remedies of the parties as specified under this AGREEMENT shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this AGREEMENT be determined to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Litigation involving any aspect of this AGREEMENT shall exclusively take place in the appropriate State or Federal court, sitting in Duval County, Florida, that has jurisdiction over such legal action. G4S further acknowledges and agrees that JAXPORT is subject to Florida's public records laws, Chapter 119.07, Florida Statutes, and any G4S documents or electronic records in the possession of JAXPORT are subject to production and disclosure pursuant to law.

  
10/16/18

**ARTICLE 7  
INDEPENDENT CONTRACTOR**

Nothing in this AGREEMENT shall be construed as making G4S an employee, servant or agent of JAXPORT. G4S shall pursue the work under this AGREEMENT as an independent contractor and shall be solely responsible for the method, manner and means to be utilized in rendering the Security Services, including, but not limited to, the supervision and compensation of its own personnel. Further, nothing in the relationship created under this Agreement shall cause JAXPORT to be an employer, or co-employer, of any G4S personnel for any purposes whatsoever.

**ARTICLE 8  
ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of this AGREEMENT and any of the Contract Documents, said conflict shall be resolved by giving precedence to the provisions of this AGREEMENT and the Contract Documents in the following order: (1) any Amendments to this AGREEMENT in the order issued, (2) this AGREEMENT, (3) addenda to RFP 18-01, (4) RFP 18-01, (5) JAXPORT's Pre-qualification process for Security Officer Services, (6) G4S Response to RFP 18-01, and (7) G4S pre-qualification response to JAXPORT. (1) this AGREEMENT (as modified from time to time and in accordance with the terms hereof), (2) the Final Terms.

**ARTICLE 9  
ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire agreement between the parties hereto for the Security Services to be performed and furnished by G4S and no statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, that are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendments to this AGREEMENT shall be valid and binding only when made in writing and signed by the authorized representative of each of the parties hereto.

**ARTICLE 10  
NOTICES**

All Notices required under this Agreement shall be made in writing and will be deemed made when placed with an overnight express carrier for delivery as follows:

If to JAXPORT:	Jacksonville Port Authority Attn: Chief Operating Officer 2831 Talleyrand Avenue Jacksonville, FL 32206
With a copy to:	Chief Legal Counsel Jacksonville Port Authority 2831 Talleyrand Avenue Jacksonville, FL 32206
If to G4S:	<u>Managing Counsel, Contracts</u> <u>1395 University Boulevard</u> <u>Jupiter, FL 33458</u>



**ARTICLE 11  
DEFAULT**

JAXPORT and G4S acknowledge and agree that Security Services provided for under this Agreement are required for the protection of facilities deemed to be both critical infrastructure as well as constituting international borders and are subject to significant regulatory requirements. As more specifically described in RFP 18-01, repeat failures to perform the Security Services called for under this Agreement, as well as any failure to meaningfully remedy such a situation by implementing an appropriate plan of action, may constitute a default under this Agreement (each, a "Default"). In the event of a Default, the non-defaulting party will provide the other Notice describing the specific failure(s). Such a Notice begins a thirty (30) day cure period under which the party receiving the Notice of Default will either respond with evidence refuting the Notice of Default and demonstrating material compliance with the terms and conditions of this Agreement or, alternately, a detailed plan of action to ensure such failure(s) will not occur in the future. Failure to cure a Default condition can result in remedies for the non-defaulting party up to and including liquidated damages and termination of the Agreement.

**ARTICLE 12  
LIABILITY AND INDEMNITY**

G4S, including its employees, representatives, agents, subsidiaries, and subcontractors of any tier (the "Indemnifying Parties") shall hold harmless, indemnify, and defend JAXPORT, including, without limitation, its officers, directors, members, representatives, affiliates, agents, employees, successors and assigns (collectively the "Indemnified Parties") against any and all claims, suits, demands, judgements, losses, costs, fines, penalties, damages, liabilities, and expenses of whatsoever kind or nature (including all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness, and attorneys' fees) which may be incurred by, charged to, or recovered from any of the foregoing Indemnified Parties arising directly or indirectly out of any of G4S' operations, work, or services performed in connection with this Agreement (including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property, including the property of JAXPORT) which arises as a result of any negligent act, error, omission, recklessness, or intentionally wrongful conduct on the part of G4S, its agents, affiliates, or assign, regardless of where the damage, injury, or death occurred. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to indemnification shall survive the Term and any holdover and/or extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement. In addition, G4S shall hold harmless, indemnify, and defend the Indemnified Parties against any and all claims, suits, demands, judgements, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs, for investigation and defense thereof, including, but not limited to, Court cost, reasonable expert witness fees, and attorney's fees), charged to, recovered from, or incurred by any of the Indemnified Parties, arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, or separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to indemnification shall survive the Term and any holdover and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement. In no event will either party be liable to the other for loss of business or profits, penalties, or special or indirect, consequential, punitive, exemplary or liquidated damages. G4S's total liability to Indemnified Parties shall in no event exceed the total value to G4S under this AGREEMENT.

**ARTICLE 13  
INSURANCE**

Without limiting its liability under this Agreement, G4S shall at all times during the Term procure and maintain at its sole expense during insurance of the types and in the minimum amounts stated below, and prior to the commencement of work provide a certificate on a form that is acceptable to JAXPORT evidencing the following required coverages to JAXPORT:

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$500,000 Each Accident
	\$500,000 Disease Policy Limit
	\$100,000 Each Employee/Disease

The G4S' insurance shall cover the G4S for those sources of liability which would be covered by the latest edition of the standard Worker's Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Worker's Compensation Act, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law where appropriate.

Commercial General Liability – ISO Form CG0001 as filed for use in the State of Florida without any restrictive endorsements other than those, which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Completed Ops Aggregate
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$50,000	Fire Damage
	\$5,000	Medical Expenses
Automobile Liability (Coverage for all automobiles- Owned, hired or non-owned)	\$1,000,000	Total Any One Accident

JAXPORT shall be endorsed as an additional insured under all of the above Commercial General Liability and Automobile Liability coverages. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of JAXPORT.

Professional Liability (Also included in Professional Liability)	\$2,000,000	Total Any One Accident
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Professional liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy. The coverage shall include additional coverage for Network and Information Security Offenses and Electronic Data (products) E&O.

*J* 10/16/16

Valuable Papers & Records: \$100,000  
Umbrella Coverage \$5,000,000 per occurrence  
(Including CGL, Automobile Liability, and  
Worker's Compensation/Employer's Liability)

The deductible amounts for any peril shall be deemed usual and customary in the Insurance Industry and G4S shall be responsible for payment of its deductible(s). Said Insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes with an A.M. Best rating of A—VII or better. Certificates of Insurance approved by JAXPORT's Risk manager demonstrating the maintenance of said insurance shall be furnished to JAXPORT.

**ARTICLE 13  
TRANSITION SERVICES UPON TERMINATION**

JAXPORT and G4S agree that upon termination of this Agreement, whether by expiration of the Term or a Default, or otherwise G4S will, upon request of JAXPORT, provide JAXPORT sixty (60) days of additional Security Services all at the terms and conditions in effect as of the date of termination so as to permit JAXPORT to fulfill its security and regulatory obligations during a transition period.

**ARTICLE 14  
COMPENSATION TO G4S UPON EARLY TERMINATION BY JAXPORT FOR CONVENIENCE**

JAXPORT acknowledges that, in order to provide the Security Services, G4S is acquiring new motor vehicles, the cost of which will be amortized over a period of five (5) years (the "Amortization Period") commencing on November 1<sup>st</sup> 2018. In the event that JAXPORT exercises its right of termination for convenience under Article 14.01 of RFP 18.01 so as to terminate this Agreement before the end of the Amortization Period, JAXPORT shall pay to G4S such amount as required to compensate G4S for any remaining unamortized costs of such vehicles as at the date of termination. Said vehicles will then become the property of JAXPORT.

**ARTICLE 15  
POSTPONED G4S CHARGES**

G4S and JAXPORT have agreed that, in consideration of G4S reducing its charges under the Agreement during the contract year ending October 31 2019, JAXPORT shall pay to G4S an additional amount of \$45,000.00 during each of the subsequent years ending October 31 2020, October 31 2021, October 31 2022 and October 31 2023. After October 31, 2020 G4S's right to receive these payments of \$45,000 per year shall not be extinguished by termination or non-renewal of the Agreement occurring thereafter.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

OWNER

**JACKSONVILLE PORT AUTHORITY**

By: \_\_\_\_\_  
(Signature)

Name: *E. B. Green*  
Eric B. Green  
Chief Executive Officer

ATTEST: *Laura Lokietz*  
(Signature)

Name: Laura Lokietz  
(Print or type)

Title: Sr. Executive Assistant

Approved Legal Form:

By: *[Signature]*  
Chief Legal Counsel - JAXPORT

CONTRACTOR

**G4S SECURE SOLUTIONS (USA), INC.**

By: \_\_\_\_\_  
(Signature)

Name: *John S. DiAgata*  
(Print or type)

Title: Senior Vice President, Florida

ATTEST: *[Signature]*  
(Signature)

Name: *Charles Rodriguez*  
(Print or type)

Title: General Manager

*[Handwritten mark]*

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

**7.0 EMPLOYEE QUALIFICATIONS**

- 7.1 Furnish fully-trained and qualified security workforce to accomplish all work as identified in the Statement of Work (Section 5.0). Honesty, ethical conduct, abstention from conflicts of interest, diligence and positive work attitudes shall be required of all security workforce.
- 7.2 At the Proposer’s expense, the Proposer shall check and verify personnel qualifications including, but not limited to:
- Shall be a U.S. citizen
  - Shall be at least 18 years of age
  - Shall be in good health without limitations that would interfere with the performance of duties
  - Binocular vision correctable to 20/30 (Snellen or equivalent)
  - Able to distinguish colors, i.e., free of color-blindness
  - Able to stand for long periods of time
  - Be able to use hands and fingers to reach, handle or feel objects, use tools or operate controls
  - Able to walk, climb stairs and vessel gangways
  - Able to hear an ordinary conversation at a minimum of fifteen (15) feet, with either ear and without the benefit of a hearing aid
  - Able to lift 25 lbs., i.e., traffic cones, signs, etc.
- 7.3 Shall speak, read, write and understand English to the extent of reading and understanding printed regulations, written orders, training instructions and materials, and must be able to compose reports that convey complete and detailed information
- 7.4 Shall be a high school graduate or have received a GED certificate.
- 7.5 Shall have a current or temporary State of Florida Department of Agriculture class “D” and class “G” Security Officer licenses as required.
- 7.6 Shall have a valid State of Florida or Georgia driver’s license (ID Cards not accepted) and be authorized to operate the Proposer’s vehicles.
- 7.7 Shall have a valid Transportation Workers Identification Credential (TWIC).
- 7.8 Shall have successfully undergone the pre-employment screening process, including, but not limited to:
- Pre-employment drug screening – At the proposer’s expense, the proposer must use a reputable laboratory facility of the Proposer’s choosing to conduct a 12-Panel Drug Test screen for the basic drugs found in a 10-panel with the added screening of an expanded opiate class (e.g., OxyContin, Percocet, hydrocodone, and oxycodone) as well as an expanded amphetamine class that includes ecstasy, Molly, and MDMA. The 12-panel drug screening is to include the detection of adulterants for all proposer’s workforce to be assigned to JAXPORT.
  - At the Proposer’s expense, the Proposer shall conduct random drug screening of at least seven

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

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

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

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