

# REQUEST FOR PROPOSAL

RFP No. 22-09R



## OPERATION OF CRUISE SHIP PARKING FACILITIES (RE-BID)

**RFP DUE DATE: Tuesday, October 25, 2022 @ 2:00 PM (EDT)**

**Jerrie Gunder, Contract Specialist**

[Jerrie.Gunder@JAXPORT.com](mailto:Jerrie.Gunder@JAXPORT.com)

PROCUREMENT SERVICES

2831 Talleyrand Avenue, Jacksonville, Florida 32206

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

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## **REQUESTS FOR DISTRIBUTION SHEETS**

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

## **SUBMISSION OF PROPOSALS**

Proposals submitted electronically in advance of the time set for opening will be held in the E-Builder Bidding Portal until **2:00 PM (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 statement applies only to required submittal for prequalification of bidders on public works projects.

## **REQUESTS FOR PROPOSALS RESULTS OR AWARD OF CONTRACT**

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

**REQUEST FOR PROPOSAL 22-09R**

**OPERATION OF CRUISE SHIP PARKING FACILITIES (RE-BID)  
FOR THE JACKSONVILLE PORT AUTHORITY**

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Proposals will be received by the Jacksonville Port Authority (JAXPORT) via E-Builder Electronic Bid Submission until **2:00 PM (EDT)**, on **TUESDAY, OCTOBER 25, 2022**, at which time they will be opened publicly via “ZOOM Meeting” under **MEETING ID: 833 8758 5897** and **PASSCODE NO: 019950**.

All Proposals must be submitted in accordance with the Specifications of Proposal Number **22-09R**, 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 **OPERATION OF CRUISE SHIP PARKING FACILITIES (RE-BID)** for Dames Point Cruise Terminal (DPCT) located at 9810 August Drive, Jacksonville, FL 32226. All employees assigned to work under this contract will be required to have a TWIC Badge for access to the cruise terminal.

An optional site visit of the Dames Point Cruise Terminal will be scheduled on a per request basis.

### 1.02 RECEIPT AND OPENING OF PROPOSALS

JAXPORT will receive Proposals until **TUESDAY, OCTOBER 25, 2022 at 2:00 PM (EDT)** from companies licensed, qualified and interested in providing **OPERATION OF CRUISE SHIP PARKING FACILITIES (RE-BID)**, as per specifications listed on this RFP. These proposals will be publicly opened via “ZOOM Meeting” at the stated time and date listed above.

#### **“ZOOM-MEETING” information**

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

<https://us02web.zoom.us/j/83387585897?pwd=ZG9FSkVwdDdEYVc4UWJkaGNTRFgyUT09>

**MEETING ID:** 833 8758 5897

**PASSCODE:** 019950

### 1.03 DELIVERY OF PROPOSALS

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

The PDF submission file name should read **“RFP 22-09R”** or **“22-09R”**. “How to Submit Your Bid Response in E-Builder” is provided as **ATTACHMENT NO. 6**. 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 (EDT), TUESDAY, OCTOBER 25, 2022. The E-Builder submit button will deactivate exactly at 2:00:00 PM EDT 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 assessed and viewed at the time of the proposal opening. JAXPORT will consider any file that cannot be immediately accessed and viewed at the time of the proposal opening (such as encrypted files, password-protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. Proposers will not be permitted to unencrypt files, remove password protections, or resubmit documents after proposal opening to make a file viewable if those documents are required with proposal. All expenses for submitting Proposals to JAXPORT are to be borne by the Proposer and will not be borne, charged to or reimbursed by JAXPORT in any manner or under any circumstance.

#### **1.04 CONTRACT DOCUMENTS**

The Contract Documents 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, the character, and quality of work to be performed, any materials and equipment to be furnished, and of the requirements of the Contract documents. An optional site visit of Dames Point Cruise Terminal will be scheduled on a per request basis.

#### **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](mailto: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-Builders website and advertised on JAXPORT's website under Active Solicitations at <https://www.jaxport.com/procurement/>

**The deadline for questions will be WEDNESDAY, OCTOBER 12, 2022 by 9:00 AM (EDT)**

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 have been issued and to make such Addendum a part of its Proposal. Only the interpretation or correction so given by JAXPORT in writing will be binding, and prospective proposers are advised that only JAXPORT will give information concerning, or will explain or interpret the RFP Documents.

#### **1.08 PREPARATION OF PROPOSAL**

- A. Proposal will be submitted via E-Builder Electronic Bid Submission per the attached Proposal Form (**Article III**). All blank spaces must be complete and all the item fields acknowledged prior to submittal. Only the Proposal Form and applicable additional information should be submitted. ***DO NOT SCAN AND SUBMIT ANY OTHER PORTIONS OF THE ORIGINAL JAXPORT PROPOSAL PACKAGE.***
- B. The uploaded Proposals shall contain any information thought to be relevant, but not applicable to the enumerated scope of services, should be uploaded and "labeled" in PDF format as an Appendix to the Proposal. If publications are supplied by a Proposer, the Proposal should include reference to a document number or page number of that Appendix material. Proposals not providing this reference will be considered to have no additional material to be considered during the evaluation process.

- C. An authorized representative shall sign the proposal. If an individual makes the Proposal, he or she must sign his or her name therein and state his or her address and the name and address of every other person interested in the Proposal as principal. If a firm or partnership makes the Proposal, the name and address of each member of the firm or partnership must be stated. If a corporation makes the Proposal, an authorized officer must sign the Proposal or agent, subscribing the name of the corporation with his or her own name and affixes the Corporate Seal. Such officer or agent must also state the name of the State, under which the corporation is chartered, and the names and business address of the President, Secretary and Treasurer. If applicable, also provide evidence of registration with the Secretary of State of the State of Florida for doing business in the State of Florida.
- D. Proposals will be uploaded in accordance with requirements specified in this Request for Proposal. Failure to submit all information requested may result in a proposal being considered “non-responsive,” and therefore may be rejected.

### **1.09 MINIMUM REQUIREMENTS**

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

- A. The company or the owners of the company must have been primarily in the industrial/commercial OPERATION OF CRUISE SHIP PARKING FACILITIES (RE-BID) business for a minimum of five (5) years ending July 31, 2022 and must have worked on similar contracts in size and complexity.
- B. At the time of proposal submittal, proposer must show evidence of having in their employ a sufficient number of qualified supervisors and service personnel, considered necessary to produce the desired quality of work and to adequately meet the needs of JAXPORT.
- C. Qualifications and Experience of designated supervisor(s) and service personnel that will be assigned to JAXPORT.
- D. At the time of proposal submittal, Proposer must submit valid copies of business license and permits necessary to perform scope of work, listed in Article IV of this RFP.
- E. Provide three (3) relevant references in which your company provided operation of parking services for Ports/Airports/Public Parking facilities within the last five (5) years. Include contact name, name of company or the owners, contact email and phone number.
- F. Proposed management fees in accordance with specifications, terms and conditions of this RFP.
- G. Other matters that may influence the ability of the Proposer to perform the Contract.

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

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

### **1.10 WITHDRAWAL OF PROPOSAL**

Any Proposal may be withdrawn by written request of the Proposer until the date and time set above for opening of the Proposals. Any Proposal not so withdrawn will, upon opening, constitute an irrevocable offer for 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 with complying with the requested scope of services under this Contract if awarded to such Proposer.
- D. Being in arrears on any existing agreement with JAXPORT or having defaulted on a previous contract with JAXPORT. For purposes of this section, corporations, partnerships or companies, or firms or other business entities created for the purpose of shielding any individual, firm, Partnership Corporation, or other business entity from the application of this provision may be considered for disqualification.
- E. Items 'C' and 'D' above will be considered by JAXPORT after the opening of Proposals, and, if found to apply to any Proposer, JAXPORT will notify the Proposer that its Proposal will not be considered for an award of the Contract. The Proposer has five (5) business days to appeal in writing this decision to JAXPORT Chief Executive Officer, via Procurement Services, and the decision of the Chief Executive Officer will be final.
- F. Failure to provide the notarized forms, if any, required in the Proposal documents, and any other requirements listed in Article III.
- G. Failure to disclose any disciplinary actions taken or pending against the firm within the past three (3) years.

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

#### **1.12 NON-WARRANTY OF RFP INFORMATION**

Due care and diligence have been exercised in the preparation of this RFP and all information contained herein are believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with those making proposals. JAXPORT and its representatives shall not be responsible for any error or omission in the RFP.

#### **1.13 CONTINGENCY FEES PROHIBITED**

By submitting a proposal in response to this RFP, the Proposer warrants that it has not employed or retained a company or person, other than a bonafide employee or sub proposer, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making a contract with JAXPORT.

#### **1.14 REJECTIONS OF IRREGULAR PROPOSALS**

Proposals will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate proposals or other irregularities of any kind. JAXPORT reserves the right to waive any non-conformance or irregularities of proposals, or to reject any or all proposals, in whole or in part, whenever such non-conformance or irregularities are minor and such action is deemed to be in the best interest of JAXPORT.

In this regard, JAXPORT reserves the right to reject any and all Proposals, in whole or in part, and to waive any non-conformance or any other irregularities received in said proposal, to reject any and all request for proposals and to accept the proposal which in its judgment will be in the best interest of JAXPORT.

#### **1.15 PUBLIC ENTITY CRIME**

Pursuant to Chapter 287 of the Florida Statutes, Proposers are required to complete and submit with their proposals a Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes. **Form PEC is provided as "Exhibit B"** for that purpose and must be included with the proposal form at the time proposals are submitted.

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:



- Submitting a proposal on a contract to provide any goods or services to a public entity;
- Submitting a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting proposals on leases of real property to a public entity;
- Being awarded or performing work as a Proposer, supplier, sub Proposer, or Proposer under a contract with any public entity; and
- Transacting business with any public entity in excess of Category Two threshold amount (\$35,000) provided in section 287.017 of the Florida Statutes.

### **1.16 DISCRIMINATORY VENDOR LIST**

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

- Submit a proposal on a contract to provide any goods or services to a public entity;
- Submit a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submit proposals on leases of real property to a public entity;
- Be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; or
- Transact business with any public entity.
- To view a current list, visit:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

### **1.17 PROPOSERS' REPRESENTATION AND AUTHORIZATION**

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

- The Proposer is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the proposal documents, the Proposer, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Proposer currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The proposal submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Proposer or potential Proposer, nor they will not be disclosed before the solicitation proposal opening.
- The Proposer has fully informed JAXPORT in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- The product(s) offered by the Proposer will conform to the specifications without exception.

- The Proposer has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Proposer, the Proposer agrees that it intends to be legally bound to the Contract that is formed with the JAXPORT.
- The Proposer has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The Proposer shall indemnify, defend, and hold harmless JAXPORT and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its proposal.
- All information provided by, and representations made by, the Proposer are material and important and will be relied upon by JAXPORT in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from JAXPORT of the true facts relating to submission of the proposal. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.
- That the Proposer has carefully examined the Scope of Services and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the services needed for the performance of the work, the general and local conditions, all difficulties to be encountered, and all other items which in any way affect the work or its performance.
- That the Proposer is in full compliance with all Federal, State, and local laws and regulations and intends to fully comply with same during the entire term of the contract.

#### **1.18 E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION**

Proposers are required to complete and submit with their proposals an E-Verify Acknowledgement and Acceptance Form. **Form is provided as "Exhibit C"**. The successful proposer agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the term of this contract. Successful proposers must include in all subcontracts the requirement that subcontractors performing work or providing goods and services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The successful proposer further agrees to maintain records of its participation and compliance and its subcontractor's participation and compliance with the provisions of the E-Verify program, and to make such records available to JAXPORT upon request. Failure to comply with this requirement will be considered a material breach of the contract.

#### **1.19 NON-DISCRIMINATION PROVISIONS**

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

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

#### **1.20 PUBLIC MEETING REQUIREMENTS**

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

## **1.21 PUBLIC RECORDS**

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

- (a) Keep and maintain public records required by the JAXPORT to perform the services; and
- (b) Upon request from the JAXPORT's custodian of public records, provide the JAXPORT with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to the JAXPORT; and
- (d) Upon completion of this Contract, transfer to the JAXPORT at no cost all public records in possession of Contractor or keep and maintain public records required by the JAXPORT to perform the service. If Contractor transfers all public records to the JAXPORT upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the JAXPORT upon request from either JAXPORT's custodian of public records in a format that is compatible with the JAXPORT's information technology systems.

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

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

## **1.22 PROTEST PROCEDURES**

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

## **1.23 EX-PARTE COMMUNICATION PROHIBITED**

JAXPORT believes that any ex-parte communication concerning the solicitation, evaluation, and selection process denies all firms submitting proposals fair, open, and impartial consideration. Adherence to procedures which ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement of professional services. Therefore, during the solicitation, evaluation, and selection process, any ex-parte communication between a firm, its employees, agents, or representatives; and JAXPORT, its members, employees, agents, legal counsel, or representatives; other than JAXPORT's designated representative identified herein, is strictly prohibited. Failure to observe this requirement shall result in rejection of a firm's proposal. For purposes of this section, the term "ex-parte communication" shall mean any oral or written communication relative to this solicitation, evaluation, and selection process, which occurs outside of an advertised public meeting, pursuant to Section 285.011, Florida Statutes. This requirement shall not prohibit:

- A. Meetings called or requested by JAXPORT and attended by Proposers/Firms for the purpose of discussing this solicitation, evaluation, and selection process, including, but not limited to, substantive aspects of this RFP;
- B. The addressing of any elected or appointed governing authority of JAXPORT at public meetings advertised and conducted pursuant to, and in compliance with, Section 285.011, Florida Statutes;
- C. The filing and prosecution of a written protest to any proposed award to be made pursuant to this solicitation, evaluation, and selection process, which filing and prosecution shall give notice to all firms. Protest proceedings shall be limited to open public meetings with no ex-parte communication outside those meetings;

D. Contacts with appointed or elected officials of JAXPORT.

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

#### **1.27 ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of the Contract, the provisions of JAXPORT'S Request for Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) Amendments to Contract; 2) Contract **22-09R**; 3) Addendum to Proposal; 4) JAXPORT'S Request for Proposal **22-09R**; and 5) Proposer's Proposal.

#### **1.28 VENUE**

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

#### **1.29 ENTIRE AGREEMENT**

This RFP is the entire agreement of the Parties and the Parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this RFP. Proposer agrees that no representations have been made by JAXPORT to induce the Proposer to enter into this RFP other than as expressly stated in this RFP. This RFP can neither be changed orally nor by any means other than by written amendments expressly referencing this RFP and signed by all Parties hereto.

#### **1.30 TAX-EXEMPT**

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

## ARTICLE II GENERAL CONDITIONS

### 2.01 DEFINITIONS

**JAXPORT** - The Jacksonville Port Authority.

**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 **OPERATION OF CRUISE SHIP PARKING FACILITIES (RE-BID)** for the Jacksonville Port Authority”, **RFP 22-09R** 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.

### 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 rights 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 terms of the agreement for these services is intended to be for a **one (1) year period starting February 1, 2023 through January 31, 2024 with four (4), 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 the Proposer(s) receiving the *highest* number of points by submitting the most responsive and responsible proposal that, when evaluated, is deemed to be in the best interest of both entities. JAXPORT will be the sole judge of which proposal is ultimately determined to be in their best interest and its decision will be final. Only those proposals received in a timely manner from Proposers who can provide evidence that they are fully competent, have the requisite experience, organizational and financial capabilities will be considered. JAXPORT reserves the right to accept or reject any or all proposals. JAXPORT assumes no obligation or commitment to make an award to any person or firm submitting a proposal.

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

JAXPORT will make an award based on a Proposer's ability to meet both entities needs and requirements, based on the Responsible Proposer Criteria as shown in **Article 4.05**. Factors used to evaluate each Proposer's response, as well as the weight attributed to each of the factors will vary for each category and are listed in the **Evaluation Matrix - ATTACHMENT NO. 1**.

## **2.05 TRANSITION OF SERVICE**

Immediately after Award of this contract and/or within ten (10) business days, the Proposer shall submit a transition and phase-in plan detailing what must be accomplished to provide for a prompt, efficient and orderly transition. The plan should include, at a minimum:

- A comprehensive and detailed timetable, broken down by major transitional tasks and sub-tasks including the training of workforce; method for collecting and reporting of all cruise parking fees; method to manage the online reservation system; and if any, transition of employees from JAXPORT's current contract vendor.
- A list of Supervisory Personnel to be assigned to this contract with names and phone information as applicable.

Once transition plan has been reviewed and a notice to proceed has been issued, the Contractor will be allotted **no more than thirty (30) days** from the date of notice to transition all supervision, labor, equipment and materials. The Contractor must be **fully operational by February 1, 2023** in order to provide the Operation of Cruise Ship Parking Facility for JAXPORT.

## **2.06 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.

## **2.07 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.

## **2.08 PAYMENT**

A. All invoices will reference the Contract No. **22-09R**. An original copy will be emailed to:

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

*or mail to:*

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

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

## **2.09 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, but no later than February 1, 2023. The Contractor will be allotted no more than thirty (30) days from date of notice to transition all labor, equipment and materials needed to perform and operate the public parking facility at the cruise terminal.
- 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's an independent contractor and not an employee of JAXPORT, nor are any of Contractor's employees performing services in furtherance of this Contract to be considered employees of JAXPORT. The Contractor is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Contractor will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Contractor.
- F. The Contractor will designate in writing a qualified person(s) to act as its representative. The Contractor's Representative(s) will have authority to act for the Contractor in all matters covered by this Contract. The Contractor's Representative(s) will be authorized to submit written estimates and any changes to these estimates, make joint inspections with JAXPORT Inspector at completion of the job and to provide detailed information on hours of labor to be charged and lists of material used on jobs, and will be available to meet with JAXPORT during the working hours of JAXPORT.
- G. The Contractor will comply with all provisions of the Contract, and will not commence any additional work without submitting a written estimate of charges to the designated JAXPORT Inspector. All charges over this estimate must be preapproved, in writing, by JAXPORT Inspector, or payment will only be made for only the original estimated amount.
- H. 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.
- I. All employees, supervisors, subcontractors and support personnel employed by the Contractor will be competent, trustworthy and properly trained and at least one person of each crew sent to the site must be a Journeyman that speaks English and has five (5) years of experience. 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.
- J. All company-owned vehicles used by contractor will have the company's name/logo clearly visible and permanently affixed to the vehicle.
- K. Prior to the start of this contract, the successful Contractor will be required to secure individual JAXPORT identification and Transportation Worker Identification Card (TWIC) badges for all team members responsible for servicing JAXPORT's Cruise Terminal. The JAXPORT Badge is issued at no cost, and must be renewed annually.

## **2.10 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.

**2.11 INDEMNIFICATION**

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

To the fullest extent permitted by law, the Proposer agrees to indemnify, defend and hold harmless JAXPORT, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Proposer’s work or services under this Request for Proposal; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Proposer, Proposer’s Subcontractor(s) or anyone directly or indirectly employed or hired by Proposer, or anyone for whose acts Proposer may be liable. JAXPORT reserves the right, but not the obligation, to participate in defense without relieving Proposer of any obligation hereunder.

**2.12 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:

- \$500,000 (Each Accident)
- \$500,000 (Disease-Policy Limit)
- \$500,000 (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	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury, Each Occurrence	\$1,000,000
Bodily injury and Property Damage (each occurrence)	\$1,000,000
Fire Damage (any one fire)	\$ 100,000
Medical Expense (any one Person)	\$ 10,000



- CGL policy will need to include Products and Completed Operations coverage under ISO form CG2010 11/85 edition or equivalent.
- CGL policy will include the additional insured endorsement CG2037 which gives JAXPORT, additional insured status under the Products & Completed Operations coverage.
- The contractor's CGL coverage will be primary and non-contributory.
- JAXPORT will require a standard indemnity and hold harmless agreement with the contractor.

### **Business Auto Policy**

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

### **Owners Protective Liability Coverage**

The minimum OCP Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the Contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability Coverage. The limits afforded by the OCP Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

### **Umbrella Liability**

- \$5,000,000 per Occurrence
- \$5,000,000 Aggregate
- Minimum underlying coverages shall include Commercial General Liability, Automobile liability and Workers' Compensation/Employer's Liability and Owners Protective Liability.
- The umbrella coverage will need to have drop-down insurance coverage.
- A waiver of subrogation is required for Workers Compensation, GL, Auto Liability and Umbrellas Liability.
- 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.
- Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Owner to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- Failure of Contractor to maintain the required insurance shall constitute a default under this Agreement and, at Owner's option, shall allow Owner to terminate this Agreement.
- If Contractor fails to maintain the required insurance, Owner shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.
- If the contractor maintains higher limits than the minimum insurance limits shown above, JAXPORT requires and shall be entitled to coverage for the higher limits maintained by the contractor.
- A waiver of subrogation is required for Workers Compensation, GL, Auto Liability, Pollution and Umbrellas Liability. Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any of the policies of insurance maintained pursuant to this Subcontract.
- Prior to commencing Work, Contractor shall furnish Owner with certificates of insurance, and copies of additional insured endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

- Cross-Liability Coverage - If Contractor's liability policies do not contain the standard ISO separation of insured's provision or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- Subcontractor's Insurance - Contractor shall cause each subcontractor employed by 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.
- 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.

## **2.13 SECURITY IMPLEMENTATION PROCEDURE**

JAXPORT's rigid security standards include the Federal Transportation Worker Identification Credential (TWIC) program, which is administered by the Transportation Security Administration. The TWIC is required for unescorted access to all JAXPORT terminals. It is your responsibility as the Prime Contractor to ensure that all of your employees and subcontract 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/Subcontractor 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-6:00PM; 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. Arrangements 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 a JAXPORT approved prime contractor escorts. The prime contractor will be required to submit a request for TWIC Escort privileges to [accesscontrol@jaxport.com](mailto:accesscontrol@jaxport.com). Once approved, the contractor's employee(s) will attend a JAXPORT provided MTSA TWIC Escort Class in addition to the standard MTSA 33 CFR 105.215 Security Class at a combined cost of \$55.00. **These authorized individual(s) must have no collateral duties that will separate the escort from the escorted visitor while serving as escort.** Note - Limitations to the number of TWIC Escort authorizations will be set by the JAXPORT Public Safety Department.

Truck drivers, vendors, labor may not conduct escorts.

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

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

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

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

### **Federal regulation definition: 33.CFR 101.105**

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

### **JAXPORT TWIC ESCORTS**

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

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

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

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

**Examples:**

1. One TWIC Escort for an 8-hour day is \$501.00 (= 4 TWIC Credentials)
2. One TWIC Escort for 1 to 5-days 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 driver's 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.

**2.14 PERMITS AND LICENSES**

Contractors are responsible for obtaining any and all applicable industry permits or business licenses needed to conduct business in the State of Florida. Additionally, the Contractor at its sole cost and expense will maintain all permits, business licenses and other governmental requirements applicable for the operation of the cruise ship parking facility. **All licenses must be maintained for the entire term of the Contract and will be subject to review by JAXPORT at any time.** Upon request by JAXPORT, the Contractor will provide copies of any licenses or permits; failure to provide this information will be cause for termination of this contract. If the Contractor allows unlicensed personnel to perform work on JAXPORT facilities, the Contract will be terminated immediately.

**2.15 PERFORMANCE BOND REQUIREMENT**

Upon the execution of the Contract, the successful Proposer will be required to furnish a Performance Bond in an amount of \$50,000 continuing throughout the full term of the Contract, to guarantee the performance of all terms and conditions stated in the Contract. The Performance Bond, if not a cash deposit, must be with a surety company acceptable to JAXPORT and authorized and licensed to do business in the State of Florida.

**2.16 FIDELITY BOND**

The successful proposer shall furnish a Fidelity Bond or an alternative acceptable to JAXPORT in its sole discretion, in the amount of \$50,000 dollars covering all and any loses of funds belonging to JAXPORT while in custody and control of the Operator resulting from the dishonesty or negligence of its employees, in a form reasonable acceptable to JAXPORT.

**2.17 TERMINATION FOR DEFAULT**

JAXPORT may give the Company written notice to discontinue all Work under the Contract in the event that:

- (1) The Company assigns or subcontracts the Work without prior written permission;
- (2) Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- (3) A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- (4) The Company makes an assignment for the benefit of creditors;
- (5) The Company suspends the operation of a substantial portion of its business;
- (6) The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- (7) The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents.
- (8) The Company attempts to willfully impose upon JAXPORT items or workmanship that are, in JAXPORT's sole opinion, defective or of unacceptable quality.

- (9) The Company breaches any of the representations or warranties;
- (10) The Company is determined, in JAXPORT's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JAXPORT;
- (11) Any material changes in the financial or business condition of the Company.

If, within five (5) days after service of such notice upon the Company, an arrangement satisfactory to JAXPORT has not been made by the Company for continuance of the Work, then JAXPORT may declare Company to be in default of the Contract. Once Company is declared to be in default, JAXPORT will charge the expense of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JAXPORT upon notice of the expenses from JAXPORT. JAXPORT shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JAXPORT will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JAXPORT's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JAXPORT. In such a case, JAXPORT may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JAXPORT has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Company regarding its performance prior to default by Company for performance related issues. JAXPORT shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

JAXPORT will also have the authority to order that all work under this CONTRACT be suspended until the effective date of the termination. Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JAXPORT may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JAXPORT.

This CONTRACT is always subject to availability of lawfully appropriated funds.

Upon receipt of a notice of termination the Proposer will notify any subcontractors.

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

## **2.18 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 thirty (30) days following receipt by Proposer of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to JAXPORT. If the Agreement is terminated by JAXPORT as provided in this section, JAXPORT shall compensate the successful Proposer in accordance with the Agreement for all services actually performed by the successful Proposer and reasonable direct costs of successful Proposer for assembling and delivering to JAXPORT all documents. No compensation shall be due to the successful Proposer for any profits that the successful Proposer expected to earn on the balance of the Agreement. Such payments shall be the total extent of JAXPORT's liability to the successful Proposer upon a termination as provided for in this section.

## **2.19 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.

## **2.20 SUBCONTRACTS**

The Contractor will, as soon as practicable after signing the Contract, notify JAXPORT in writing of the names of any subcontractors proposed for the work. No subcontractors will be employed until they are approved in writing by JAXPORT. The Contractor is as fully responsible to JAXPORT for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor. Nothing contained in the Contract Documents creates any contractual relation between any subcontractors and JAXPORT.

## **2.21 CHANGES IN PERSONNEL**

The Contractor will notify JAXPORT inspector in writing, prior to affecting a personal change concerning the professional personnel assigned to this contract. JAXPORT reserves the right to reject any personnel assigned to perform work under this contract.

## **2.22 FORCE MAJEURE**

- A. Performance of this RFP by both JAXPORT and the Proposer will be pursued with due diligence in all requirements hereof; however, neither JAXPORT nor the Proposer will be considered in default in the performance of its obligations under this RFP to the extent that such performance is prevented or delayed by causes not within the control of either Party and not foreseeable or, if foreseeable cannot be avoided by the exercise of reasonable care, including, but not limited to, acts of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; riot; insurrection; inability to secure approval, validation or sale of bonds; inability to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; pandemics; endemics; fires; floods; strikes; lockouts; or collective bargaining. Upon any delay resulting from such cause the time for performance of each Party hereunder (including the payment of monies if such event prevents payment) will be extended for a period necessary to overcome the effect of such delays.
- B. In case of any delay or nonperformance caused by the above causes, the Party effected will promptly notify the other in writing of the nature, cause, date of commencement and the anticipated extent of such delay, and will indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be affected by that.

## **2.23 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.

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK***

**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.**

Having read the Proposal documents and having examined the specifications entitled:

**Operation of Cruise Ship Parking Facilities (Re-Bid)  
for the Jacksonville Port Authority**

Prepared for the Jacksonville Port Authority for furnishing personnel and management expertise in the Operation of Cruise Ship Parking Facilities located at 9810 August Drive, Jacksonville, Florida 32226 and having also received, read and taken into account all addenda and likewise having inspected the facility and the conditions affecting and governing the provision of operation and management of the facility, the undersigned hereby proposes to furnish all personnel and management expertise in the provision of operation and services for the Cruise Ship Parking Facilities as specified and described in this Request for Proposal, for the following sums:

**Annual Management Fee** – Compensation for Management of the parking facilities during the term of this contract, JAXPORT will pay the successful proposer an Annual Management Fee which will include salaries of all essential personnel along with parking equipment necessary to perform the services required by this RFP. Payments will be processed following normal JAXPORT payment procedures, which is net 30-days after receipt of parking fees by the Proposer.

<b>OPERATION OF CRUISE SHIP PARKING FACILITIES (RE-BID)</b>				
<b>ITEM</b>	<b>MANAGEMENT FEE</b>	<b>UNIT OF MEASURE</b>	<b>MONTHLY FEE</b>	<b>ANNUAL FEE <i>(12 X Monthly Price)</i></b>
<b>A.</b>	<b>YEAR 1 - (initial contract period)</b>	<b>12</b>	<b>\$</b>	<b>\$</b>
<b>B.</b>	<b>YEAR 2 - (1<sup>ST</sup> Renewal Year)</b>	<b>12</b>	<b>\$</b>	<b>\$</b>
<b>C.</b>	<b>YEAR 3 - (2<sup>ND</sup> Renewal Year)</b>	<b>12</b>	<b>\$</b>	<b>\$</b>
<b>D.</b>	<b>YEAR 4 - (3<sup>RD</sup> Renewal Year)</b>	<b>12</b>	<b>\$</b>	<b>\$</b>
<b>E.</b>	<b>YEAR 5 - (4<sup>TH</sup> Renewal Year)</b>	<b>12</b>	<b>\$</b>	<b>\$</b>
<b>EXTENDED CONTRACT TOTAL MANAGEMENT FEE (A – E):</b>				<b>\$</b>

<b>OWNER'S OPTION – BUCK ISLAND SPOIL SITE (RE-BID)</b>			
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>OPTION FEE</b>
<b>A.</b>	Attendant Fee	<b>Hourly</b>	<b>\$</b>
<b>B.</b>	Cellular Data Services	<b>Monthly</b>	<b>\$</b>

**All management fees (A – E) and Owner's Option fees (A – B) must be filled in to consider this proposal complete**  
**Failure to provide above information in the requested format may result in rejection of proposal**

**BASIS OF AWARD**

This is an evaluated contract and will be awarded to one (1) Proposer receiving the highest number of points by proving their ability to meet both entities needs and requirements as outlined on the Evaluation Criteria Matrix (ATTACHMENT NO. 1). JAXPORT reserves the right to award this contract to the Proposer offering the lowest price consistent with meeting all minimum requirements, specifications, terms, conditions, delivery requirements set forth on this RFP. No award will be made until all necessary inquiries have been made into the responsibility of the lowest conforming proposal and JAXPORT is satisfied that the lowest Proposer met all the requirements, is qualified and has the necessary organization, capital and resources required to perform the work under the terms and conditions of the contract. JAXPORT reserves the right to accept or reject any or all proposals, in whole or in part.

**PROPOSER’S CERTIFICATION**

**1) Certification and Representations of the Proposer**

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

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

**ACKNOWLEDGMENTS**

**Acknowledgment of the following addenda is hereby made:  
(See Article I Paragraph 1.07)**

Addendum No 1: \_\_\_\_\_ Date: \_\_\_\_\_ Proposer's Initials: \_\_\_\_\_

Addendum No 2 : \_\_\_\_\_ Date: \_\_\_\_\_ Proposer's Initials: \_\_\_\_\_



## PROPOSER'S ACKNOWLEDGEMENT

I hereby acknowledge, as Proposer's authorized agent, that I have fully read and understand all terms and conditions as set forth in this Proposal, I have met the minimum requirements (*See Article 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: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Federal Identification Number : \_\_\_\_\_

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

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

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

**The following items must be uploaded into E-Builder with the Proposal Form prior to the time specified in this RFP**

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

1. Proposal Form Article III (with fees for five (5) years)
2. Copy of Occupational License for the past three (3) years.
3. Submit information and evidence of financial stability on your company.
4. Conflict of Interest Certificate - (EXHIBIT A).
5. Sworn Statement on Public Entity Crimes - (EXHIBIT B).
6. E-Verify Employment Acknowledge Form - (EXHIBIT C).
7. Owner's Minimum Project Work Rules – (EXHIBIT D).
8. Owner's Project Safety Guidelines – (EXHIBIT E).
9. Any other requirements listed in this Request for Proposal.

***FAILURE TO UPLOAD "ALL" REQUIRED DOCUMENTS WILL BE GROUNDS FOR REJECTION OF RFP***

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

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

**REQUEST FOR PROPOSAL 22-09R**

**OPERATION OF CRUISE SHIP PARKING FACILITIES (RE-BID)  
FOR THE JACKSONVILLE PORT AUTHORITY**

**NO PROPOSAL FORM**

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

**Jacksonville Port Authority  
Procurement Services**

**FAX: (904) 357-3077**

*OR*

**[jerrie.gunder@jaxport.com](mailto:jerrie.gunder@jaxport.com)**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

## **ARTICLE IV SCOPE OF WORK**

### **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
- over-sized 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 opportunity by offering the most competitive environment for the movement of cargo and people in a safe and secure workplace.

### **4.02 SCOPE OF WORK**

This is a Request for Proposal (RFP) to provide all supervision, labor, equipment and materials for Operation of Cruise Ship Parking Facility (Re-Bid) for the Jacksonville Port Authority. JAXPORT owns and operates a 65,000 square foot cruise facility with a designated parking lot for approximately 600 vehicles. The cruise terminal is currently located at 9810 August Drive, Jacksonville, Florida 32226, bordered by Heckscher Drive and State Road 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**.

### **4.03 OPERATIONAL REQUIREMENTS**

The terms for the Operation of Cruise Ship Parking Facility (Re-Bid) shall be at the discretion of JAXPORT but shall be for no less than one (1) year starting February 1, 2023, with four (4) additional, one (1) year renewal options, based on contractor's performance. The selected proposer shall be required to operate and maintain the parking facility during the days of departure and return of cruise ships, with a sufficient number of personnel to assure an effective, efficient, courteous, and convenient operation.

The management, operation, maintenance, and control of the public parking facility for approximately 600 vehicles during cruise days shall be conducted at all times in a manner meeting the acceptance of JAXPORT (*maintenance is defined as picking up trash/debris left by parking patrons*). In addition, but are not limited to administer the collections and reporting of all cruise parking fees for various types vehicles, operate cashier booths for entry/departing passengers, shuttle passengers to and from parking lot to cruise terminal, and manage the on-line reservation system for all prepaid parking and refund transactions.

Other requirements of the selected proposer include the following:

- A. **CASHIER BOOTHS 1, 2 and 3** - Collection of Parking and Commercial Vehicles Fees. Monitor and operate all entries at the designated parking facility and perform cashier functions in accordance with best practices and accepted procedures by JAXPORT. **Hours of operation:** Open facility for exit of departing passengers at 07:30a.m. Operate required cashier booths for entry of arriving passengers from 10:00am to 4:00p.m. ***Cashier Booth 3 will be a charging/operating booth open from 7:00a.m. through 10:00a.m., for outgoing commercial traffic. Cashier Booths 1 and 2 will be charging/operating booths for entry of arriving passengers from 10:00a.m. to 4:00p.m.*** ATTACHMENT NO. 5 are the port fees approved by JAXPORT.
- B. **Uniforms** – All Parking Operators must be neat and clean in appearance and will wear uniforms that clearly show the company’s name and/or logo.
- C. **Identification** – All employees will wear an identification badge or nametag. The badge must clearly display the employee’s name, photo and company name. The badge must be worn in plain sight at all times while the employee is on JAXPORT’s premises. Prior to the start of this contract, the awarded company and all employees assigned to work must have an active TWIC badge for access to the cruise terminal.
- D. **Parking Operators and Shuttle Drivers** – A minimum of three (3) Parking Operators and two (2) Shuttle Drivers will be assigned to this contract. The successful Proposer shall provide two (2) qualified individuals to operate two (2), six (6) passenger golf carts (furnished by JAXPORT) to assist passengers to and from the parking facilities to the terminal building in accordance with procedures accepted by JAXPORT. **Hours of operation:** 7:30a.m. to 4:00p.m.
- E. **Equipment Requirements** – The proposer will provide all equipment for transactions and revenue control, Net Park equipment such as credit card machines and QR code scanners, and telephones. JAXPORT will provide four (4) cashier booths, gate arm equipment, restroom facilities and trash collection service from designated booths. The successful Proposer shall provide all office supplies, receipt printers, receipts, parking hang tags and portable hand calculators.
- F. **Lot Inventory Per Cruise Day** – Responsible for taking inventory of all vehicles in the designated parking facilities along with validation of parking fees collected in accordance with approved procedures by JAXPORT.
- G. Proposer will administer the collections and reporting of all cruise parking, on-line reservations, taxi, and shuttle activities, to include: 1) all credit card transactions operations, and 2) cash handling services.
- H. Proposer will collect all fees in accordance with JAXPORT TARIFF 31-265 and 31-281.
- I. Each month JAXPORT will provide a reimbursement to Proposer for credit card transaction fees incurred. Estimated monthly credit card transaction fees are \$3,750.
- J. Proposer will also manage the on-line reservation system and be responsible for all prepaid parking and refund transactions. Proposer will also manage the reconciliation of prepaid parking balances and activity on a monthly basis.
- K. All credit card operations and equipment will be the sole responsibility of Proposer.
- L. Proposer will remit payment to JAXPORT for all invoices billed each month by the 5<sup>th</sup> business day of the following month.
- M. Provide management reports in a manner satisfactory to the Authority, including all claims made for losses or damages at the parking facility.
- N. Provide an Operations Manager to supervise all aspects of this contract and interact with JAXPORT management on a full-time basis.

- O. Ensure employees follow the Jacksonville Port Authority Cruise Ship Terminal “Standard of Conduct” as outlined on ATTACHMENT NO. 4.
- P. Proposer is required to submit written procedures for implementation and operation of this contract for acceptance by JAXPORT. Procedures must be submitted for approval by JAXPORT prior to issuance of Notice to Proceed.

**Exceptions:**

- 1) **Exception to scheduled hours** – Should the cruise ship or passengers arrive late or depart late due to weather or operational considerations; the hours of operation shall be adjusted to meet the requirements as directed by JAXPORT.
- 2) The following items are **not** included in the responsibilities of the Parking Lot Operator: Any public areas, roads, etc., not contained within the parking facility as outlined on ATTACHMENT NO. 3.

**4.04 OPERATIONAL REQUIREMENTS – OWNER’S OPTION**

Provide all supervision, labor, equipment and materials for the management, operation and control of trucks entering and exiting Buck Island Dredge Spoil Site located at 13298 Fort Caroline Road, Jacksonville, FL 32225. Other requirements of the selected proposer of this contract to service the Buck Island Dredge Spoil Site location include, but are not limited to the following:

- A. **Location Attendant** – A minimum of one (1) attendant will be assigned to this location. The successful Proposer shall provide one (1) qualified individual to track contractors accessing the Buck Island Dredge Spoil Site and capturing the number of loads hauled from the site by each contractor in accordance with procedures accepted by JAXPORT.
- B. **Location Hours** – Hours of operation: 8:00a.m. to 5:00p.m., on an “as needed” basis, JAXPORT will provide an attendant’s request for services notification the Friday prior to the subsequent week’s need.
- C. **Equipment Requirements** – The proposer will provide all equipment for tracking contractor’s access to the site, Net Park equipment such as QR code scanners, and cellular data services. JAXPORT will provide one (1) attendant booth, restroom facilities and trash collection service from designated booth. The successful Proposer shall provide all necessary booth supplies.

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

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

- A. **Evaluation Criteria** - The Evaluation Committee shall determine qualifications, interest and availability by reviewing the written responses received, and, when deemed necessary, by conducting formal interviews of selected Proposers that are determined to be best qualified based upon the evaluation of written responses.
- B. **Cover Letter (1 page ONLY)** - The cover letter must include the following information:
  - 1. Legal name of the Proposer
  - 2. Primary location (Physical business address)
  - 3. Telephone number, Fax number and E-mail address
  - 4. Name of contact person
  - 5. Authorized signature of contact person

**4.06 EVALUATION CRITERIA**

**A. Proposed Management Fees - (40 Points Maximum Score)**

Provide management fees for the entire contract (5 years) for Operation of Cruise Ship Parking Facilities. The fees proposed in the Proposal will be considered in evaluation and ranking of the Proposers.

**B. Qualifications and Evidence of Experience - (35 Points Maximum Score)**

Describe and address the items listed below:

1. Provide local office address that will service our account and number of years at establishment.
2. Provide a minimum of three (3) Port/Airport/Public parking operation and management services with which your firm has been associated over the last three (3) years, with at least 500 to 750 parking spaces.
3. Describe experience your company has with valet parking, limousine services, bus shuttle transfers, taxis and other ancillary services.
4. Provide a resume of your proposed Manager for Parking Operations at JAXPORT. This resume should indicate qualifications and experience that qualify this person for management duties at JAXPORT.

**C. Implementation Plan - (15 Points Maximum Score)**

Describe and address the items listed below:

1. Provide an implementation plan and timeline describing how your company will be ready to assume the management of parking operations by February 1, 2023 by describing a comprehensive and detailed timetable, broken down by major transitional tasks and sub-tasks including the training of workforce; method for collecting and reporting of all cruise parking fees; method to manage the online reservation system; and if any, transition of employees from JAXPORT’s current contract vendor.
2. Please indicate in your proposal the estimated number of hours per Operator and Shuttle Drivers that will be used, shown in a weekly and monthly format. A minimum of three (3) Parking Operators and two (2) Shuttle Drivers will be assigned to this contract.
3. Describe how your company would provide routine facility maintenance of all parking areas assigned to this contract.

**D. Companies Policies and Operational Procedures - (10 Points Maximum Score)**

Describe and address the items listed below:

1. Provide an operations procedures manual which must include procedures for hiring parking attendants, customer service procedures, handling of customer transactions, cash, credit cards, other receipt media, tickets and reconciliation procedures. Include copy of other company policies including employee training information, pay and benefits policy, customer service training and company’s philosophy.
2. Describe how your company will protect and deposit parking revenues and how your company will provide daily revenue verification reports to JAXPORT.

You may submit any additional information, which you believe, would support acceptance of your proposal. Such material should be indexed and labeled as additional information.

***Failure to provide complete and accurate information will result in lower score on evaluation.***

**4.07 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.

**4.08 JAXPORT RIGHT TO DO OPERATION OF CRUISE SHIP PARKING FACILITY**

JAXPORT retains the right to handle Operation of Cruise Ship Parking Facilities in-house as it determines is in its best interest.

**REQUEST FOR PROPOSAL NO. 22-09R  
OPERATION OF CRUISE SHIP PARKING FACILITIES (RE-BID)**

**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.

<b>EVALUATION FACTORS AND WEIGHTS</b>		<b>Maximum Allowable Points</b>
<b>1.</b>	Proposed <b>Management Fee</b> offered to the Jacksonville Port Authority for entire contract period (5 years)	<b>40</b>
<b>2.</b>	Qualifications and <b>Evidence of Experience</b> in the management of parking operations facilities.	<b>35</b>
<b>3.</b>	<b>Implementation Plan</b> and Timeline to assume management of parking operations by February 1, 2023.	<b>15</b>
<b>4.</b>	Company's <b>Policies and Operational Procedures</b>	<b>10</b>
<b>TOTAL MAXIMUM POINTS</b>		<b>100</b>



**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.

January-2023							February-2023							March-2023							April-2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4			1	2	3	4							1	
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28					26	27	28	29	30	31		23	24	25	26	27	28	29
																					30						

May-2023							June-2023							July-2023							August-2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3							1			1	2	3	4	5
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30	31		
														30	31												

September-2023							October-2023							November-2023							December-2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4						1	2
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
																					31						

January-2024							February-2024							March-2024							April-2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3						1	2		1	2	3	4	5	6
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9	7	8	9	10	11	12	13
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16	14	15	16	17	18	19	20
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23	21	22	23	24	25	26	27
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30	28	29	30				
														31													

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 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> year as shown above, unless otherwise noted. Updated schedules can be obtained from [JAXPORT.com/Cruise](http://JAXPORT.com/Cruise) or [Carnival.com](http://Carnival.com) per year.





DAMES POINT MARINE TERMINAL  
CRUISE TERMINAL PARKING  
(REV. 2022)

ATTACHMENT 3





## 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 with 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 badge 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.***

**NOTICE OF PORT FEES**

*Effective January 1, 2018*

**PLEASE BE ADVISED THAT THE JACKSONVILLE PORT AUTHORITY (JAXPORT) WILL IMPOSE A FEE ON ALL COMMERCIAL VEHICLES CARRYING PASSENGERS OUT OF THE JAXPORT CRUISE TERMINAL.**

**ON DEMAND TAXI AND VANS PICK UP SERVICE FEE**

- **Taxicabs will pay a flat fee of \$3.00** per vehicle upon leaving the Cruise Terminal with passengers in the vehicle. *These fees APPLY ONLY to the franchised taxi company contracted by JAXPORT.*

**PRE-ARRANGED PICK UP SERVICE FEE FOR COMMERCIAL VEHICLES**

- **TAXICABS, VANS, LIMOS** - Commercial vehicles arriving at the JAXPORT Cruise Terminal to pick-up debarking passengers **will pay a flat rate of \$5.00 per vehicle.**
- **SHUTTLE VANS, HOTEL/MOTEL COURTESY SHUTTLE VANS, MINI BUSES, UBER, LIFT (fewer than 25 passengers)** - Commercial vehicles arriving at the JAXPORT Cruise Terminal to pick-up debarking passengers **will pay a flat rate of \$10.00 per vehicle.**

**BUSES AND MOTOR COACHES**

- All commercial buses and motor coaches with a vehicle carrying capacity of 26-passengers or more, **will pay a flat fee \$50.00 per vehicle** when leaving the JAXPORT Cruise Terminal with passengers in the vehicle.

**NOTE:** *Fees will be waived if any of the above commercial vehicles paid in advance to park in the JAXPORT Parking Lot for the duration of the cruise. The driver of the vehicle will be required to show their "PAID" parking receipt to the parking attendant collecting this fee.*

**DROP OFFS WILL NOT PAY A FEE**

- Any commercial vehicle dropping off passengers at the JAXPORT Cruise Terminal for regular cruise service will not be charged a fee. Only those commercial vehicles exiting the JAXPORT Cruise Terminal with passengers will be required to pay a fee based on above fee schedule.

**PARKING RATES FOR ALL VEHICLES**

**\$17.00 PER DAY** - Cars, Vans, SUV's, Using One (1) Parking Space

**\$34.00 PER DAY** - Oversize Vehicles Using More Than One (1+) Parking Spaces

**DISABLED PARKING** - Parking Spaces are available and the fee is waived for vehicles that have special equipment such as ramps, lifts foot or hand controls, or a Florida Toll Exemption Permit (Call 800-983-2435, ext. 2 to apply).

**NOTE:** *Rates are subject to change without notice.*

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**NOTE:** *Rates are subject to change without notice.*

## ***How to Submit Your Bid Response in E-Builder***




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

### **To submit your proposal:**

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

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

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

4. Click  (Save). Ensure that your work is saved periodically.
5. *Optional:* To export the bid items to a spreadsheet that you can customize or that you can share with your team, click  (Download). After updating the spreadsheet, click  (Upload) to re-import it.
6. On the **STEP 2: Response Documents** tab, click **Attach Documents**, and upload any supporting document needed to support your bid.
7. On the **STEP 3: Additional Required Info** tab, complete any additional questions or qualification statements that have been established by the bid manager. If any addenda have been issued, you are required to acknowledge receipt of the addenda on this page before submitting your bid.
8. Review the entire Response Form and click **Submit**.
9. When prompted, enter your e-Builder portal password and click **Submit Bid**.

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


### **Recall your Bid Response** *(only if necessary)*

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

### To recall your bid response

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

**Additional Notes**

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

**EXHIBIT A**

**CONFLICT OF INTEREST CERTIFICATE**

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

**SECTION I**

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

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

**SECTION II**

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

Name	Title or Position	Date of Filing
_____	_____	_____

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

**PUBLIC OFFICIAL DISCLOSURE**

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

Public Official \_\_\_\_\_  
Position Held \_\_\_\_\_  
Position/Relationship with Bidder \_\_\_\_\_

**EXHIBIT B**

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

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

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

\_\_\_\_\_

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

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

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



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

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

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

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

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 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**

**OPERATION OF CRUISE SHIP PARKING FACILITIES (RE-BID)**

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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**  
**OPERATION OF CRUISE SHIP PARKING FACILITIES (RE-BID)**

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

**Safety Manual**

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

**Regulatory Requirements**

The contractor and subcontractors will be responsible to:

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

**Jobsite Requirement**

- Contractor will provide safety barriers to clearly identify the working area to prevent others from accessing the work area. The safety zone shall be sufficiently sized to prevent damage to others or existing facilities and structures. Upon completion of the work, Contractor shall remove the safety barriers from the work area.
- Maintain a clean work area throughout the workday, and the duration of the project, and secure and protect all work materials in accordance with safety requirements of generally recognized industry standards.

- 
- Additional safety rules and/or measures may become necessary at any time due to near misses, change in jobsite location, etc.
  - Familiarize and abide by JAXPORT safety rules for the jobsite.
  - Communicate frequency of safety meeting with its employees and list the topics discussed with signatures of attendees. Such list shall be made available to JAXPORT upon request.
  - Perform self-audits (safety assessments) at least monthly and document findings, and provide a copy of the result to JAXPORT’s Inspector and Risk and Compliance Department on the last Friday of each month or upon request.

**Incident/Emergency Response Plan**

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

**Audit and Training**

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

**EMPLOYEE SIGNATURE:** \_\_\_\_\_

**EMPLOYEE NAME:** \_\_\_\_\_

**NAME OF CONTRACTOR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_