REQUEST FOR PROPOSAL

RFP No. 24-01



PUBLISHER SERVICES

RFP DUE DATE: THURSDAY, FEBRUARY 29, 2024 @ 2:00 PM (ET)

Jerrie Gunder, Contract Specialist
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PROCUREMENT SERVICES
2831 Talleyrand Avenue, Jacksonville, Florida 32206

JAXPORT.com/procurement/active-solicitations

REQUEST FOR PROPOSAL NO. 24-01

PUBLISHER SERVICES FOR THE JACKSONVILLE PORT AUTHORITY

TABLE OF CONTENTS

ITEM	PAGE NO(S)
GENERAL INFORMATION	GI-1
LEGAL NOTICE	LN-1
ARTICLE I - Instructions to Proposers	A1-1 TO A1-8
ARTICLE II - General Conditions.	
ARTICLE III - Proposal Forms.	A3-1 TO A3-4
ARTICLE IV - Scope of Services	A4-1 TO A4-4
ATTACHMENT NO. 1 - Evaluation Matrix	EM-1
ATTACHMENT NO. 2 - E-Builder Bid Submittal Guide	EBSG-1 TO EBSG-2
EXHIBIT A - Conflict of Interest Certificate	COI-1
EXHIBIT B - Sworn Statement of Public Entity Crimes	PEC-1 TO PEC-2
EXHIBIT C - E-Verify Acknowledgement	E-VERIFY

RFP 24-01 Page 1 of 1

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

PROPOSAL OPENING PROCEDURES

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

REQUESTS FOR PROPOSALS RESULTS OR AWARD OF CONTRACT

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

COMMUNICATION WITH JAXPORT DURING SOLICITATION PROCESS

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

RFP 24-01 Page GI-1

REQUEST FOR PROPOSAL NO. 24-01

PUBLISHER SERVICES FOR THE JACKSONVILLE PORT AUTHORITY

Proposals will be received by the Jacksonville Port Authority (JAXPORT) via E-Builder Electronic Bid Submission until 2:00 PM (ET), on THURSDAY, FEBRUARY 29, 2024, at which time they will be opened publicly via "ZOOM Meeting" under MEETING ID: 895 1961 9379 and PASSCODE NO: 327092.

All Proposals must be submitted in accordance with the Specifications of Proposal Number 24-01, which may be obtained from our website:

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

Jacksonville Port Authority Procurement Services (904) 357-3455

RFP 24-01 Page LN-1

ARTICLE I INSTRUCTIONS TO PROPOSERS

PUBLISHER SERVICES

1.01 GENERAL INFORMATION

The Jacksonville Port Authority is soliciting proposals from "Qualified and Experienced Firms" interested in providing comprehensive research, editorial, advertising sales, graphic design, production and printing services as well as digital services for the Jacksonville Port Authority (JAXPORT) official publication series consisting of the JAXPORT Directory.

1.02 RECEIPT AND OPENING OF PROPOSALS

JAXPORT will receive Proposals until **THURSDAY**, **FEBRUARY 29**, **2024** at **2:00 PM (ET)** from companies licensed, qualified and interested in providing **PUBLISHER SERVICES**, as per specifications listed on this RFP. These proposals will be publicly opened via "ZOOM" 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/89519619379?pwd=R1Avd2psRDVBckE0b2RrUnBkWFZiUT09

MEETING ID: 895 1961 9379 PASSCODE: 327092

1.03 DELIVERY OF PROPOSALS

Proposals and all required supplemental material listed in Article III (items to be submitted with Proposal Form) must be electronically submitted in PDF format only through E-Builder. Proposal documents submitted through Email or Fax will not be accepted or considered. JAXPORT no longer accepts any bid packages submitted by mail or hand delivery. Please visit the JAXPORT's website at www.jaxport.com for more information and updates.

The PDF <u>file name</u> should read "RFP 24-01". "How to Submit Your Bid Response in E-Builder" is provided as "Attachment No. 2". Additional instructions on how to navigate in E-Builder, click the below link to access the "Bidders Portal Instructional Training Video":

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

Bids must be submitted prior to 2:00 PM (ET), THURSDAY, FEBRUARY 29, 2024. The submit button in E-Builder will deactivate at exactly 2:00:00 PM (ET) and you will not be permitted to submit your bid 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 and all required documents have been uploaded. Proposers must ensure that its electronic submission in E-Builder can be assessed and viewed at the time of the proposal opening. JAXPORT will consider any file that cannot be immediately accessed and viewed at the time of the Bid Opening (including but not limited to, encrypted files, password protected files, or incompatible files) to be blank or incomplete, as context requires, and therefore, unacceptable. Bidders will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with bid. All expenses for submitting Bids to JAXPORT are to be borne by the Bidder and will not be borne, charged to or reimbursed by JAXPORT in any manner or under any circumstance.

1.04 CONTRACT DOCUMENTS

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

1.05 EXAMINATION OF CONTRACT DOCUMENTS

The Proposer is required to carefully examine the sites of the work and the Contract documents. It will be assumed that the Proposer has investigated and is fully informed of the conditions, the character, and quality of work to be performed, any materials and equipment to be furnished, and of the requirements of the Contract documents.

1.06 OBLIGATION OF PROPOSERS

The Proposer must become fully aware of JAXPORT's requirements for the Contract. Failure to do so will not relieve a successful Proposer of its obligation to furnish the material, equipment and labor necessary to carry out the provisions of the Contract Documents and to complete the work at the prices proposed.

In addition, the Proposer will be held responsible for having examined the details of the proposed scope of work. The Proposer will use its personal knowledge and experience or professional advice as to the character of the proposed work and any other conditions surrounding and affecting the proposed work. The submittal of a Proposal will be construed as evidence that all Proposer obligations have been satisfied and no subsequent allowance will be made in this regard.

1.07 QUESTIONS & ADDENDUM

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

The deadline for questions will be MONDAY, FEBRUARY 12, 2024 by 9:00 AM (ET).

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

Any such request which is not received prior to the above deadline date for questions will not be considered. All such interpretations and supplemental instructions will be in the form of written Addendum to the Contract Documents, which if issued, will be e-mailed to all known prospective proposers. However, it is the responsibility of each Proposer, before submitting its Proposal, to contact Procurement Services at (904) 357-3455 to determine if any Addendum have been issued and to make such Addendum a part of its Proposal. Only the interpretation or correction so given by JAXPORT in writing will be binding, and prospective proposers are advised that only JAXPORT will give information concerning, or will explain or interpret the RFP Documents.

1.08 PREPARATION OF PROPOSAL

- A. Proposal will be submitted via E-Builder Electronic Bid Submission per the attached Proposal Form (Article III). All blank spaces must be complete and all the item fields acknowledged prior to submittal. Only the Proposal Form and applicable additional information should be submitted. *DO NOT SCAN AND SUBMIT ANY OTHER PORTIONS OF THE ORIGINAL JAXPORT PROPOSAL PACKAGE*.
- B. The uploaded Proposals shall contain **no more than twenty-five (25) pages** (excluding staff resumes, covers, required attachments and section separators). Text and figures shall be scanned/printed on 8½ by 11 paper only. Proposals should be prepared and uploaded in the order of the evaluation criteria detailed in Article IV, 4.05 of the RFP, and label each section according to the criteria.
- C. A list of all sub Proposers proposed that are an integral part of the proposal from a technical aspect must be included with detailed information as required in C and D above.

- D. Information included in a letter of transmittal may not be taken into consideration while reviewing proposals. Only specific project staff resumes (two (2) page limit) should be used. Resumes should not be included for staff that is not assigned to the project work.
- E. Clear statements of experience related to the scope of work should be included for the firm, its management and key staff members proposed. A list of references should also be included. The list of references must include a contact person, phone number, email address and a brief description of services performed.
- F. Included in the twenty-five (25) pages limitation, proposals must contain an Executive Summary of not more than three (3) pages that highlights each of the key areas of the proposal and that summarizes the Proposer's case as to why such proposal should be selected by JAXPORT. Emphasis should be on completeness and clarity of content and ease of locating responses to requested information.
- G. Any information thought to be relevant, but not applicable to the enumerated scope of services, should be uploaded as an Appendix to the Proposal. If publications "box copies" are supplied by a Proposer, the Proposal should include reference to a document number and/or page number of that Appendix material. Proposals not providing this reference will be considered to have no additional material to be considered during the evaluation process.
- H. Included in the twenty-five (25) pages limitation, the Proposer must submit an overall schedule of availability of personnel as such exists at that time. Any significant commitment of listed personnel which could conflict with their availability for this project should be clearly shown.
- I. 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.
- J. Failure to submit all information requested will result in a proposal being considered "non-responsive," and therefore will be rejected.

1.09 RESPONSIBLE PROPOSER CRITERIA

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

- A. Design Quality (35 Points Maximum Score)
- B. Overall Experience (30 Points Maximum Score)
- C. Listing Experience (15 Points Maximum Score)
- D. Editorial Quality (10 Points Maximum Score)
- E. Proposed Fee (10 Points Maximum Score)

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

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

1.10 WITHDRAWAL OF PROPOSAL

Any Proposal may be withdrawn in E-Builder until the date and time set above for opening of the Proposals. Any Proposal not so withdrawn will, upon opening, constitute an irrevocable offer for one hundred eighty (180) days (or until one or more of the Proposals have been duly accepted by JAXPORT, whichever is earlier) to provide JAXPORT the services set forth in the attached specifications. JAXPORT action on Proposal normally will be taken within sixty (60) days of opening; however, no guarantee or representation is made as to the time between the proposal opening and the subsequent JAXPORT action.

1.11 DISQUALIFICATIONS OF PROPOSERS

Any of the following causes may be considered sufficient for the disqualification of a Proposer and rejection of the Proposal:

- A. Submission of more than one Proposal for the same work by an individual, firm, partnership or corporation under the same or different names. If a company has more than one division, only one Proposal may be submitted for the company.
- B. Evidence of collusion among Proposers.
- C. Incomplete work for which the Proposer is committed by contract which, in the judgment of JAXPORT, might hinder or prevent the Proposer with complying with the requested scope of services under this Contract if awarded to such Proposer.
- D. Being in arrears on any existing agreement with JAXPORT or having defaulted on a previous contract with JAXPORT. For purposes of this section, corporations, partnerships or companies, or firms or other business entities created for the purpose of shielding any individual, firm, Partnership Corporation, or other business entity from the application of this provision may be considered for disqualification.
- E. Items 'C' and 'D' above will be considered by JAXPORT after the opening of Proposals, and, if found to apply to any Proposer, JAXPORT will notify the Proposer that its Proposal will not be considered for an award of the Contract. The Proposer has five (5) business days to appeal in writing this decision to JAXPORT Chief Executive Officer, via Procurement Services, and the decision of the Chief Executive Officer will be final.
- F. Failure to provide the notarized forms, if any, required in the Proposal documents, and any other requirements listed in Article III.
- G. Failure to disclose any disciplinary actions taken or pending against the firm within the past three (3) years.

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

1.12 NON-WARRANTY OF RFP INFORMATION

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

1.13 CONTINGENCY FEES PROHIBITED

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

1.14 REJECTIONS OF IRREGULAR PROPOSALS

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

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

1.15 PUBLIC ENTITY CRIME

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

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

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

1.16 DISCRIMINATORY VENDOR LIST

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

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

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

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 has not, within the last five (5) years, had a delinquent obligation to the State or any other governmental authority, including a claim 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 shall fully comply with the same during the entire term of the contract.

1.18 <u>E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION</u>

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

1.19 NON-DISCRIMINATION PROVISIONS

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

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

1.20 PUBLIC MEETING REQUIREMENTS

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

1.21 PUBLIC RECORDS

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

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

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

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

1.22 PROTEST PROCEDURES

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

1.23 <u>EX-PARTE COMMUNICATION PROHIBITED</u>

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 filling 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 elected or appointed officials of JAXPORT.

1.24 EXECUTION OF THE CONTRACT

Within twenty (20) days after Notice of Award, the successful Proposer will furnish the required certificates of insurance and any other requirements and enter into a formal agreement with JAXPORT. Failure to execute the Agreement as provided in these documents within twenty (20) days from the date of Notice of Award may be just cause, unless such failure has been caused by JAXPORT, for JAXPORT to annul and void the award. Award may then be made to another Proposer, or the contract may be re-advertised, as in the best interest of both entities. No award will be binding upon JAXPORT until the agreement has been executed by all appropriate parties.

1.25 ARTICLE/SECTION HEADINGS

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

1.26 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the Contract, the provisions of JAXPORT'S Request for Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) Amendments to Contract; 2) Contract **24-01**; 3) Addendum to Proposal; 4) JAXPORT'S Request for Proposal **24-01**; and 5) Proposer's Proposal.

1.27 VENUE

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

1.28 ENTIRE AGREEMENT

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

1.29 TAX EXEMPT

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

ARTICLE II GENERAL CONDITIONS

PUBLISHER SERVICES

2.01 DEFINITIONS

JAXPORT - The Jacksonville Port Authority.

PROPOSAL - The approved forms on which the Proposer is to submit, or has submitted, its charges for the work contemplated.

<u>CONTRACT</u> - The contract consists of the document labeled "Request for Proposal for <u>PUBLISHER SERVICES</u> for the Jacksonville Port Authority", <u>RFP 24-01</u> and any Addendum issued before the execution of the Contract; Proposer's Proposal; and any Modification issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both Parties. The order of precedence of contract documents will be as specified in Article 1.26.

<u>CONTRACTING OFFICER</u> - 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.

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

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

2.02 SCOPE OF SERVICES

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

2.03 TERM OF CONTRACT

The term of the agreement for these services is intended to be for an initial period of one (1) year, with four (4) additional, one (1) year renewal options made at the sole discretion of JAXPORT. JAXPORT will award this contract to one (1) Proposer, who will be the designated Prime Proposer and who will be the single point of contact and will be fully responsible for providing **PUBLISHER SERVICES** to JAXPORT.

2.04 AWARD OF CONTRACT

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

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

JAXPORT will make an award based on a Proposer's ability to meet both entities needs and requirements, 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 ESCALATION / DE-ESCALATION – Not Applicable

2.06 <u>CERTIFICATION/PROPOSER QUALIFICATIONS</u>

Proposer must be a qualified and licensed Firm and have current experience in providing the types of professional services required under this Request for Proposal (RFP). The Proposer must become fully aware of the technical specifications, failure to do so will not relieve a successful proposer of its obligation to provide JAXPORT's requirements for the contract at the price submitted and in accordance with all specifications, terms, conditions and the delivery stated on this RFP.

2.07 PAYMENT

A. All invoices will reference the Contract No. **24-01**. A copy will be emailed to:

accounts.payable@jaxport.com

or mailed to:

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

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

2.08 RESPONSIBILITIES OF THE PROPOSER

- A. A post award conference will be scheduled after the Contract is awarded, this is when the Proposer will be asked to furnish the certificates of insurance, copies of licenses and other items required by JAXPORT.
- B. The Proposer will provide services as described in the Contract upon receipt of Notification of Award issued by JAXPORT.
- C. The Proposer is responsible for product quality, timely delivery, and responsiveness as listed in Article IV Scope of Services.
- D. The Proposer will remain liable for all damages to, or incurred by, JAXPORT caused by the Proposer's negligent performance of any of the services furnished under this Contract.
- E. The Proposer represents that it is an independent Proposer and not an employee of JAXPORT, nor are any of Proposer's employees performing services in furtherance of this Contract to be considered employees of JAXPORT. The Proposer is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Proposer will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Proposer.

- F. The Proposer will designate in writing a qualified person(s) to act as its designated representative. The Proposer's Representatives(s) will have authority to act for the Proposer in all matters covered by this Contract.
- G. The Proposer will notify JAXPORT Contact in writing, prior to affecting a personnel change concerning the professional personnel assigned to the Contract. JAXPORT will have the right to reject any personnel assigned to perform work under this Contract.
- H. All personnel employed by the Proposer will be competent, trustworthy and properly trained. The Proposer and its employees will be required to comply with all the applicable regulations of JAXPORT.

2.09 RESPONSIBILITIES OF JAXPORT

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

2.10 <u>INDEMNIFICATION</u>

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

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

2.11 INSURANCE

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

- A. Without limiting its liability under the contract, the Proposer will obtain and maintain at its sole expense during the life of the contract, insurance of the types and in the minimum amount stated below:
 - (1) WORKERS' COMPENSATION

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

(2) COMMERCIAL GENERAL PROFESSIONAL LIABILITY: \$1,000,000

Written on an occurrence basis and including coverage for:

- (a) premises and operations
- (b) bodily injury and broad form property damage, including products, completed operations and ongoing operations

- (c) personal injury and advertising injury
- (d) contractual liability for bodily injury, property damage, personal injury and advertising injury, including contractual liability assumed by Proposer pursuant to this Agreement and including this Agreement as an "insured contract"
- (e) independent contractors' liability
- (f) work performed by others for Proposer

Such insurance shall provide defense coverage, with costs of defense outside the limits of liability.

(2) AUTOMOBILE LIABILITY: \$300,000

- (a) Per occurrence for bodily injury and property damage and including coverage for owned, rented (or hired) and non-owned vehicles.
- (b) Such insurance shall provide defense coverage, with costs of defense outside the limits of liability.

(3) PROFESSIONAL LIABILITY / COMMERCIAL ADVERTISING AGENCY LIABILITY: \$1,000,000

Including contractual liability coverage, and errors and omissions liability insurance, written on a claim made basis. Such policy shall provide coverage for:

- (a) personal and advertising injury perils including defamation, trade libel, right of publicity, outrageous conduct, infliction of emotional distress, unfair competition, and copyright and trademark infringement
- (b) negligent supervision of an employee or subcontractor
- (c) comparative advertising
- (d) temporary and leased personnel
- (e) internet advertising content
- (f) advertising professional services

(5) TECHNOLOGY / MISCELLANEOUS ERRORS AND OMISSIONS: \$1,000,000

- (a) Submission must include liability and first party coverage for Proposer, Proposer's employees or subcontractors and which will include coverage for intentional or unintentional disclosure of private, personal or corporate information.
- (b) Coverage will also extend to liability for network damages and all data, and security and privacy breaches, and regulatory actions, transmittal of a virus or malicious code, and denial of access/denial of service and any and all liability arising from, or relating thereto.
- (c) Liability coverage will also include coverage for full defense costs and expenses.
- (d) Coverage will also include coverage for any and all costs arising from, or related to, damage to network or data systems, include the cost of regulatory action defense and fines/penalties, privacy breach notification, fraud monitoring, and public relations expenses whether computer related or not.

(6) DEDUCTIBLES AND SELF-INSURED RETENTIONS:

(a) Any deductibles or self-insured retentions must be declared to and approved by JAXPORT.

(7) ACCEPTABILITY OF INSURERS:

(a) Insurance is to be placed with insurers with a Best's rating of no less than A: VI, and approved to do business in the State of Florida.

- B. All insurance required herein of Proposer shall: (i) provide that it is primary and non-contributory to any insurance or self-insurance that is maintained by or otherwise afforded to JAXPORT, (ii) with respect to the coverages referenced in the RFP, other than the errors and omissions liability insurance, name JAXPORT, and its current or future officers, directors and employees as additional insured, as their interest may appear in this RFP.
- C. 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.
- D. 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, certificate(s) of insurance, waivers, and endorsements 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.
- E. Any Sub-Proposer of Proposer shall procure and maintain the insurance required hereunder during the life of the subcontracts. Sub-Proposer's insurance may be either by separate coverage or by endorsement under insurance provided by Proposer. Proposer shall submit Sub-proposers' certificates of insurance to JAXPORT prior to allowing Sub-proposer to perform Work on JAXPORT's job sites.

2.12 PERMITS AND LICENSES

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

2.13 PERFORMANCE BOND REQUIREMENT – Not Required

2.14 TERMINATION FOR DEFAULT

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

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

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

2.15 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.

2.16 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.

2.17 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.

2.18 NON-WAIVER

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

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ARTICLE III PROPOSAL FORM

PUBLISHER SERVICES

PROPOSER'S NAME:

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

- 1. Design Quality
- 2. Overall Experience
- 3. Listing Experience
- 4. Editorial Quality
- 5. Proposed Annual Fees (ARTICLE III, page A3-2)
- 6. Evidence that the Firm is licensed to do Business in the State of Florida
- 7. Proposer's Acknowledgement Page (ARTICLE III, page A3-3)
- 8. Acknowledgement of Addenda (if any)
- 9. Conflict of Interest Certificate (Exhibit "A")
- 10. Sworn Statement of Public Entity Crimes (Exhibit "B")
- 11. E-Verify Compliance Form (Exhibit "C")

The successful Proposer will pay JAXPORT a revenue share on **gross** advertising sales for the annual JAXPORT Directory. This includes but is not limited to all print and display advertising, paid Directory listings, companies purchasing additional category listings, enhanced listings and any other proposed sources of revenue. It is JAXPORT's desire to increase their revenue share rate, as well as the amount of advertising sales in the first year of the new agreement and every year thereafter. JAXPORT's Annual Fixed Revenue Share percentage will be as follows:

	ANNUAL FIXED REVENUE SHARE				
YEAR 1 (Initial Period)	YEAR 2 (1st Renewal)	YEAR 3 (2 ND Renewal)	YEAR 4 (3 RD Renewal)	YEAR 5 (4 TH Renewal)	
6%	6%	7%	7%	8%	

PROPOSED FEES

The Proposer will provide a fixed proposed fee for mailing services of 900 directories that are to be distributed to local, national, and international addresses; which 90% of the addresses will be U.S. and 10% international.

The Proposer will provide an anticipated proposed advertising cost/rate structure that would be paid to the publisher by the advertisers. Ads can be sold as full page, half page, quarter page, or any other size that fits the book's format. There is an average of 12-15 full page ads per directory. The number and size of the ads could fluctuate depending on the advertiser's preference. JAXPORT reserves the right to increase and/or decrease the number of directory copies and advertisements.

The Proposer will assume all liability for any bad debt. That is, if the Proposer fails to collect any advertising revenue due, JAXPORT will not be penalized or billed for any portion of that uncollected amount due. It is the sole responsibility of the Proposer. *Any modifications, exceptions, or objections contained within the proposal form shall be grounds for disqualification.* JAXPORT will not incur any cost for publishing not covered by advertising revenue.

Compensation will be paid in accordance with the proposed total fees stated on this Proposal Form. Fees must be applied as a single annual fixed fee only, a range will not be accepted or considered. Fees shall include all taxes, supplies, postage, indirect administrative expenses and all other related cost to provide these services.

PROPOSED ANNUAL FEES							
NO.	DESCRIPTION	EST. QTY	YEAR 1 (Initial Period)	YEAR 2 (1st Renewal)	YEAR 3 (2 ND Renewal)	YEAR 4 (3 RD Renewal)	YEAR 5 (4 TH Renewal)
1.	Mailing Services for Directories	900 EACH	\$	\$	s	s	\$
2.	Advertising Cost/Rate Structure > NOTE: directory booklet size is 8.5 x 5.5	15 FULL PAGE ADS	\$	\$	s	s	s
ТО	TOTAL ANNUAL FEES - (YEARS 1-5): \$ \$ \$ \$						

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

The Proposal Acknowledge Form must be signed by an officer of the firm and JAXPORT may rely on all representations contained therein for 90-days from the date established for receipt of proposals. The proposals will be reviewed by an Evaluation Committee ("Committee") made of JAXPORT staff members and any other individuals JAXPORT considers necessary in order to determine qualifications, interest and availability by reviewing all written responses received that express an interest in performing the services. At its sole option, JAXPORT may conduct formal interviews of selected respondents that are determined to be the best qualified base upon evaluation of written responses. JAXPORT will not reimburse Proposer for any costs incurred if presentations are required.

PROPOSER'S CERTIFICATION

1) Certification and Representations of the Proposer

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

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

REQUEST FOR PROPOSAL 24-01 PUBLISHER SERVICES

PROPOSER'S ACKNOWLEDGEMENT

I hereby acknowledge, as Proposer's authorized agent, that I have fully read and understand all terms and conditions as set forth in this Proposal, I have met the minimum requirements (See Article IV, Paragraph 4.02), and will fully comply with such terms and conditions.

Date:			
Company Name:			
Proposer is a (check of	ne): Corporation	Partnership	Individual
Authorized Agent's N	ame:		
Authorized Agent's Si	gnature:		
Authorized Agent's Ti	tle:		
Authorized Agent's En	mail Address:		
Telephone Number:		Fax Number:	
Federal Identification	Number :		
Remittance Address:			
	City:	State:	Zip Code:

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

REQUEST FOR PROPOSAL 24-01 PUBLISHER SERVICES

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

Name of Firm		
Name of Firm: Signature:		
Printed Name:		
Title:		
Telephone Number:	Email:	
Address:		
City:		Zin Code:

ARTICLE IV SCOPE OF SERVICES

PUBLISHER SERVICES

4.01 GENERAL OVERVIEW

The Jacksonville Port Authority (JAXPORT) is a full-service international trade seaport located in the Southeastern United States and is 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 2023, including 1.3 million TEUs (containers) – making Jacksonville the largest container handling port in Florida – and 500,000+ vehicles, ensuring JAXPORT's ranking as one of the top vehicle ports in the U.S.

JAXPORT features 28 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 <u>MINIMUM QUALIFICATIONS</u>

- A minimum of five (5) years of experience producing and publishing magazines and directories.
- A minimum of three (3) years of experience producing and publishing a digital magazine platform.
- Demonstrated experience selling advertising to maritime industry businesses and organizations, or to industry businesses and organizations with similar size, scope and depth.

4.03 SCOPE OF SERVICES

The Jacksonville Port Authority (JAXPORT) produces an annual maritime business publication called the JAXPORT Directory, which connects key audiences with maritime and cargo-related businesses in Northeast Florida.

JAXPORT is requesting a Publisher to provide the following services:

- company research/data verification for approximately 900 businesses
- advertising sales
- graphic design/layout
- production
- printing
- mailing

The content of the publication will include:

- cover
- table of contents
- 1-25 pages of JAXPORT-produced content
- Pull-out map of harbor and facilities
- business listings organized by category and alphabetical format
- advertisements

The JAXPORT Directory will be produced, published and delivered to JAXPORT with a target date for each issue to be determined by both parties during the post award meeting. A more specific project schedule for each publication to be established under this RFP will be agreed upon by the awarded Publisher in consultation with JAXPORT. Note, the directories will be printed and distributed (mailed) by mid-November. JAXPORT reserves the right to amend its scheduled distribution time frame.

At a minimum, Publisher Services will provide the following:

- Data Verification, provide a list with a minimum of three (3) attempted contacts of each business listed in the JAXPORT's Directory, with one (1) attempt by phone and/or by email. Make a note if business data verification results were unsuccessful in all attempts.
- Provide an Excel spreadsheet of the business listings with updates identified.
- Provide 1,500 total printed copies of the JAXPORT's Directory:
 - > Saddle-stich, 80lb paper throughout book
 - Cover and Back, use 100lb paper
 - \triangleright Book size (specs) is 8.5 x 5.5
- Mailing services for 900 of the printed directory copies
- Delivery services of the remaining 600 printed directory copies to JAXPORT's Corporate Headquarters located at 2831 Talleyrand Avenue, Jacksonville, FL 32206.
- A digital copy of the Directory (PDF)
- Design services for entire book, including JAXPORT content

JAXPORT will be responsible for providing:

- List of business/companies for data verification
- List of business/companies categories for directory
- 1 25 pages of content copy (e.g., staff page, letter, major projects)
- Design file for the cover and maps of the harbor and facilities
- Supervisory and consultative services as needed for completion of the publication

The Directory of port-related businesses shall offer a free listing to any business deemed by JAXPORT to be appropriate for listing in such directory, with the general qualifying guideline that all such free listings shall be restricted to companies doing business with or about JAXPORT and/or its facilities, or have a reasonable business connection to JAXPORT and/or be a member of the generally-accepted JAXPORT related business community in

Northeast Florida. JAXPORT reserves full rights to editorial content, business listings data, and choice of advertising partners appearing in the publication.

JAXPORT reserves the right to amend the print run schedule at each contract renewal for the Directory.

All editorial themes and content will be created by JAXPORT according to the port's marketing and promotional needs. The process for each publication will involve a draft editorial outline, a manuscript editorial draft, and a minimum of five (5) layout drafts, followed by final 'digital blue-lines', with each stage being subject to approval by JAXPORT. The Publisher will provide one (1) printed press proof of the cover artwork supplied by JAXPORT for approval.

All such information created and/or generated for the publication shall be the property of JAXPORT. The Publisher shall have the right to use any and all such information, excluding any information deemed confidential by JAXPORT and not used in the final publication, for its own marketing, promotional and other informational resource purposes.

The publication will be funded by advertising sales and JAXPORT. The Publisher will provide to JAXPORT an accurate statement of such advertising revenues on an annual basis and a statement following each publication date. Anticipated proposed advertising cost/rate structure that would be paid to the publisher by the advertisers. Ads can be sold as full page, quarter page, or any other size that fits the book's format. Cost of producing and printing the publication will be the exclusive responsibility of the Publisher, while JAXPORT will only be responsible for mailing costs. The Publisher will have a financial incentive to increase advertising revenue based on the Fixed Annual Advertising Revenue Share percentages as listed under Article III, Proposal Form, page A3-1.

PORT BUSINESS DIRECTORY LISTING VERIFICATION

The Publisher will endeavor to update and verify the accuracy of JAXPORT's annual business directory listings to be published in the annual directory via the following process:

- A. The Publisher will send at its own expense a directory listing update and verification form to each qualifying port-related business.
- B. The Publisher will make a minimum of three attempts to contact each business listed in the Directory, with one attempt by phone if contacting by email did not result in data verification.
- C. The Publisher will contact every firm qualifying for a listing who has not responded in this regard and will also perform online research to verify listings.
- D. Upon completion of the directory listing updates, the Publisher will provide to JAXPORT a final copy of the updated business listings in Excel or similar format.

GRAPHIC DESIGN & PRODUCTION

- A. All graphic design work including overall publication design theme and section template design, will be done according to JAXPORT's style guide under the artistic direction of the Authority's Graphic Designer. JAXPORT reserves the right to provide design content to support editorial themes. The Publisher will select a designer for the project whose talents will complement JAXPORT's desired look and feel.
- B. The Publisher will also provide digital services to complement the port's various publications at no extra charge including but not limited to: on-line companion version of JAXPORT's publications in .pdf format.

4.04 PROPOSER'S RESPONSIBILITY FOR ADDRESSING EVALUATION CRITERIA

Proposers should be aware that the proposal will be evaluated in accordance with the criteria prescribed herein and accordingly would be advised to structure their proposal in a manner to properly address each factor of the Evaluation Criteria and must include all additional information or attachments properly identified as to its relationship to any items. Failure to provide requested information in the order of the items listed below may result in the proposal being deemed non-responsive and eliminated from further consideration.

- **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/Company
 - 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

4.05 EVALUATION CRITERIA

A. Design Quality – (35 Points Maximum Score)

Design quality will be graded based on the use of color, space, content organization and ease of reading. JAXPORT may request samples of publications.

B. Overall Experience – (30 Points Maximum Score)

Experience will be graded on the number of years producing and publishing magazines and directories, the number of years selling advertising to maritime industry businesses and organizations or industries with similar size, scope and depth, the number of years producing and publishing magazines in digital format or the ability and the essay submission explaining the company's history and experience in such matters.

C. Listing Experience – (15 Points Maximum Score)

Experience will be graded on number of years updating and verifying business listings.

D. Editorial Quality – (10 Points Maximum Score)

Editorial quality will be graded upon the editorial content of submitted publications, to include writing structure and grammar.

E. Proposed Fees – (10 Points Maximum Score)

Provide an annual fee for years 1 through 5 in Article III (page A3-2) for mailing services and advertising cost/rate structure. The fees quoted on the Proposal Form will be considered in evaluation and ranked by lowest cost of all proposals.

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

Failure to list amounts of all fees may result in rejection of proposal as non-responsive.

4.06 CHANGES IN SCOPE OF SERVICES

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

4.07 CHANGES IN PERSONNEL

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

REQUEST FOR PROPOSAL NO. 24-01 PUBLISHER SERVICES

EVALUATION MATRIX

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

	ABILITY OF PROPOSER	POINT MATRIX
1.	DESIGN QUALITY	35
2.	OVERALL EXPERIENCE	30
3.	LISTING EXPERIENCE	15
4.	EDITORIAL QUALITY	10
5.	PROPOSED FEES	10
	TOTAL POINTS:	100

RFP 24-01 Page EM-1

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 using the "E-Builder Invitation".
- 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 <u>SUBMIT AGAIN</u>.

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.

RFP 24-01 Page EBSG-1

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.

RFP 24-01 Page EBSG-2

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 specifications has a material fin			the goods or services	described in these
Signature	Con	npany Name		-
Name of Official (type or print)	Bus	iness Address		-
	City	, State, Zip Code		-
	SEC	CTION II		
I hereby certify that the follow interest(s) (in excess of 5%) is Office of the Executive Direct opening.	n this company have	filed Conflict of	Interest Statements wi	ith the JAXPORT
Name	Title or Position		Date of Filing	
Signature	Con	npany Name		
Print Name of Certifying Offici	al Bus	iness Address		-
	City	, State, Zip Code		-
PUBLIC OFFICIAL DISCLO	<u>DSURE</u>			
JAXPORT requires that a publitime that the bid or contract is a bid or contract. Please provide	submitted or at the tin	ne that the public o		
Public Official				
Position Held				
Position/Relationship with Bidd	ler			

RFP 24-01 Page COI-1

EXHIBIT B

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), <u>FLORIDA STATUTES</u>, 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.

	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)				
and (it	applicable) its Federal Employer Identification Number (FEIN) is				
·	capplicable) its Federal Employer Identification Number (FEIN) is				

- 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), <u>Florida Statutes</u>, 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.

RFP 24-01 Page PEC-1

S	(signature) (date) FATE OF OUNTY 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
S	OUNTY OF PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed
S	(date) FATE OF OUNTY OF
S	(date) FATE OF OUNTY OF
S	(date)
	(date)
	(signature)
	MOUNT PROVIDED IN SECTION 287.017, <u>FLORIDA STATUTES</u> FOR CATEGORY TWO OF ANY HANGE IN THE INFORMATION CONTAINED IN THIS FORM.
F E Y P	UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE OR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC NTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAL EAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD WOUNT PROVIDED IN SECTION 297 417. FLORIDA STATUTES FOR CATEGORY TWO OF AND ADDRESS OF THE THRESHOLD WAS ADDRESSED.
_	The entity submitting this sworn statement, or one or more of its officers, directors, executives, partner shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate 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 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)
	The entity submitting this sworn statement, or one or more of its officers, directors, executives, partner shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
	shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliation of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989.
	Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partner

RFP 24-01 Page PEC-2

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

RFP 24-01 E-VERIFY