REQUEST FOR QUALIFICATIONS

DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE AND MONITORING OF A GROUNDWATER RECOVERY SYSTEM FOR THE FORMER ARMOUR FERTILIZER FACILITY

JAXPORT Contract No. C-1218D

THIS PROJECT WILL BE CONSTRUCTED UTILIZING A DESIGN-BUILD DELIVERY METHOD

RFQ Due Date: October 30, 2014 at 2:00 p.m.

LeNedda Edwards, Contract Specialist
PROCUREMENT DEPARTMENT
2831 Talleyrand Avenue, Jacksonville, Florida 32206
LeNedda.Edwards@jaxport.com

2831 Talleyrand Avenue, Jacksonville, Florida 32206
PROCUREMENT DEPARTMENT
Tel: 904-357-3017, Fax: 904-357-3077
REQUEST FOR QUALIFICATIONS

DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, AND MONITORING OF A GROUNDWATER RECOVERY SYSTEM FOR THE FORMER ARMOUR FERTILIZER FACILITY

CONTRACT NO.: C-1218D

PUBLIC NOTICE

The Jacksonville Port Authority is soliciting Statements of Qualifications (SOQ’s) for a Design Build Firm. Work will include, but is not limited to the design, construction, operation, maintenance, and monitoring of a groundwater recovery system. This project is for the former Armour Fertilizer Facility located at the Talleyrand Marine Terminal.

Submission of SOQ’s does not guarantee that any responding company will receive a Request for Proposals or a contract from JAXPORT, nor does it imply that your company has any type of procurement/contractual relationship with JAXPORT now or in the future. Information provided by your company will be treated in a reasonable manner and will be subject to disclosure pursuant to the laws of the State of Florida. Concurrent with this policy, JAXPORT conducts its procurement activities and formal bid processes in a competitive environment that fosters equal opportunity for qualified companies to provide services that meet our requirements.

ALL STATEMENTS OF QUALIFICATIONS MUST BE RECEIVED BY THE PROCUREMENT DEPARTMENT BY 2:00 PM ON THURSDAY, OCTOBER 30, 2014.
NOTICE TO PROSPECTIVE PROPOSERS

If not submitting a Statement of Qualifications at this time, please detach this sheet from the Request for Qualifications document, complete the information requested, and return to lenedda.edwards@jaxport.com or fax to 904-357-3077.

NO SOQ’s SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

_____Not responding due to workload issues
_____Not responding due to minimum experience requirements
_____Not responding due to specifications /scope of services
_____Not responding due to timely payment issues
_____OTHER. (Please specify)

________________________________________________________________________

We do _____do not_____ want to be retained on your mailing list for future SOQ’s for the type or product and/or service.

Signature: ____________________________

Title: ____________________________

Company: ____________________________
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION I.</th>
<th>REQUEST FOR QUALIFICATIONS OVERVIEW AND RESPONSE PROCEDURES</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>INTRODUCTION</td>
<td>6</td>
</tr>
<tr>
<td>B.</td>
<td>PURPOSE</td>
<td>6</td>
</tr>
<tr>
<td>C.</td>
<td>STATEMENTS OF QUALIFICATION SUBMISSION PROCESS</td>
<td>8</td>
</tr>
<tr>
<td>D.</td>
<td>SUBCONTRACTORS /JOINT VENTURES</td>
<td>12</td>
</tr>
<tr>
<td>E.</td>
<td>SMALL AND EMERGING PARTICIPATION GOAL</td>
<td>12</td>
</tr>
<tr>
<td>F.</td>
<td>RFQ/RFP SCHEDULE OF EVENTS</td>
<td>13</td>
</tr>
<tr>
<td>G.</td>
<td>CONTACT PERSON</td>
<td>13</td>
</tr>
<tr>
<td>H.</td>
<td>OMISSIONS, DISCREPANCIES AND ADDENDA</td>
<td>14</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION II.</th>
<th>STATEMENT OF QUALIFICATION SUBMISSION AND FORMAT</th>
<th>15</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>QUALIFICATION SUBMISSION</td>
<td>15</td>
</tr>
<tr>
<td>B.</td>
<td>STATEMENT OF QUALIFICATIONS FORMAT</td>
<td>15</td>
</tr>
<tr>
<td>C.</td>
<td>DOCUMENTS TO BE COMPLETED AND RETURNED WITH STATEMENT OF QUALIFICATIONS</td>
<td>16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION III.</th>
<th>LEGAL TERMS AND CONDITIONS / INSURANCE</th>
<th>17</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>MODIFICATION/WITHDRAWALS OF SUBMITTALS</td>
<td>17</td>
</tr>
<tr>
<td>B.</td>
<td>RFQ POSTPONEMENT/CANCELLATION/REJECTION</td>
<td>17</td>
</tr>
<tr>
<td>C.</td>
<td>COST INCURRED BY PROPOSERS</td>
<td>17</td>
</tr>
<tr>
<td>D.</td>
<td>PUBLIC MEETING REQUIREMENTS</td>
<td>17</td>
</tr>
<tr>
<td>E.</td>
<td>PROTEST PROCEDURES</td>
<td>17</td>
</tr>
<tr>
<td>F.</td>
<td>RULES; REGULATIONS; LICENSING REQUIREMENTS</td>
<td>20</td>
</tr>
<tr>
<td>G.</td>
<td>CONFLICT OF INTEREST</td>
<td>21</td>
</tr>
<tr>
<td>H.</td>
<td>PUBLIC ENTITY CRIME</td>
<td>21</td>
</tr>
<tr>
<td>I.</td>
<td>DISCRIMINATORY VENDOR LIST</td>
<td>21</td>
</tr>
<tr>
<td>J.</td>
<td>PROPOSERS REPRESENTATION AND AUTHORIZATION</td>
<td>22</td>
</tr>
<tr>
<td>K.</td>
<td>E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION</td>
<td>24</td>
</tr>
<tr>
<td>L.</td>
<td>RELATION TO THE JAXPORT</td>
<td>24</td>
</tr>
<tr>
<td>M.</td>
<td>CONFORMITY TO APPLICABLE LAWS</td>
<td>24</td>
</tr>
<tr>
<td>N.</td>
<td>CONTINGENT FEES PROHIBITED</td>
<td>24</td>
</tr>
<tr>
<td>O.</td>
<td>WAIVER OF IRREGULARITIES</td>
<td>24</td>
</tr>
<tr>
<td>P.</td>
<td>INDEMNIFICATION</td>
<td>25</td>
</tr>
<tr>
<td>Q.</td>
<td>INSURANCE</td>
<td>25</td>
</tr>
<tr>
<td>R.</td>
<td>EX-PARTE COMMUNICATIONS PROHIBITED</td>
<td>28</td>
</tr>
<tr>
<td>S.</td>
<td>ADDENDA ACKNOWLEDGEMENT / SIGNATURE PAGE</td>
<td>30</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXHIBITS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>“A”</td>
<td>CONFLICT OF INTEREST</td>
</tr>
<tr>
<td>“B”</td>
<td>SWORN STATEMENT/SECTION 287.133(3)(A), PUBLIC ENTITY CRIMES</td>
</tr>
<tr>
<td>“C”</td>
<td>E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ATTACHMENTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Interim Remedial Action Plan (Golder Associates; December 2012)</td>
</tr>
<tr>
<td>02</td>
<td>FDEP IRAP Review Letter and Request for Additional Information (RAI) No. 1 (FDEP; Feb. 5, 2013)</td>
</tr>
</tbody>
</table>
03 - Response to FDEP RAI No. 1 (Golder Associates; May 31, 2013)
04 - FDEP Review Letter and RAI No. 2 (FDEP; Aug. 12, 2013)
05 - Response to FDEP RAI No. 2 (Golder Associates; Oct. 7, 2013)
06 - FDEP IRAP Approval Letter (FDEP; Mar. 4, 2014)
07 - JEA Non-Significant Industrial User Discharge Permit #010 (JEA; Jan. 8, 2014)
08 - JAXPORT Site Utilities Map (JAXPORT; 2014)

(THE REMINDER OF THIS PAGE IS BLANK INTENTIONALLY)
SECTION I - REQUEST FOR QUALIFICATIONS OVERVIEW AND RESPONSE PROCEDURES

A. INTRODUCTION

Statements of Qualifications (SOQ’s) will be received by the Procurement Department of the Jacksonville Port Authority (JAXPORT) until 2:00 P.M. (EST), on Thursday, October 30, 2014. Work will include, but is not limited to the design, construction, operation, maintenance, and monitoring of a groundwater recovery system. This project will be constructed utilizing an Adjusted Score Design-Build delivery method. A Design Criteria Professional who has been selected to prepare the design criteria package elements is not eligible to render services under this Design-Build Contract executed pursuant to the design criteria package.

Therefore, this Request for Qualifications (RFQ) is for interested firms (Proposers) with qualified experience in Design-Build, including full coordination of permitted plans, specifications, construction, and management of a groundwater recovery system, utilizing their utmost “project management expertise” and construction “means and methods” skills, to perform the following services and tasks, including but not limited to: design, permitting, construction, full project coordination, survey(s), permitting from all Authorities Having Jurisdiction (AHJ), environmental permitting, planning, engineering and architectural, all project commissioning services, remedial system operation and maintenance, and groundwater/effluent monitoring and reporting activities.

The term of these services is intended to extend from Notice to Proceed (NTP) for this Design-Build (Contract) through the completion of construction and commissioning of the groundwater recovery system and one (1) year of operations, maintenance, monitoring, and reporting activities.

B. PURPOSE

JAXPORT owns the Talleyrand Marine Terminal (TMT) port facility in Jacksonville, Duval County, Florida. The facility includes several contiguous tracts of land with a number of tenants. An Interim Remedial Action Plan (IRAP) (ATTACHMENT No. 01) has been prepared by Golder Associates Inc. (Golder) for areas located within two tracts or parcels at TMT that are leased by Southeast Toyota Distributors (SET) at 1751 Talleyrand Avenue and Diversified Port Holdings (DPH) at 2085 Talleyrand Avenue. Portions of these two parcels collectively represent the work site as discussed in this document.
The work site is the former location of the Armour Fertilizer and Chemical Works Facility (Armour Fertilizer) that operated at this location from around 1910 until 1967, resulting in contamination of soils and groundwater with arsenic. The detailed capture analysis presented in the IRAP indicates hydraulic control of arsenic-impacted groundwater can be achieved with eight vertical recovery wells operating at relatively low pumping rates. Five vertical recovery wells will be installed in the deep surficial aquifer to a depth of 35 feet below ground surface (bgs). Three vertical recovery wells will be installed in the rock aquifer to a depth of 50 feet bgs. The vertical recovery wells will be equipped with submersible pumps, pump motors and controls connected to groundwater transmission piping. The groundwater transmission piping will connect to an existing sanitary manhole which gravity drains to a JAXPORT-maintained sanitary pump station located near the southeast corner of the work site.

The sanitary pump station directs wastewater via 4-inch diameter force main piping to an existing JEA-maintained sanitary manhole located along the southern work site boundary that sends wastewater to the JEA Buckman POTW Facility located approximately 0.1-mile northwest of the work site. Details regarding specific hydraulic control system components are discussed below.

Design specifications for the proposed remedial system are contained in the IRAP. Additional information is provided in subsequent Florida Department of Environmental Protection (FDEP) review letters / requests for additional information (RAI’s) and Golder responses to the RAI’s (ATTACHMENT No. 02 thru 06). JEA issued a Non-Significant Industrial User Discharge Permit (ATTACHMENT No. 07) for the discharge of groundwater from the remedial system on January 8, 2014. A site utilities map is included as ATTACHMENT No. 08.

Specific tasks required for this RFQ and location of related specifications within the IRAP (ATTACHMENT No. 01) and JEA permit (ATTACHMENT No. 07) as listed below:

<table>
<thead>
<tr>
<th>Task</th>
<th>Specification Details in IRAP and JEA Permit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 Completion of Remedial System Design</td>
<td></td>
</tr>
<tr>
<td>Complete Review of Facility Utility Drawings and Conduct Utility Locate Survey</td>
<td>IRAP Section 7.1.2</td>
</tr>
<tr>
<td>Prepare Project Health and Safety Plan</td>
<td>IRAP Section 7.1.3</td>
</tr>
<tr>
<td>Finalize Groundwater Recovery Well Design</td>
<td>IRAP Section 4.2 (including Fig. 3, 4, and 5) and 5.1</td>
</tr>
<tr>
<td>Finalize Compliance Well Design</td>
<td>IRAP Section 4.6 (including Fig. 3 and 14) and 5.1</td>
</tr>
<tr>
<td>Finalize Hydraulic Control System Design</td>
<td>IRAP Section 4.3 and 4.4</td>
</tr>
<tr>
<td>Groundwater Transmission System</td>
<td>IRAP Section 4.3.1 and 4.4 (including Fig. 3, 6, 7, 8, 9, 10, and 11; Table 1; Appendix B)</td>
</tr>
<tr>
<td>Electrical and Signalization System</td>
<td>IRAP Section 4.3.2 (including Fig. 3, 9, 10, and 12)</td>
</tr>
<tr>
<td>Hydraulic Control System Appurtenances</td>
<td>IRAP Section 4.4 (including Fig. 13; Appendix B)</td>
</tr>
<tr>
<td>Automated Data Acquisition System(ADAS)</td>
<td>IRAP Section 4.5 (including Fig. 6, 7, and 8)</td>
</tr>
</tbody>
</table>

| 2.0 Construction of Remedial System | IRAP Section 7.2, 10.0 (including Table 2), and 12.0 |

| 3.0 Operations and Maintenance of Remedial System | IRAP Section 8.0, 9.0, 10.0 (including Table 2) and 12.0 |
| Hydraulic Control System Startup and Optimization | IRAP Section 8.1, 8.2, and 12.2 |
| Routine Maintenance | IRAP Section 8.3 |

| 4.0 Performance Monitoring | IRAP Section 11.0 and 12.0 |
| Hydraulic Control System Monitoring | IRAP Section 11.1 (including Table 4) |
| Startup Monitoring | IRAP Section 11.1.1 |
| Routine Monitoring | IRAP Section 11.1.2 and 12.3 |
| Groundwater Analytical Monitoring | IRAP Section 11.2 (Including Table 5) |
| Baseline Groundwater Monitoring | IRAP Section 11.2.1 |
| Startup Monitoring | IRAP Section 11.2.2 |
| Routine Monitoring | IRAP Section 11.2.3 and 12.3 |
| Discharge Compliance Monitoring | IRAP Section 11.3 (including Fig. 13) |
| JEA Discharge Permit #010 (including Section 1.5 and Table 2.1) |

**C. STATEMENT OF QUALIFICATIONS SUBMISSION PROCESS (25 POINTS)**

The selection and contracting of a Design-Build Firm for the groundwater recovery system will be procured via the Adjusted Score Design-Build method in accordance with the JAXPORT’s Procurement Code PUR-224.

The process will begin with the receipt of SOQ’s, requested via this RFQ. Each submitting Proposer will be independently evaluated and ranked by the Evaluation Committee in accordance with the SOQ’s Evaluation Criteria listed below. Each Evaluation Criterion has a maximum point value, of which a proposer can be awarded any numerical point value up to the maximum value based on strength of response. Respondents are requested to provide, as a minimum, the information requested under each criterion. Failure to provide adequate information on any criterion will result in lower
scores and could result in rejection of the proposal as non-responsive. Respondents are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion.

<table>
<thead>
<tr>
<th>Statement of Qualifications Evaluation Criteria</th>
<th>Points Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Project Experience and Resources by the Design Consultant / Prime Contractor (Team and/or Proposer)</strong></td>
<td><strong>5 Points</strong></td>
</tr>
<tr>
<td>• Design Consultant / Prime Contractor years in business</td>
<td></td>
</tr>
<tr>
<td>• Design-Build Experience of the Team – to include: Groundwater Recovery Systems Design, Installation, Operations, Maintenance, Monitoring, and Regulatory Reporting</td>
<td></td>
</tr>
<tr>
<td>• Lead Proposer must have Groundwater Recovery System Design, Installation, Operations and Maintenance, System Monitoring, and monitoring well/effluent sampling and regulatory reporting experience. Lead Proposer must have performed a minimum two (2) similar projects within the previous five (5) years – Separately and/or Jointly. Provide Owner’s name(s) and contact information for reference checks.</td>
<td></td>
</tr>
<tr>
<td><strong>B. Project Approach and Understanding of the Project by the Team</strong></td>
<td><strong>10 Points</strong></td>
</tr>
<tr>
<td>• Provide a detailed description of the Project Approach Plan and Understanding of the Design, Construction and Coordination Plan</td>
<td></td>
</tr>
<tr>
<td>• Outline the Team’s plan for completing the Work, Sequencing and Timing</td>
<td></td>
</tr>
<tr>
<td><strong>C. Past Performance of the Design Consultant / Prime Contractor</strong></td>
<td><strong>5 Points</strong></td>
</tr>
<tr>
<td>• Design Consultant and/or Prime Contractor performance history with other private entities, states or other governmental agencies.</td>
<td></td>
</tr>
<tr>
<td><strong>D. Jacksonville Small Emerging Business (JSEB) participation</strong></td>
<td><strong>5 Points</strong></td>
</tr>
<tr>
<td>• Design Consultant / Prime Contractor’s inclusion of JSEB certified firms within project team.</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>25 Points</strong></td>
</tr>
</tbody>
</table>

The total of a perfect score for the SOQ’s Evaluation Criteria would equal 25 points. At the completion of the evaluation of the SOQ’s, each member of the Evaluation Committee will submit score totals for each Proposer, which will be averaged to determine the final point value assigned to each Proposer.
A minimum of three (3) Proposers shall be shortlisted. The shortlisted Proposers will continue to the next step in the bidding process, which is the receipt and response to the Request for Proposals (RFP).

The shortlisted Proposers will follow a **two-step RFP process**, in which each Proposer will submit the following: 1) A Written Technical Proposal that **may** or **may not** require an oral presentation (if necessary); and 2) A Price Proposal. The Evaluation Committee’s scores of the SOQ’s (Maximum 25 points) will be added to the Written Technical Proposal scores (Maximum 80 points) to equal a Final Technical Score (FTS) (Maximum 105 points).

The Final Technical Score will be used in the formula below in order to determine each Proposer’s Adjusted Score (AS). **The Proposer to be recommended for an award of this Project will be the Proposer whose Adjusted Score is the lowest, as long as the Proposer’s Price is within the JAXPORT’s budget.** If the Proposer with the lowest Adjusted Score is not within JAXPORT’s budget, then JAXPORT reserves the right to negotiate the price proposal with the Proposer, having the lowest Adjusted Score. If negotiations fail to bring the Project within budget, then JAXPORT reserves the right to move to the next Proposer with the second lowest Adjusted Score. If the Proposer with the second lowest Adjusted Score is not within JAXPORT’s budget and if negotiations fail to bring the project within JAXPORT’s budget then JAXPORT reserves the right to move to the next Proposer with the third lowest Adjusted Score.

\[
\text{Price Proposal (PP)} = \frac{\text{Adjusted Score (AS)}}{\text{Final Technical Score (FTS)}}
\]

**Step 1: Written Technical Proposals (80 points)** A Written Technical Proposal (WTP) will include items such as a detailed project schedule, staffing plan, project approach, submittals, timeline, permit requirements, total Contract time and other data requested in the RFP. The package containing the WTP shall indicate clearly that it is the Technical Proposal and shall identify clearly the Proposer’s name, project description, or any other information required on the RFP. The Proposer should not discuss or reveal elements of its Price Proposal in its WTP.

- Upon receipt of the WTP, the Evaluation Committee will review and evaluate all WTP and if necessary, request Oral Presentations from each shortlisted Proposer. The purpose of the Oral Presentations is to assist the Evaluation Committee with any clarification and/or to ask questions, as it relates to the WTP of the Proposer. Proposers will not be
permitted to ask questions of the Evaluation Committee except to clarify the meaning of a question posed by the Evaluation Committee.

- A perfect score for the WTP Evaluation Criteria is 80 points. At the completion of the evaluation of all Written Technical Proposals (Oral Presentation(if necessary)), each member of the Evaluation Committee will submit total scores which will then be added to the SOQ’s scores and averaged to determine the Final Technical Score assigned to each Proposer.

<table>
<thead>
<tr>
<th>Technical Proposal Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Site Concept and Design</strong></td>
<td>20 Points</td>
</tr>
<tr>
<td><strong>B. Groundwater Recovery System Specifications and Details, Including Plans for Operations and Maintenance, Groundwater Monitoring Well and Effluent Sampling, and Regulatory Reporting</strong></td>
<td>30 Points</td>
</tr>
<tr>
<td><strong>C. Understand Budget and Scheduling Constraints</strong></td>
<td>20 Points</td>
</tr>
<tr>
<td><strong>D. Project Phasing</strong></td>
<td>10 Points</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>80 Points</td>
</tr>
</tbody>
</table>

Step 2. **Price Proposals** Price Proposals will be based on a Lump Sum for the various design, construction, operations, maintenance, monitoring, and reporting elements of the Project as identified on the Price Proposal Form to be included in the RFP. The package containing the Price Proposals shall indicate clearly that it is the Price Proposal and shall identify the Proposer's name, project description, and any other information required. A Price Proposal shall be submitted in a separate sealed package on the submission date as per the Schedule of Events.

- On the date and time for the deadline of Price Proposal submissions, a public meeting will be held, in which the Director of Procurement and Contract Services will announce the Evaluation Committee’s Final Technical Score for each Proposer. The scores of the SOQ’s (Maximum 25 points) will be added to the WTP (Maximum 80 points), to equal the Final Technical Score (FTS) (Maximum 105 points). Following the announcement of the average
Final Technical Scores, the Price Proposals will be opened and announced. Price Proposals must then be verified to ensure calculations are accurate for all line items. Once all Price Proposal calculations are verified, the Director of Procurement and Contract Services will tabulate the average FTS’s and Price Proposal amount using the formula listed below, in order to determine the Proposer with the lowest Adjusted Score (AS).

\[
\text{Price Proposal (PP)} = \frac{\text{Adjusted Score (AS)}}{\text{Final Technical Score (FTS)}}
\]

- The Director of Procurement and Contract Services will then publicly announce the Adjusted Scores for all Proposers. The Proposer to be recommended for award of this Project will be that Proposer whose Adjusted Score is the lowest amongst all Proposers. The Director of Procurement and Contract Services has the right to correct any errors in the evaluation and selection process that may have been made. JAXPORT is not obligated to award the Contract and the Evaluation Committee may decide to reject all Proposals.

- It is the intent of JAXPORT to award this Contract to the Proposer who, in its sole opinion, is the most qualified and capable of providing the best overall service consistent with the goals, objectives and budget of JAXPORT. JAXPORT reserves the right to waive informalities in any Proposal, to reject any or all Proposals received in response to the RFQ’s and/or the RFP’s, with no liability to JAXPORT for rejection of any Proposal for any reason.

D. SUBCONTRACTORS/JOINT VENTURES

JAXPORT will award the Contract to one (1) Proposer, who will be the Design Consultant / Prime Contractor who will be the single point of contact and will be fully responsible and bound for the work which includes, but is not limited to the design, construction, operation, maintenance, and monitoring of a groundwater recovery system. JAXPORT neither encourages, nor discourages, the formation of teams, as long as team members are subcontractors to the Design Consultant / Prime Contractor. It is the desire of JAXPORT that the work elements required by the Project and included in the negotiated agreement is shared with other qualified area subcontractors to the extent that such goal does not diminish the selection of the most qualified Design Consultant / Prime Contractor. **Joint Ventures will not be considered.**

E. SMALL AND EMERGING PARTICIPATION GOAL

1. **JAXPORT - JSEB REQUIREMENTS**
JAXPORT has determined that there is no mandatory participation percentage goal for this project. However, to encourage the utilization of JSEB certified firms services there will be five (5) points set aside for proposers that include Jacksonville Small Emerging Business (JSEB) participation for the requested services for this Project. While the utilization of JSEB’s is not mandatory in order to be awarded this Contract, continuing utilization of JSEB firms support the success of the City of Jacksonville’s JSEB program and supports Contractor’s Equal Employment Opportunity.

F. REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS - SCHEDULE OF EVENTS

It is anticipated that the following schedule will remain but is subject to changes:

1. Release RFQ to general public  
   September 30, 2014  

2. Deadline for Questions, 5:00 PM (EST)  
   October 17, 2014  

3. Statement of Qualifications Submittal Date, 2:00 PM (EST)  
   October 30, 2014  

4. Notification of Shortlisted Proposers  
   November 6, 2014  

5. Release Request for Proposals to Shortlisted Proposers Only  
   November 6, 2014  

6. Mandatory Pre-Proposal Meeting & Site Visit  
   November 12, 2014  

7. Deadline for final questions, 5:00 PM (EST)  
   November 17, 2014  

8. Written Technical Proposal Submittal Date  
   December 2, 2014  

9. Oral Presentation (if necessary)  
   December 9-10, 2014  

10. Price Proposal Submittal Date  
    December 12, 2014  

11. Recommendation for Award Notification  
    December 15, 2014  

12. PARM / Awards Committee Review  
    January, 2015  

13. Issue and Execute Contract  
    January, 2015  

14. Issue Notice to Proceed  
    TBD  

15. Completion Date for Groundwater Recovery System  
    TBD  

G. CONTACT PERSON

Questions regarding this RFQ must be submitted in writing to: LeNedda Edwards, Contract Specialist of the Procurement Department, via email; LeNedda.Edwards@jaxport.com. The answers
will be in the form of an addendum posted via website link: http://www.jaxport.com/about-jaxport/corporate-information/projects-for-bid or e-mailed directly to all known prospective Proposers. The deadline for submitting questions will be **Friday, October 17, 2014 at 5:00 PM (EST).**

H. **OMISSIONS, DISCREPANCIES AND ADDENDA**

Should an omission or discrepancy be found in the RFQ documents, or if there is any doubt as to the meaning, the Proposer shall notify JAXPORT Procurement Department, in writing, in sufficient time in order for an addendum to be issued to all prospective Proposers, if necessary.

a. Any addenda issued by JAXPORT for the purposes of changing the intent of the RFQ or to clarify the meaning of same shall be binding in the same way as if written in the specifications. All addenda will be issued by the Procurement Department prior to the receipt of SOQ’s. It is each proposer’s sole responsibility to contact the Procurement Department to insure that they have received all addenda and that they have obtained the addenda in sufficient time to properly evaluate the contents before submitting an SOQ’s. It is the usual practice for JAXPORT to mail or facsimile addenda to known prospective Proposers, but JAXPORT does not guarantee that all prospective Proposers will receive addenda in this manner in due time before the SOQ’s deadline.

b. It is mandatory that the Proposers shall acknowledge the inclusion of all addenda on the signature page. Acknowledgement shall be by initials and date. **Failure to acknowledge all addenda shall result in rejection of the Proposers SOQ’s.**

PLEASE VISIT [http://www.jaxport.com/about-jaxport/corporate-information/projects-for-bid](http://www.jaxport.com/about-jaxport/corporate-information/projects-for-bid) OR CALL THE PROCUREMENT DEPARMENT AT (904) 357-3017, PRIOR TO THE SUBMITTAL DATE TO DETERMINE IF ANY ADDENDA HAVE BEEN RELEASED ON THIS RFQ.

(THE REMINDER OF THIS PAGE IS BLANK INTENTIONALLY)
SECTION II – STATEMENT OF QUALIFICATIONS SUBMISSION AND FORMAT

A. QUALIFICATIONS SUBMISSION

An original and four (4) copies of the SOQ’s will be received until 2:00 PM (EST) on Thursday, October 30, 2014, at the following address:

Jacksonville Port Authority
2831 Talleyrand Avenue
Post Office Box 3005
Jacksonville, FL 32206-0005
Telephone: (904) 357-3065
Attention: Louis Naranjo
Director of Procurement & Contract Services

The original and all copies must be submitted to the Procurement Department in a sealed envelope or container stating on the outside the Proposer’s name, address, telephone number, RFQ number and title, and due date. No facsimile or e-mail responses will be considered.

The responsibility for submitting a response to this RFQ to the Procurement Department on or before the stated time and date will be solely and strictly that of the Proposer. JAXPORT will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. SOQ’s responses received after the RFQ due date and time will not be accepted and will not be considered.

SOQ’s shall clearly indicate the legal name, address, and telephone number of the Proposer (corporation, firm, partnership, individual, or sole proprietorship). SOQ’s shall be signed above the typed or printed name and title of the signer. SOQ’s must be signed by an individual with the authority to bind the Proposer. The signature of the Authorized Representative on the SOQ’S’s must be made by an officer of the Proposer if the Proposer is a corporation, by a partner if the Proposer is a partnership, or by the proprietor, if the Proposer is a sole proprietorship.

B. STATEMENT OF QUALIFICATIONS FORMAT

The SOQ’s shall be a maximum of Thirty-Five (35) 8-1/2 inch x 11 inch single sided pages. Respondents can include 11 inch x 17 inch “z-fold” in the SOQ’s submittal. The “z-fold” will be primarily graphics and will be counted as one (1) page. Text shall be a minimum font size of ten (10).

A copy of the SOQ’s must also be submitted in electronic format on a CD or flash drive. Submittals must contain the following documents, each fully completed, and signed as required. If any items
are omitted, JAXPORT has the right to clarify and request information from any Proposer. The Proposer must submit the documentation no later than **three (3) calendar days** after request from JAXPORT, or the qualification may be deemed non-responsive.

**C. DOCUMENTS TO BE COMPLETED AND RETURNED WITH STATEMENT OF QUALIFICATIONS**

1. Copies of current license(s) for Design Consultant / Prime Contractor business.

2. Copy of current registration with the Florida Department of State, [www.sunbiz.org](http://www.sunbiz.org).

3. Furnish best evidence of the Proposer most recent Financial Statement. An audited financial report reflecting the Proposer current financial status is preferred. If no audited financial report exists, the JAXPORT may accept a certified financial statement, most recent balance sheet, income statement, and statement of cash flows prepared internally, approved and attested to by the Proposer company President or Chief Executive Officer. If the financial statements are more than 180 days old, the Proposer shall include evidence signed by an officer of the firm as to current financial condition in relation to the most recent reporting period.

4. Exhibit “A” - Conflict of Interest, COI Form

5. Exhibit “B” - Sworn Statement/Section 287.133(3)(a), Florida Statutes - Public Entity Crime, PEC Form

6. Exhibit “C” - E-Verify Program for Employment Verification, E-Verify Form

7. Acknowledgement of all addenda, Signature Page.

(The remainder of this page is blank intentionally)
SECTION III – LEGAL TERMS AND CONDITIONS/INSURANCE

A. MODIFICATION/WITHDRAWALS OF SUBMITTALS

The Proposer may submit a modified response to replace all or any portion of a previously submitted response up until the RFQ due date and time. Modifications received after the RFQ due date and time will not be considered. Responses shall be irrevocable until Contract award unless withdrawn in writing prior to the RFQ due date or after expiration of 120 calendar days from the opening of responses without Contract award.

B. RFQ POSTPONEMENT/CANCELLATION/REJECTION

JAXPORT may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFQ; postpone or cancel, at any time, this RFQ process or waive any irregularities in this RFQ or in any responses received as a result of this RFQ.

C. COST INCURRED BY PROPOSERS

All expenses incurred by Proposer with the preparation and submission of responses to the JAXPORT for this RFQ, or any work performed in connection there with, shall be the sole responsibility of the Proposer and not be reimbursed by JAXPORT.

D. PUBLIC MEETING REQUIREMENTS

JAXPORT complies with Section 286.011 of the Florida Statutes. Therefore certain types of staff meetings and meetings of JAXPORT’s Awards Committee and Board of Directors are required to be held in public, with sufficient notice made of the time and date of the meeting(s). All notices of public meetings are posted in the lobby of JAXPORT, 2831 Talleyrand Avenue, Jacksonville, Florida. For information concerning when the Project will be submitted for award, contact JAXPORT’s Procurement Department at telephone (904) 357-3017, Monday through Friday.

E. PROTEST PROCEDURES

Proposers shall comply with the following:

Any Proposer adversely affected during this solicitation process may file a notice of protest, including all particulars of facts and laws on which the protest is based. This notice must be in writing and addressed to the Director of Procurement and Contract Services, Jacksonville Port Authority, Post Office Box 3005, Jacksonville, FL 32206.

Timely Notice of Protest
(a) Recommendations of Award and/or Bid Rejection. A Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement Department recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.

(b) Bid/Proposal Specifications and/or Requirements. A Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or reject requirements.

(c) Computation of Time. The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a). Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

(d) Form and Content of the Notice of Protest. A written Notice of protest shall: (i) be addressed to the Director of Procurement and Contract Services; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Director of Procurement and Contract Services to identify the same; (iii) state the timeliness of the protest (iv) state Protestant’s legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

Request for Extension to File Supplemental Protest Documentation. At the time of filing a Notice of Protest hereunder, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to request an extension or to timely submit the supplemental protest
documentation shall constitute a waiver of any right to the same. No supplemental documentation will be accepted after the extension period.

**Delivery.** The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by the Procurement Department within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Director of Procurement at 2831 Talleyrand, Avenue, Jacksonville, FL 32202 or by electronic transfer via facsimile to (904) 357-3077. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

**Process.** All protests or appeals must be in writing, addressed to the Director of Procurement and Contract Services and filed within the time described in paragraph (a) or (b), as applicable, of the section entitled “Timely Notice of Protest” above. Upon receipt of a timely filed written Notice of Protest, the Director of Procurement and Contract Services will acknowledge, by certified letter, the receipt of an appeal. The Director of Procurement and Contract Services will send a copy of the protest to the Chief Executive Officer, who will appoint individuals to review the protest. The Procurement Appeals Board (PAB) will consist of three members appointed by the Chief Executive Officer who will also name the person to serve as chair. The PAB may not include any members of the Evaluation Committee or Awards Committee that were involved in the appeal action.

The Secretary to the Board of Directors or his/her designee will serve as Secretary to the PAB and will schedule the Protest Hearing meeting and will notify the Protester and any other individuals considered necessary of the date, time, and place of the scheduled PAB meeting. The PAB chair will notify the Director of Procurement and Contract Services if the award of Contract must be delayed until completion of the appeal process. The PAB meeting will be held in accordance with the Florida Government in the Sunshine Law to include proper notice and meeting minutes.

**Protest Hearing Rules and Procedures.**

(a) Protest Hearings hereunder shall be heard before the PAB, and shall begin with a general statement of the rules and procedures prescribed herein by a representative of the PAB, followed by a general statement of the facts by a representative of the Procurement Department. Representatives of the Protestant, limited solely to its owners, officers, employees, and/or legal counsel, will then be required to present its case based solely on the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation. Those persons or entities,
other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest will be given an opportunity to be heard and to present information before the PAB, which will be followed by a statement and the presentation of information from the Procurement Department and other governmental representatives. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts, and information presented. The PAB is entitled to ask questions of any party at any time during the hearing.

(b) For hearings hereunder, the formal rules of evidence pursuant to the Florida Evidence Code may be relaxed at the sole discretion of the presiding chairperson of the PAB. Hearsay evidence may be admissible and used to supplement or explain other evidence.

(c) Unless otherwise provided by the Procurement Code the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether a Procurement Department recommendation or intended decision in question was clearly erroneous, arbitrary or capricious, fraudulent, or otherwise without any basis on fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

(d) A majority vote of the PAB shall be required to recommend the granting or denial of a protest hereunder. A recommendation by the PAB concerning action to be taken on the protest, along with any other relevant information, will be forwarded to the Chief Executive Officer for final resolution, and the decision of the Chief Executive Officer shall represent final agency action. The minutes of the PAB will be retained by the Secretary to the PAB, and a written notice of the decision of the PAB will be filed in the contract file. All parties involved in the Protest Hearing will be notified in writing by the Procurement Department after a decision is rendered by the Chief Executive Officer, and/or his/her designee.

The administrative procedures that will be followed by JAXPORT will be provided to the Protester with this certified letter, but are available to all bidders upon request, at any time.

F. RULES; REGULATIONS; LICENSING REQUIREMENTS

Proposers are expected to be familiar with and comply with all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the services offered. Ignorance on the part of the Proposer will in no way relieve it from responsibility for compliance.
G. CONFLICT OF INTEREST

Pursuant to Chapter 112 of the Florida Statutes, Proposers are required to complete and submit a "Conflict of Interest" certificate. Form CONFLICT OF INTEREST, (Exhibit “A”) must be included at the time the SOQ’s is submitted. All Proposers must disclose with their response the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of JAXPORT. Further, all Proposers must disclose the name of any JAXPORT employee who owns, either directly or indirectly, an interest of ten percent (10%) or more.

H. PUBLIC ENTITY CRIME

Pursuant to Chapter 287 of the Florida Statutes, Proposers are required to complete and submit with their SOQ’s a Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes. Form PUBLIC ENTITY CRIME (PEC), (Exhibit “B”) must be included at the time the SOQ’s 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 bid on a contract to provide any goods or services to a public entity;
- Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting bids on leases of real property to a public entity;
- Being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- Transacting business with any public entity in excess of Category Two threshold amount ($25,000) provided in section 287.017 of the Florida Statutes.

I. 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 bid on a contract to provide any goods or services to a public entity;
• Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;

• Submit bids on leases of real property to a public entity;

• Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or

• Transact business with any public entity.

To view a current list, visit:
http://dms.myflorida.com/business_operations/state_purchasing/vendorinformation/convicted_suspended_discriminatory_complaints_vendor_lists

J. PROPOSERS REPRESENTATION AND AUTHORIZATION

In submitting SOQ’s, each Proposer understands, represents, and acknowledges the following (if the Proposer cannot so 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 of Florida or any other governmental authority.

• To the best of the knowledge of the person signing the bid 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 of Florida, including a claim by the State for liquidated damages under any other contract.

• The SOQ’s 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 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 JAXPORT.
- The Proposer has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the SOQ’s, 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 submittal.
- The Proposer shall indemnify, defend, and hold harmless JAXPORT, its Board of Directors 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 submittals.
- 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 SOQ’s. 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 site of the work and that from his/her investigations is satisfied as to the nature and location of the work, the kind and extent of the equipment and other facilities 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.
K. E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

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 Proposer during the term of this Contract. Successful Proposer 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. **Form E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION (EXHIBIT “C”) must be included at the time the SOQ’s is submitted.**

L. RELATION TO THE JAXPORT

It is the intent of the parties hereto that the successful Proposer be legally considered to be an independent proposer and that neither the Proposer nor the Proposer’s employees and agents shall, under any circumstances, be considered employees or agents of JAXPORT.

M. CONFORMITY TO APPLICABLE LAWS

The Proposer must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to, the “Public Records Law”, Chapter 119, Florida Statutes (the Public Records Act) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). If any of the obligations of this Contract are to be performed by a Subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

N. CONTINGENT FEES PROHIBITED

The Proposer must warrant that it has not employed or retained a company or person, other than a bona fide employee or subcontractor, working in his employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making a contract with JAXPORT.

O. WAIVER OF IRREGULARITIES
JAXPORT may waive minor informalities or irregularities in SOQ’s received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers Teams. Minor irregularities are defined as those that will not have an adverse effect on JAXPORT’s interest and will not affect the review of the SOQ’s by giving a Proposers Team an advantage or benefit not enjoyed by other Proposers.

P. INDEMNIFICATION

The successful Proposer will be required to agree to indemnify and hold harmless JAXPORT, the Board of Directors, its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorney’s fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful Proposer, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful Proposer shall pay all such claims and losses and shall pay all such costs and judgments which may result from any lawsuit arising from such claims and losses, and shall pay all costs expended by JAXPORT in the defense of such claims and losses, including appeals.

Q. INSURANCE

The successful Proposer shall obtain, provide and maintain during the term of the Agreement the following types and amounts of insurance as follows, which shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+, VI or higher rating in the latest edition of AM Best's Insurance Guide. The insurer shall name the JPA as an additional insured on all liability policies required by this contract. When naming the JPA as an additional insured onto the Proposer policies, the insurance companies hereby agree and will endorse the policies to state that the JPA will not be liable for the payment of any premiums or assessments. Any exceptions to these requirements must be approved by the JPA’s Risk Management Department.

LIMITS

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate Limit (other than Products/Completed Operations)</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
The Proposer shall continue to maintain Products/Completed Operations coverage for a period of three (3) years after the Agreement completion date. The insurance must specifically include the JPA, the members of its Governing Body and its officers, officials, and employees as Additional Insured, with respect to liability arising out of services performed in connection with this Agreement. CGL coverage will be primary and non-contributory.

**Business Auto Policy** - The Proposer’s insurance shall cover the Proposer for those sources of liability which would be covered by Part IV of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos. The minimum limits to be maintained by the Proposer (inclusive of any amounts provided by an umbrella or excess policy) shall be $1,000,000 per accident combined single limit for Bodily Injury Liability and Property Damage Liability.

**Professional Liability** - The Proposer’s insurance shall be on a form acceptable to the JPA, and shall cover the Proposer for those sources of liability arising out of the rendering or failure to render professional services in the performance of this Agreement, including any hold harmless and/or indemnification agreement. The minimum limits to be maintained by the Proposer (inclusive of any amounts provided by an umbrella or excess policy) shall be $1,000,000 per occurrence, and in the aggregate. The Proposer shall provide and maintain such professional liability insurance from the inception of its services, and until at least three (3) years after completion of all services required under this Agreement. Prior to commencement of services, the Proposer shall provide to JPA a certificate or certificates of insurance, signed by an authorized representative of the insurer(s) evidencing the insurance coverage specified in the foregoing Articles and Sections. The required certificates shall not only name the types of policies provided, but shall also refer specifically to this Agreement and Article, and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is provided as required by such paragraphs of this Agreement. The required certificates shall contain a provision that the JPA shall be given not less than 30 days' written notice prior to cancellation or restriction of coverage. The Proposer shall also provide JPA, a certified copy of the Professional Liability Insurance coverage. The required policies shall contain a provision that JPA shall be given not less than 30 days' written notice prior to cancellation or restriction of coverage. If
the initial insurance policies required by this Agreement expire prior to the termination of this Agreement, renewal certificates of insurance or policies shall be furnished 30 days prior to the date of their expiration.

Property Insurance - If this contract includes construction of or additions to above ground buildings or structures, Proposer shall provide Builder's Risk insurance with the minimum amount of insurance to be 100 percent of the completed value of such addition(s), building(s) or structure(s). If the contract does not include construction of or additions to above ground buildings or structures but does involve the installation of machinery or equipment, Proposer shall provide an Installation Floater with the minimum amount of insurance to be 100 percent of the completed value of such addition(s), building(s), or structure(s). Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of JPA. Such insurance shall be written by an insurer with an A.M. Best rating of (A, VI or better). Prior to commencing any work on the project, Certificates of Insurance approved by JPA’s Risk Management evidencing the maintenance of said insurance shall be furnished to the JPA. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by JPA. Anything to the contrary, notwithstanding the liabilities of the Proposer under this Agreement, shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage’s. Neither approval nor failure to disapprove insurance furnished by the Proposer shall relieve the Proposer from responsibility to provide insurance as required by contract. The Proposer is responsible for any deductibles applicable to Property Insurance.

Umbrella Liability - Proposer will provide following form umbrella coverage to the following underlying coverage’s (Commercial General Liability, Pollution, Automobile liability and Workers’ Compensation/Employer’s Liability) the umbrella liability coverage will drop down if the underlying coverage’s have been exhausted. The umbrella coverage will be $1,000,000 per occurrence and in aggregate.

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 Proposer’s obligation to maintain such insurance.
If Proposer fails to maintain the required insurance, Owner shall have the right, but not the obligation, to purchase said insurance at Proposer’s expense.

A waiver of subrogation is required for Workers Compensation, CGL, Auto Liability, and Pollution liability. Proposer 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, Proposer 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 Proposer’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** - Proposer 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 Owner does not represent that coverage and limits will necessarily be adequate to protect Proposer and such coverage and limits shall not be deemed as a limitation on Contractor’s liability under the indemnities provided to Owner in this Agreement.

**FAILURE TO PROCURE INSURANCE:**

Successful Proposer’s failure to procure or maintain required insurance program shall constitute a material breach of Contract under which the JPA may immediately terminate the Contract.

**R. EX-PARTE COMMUNICATIONS PROHIBITED**

From the time of receipt, or publication of this RFQ, all parties who intend to submit, or be a team member of a Proposer under this RFQ, agrees to direct all contact with JAXPORT through the Director of Procurement & Contract Services. If the question or comment deals with subject matter that is outside of the responsibility of the Director of Procurement and Contract Services, he will ensure that the question or comment is directed to the appropriate person or authority. Proposers for the work covered by this RFQ will neither contact any of the Evaluation Committee, Selection Committee, nor any member of JAXPORT’s Board of Directors, nor JAXPORT Chief Executive Officer from the date of first advertisement of this RFQ and throughout the date of award by JAXPORT for purposes of discussing the merits of any specific SOQ’s or Proposer Team.
Any Ex-Parte communication concerning the solicitation, evaluation, and selection process denies all Proposers Teams 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 Proposer, a Proposer Team, its employees, agents, or representatives, and JAXPORT, its Board of Directors, its members, employees, agents, legal counsel, or representatives, other than JAXPORT’s Director of Procurement and Contract Services is strictly prohibited.** Failure to observe this requirement shall result in rejection of a Proposer Team’s SOQ’s. 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 286.011, Florida Statutes. This requirement shall not prohibit:

   a) Meeting called or requested by JAXPORT and attended by Proposer Teams for the purpose of discussing this solicitation, evaluation, and selection process, including but not limited to, substantive aspects of this RFQ;

   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 286.011 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 Proposer Teams. Protest proceedings shall be limited to open public meetings, with no ex-parte communication outside those meetings;

   d) Contact with elected officials.
ADDENDA ACKNOWLEDGEMENT / SIGNATURE PAGE

Acknowledgement of the following addenda is hereby made:

Addendum No 1:_______ Date:_______ Proposer's Initials:__________
Addendum No 2:_______ Date:_______ Proposer's Initials:__________
Addendum No 3:_______ Date:_______ Proposer's Initials:__________
Addendum No 4:_______ Date:_______ Proposer's Initials:__________
Addendum No 5:_______ Date:_______ Proposer's Initials:__________
Addendum No 6:_______ Date:_______ Proposer's Initials:__________

I hereby acknowledge, as Proposer’s authorized agent that I have fully read and understand all terms and conditions as set forth in this Statement of Qualifications and will fully comply with such terms and conditions.

Date:_________________

Company Name:________________________________________________________

Authorized Agent’s Name:_________________________________________________

Title:__________________________________________________________________

Authorized Agent’s Email Address:________________________________________

Vendor is a (check one): _____ Corporation _____ Partnership _____ Individual

Federal Identification Number :______________________________________________

Remittance Address: ______________________________________________________

Telephone Number: _________________      Fax Number:_____________________
EXHIBIT “A”

CONFLICT OF INTEREST CERTIFICATE

Proposer 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 statement of qualifications.

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 Avenue, Jacksonville, Florida 32206, prior to the time of bid opening.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title or Position</th>
<th>Date of Filing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

_________________________   __________________________
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 Proposer __________________________________________
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 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.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

____________________________________  ______________________________
(signature)                                 (date)

STATE OF ___________________________  COUNTY OF _______________________

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ______________________ who, after first being sworn by me, affixed (name of individual signing)his/her signature in the space provided above on this _____ day of ________, 20____

________________________________________________
NOTARY PUBLIC

My commission expires:
EXHIBIT “C”

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 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 Proposer during the term of the Contract. Proposers 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 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 the 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