

REQUEST FOR QUALIFICATIONS

RFQ No. AE-176B

Civil and Structural Engineering Consulting and Design Services For the Jacksonville Port Authority

RFQ Due Date: Monday, September 16, 2019 at 2:00 PM (EST)

Sandra Platt, Sr. Contract Specialist

PROCUREMENT SERVICES DEPARTMENT

2831 Talleyrand Avenue, Jacksonville, Florida 32206

sandra.platt@jaxport.com



<https://www.JPA.com/procurement/active-solicitations>

**REQUEST FOR QUALIFICATIONS
CIVIL AND STRUCTURAL ENGINEERING CONSULTING
AND DESIGN SERVICES
JACKSONVILLE PORT AUTHORITY
CONTRACT NO.: AE-176B
PUBLIC NOTICE**

The JPA is requesting Statements of Qualifications (SOQ's) from professional Consultant Firm's interested in providing Civil and Structural Consulting and Design Services for the Jacksonville Port Authority.

The JPA will utilize an external **Professional Civil and Structural Engineering Consultant Firm** to augment and support the JPA's engineering staff. In addition the selected Consultant Firm will perform special services for the Engineering Department, on a work order basis. These services are more completely described in Section 3 – Scope of Services of the Request for Qualifications (RFQ). Examples of the work performed, while not all inclusive, include; professional architecture and civil engineering design services and other related services as described herein required to support the Senior Director of Engineering & Construction and other JPA staff, in the planning, design, construction, rehabilitation and renovation activities pertaining to the following marine terminal facilities: **buildings, roads, bridges, paving, (including container grade pavement surfaces), asphalt, rail, drainage, sewer, environmental, geotechnical, planning, surveying services and other similar activities for facilities or structures located at the JPA's marine terminals.** Although the selected Consultant Firm may provide all services as required through its own staff, some other specialty services may be added through sub-consulting on a project by project basis.

Submission of SOQ's does not guarantee your company will receive a contract from the JPA, nor does it imply that your company has any type of procurement/contractual relationship with the JPA 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, the JPA 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.

A Pre-Submission Meeting will be held on **Monday, August 26, 2019 at 10:00 AM (EST)**, in the Public Meeting Room, First Floor of the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, FL 32206. Attendance is highly recommended but not required for any firm that may be considering submitting Statement of Qualifications.

[ALL STATEMENTS OF QUALIFICATIONS WILL BE RECEIVED BY THE JPA'S PROCUREMENT SERVICES DEPARTMENT, UNTIL 2:00 PM \(EST\), ON MONDAY, SEPTEMBER 16, 2019.](#)

The Request for Qualifications document can be downloaded from: <https://www.jaxport.com/procurement/active-solicitations/>. If you should have any questions regarding this application package, please submit them **by e-mail only to Sandra Platt, Sr. Contract Specialist at: sandra.platt@jaxport.com.**

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ATTACHMENTS

- A. Acknowledgment of Addenda and SOQ Signature Page**
- B. Conflict Of Interest Certificate**
- C. Public Entity Crimes Sworn Statement**
- D. Certification Regarding Lobbying**

- E. Article V, Jacksonville Small and Emerging Business Participation**
- F. Guidelines for Disadvantaged Business Enterprise Program**
- G. Professional Services Agreement**
- H. JPA's Travel Policy**
- I. Capital Projects List**

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<p>SECTION 1</p> <p>REQUEST FOR QUALIFICATIONS OVERVIEW, RESPONSE PROCEDURES AND SCHEDULE OF EVENTS</p>

1.01 OVERVIEW

The Jacksonville Port Authority (JPA) is a full-service international trade seaport in the Southeastern United States. JPA owns and manages three cargo terminals and one passenger cruise terminal in Jacksonville, FL, including the Blount Island Marine Terminal, the Dames Point Marine Terminal, the Talleyrand Marine Terminal and the JPA Cruise Terminal.

JPA and its maritime partners handle containerized cargo, automobiles, recreational boats and construction equipment (Ro/Ro), dry and liquid bulks, break-bulk commodities, and over-sized and specialty cargoes. JPA's three marine terminals handled a total of 10.5 million tons of cargo in 2018, including more than 1,270,480 TEUs (containers) – making Jacksonville the largest container handling port in Florida--and 665,432 vehicles, maintaining JPA's impressive ranking as the No.1 in vehicle export port in the nation. JPA's cruise terminal also continues to set passenger records, with more than 199,899 passengers sailing last year on cruises departing from JPA's facility.

JPA features 20 container cranes, warehousing, Foreign Trade Zone status and outstanding intermodal connections enhanced through its Intermodal Container Transfer Facility (ICTF). 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).

A network of privately-owned maritime facilities also operates along Jacksonville's harbor. In Northeast Florida, more than 65,000 jobs are related to port activity, which creates an economic impact of almost \$27-billion annually. For Jacksonville harbor, energy commodities in 2017 comprised 43% of all commercial activity by tonnage.

The Vision of JPA is to be a major economic engine in Northeast Florida by continuing to be a premier diversified port in the Southeastern United States, with connections to major trade lanes throughout the world.

The Mission of JPA is to contribute to the economic growth and vitality of our community by stimulating commerce through the Port of Jacksonville. Every day, we're working to grow our port and create thousands of high-quality; good paying jobs throughout Northeast Florida, now and in the years to come.

1.02 PURPOSE

The JPA is requesting Statements of Qualifications (SOQ's) from professional Consultant Firm's interested in providing **Professional Civil and Structural Engineering Consulting and Design Services for the JPA**. Therefore, the JPA is specifically seeking a Consultant Firm capable and

with experience in providing Professional Civil and Structural Engineering Consultant Services for the maritime industry or Ports of similar size.

The Professional Civil and Structural Engineering Consulting and Design Services will be procured in accordance with the Consultant's Competitive Negotiation Act (CCNA), adopted by the Florida Legislature in 1973, under Section 287.055, Florida, Statutes, as amended, which requires state government agencies, municipalities or political subdivisions, school boards and school districts, to select a consulting firm based on qualifications rather than on a lowest bid basis. For purposes of this RFQ the terms "Consultant Firm", "Consultant" and "Proposer" are used interchangeably. Additionally, the term "project" includes all planning, design, and inspection services performed by the Consultant Firm pertaining to construction, rehabilitation, and renovation activities for the following marine terminal facilities or structures: **buildings, roads, bridges, paving, (including container grade pavement surfaces), asphalt, rail, drainage, sewer, environmental, geotechnical, planning, surveying services and other similar facilities or structures located at the JPA's marine terminals.** Such activities are being grouped in this RFQ in accordance with CCNA provisions.

The JPA will utilize the external Consultant Firm to augment and support engineering services, on an as needed basis. These services are completely described in Section 3 - Scope of Services of this RFQ. Examples of the work to be performed, while not all inclusive, include; professional architecture planning, surveying, civil engineering design services and other related services as described herein required to support the Senior Director of Engineering & Construction and other JPA staff. Although the Consultant Firm may provide all services as required through its own staff, some services may be added through sub consulting on project by project basis.

The Consultant Firm shall not assign or subcontract any professional work of the contract to any other entity without the specific written permission and acceptance of the JPA. All services shall be rendered in individually authorized projects.

1.03 QUALIFICATION AND SUBMISSION PROCESS

The procurement of the Consultant Firm to provide **Professional Civil and Structural Engineering Consulting and Design Services** for the JPA will follow a phased selection process consisting of submission of SOQ's in response to this advertisement. Submittals will be reviewed and evaluated based on minimum requirements and then qualifications to perform the services required. At the JPA's discretion, a limited number of Proposers shall be shortlisted and may be invited to make oral presentations/interview prior to final selection. Such oral presentations/interviews will be scheduled at the JPA's convenience. The JPA will not be liable for any costs incurred in connection with such oral presentations/interviews. The JPA is not required to contact a Proposer to obtain additional information to evaluate the SOQ's. The JPA will make an award based on the Proposer's ability to meet JPA's needs and requirements, based on the Evaluation Criteria as shown on Section 5.01, and 5.02 of this RFQ.

The SOQ's developed in response to this advertisement shall focus on demonstrating **capability and professional expertise** to perform the noted work. Any subsequent oral presentations/interviews, to be completed only by the shortlisted Proposers, will provide the Consultant Firm with the opportunity to specifically present their proposed team, their understanding of the challenges and issues facing the JPA and their approach to addressing the Projects likely to emerge from those challenges and issues in the areas noted in Section 3 – Scope of Work of this RFQ.

The Consultant Firm selection process will be in accordance with Section 287.055, Florida Statutes, as amended, the Consultants Competitive Negotiation Act (CCNA) based on information provided by the Proposer's SOQ's and, if shortlisted, subsequent, oral presentations/interviews.

It is anticipated that respondents to the RFQ may consist of a Consultant Firm comprised of a Prime Consultant leading the Team with one or more sub consultants to supplement the Prime Consultant's resources within specific areas of expertise. The Consultant Firm serving in the role as a Prime Consultant on a Consultant Team will be limited to participating only on that Consultant Team for which they are the Prime Consultant. Sub consultants will be allowed to participate on more than one Consultant Firm Team.

1.04 REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

All SOQ's shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. All information requested must be submitted.

All SOQ's shall be a maximum of thirty-five (35) 8-1/2 inch x 11 inch single sided pages. The required documentation in Section 4 is not a part of the thirty-five (35) pages maximum. Respondents can include one single sided 11 inch x 17 inch "z-fold" in the SOQ submittal. The "z-fold" will be counted as two pages. Cover letter and table of contents is included in the thirty-five (35) page count, tabs are not counted. Text shall be a minimum font size of twelve (12) on all text and tables. A copy of the SOQ must also be submitted in electronic format on a CD. The format shall be a PDF.

One (1) complete original (**w/ ink signatures**), **five (5) copies** of the original SOQ's and one (1) electronic copy, including all required supplemental material listed in **Section 4.01**, must be submitted in a sealed package, labeled "**RFQ No. AE-176B Civil and Structural Engineering Consulting and Design Services for the Jacksonville Port Authority**". SOQ's shall clearly indicate the legal name, address, and telephone number of the Proposer (corporation, firm, partnership, individual, or sole proprietorship) on the outside of the sealed package. Facsimile SOQ's will not be accepted.

**SOQ'S MUST BE ADDRESSED OR DELIVERED, NO LATER THAN
MONDAY, SEPTEMBER 16, 2019 BY 2:00 PM (EST) TO:**

Procurement Services Department
Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, FL 32206-0005
Telephone: (904) 357-3058

It is the sole responsibility of the Proposer to have its SOQ's delivered to the JPA as specified herein on or before the above date and time. Reliance upon mail, public carrier or other delivery service is at Proposer's risk. All expenses for preparing SOQ's are to be borne by the Proposer and will not be borne, charged to or reimbursed by the JPA in any manner or under any circumstance. The responsibility for submitting a response to this RFQ to the Procurement Services Department on or before the stated time and date will be solely and strictly that of the Consultant Firm. The JPA 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. Responses received after the RFQ due date and time will not be accepted and will not be considered.

Each individual SOQ shall contain the following information:

1. The Proposer Identification/Authorized Signatories, 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 Authorized Representative on the SOQ must be made by an officer of the Proposer if the Proposer is a corporation, by a partner if the firm is a partnership, or by the proprietor, if the firm is a sole proprietorship.
2. Minimum Requirements - In order to be considered responsive to this RFQ, Proposers must provide the following documentation with their SOQ submittal. This documentation shall be included in a separate section designated "**Required Forms and Documentation**" and is not included in the SOQ page limitation. A Proposer's SOQ that does not include this documentation will be deemed non-responsive. Additionally, if the Proposer's submitted documentation does not, in the sole opinion of JPA, meet the intent of JPA's minimum requirements, the Proposer's SOQ will be deemed non-responsive.

Required Documentation

- a) Current license or registration as regulated under Florida Statutes to perform the professional services required of this RFQ. Provide documentation showing that the proposing entity is authorized to do business in Florida and provide a copy of the license issued by the Department of Professional Regulation of the Lead Engineer who will manage the JPA account.
- b) A certificate of good standing from the Florida Department of State, if the Proposer is a corporation, limited liability company, limited partnership, or other type of entity requiring registration with the Florida Department of State.

- c) An audited financial statement prepared by an independent Certified Public Accountant in accordance with auditing standards issued by AICPA for the Proposer's most recently completed fiscal year.
- d) Proof of minimum indemnification and insurance requirements in the form of a current certificate from a company or companies authorized to do business in Florida. The Proposer/Consultant shall require its subcontractors and subconsultants to maintain the minimum indemnification and insurance requirements listed below. The submitted documentation shall demonstrate compliance with the following minimum indemnification and insurance requirements (inclusive of any amounts provided by an umbrella or excess policy) in the amounts below:

Professional Liability

The Proposer's / Consultant's insurance shall be on a form acceptable to JPA, and shall cover the Proposer / Consultant 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 / Consultant (inclusive of any amounts provided by an umbrella or excess policy) shall be \$5,000,000 per occurrence, and in the aggregate. The Proposer / Consultant 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 / Consultant 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 / Consultant shall also provide to the JPA a certified copy of the Professional Liability Insurance coverage. The required policies shall contain a provision that the 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. The JPA reserves the right to require additional insurance coverage based on individual project values or specific project requirements.

Failure to procure insurance: The successful Consultant Firm's failure to procure or maintain required insurance program shall constitute a material breach of Agreement under which the JPA may immediately terminate the proposed Agreement.

- e) Completion of Conflict of Interest Form – See Attachment “B”
- f) Completion of Sworn Statement on Public Entity Crimes – See Attachment “C”
- g) Completion of Certification Regarding Lobbying – See Attachment “D”.

1.05 SCHEDULE OF EVENTS

It is anticipated that the Consultant Firm will be selected on or as near to October 2019, under the following schedule of events:

- | | |
|--|-----------------------|
| 1. Issue Request for Qualifications | August 16, 2019 |
| 2. Pre-Submission Meeting | August 26, 2019 |
| 3. Questions Cut-Off Deadline | August 28, 2019 |
| 4. Statements of Qualifications Submittal Date | September 16, 2019 |
| 5. Notification of Shortlisted Consultants/Firms | September 23, 2019 |
| 6. Oral Presentations / Interview Date | September 26/27, 2019 |
| 7. Determine Final Rankings and Negotiate Fees | October 2, 2019 |
| 8. JPA Awards Approval of Firm | October 8, 2019 |
| 9. Issue and Execute Agreement with Firm | October 2019 |

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SECTION 2 TERMS AND CONDITIONS

2.01 PRE-SUBMISSION MEETING

A Pre-Submission Meeting is scheduled for **Monday, August 26, 2019 at 10:00 AM (EST)** at the following address:

Jacksonville Port Authority
PCOB Building, First Floor
2831 Talleyrand Avenue
Jacksonville, Florida 32206

Attendance is highly recommended but not required for any Consultant Firm that may be considering submitting Statements of Qualifications for this project.

2.02 QUESTIONS – CHANGES WHILE PROPOSING

Any questions regarding this RFQ should be directed to Sandra Platt, Sr. Contract Specialist and submitted by e-mail only to sandra.platt@jaxport.com . Answers to questions will be released by e-mail in an Addenda directed to all known prospective proposers.

The deadline for questions will be Wednesday, August 28, 2019 at 2:00 PM (EST)

No interpretation of the meaning of the specifications or other Contract Documents, nor 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 to:

**Procurement Services Department
Jacksonville Port Authority
P.O. Box 3005
Jacksonville, FL 32206-0005**

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 Addenda to the Contract Documents, which if issued, will be e-mailed to all known prospective Proposers.

Only the interpretation or correction so given by the JPA in writing will be binding, and prospective Proposers are advised that only the JPA will give information concerning or will explain or interpret the RFQ Documents.

2.03 ADDENDA

It is mandatory that the Proposers acknowledge the inclusion of all addenda with the response to this RFQ. Acknowledgement shall be made by initials and date (**See Attachment "A"**). **Failure to acknowledge all addenda shall result in rejection of the SOQ's.**

Please visit <https://www.jaxport.com/procurement/active-solicitations/> or call the Procurement Services Department at (904) 357-3017, prior to the submittal date to determine the number of addenda that have been released on this RFQ.

2.04 RFQ POSTPONEMENT/CANCELLATION/REJECTION

The JPA 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.

2.05 COST INCURRED BY CONSULTANTS

All expenses involved with the preparation and submission of responses to the RFQ, or any work performed in connection there with, shall be the sole responsibility of the consultant(s) and not be reimbursed by the JPA.

2.06 EXCEPTIONS TO RFQ

Consultant Firms must clearly indicate in their SOQ any exceptions they wish to take to any of the terms in this RFQ, and outline what alternative is being offered. The JPA, after completing evaluations, may accept or reject the exceptions. In cases in which exceptions are rejected, the JPA may require the Consultant Firm to furnish the services or goods originally described, or negotiate an alternative acceptable to the JPA or JPA at its discretion may deem the submittal as non-responsive.

2.07 PUBLIC MEETING REQUIREMENTS

The JPA complies with Section 286.011 of the Florida Statutes, as amended. Therefore certain types of staff meetings and meetings of the JPA 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 the JPA, 2831 Talleyrand Avenue, Jacksonville, Florida. For information concerning when the project(s) will be submitted for award, contact the JPA's Procurement Department at telephone (904) 357-3017, Monday through Friday.

2.08 NEGOTIATIONS

The JPA reserves the right to enter into negotiations with the highest ranked Consultant Firm, and if the JPA and the highest ranked Consultant Firm cannot negotiate a mutually acceptable contract, the JPA may terminate the negotiations and begin negotiations with the next ranked Consultant Firm. This process may continue until a contract has been executed or all responses

have been rejected. No Consultant Firm shall have any rights in the subject project or property or against the JPA arising from such negotiations.

During contract negotiations, the successful proposer will be required to provide a schedule of proposed rates. Such rates and costs will be used in the negotiation of fees and shall remain in effect throughout the length of the contract, except such rates may be adjusted when an amendment to the original agreement is being negotiated; provided any increases in rates shall not exceed actual increases in the CPI since the date of response to the RFQ. Unless specifically identified otherwise on the form, rates for sub consultants also shall not exceed those shown on the form.

Proposed overhead rates shall conform to Federal Acquisition Regulations as established by a governmental audit or certified to by a Certified Public Accountant. Profit rate shall be applied only to direct labor plus overhead. No markup or profit shall be paid on non-labor related job costs, reimbursables or on services provided by sub consultants or others.

2.09 PROTEST PROCEDURES

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

2.10 TERM OF AGREEMENT

The term of the agreement (the or this "Agreement") for the Services will be a three-year (3) period with two (2) one (1) year renewal options made at the discretion of the Authority. The JPA will award this agreement to the Consultant Firm, who will be the added as a Prime Consultant and who will be the single point of contact and will be fully responsible for providing the Services for the JPA.

The JPA neither encourages, nor discourages, the formation of teams, as long as team members are subconsultants to the Prime Consultant. It is the desire of the JPA that the work elements required by the Project and included in the negotiated agreement is shared with other qualified area consultants to the extent that such goal does not diminish the goal of selecting the most qualified Consultant Firm. Joint Ventures will not be considered.

2.11 RULES, REGULATIONS AND LICENSING REQUIREMENTS

Consultant Firms 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, including the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines and Applicable Federal Laws and Regulations, including without limitation, the Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the

Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Consultant is exempt from any of the above cited terms, written evidence of such exempt status must be provided to JPA. Ignorance on the part of the Consultant Firm will in no way relieve it from responsibility for compliance.

2.12 CONFLICT OF INTEREST

All Consultant Firms 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 the JPA. Further, all Consultant Firms must disclose the name of any JPA employee who owns, either directly or indirectly, an interest of ten (10%).

2.13 COMPLIANCE WITH RESTRICTIONS ON LOBBYING

All Consultants Firms are expected to certify and comply with 49 C.F.R. Part 20, and shall be subject to any and all sanctions in addition to disqualification of their Proposals, in the event of such non-compliance.

2.14 CONSULTANT'S RESPONSIBILITY

Before submitting responses, each Consultant Firm shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful Consultant Firm from any obligation to comply with every detail and with all provisions and requirements of the contract documents, or will be accepted as a basis for any claims whatsoever for any monetary consideration on the part of the Consultant Firm.

2.15 PUBLIC ENTITY CRIME (PEC)

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Consultant Firm, supplier, subconsultant, or Consultant Firm under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2.16 INDEMNIFICATION

The successful Consultant and its subcontractors and subconsultants (individually or collectively referred to as the "Indemnifying Parties"), shall hold harmless, indemnify, and defend JPA and JPA's officers, board members, employees, representatives and agents (individually or collectively referred to as the "Indemnified Parties") from and against:

(a) General Tort Liability, including without limitation any and all claims, actions, losses, damages, injuries, liabilities, costs and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons (including death) or damage to property, arising out of or incidental to the Indemnifying Parties' performance of the Contract or work performed hereunder; and

(b) Environmental Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees), arising from or in connection with (a) the Indemnifying Parties' actions or activities under the Contract that result in a violation of any environmental law, ordinance, rule or regulation or that leads to an environmental claim or citation or to damages due to the Indemnifying Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with the Contract by the Indemnifying Parties at any time on or prior to the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Indemnifying Parties. JPA will be entitled to control any remedial action and any legal proceeding relating to an environmental claim; and

(c) Intellectual Property Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees), arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right and will pay all costs (including, but not limited to attorney's fees and court costs), damages, charges and expenses charged to the Indemnified Parties by reason thereof. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing

Service or product or modify such Service or product in a way satisfactory to JPA, so that the Service or product is non-infringing; and

(d) Violation of Laws Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

(e) Liability from Breach of Representations, Warranties and Obligations, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by the Indemnifying Parties in connection with the Contract or in any certificate, document, writing or other instrument delivered by the Indemnifying Party, or (b) any breach of any covenant or obligation of the Indemnifying Parties set forth in the Agreement or any other certificate, document, writing or other instrument delivered by the Indemnifying Parties pursuant to the Agreement.

The indemnifications in this Section 2.16 are separate and apart from, and are in no way limited by, any insurance provided pursuant to the Agreement or otherwise. This Section 2.16 shall survive the expiration or termination of the Agreement. To the extent an Indemnified Party exercises its rights under this Section 2.16, the Indemnified Party will (1) provide reasonable notice to JPA of the applicable claim or liability, and (2) allow JPA to participate in the litigation of such claim or liability (at JPA's expense) to protect its interests. Each party will cooperate in the investigation, defense and settlement of claims and liabilities that are subject to indemnification hereunder, and each party will obtain the prior written approval of the other Party before entering into any settlement of such claim or liability, which consent shall not be unreasonably withheld, delayed or conditioned.

2.17 WAIVER OF IRREGULARITIES

The JPA 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 Consultant Firm Teams. Minor irregularities are defined as those that will not have an adverse effect on the JPA's interest and will not affect the review of the SOQ's by giving a Consultant Firm Team an advantage or benefit not enjoyed by other Proposers.

2.18 FUNDING SOURCES

It is anticipated that the projects assigned under this RFQ will involve JPA, State and Federal funding sources. The prime Consultant Firm must be sensitive to these provisions of the Proposal format as it applies to Small Emerging Business (SEB) Enterprise Program as well as 49 CFR Part 26, as amended, as it applies to Disadvantaged Business Enterprises (DBE's) Program and 44 CFR Part 13 as it applies to Small (SBE), Minority (MBE) and Women-owned (WBE) Business Enterprises when applicable.

The funding source will be identified on each task order issued under the Agreement AE-176B of which the following requirements shall apply:

1. JPA FUNDING - SEB REQUIREMENTS

The JPA has established a minimum of Six Percent (6%) Small Emerging Business (SEB) participation goal, which shall be considered in the selection of the Proposer /Consultant Firm Team for the requested services for JPA funded Projects.

2. STATE FUNDING - DBE REQUIREMENTS

The Consultant Firm and its Sub Consultant Firms agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts of this Agreement. While the utilization of DBE's is not mandatory in order to be awarded a contract, continuing utilization of DBE firms on contracts support the success of Florida's voluntary DBE program and supports Contractor's Equal Employment Opportunity and DBE affirmative action programs.

3. FEDERAL FUNDING – SBE, MBE, AND WBE REQUIREMENTS

The Consultant Firm and its Sub Consultant Firms agree to ensure that small and minority firms, women's business enterprise and labor surplus area firms as defined in 44 CFR Part 13, as amended, have the maximum opportunity to participate in the performance of this Agreement. The Consultant Firm and its Sub Consultant Firms will take all necessary affirmative steps to assure that small and minority firms, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

2.19 CONTINGENT FEES PROHIBITED

(a) "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#), Florida Statutes, as amended.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#), Florida Statutes, as amended.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#), Florida Statutes, as amended.

2.20 TRUTH IN NEGOTIATION

The Consultant Firm understands and agrees that execution of the RFQ shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes, as amended. Pursuant to such certificate, the Firm hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further the Firm agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the JPA determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

2.21 COLLUSION

The Proposer, by affixing his signature to this proposal agrees to the following: "Proposer certifies that this proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same service; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action."

2.22 AUDIT PROVISIONS

A person providing capital improvements, contractual services, supplies or professional services with a value in excess of eight thousand dollars, computed on a cumulative basis for all the transactions during a fiscal year of the JPA, and purchased by the JPA pursuant to a method of purchase other than by formal competitive bid, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the JPA to allow access and examination at all reasonable times by the JPA's Auditor or any duly authorized representative of the JPA to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction.

2.23 TERMINATION FOR DEFAULT

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

In that event, the JPA shall compensate the successful Consultant Firm in accordance with the Agreement for all services performed by the Consultant Firm prior to termination, net of any costs incurred by the JPA as a consequence of the default. Notwithstanding the above, the successful Consultant Firm shall not be relieved of liability to the JPA for damages sustained by the JPA by virtue of any breach of the Agreement by the Consultant Firm, and the JPA may reasonably withhold payments to the successful Consultant Firm for the purposes of set off until such time as the exact amount of damages due to the JPA from the successful Consultant Firm is determined.

2.24 TERMINATION FOR CONVENIENCE

The JPA may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful Consultant Firm of such termination, which shall become effective thirty (30) days following receipt by Consultant Firm of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the JPA. If the Agreement is terminated by the JPA as provided in this section, the JPA shall compensate the successful Consultant Firm in accordance with the Agreement for all services actually performed by the successful Consultant Firm and reasonable direct costs of successful Consultant Firm for assembling and delivering to the JPA all documents. No compensation shall be due to the successful Consultant Firm for any profits that the successful Consultant Firm expected to earn on the balance of the Agreement. Such payments shall be the total extent of the JPA's liability to the successful Consultant Firm upon a termination as provided for in this section.

2.25 BREACHES AND DISPUTE RESOLUTION

Disputes – Disputes arising in the performance of the Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the JPA (the “Authorized Representative”). This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Consultant Firm mails or otherwise furnishes a written appeal to the authorized representative of the JPA. In connection with any such appeal, the Consultant Firm shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Authorized Representative shall be binding upon the Consultant Firm and the Consultant Firm shall abide by the decision.

Performance During Dispute – Unless otherwise directed by the JPA, Consultant Firm shall continue performance under this Consultant Firm while matters in dispute are being resolved.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies – Unless the contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the JPA and the Consultant Firm arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agrees, or in court of competent jurisdiction within the JPA in which the JPA is located.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the JPA, (Architect) or Consultant Firm shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

2.26 EX-PARTE COMMUNICATIONS PROHIBITED

The JPA 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 the JPA, its members, employees, agents, legal counsel, or representatives; other than the JPA'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, as amended.

This requirement shall not prohibit:

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

2.27 INSURANCE

Without limiting its liability under the Agreement, Contractor and its subcontractors and subconsultants shall procure and maintain at their sole expense, during the term of the Agreements, insurance of the types and in the minimum amounts stated in Section 1 of this RFQ.

2.28 COMPLIANCE WITH LAWS

Consultant shall comply with applicable laws, regulations, ordinances and rules of governmental agencies in the performance of its obligations hereunder, at Consultant's sole cost and expense. Consultant shall secure all required licenses and permits necessary to the performance of the Services at its sole cost and expense.

2.29 GOVERNING LAW/VENUE

The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

2.30 SEVERABILITY

If any provision of the Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, or in conflict with any applicable law, the validity of the remaining provisions shall continue in full force and effect and shall not be impaired.

2.31 ADVERTISING

Consultant will not use the name of JPA or the JPA or quote the opinion of any employee of JPA or the JPA or refer to JPA or the JPA directly or indirectly in any promotional literature or correspondence, news release, advertisement or release to any professional or trade publications without receiving specific written approval for such use or release from JPA. However, this paragraph will in no way limit Consultant's ability to satisfy any governmental required disclosure of its relationship with JPA.

2.32 ASSIGNMENTS

The Agreement shall be binding upon the parties hereto and their respective successor and assigns, the Consultant shall not assign the Agreement without JPA's express written consent. Any such assignment by Consultant's must contain a provision allowing JPA to assert against any assignee, any and all defenses, setoffs or counterclaims which JPA would be entitled to assert against Consultant.

2.33 MODIFICATIONS; WAIVERS

The Agreement may be modified or amended only by a writing signed by each of the parties hereto. No delay or omission of either party to exercise any right power or remedy hereunder shall be construed to waive any default or breach, or to constitute acquiescence therein. No waiver of any default or breach hereunder shall extend to or affect any subsequent default or breach or other existing default or breach.

2.34 FORCE MAJEURE

Neither JPA nor the Consultant shall be liable for any delay or failure in performance caused by and during the continuance of acts beyond such party's control, including without limitation, acts of God, war, vandalism, strikes, labor disputes, sabotage, holds harmless the Indemnified Parties from and against any and all claims, actions, suits, proceeding, costs, expenses, damages or liabilities (including attorney's fees and expenses and court costs) which any Indemnified Party may incur as a result of the actions or omissions of the Consultant, its employees or agents, while on JPA's premises or during the provision of Services wherever located. The

premises of JPA referred to in the preceding sentence shall include all space and real property owned, leased or subleased by JPA, or in which JPA has casement rights. Notwithstanding the foregoing, there shall be no indemnification hereunder by Consultant as to any Losses caused by the sole negligence or fault of the JPA. The provisions of this paragraph shall survive the termination of the Agreement. The indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under worker's compensation acts, disability benefits acts or other employee benefits acts.

2.35 ENTIRE AGREEMENT

The Agreement, the RFQ, and the Response shall constitute the entire Agreement between JPA and the Consultant relating to the Services.

2.36 PUBLIC RECORDS AND GOVERNMENT IN THE SUNSHINE LAWS

Consultant acknowledges that the JPA is subject to the Florida Public Records Law and the Government in the Sunshine Law, and that in compliance therewith, in the sole opinion of the JPA, the JPA may disseminate or make available to any person, without the consent of Consultant, information regarding or documents received in connection with this Agreement; including without limitation, information in the Response, and requirements, specifications, drawing, sketches, schematics, models, samples, tools, computer or other apparatus programs, technical information or data, whether or written or oral, furnished by Consultant to the JPA under this Agreement. Any specific information that Consultant claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Consultant on all copies furnished to JPA. JPA agrees to notify Consultant of any third-party request to view such information, but it is Consultant's obligation to obtain a court order enjoining disclosure. If Consultant fails to obtain a court order enjoining disclosure within five (5) business days of Consultant's receiving notice of the request, JPA may release the requested information. Such release shall be deemed for purposes of the Agreement to be made with Consultant's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

2.37 WAIVER OF JURY TRIAL, CONSENT TO JURISDICTION

Consultant and JPA hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any litigation based on this Agreement or arising out of, under or in connection with the Services, or any course of conduct, course of dealing, statement or actions of any party hereto. Consultant and JPA further agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought, at the option of JPA, in a court of record of the State of Florida in Duval County, or in the United States District Court for the Middle District of Florida, or in any other court of competent jurisdiction, and each party hereby consents to the jurisdiction of each may have to the laying of venue of any such suite, action or proceeding and any of such courts.

2.38 CONSULTANT REPRESENTATIONS

In submitting a Response, Consultant understands, represents, and acknowledges the following (if Consultant cannot so certify to any of following, Consultant shall submit with its Response a written explanation of why it cannot do so), which shall be on-going and continuing representation during the term of the Agreement:

- Consultant currently has no delinquent obligations to the JPA.
- The Response is submitted in good faith and without any prior or future consultation or agreement with any other respondent or potential respondent;
- To the best of the knowledge of the person signing the Response, neither the Consultant, its affiliates, subsidiaries, owners, partners, principals or officers:
 - is currently under investigation by any governmental authority for conspiracy or collusion with respect to bidding on any public contract;
 - is currently under suspension or debarment by any governmental authority in the United States;
 - has within the preceding three years been convicted of or had a civil judgment rendered against it, or is presently indicted for or otherwise criminally or civilly charged, in connection with (i) obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - has within the preceding three-year period had one or more federal, state, or local government contracts terminated for cause or default.
- Consultant is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Pursuant to section 287.135, Florida Statutes, as amended, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. [This certification applies to contracts of \$1,000,000 or more. A list of the companies can be found as a link to "PFIA Quarterly Reports" at www.sbafla.com/fsb/]
- Consultant has read and understands the RFQ terms and conditions, and the Response is submitted in conformance with those terms and conditions.
- All representations made by Consultant to JPA in connection with the RFQ have been made after a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Response.
- Consultant shall indemnify, defend, and hold harmless JPA and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Response.

- All information provided by, and representations made by, Consultant are material and important and may be relied upon by JPA in awarding the Agreement.
- Consultant is a _____ entity under the laws of the State of _____ duly organized and existing under the laws thereof, and the Consultant has taken all entity action necessary with respect to the execution, delivery and performance of its obligations under this Agreement. The officer of the Consultant who has executed and delivered this Agreement is duly authorized with respect thereto.
- Consultant is trained, knowledgeable and skilled regarding the Services to be provided hereunder, and is fully competent and capable of providing all of the Services. Where applicable, the terms “training” and “skills” used in this section include professional education and working experience. Each of the officers, employees and agents of the Consultant who will perform work under this Agreement on behalf of the Consultant meet the terms and conditions of this section.
- All work performed hereunder by Consultant shall be performed with the degree of skill and care experienced by professionals in its industry.
- All Services provided hereunder shall be fit for the purposes intended therefore by JPA, as reflected herein.
- Each of the firms listed in the Response as a SEB firm is certified as such under the City of Jacksonville Small Emerging Business Program and shall collectively be utilized in the provision of Services to the extent encouraged under this RFQ in the total billings under this Agreement (excluding costs and expenses, if any).

2.39 INSPECTION

In addition to the inspection and audit rights set forth in the RFQ, JPA or its agents (including the JPA) or employees may perform inspections of the Services at any reasonable time and at any stage of production. Such inspection or failure to inspect on any occasion shall not affect JPA’s right, or Consultant’s obligations, under warranty or other provisions of this Agreement, nor shall such inspection be deemed acceptable of Services.

2.40 COST OF DEVELOPING RFQ RESPONSE

All costs related to the preparation of Responses and any related activities are the sole responsibility of Consultant. JPA assumes no liability for any costs incurred by Consultants throughout the entire selection process.

2.41 RESPONSE OWNERSHIP

All Responses, including attachments, supplementary materials, addenda, etc., shall become property of JPA and shall not be returned to Consultant. JPA will have the right to use any and all ideas or adaptation of ideas presented in any Response. Acceptance or rejection of a Response shall not affect this right.

2.42 OWNERSHIP OF WORKS

(a) As used in Sections 2.42 and 2.43, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to JPA pursuant to the Agreement.

(b) With the exception of Consultant's pre-existing intellectual capital and third-party intellectual capital as described in Section 2.43 below, JPA shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Consultant specifically for JPA in connection with the Agreement, and derivative works relating to the foregoing. The use of these Works in any manner by JPA shall not support any claim by Consultant for additional compensation.

(c) Each Work, and any portion thereof, shall be a "work made for hire" for JPA pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Consultant specifically for other customers of Consultant or for the purpose of providing substantially similar services to other Consultant customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Consultant hereby irrevocably assigns, transfers, and conveys to JPA, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, Consultant acknowledges that JPA shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Consultant agrees to execute any documents or take any other actions as may reasonably be necessary, or as JPA may reasonably request, to perfect or evidence JPA's ownership of the Work.

2.43 INTELLECTUAL PROPERTY

(a) Consultant grants to JPA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to JPA) Consultant's intellectual property (including, without limitation, all trade secrets, patents,

copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Consultant shall secure for JPA an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Consultant shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Agreement, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service Consultant. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should JPA, or any third party obtaining such Work through JPA, use the Work or any part thereof for any purpose other than that which is specified in the Agreement, it shall be at JPA's and such third party's sole risk.

2.44 JPA'S RIGHT TO SUSPEND WORK

JPA may in its sole discretion suspend any or all activities under the Agreement by providing a written notice to Consultant at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Consultant, JPA shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Agreement in accordance with the applicable termination provisions. Suspension of work shall not entitle Consultant to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Consultant shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

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SECTION 3 SCOPE OF SERVICES
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3.0 GENERAL

The Jacksonville Port Authority (“JPA”) is seeking **Professional Civil and Structural Engineering Consulting and Design Services** for the JPA to augment and assist the Authority’s Engineering and Construction staff in performing a wide range of architectural and engineering services to support numerous projects of the Authority’s capital work program. The Authority will utilize the external Civil and Structural Engineering Consultant Firm to augment and support engineering services, on an as needed basis. Examples of the work performed, while not all inclusive, include; professional architecture and civil engineering design services and other related services as described herein required to support the Senior Director of Engineering & Construction and other JPA staff, in the planning, design, construction, rehabilitation and renovation activities pertaining to the following marine terminal facilities: **buildings, roads, bridges, paving, (including container grade pavement surfaces), asphalt, rail, drainage, sewer, environmental, geotechnical, planning, surveying services and other similar facilities or structures located at the JPA’s marine terminals.**

The Consultant Firm will provide all professional, technical, clerical, subconsultant firm and subcontracting necessary to perform the tasks assigned. The Consultant Firm will provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement, in a professional, timely and expeditious manner.

The Consultant Firm will also provide particular expertise on an “as needed” basis to augment and assist the technical experience of the JPA’s Engineering Departments staff. There is no guarantee that any or all of the services described in this RFQ will be assigned during the term of the Agreement. Further, the Consultant Firm will provide these services on a non-exclusive basis. The Authority, at its option, may elect the Consultant Firm under contract on a project by project basis or have any of the services set forth herein performed by other Consultant Firms or by the Authority’s staff. In addition, the Authority may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document.

Work task assignments normally take the form of long term on-going assignments, major project assignments; project review tasks; long term specified task; and short term specified tasks. Work will be assigned, subject to the Senior Director of Engineering & Construction approval for the Authority. The JPA reserves the right in its sole discretion to delete or terminate projects based upon the availability of project funding or other budget, permitting or project issues. The JPA further reserves the right to construct and assign any of the projects as a Design-Bid-Build or Design-Build or Request for Qualifications or Request for Quotation (RFQ’s) or a Request for Proposal (RFP) methods or combinations thereof. The Consultant Firm who has been selected to prepare the design criteria package is not eligible to render services under a Design-Build contract executed pursuant to the Design Criteria Package.

Irrespective of whether the Consultant Firm uses direct services or a subconsultant, it is understood that the JPA only has a contract with the Consultant Firm as a single firm. All subconsultants should be aware of this and unless specifically agreed to by all parties will report directly to the Consultant Firm. It is the stated intent of this RFQ to solicit SOQ's from Consultant Firms who can provide at least 50% of the services needed (measured in contract fee dollars) from within their own staff.

The exact scope of work under the contract will be determined during the life of the contract on a case-by-case, as needed basis. Individual tasks will be identified and payment schedules will be negotiated at that time. Grant of a contract pursuant to this RFQ does not guarantee any particular volume, level, or amount of work, nor shall any respondent who is granted a contract pursuant to this RFQ have an exclusive or sole right to perform the work as described in this RFQ.

The following is a description (not to be all inclusive) of scope of services to be performed by the Consultant. It is recognized that major tasks will require a more detailed description of the scope of services for that task or project.

3.01 CIVIL AND STRUCTURAL ENGINEERING - SCOPE OF SERVICES

Provide Civil and Structural Engineering Services to support the Senior Director of Engineering & Construction and other JPA staff in the planning, design, construction, rehabilitation, and renovation activities pertaining to the following improvements, facilities and structures: **buildings, roads, bridges, paving, (including container grade pavement surfaces), asphalt, rail, drainage, sewer, and other similar facilities or structures located at JPA's marine terminals.**

The Capital Project List, Attachment "I" attached to this RFQ is provided for reference purposes only and should not be considered an all-inclusive list of projects to be awarded under the Agreement. The JPA may award other projects that are substantially similar in nature to the construction, rehabilitation, and renovation activities pertaining to marine terminal facilities or structures located at JPA's marine terminals.

3.02 DESIGN ENGINEERING SERVICES

- 3.02.1 Provide engineering design activities and coordination required to undertake and develop design plans, specifications, and a complete set of bid documents for each project, in order to advertise for competitive bids. Assist with development of scope of work and preparation of data collection and due diligence. The design will normally culminate with the award of a construction contract based on competitive bids. The Consultant shall be the "Engineer of Record" for the design and shall be responsible for full and continuous support to the construction effort to explain, revise clarify or otherwise ensure the construction of their design through ultimate completion and acceptance of project by the JPA.

- 3.02.2 Ensure that all construction plans are prepared in accordance with the latest standards adopted by the JPA, state and local building codes and, where applicable, the City of Jacksonville and JEA. Coordinate with local service Consultants and stakeholders (utilities, rail, roads, municipal and state).
- 3.02.3 Provide oversight and management of work provided by subconsultants. Ensure that all construction plans are accurate, legible, complete in design, constructible, drawn to the appropriate scale, and furnished in reproducible form acceptable to the JPA.
- 3.02.4 Prepare cost estimates at the 30% and 60% levels of design, as required by JPA.
- 3.02.5 As part of the above review (at 90%), prepare comments on constructability and value engineering opportunities.
- 3.02.6 Provide an independent cost estimate of 100% plans. This will serve as the JPA's Engineers Cost Estimate (Government Estimate).
- 3.02.7 Provide constructability/bid ability reviews of 100% plans and specifications.
- 3.02.8 Upon satisfactory completion of plans, specifications, cost estimates and contract documents, advise that the contract documents and cost estimate are complete and the project is ready for construction bid advertisement.
- 3.02.9 Perform geo-technical advisory support services; as necessary on a cost reimbursable basis.
- 3.02.10 Provide geotechnical explorations, soils testing, evaluation, reports and recommendations for proposed projects
- 3.02.11 Perform surveying or surveying support services; as necessary on a cost reimbursable basis.
- 3.02.12 Provide as needed traffic studies and appropriate analysis to determine capacity, level of service, travel times, delays, turning movements, signalization, and forecast of traffic as needed on a cost reimbursable basis.
- 3.02.13 Assist in the acquisition of rights-of-way. This may involve surveying, preparing R/W plans, maps, and/or legal descriptions on a cost reimbursable basis.
- 3.02.14 Prepare appropriate planning documents, models, designs, simulations and studies including:
 - a) Analysis of traffic flows (on to terminal, last mile and regional)
 - b) Analysis of terminal and yard size requirements and terminal layouts
 - c) Analysis of gates complexes, terminals and their layouts for public safety, CBP, USCG, IT, etc. for integration requirements and design requirements.
 - d) Analysis of building layouts for public safety, CBP, USCG, public safety, CBP, USCG, etc. for IT integration requirements.
 - e) Intermodal container transfer facilities layouts (ICTF's) and rail links

- f) Analyze and determine of potential terminal densification opportunities and layouts for future utilization of RTGs, eRTGs, RMGs, ICTF yard cranes.
- g) Analysis future roadways, rails bridges, utilities requirements and layouts
- h) Port Automation
- i) Storm water master planning, modeling and alternative methods to meet regulatory requirements
- j) Update and maintain As-Built Drawings of various terminal infrastructure and utilities
- k) Analyze and update Terminal Infrastructure Master Plans for:
 - i. Auto and RO/RO
 - ii. Containers
 - iii. Cruise
 - iv. Bulk (Dry, Break, and Liquid)
 - v. Mixed Use (General or Heavy Cargo)
 - vi. LNG Facilities and Bunkering
- l) Refrigerated container (reefer) rows
- m) Security initiatives, coordination and implementation
- n) GIS interface and document management system
- o) Terminal operating system (TOS) evaluation, integration and implementation

3.03 FINANCIAL AND ACCOUNTING SUPPORT SERVICES

- 3.03.1 Work with program participants to validate program requirements and budgets.
- 3.03.2 Maintain up-to-date project accounts clearly showing expenditures to date, and remaining balances.
- 3.03.3 Update project accounts not less than once per month.
- 3.03.4 Reconcile and close out project accounts with the JPA Engineering Department each year in September at fiscal year-end.
- 3.03.5 Update, maintain and produce analyses, on an as-needed basis, related to future financial operating projections, bonding, grant submissions or other special needs of the Finance Department.

3.04 SCHEDULE SUPPORT SERVICES

- 3.04.1 Establish and maintain level one program baseline schedule using schedule E-Builder software specified by the JPA.
- 3.04.2 Prepare cash flow projections for capital projects and programs.
- 3.04.3 Through the Project Managers (PM), track and report progress of other Consultants' work.

- 3.04.4 Monitor schedule compliance and report any variances to the appropriate PM and Senior Director and/or Director.
- 3.04.5 Obtain published schedules from USACE, JPA, JTA, COJ, JEA, CSX, SJRWMD, NPS, TNC, USN, FDEP and FDOT to ensure coordination of design and construction with adjacent projects.
- 3.04.6 Develop milestone schedules of overall time and relationships authorized for the performance of services and coordinate between various entities that are to be involved in a project.

3.05 GENERAL ADMINISTRATIVE SERVICES

- 3.05.1 Utilize E-Builder software by purchasing necessary number of user licenses during the performance of the contract to; develop, implement, and maintain a document control and filing system which shall govern the distribution and file copies of all program-related correspondence, reports, plans, technical data, etc... of the Consultant. Program/project files shall be transferred to the JPA upon completion of the work or as otherwise directed by the JPA. No records will be sent to any other agency, person or firm without the specific written approval of the Senior Director of Engineering & Construction.
- 3.05.2 Upon satisfactory completion of plans, specifications, cost estimates and contract documents; Consultant will advise the JPA on the completeness of the contract documents and cost estimate and recommend whether the project should be advertised for bids.
- 3.05.3 Comply with State and Federal (DBE, SBE, MBE, and WBE) requirements as well as the City's small business (SEB) participation program.
- 3.05.4 Attend program related production meeting with JPA staff.
- 3.05.5 Provide administrative support for Project Managers.
- 3.05.6 Develop and maintain a current, complete file for JPA Design & Construction Guidelines and JPA General Requirements and Conditions documents. This will include any ongoing changes which staff or the Consultant note, due to problems or difficulties experienced in our work. Ensure, through active coordination that changes are not in technical conflict with JPA specifications.

3.06 SYSTEM REVIEW, ANNUAL REPORT AND BONDING SUPPORT

- 3.06.1 As requested, prepare reports, studies on such items as; dredge material management capacity, Security/IT systems integration, short and long term construction requirements and plans, hurricane or emergency response planning, or other requirements as needed.
- 3.06.2 As requested prepare Financial Feasibility reports.

3.07 BID SUPPORT SERVICES/VALUE ENGINEERING

- 3.07.1 Assist with developing Design-Build, CM/GC and CM at Risk projects and RFPs and Design Criteria packages for same.
- 3.07.2 Assist the Project Manager (PM) or the Engineer-of-Record (EOR) if required, in issuing, distributing and responding to technical questions via an addendum to the bid documents.
- 3.07.3 Attend pre-bid conferences, workshops and industry forums as required.
- 3.07.4 Review bid results for cost and compliance with all terms of the technical bid documents.
- 3.07.5 If requested, submit a written recommendation of the lowest responsive bid for each project for award or other action, which is in the JPA's best interest.
- 3.07.6 Assist with any post-bid protest. The Consultant may be required to provide services directly to JPA's General Counsel (typically COJ's OGC).
- 3.07.7 Assign a Certified Value Specialist (CVS), a level of certification attainable through SAVE International, qualified in value engineering of civil structural projects, to serve as the Value Engineering Team Leader.
- 3.07.8 Establish Value Engineering teams and conduct VE project reviews.

3.08 ENVIRONMENTAL, SURVEYING & RELATED SERVICES

- 3.08.1 Advise the JPA on environmental issues, primarily wetlands, permitting and site contamination and remediation.
- 3.08.2 Prepare, assist with and review Environmental Screenings, Environmental Assessments, Environmental Impact Statements, reports, documents and papers for the JPA's projects and potential property purchases.
- 3.08.3 Provide or review environmental analysis, evaluation and recommendations for potential remediation of contaminated soils and groundwater; perform or advise on contamination remediation and monitoring; perform or advise on risk assessments.
- 3.08.4 Assist the JPA with the Florida Department of Environmental Protection (FDEP) and related agencies with coordination of contamination remediation plans, permits, and reports.
- 3.08.5 Perform wetlands surveys and delineation; participate with applicable agencies in determination and negotiation of jurisdictional lines with applicable agencies (primarily the FDEP, Army Corps of Engineers (ACOE) and Saint Johns River Water Management District (SJRWMD)) and evaluate and advise the JPA on minimizing wetlands impact; determine wetlands impact from proposed projects; assist the JPA with mitigation of wetlands

impact at least practical cost and impact to the natural environment; and perform habitat surveys and evaluation.

- 3.08.6 Assist the JPA staff in negotiations with regulatory agencies for jurisdiction, area and impact limits, rule requirements and interpretations, and level of information detail required; assist JPA staff in negotiations with regulatory agencies on evaluation of wetlands, wetland functions, evaluation of habitats, evaluation of quality influences, and mitigation plans.
- 3.08.7 Prepare and submit wetlands mitigation , development and dredge and fill permits for JPA projects; coordinate with permitting agencies on behalf of the JPA.
- 3.08.8 Evaluate lands for use as wetlands mitigation; prepare plans for creation of mitigation wetlands; assist the JPA with creation of wetlands mitigation; perform wetlands vegetation planting and monitoring, submit required reports to permitting agencies, and assist the JPA staff with final closure of mitigation areas to satisfy permit requirements.
- 3.08.9 Prepare and maintain required mitigation tables and records for all JPA projects.
- 3.08.10 Identify and evaluate potential historic resource impacts by projects in the planning or preliminary design phases; perform or review archaeological surveys and cultural assessment reports; and coordinate local, state and federal historic resource agencies.
- 3.08.11 Provide emergency response for environmental matters on Port facilities and coordinate as necessary, clean-up activities.
- 3.08.12 Seek grants or other sources of funding for environmental initiatives.

3.09 SUMMARY OF SERVICES REQUIRED

- 3.09.1 The Consultant shall provide the professional services expertise necessary to fully implement the Scope of Services listed above. Each specific work assignment shall be made only after a mutually acceptable scope of service has been defined, an acceptable fee has been determined, and the Project has been authorized. The projects, cost projection, and schedule are subject to change.
- 3.09.2 The JPA will require Professional Civil Engineering Consulting and Design Services which will require services rendered in three distinct phases:
- 3.09.3 **Project Initiation:** In the first phase of each project, the Consultant will be required to respond to a "Request for Consultant Services (RFCS)", where all requirements of the project must be understood and the design objectives, codes or regulatory requirements, customer needs, budget constraints and timing are all considered. Upon complete understanding of the intended

project, the Consultant shall prepare and submit to the JPA a Project Proposal, including a complete scope of services and fee. This phase will normally culminate with a project funding commitment and an authorization to proceed into the design phase.

- 3.09.4 **Design Phase:** The design phase includes all activities and coordination required to undertake and develop the design, specifications, and a complete set of bid documents for each assignment, and assure the receipt of competitive bids. The design phase will normally culminate with the award of a construction contract based on competitive bids. The design phase will include support through the Pre-bid Conferences, the bidding process, and up to the Notice to Proceed to the Contractor, and final "as-built" wrap-up into the design documents. The Consultant shall be the "Engineer of Record" for the design and shall be responsible for full and continuous support to the construction effort to explain, revise, clarify or otherwise ensure the construction of their design through ultimate completion and acceptance of the project by the JPA.
- 3.09.5 **Services During Construction / Inspection Services:** When required by the JPA, the Consultant shall Provide Construction Management and Inspection Services for major civil and structural construction projects. The Consultant firm shall provide technical and administrative personnel qualified and capable of meeting the requirements set forth in appropriate numbers at the proper times to ensure that the responsibilities assigned under this section of the scope of services, and as otherwise assigned by the JPA.

The Consultant shall review and inspect the work of the construction contractor, review all submittal data and provide assurance to the Jacksonville Port Authority and any funding and regulatory agencies interested in the Project, that the design criteria is being satisfied. The Consultant shall be prepared to provide the services of qualified, fulltime, resident project representation when authorized.

- 3.09.6 The selected Consultant, in addition to possessing the general qualifications required to provide the professional services outlined above, shall also - where applicable provide qualified professional services to:
- A. Coordinate complex development issues associated with the Projects with community leaders, tenants, Florida Department of Transportation, the City of Jacksonville Building and Zoning Department, and Federal, State and local environmental regulatory officials to firmly establish a full understanding of the relevant issues involved by all parties.
 - B. Coordinate and develop a detailed Work Plan for the accomplishment of each assignment that adequately addresses all applicable issues. This Work Plan shall be

formulated in a manner that it presents a consensus and clearly indicates the resolution of appropriate concerns.

C. Provide competent professionals with comprehensive knowledge of construction contracting, including the ordinances and specific administrative requirements of the City of Jacksonville, the State of Florida, and federal laws and regulations. Specific expertise in construction engineering and inspection is required.

D. Provide competent professionals with specific successful experience in conflict resolution involving in particular, the resolution of disputes involving construction contractors and the ability to negotiate equitable settlements when, and if, required.

E. Provide competent professionals with comprehensive knowledge and experience in environmental and permitting activities.

F. Provide competent professionals with comprehensive knowledge and experience in community outreach and communications activities.

3.10 FORM AND TERM OF AGREEMENT

The form of Agreement, if one is to be entered, is set forth in Attachment "G", with such changes thereto as the JPA shall determine during contract negotiations. The term of the Agreement, if one is awarded, shall be for the initial period of three-years (3) years; provided however, that upon mutual agreement of both parties the contract may be renewed on a year to year basis for two (2) additional one (1) year periods. By submitting a response to this RFQ, the Proposer acknowledges that the JPA will have the right at any time, and for any reason, to terminate the contract unilaterally upon five (5) days written notice, with or without cause and without liability of any kind to proposer except as set forth in the next sentence. Payment for services rendered prior to such termination shall be made by the JPA, subject to any damages, losses or other amounts owing to the JPA by the Consultant. The foregoing termination right in this Section 3.10 shall be in addition to other JPA termination rights provided in this RFQ, including but not limited to, the JPA termination rights set forth in Sections 2.23 and 2.24 of this RFQ.

3.10.1 Compensation and Invoicing

This Section describes the methods of compensation to be made to the Consultant Firm for the services set forth in this RFQ. The services are to be provided over the duration of the work specified in the RFQ for Professional Consultant and Design Services to be provided under this Agreement by the Consultant Firm shall consist of general on-going engineering services and individual specific project assignments.

Compensation for services provided will be based on one of the following methods:

- A. Cost Plus** – Payment for services provided shall be on the basis of salary related costs consisting of the sum of salary wages, applicable overhead and payroll burden costs,

operating margin, direct reimbursable expenses and subcontracting administrative fee (as defined below).

- i. **Salary Wages** – Salary Wages are defined as the sum of all straight time payments and all overtime payments made for an employee’s services on the project. The Consultant Firm will exercise care to limit the overtime charges. Overtime hours will be charged at the same rate as straight time hours unless specifically authorized by JPA key staff or as required by law.
1. **Straight Time** – Straight time costs shall be the hourly rate paid for an employee based on forty (40) hour work week.
2. **Overtime** – Overtime costs shall be the salary costs paid for an employee for work exceeding a forty (40) hour week. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs.
3. **Straight Overtime** – Straight overtime shall be the portion of overtime compensation paid for employees at the straight time hourly rate and shall be burdened with overhead and fringe benefits.
4. **Premium Overtime** – Premium overtime costs shall be the portion of overtime compensation paid in excess of straight time hourly rate and shall not be burdened with overhead and fringe benefits.
5. **Consultant Payment and Overtime to Employees** – Straight Overtime or Premium Overtime shall be authorized in accordance with the Consultant’s Overtime policies and practices, effective on the date of execution of this Agreement. Persons eligible for premium overtime shall be paid by the Consultant for work in excess of a forty (40) hour week at a rate not less than one and one-half the actual basic rate of pay for all hours worked in excess of 40 hours in such work week. All such employees must be approved by the JPA to charge a project.
- ii. **Principal and Administrative Time** – Officer and administrative staff time directly related to the project’s productive work for the Authority shall be considered salary wages and shall be compensated as specified in this section. Principal’s must be approved by JPA prior to charging time. No time will be allowed for principals in general administration.
- iii. **Overhead and Payroll Burden Costs** – Overhead and Payroll Burden Costs (Overhead and Fringe Benefits) are computed as a percentage applied to chargeable salaries and wages of the Consultant Firm. Compensation to the Consultant Firm for Overhead shall be at the rate established in Section 9 of the proposal. Adjustments to Overhead and Fringe Benefits rate shall be made upon annual negotiation prior to the start of each year of the contract. Included in overhead are the costs of:

1. The salary costs and other compensation of officers or partners, (other than for principals subject to the provisions of ii above) except for technical or advisory services directly applicable to the project.
2. The salary costs and other compensation of employees doing general administrative work.
3. Non-productive technical salary costs and other compensation, including maintenance of staff to provide readiness to serve.
4. Rent, light, heat, water; equipment depreciation and maintenance; office supplies, reproduction of data for our internal use; general computer use; general communications expense, including local telephone calls and postage; taxes; general insurance and license fees; automotive expense and other transportation and travel expense not chargeable to specific work tasks, and other miscellaneous costs.
- iv. Operating Margin – An operating margin (profit) will be paid to the Consultant and will be based on the rates established in Section 9 of the proposal times the sum of the salary wages and overhead burden costs.
- v. Direct Reimbursable Expenses – Direct Reimbursable expenses consist of actual expenditures made by the Consultant in the interest of the project.
 1. Expenses when traveling out-of-town in connection with the project as per JPA direction in conjunction with a specific work order are reimbursed under JPA policies and rules; as are expenses and long distance calls/facsimiles; and express mailings. The cost of a change in employee's residence is only reimbursable if specifically required by JPA and the move must be approved by JPA in advance.
 2. The Consultant Firm will determine the needs for maintaining long term storage for the JPA materials, files and plans and submit a cost effective proposal for accomplishing the task. The final plan will be mutually agreed to by the JPA Senior Director of Engineering & Construction and the Consultant Firm's Project Director. This will not include storage for records on ongoing efforts or current projects which is part of overhead.
- vi. Subcontracts for services to be provided by persons other than Consultant Firm personnel - Compensation for sub consultant services shall be made on the same basis as the method described in this Section.
- vii. Subcontracting Administration – The Consultant Firm will be allowed to charge a percentage of the subcontract agreement to cover its administration and management costs associated with using the subconsultant. This charge will cover all Consultant Firm time in making arrangements for the subcontracting work including such tasks as getting quotes, negotiations, contracting and administration and management of the subcontract and is in lieu of any direct salary charges. For

tasks in excess of \$40,000, this administration fee will be negotiated. For other tasks, the amount will be 10% for those agreements up to \$2,500, and 5% for sub agreements amounts above \$2,500.

This administrative charge will also be deemed to cover all legal and insurance issues arising out of the use of the subconsultant. No direct time will be charged to the JPA in the Consultant's process of contracting with subconsultant unless specifically allowed by the JPA's Senior Director of Engineering & Construction prior to the execution of a contract with any subconsultant. However, direct time may be charged by the consultant for independent, specific technical review of sub consultant's work, if authorized by JPA staff.

- B. **Cost Plus With an Upset Limit** – Payment for services will be the same as for Cost Plus except that JPA and the CONSULTANT will have agreed to an upset limit. Unless specified differently by JPA, this method will allow the CONSULTANT to make charges as incurred until the limit is reached. The work task must still be completed with no further compensation unless JPA agrees there are changed conditions. This method will require the CONSULTANT to manage the work production to the cost limit.

- C. **Lump Sum** – Payment for services shall be based on a lump sum amount for specifically described services.

In certain cases, project assignments may be clearly defined and the JPA may choose to enter into a Lump Sum agreement. However, in many cases, project assignments may not be clearly defined and the method of payment will be Cost Plus. Unless specifically identified otherwise, assignments will be compensated with the Cost Plus method. Cost Plus compensation is the sum of salary wages and the applicable overhead costs and operating margin plus direct reimbursable expenses and subcontracting administrative costs.

3.11 TRAVEL PROCEDURE

Should travel expenses apply to the contract, all travel expenses must be in accordance with JPA's Travel Procedures and Guidelines – Attachment "H". Where there are combined funds by Federal and State agencies, the more restrictive limitations shall apply. Airline travel reservations must be made at the least expensive coach fare. If travel is allowed reimbursement will be represented with a Not to Exceed travel expense line item on the Bid/Proposal Form. Travel allowance is based on receipts for airfare, meals, lodging, rental car, fuel, etc. No mark-up is allowed on this line item. Any monies remaining at contract completion will belong to the JPA. All requests for expense reimbursement will be submitted with receipts and sufficient detail to allow the JPA to determine accuracy of the charges. All travel expenses will be reimbursed in accordance with JPA's per diem allowances, and other expenses will be reimbursed at actual cost. Meals will be based on the per diem rate referenced in JPA's travel policy. Failure to include monthly activity report with an invoice will cause delay of payment of invoice.

SECTION 4 MINIMUM REQUIREMENTS AND REQUIRED DOCUMENTATION
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4.01 INSTRUCTIONS

In order to be considered responsive to this RFQ, all Proposers' must provide the following documentation with their SOQ's. This documentation shall be included in a separate section designated "**Required Forms and Documentation**" and is not included in the SOQ page limitation - A Proposer's response that does not include this documentation will be deemed non-responsive and no further evaluation will be performed. Additionally, if the Proposer's submitted documentation does not, in the sole opinion of JPA, meet the intent of JPA's minimum requirements, the criteria will not be evaluated and the Proposer's response will be deemed non-responsive.

4.02 REQUIRED FORMS AND DOCUMENTATION**A. PRIME CONSULTANT FIRM'S CONTACT INFORMATION AND EXPERIENCE**

As a minimum requirement, the Prime Consultant Firm must have a minimum of ten (10) years of experience in Professional Civil Engineering Consulting and Design Services expertise necessary to support the JPA's Capital and Maintenance Programs in an efficient and professional manner.

Within the confines of Section 287.055, Florida Statutes, as amended, which includes proximity of Consultant Firm(s) to the Jacksonville Port Authority, it is the JPA's goal that the Consultant Firm be presently located in or about Jacksonville, Florida at the time of submitting its Proposal. Proposer must provide the following information:

1. Corporate Headquarters Address and phone number
2. Address of the office to serve the JPA and phone number
3. Certification of a minority business, if applicable.
4. Name(s), address, email and phone number of the principal-in-charge.
5. Years in business;
6. Changes in ownership
7. Has the Consultant Firm been involved in any type of litigation over the past ten (10) years, if so, provide the following information:
 - a. name the other party
 - b. alleged claim
 - c. final outcome

B. PRIME CONSULTANT FIRM REGISTRATION AND LICENSE(S)

1. Provide a current certificate as a Registered Engineer under chapter 471 to practice engineering.
2. Provide a photocopy of the firms' active registration with the Division of Corporations (www.sunbiz.org) to perform business in Florida.

- C. PRIME CONSULTANT FIRM FINANCIAL RESPONSIBILITY** - Proposer must provide the following information:
1. Form of business, i.e., proprietorship, partnership, corporation.
 2. Bank references; any other information the applicant may wish to supply to verify financial responsibility.
 3. A favorable Dunn and Bradstreet Credit Report or
 4. An audited financial statement prepared by an independent Certified Public Accountant in accordance with auditing standards issued by AICPA for the Proposer's most recently completed fiscal year.
- D. PRIME CONSULTANT FIRM - LIST OF RELEVANT EXPERIENCE AND REFERENCES** - Proposer must provide a minimum of five (5) projects and a maximum of seven (7) projects showing experience with engineering in the maritime industry or with an organization with a size similar to or larger than the JPA. Proposer must provide the following information:
1. A brief summary of the project scope
 2. Start and Completion dates
 3. Final engineering cost
 4. Final construction cost
 5. Company Name, Contact Name, Address, phone number and email address. Include at least five (5) references familiar with the work of the key personnel being proposed for the Prime Consultant Firms team.
- E. PRIMARY SUBCONSULTANT FIRM'S CONTACT INFORMATION** – Proposer must provide the following information for each of the primary sub Consultant Firms on the Prime Consultant Firm's proposed team:
1. Corporate Headquarters Address and phone number
 2. Address of the office to serve the JPA and phone number
 3. Certification of a minority business, if applicable.
 4. Name(s), address, email and phone number of the principal-in-charge.
 5. Years in business;
 6. Changes in ownership
- F. ACKNOWLEDGEMENT OF ADDENDA AND SOQ SIGNATURE PAGE – SEE ATTACHMENT "A".** - SOQ's shall be signed as indicated on Attachment "A", including 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 Authorized Representative on the SOQ must be made by an officer of the Proposer if the Proposer is a corporation, by a partner if the firm is a partnership, or by the proprietor, if the firm is a sole proprietorship.

**SECTION 5
EVALUATION CRITERIA**

5.01 INSTRUCTIONS AND EVALUATION CRITERIA

It is the sole responsibility of each proposer to address in its SOQ's each of the evaluation criteria described herein. Provide with your SOQ any other information which would be relevant to the application of the evaluation criteria to your proposal. The SOQ's received will be ranked by the Evaluation Committee on the basis of the criteria herein provided. The Evaluation Committee shall determine qualifications, interest and availability by reviewing all written responses received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected respondents that are shortlisted and determined to be best qualified based upon the evaluation of SOQ's.

The response to each criterion will be evaluated relative to other responses received and awarded a score of one (1) through the maximum points allowed. Proposers are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion.

Failure to provide adequate information on any written criterion will result in lower scores and could result in rejection of the SOQ's as non-responsive.

The evaluation criteria for each individual Category of work is set forth below.

Evaluation Criteria	Point Value
A. Personnel Qualifications And Experience	50 Points
B. Recent, Current And Projected Work Load	20 Points
C. Ability To Observe And Advise Whether Plans And Specifications Are Being Complied With, Where Applicable	10 Points
D. Past And Present Record Of Professional Accomplishments And Past Record Of Performance For Using Agencies	25 Points
E. Proximity To The Project	15 Points
F. Past And Present Demonstrated Commitment To SEB, Disadvantaged, Small And Minority And Women-Owned Businesses And Contributions Towards A Diverse Market Place	10 Points
G. An Overall Willingness To Meet Both Time And Budget Requirements For The Project	15 Points
H. Volume Of Current And Prior Work Performed For Using Agencies	5 Points
TOTAL POINTS	150 Points

5.02 SELECTION CRITERIA:

A. PERSONNEL QUALIFICATIONS AND EXPERIENCE - (50 POINTS MAXIMUM SCORE)

Provide and Organizational Chart for the Prime Consultant Firm and each Sub Consultant Firm's personnel. Provide an organizational chart delineating the Proposer's personnel responsibilities and functions associated with the Work. If applicable, this chart shall also delineate any responsibilities and functions of sub consultants and/or SEB firm(s).

The Proposer must submit an overall schedule of personnel as such exists at time of submittal. Any significant commitment of listed personnel which could conflict with their availability for the contract should be clearly expressed, including all personnel who are not locally based. Evaluation of competency criterion will include a consideration of any proposed sub Consultant Firms. Proposals must contain resumes of all initial key staff as well as key staff of sub Consultant Firms available to work on the JPA's engagement. At minimum, each resume shall present the employee's name, title, years of service with the firm, applicable professional registrations, education, work experience and years of experience in the related field. Resumes shall also identify any specialty or technical process expertise. Resumes should be no more than one (1) page in length, single sided. If more than one (1) page is submitted, only information contained on the first page will be evaluated by the JPA.

Team Members – Proposer shall provide a maximum of ten (10) resumes of the professional staff to be assigned the Work. The resumes provided shall identify the Project Principal, Project Manager, Design Engineer, QA/QC Engineer, at a minimum (collectively, the "Team Members"). Primary positions can only serve in one (1) role. Members whose resumes are submitted as a Team member must actually perform the Work unless the Consultant receives prior approval by the JPA Senior Director of Engineering & Construction. It is expected that the resumes provided represent the actual personnel expected to perform the work on projects.

Provide the name and office locations of any sub consultants proposed to be used on these services. Evaluation of competency criterion will include a consideration of any proposed sub consultants.

Provide description of Consultant's equipment and facilities, which will be used to perform these services.

Discuss briefly the extent of repeat business achieved, including magnitude of contract duration and types of work performed as related to civil engineering consulting and design.

Provide any other documentation, which the Consultant believes, documents its competency to perform the requested services.

As a minimum requirement, the Prime Consultant Firm must have a minimum of ten-years (10) to fifteen-years (15) of experience in professional Civil Engineering Consulting and Design.

CIVIL STRUCTURAL ENGINEERING CONSULTANT MINIMUM REQUIREMENTS

1. Project Principal – Must have a minimum of fifteen-years (15) of Professional Civil Structural Engineering Consulting and Design Services experience with projects of similar size and scope. Provide a photocopy of the Professional Engineer(s) current license(s) to be assigned to the contract issued by the State of Florida Department of Professional Regulation along with a current address.
2. Project Manager – Must have a minimum of ten-years (10) of Professional Civil Structural Engineering Consulting and Design Services experience, which consist of providing cooperative assistance such as studies, opinions, and civil engineering support to the Engineering's staff. Provide a photocopy of the Professional Engineer(s) current license(s) to be assigned to the contract issued by the State of Florida Department of Professional Regulation along with a current address.
3. Design Engineer – Must have a minimum of ten-years (10) of Professional Civil Structural Engineering Consulting and Design Services expertise necessary to fully implement JPA's Capital and Maintenance Programs in an efficient manner. Provide a photocopy of the Professional Engineer(s) current license(s) to be assigned to the contract issued by the State of Florida Department of Professional Regulation along with a current address.
4. QA/QC Engineer - Must have a minimum of seven-years (7) of QA/QC Civil Structural Engineering expertise with projects of similar size and scope. Provide a photocopy of the Professional Engineer(s) current license(s) to be assigned to the contract issued by the State of Florida Department of Professional Regulation along with a current address.

B. RECENT, CURRENT AND PROJECTED WORK LOAD - (20 POINTS MAXIMUM SCORE)

Provide number and size of projects currently being performed by the personnel listed on the organization chart, stage of completion of each project, an anticipated completion date. Discuss ability of lead office of the consultant firm to prosecute multiple concurrent projects and contracts given its current workload. Proposer may include charts and graphs to demonstrate the current and projected workloads of the office proposing the work and may identify or explain the method Proposer will use to adjust for any work-hour fluctuations.

C. ABILITY TO OBSERVE AND ADVISE WHETHER PLANS AND SPECIFICATIONS ARE BEING COMPLIED WITH, WHERE APPLICABLE - (10 POINTS MAXIMUM SCORE)

Describe ability and experience of Consultant Firm and assigned personnel in observing and monitoring construction projects, ensuring that construction is proceeding in accordance with the plans and specifications, and other construction phase services. Evaluation of this criterion

will also consider the Consultant Firm's ability to interpret specifications as evidenced by the preparation of a response to this RFQ.

D. PAST AND PRESENT RECORD OF PROFESSIONAL ACCOMPLISHMENTS AND PAST RECORD OF PERFORMANCE FOR PROJECTS OF SIMILAR SCOPE FOR USING AGENCIES - (25 POINTS MAXIMUM SCORE)

Provide information on completed projects similar in scope to projects under consideration previously performed by Consultant Firm with references to include owner's contact person with their contact information. Describe any outstanding accomplishments of the Consultant Firm that relate to the specific services being sought. Submit any letters of commendation or awards which reflect the professional accomplishments of the Consultant Firm. List only those projects where the Consultant Firm was the prime Consultant Firm (not a sub Consultant Firm).

Responding to this evaluation criterion necessitates that proposers include statements of their past and present record of professional accomplishments or performance:

- (i) on projects undertaken for the Jacksonville Port Authority as well as all of the "Independent Authorities" for the City of Jacksonville, and other "using agencies" of the City of Jacksonville, which is defined in the Jacksonville Ordinance Code as "a department, division, office, board, agency, commission or other unit of the City and any independent agency required by law or voluntarily requesting to utilize services of the (Procurement) Department;" and
- (ii) on projects undertaken with others that are similar in nature to the size and scope of professional services and / or work required for the project solicitation herein. Respondents are requested to state with specificity whether or not, within the past five years, they have provided the scope of services contemplated herein.
- (iii) List only those projects where the Consultant was the prime Consultant (not a subconsultant).
- (iv) Provide a self-assessment of the Consultant's performance on each project, including type of work performed as it relates to JPA's requirements.

E. PROXIMITY TO THE PROJECT - (15 POINTS MAXIMUM SCORE)

Disclose location of the Consultant Firm's corporate headquarters. If Consultant Firm's corporate headquarters are located in Jacksonville, (which, for purposes of this RFQ is deemed to include NE Florida and surrounding counties of Clay, St. John's, Nassau, and Putnam), no further information is required under this criterion and maximum points will be awarded.

If Consultant Firm's corporate headquarters are not located in Jacksonville, please indicate whether Consultant Firm maintains a branch office in Jacksonville. If so, please indicate how long the Jacksonville branch office has been in continuous existence and the number of qualifying employees that are expected to perform services on the contract are currently assigned to the branch office. (Note: Qualifying employees are those who are assigned to the

Jacksonville branch office and have lived in the Jacksonville area for the previous twelve (12) months). Consultant Firm shall submit a proposed staffing plan for the local office in their response to the RFQ.

If the Consultant Firm's corporate headquarters are not located in Jacksonville and Consultant Firm does not maintain a Jacksonville branch office, the response should so clearly state. Minimum points will be awarded in this criterion in this instance. The selected Consultant Firm will be required to verify its location by furnishing, prior to execution of an Agreement for professional services, a photo-copy of a current Occupational License issued by the Tax Collector of Duval County.

A local office is not required in order to respond to this RFQ, but one must be established prior to execution of a contract and a proposed local office staffing plan (cross referenced to key resumes include in Criteria "A") must be provided in the Consultant Firm's response. If no staffing plan is provided, the resulting score will be zero.

F. PAST AND PRESENT DEMONSTRATED COMMITMENT TO SEB, DBE, SBE, MBE AND WBE BUSINESSES AND CONTRIBUTIONS TOWARD A DIVERSE MARKET PLACE - (10 POINTS MAXIMUM SCORE)

This evaluation criterion is intended to solicit responses from proposers that indicate their past and present commitment to the Small Emerging Business (SEB), Disadvantaged Business Enterprises (DBE), Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) programs. More specifically, responses to this evaluation criterion should include, without limitation, statements that document the proposer's:

1. Commitment to diversity among the directors, officers, members and/or employees that make up its firm;
2. Commitment to diversity within its community and beyond;
3. Past and present commitment to and/or utilization of SEB's, DBE's, SBE's, MBE's and WBE's.
4. Future commitment and administrative requirements to these programs in reference to this SOQ.
 - (a) Indicate Consultant Firms Team and/or Sub Consultant Firm's certifications for listed programs that apply.
 - (b) Provide Sub Consultant Firm contract language to be utilized.
 - (c) Provide the administrative procedures that your firm will utilize to ensure maximum participation and reporting as it relates to these programs.

Consultant Firm shall also disclose its anticipated Small Emerging Business participation as part of this Criterion.

G. AN OVERALL WILLINGNESS TO MEET BOTH TIME AND BUDGET REQUIREMENTS FOR THE PROJECT - (15 POINTS MAXIMUM SCORE)

In an effort to remain consistent with Chapter 287, Florida Statutes, responding to this evaluation criterion necessitates that the Consultant Firm include statements and references demonstrating that the Consultant met both time and budget requirements on projects of similar size and scope that were completed by the Consultant within the past five-years (5) and that the Consultant is meeting both time and budget requirements on projects of similar size and scope that are currently being performed by the Consultant.

As part of its response to this evaluation criterion, the Consultant:

1. must submit an expressed statement of its overall willingness to meet both time and budget requirements for the project in question; and
2. should submit, without limitation, project narratives, schedules, cost and fee summaries and owner references for any Reference Projects.

H. THE VOLUME OF CURRENT AND PRIOR WORK PERFORMED FOR USING AGENCIES SHALL BE CONSIDERED A MINUS FACTOR, WITH THE OBJECTIVE OF EFFECTING AN EQUITABLE DISTRIBUTION OF CONTRACTS AMONG QUALIFIED FIRMS, PROVIDED SUCH DISTRIBUTION DOES NOT VIOLATE THE PRINCIPLE OF SELECTION OF THE MOST HIGHLY QUALIFIED FIRMS - (5 POINTS MAXIMUM SCORE)

The volume of current and prior work performed for using agencies shall be considered a minus factor, with the objective of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

Submit a list of all local JPA projects on which Prime Consultant Firm and sub Consultant Firms have been awarded fees during the past five (5) fiscal years. Include only those in which Consultant Firm was the prime Consultant Firm (do not delete fees paid to sub Consultant Firms or others). Such list shall include work for the City of Jacksonville and each of the “Independent Authorities”, as well as all other “using agencies” of the City of Jacksonville, which is defined in the Jacksonville Ordinance Code as “a department, division, office, board, agency, commission or other unit of the City and any independent agency required by law or voluntarily requesting to utilize services of the (Procurement) Department.” Form(s) are not included in page limitation.

If the Proposer / Prime Consultant Firm and sub Consultant Firms have not performed work for any of these agencies during the past five (5) years, the response should so clearly state. 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.

5.03 EVALUATION OF STATEMENTS OF QUALIFICATIONS

Following the receipt of SOQ’s, the JPA’s Director of Procurement Services will conduct a review to assure that each SOQ is responsive and meets the minimum requirement of this RFQ.

SOQ's deemed unresponsive will be returned to the Proposer with a brief explanation of the reason for rejection.

Following the initial screening, the Director of Procurement & Contract Services will convene the members of the Evaluation Committee that will each independently evaluate and rank each SOQ in accordance with the Evaluation Criteria contained in Section V of this RFQ.

Each Evaluation Criterion will have a value from one to the maximum point value noted for that criterion. The total of a perfect score for the Evaluation Criteria would equal 150 points. At the JPA's discretion, a limited number of Proposers may be invited to make oral presentations/interview prior to final selection. Such presentations/interviews will be scheduled at the JPA's convenience. The JPA will not be liable for any costs incurred in connection with such oral presentations/interviews. The JPA is not required to contact a Proposer to obtain additional information to evaluate the Proposal.

The JPA will make an award based on a proposer's ability to meet both entities needs and requirements, based on the Bid Evaluation Criteria as shown on Section 5.01 and 5.02 of this RFQ. 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 Section 5.01 and 5.02.

It is the intent of the JPA to award this Agreement to the Consultant Firm, which, in our sole opinion, is the most qualified and capable of providing the best overall service consistent with the goals and objectives of the JPA and in accordance with 287.055., Florida Statutes, as amended.

ACKNOWLEDGMENT OF ADDENDA AND STATEMENT OF QUALIFICATIONS
SIGNATURE PAGE

Acknowledgment of the following addenda is hereby made for each Addendum received in connection with this RFQ:

Addendum No. 1, Dated _____ Initials _____

Addendum No. 2, Dated _____ Initials _____

Addendum No. 3, Dated _____ Initials _____

Addendum No. 4, Dated _____ Initials _____

SOQ's shall be signed below; including 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 Authorized Representative on the SOQ must be made by an officer of the Proposer if the Proposer is a corporation, by a partner if the firm is a partnership, or by the proprietor, if the firm is a sole proprietorship.

Company Name

Signature

Date

Name and Title of Signatory

NOTARY STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by (name of person making statement).

_____ (Signature of Notary Public)

(NOTARY SEAL)

_____ (Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CONFLICT OF INTEREST CERTIFICATE

Proposer must execute either Section I or Sections II and III, hereunder, as required by Chapter 112 of the Florida Statutes. Failure to execute either Section I or Section II and Section III may result in the rejection of this bid / proposal.

SECTION I

I hereby certify that no public officer or employee of the Jacksonville Port Authority (The JPA) has a material financial interest or any business entity of which the officer, director or employee of the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the official's, director's or employee's spouse or child, or any combination of them, has a material interest in this contract.

"Material Interest" means direct or indirect ownership of more than 10 percent of the total assets or capital stock of any business entity.

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

Date

CONFLICT OF INTEREST CERTIFICATE

SECTION II

I hereby certify that the following named public official(s) and/or the JPA employee(s) having material financial interest(s) (in excess of 10%) in this company have each filed Section III (Public Official Disclosure) with the Jacksonville Port Authority, Office of the Chief Executive Officer, 2831 Talleyrand Avenue, Jacksonville, Florida 32206-0005 prior to the time of bid opening.

Name	Title or Position	Date of Public Official Disclosure Filing

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

Date

CONFLICT OF INTEREST CERTIFICATE

SECTION III (PUBLIC OFFICIAL DISCLOSURE)

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

Public Official Signature: _____

Public Official Name: _____

Public Position Held: _____

Position or Relationship with Bidder: _____

Date: _____

**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:
- A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

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

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

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

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The applicant certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant Firm, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant Firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Consultant Firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under loans, and cooperative agreements) and that all sub-recipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, UPS Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

Date

ARTICLE V

**JAXPORT PROCUREMENT GOALS
SMALL AND EMERGING BUSINESS (SEB)
GOALS, CONDITIONS AND INSTRUCTIONS**

5.01 CALCULATION OF SEB PARTICIPATION

The following percentages will be applied in calculating SEB participation:

- a. Contractor or SubContractor: 100 percent for work actually performed for this project by SEB Suppliers.
- b. Services: 100 percent for services actually performed by provided the fee is determined by JAXPORT to be reasonable and not excessive.
- c. Manufacturer: 100 percent of the cost for materials and supplies acquired for this contract and obtained from a SEB manufacturer.
- d. Supplier: 100 percent of the cost for materials and supplies acquired for this contract and obtained from a SEB supplier.

5.02 CERTIFICATION

Firms desiring to participate as SEB on Jacksonville Port Authority's projects or contracts **must** be duly certified by the City of Jacksonville (COJ) and listed in the JSEB Directory of certified firms. Firms may also be certified by the US Small Business Administration as a small, minority, or women owned business. These firms must be listed in the Small Business Administration directory of certified firms using the Dynamic Small Business Search (www.ccr.gov) Additionally, MBE's/WBE's registered with Minority Business Development of the Department of Commerce may be utilized in this project due to government funds. Lastly, certification by the Florida Department of Transportation as a DBE firm is also acceptable. Any SEB firm not duly certified as set forth above prior to the bid opening date or prior to the award, may not be used to meet the SEB requirements of the Authority.

5.03 COMPLIANCE

All bidders, potential Contractors or SubContractors participating in this project are hereby notified that the successful Contractor's SEB Contractors and Contractors will be incorporated into the Contract Documents. Failure to continue to fully comply with the Jacksonville Port Authority's SEB policy as set forth herein shall constitute a **breach of contract** which may result in termination of the contract or such other remedy as deemed appropriate by the Owner.

5.04 CONTRACT AWARD

The Owner proposes to award the contract to the most responsive and responsible bidder submitting a responsible bid provided the bidder has met the goals for SEB participation, or if failing to meet the goals, the bidder made an acceptable good faith effort to meet the SEB Participation Goals as established in Section 5.10, below. Bidders are advised that the Owner has sole authority to determine if any bidder has made sufficient effort toward meeting SEB goals to qualify for contract award and to make an award in the best interest of JAXPORT. The Owner reserves the right to reject any or all bids submitted.

5.05 SEB Agencies

The following is a list of agencies/offices which may be contacted by prospective bidders to obtain names, addresses, specialties and other information concerning availability of JSEB/MBE/WBE/DBE/SBA's in the local area. **NOTE:** Firms listed with these agencies do not guarantee they are automatically accepted by the Jacksonville Port Authority. Contractors are urged to verify JSEB/MBE/WBE/DBE/SBA's are holding a current

ATTACHMENT "E"

and valid certification by either one of the government entities listed below. Contractors may contact JAXPORT's Procurement Department for confirmation of SEB companies prior to submitting a bid.

City of Jacksonville
Equal Business Opportunity Office
214 North Hogan Street, Suite 800
Jacksonville, Florida 32202
(904) 255-8840
www.coj.net

US Small Business Administration
North Florida District Office
7825 Baymeadows Way, Suite 100-B
Jacksonville, Florida 32256
(904) 443-1930
http://web.sba.gov/pro-net/search/dsp_dsbs.cfm

Minority Business Development Agency
Miami District Office
51 Southwest, 1st Avenue
Miami, Florida 33130
(786) 315-0888
www.mbda.gov

Jacksonville Transportation Authority
Disadvantaged Business Enterprise Program
P.O. Drawer "O"
100 N. Myrtle Avenue
Jacksonville, Florida 32203
(904) 598-8728
www.jtafla.com

Florida Department of Transportation
Equal Opportunity Office
605 Suwannee Street MS 65
Tallahassee, Florida 32399-0450
<http://www.dot.state.fl.us>

5.06 DEFINITIONS

- a. **Jacksonville Small and Emerging Business Enterprise (JSEB).** JSEB means a for profit business as defined in the City of Jacksonville's Small and Emerging Business Enterprise program that was established in part due to Jacksonville City Council Ordinance 2004-602-E, as codified in Jacksonville Municipal Ordinance Code Chapter 126 Section 6. MBE under the JSEB program means a certified firm that meets the JSEB requirements and that at least one of the following categories applies to the qualifying owner(s): (i) Black/African American; (ii) Hispanic American; (iii) Native American; (iv) Asian American; or (v) woman.
- b. **Minority/Women Business Enterprise (MBE/WBE).** A for-profit small business concern that performs a commercially useful function and is legitimately owned and controlled by minorities or women (as described by the Minority Business Development Agency of the Department of Commerce).
- c. **SBA Certified Firm-** A firm owned and operated by socially and economically disadvantaged individuals and eligible to receive federal contracts under the Small Business Administration's 8(a) Business Development Program.

Control: Whether the JSEB/ MBE/WBE is listed as a sole proprietor or corporation with at least 51 percent ownership, they shall possess the power to direct or cause the direction of the management and policies of the firm, and to make the day-to-day as well as major decisions on matters of management, policy and operations.

- d. **Disadvantaged Business Enterprise (DBE)** – A firm certified by the Florida Department of Transportation (FDOT) or any local FDOT Agency such as JTA or JAA.

Participation Categories as listed on Form 1 – SEB Schedule of Participation

- (1) **SubContractor:** SubContractor means any SEB capable of furnishing to the General (Prime) Contractor labor, materials, supplies, equipment, transportation, management or supervision necessary for the accomplishment of the work under this contract.
- (2) **Manufacturer:** Manufacturer means a firm that operates or maintains a factory or establishment that produces on its premises the materials or supplies obtained by the Contractor for incorporation into the project.
- (3) **Supplier:** Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for this contract are brought, kept in stock and regularly sold to the public in the usual course of business. To be a supplier, the SEB must engage in, as its principal business, and in its own name the purchase and sale of the products in question. A supplier of such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution of the products. Brokers and packagers shall not be regarded as suppliers within the meaning of this Section.
- (4) **Services:** Services means a business or individual that performs the following:

The furnishing of labor, time, or effort to a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include services provided pursuant to employment agreements or collective bargaining agreements.

5.07 ELIGIBILITY

- a. To be considered eligible for contract award, the Contractor must include with the bid/proposal an original notarized copy of **SEB Form 1**, showing:
 - (1) Total percentage of SEB work or procurement that the Prime Contractor intends to award.
 - (2) The identification of the SEB as being a SubContractor, service organization, manufacturer, or supplier.
 - (3) The quoted price of each JSEB/MBE/WBE/DBE/SBA.
 - (4) The percentage of the SEB price in comparison to the bid price quoted by the Prime Contractor.
- b. Within **48** hours following the Bid Opening, the apparent low conforming bidder shall submit to the Owner, completed and signed:
 - (1) A **SEB Form 2** (SEB Certified Participant Identification Affidavit).
 - (2) A **SEB Form 3** (SEB Letter of Intent to Perform) for each firm listed in the Schedule of SEB Participation (SEB Form 1).
 - (3) Information and commitments presented on the latter forms shall be consistent with SEB Form 1, as submitted with the bid.
- c. In the event that the Prime Contractor is unable to obtain bids from SEB SubContractors that equal or exceed the percentages established in the Participation Goals, he shall include a notarized copy of SEB

Form 4 with supporting written documentary evidence which indicates that the goals could not be met for the following reasons:

- (1) None of the SEB bids received was a low conforming bid.
- (2) No SEB bids were received. It must be shown that good faith efforts, as stated under Section 5.10 below, were made by the bidder to obtain JSEB/MBE/WBE/DBE/SBA's and that they did not respond.
- (3) The SEB bids that were received and accepted did not total the required percentages stated in the Participation Goals, but totaled, a lesser percentage, or
- (4) No bidders were able to obtain SEB participation.

The Authority may, if it deems advisable, request further information, explanation, or justification from any bidder. Failure to provide the required information in the manner indicated may constitute an incomplete, unresponsive and ineligible bid.

5.08 EVIDENCE OF SATISFACTORY GOOD FAITH EFFORT

Bidders that fail to meet the participation goals shall be required to submit in writing additional information to assist the owner in determining if the Contractor made acceptable good faith efforts to meet the goals. Failure to provide such additional information as may be reasonably required by the owner may be considered grounds for rejection of the bid as nonconforming.

5.09 EXCLUSIONARY AGREEMENTS

Agreements between any bidder and a SEB in which the SEB promises not to provide subcontracting quotations to other bidders are prohibited.

5.10 GOOD FAITH CRITERIA

Bidders who fail to meet the stated SEB participation goals set forth in Section “5.13” are required to submit in writing with their bid all efforts that would demonstrate a “Good Faith Effort” in the solicitation of SubContractors to meet the SEB participation goals on this project. The following categories, without limitation, will be utilized in considering Good Faith Efforts:

- a. Whether the Contractor attended any pre-solicitation or pre-bid meetings that were scheduled to inform JSEB/MBE/WBE/DBE/SBA's of contracting and subcontracting opportunities;
- b. Whether the Contractor advertised in **at least two** general circulation trade association, and small business focused media concerning the subcontracting opportunities;
- c. Whether the Contractor followed up initial of interest by contacting JSEB/MBE/WBE/DBE/SBA's to determine with certainty whether the JSEB/MBE/WBE/DBE/SBA's were interested in participating in the project (**via certified mail, hand delivery, or confirmed facsimile**);
- d. Whether the Contractor selected portions of the work to be performed by JSEB/MBE/WBE/DBE/SBA's in order to increase the likelihood of meeting the SEB goals (including where appropriate, breaking down contracts into economically feasible units to facilitate SEB participation) **and provide a copy of those portions selected**;
- e. Whether the Contractor provided interested JSEB/MBE/WBE/DBE/SBA's with adequate information about the plans, specifications, and requirements of the contract (**Each Contractor must post plans and specifications on their website and make those plans and specifications readily available at their business location**);
- f. Whether the Contractor negotiated in good faith with interested JSEB/MBE/WBE/DBE/SBA's not rejecting JSEB/MBE/WBE/DBE/SBA's as unqualified without sound reasons based on a thorough investigation of their capabilities (**Each Contractor must provide a list of all rejected JSEB/MBE/WBE/DBE/SBA's along with specific reasons for rejection**);

- g. Whether the Contractor made efforts to assist interested JSEB/MBE/WBE/DBE/SBA's in obtaining bonding, lines of credit or insurance required by the Contractor **(All efforts must be submitted in writing)**;
- h. Whether Contractor sought or used the services of available JSEB/MBE/WBE/DBE/SBA's community organizations, minority Contractor groups, local, State and Federal Minority Business Assistance Offices and other organizations that provide assistance in the recruitment and placement of JSEB/MBE/WBE/DBE/SBA's (including whether a **Contractor contacted in writing at least three contacts made with organizations that provided assistance with recruitment and placement of SEB Firms**); and
- i. **NOTE:** Good Faith Efforts must be indicated where appropriate. JAXPORT will investigate and verify information submitted in determining Good Faith Effort including in its sole discretion, seeking **additional information that is probative of whether the good faith efforts requirements were met.**

5.11 SEBMONTHLY REPORT (FORM 5)

Contractors participating in the SEB program shall complete and submit a summary of actual SEB participation using SEB Form 5. A completed monthly report (Form 5) will be included with each pay request. Contractors are required to maintain records of the SEB summaries for three (3) years.

5.12 SEBOBLIGATION

Bidders are required to make all efforts reasonably necessary to ensure that SEB have a full and fair opportunity to compete for performance on this project. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

5.13 PARTICIPATION GOALS

The SEB Participation Goal stated below has been determined by JAXPORT to be reasonable. Submission of a bid by a prospective Contractor shall constitute full acceptance of all SEB goals and conditions outlined in this bid specification.

The attainment of the Participation Goal must be measured as a percentage of the total dollar value of the Contractor's bid.

The Authority has determined that the SEB participation is six percent (6%) SEB for this project. SEB participation in the specified percentage must be met in order to satisfy this requirement, or good faith efforts submitted to demonstrate why the goal could not be achieved, in accordance with Section 5.10, above.

DESIGNATED SEB-CATEGORIES

This project has been designated for the competitions of:

- African American Business Enterprises (AA)
- Women Business Enterprises (WBE)
- Hispanic, Asian or Native American Business Enterprises (HANA)
- Any combination of JSEBs/MBEs/WBEs/DBEs/SBA

5.14 POLICY

It is the official policy of the Jacksonville Port Authority to require the inclusion of firms owned and controlled by JSEB/MBE/WBE/DBE/SBA's in contract awards and projects whenever feasible. This policy is consistent with the JAXPORT Charter, mandate of the United States Department of Justice, as set out in Title 28 of the Code of

Federal Regulations at Part 66 and 70, which requires owners to provide the fullest possible opportunities for contract participation to JSEB/MBE/WBE/DBE/SBA's.

5.15 POST AWARD REQUIREMENTS

- a. After award of the contract, failure on the part of the successful Contractor to employ JSEB/MBE/WBE/DBE/SBA's at a percentage level equal to or higher than stated on SEB Form 1, shall constitute a contractual default and may be grounds for termination.
- b. Nothing contained herein shall be construed to require a General (Prime) Contractor to award a subcontract bid to a SEB if it is not the lowest conforming bid.
- c. Prime Contractors shall be obligated to pay SEB SubContractors within three days of receipt from the JAXPORT funds, and must confirm payment to JAXPORT. SubContractors will be notified by the JAXPORT when a payment application from a prime Contractor has been submitted reflecting work performed by a SEB SubContractor.

5.16 SUBCONTRACT CLAUSE

All bidders and potential Contractors hereby agree to incorporate this SEB participation, policy, goals, conditions and instructions in all agreements that offer further subcontracting opportunities.

If a change order presents further subcontracting opportunity beyond current subcontracting, the prime Contractor should make positive efforts to further include SEB participation.

The SEB Contractor shall perform at least 25% of the total amount of the work to be performed under this Contract with its own workforce. Subletting of any work under this contract shall not relieve the SEB Contractor of its full responsibility for the proper and timely performance and for its selection of SubContractor (s).

5.17 SUBSTITUTIONS

In the event the successful Contractor wishes to make a substitution of a SEB SubContractor, the bidder must:

- a. Submit satisfactory written proof of "noncompliance" to the JSEB/MBE/WBE/DBE/SBA. (The term "noncompliance" is defined as facts and circumstances that substantially demonstrate a material breach by the SubContractor of the contract or oral agreement between it and the successful bidder).
- b. Not make any substitutions until all information submitted has been reviewed and approved by the Small & Emerging Business Coordinator.
- c. Substitute a certified SEB performing the same work as the SubContractor being replaced.
- d. Not contract for an amount lower than the amount submitted by the SubContractor being replaced.

5.18 REQUEST FOR SUBSTITUTION

All requests for changes or substitutions of the SEB SubContractors named in the Schedule of Participation shall be made to the Small & Emerging Business Coordinator in writing, and shall clearly and fully set forth the basis for the request. A Contractor shall not substitute or perform the work designated for a SubContractor with its own until the Small & Emerging Business Coordinator approves such substitution in writing.

JACKSONVILLE PORT AUTHORITY
 "Schedule of SubContractor/Sub-Contractor Participation"

Name of Bidder: _____

Project Title: _____

BID Number: _____

TOTAL BASED BID AMOUNT: _____

****Please list all JSEB/MBE/WBE/DBE/SBA's first**

NAME SUB FIRM CONTRACT PERCENTAGE	ADDRESS OF FIRM	TYPE SUB (JSEB/MBE/WBE/DBE/SBA)	TYPE OF WORK TO BE PERFORMED	TOTAL VALUE & \$\$
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

CONTRACTOR/SUBCONTRACTOR/SUPPLIER TOTAL VALUES		
Hispanic, Asian-American Participation Total Values:	\$ _____	% of contract
African-American Participation Total Value:	\$ _____	% of contract
Native-American Participation Total Value:	\$ _____	% of contract
Woman Participation Total Value:	\$ _____	% of contract
Other Socially and Economically Disadvantaged Individual Including JSEB	\$ _____	% of contract

The undersigned will enter into a formal Agreement with the SEB Suppliers/Contractors/SubContractors identified herein for work listed in this scheduled conditioned upon execution of a contract with JAXPORT. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature: _____ Title: _____ Date: _____

Print Name: _____

Sworn to and subscribed before me, this _____ day of _____, 20 _____

NOTARY PUBLIC STATE OF: _____

MY COMMISSION EXPIRES: _____

PRINTED, TYPED OR STAMPED
 COMMISSIONED NAME OF NOTARY PUBLIC

JACKSONVILLE PORT AUTHORITY
CERTIFIED SEB PARTICIPANT
"IDENTIFICATION AFFIDAVIT"

STATE OF _____ COUNTY OF _____

I hereby declare and affirm that I am the _____
(Title: Owner, President, etc.)

And duly authorized representative of _____
(Name of Firm)

Whose address is _____

I hereby declare and affirm that **I am a CERTIFIED SEB** as defined by the contract documents for this Proposal # _____, and that I will provide information to document this fact. This firm is interested in quoting/bidding on the following work being procured by the JAXPORT under this proposal.

Specify whether participation is as a SubContractor, Supplier, Manufacturer or Service

Specify % of Contract SEB firm will receive: _____ %

Specify Quote or Bid Amount: \$ _____

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE FIRM TO MAKE THIS AFFIDAVIT.

(Date) _____ (Affiant) _____

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

OR produced identification _____ Notary Public-State of _____

_____ My commission expires _____
(Type of identification)

(Printed, typed or stamped
Commissioned name of Notary Public)

The Contractor must submit (1) one form completely filled out for each individual SEB participant.

JACKSONVILLE PORT AUTHORITY
"LETTER OF INTENT TO PERFORM"

TO: _____
(Name of General Contractor / Proposer)

JAXPORT PROJECT TITLE: _____ NO.: _____

The undersigned intends to perform work in connection with the above Project as (Check one):

_____ An individual _____ a corporation
_____ A partnership _____ a joint-venture

SEB GROUP STATUS:

_____ African American _____ Hispanic, Asian, or Native American
_____ Women Business Owner _____ Other socially disadvantaged individual
Including JSEB

I, undersigned, understand that the price below is a representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to the status of the undersigned is confirmed on the attached SEB Contractor Identification Affidavit.

Specify in detail, work items or parts thereof to be performed:

At the following price; \$ _____
_____ % of the total dollar value of this subcontract will be sublet and or awarded to non-minority SubContractors.

The undersigned agrees to enter into a contract with you to perform as a SubContractor on work for which you have been awarded.

_____ (Date) _____ (Telephone) _____ (Name of **Certified** SEB SubContractor)

_____ (Firm Address) By: _____ (Signature)

_____ (City and State) Name: _____ (Typed)

Title: _____

The Contractor must submit (1) one form completely filled out for each individual SEB participant.

JACKSONVILLE PORT AUTHORITY
 CERTIFIED SEB"UNAVAILABILITY" CERTIFICATION

I, _____, _____
 (Name) (Title)

of _____, certify that on the dates below, I invited the following
CERTIFIED DBE/WJE(s) to propose work items to be performed on JAXPORT Proposal.

Date of Request (Y/N)	Name of CERTIFIED JSEB/MBE/WBE/DBE/SBA(s) Firm	Response
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The following submitted proposals that were not acceptable:

Name of CERTIFIED JSEB/MBE/WBE/DBE/SBA(s)	Reason for Unacceptability
_____	_____
_____	_____
_____	_____

Date: _____ By: _____
 (Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR produced identification _____ Notary Public-State of _____

_____ My commission expires _____
 (Type of identification)

 (Printed, typed or stamped commissioned name of
 Notary Public)

JACKSONVILLE PORT AUTHORITY
CONTRACTOR'S "MONTHLY REPORT"

PRIME CONTRACTOR NAME: _____ PROJECT TITLE: _____
 PROFESSIONAL SERVICES NO.: _____ - OR - BID NO: _____
 CURRENT CONTRACT TOTAL AMOUNT \$ _____ CONTRACT NO. : _____

INVOICE INFORMATION

INVOICE NO.: _____ CURRENT INVOICE \$: _____
 FOR PERIOD ENDING DATE: _____ CUMULATIVE INVOICED \$: _____
 CONTRACT % COMPLETE: _____

CONTRACT GOAL TRACKING

SEBGOAL \$: _____ <i>PRIOR MONTH</i> CUMULATIVE JSEB/MBE/WBE/DBE/SBA\$: _____ <i>PRIOR MONTH</i> CUMULATIVE NON- JSEB/MBE/WBE/DBE/SBA\$: _____ CUMULATIVE JSEB/MBE/WBE/DBE/SBA\$: _____ CUMULATIVE NON- JSEB/MBE/WBE/DBE/SBA\$: _____	SEBGOAL % : _____ <i>FORMULA FOR CURRENT MONTH %:</i> CUMULATIVE \$ / CUMULATIVE \$ INVOICED CUMULATIVE JSEB/MBE/WBE/DBE/SBA% : _____ CUMULATIVE NON- JSEB/MBE/WBE/DBE/SBA% : _____
---	---

SEBSUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	JSEB/MBE/WBE/DBE/SBATYPER ¹	TYPE OF WORK ²	\$ THIS PAYMENT
TOTAL					

¹ SEB TYPES:

AA: African American; **WBE:** Woman; **HANA:** Hispanic, Asian, Native American; **OTHER:** Economically or Socially;

²**TYPE OF WORK:** Examples: Catering, Clerical, Consulting, Engineering, Hauling, Janitorial, Masonry, Site Clearing, Technical Support

Notes:

1. THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT.
2. Contractor shall attach to this form a typewritten explanation of any differences in SEB participation from original contract commitment.

The undersigned hereby affirms and declares that the above listed firm(s) were actually employed in the performance of work services under this contract, and further that each such firm earned and has been paid the stated amounts for their respective efforts.

Sworn to and subscribed before me on this _____ day of _____ 20__

Signature _____
 Name (printed): _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

DBE POLICY AND OBLIGATION:

- a. It is the policy of JAXPORT that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with FDOT funds under this contract. The DBE requirements of applicable federal and state laws and regulations apply to this contract. JAXPORT and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this contract. In this regard, all contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to perform contracts. JAXPORT’s contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this contract.

- b. **DBE UTILIZATION** – The Department of Transportation (DOT) began its race neutral DBE program on January 1, 2000. Contract specific goals are not placed on State/Federal contracts; however, the DOT has an overall 10.5% goal it must achieve. JAXPORT has adopted the DOT’s DBE Program goal. The DBE participation goal for this contract is 0%; however, DBE participation is strongly encouraged . Further information about the DOT’s DBE Program goal can be found at: www.dot.state.fl.us/equalopportunityoffice/.

JAXPORT will be monitoring potential or anticipated DBE utilization for contracts. When the low bidder executes the contract, information will be requested of the contractor's anticipated DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's Voluntary DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

FDOT’s search engine for the business directory can be found at: <https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>

c. **CONTRACT ASSURANCE** – The Contractor, Subrecipient or Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department-assisted contracts. Failure of the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as JAXPORT deems appropriate, which may include, but is not limited to, 18-009.

1. Withholding monthly progress payments
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

d. **RECORDS AND REPORTS** – Contractors are required to provide the following information to JAXPORT’s Procurement Department SEB Programs Coordinator for verification.

1. Anticipated DBE Participation Statement (Form No. DBE-1)

The “Anticipated DBE Participation Statement” shall be completed and submitted by the Contractor at the pre-construction conference. The Statement must only include companies certified as a DBE. The Statement can and should be updated when additions or deletions are made through the life of the contract. This will not become a mandatory part of the contract. It will assist JAXPORT and FDOT in tracking planned or estimated DBE participation.

The Contractor must submit the Statement to:

JAXPORT Procurement Department
SEB Programs Coordinator
2831 Talleyrand Avenue
Jacksonville, Florida 32206
Office Number: (904) 357-3003
Fax Number: (904) 357-3077

JAXPORT will review and approve the completed form and send the Statement to the District LAP Administrator or designee who will forward the information to the Department’s Equal Opportunity Office at the following address:

Florida Department of Transportation
Equal Opportunity Office
605 Suwannee Street. MS-65
Tallahassee, Florida 32399-0450
Fax Number: (850) 414-4879

2. Instructions for Reporting Actual Payments

JAXPORT is required to report data on actual payments, minority status, and the type of work of all Subcontractors, Subconsultants, and major Suppliers. Each month the JAXPORT must report actual payments (including retainage) to all DBE Subcontractors, Subconsultants, and Suppliers. Payments to all non-DBE Subcontractors and Subconsultants can be reported either monthly or at the end of the project. Local Agency may submit this information to the District LAP Administrator or designee manually or electronically in an Excel spreadsheet.

Subsequently, Prime Contractors are required to report payments made to DBE Subcontractors manually or electronically to JAXPORT's SEB Programs Coordinator on the "Contractor's Monthly Report" FORM 5.

e. RESOURCES

Florida Department of Transportation
Equal Opportunity Office

<http://www.dot.state.fl.us/equalopportunityoffice/>

49 CFR Part 26

<https://www.civilrights.dot.gov/page/dbe-library>

Disadvantaged Business Enterprise Directory

<https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>.

Attachment "F"

JACKSONVILLE PORT AUTHORITY "Anticipated DBE Participation Statement"

Name of Bidder: _____

Project Title: _____

Bid Number: _____

TOTAL BID PRICE: \$ _____

****Please list all DBE's first**

Name of Sub-Contractor	Address of Firm	DBE (Y/N)	Type of Work to be Performed	Total Contract Value	Percentage of Contract

As Applicable, Please Submit this form with your:

**BID SHEET (Invitation to Bid – ITB)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)**

The undersigned will enter into a formal Agreement with the DBE Suppliers/Consultants/Subcontractors identified herein for work listed in this scheduled conditioned upon execution of a contract with JAXPORT. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature: _____ Title: _____ Date: _____

Print Name: _____

**JACKSONVILLE PORT AUTHORITY
CONTRACTOR'S "MONTHLY REPORT"**

PRIME CONTRACTOR NAME: _____ PROJECT TITLE: _____

PROFESSIONAL SERVICES NO.: _____ - OR - BID NO: _____

CURRENT CONTRACT TOTAL AMOUNT \$ _____ CONTRACT NO. : _____

INVOICE INFORMATION	
INVOICE NO.: _____	CURRENT INVOICE \$: _____
FOR PERIOD ENDING DATE: _____	CUMULATIVE INVOICED \$: _____
CONTRACT % COMPLETE: _____	

CONTRACT DBE TRACKING	
PRIOR MONTH _____ CUMULATIVE DBE\$: _____ PRIOR MONTH _____ CUMULATIVE NON-DBE: _____ CUMULATIVE DBE\$: _____ CUMULATIVE NON-DBE\$: _____	FORMULA FOR CURRENT MONTH %: CUMULATIVE \$ / CUMULATIVE \$ INVOICED CUMULATIVE DBE% : _____ CUMULATIVE NON-DBE% : _____

DBE SUBCONTRACTORS TO BE PAID FROM THIS INVOICE					
COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	DBETYPE ¹	TYPE OF WORK ²	\$ THIS PAYMENT
TOTAL					

¹ DBE TYPES:

AA: African American; **WBE:** Woman; **HANA:** Hispanic, Asian, Native American; **OTHER:** Economically or Socially;

²TYPE OF WORK: Examples: Catering, Clerical, Consulting, Engineering, Hauling, Janitorial, Masonry, Site Clearing, Technical Support

Notes:

- THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT.

The undersigned hereby affirms and declares that the above listed firm(s) were actually employed in the performance of work services under this contract, and further that each such firm earned and has been paid the stated amounts for their respective efforts.

Sworn to and subscribed before me on this _____ day of _____ 20____

Signature _____
Name (printed): _____

Notary Public

PROFESSIONAL SERVICES AGREEMENT

(INSERT SUMMARY OF SERVICES TO BE PERFORMED)

THIS PROFESSIONAL SERVICES AGREEMENT ("**Agreement**"), made and entered into this ___ day of _____, 201__ (the "Effective Date"), by and between the **JACKSONVILLE PORT AUTHORITY**, a public body corporate and politic under the laws of the State of Florida (the "Authority"), and _____(the "Consultant"), a _____corporation authorized to transact business in Florida and with its principal offices at _____.

WHEREAS, the Authority issued a Request for Qualifications AE-_____ (the "RFQ") for certain Professional _____ and Design Services in connection with activities planned, designed and constructed for the Authority, as more fully described in the RFQ (the "Services"); and

WHEREAS, based on Consultant's response to the RFQ dated _____, 2019 (the "Response"), the Authority has negotiated and awarded this Agreement to Consultant;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Performance of Services.** The Services will be performed by Consultant as specified in the RFQ.

2. **Compensation.** The compensation for all Services performed by the Consultant hereunder shall be determined as set forth in the RFQ or [as specified on Exhibit ___ attached hereto (i.e., the negotiated rates subject to the RFQ method of payments)].

3. **Term.** The initial term of this Agreement shall commence on the Effective Date and shall expire on _____, unless sooner terminated by either party in accordance with the terms of the RFQ. This Agreement may be renewed in accordance with the RFQ terms.

4. **Contract Documents.** This Agreement consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- All written modifications, amendments, and change orders to this Agreement issued in accordance with the RFQ;
- This Agreement;
- The RFQ; and

- The Response, provided, however, that any terms in the Response that are inconsistent with the RFQ terms shall not be included in this Agreement, unless expressly agreed to in writing by the Authority.

5. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the Authority:

Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, Florida 32206
Attn: _____

As to the Consultant:

6. **Agreement Managers.** Each Party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Agreement. As of the Effective Date, Authority's Contract Manager is [Insert Name and Address] , and the Consultant's Contract Manager is [Insert Name and Address] . Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Agreement amendments and may be provided via email.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Consultant. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Consultant may not unilaterally modify the terms of this Agreement by affixing additional terms to materials delivered to the Authority (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Consultant acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.

8. **Amendments.** All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

9. **Counterparts.** This Agreement, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized officers to execute and deliver this Agreement on or as of the date first above written.

[CONSULTANT NAME]

JACKSONVILLE PORT AUTHORITY

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

**JAXPORT'S TRAVEL
PROCEDURES AND GUIDELINES**



PROCEDURES AND GUIDELINES

PROCEDURE: SOP 1236
TITLE: Travel
RESPONSIBILITY: Director, Finance
REVISION DATE: June 4, 2019



PROCEDURAL CONTENT:

1. Corporate Card
 2. Request for Travel
 3. Prepaid Travel Expenses
 4. Means of Travel
 5. Lodging
 6. Reimbursable Expenses
 7. Travel Expense Report Submittal
 8. Monies due to Jaxport
 9. Forms
-

PURPOSE:

It is JAXPORT's objective to establish procedures and guidelines for all persons traveling on behalf of JAXPORT.

SCOPE:

These individuals include, but are not limited to employees, contract employees, board members, consultants and contractors. Any individuals traveling on behalf of JAXPORT must comply with the requirements in this procedure unless stipulated otherwise in a separate legal contract. JAXPORT will ensure that all travel is accomplished in compliance with Part 7 of Chapter 106 Ordinance Code of the City of Jacksonville, City Charter: Section 13.11, Statutory Authority: Section 1001.41(2), Florida Statutes, Laws Implemented: Sections 112.061; 1001.39, Florida Statutes.

Please refer to MP42 and MP43 regarding the number of travelers necessary to accomplish the purpose of travel.

DEFINITIONS:

1. **Travel Advance** – Payment of cash prior to the commence of travel for certain anticipated travel related expenses.
2. **Per Diem** – Payments to traveler to compensate for expenses incurred while traveling away from their home base for periods of twenty-four hours or more.



PROCEDURES AND GUIDELINES

PROCEDURES:

I. CORPORATE CARD

II. Objectives

- To allow JAXPORT personnel access to efficient and alternative means of payment for approved expenses primarily related to business travel and expenses.
- To improve managerial reporting related to corporate card purchases.
- To improve efficiency and reduce costs of payables processing.

Policies

1. JAXPORT corporate cards have been assigned for all employees and the corporate cards are maintained in the Finance Department by the Manager of Treasury & Compensation. A traveler must notify the Manager of Treasury & Compensation prior to booking travel to have the card activated for use. Approximately, 24 to 48 hours prior to travel beginning, the traveler will be required to sign out their corporate card with the Finance Department. This will ensure that they are able to pay for any charges incurred while on travel for the port.
2. Corporate cards will only be used for legitimate business and travel expenses. Personal purchases of any type are *not* allowed.
3. Cash advances on corporate cards are *not* allowed.
4. Cardholders will be required to sign an agreement indicating they accept these terms. Individuals who do not adhere to these policies and procedures risk revocation of their corporate card privileges and/or disciplinary action.
5. Upon termination of employment, all individuals who maintain their corporate cards directly, must cut the corporate card in half and give it to Human Resources who will, in turn, notify the Manager of Treasury & Compensation.
6. Travelers who do not maintain their corporate cards directly, must turn in their corporate credit card to the Manager of Treasury & Compensation directly after travel.

Process

1. **Receipts:** Detailed receipts must be retained and attached to expense reports. In the case of meals and port promotions, each receipt must include the names of all persons involved in the purchase, and a brief description of the business purpose of the purchase, in accordance with Port Promotion, SOP 1242. In addition, single receipts under \$30.00 or multiple receipts not exceeding \$50.00, where the employee has paid for an out of pocket expense within Duval County, can be reimbursed directly from petty cash in Human Resources with a detailed receipt.
2. **Expense Report:** Expense reports must be promptly completed and submitted via the established process to enable timely payment of amounts due. All expenses charged while on travel will display on the expense tab in Concur for the traveler to import into their expense report. Please note that charges can take anywhere from seven to ten day to display in Concur based on when the charge was processed through the vendor and bank.



PROCEDURES AND GUIDELINES

3. **Tax-exempt certificates:** Cardholders should make every effort to ensure purchases made in Florida do not include sales tax. Tax-exempt certificates are available in the online filing cabinet on JAXPORT's intranet. Cardholders should carry a copy of the State Tax Exemption Certificate as proof of the exemption from certain sales and uses taxes. If after the request for tax exemption is made, taxes are still assessed, reimbursement is appropriate.
4. **Disputing a charge:** Disputed billing can result from failure to receive goods or services charged, fraud, incorrect amounts and duplicate charges. The cardholder should contact the merchant first to resolve any outstanding issues. Notify VISA Customer Service at 1-888-934-1087 of the dispute.
5. **Lost/Stolen card:** Immediately notify VISA Customer Service at 1-888-934-1087 and the Manager of Treasury & Compensation if the card is lost or stolen.

II. REQUEST FOR TRAVEL

All travel approval, prepaid expenses and expense reports will be handled through a web based travel application. Manual forms will not be accepted unless the web-based travel application is unavailable.

Purpose of Travel: The purpose section of the travel form should clearly state the name(s); title and company of the customer the traveler will visit and/or the name of the event or conference the traveler will attend. This section should also include a statement in the comment section of the request to travel indicating the employee's travel has been discussed with and approved by their supervisor. In the case of Chief Travel, the statement should note in the comment section of the request to travel that their travel was discussed with and approved by the Chief Executive Officer, CAO, CFO, or a designee.

Personal Travel Profiles: All travelers expecting to travel at least twice (2) per year should contact their Travel Coordinator to ensure that pertinent details and the traveler's preferences are met during the reservation process. The traveler is responsible for informing the Travel Coordinator of all personal travel information changes. This will include phone number, medical restrictions, special meal requirements and seat preference.

Chief Executive Officer's Travel (domestic/international): Travel request (s) and expense report(s) for the Chief Executive Officer shall be approved by the Chairman of the Board or his designee. The Chief Executive Officer's Senior Executive Assistant will be responsible for preparing, reviewing and booking all travel and expense reports for the Chief Executive Officer through a web based travel application. Additional responsibilities of the Senior Executive Assistant will include reviewing all expense reports for appropriate documentation and receipts prior to submission to Finance for reimbursement. All other procedures and guidelines will be adhered to regarding purpose of travel, travel request, hotel accommodations, flight arrangements, car rentals, expense report and any and all additional requirements.

Chief Travel (domestic/international): Travel request (s) and expense report(s) for a Chief shall be approved by the Chief Executive Officer, CAO, CFO or a designee and should be handled through a web based travel application. The travel subject matter expert (SME) in each Division will be responsible for



PROCEDURES AND GUIDELINES

preparing, reviewing and booking all travel and expense reports for the Chief of the Department. The SME will review all expense reports for appropriate documentation and receipts prior to submission to Finance for reimbursement. All procedures and guidelines will be adhered to regarding purpose of travel, travel request, hotel accommodations, flight arrangement, car rentals, expense report and any and all additional requirements.

City Council Members (domestic/international): Travel request(s) and expense report(s) for City Council members shall be approved by the Chairman of the Board or his designee. All other procedures and guidelines will be adhered to regarding the purpose of travel, travel request, hotel accommodations, flight arrangements, car rentals, expense reports and any and all additional requirements.

Board Travel Processing: Travel Request(s) and Expense Report(s) will be handled by the Senior Executive Assistant to the Chief Executive Officer and/or Board Liaison.

- Travel for any member of the Board of Directors (including necessary travel to and from Board meetings for any member who does not reside locally) must be approved by the attending Board Members (a quorum of four members) in the monthly Board Meeting prior to the actual travel.
- If the monthly Board Meeting does not take place prior to the travel, the preceding month's travel approval will take precedence.
- All other procedures and guidelines will be adhered to regarding purpose of travel, travel request, hotel accommodations, flight arrangements, car rentals, expense report and any and all additional requirements.
- **The Chairman of the Board or his designee will render approval of all Board members' expense reports and travel requests.** All expense reports shall be reviewed by the Accountant II, Billing and Travel before being submitted for final payment processing.

Subject Matter Experts: Appointed Travel Experts within each department will be responsible for booking travel for employees, helping with travel procedures, and assisting with expense report submissions. The Accountant II, Billing & Travel, Administrator will continue to provide overall support, monitoring and direction of the travel program.

Personal Leave/Extended Stays: If an employee desires to take leave in conjunction with official travel the following guidelines apply:

- Traveler must clearly indicate time approved leaves begins and ends on the expense report.
- Traveler will be responsible for any additional cost associated with Personal Leave/Extended Stays - airfare, hotel, car rental, meals, mileage, etc.
- Statement releasing JAXPORT of liability during any personal portion of travel that exceeds constructive travel time in conjunction with business travel must be signed by traveler prior to trip (Please see Accountant II, Billing and Travel for the Travel Liability Release Form) and a copy provided to Accountant II, Billing and Travel.
- If the traveler is on personal leave in conjunction with official JAXPORT business and the original intent of the travel gets canceled, the traveler will be responsible for reimbursing JAXPORT for



PROCEDURES AND GUIDELINES

any and all unrecoverable cost associated with the trip that otherwise could have been avoidable had it not been for the personal travel.

- The traveler must close out any auto rental agreement for the official JAXPORT business and obtain a separate agreement for personal use. Proof of both transactions must accompany the expense report.
- Reimbursement in the form of a check or money order from the employee for any additional cost associated with Personal Leave/Extended Stay must accompany the expense report.

III. PREPAID TRAVEL EXPENSES

Travel Advance: A travel advance will be considered in cases of international travel and should be requested at least 14 days in advance. Advances will not be issued earlier than 10 business days prior to travel. Travel advances are intended for the following costs ONLY:

- 1) Transportation
- 2) Meals, at the per diem rate if travel is expected to last 5 full days or longer
- 3) Failure to provide the traveler with an advance will create a financial hardship for the traveler

No other expenses shall be authorized or included in the advance.

Upon completion of travel, the traveler is required to:

- Reconcile any expenses paid for with the cash advance
- Provide receipts for all cash advance monies used
- Return any unused monies
- Failure to account for the advance within 5 days, results in traveler owing the entire sum to JAXPORT.

IV. MEANS OF TRAVEL

Travel will be deemed to have commenced at the lesser of; the time the traveler actually began travel, or the latest time required to arrive at the destination to accomplish the purpose of the travel. The same constructive travel time will be applied in the return of the traveler. The purpose of applying this constructive travel time regulation is to ensure the traveler spends the least possible time on official travel.

Airline Common Carrier: Airline reservations are made by the Traveler by means of the web based travel application, and or travel agencies. Regardless of the method, the traveler is responsible for obtaining the most economical coach fare at the time of booking.

First Class Travel: At no time will the Traveler request first class reservations under any circumstance.

The following combination of officers will strive to adhere to the following guidelines for executive travel:



PROCEDURES AND GUIDELINES

1. The Chief Executive Officer and no more than one (1) Director / Sr. Director on the same aircraft.
2. No more than two (2) Directors / Sr. Directors may fly on the same aircraft.
3. A Director/ Sr. Director and no more than one (1) direct report may fly on the same aircraft.

Note: Deviations from the policy must be authorized in writing by the Chief Executive Officer prior to the commencement of travel.

Overnight Delays/Stopovers/Forced Layovers: Should an airline delay necessitate an overnight stay, the traveler must first attempt to secure complimentary lodging from the airline. If unsuccessful, the traveler should contact Travel Incorporated at 855-890-5172, or the appropriate travel agency for assistance.

Lost or Excess Baggage: The ultimate responsibility for retrieving and compensating for lost baggage lies with the airlines. JAXPORT will not reimburse travelers for personal items lost while traveling on business.

Measures that can be taken to minimize baggage losses include:

- Always carry valuables (e.g., jewelry, laptop computers, cameras, etc.) on board the aircraft.
- Always carry important and/or confidential documents on board the aircraft.
- Clearly tag luggage with name, address and phone number.
- Retain baggage claim receipts for checked baggage.

Excess/Overweight baggage charges will be reimbursed only in the following circumstances:

- When traveling with heavy or bulky materials or equipment necessary for conducting business.
- Excess baggage consists of JAXPORT's records or property.
- When traveling for more than 5 consecutive days.

Baggage Fees: The usual and customary baggage fees that are charged by airlines will be reimbursed with appropriate receipts and documentation.

Non-Refundable Tickets: Unused tickets credits may be applied towards future flights. These credits must be used within one year of the issue date.

Travel via Vehicle:

Automobile Rental: Travelers should rent a car to their destination when driving is more cost-effective than an airline, travel time by car is less than the cost of airfare and taxi to the location or transporting large or bulky material. When driving travel should not exceed 400 miles one-way.

The Traveler/Subject Matter Expert is responsible for booking the most economical and practical size car available.

The traveler should at all times carry a copy of the City and State Tax Exemption Certificate and make a reasonable effort to inform the provider of the City and State exception from such taxes



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when picking up a rental car. If after the request for tax exemption is made, taxes are still assessed, reimbursement to the traveler is appropriate. When traveler is traveling by a rented automobile, he/she will be reimbursed for tolls, parking and gas.

Rental Car Insurance – With In the State of Florida: For vehicles rented within the State of Florida, all forms of optional insurance shall be declined.

Rental Car Insurance – Out of the State of Florida/International: Travelers should accept all insurance coverage when renting cars out of the State of Florida or in a foreign country. Car rental insurance coverage purchased out of the State of Florida or in a foreign country is reimbursable. Please note that when renting with National/Enterprise, per our state contract we do not need to accept additional coverage.

Rental Car Accidents: Should a rental car accident occur, travelers should immediately contact:

- The rental car company;
- JAXPORT's Risk & Asset Manager

Fleet Vehicle: Use of a JAXPORT fleet vehicle is a preferred method of travel within our nine county radius. Please reference SOP 1109, Motor Vehicle Program.

POV (Personally Owned Vehicle): Use of a personally owned vehicle is allowed if it is the most cost effective means of travel.

V. LODGING

Lodging shall be authorized and reimbursed at the reasonable, actual and necessary expense thereof, not to exceed the single room rate and associated taxes. Regardless of payment, the actual zero balance receipt must be submitted with the expense report.

High End Hotel Rates: Depending on the location of the business travel, if a daily hotel rate is considered to be on the high end, the Traveler shall select lodging that is the most economical available consistent with the duties being performed.

Lodging In-State: If travel is within the State the traveler should carry a copy of the City and State Tax Exemption Certificate as proof of the exemption from the certain sales and use taxes. The traveler should make a reasonable effort to inform the provider of the City and State exemption from such taxes. If after the request for tax exemption is made, taxes are still assessed, reimbursement to the traveler is appropriate.

Lodging in Foreign Country: Travelers performing foreign/international travel will be reimbursed for the actual cost incurred for lodging.



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If traveling to an event/conference, the traveler is allowed to stay at the hotel where the event/conference is taking place. Booking should take place in advance to take advantage of discounted conference rate.

Hotel Cancellation Procedures: Travelers are responsible for cancellation of hotel room within the allotted cancellation period. Travelers should request and record the cancellation number in case of billing disputes

VI. REIMBURSABLE EXPENSES

Unless otherwise noted, all travel should originate from Jacksonville, Florida. The time traveled is the shorter of the time the traveler actually began travel or the latest time reasonably possible to arrive at the destination at the time required to accomplish the purpose of the travel. Based on airport requirements, travelers should arrive at the airport two hours prior to the time of departure(s).

For JAXPORT employees that do not reside within Duval County, the same procedures apply when traveling outside their respective county.

Privately Owned Vehicle: Travel will originate at the principal workplace i.e. JAXPORT facility during Monday through Friday or from the traveler's home during weekend or holidays; or at the traveler's home whichever is the lesser actual mileage to the destination. A traveler may elect to drive a Privately Owned Vehicle (POV) in lieu of air travel or the combination of air travel and auto rental or any other conveyance; however, the payment will be made at the lesser of actual expenses.

All mileage shall be computed from the point of origin to the point of destination. Auto mileage must reflect actual mileage traveled on official business. Any other miles traveled must be reported as vicinity miles and JAXPORT will determine if vicinity miles seem reasonable or excessive. Note: The distance between Jacksonville International Airport and return to JAXPORT facility will not exceed (15) miles in each direction.

For all travel made by Privately Owned Vehicle, reimbursement will be made at the current rate per mile prescribed by the Internal Revenue Service.

A cost analysis must be done to determine the most economical means of travel then reimbursement shall be at the lessor of:

- 1) The current IRS rate per mile for the entire distance, including vicinity miles or
- 2) The airline common carrier fare from the city to the airport nearest the point of travel
Destination for all travelers using their Private Motor Vehicle, plus the IRS rate per mile for mileage equal to the distance from the airport to the point of destination plus any vicinity mileage.



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Mileage Reimbursement within Duval County: This mileage reimbursement guideline pertains to travel performed on official business within Duval County. An employee who uses his/her private vehicle for official JAXPORT business within Duval County is entitled to reimbursement per mile at the current IRS rate and also parking. These reimbursements are paid by completing an expense report through our automated system. Any staff member who receives a car allowance is not allowed to claim personal vehicle mileage within Clay, Duval or St. John’s County. Please reference SOP 1109, Motor Vehicle Program, filed under Human Resources. Below are standard inner city destinations with one way and roundtrip mileage calculations:

From PCOB to Destination’s Below	One Way	Roundtrip
Downtown (City Hall, Chamber, Hyatt)	4.2	8.4
Blount Island Marine Terminal - BIMT	15	30
Dames Point Marine Terminal – DPMT (Cruise Terminal)	12	24
Dames Point – DPMT (MOL/TraPac)	14	28
Jacksonville International Airport - JIA	15	30
Jacksonville Transportation Authority - JTA	5	10
Jacksonville Electric Authority -JEA	4.1	8.2
Duval County School Board – DCSB	7	14
The Jacksonville Landing	4.3	8.6
Jacksonville Zoo	8	16
Prime Osborne Convention Center	5.4	10.8
Times Union Center	4.3	8.6
Veterans Memorial Stadium /Metropolitan Park	3	6
Small Business Office (Gateway Mall)	4	8
University of North Florida - UNF	14.5	29
Florida State College of Jacksonville (North Campus)	10	20
Jacksonville University – JU	6.5	13.0
11 Street – Main Gate / Main Office	1	2

Meal Per Diem: While in travel status, meals shall be reimbursed at the following fixed rates only when travel begins before and extends beyond the times specified:

- 1) **Breakfast:** A Per Diem of ten dollars (\$10) is paid, when travel *begins before* 6:00 a.m. and *extends beyond* 8:00 a.m. A double Per Diem of ten (\$20) will be paid for International travel. For air travel ONLY, travel begins two (2) hours prior to the time the traveler’s conveyance actually departs or two (2) hours after the traveler’s flight has actually returned.



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- 2) **Lunch:** A Per Diem of fourteen dollars (\$14) is paid, when travel *begins before* 12:00 noon and *extends beyond* 2:00 p.m. A double Per Diem of fourteen (\$28) will be paid for International travel. For air travel ONLY, travel begins two (2) hours prior to the time the traveler's conveyance actually departs or two (2) hours after the traveler's flight has actually returned.
- 3) **Dinner:** A Per Diem of twenty-six (\$26) is paid, when travel *begins before* 6:00 p.m. and *extends beyond* 8:00 p.m., or when travel occurs during nighttime hours due to special assignments. A double Per Diem of twenty-six (\$52) will be paid for International travel. For air travel ONLY, travel begins two (2) hours prior to the time the traveler's conveyance actually departs or two (2) hours after the traveler's flight has actually returned.
- 4) If attending a conference and the traveler is provided one or more meals without a specific charge, the traveler is not entitled to per diem for which the meal is furnished.

Daily Per Diem:

A daily per diem rate of \$50 domestically or \$100 internationally will be paid for an entire day when travel time for that day begins before 6:00 a.m. and extends beyond 8:00 p.m.

NOTE: Documentation indicating meal inclusion/exclusion must be submitted with the Travel Expense Reimbursement Form.

PHONE CALLS:

Business Calls: Any travel related business calls are approved. All business calls must be supported with the **full name, title and company** for reimbursement. Failure to submit this information will forfeit reimbursement.

Miscellaneous Reimbursable:

- 1) Ferry fares, bridge, road and tunnel tolls;
- 2) Parking fees-long term parking must be used on trips of four (4) or more days;
- 3) Storage fees;
- 4) Laundry cleaning is approved only if travel exceeds five (5) business days;
- 5) Bottled water consumption will be reimbursed at a reasonable level for **International travel only; Mini bar charges for water will not be reimbursed under any circumstance;**
- 6) Mini bar charges of any kind will not be paid by JAXPORT.
- 7) Personal expenses such as movies and non-business telephone calls will not be reimbursed by JAXPORT.



PROCEDURES AND GUIDELINES

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- 8) Tips: Reimbursement request for tips for taxi, baggage handling and valet parking must be accompanied by a valid receipt or a signed affidavit for reimbursement.
 - 1) Taxi fare to include tips (not to exceed 10% of fare – receipt required);
 - 2) Transportation of baggage not exceeding \$1 per bag per transfer, limited to no more than \$2 per transfers;
 - 3) Valet parking tips (not to exceed 10% of fee)
 - 4) Tips for porters, baggage carriers, bellhops, hotel maids, stewards and others may not exceed \$3 per day total
 - 9) Miscellaneous fees charged by airlines such as baggage fees, seats upgrades to economy comfort and other similar expenses that are usual and customary will be reimbursed with appropriate receipts and documentation.
 - 10) For additional miscellaneous reimbursements not covered directly in this policy, please reference, SOP 1232, SOP 1110 and SOP 1242.

VII. TRAVEL EXPENSE REPORT SUBMITTAL

Approval: A Travel Expense Report must be completed online within (5) business days after the completion of domestic or foreign travel or within five (5) business days after the credit card transaction has been received. Late expense reports must be accompanied with an explanation explaining the reason for failure to meet the required deadline in the notes section. Failure to submit the expense report by the deadline (5 business days) will result in the loss of processing time and a delayed payment. Any expense reports submitted with incomplete information or incomplete documentation will be returned to the traveler for revisions and will result in the delay of processing, and/or disciplinary actions.

Documentation/Receipts: The traveler must retain the passenger receipt for expense report documentation. Actual receipts, conference materials, port promotions, itineraries, trip reports and other written documentation pertaining to travel must be included in the travel expense report. At all times the required fields located on the travel expense report must be completed (name, employee#, department, accounting code, and destination, departure and return time, purpose). These items must be attached to your expense report via fax or scan options. A signed and notarized affidavit is required when no receipt or no itemized receipt is available.

Trip Report: A trip report will be submitted as an attachment in cases where a traveler did not attend a conference, seminar or training. Each individual traveler must submit his or her own trip report detailing the accomplishments during the trip or a conference/seminar agenda.

Listed below are the items that must accompany a Travel Expense Report in order for the expense report to be processed and the traveler to be reimbursed when applicable:

- Approved Advance Request Form
- Notarized Affidavit Form
- Taxi Receipts
- Paid Lodging Bill with a zero
- Boarding Pass/Stubs-when
- Written explanation for not meeting



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balance	available from the carrier *	5 day Travel Expense Report rule
• Foreign Cash Exchange Receipts	• Port Promotions Receipts	• Toll Receipts
• Receipts for foreign taxes	• Rental Car Receipts	•
• Trip Report	• Storage Receipts	•
• Conference Agenda	• Gasoline Receipts	•

*Due to changes in the airline industry with regard to Boarding Passes and Electronic Ticketing (E-Tickets) the following will apply when E-Tickets are issued. In cases when the carrier does not issue/ return Boarding Passes (i.e. Southwest, Jet Blue, etc.) a receipt from your E-Ticket check-in is required for reimbursement.

Foreign Travel – While traveling in foreign countries, the credit card must be used in all possible cases. Reimbursement for such charges will be made based on the actual credit card transaction which will include the foreign exchange rate and the credit card conversion fee, if applicable.

VIII. MONIES DUE TO JAXPORT

For any errors in payment to the traveler, amounts are recovered in the following order:

1. Deducted from any pending travel reimbursements
2. If there are no pending reimbursements, a Personal check payable to JAXPORT
3. In cases of hardship, a deduction from the employee’s payroll check/checks

FORMS: Travel Liability Release Form

**ADDITIONAL SOP REFERENCES: SOP 1109 MOTOR VEHICLE PROGRAM
SOP 1232 PETTY CASH
SOP 1242 PORT PROMOTION
SOP 1110 RECRUITING AND RELOCATION**

EFFECTIVE DATE:

ADM103 – 10/1/2006; 12/20/2006; 6/25/2007; 12/3/2007; 10/1/2009; 9/29/2011; 1/31/13; 1/1/2015; 9/28/16;
7/25/18

**CAPITAL
PROJECTS
LIST**

Jacksonville Port Authority

5 year Capital Projects - 2020-2024

				2020	2021	2022	2023	2024	2025
Location	Description	Year	Amount	Amount	Amount	Amount	Amount	Amount	Amount
1	Blount Island	Rehabilitate Berths 33 & 34	2019	\$ 58,800,000	\$ -				
2		Rehabilitate Berths 33 & 34	2020	\$ 26,500,000	\$ 26,500,000				
3		Rehabilitate Berths 33 & 34	2021	\$ 5,000,000	\$ -	\$ 6,000,000			
4		Container Terminal Upgrades	2020	\$ 15,000,000	\$ 15,000,000				
5		Container Terminal Upgrades	2021	\$ 16,000,000	\$ -	\$ 16,000,000			
6		Rehabilitate Railroad Trestle	2020	\$ 500,000	\$ 500,000				
7		Pile, Cap and Beam Rehab BIMT	2019	\$ 400,000	\$ -				
8		Pile, Cap and Beam Rehab BIMT	2020	\$ 400,000	\$ 400,000				
9		Pile, Cap and Beam Rehab BIMT	2021	\$ 400,000	\$ -	\$ 400,000			
10		Pile, Cap and Beam Rehab BIMT	2022	\$ 400,000	\$ -	\$ 400,000			
11		Pile, Cap and Beam Rehab BIMT	2023	\$ 400,000	\$ -		\$ 400,000		
12		Pile, Cap and Beam Rehab BIMT	2024	\$ 400,000	\$ -			\$ 400,000	
13	B2019-07	Resurface Wm Mills from Dave Rawls Blvd to BI Blvd	2019	\$ 300,000	\$ -				
14		Tenant Asphalt Facility Rehab	2019	\$ 175,000	\$ -				
15		Tenant Asphalt Facility Rehab	2020	\$ 175,000	\$ 175,000				
16		Tenant Asphalt Facility Rehab	2021	\$ 175,000	\$ -	\$ 175,000			
17		Tenant Asphalt Facility Rehab	2022	\$ 175,000	\$ -	\$ 175,000			
18		Tenant Asphalt Facility Rehab	2023	\$ 175,000	\$ -		\$ 175,000		
19		Tenant Asphalt Facility Rehab	2024	\$ 175,000	\$ -			\$ 175,000	
20		Flyover Bridge Rehab	2019	\$ 150,000	\$ -				
21		Cathodic Protection System - Design	2019	\$ 100,000	\$ -				
22					\$ -				
23		Asphalt BI Blvd/Access Road	2019	\$ 85,000	\$ -				
24		Replace Roof on Fire Station	2019	\$ 30,000	\$ -				
25					\$ -				
26		Concept development for ST. Johns River Power Park	2021	\$ 500,000	\$ -	\$ 500,000			
27		Improvements to 15 Acres ST. Johns River Power Park	2025	\$ 15,000,000	\$ -				\$ 15,000,000
28		Improvements to 15 Acres ST. Johns River Power Park	2025	\$ 15,000,000	\$ -				\$ 15,000,000
29		Two Acre Concrete Pad for Heavy-Tracked equipment	2021	\$ 2,500,000	\$ -	\$ 2,500,000			
30		Transit Shed #3 (Demo & Pave)	2021	\$ 500,000	\$ -	\$ 500,000			
31					\$ -				
32		Construct additional container areaa at 832 building	2021	\$ 750,000	\$ -	\$ 750,000			
33		Construct additional container Area at Wash Rack Location	2020	\$ 500,000	\$ 500,000				
34		Design Berth 31 (3A) and Berth 30 (3B)	2024	\$ 1,500,000	\$ -			\$ 1,500,000	
35					\$ -				
36		Breasting Dolphin for Berth 22 Design	2019	\$ 100,000	\$ -				
37		Breasting Dolphin for Berth 22 Construction	2020	\$ 550,000	\$ 550,000				
38		Roof Replacement Access Control/Operations Building	2021	\$ 50,000	\$ -	\$ 50,000			
39		Resurface/Seal Access Control/Operations Parking Lot - 1/2 Acre	2021	\$ 40,000	\$ -	\$ 40,000			
40		Rehabilitate Wharf Structures (BERTH 32)	2025	\$ 14,500,000	\$ -				\$ 14,500,000
41		Rehabilitate Wharf Structures (BERTH 30)	2025	\$ 25,000,000	\$ -				\$ 25,000,000
42		New gates at BIMT (access control, RORO truck entrance) design	2021	\$ 750,000	\$ -	\$ 750,000			
43		New gates at BIMT (access control, RORO truck entrance) construction	2021	\$ 2,000,000	\$ -	\$ 2,000,000			
44		Transit Shed #1 Rehabilitation	2021	\$ 200,000	\$ -	\$ 200,000			
45		Transit Shed #1 (Demo & Pave) -	2023	\$ 3,000,000	\$ -		\$ 3,000,000		
46					\$ -				
47		Intermodal Drive - Pave ditches (design, permit, pave)	2020	\$ 75,000	\$ 75,000				
48		Restrooms on Berth 33/34	2020	\$ 150,000	\$ 150,000				
49					\$ -				
50		Roro pier deisgn T at berth 20	2023	\$ 1,500,000	\$ -		\$ 1,500,000		
51		Roro pier Construction	2024	\$ 20,000,000	\$ -			\$ 20,000,000	
52		Total Blount Island		\$ 230,080,000	\$ 43,850,000	\$ 29,865,000	\$ 575,000	\$ 5,075,000	\$ 22,075,000
								\$ 69,500,000	

					2020	2021	2022	2023	2024	2025
53	Dames Point	Cruise Terminal Improvements	2019	\$ 1,300,000	\$ -					
54		Auto Processing Facility - Phase 1 (Paving)	2019	\$ 700,000	\$ -					
55	D2016-04	Asphalt Rehab Tenant	2019	\$ 400,000	\$ -					
56	D2016-04	Asphalt Rehab Tenant	2020	\$ 400,000	\$ 400,000					
57	D2016-04	Asphalt Rehab Tenant	2021	\$ 400,000	\$ -	\$ 400,000				
58	D2016-04	Asphalt Rehab Tenant	2022	\$ 400,000	\$ -		\$ 400,000			
59	D2016-04	Asphalt Rehab Tenant	2023	\$ 400,000	\$ -			\$ 400,000		
60	D2016-04	Asphalt Rehab Tenant	2024	\$ 400,000	\$ -				\$ 400,000	
61		Environmental Permitting/Auto Processing Facility - Phase 2	2019	\$ 200,000	\$ -					
62		Environmental Permitting/Auto Processing Facility - Phase 2	2020	\$ 200,000	\$ 200,000					
63		August Drive Road widenign and connection to Heckscher Drive	2023	\$ 2,000,000	\$ -			\$ 2,000,000		
64		August Drive Bridge Sheet Pile Wall Replacement (Design)	2019	\$ 150,000	\$ -					
65		August Drive Bridge Sheet Pile Wall Replacement Construction	2020	\$ 2,200,000	\$ 2,200,000					
66		Saltmarsh Mitigation at Security Operations Center (SOC)	2019	\$ 60,000	\$ -					
67					\$ -					
68		Berth 18 RORO Expansion - Design	2020	\$ 200,000	\$ 200,000					
69		Berth 18 RORO Expansion - Construction	2021	\$ 2,000,000	\$ -	\$ 2,000,000				
70		Cruise Terminal Baggage Screening Facility	2020	\$ 200,000	\$ 200,000					
71		Cruise Terminal Passenber Boarding Bridge (Articulating)	2023	\$ 1,500,000	\$ -			\$ 1,500,000		
72		Extra seating extension of existing terminal	2023	\$ 500,000	\$ -			\$ 500,000		
73					\$ -					
74					\$ -					
75		Martin Marietta Lighting	2021	\$ 50,000	\$ -	\$ 50,000				
76					\$ -					
77		Total Dames Point		\$ 13,660,000	\$ 3,200,000	\$ 2,450,000	\$ 400,000	\$ 4,400,000	\$ 400,000	\$ -
78	Talleyrand	Warehouse Rehab (Seaonus)	2019	\$ 3,000,000	\$ -					
79		Warehouse Rehab (Seaonus)	2021	\$ 3,000,000	\$ -	\$ 3,000,000				
80		Rehabilitate Under Deck Concrete	2019	\$ 2,000,000	\$ -					
81		Rehabilitate Under Deck Concrete	2020	\$ 1,000,000	\$ 1,000,000					
82		Tenant Improvements Process Bldg (108K SF) (SET)	2019	\$ 500,000	\$ -					
83		Tenant Improvements Process Bldg (108K SF) (SET)	2021	\$ 500,000	\$ -	\$ 500,000				
84		Tenant Improvements Process Bldg (108K SF) (SET)	2022	\$ 500,000	\$ -		\$ 500,000			
85		Tenant Improvements Process Bldg (108K SF) (SET)	2023	\$ 500,000	\$ -			\$ 500,000		
86		Tenant Improvements Process Bldg (108K SF) (SET)	2024	\$ 500,000	\$ -				\$ 500,000	
87		Rehabilitate Steel Wharf Structures Berth 7 & 8	2019	\$ 500,000	\$ -					
88		Pile, Cap and Beam Rehab TMT (Cleaning and Design)	2019	\$ 400,000	\$ -					
89		Pile, Cap and Beam Rehab TMT (Cleaning, Design and Construction)	2020	\$ 1,000,000	\$ 1,000,000					
90		Pile, Cap and Beam Rehab TMT (Cleaning, Design and Construction)	2021	\$ 1,000,000	\$ -	\$ 1,000,000				
91		Pile, Cap and Beam Rehab TMT (Cleaning, Design and Construction)	2022	\$ 1,000,000	\$ -		\$ 1,000,000			
92		Pile, Cap and Beam Rehab TMT (Cleaning, Design and Construction)	2023	\$ 1,000,000	\$ -			\$ 1,000,000		
93		Pile, Cap and Beam Rehab TMT (Cleaning, Design and Construction)	2024	\$ 1,000,000	\$ -				\$ 1,000,000	
94		Resurface Leased Areas - TMT	2019	\$ 150,000	\$ -					
95		Resurface Leased Areas - TMT	2020	\$ 200,000	\$ 200,000					
96		Resurface Leased Areas - TMT	2021	\$ 200,000	\$ -	\$ 200,000				
97		Resurface Leased Areas - TMT	2022	\$ 200,000	\$ -		\$ 200,000			
98		Resurface Leased Areas - TMT	2023	\$ 200,000	\$ -			\$ 200,000		
99		Resurface Leased Areas - TMT	2024	\$ 200,000	\$ -				\$ 200,000	
100		Westrock Property Improvements	2020	\$ 1,000,000	\$ 1,000,000					
101		Kerr-McGee 13 Acre Site Development Assessment	2019	\$ 15,000	\$ -					
102		South Rail Crossing Arms installation on Talleyrand	2020	\$ 72,000	\$ 72,000					
103					\$ -					
104		Rehabilitate Concrete outfall pipe at 22+30	2020	\$ 80,000	\$ 80,000					
105		Contanda Track/Replace 600' of 100# rail with 115# replace 1ea. Turnout w/sw	2020	\$ 185,000	\$ 185,000					
106		Repair Grain - Train rail 14+00	2021	\$ 25,000	\$ -	\$ 25,000				
107		Tangent track from UPM high switch to Jax cold switch 360' of track with 2ea.	2025	\$ 250,000	\$ -					\$ 250,000
108		Talleyrand South crossing replace tie's and concrete panels	2023	\$ 200,000	\$ -			\$ 200,000		
109		UPM replace tie's from UPM high switch to dock all three tracks	2024	\$ 100,000	\$ -				\$ 100,000	
110		Crane Rail Grout 100 - 200 linear feet per year	2021	\$ 150,000	\$ -	\$ 150,000				
111		Crane Rail Grout 100 - 200 linear feet per year	2022	\$ 150,000	\$ -		\$ 150,000			
112		Crane Rail Grout 100 - 200 linear feet per year	2023	\$ 150,000	\$ -			\$ 150,000		
113		Crane Rail Grout 100 - 200 linear feet per year	2024	\$ 150,000	\$ -				\$ 150,000	
114		Replace Toyota Rail Switch	2025	\$ 90,000	\$ -					\$ 90,000
115		Replace metal siding - Westcott warehouse	2025	\$ 25,000	\$ -					\$ 25,000
116		Replace 2 Air Handlers at Toyota Box (one will be replace in 2019 with Mainter	2023	\$ 36,000	\$ -			\$ 36,000		
117		Replace Pad mount 150KBA Transformer South Fire Pump	2025	\$ 20,000	\$ -					\$ 20,000
118		New Roofing on Toyota Box	2023	\$ 250,000	\$ -			\$ 250,000		

				2020	2021	2022	2023	2024	2025
119		Refurbish RTG truck scale	2023	\$ 20,000	\$ -		\$ 20,000		
120		Replace Portable restroom at 11th street gate security area	2022	\$ 50,000	\$ -	\$ 50,000			
121		Upgrade Phase C Lift Station	2022	\$ 25,000	\$ -	\$ 25,000			
122		CEMEX property acquisition adjacent to TMT	2024	\$ 2,000,000	\$ -			\$ 2,000,000	
123		Total Talleyrand		\$ 23,593,000	\$ 3,537,000	\$ 4,875,000	\$ 1,925,000	\$ 2,356,000	\$ 3,950,000
124	Miscellaneous	Harbor Deepening - Contract B (Phase 1)	2019	\$ 46,944,438	\$ -				
125		Harbor Deepening - Contract B (Option)	2020	\$ 65,000,000	\$ 65,000,000				
126		Harbor Deepening - Contract C (Design)	2020		\$ -				
127		Harbor Deepening - Contract C (Base)	2021	\$ 149,000,000	\$ -	\$ 149,000,000			
128		Harbor Deepening - Contract C (Option)	2022	\$ 100,000,000	\$ -		\$ 100,000,000		
129		Mile Point Navigation Project (Phase 2)	2019	\$ 2,000,000	\$ -				
130		Mile Point Navigation Project Construction	2020	\$ 1,100,000	\$ 1,100,000				
131		Mile Point Navigation Project Construction Administration	2020	\$ 175,000	\$ 175,000				
132		Harbor Deepening Monitoring Fees	2019	\$ 1,517,110	\$ -				
133		Harbor Deepening Monitoring Fees	2020	\$ 778,412	\$ 778,412				
134		Harbor Deepening Monitoring Fees	2021	\$ 1,517,110	\$ -	\$ 1,517,110			
135		Harbor Deepening Monitoring Fees	2022	\$ 1,517,110	\$ -		\$ 1,517,110		
136		Harbor Deepening Monitoring Fees	2023	\$ 1,517,110	\$ -			\$ 1,517,110	
137		Harbor Deepening Monitoring Fees	2024	\$ 1,517,110	\$ -				\$ 1,517,110
138		Capitalize In-House Engineering Services	2019	\$ 400,000	\$ -				
139		Capitalize In-House Engineering Services	2020	\$ 400,000	\$ 400,000				
140		Capitalize In-House Engineering Services	2021	\$ 400,000	\$ -	\$ 400,000			
141		Capitalize In-House Engineering Services	2022	\$ 400,000	\$ -		\$ 400,000		
142		Capitalize In-House Engineering Services	2023	\$ 400,000	\$ -			\$ 400,000	
143		Capitalize In-House Engineering Services	2024	\$ 400,000	\$ -				\$ 400,000
144	G2018-04	Upland Dredge Material Management Area (Design)	2019	\$ 200,000	\$ -				
145		Upland Dredge Material Management Area (Design)	2020	\$ 150,000	\$ 150,000				
146		Upland Dredge Material Management Area Construction Phase I	2020	\$ 3,000,000	\$ 3,000,000				
147		Upland Dredge Material Management Area Construction Phase II	2021	\$ 6,000,000	\$ -	\$ 6,000,000			
148		Billing System	2019	\$ 195,000	\$ -				
149		Miscellaneous Land Acquisition	2019	\$ 100,000	\$ -				
150		Miscellaneous Land Acquisition	2020	\$ 1,100,000	\$ 1,100,000				
151		Miscellaneous Land Acquisition	2021	\$ 100,000	\$ -	\$ 100,000			
152		Miscellaneous Land Acquisition	2022	\$ 100,000	\$ -		\$ 100,000		
153		Miscellaneous Land Acquisition	2023	\$ 100,000	\$ -			\$ 100,000	
154		Miscellaneous Land Acquisition	2024	\$ 100,000	\$ -				\$ 100,000
155		Strategic Master Plan Updating	2019	\$ 50,000	\$ -				
156		Strategic Master Plan Updating	2020	\$ 300,000	\$ 300,000				
157		FY16 Federal Security Grant Projects	2019		\$ -				
158		* BIMT Main Gate/Lanes/Access Control CCTV Upgrade	2019	\$ 220,000	\$ -				
159		* SOC CCTV Upgrade	2019	\$ 80,000	\$ -				
160		FY17 Federal Security Grant Projects	2019		\$ -				
161		* TMT North Gate/PCOB CCTV Upgrade	2019	\$ 220,000	\$ -				
162		* TMT Main Gate CCTV Upgrade	2019	\$ 210,000	\$ -				
163		* TraPac Access Control and CCTV	2019	\$ 160,000	\$ -				
164		* BIMT Intersection Cameras	2019	\$ 140,000	\$ -				
165		*Remaining \$730,000			\$ -				
166		**Terminal Access Control Upgrades (Readers / Pedestals / Intercoms / Bo	2020	\$ 400,000	\$ 400,000				
167		**Access Control - Visitor Management Software	2020	\$ 170,000	\$ 170,000				
168		**Pick-up CCTV projects not- completed under PSGP Round-16	2020	\$ 141,383	\$ 141,383				
169		FY18 Federal Security Grant Projects	2019	\$ 150,000	\$ -				
170		* Replacement of Guard Booths BI Main Gate	2019	\$ 45,000	\$ -				
171					\$ -				
172		*Remaining \$580,000			\$ -				
173		** TMT Upgrade / Place Rail Yard CCTV System	2020	\$ 130,000	\$ 130,000				
174		**Life Cycle Management of reamaining XTS Motorola 800 MHz handheld p	2020	\$ 250,000	\$ 250,000				
175		** TMT Upgrade / Replace Main Gate / North Gate / PCOB CCTV	2020	\$ 200,000	\$ 200,000				
176		*Remaining \$390,000			\$ -				
177		** Upgrade/Replace all Terminal Big Voice & Electronic Signs (Mass Notific	2020	\$ 150,000	\$ 150,000				
178		** Cruise Terminal VBIED mitigation barricades	2020	\$ 60,000	\$ 60,000				
179		** Cruise Terminal Active Shooter Monitoring / Alert System	2020	\$ 100,000	\$ 100,000				
180		** PCOB Active Shooter Hardening / P.A. alert system	2020	\$ 80,000	\$ 80,000				
181					\$ -				
182		FY19 FSTED / FDOT Grant -			\$ -				
183		**Fixed Access Control Bio-Metric Readers/Cameras/Pedestals/Ballards	2020	\$ 39,000	\$ 39,000				
184		**License-Plate Readers (LPR)/CCTV Sensors/Cameras/Modules/Installatic	2020	\$ 33,250	\$ 33,250				

				2020	2021	2022	2023	2024	2025
185		**Installation of Communications Fiber	2020	\$ 25,000	\$ 25,000				
186					\$ -				
187					\$ -				
188		Total Miscellaneous		\$ 389,482,033	\$ 73,782,045	\$ 157,017,110	\$ 102,017,110	\$ 2,017,110	\$ 2,017,110
189	Other Capital	<u>BLOUNT ISLAND</u>	2019		\$ -				
190		Sweeper Replacement	2019	\$ 250,000	\$ -				
191		Loader/Backhoe Combo	2019	\$ 95,000	\$ -				
192		Vehicle Replacements - BI	2019	\$ 66,000	\$ -				
193		Dock Shore Power Upgrades to 480	2019	\$ 55,000	\$ -				
194		Structure bolt replacement for 3 Hanjung Cranes (at boom and gantry)	2019	\$ 30,000	\$ -				
195		Lighting Replacement in Warehouse #1	2019	\$ 15,000	\$ -				
196		Elevator safety devices for cranes Required	2020	\$ 85,000	\$ 85,000				
197		100 Gauge ZPMC Spreader	2021	\$ 250,000	\$ -	\$ 250,000			
198					\$ -				
199					\$ -				
200					\$ -				
201		Vehicles BIMT Service Trucks (2) per year	2020		\$ -				
202		Vehicles BIMT Service Trucks (2) per year	2021	\$ 68,000	\$ -	\$ 68,000			
203		Vehicles BIMT Service Trucks (2) per year	2022	\$ 70,000	\$ -		\$ 70,000		
204		Vehicles BIMT Service Trucks (2) per year	2023	\$ 72,000	\$ -			\$ 72,000	
205		Vehicles BIMT Service Trucks (2) per year	2024	\$ 74,000	\$ -				\$ 74,000
206					\$ -				
207		Electrification of HANJIN cranes	2024	\$ 1,000,000	\$ -				\$ 1,000,000
208					\$ -				
209		<u>TALLEYRAND</u>			\$ -				
210		Dock Bollard Replacements (Note: All bollards required = \$200K purchased)	2019	\$ 100,000	\$ -				
211		Dock Bollard Replacements	2020	\$ 50,000	\$ 50,000				
212		Dock Bollard Replacements	2021	\$ 50,000	\$ -	\$ 50,000			
213		90 hp Tractor with 12 foot Batwing Rotary Mower	2021	\$ 80,000	\$ -	\$ 80,000			
214					\$ -				
215		Vehicle Replacements - TMT	2019	\$ 66,000	\$ -				
216		Vehicle Purchases (need to split between locations)	2020	\$ 300,000	\$ 300,000				
217					\$ -				
218		Vehicles TMT Service Trucks (2) per year	2020		\$ -				
219		Vehicles TMT Service Trucks (2) per year	2021	\$ 68,000	\$ -	\$ 68,000			
220		Vehicles TMT Service Trucks (2) per year	2022	\$ 70,000	\$ -		\$ 70,000		
221		Vehicles TMT Service Trucks (2) per year	2023	\$ 72,000	\$ -			\$ 72,000	
222		Vehicles TMT Service Trucks (2) per year	2024	\$ 74,000	\$ -				\$ 74,000
223		IHI elevator upgrade	2021	\$ 300,000	\$ -	\$ 300,000			
224		Elevator safety devices	2021	\$ 20,000	\$ -	\$ 20,000			
225		Elevator safety devices	2022	\$ 30,000	\$ -		\$ 30,000		
226		Elevator safety devices	2023	\$ 10,000	\$ -			\$ 10,000	
227		Spare Impsa crane hoist motor	2020	\$ 75,000	\$ 75,000				
228		Equipment storage cover	2021	\$ 100,000	\$ -	\$ 100,000			
229		Impsa crane snag load cylinder rebuilds	2020	\$ 20,000	\$ 20,000				
230		Impsa crane weight / load system upgrade	2021	\$ 20,000	\$ -	\$ 20,000			
231		Spare Caterpillar engine rebuild	2021	\$ 200,000	\$ -	\$ 200,000			
232		Additional (third drive) for 10486 ZPMC crane	2020	\$ 250,000	\$ 250,000				
233					\$ -				
234					\$ -				
235		<u>DAMES POINT MARINE TERMINAL</u>			\$ -				
236		Golf Cart Replacement (3) (Cruise Terminal)	2020	\$ 30,000	\$ 30,000				
237		Bollard between TRAPAC and Martin Marietta Berth 18	2020	\$ 100,000	\$ 100,000				
238					\$ -				
239					\$ -				
240					\$ -				
241		<u>SECURITY/SECURITY OPERATIONS CENTER</u>	2019		\$ -				
242		Fire Alarm Tie In to SOC	2019	\$ 100,000	\$ -				
243		Fire Alarm Tie In to SOC	2020	\$ 50,000	\$ 50,000				
244		Upgrade SOC parking lot lighting	2020	\$ 7,500	\$ 7,500				
245		Public Safety Vehicle	2019	\$ 35,000	\$ -				
246		SOC HVAC Enhancement	2019	\$ 35,000	\$ -				
247					\$ -				
248					\$ -				
249					\$ -				
250		<u>PCOB</u>	2019		\$ -				

				2020	2021	2022	2023	2024	2025
251	PCOB Central Heat	2019	\$ 120,000	\$ -					
252	HVAC Variable Speed Drives (Board Room & HR Office)	2019	\$ 15,000	\$ -					
253	IT Hardware/Software Upgrades	2019	\$ 50,000	\$ -					
254	IT Hardware/Software Upgrades	2020	\$ 50,000	\$ 50,000					
255	IT Hardware/Software Upgrades	2021	\$ 50,000	\$ -	\$ 50,000				
256	IT Hardware/Software Upgrades	2022	\$ 50,000	\$ -		\$ 50,000			
257	IT Hardware/Software Upgrades	2023	\$ 50,000	\$ -			\$ 50,000		
258	IT Hardware/Software Upgrades	2024	\$ 50,000	\$ -				\$ 50,000	
259	New Audio System for Board Room	2019	\$ 10,000	\$ -					
260	Board Management Package	2020	\$ 50,000	\$ 50,000					
261	Internet upgrade	2020	\$ 35,000	\$ 35,000					
262	Bathroom upgrade (2nd floor womens)	2020	\$ 20,000	\$ 20,000					
263	Replace Air Handler units 1 and 2	2020	\$ 90,000	\$ 90,000					
264	Replace Air Handler units 3 and 4	2021	\$ 95,000	\$ -	\$ 95,000				
265	Roof Top Unit (3-ton) for CEO/Conference Rooms	2022	\$ 10,000	\$ -		\$ 10,000			
266	Seal Coat PCOB parking lot/Restripe	2021	\$ 5,000	\$ -	\$ 5,000				
267	PCOB Cooling Tower	2023	\$ 30,000	\$ -			\$ 30,000		
268	Ford Transit Connect Van to replace asset #8555 (Crown Vic) - Procurement	2021	\$ 30,000	\$ -	\$ 30,000				
269				\$ -					
270				\$ -					
271	OTHER			\$ -					
272	Electronic Document Management System	2020	\$ 50,000	\$ 50,000					
273	Shelving for additional row o finventory at BIMT	2022	\$ 20,000	\$ -		\$ 20,000			
274	Barcode system for inventory management and control	2021	\$ 75,000	\$ -	\$ 75,000				
275	Forklift (sidelift) for inventory usage	2022	\$ 25,000	\$ -		\$ 25,000			
276	Replace Tour Bus	2020	\$ 100,000	\$ 100,000					
277	Total Other Capital		\$ 5,522,500	\$ 1,362,500	\$ 1,411,000	\$ 275,000	\$ 234,000	\$ 1,198,000	\$ -
278	TOTAL CAPITAL PROJECTS		\$ 662,337,533	\$ 125,731,545	\$ 195,618,110	\$ 105,192,110	\$ 14,082,110	\$ 29,640,110	\$ 69,885,000