

REQUEST FOR QUALIFICATIONS

RFQ No. AE-177A

Marine Engineering Consulting And Design Services For the Jacksonville Port Authority

RFQ Due Date: TUESDAY, JANUARY 21, 2020 at 2:00 PM (EST)

Sandra Platt, Sr. Contract Specialist

PROCUREMENT SERVICES

2831 Talleyrand Avenue, Jacksonville, Florida 32206

Sandra.Platt@jaxport.com



<http://www.jaxport.com/procurement/active-solicitations>

**REQUEST FOR QUALIFICATIONS
MARINE ENGINEERING CONSULTING AND DESIGN SERVICES
JACKSONVILLE PORT AUTHORITY
CONTRACT NO.: AE-177A
PUBLIC NOTICE**

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

The JPA will utilize an external **Professional Marine Engineering Consultant Firm** to augment and support the JPA's 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 to be performed while not all inclusive, include professional architecture, surveying, marine engineering design services and other related services as described herein required to support the Senior Director of Engineering and Construction and other JPA staff in the construction, rehabilitation, and renovation activities pertaining to the following marine terminal facilities or structures: **wharfs, docks, berths, bulkheads, dock-piles, dredge material management areas, dock-rails and other similar facilities or structures located at 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, JANUARY 6, 2020 at 10:00 AM (EST)**, in the Public Meeting Room, First Floor of the Port Central Office Building located at 2831 Talleyrand Avenue, Jacksonville, Florida 32206. Attendance is highly recommended for any firm that may be considering submitting Statement of Qualifications.

[ALL STATEMENTS OF QUALIFICATIONS WILL BE RECEIVED BY THE JPA'S PROCUREMENT SERVICES, UNTIL TUESDAY, JANUARY 21, 2020 at 2:00 PM.](#)

The Request for Qualifications document can be downloaded from: <http://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 Marine Engineering Consulting and Design Services for the JPA**. Therefore, the JPA is specifically seeking a Consultant Firm capable and with

experience in providing Professional Marine Engineering Consulting and Design Services for the maritime industry or Ports of similar size.

The Professional Marine 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: wharfs, docks, berths, bulkheads, dock-piles, dredge material management areas, dock-rails and other similar facilities or structures located at JPA's marine terminals. Such activities are being grouped in this RFQ in accordance with CCNA provisions.

Task orders will be issued in accordance with Florida Statutes. Section 287.055(2)(g) speaks to "work of a specified nature as outlined in the contract required by the agency." The list of projects attached to the solicitation includes the projects of a specified nature (as examples) and the JPA may proceed with utilizing the selected firm for these or similar projects. The selection of a qualified firm does not create a vested interest in the projects listed nor is it a guaranty that the JPA will issue a task order for all such work. The JPA reserves the right to procure services for any or all phases of the work for projects on the list through an independent competitive process. In addition, the JPA reserves the right to compete any work when the construction value exceeds \$1,000,000.

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, design, surveying, marine engineering design services and other related services as described herein required to support the Senior Director, Engineering and Construction and other JPA staff in the construction, rehabilitation, and renovation activities pertaining to the following marine terminal facilities or structures: wharfs, docks, berths, bulkheads, dock-piles, dredge material management areas, dock-rails, bridges, cranes and other similar facilities or structures located at JPA's marine terminals. Although the Consultant Firm may provide all services as required through its own staff, some services may be added through sub-consulting on a project by project basis.

The Consultant Firm shall not assign or subcontract any professional work of this 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 Marine 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 Services 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 Consultant leading the Team with one or more sub consultants to supplement the Consultant's resources within specific areas of expertise. The Consultant Firm serving in the role as a Consultant on a Consultant Team will be limited to participating only on that Consultant Team for which they are the 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 included. Front and Back covers and Tabs are not included in the 35 page count. Text shall be a minimum font size of twelve (12). A copy of the SOQ must also be submitted in electronic format on a flash drive. 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-177A Marine 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
TUESDAY, JANUARY 21, 2020 AT 2:00 PM (EST) TO:**

Procurement Services
Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, FL 32206-0005
Telephone: (904) 357-3017

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 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 Certificate of Insurance 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 | December 20, 2019 |
| 2. Pre-Submission Meeting | January 6, 2020 |
| 3. Questions Cut-Off Deadline | January 8, 2020 |
| 4. Statements of Qualifications Submittal Date | January 21, 2020 |
| 5. Evaluations and Shortlist of Consultants/Firms | January 27, 2020 |

- | | |
|---|-------------------|
| 6. Oral Presentations / Interview Date | February 3, 2020 |
| 7. JPA Awards Approval Final Rankings/Negotiation | February 11, 2020 |
| 8. Negotiation for Fees | February 18, 2020 |
| 9. JPA Awards Approval of Firm | February 25, 2020 |
| 10. JPA Board Approval of Firm | March 9, 2020 |
| 11. Issue and Execute Agreement with Firm | March 2020 |

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SECTION 2 TERMS AND CONDITIONS

2.01 PRE-SUBMISSION MEETING

A Pre-Submission Meeting is scheduled for **MONDAY, JANUARY 6, 2020 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 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, JANUARY 8, 2020 at 12:00 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
Jacksonville Port Authority
P.O. Box 3005
Jacksonville, FL 32206-0005

Any such request which is not received at least five (5) working days before opening of SOQ's 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 <http://www.jaxport.com/procurement/active-solicitations> or call the Procurement Services 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 Services 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 subconsultants 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 or reimbursables. It is the JPA's intent to allow for an administrative mark-up rate as indicated in Section 3.10.1.A.vii as long as those costs are reasonable, allocable, and determined to be allowable under FAR – Part 31 Contract Cost Principles and Procedures, Sections 31.201, 31.202, 32.203 and 31.205.

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 one or more Consultant Firms, who will be added as a 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 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. The amount of business each awarded Consultant receives will be based on contract performance and current business requirements.

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 Consultant 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 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 Business Enterprise (SBE), Minority (MBE) and Women-owned (WBE) Business Enterprises when applicable. Projects included under RFQ AE-177A will use a combination of funding from local, state and federal sources. Projects that will be strictly funded by local dollars will be assigned a not less than six (6%) percent SEB (Small Emerging Business) requirement as detailed in the RFQ. The JPA supports FDOT's overall goals for DBE participation and encourages DBE subcontracting opportunities on projects funded through FDOT State funding; however, a DBE participation goal will not be assigned.

The funding source will be identified on each task order issued under the Agreement AE-177A 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 will 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 this 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 this 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 Contract 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 this 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 agree, 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 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

3.0 GENERAL

The Jacksonville Port Authority (“JPA”) is seeking **Professional Marine 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 JPA’s capital work program. The JPA will utilize the external Marine Engineering Consultant Firm to augment and support engineering services, on as needed basis. Examples of the work to be performed, while not all inclusive, include professional architecture, surveying, marine engineering design services and other related services as described herein required to support the Senior Director of Engineering and Construction and other JPA staff in the planning, design, construction, rehabilitation, and renovation activities pertaining to the following marine terminal facilities or structures: wharfs, docks, berths, bulkheads, dock-piles, dredge material management areas, dock-rails and other similar facilities or structures located at JPA’s marine terminals.

The Consultant Firm will provide these services to assist in performance of the JPA’s mission. 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 JPA, 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 JPA’s staff. In addition, the JPA 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 and 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. A Consultant who conducts alternatives studies, conceptual engineering or preliminary planning of a project

will be precluded from the project solicitation process regardless of the method of delivery or the project design fees / construction costs at issue.

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 subconsultant 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 MARINE ENGINEERING - SCOPE OF SERVICES

Provide professional marine engineering services for construction, rehabilitation, and renovation activities pertaining to the following marine terminal facilities or structures: wharfs, docks, berths, bulkheads, dock-piles, dredge material management areas, dock-rails, bridges, cranes and other similar facilities or structures located at JPA's marine terminals. Professional marine engineering services shall include environmental, geotechnical, planning, surveying and other related marine engineering services required to support the Senior Director of Engineering and Construction and his staff.

The Capital Projects List attached hereto as Attachment "I" 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 and specifications 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 the 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 Perform project feasibility/engineering analysis, long-range planning, project permitting and design of various marine and coastal projects that would include preparation of planning documents, modeling, simulations and studies including:
 - a) Dredge operations, land reclamation, beneficial use and dredged material management area plans
 - b) Mooring and berthing capabilities analysis including coal ironing
 - c) Erosion controls and mitigation
 - d) Navigation and vessel traffic and berthing analysis and studies
 - e) Service life cycle modeling of various marine infrastructure
 - f) Contract administration

- 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 Provide design services for various marine structures including but not limited to bulkheads, piers, docks, mooring facilities, berths, dredging, or causeways, and other miscellaneous waterfront facilities.

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 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 this 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 Facilities Development.
- 3.05.2 Assist the JPA's Staff with preparation of following documents: Annual Capital Budgets, Strategic Master Plans, Dredge Material Management Plans and 5 and 10-Year Capital Improvement Plans. Prepare project lists, summaries, exhibits and justifications for identifying Capital Improvement Projects; prepare board agenda items, reports and project justifications. Assist with board presentations, prepare grant applications, coordinate with and support other departments as required including Finance, Terminal Operations, IT, Public Safety, Planning and Properties and Marketing, etc.
- 3.05.3 Comply with State and Federal (DBE, SBE, MBE, and WBE requirements as well as 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.

3.06 SYSTEM REVIEW, ANNUAL REPORT AND BONDING SUPPORT

- 3.06.1 As requested, prepare reports, studies on such items as; dredge material management capacity, 5 year and 10 year capital improvement plans, 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), qualified in value engineering of marine 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 design and 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 Perform various miscellaneous environmental services including:
 - a) Assist with development and execution of agency's regulatory strategy, compliance and coordination.
 - b) NEPA documentation, permitting (local, state and federal) and mitigation
 - c) Assist with hydrodynamic, sediment transport analysis and modeling.
 - d) Perform marine terminal inspections (NPDES, SPCC) and training support
 - e) Assist with harbor deepening support.
 - f) Prepare and coordinate permitting for future marine terminal development projects.
 - g) Seek grants or other sources of funding for environmental initiatives.
 - h) Design of storage ponds, impoundment areas, pumping stations, swales, weirs and culverts.

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 Marine 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, to 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 marine 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 Services During Construction / Inspection 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 Florida Inland Navigation District (FIND), 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. Develop an asset management database that includes, but is not necessarily limited to, the physical elements and conditions of the components of each marine terminal that would be affected by the assignment under consideration. This includes, where appropriate, detailed investigations and the testing of existing components to assure their integrity and functional utility.

D. Provide for the planning and design for rehabilitation and expansion of marine terminal utilities including, but not necessarily limited to electrical power, sanitary, sewer, potable water, and fire suppression systems. Development of new utilities' systems for undeveloped sites will also be a part of this requirement.

E. Provide master planning and a development and revitalization program for marine facilities. This expertise shall include facility layout for intensifying development via phased expansion. System modeling for optimum layout will be required.

F. Develop programs to monitor and manage the types of wastes generated in the maintenance, repair, and servicing of all types of marine equipment. Design of certain storage/containment facilities is included.

G. 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.

H. 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.

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

J. 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 fees (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. Principals 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 this 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 Facilities and Development 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 and 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 this 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.

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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. CONSULTANT FIRM'S CONTACT INFORMATION AND EXPERIENCE – As a minimum requirement, the Consultant Firm must have a minimum of ten (10) years of experience in Professional Marine 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 or at a minimum, during the performance of this Agreement. 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. 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. **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. 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. **CONSULTANT FIRM - LIST OF RELEVANT EXPERIENCE AND REFERENCES** - Proposer must provide a minimum of five (5) 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. The Consultant Firm must provide at least five (5) references regarding the performance and experience with engineering in the maritime industry or with an organization with a size similar to or larger than the JPA, which includes key personnel being assigned to the Consultant firm's team.
- E. **PRIMARY SUBCONSULTANT FIRM'S CONTACT INFORMATION** – Proposer must provide the following information for each of the primary sub Consultant Firms on the 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 an Organizational Chart for the 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 this 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 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, and any other important staff members to be assigned to this contract (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 and Construction. It is expected that the resumes provided represent the actual personnel expected to perform the work.

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 marine 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 Consultant Firm must have a minimum of ten (10) years of experience in professional Marine Engineering Consulting and Design.

MARINE ENGINEERING CONSULTANT MINIMUM REQUIREMENTS

1. Project Principal – Must have a minimum of fifteen-years (15) of Professional Marine 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 this 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 Marine Engineering Consulting and Design Services experience, which consist of providing cooperative assistance such as studies, opinions, and marine engineering support to the Engineering’s staff. Provide a photocopy of the Professional Engineer(s) current license(s) to be assigned to this 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 (10) years of Professional Marine 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 this 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 Marine Engineering expertise with projects of similar size and scope. Provide a photocopy of the Professional Engineer(s) current license(s) to be assigned to this 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 organizational chart, stage of completion of each project and anticipated completion date. Discuss ability of lead office is 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 SIZE 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 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 (5), they have provided the scope of services contemplated herein.
- (iii) List only those projects where the Consultant was the Consultant (not a sub consultant).
- (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 this 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 goal 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.
3. provide an explanation of how it typically manages its engagements to realize project budgetary goals, timetables and quality control objectives.

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 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 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 / 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 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 section 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 _____

ATTACHMENT "B"

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: _____

ATTACHMENT "C"

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:

ATTACHMENT "D"

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)

___X___ 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

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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/SBAS: _____ <i>PRIOR MONTH</i> CUMULATIVE NON- JSEB/MBE/WBE/DBE/SBAS: _____ CUMULATIVE JSEB/MBE/WBE/DBE/SBAS: _____ CUMULATIVE NON- JSEB/MBE/WBE/DBE/SBAS: _____	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/SBATYPE 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): _____

 Notary Public
 AE-177A

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

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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)

___X___ 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

ATTACHMENT "E"

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: _____
(Signature)

By: _____

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

²**TYPE 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

**JACKSONVILLE PORT AUTHORITY
CONSULTANT AGREEMENT
AUTHORITY**

This Agreement entered into as of _____, 2020 (the “Effective Date”) by and between:

JACKSONVILLE PORT AUTHORITY, a public body corporate and politic under the laws of the State of Florida (the “Authority”), located at 2831 Talleyrand Avenue Jacksonville, Florida 32206

and _____ (the “Consultant”), a _____ corporation authorized to transact business in Florida and with its principal offices at _____.

to provide, subject to separate engagements incorporating the terms of this Agreement, for Marine Consulting and Design Services for Projects (as hereinafter defined) similar to or of the type included in Authority the CAPITAL PROJECT LIST (Exhibit “C” attached hereto) as more specifically described in A/E #177A Marine Consulting and Design Services, Request for Qualifications (“RFQ”) for the Jacksonville Port Authority;

WHEREAS, the Authority will, from time to time, require Professional Marine Consulting and Design Services (the “Professional Services”) in connection with activities planned and constructed for the Authority, as more fully described in the RFQ; and

WHEREAS, the Authority has determined its desirable to have one or more professional consultant(s) to assist the Authority’s staff in performing a wide range of marine engineering, architectural, environmental, surveying, mapping, technical, project management, services during construction and administrative services pertaining to the construction, rehabilitation, and renovation activities of marine terminals facilities and/or structures such as: wharfs, docks, berths, bulkheads, dock piles, dredge material management areas, dock-rails and/or such other similar facilities or structures; and

WHEREAS, the Authority, based on Consultant’s response to the RFQ and subsequent interviews and/or negotiations, has selected the Consultant as having satisfactory qualifications to perform such services for the Authority; and

WHEREAS, the Consultant represents that it has the professional qualifications, capability and willingness to perform the various professional services required to assist the Authority in scoping and implementing the Authority’s Projects; and

WHEREAS, Authority and Consultant have successfully negotiated the terms of this Agreement in accordance with the provisions of § 287.055, Fla. Stat.;

NOW THEREFORE, in consideration of the covenants and promises herein contained, and for other good and valuable consideration, the Authority and Consultant agree as set forth below:

DEFINITIONS

ARTICLE 0 - DEFINITIONS

0.1 Authority: Jacksonville Port Authority

Those plans and projects produced by the Jacksonville Port Authority that outlines and defines the work required to construct the project.

0.2 Request for Consultant Services.

A document produced by the Authority and issued to the Consultant that defines a project, funding source, states the general goals and objectives of the project, identifies those services requested of the Consultant, and requires a written response (within a stated time) from the Consultant in the form of a Project Proposal as defined in Section 1.2.2.

0.3 Subconsultant.

A person or company who is not an employee or owned by the Consultant, who may provide professional services to the Consultant, for the express benefit of the Authority through a contractual relationship with the Consultant.

0.4 Subcontractor.

A person or company who is not an employee or owned by the Consultant, who may provide actual construction or work associated with labor, materials and equipment to the Consultant through a contractual relationship with the Consultant.

0.5 Project.

A defined set of parameters that encompass all those activities and actions necessary to produce, complete, or attain a design, specific physical change, alteration, study, inspection or other activity.

0.6 Consultant.

The single legal entity, selected by the Authority under this Agreement, who is licensed to do business in the State of Florida to provide Professional Consulting and Design Services.

0.7 Capital Purchase Order.

A purchase document, initiated by Authority where specific project parameters, conditions, schedules, payment method and price are defined. Receipt of a fully executed Capital Purchase Order is the authorizing document for the Consultant to begin work.

0.8 Contract Documents.

The Contract Documents shall consist of this Agreement, the Capital Purchase Order(s), any duly authorized contract amendment or change order, the RFQ and consultant's response to the RFQ all of which are hereby incorporated by reference as if fully set out herein. The Contract Documents are meant to be complementary and what is called for by one is called for by all. If there are any conflicting terms between the Contract Documents the following is the order of precedence Authority will generally consider in resolving the conflict:

- Amendment/change order to Capital Purchase Order(s)

- Capital Purchase Order(s)
- Amendments to Agreement
- Agreement, including all Exhibits
- RFQ and all addenda thereto
- Consultant's Response to RFQ

ARTICLE 1 - CONSULTANT'S SERVICES AND RESPONSIBILITIES

1.1 Division of Work.

It is the desire of the Jacksonville Port Authority that the work of this Agreement be shared with other qualified consultants of the City of Jacksonville to the extent that such goal does not diminish the goal of selecting the most qualified consultants. Therefore, within the constraints of Florida Statute 287.055, it will be a goal of this Agreement that the Consultant will perform at least 50% of the work of this Agreement (by dollar volume) from within its own staff.

It is intended that the Division of Work, including Small and Minority Businesses participation goal for the Authority, State or Federal funded projects will be accomplished evenly throughout the year. Performance against the goal will be audited at the end of each Agreement year. Any adjustments necessary to attain the apportionment of work for Small and Minority Businesses participation goal may be accomplished in the following year. Subconsultants who are selected by the Consultant should preferably be established Jacksonville firms who are not owned by the Consultant, and have a substantial presence in the City of Jacksonville. In all cases, the Consultant will be the single point of contact for the Authority for all issues related to this Agreement. The Consultant will retain all responsibility and liability for the performance of its Subconsultants.

1.2 Initiation of Specific Projects.

The Authority will initiate each Project by issuing a "Request for Consultant Services (RFCS)". The "Request for Consultant Services" will be signed by the Senior Director, Engineering and Construction, and will state the Authority's general goals and objectives to be achieved in the Project; the funding source; any special service that may be required of the Consultant of which the Authority may be aware; and a tentative schedule for completion of the Project.

1.2.1 Project Proposals.

Upon receipt of a "Request for Consultant Services," the Consultant shall respond with a completed Project Proposal by the due date, indicated on the "Request for Consultant Services". Each Project Proposal shall include a Work Plan, a Budget, a Payment Method, an Implementation Schedule, and a Staffing Schedule, as defined in this Section.

1.2.2 Work Plan.

The Project Work Plan shall identify on a task-by-task basis, specific technical and/or administrative resources, and tasks that will be required to fully and completely respond to the Authority's "Request for Consultant Services". In developing the Project Work Plan, the Consultant shall be responsible for reviewing the requirements for the Project with the Authority, to assure a full and complete understanding, delineation and achievement of the goals and objectives for the Project.

The Work Plan proposed by the Consultant shall include, but not necessarily be limited to an itemization of the tasks that will be accomplished by the Consultant through the various phases of each Project. The Work Plan shall be developed by the Consultant in a manner that will assure the orderly progression and successful completion of the requested service and the accuracy, timeliness, and cost effectiveness of all work produced by the Consultant.

1.2.3 Budget.

The Project Budget shall provide a detailed estimate and itemization of all costs that will be incurred in accomplishing the Project Work Plan. Only costs specifically authorized by this Agreement, or otherwise in writing by the Authority, shall be used to develop the Project Budget. The Project Budget shall be organized into the following categories:

- o Professional fees based on Contract Hourly Rates, as detailed in EXHIBIT "A".
- o Direct (reimbursable) expenses as defined in EXHIBIT "A".
- o Preliminary budget estimate of all costs necessary to complete the Project through construction, testing, and final acceptance.

1.2.4 Implementation Schedule.

The Implementation Schedule shall be maintained using e-Builder software, a computer based project management system that is capable of graphically depicting and tracking the duration, dependency, and cost of each phase and/or task necessary to complete the Work Plan. The Implementation Schedule shall clearly identify all Project milestones, be capable of assigning and monitoring the utilization of all resources assigned to the Project, and be fully suitable for reporting progress throughout the duration of each Project.

1.2.5 Staffing Schedule.

The Staffing Schedule shall detail the proposed staff to be assigned to the Project on a task-by-task basis, including Subconsultant staff, where utilized. Clearly identify each participant's role and note which individual(s) is responsible for quality assurance and cost control. Consultant shall notify the Authority in advance of any changes or substitutions to the Staffing Schedule, along with a brief justification.

1.2.51 Though each Project Proposal shall contain a Work Plan, Budget, Implementation Schedule, and Staffing Schedule as essential elements, the organization and structure of each detailed Project Proposal may vary, depending on the nature of each Project and the specific services to be rendered. The Authority shall be the final determinant as to the acceptability of each Project Proposal.

1.2.5.2 Actual service shall be rendered on a project-by-project basis, each Project being specifically and individually authorized by the Authority with issuance of a Capital Purchase Order, as detailed in Section 1.2.5.

1.2.6 Capital Purchase Order.

Following review, and a determination of acceptability of the Consultant's detailed Project Proposal, the Authority shall issue a Capital Purchase Order. The Capital Purchase Order shall summarize the scope of each assignment, any limiting conditions or requirements, and authorize the initiation of service on the specific Project to which it refers. All Capital Purchase Orders shall be subject to the approval of the Authority Engineering Department or the Granting Authority where grant funding is to be utilized in the Project. Each Capital Purchase Order shall contain a Maximum Indebtedness or Not to Exceed amount that indicates the consideration to be paid by the Authority to Consultant for the Work performed pursuant to the particular Capital Purchase Order.

1.3 Subconsultants.

It is understood and agreed that there are no Subconsultants or Subcontractors as parties to this Agreement. It is further agreed that when and if the services of a Subconsultant or Subcontracting firm is necessary, the selection of that firm and the respective responsibilities of that firm are the sole responsibility of the Consultant. All Subconsultants and Subcontractors are subject to prior acceptance, in writing, by and at the sole discretion of the Authority.

1.4 Project Management.

1.4.1 Project Manager.

It is understood and agreed that _____ shall represent the Consultant as its Project Principal in the performance of this Agreement. _____ will be the Project Manager for Marine. _____, PE will be the Design Engineer. _____ will be QA/QC Engineer. _____ will be Port/Marine Senior Project Engineer and _____, Marine Terminal Planning/System Modeling.

1.4.1.1 No one else will be assigned to act in the capacity of the Project Director or Project Manager without prior written approval of the Authority (see Article 3.6), which will generally not be given, except under extenuating circumstances.

1.4.1.2 It is further understood and agreed that the Consultant's Project Manager shall be responsible for, and will direct and coordinate the activities of the Consultant, its Subconsultants or Subcontractors and any other provider of service in carrying out the work, as set forth in any or all Capital Purchase Orders issued under this Agreement.

1.5 Time of Performance.

1.5.1 It is agreed that general service under this Master Agreement is initiated on the Effective Date, and shall continue, unless sooner terminated by the Authority, with or without cause, for a period of three (3) years from the Effective Date, with an option to renew on a year to year basis for two (2) additional, one (1) year periods, upon mutual agreement. Service on specific projects will commence upon receipt of a fully executed Capital Purchase Order from the Authority, and shall be undertaken and completed in the manner and in conformance with the Implementation Plan authorized. Should service on any Capital Purchase Order authorized before the scheduled expiration of this Agreement be incomplete as of that date, service shall continue on such Capital Purchase Order until it is complete or is otherwise terminated, as provided for in the Master Agreement.

1.5.1.1 The Authority reserves the right to renew this Master Agreement upon mutual agreement for up to two additional one-year terms. The Authority shall notify Consultant of its intent to renew
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the Agreement, in writing, no less than 30 calendar days prior to the initial or subsequently extended termination date.

1.6 Responsibility of the Consultant

1.6.1 The Consultant shall be responsible for the professional certifications; quality; technical accuracy and the coordination of all calculations; design; drawings; specifications; recommendations; reports; inspections; surveys; change orders; and other services furnished by or through the Consultant under this Agreement. Without limiting any of its other obligations or liabilities the Consultant shall, and without additional compensation, correct or revise or cause to be revised any errors or omissions in its work and other services, and shall be responsible for any delay, disruption, or other damages consistent with the Consultant's responsibilities.

The standard of care expected from these consultant services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed.

1.6.2 The Consultant shall ascertain from the Authority and understand the budgetary constraints for each Project and major sub-elements thereof. This information shall be disseminated throughout the Consultant's staff, including Sub consultants, if any, so as to enable compliance with Section 5.4.2.

1.6.3 If, during any stage of the Project, an error, conflict or omission is encountered in construction or testing documents under the responsibility of the Consultant, the Authority shall direct the Consultant to correct said error, conflict or omission at no additional cost to the Authority. If the error is discovered after work has commenced on the subject of the error, the Consultant shall be responsible for all costs of necessary corrective actions that exceed the normal, reasonable cost of similar installations, testing, or construction had the subject error, conflict or omission not occurred. If the Consultant should fail to take the necessary actions to initiate and pay for the corrective actions, as outlined in this Article, the Authority may initiate corrective action and pay those costs directly to the appropriate party, and subsequently deduct that amount from any sum owed the Consultant. In the event that the Consultant should dispute the Authority's direction in this regard, the Consultant shall proceed diligently with the work and services in accordance with the decision of the Authority, pending final settlement of the dispute, in accordance with Article 13. of this Agreement.

1.6.4 Neither the Authority's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be construed to constitute a waiver of any rights under this Agreement or, of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the Authority and in accordance with applicable law for all damages to the Authority caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

1.6.5 Consultant's Personnel at Construction Site.

The presence or duties of Consultant's personnel at a construction site, whether as on-site representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to the Authority and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in

accordance with the construction contract documents, and any health or safety precautions required by such construction work.

1.6.6 Contractor Indemnification and Claims.

The Authority agrees to include in all construction contracts the provisions of Section 1.6.5, "Consultant's Personnel at Construction Site," and provisions providing contractor indemnification of the Authority and Consultant for Contractor's negligence.

1.6.7 Materials and Samples.

Any items, substances, materials or samples removed from the Project site by the Consultant, for testing, analysis or other evaluation will be returned to the Project site within 60 days of Project closeout, unless agreed to otherwise by the Authority. The Authority recognizes and agrees that Consultant is acting as an independent contractor.

ARTICLE 2 - COMPENSATION AND METHOD OF PAYMENT

2.1 Method of Payment.

2.1.1 This Section describes the methods of compensation to be made to the Consultant for the services set forth in Exhibit "A". The services are to be provided over the duration of the work specified in the RFQ AE-177A Marine Consulting and Design Services for the Authority. Services to be provided under this Agreement by the Consultant shall consist of individual specific project assignments as further outlined in Exhibit "C". Compensation for services provided will be based on one of the following methods:

2.1.2 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 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 the Authority key staff or as required by law.
 - a. **Straight Time** – Straight time costs shall be the hourly rate paid for an employee based on forty (40) hour work week.
 - b. **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.
 - c. **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.

- d. 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.
 - e. 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 Authority 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. Principals must be approved by the Authority 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. Adjustments to Overhead and Fringe Benefits rate shall be made upon annual negotiation prior to the start of each year of this contract. Included in overhead are the costs of:
 - a. 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.
 - b. The salary costs and other compensation of employees doing general administrative work.
 - c. Non-productive technical salary costs and other compensation, including maintenance of staff to provide readiness to serve.
 - d. 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 the Agreement.
 - v. Direct Reimbursable Expenses – Direct Reimbursable expenses consist of actual expenditures made by the Consultant in the interest of the project.
 - a. Expenses when traveling out-of-town in connection with the project as per the Authority direction in conjunction with a specific work order are reimbursed under the Authority 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 the Authority and the move must be approved by the Authority in advance.

- b. The Consultant will determine the needs for maintaining long term storage for the Authority materials, files and plans and submit a cost effective proposal for accomplishing the task. The final plan will be mutually agreed to by the Authority Senior Director, Facilities Development and the Consultant 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 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 will be allowed to charge a percentage of the subcontract agreement to cover its administration and management costs associated with using the subcontractor. This charge will cover all Consultant 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. The amount will be 5% for all sub agreements. This administrative charge will also be deemed to cover all legal and insurance issues arising out of the use of the subcontractor. No direct time will be charged to the Authority in the Consultant's process of contracting with subcontractors unless specifically allowed by the Authority's Senior Director, Facilities Development prior to the execution of a contract with any subcontractor. However, direct time may be charged by the Consultant for independent, specific technical review of sub consultant's work, if authorized by Authority staff.

2.1.3 Cost Plus With an Upset Limit – Payment for services will be the same as for Cost Plus except that the Authority and the Consultant will have agreed to an upset limit. Unless specified differently by the Authority, 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 the Authority agrees there are changed conditions. This method will require the Consultant to manage the work production to the cost limit.

2.1.4 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 Authority 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.

2.1.5 Payments made incrementally throughout the period of service for each Capital Purchase Order shall represent full compensation for all service(s) required to complete the work of each Capital Purchase Order. It shall include, but not necessarily be limited to, the actual cost of salary, overhead, and direct non-salary (reimbursable) expenses, plus an allowance for profit, willingness to serve, and assumption of responsibilities without regard to the type or nature of service provided or actual cost incurred.

2.1.6 It is hereby understood and agreed that the entire cost of developing Project Proposals under Section 1.2.2 shall be borne by the Consultant, and shall not be a reimbursable cost under this Agreement.

2.1.7 By its acceptance of a Capital Purchase Order, the Consultant certifies that it has a full and complete understanding of all requirements necessary to complete its responsibilities under the Agreement, and provides its assurance that it shall render fully and completely all services required to complete the Authority's Project for the LUMP SUM PLUS COST PLUS with an upset limit or stipulated in each Capital Purchase Order. The Authority, based on this assurance, agrees to incrementally pay the stipulated LUMP SUM fee or MANHOURS EXPENDED PLUS ALLOWABLE REIMBURSABLE EXPENSES as stated in Section 2.1.1, above. The sum of payments under any Capital Purchase Order shall not exceed the maximum amount stated thereon.

2.1.8 The Consultant agrees that invoices for services rendered on each Capital Purchase Order shall be submitted no more frequently than monthly.

2.1.9 Payments shall be made promptly by the Authority within 20 business day after receipt of acceptable Consultant's invoice. The Authority agrees that if some items of the Consultant's invoice are disputed by the Authority, the Authority will pay those non-disputed items of the Consultant's invoice within 20 business days after receipt. The Consultant agrees that each payment shall be made only in response to the Consultant's periodic invoice, in increments proportionate to the satisfactory completion of such services as generally determined acceptable by the Authority. The Consultant further agrees that the incremental charge for all services rendered shall be consistent with, and proportionate to, the current version of the Project Work Plan approved by the Authority, and not be greater than the Project LUMP SUM fee or MANHOURS EXPENDED PLUS ALLOWABLE REIMBURSABLE EXPENSES established in the Capital Purchase Order.

2.2 Progress and Variance Reports.

The Consultant shall submit with each invoice for payment on each Capital Purchase Order a Progress Report that factually summarizes all activities and accomplishments which occurred during the billing period, and a Variance Report that details and explains any difference between the cost budgeted for each task or item, and the current forecast for expenditures anticipated through completion. Any anticipated shortfall that would be created as a result of the periodic payment shall be documented and discussed with the Senior Director, Facilities Development. The shortfall situation shall either be justified or actions initiated to recover the original task or item budget to the satisfaction of the Engineering Services Department prior to payment. All Progress and Variance reporting shall be accomplished in a manner and form that is directly comparable to the Project Proposal developed by the Consultant under Section 1.2.2 for the invoiced Capital Purchase Order.

2.3 Additional Services.

2.3.1 The Consultant agrees to provide all services to this Master Agreement through its Jacksonville office location. Relocation, travel or subsistence expenses for special employees of the Consultant necessary to bring these individuals to Jacksonville to serve this Agreement, are reimbursable only at the sole discretion of the Authority and under special project conditions and as specifically authorized by each Capital Purchase Order.

2.3.2 It is understood and agreed that, at any time or for any reason during the performance of services under the Agreement, it may be necessary for the Consultant to render service that is, or would

be, outside the scope of the services that resulted in the original Capital Purchase Order. To the extent that this service is not consistent with the Scope of Services for that Capital Purchase Order, said service shall be considered Additional Service and is compensable as provided herein.

2.3.3 The Consultant waives compensation under this Article unless the Consultant, prior to rendering the additional service and in writing, serves notice to the Authority identifying, specifically, which additional services are considered necessary, or if the change is requested by the Authority that the change would constitute an additional fee for said service, must be negotiated.

2.3.4 No service for which an additional cost or fee will be charged by the Consultant, shall be furnished without the prior written authorization of the Authority. Such service, if any, shall be compensated for as an Additional Service on the basis of a Project Proposal developed for the specific service contemplated under the general provisions of Section 1.2.2.

2.3.5 In the event a dispute arises as to whether services are necessary, the Authority's determination shall be a pre-condition to any further action by the Consultant.

2.3.6 In the event that a dispute arises as to whether services are, in fact, Additional Services, the Consultant agrees to perform the services at the written direction of the Authority, and to subsequently resolve the dispute pursuant to Article 13.

ARTICLE 3 - THE AUTHORITY'S RESPONSIBILITIES

3.1 Provision of Information.

The Authority shall provide information as to its general requirements for the Project.

3.2 Availability of Information.

The Authority shall assist the Consultant by placing at its disposal all available information pertinent to the Project, including previous reports and any other data relative to design and construction of the Project, provided however, that the Consultant shall be responsible for any analysis, interpretation, application or use of the information thereof by the Consultant in performing hereunder. While the Consultant may reasonably rely upon the accuracy, timeliness and completeness of the information provided by the Authority, the Consultant shall exercise good engineering judgment and due diligence in the use of this information. All information provided hereunder by the Authority will be made available at the Authority's main office, or at the appropriate location of the work.

3.3 Provision of Public Access.

The Authority shall provide access to, and make all provisions for the Consultant to enter upon public and private properties as required for the performance of services under this Agreement. The Consultant's activities under this Article shall be governed by Sections 471.027 and 472.029, Florida Statutes.

3.4 Security Implementation Procedure

The Authority's rigid security standards include the Federal Transportation Worker Identification Credential (TWIC) program, which is administered by the Transportation Security Administration. The TWIC is required for unescorted access to all Authority terminals. It is your responsibility as the

Prime Contractor to ensure that all of your employees and sub-contract personnel working for your company have been properly screened and credentialed with the TWIC, and the Authority Business Purpose Credential.

Transportation Worker Identification Credential (TWIC)

The TWIC is required for all Prime Contractor/Sub-Contractor employees working on the job site for this Contract. This credential is for all personnel requiring unescorted access to secure-restricted areas of Maritime Transportation Security Act (MTSA)-regulated facilities. TSA will issue a tamper-resistant “Smart Card” containing the person’s biometric (fingerprint template) to allow for a positive link between the card and the individual.

The fee for obtaining each TWIC® is \$125.25, and the credential is valid for five years. The pre-enrollment process can be initiated online at <https://universalenroll.dhs.gov/> or at a IdentoGo TSA’s Universal Enrollment Service Center.

TWIC: Universal Enrollment Centers

The Jacksonville Universal Enrollment Center is located at: 12400 Yellow Bluff Road, Suite 202, Jacksonville, FL 32226. The office hours are Monday-Friday: 08:00 AM –1:00PM / 1:30PM- 4:00 PM, Note: There is no semi-trailer parking available at this Enrollment Center. For general information you can call the TWIC Call Center at 1-855-347-8371, Monday-Friday, 8 a.m. to 10 p.m. Eastern Time.

Authority Business Purpose Credential

In addition to the TWIC, Authority requires a Authority Business Purpose Credential to be issued and registered at Authority’s Access Control Center located at the 9820 Dave Rawls Blvd. Jacksonville Fl. 32226 (Brick Building next to the Main Gate concourse). Hours of operation are Monday-Friday 7:30AM-4:30PM. The Authority Business Purpose Credential is issued at no cost but expires at the end of the contract provisions.

The Authority prime contractor is responsible for sponsoring all sub-contractors for the Authority Business Purpose Credential.

Federal Training Requirement: (33CFR 105.215) Maritime Security Awareness Training

The Authority is a federally regulated facility under the Maritime Transportation Security Act of 2002 (MTSA) as codified under the US Code of Federal Regulation 33 CFR Chapter 1, Subchapter H Part 105.

33 CFR 105.215-Security training for all other facility personnel. All other facility personnel, including contractors, whether part-time, full-time, temporary, or permanent, must have knowledge of Maritime security measures and relevant aspects of the TWIC program, through training or equivalent job experience.

To meet the requirements of 33 CFR 105.215; the Prime Contractor/Sub-Contractor employees and all support personnel: Engineers, Suppliers, Truck Drivers, Laborers, Delivery persons etc. (NO EXCEPTIONS) are required to attend the Authority’s Maritime Security Training given every Tuesday (10am, 2pm & 5pm) at the Authority’s Access Control Building. Contact the Authority Access Control Center to arrange for the training. The Authority will work with Contractors to conduct timely Maritime Security Training classes for larger groups.

All Prime Contractor/Sub-Contractor employees working on the job site for the Authority are required to attend the Authority's 33 CFR 105.215 (Security/Safety Training for All Other Facility Personnel) class at a cost of \$35.00 per person. Arraignments can be made by calling the Authority Access Control Phone# (904) 357-3344.

TWIC Escort Provisions

To ensure contractors can begin work after they receive a Notice to Proceed, Authority will allow prime contractors to have dedicated employee TWIC Escort(s) to handle those contractor employees who have not yet received their TWIC. **Contractor escorts will be required to purchase and wear a Authority specifically approved ANSI Safety Vest (Blue). Contractor employees under escort must be in possession of a TWIC receipt and wear a Authority specifically ANSI Safety Vest (Orange). The cost of the vest(s) is \$20.00 each and may be purchased at the Authority's Access Control Office.**

Authority Approved TWIC Escort Vests:

ML KISHIGO Brilliant Series-Orange X Back

<https://mlkishigo.com/product/x-back-vest-1530-1531/>

FULLSOURCE ERB S340-Blue

<https://www.fullsource.com/search/?keywords=erb%20s340%20-%20blue>

Contractor deliveries from Non-TWIC vendors may be escorted by Authority approved Prime Contractor escorts. The prime contractor will be required to submit a request for TWIC Escort privileges to accesscontrol@jaxport.com . Once approved, the contractor's employee(s) will attend a Authority provided MTSA TWIC Escort Class in addition to the standard MTSA 33 CFR 105.215 Security Class at a combined cost of \$55.00. These authorized individual(s) must have no collateral duties that will separate the escort from the escorted visitor while serving as escort. Note - Limitations to the number of TWIC Escort authorizations will be set by the Authority Public Safety Department.

Truck drivers, vendors, labor may not conduct escorts.

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

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

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

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

Federal regulation definition: 33.CFR 101.105

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

Authority TWIC ESCORTS

The Authority may provide TWIC escorts with advanced notice (Minimum 24 hours).

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

Authority TWIC Escort Tariff Fees: \$125.00 first two hours; \$50.00 every hour thereafter.

Examples:

1. \$425.00 for one escort for an 8 hour day (=3 TWIC Credentials)
2. \$2125.00 for one escort for 5 days @ 8 hour days (=16 TWIC Credentials)

NOTE:

- All persons entering the Authority under TWIC Escort are required to have a tamper-resistant laminated government issued photo identification card on their person. The Identification Card must meet the USCG MTSA standards of 33 CFR 101.515. (State issued paper temporary drivers licenses are not acceptable identification).
- Any violations of the Authority USCG approved Facility Security Plans will result in a Security Violation Hearing and be subject to temporary or permanent denial of access onto Authority Terminals or ability to TWIC Escort.

Significant Designations on Terminals

- The terms “secure area” and “restricted area” do not mean the same thing. A **secure area** is defined as “the area over which an owner/operator has implemented security measures for access control.” A **restricted area** is defined as” the infrastructure or locations identified in an area, vessel or facility security assessment or by the operator that require limited access and a higher degree of security protection.”
- Entry through the main gates at Blount Island Terminal (BIT) constitutes entry into a secure area; tenant-controlled properties are designated as restricted areas per their individual FSPs.
- Entry into the main gates at Talleyrand Marine Terminal (TMT) and Mitsui/TraPac (MOL) Terminal constitutes entry into a restricted area.
- Entry into the cruise terminal provisions gate, crew gate or terminal doors constitutes entry into a restricted area.

Escorts

Truck drivers, vendors, labor may not conduct escorts. The only exception will be given to the ILA President, Vice President and Business Agent when escorting for purposes other than labor.

Truck Drivers: Truck drivers at the gate with no TWIC and/or no escort into a restricted area, will be turned around and will be assisted by security traffic control to safely park until such time as the escort arrives. Truck drivers are responsible for making contact with their approved escort; The Authority security is not responsible for arranging or providing escorts. Escort must assume written custody of the driver. For cargo trucks, escorts may be in a vehicle providing the escort is able to visually observe the escorted at all times. This policy DOES NOT apply to POVs.

Contractors: Contractors without a Authority badge and TWIC to access the port will be under escort as defined in this policy.

Contract Security (performing security duties): Must have a Authority credential and a TWIC badge and may not be escorted.

Hired Escorts: Hired escorts would be commercial companies providing escort services for tenants in restricted areas; they must be sponsored by a tenant and may be vetted and approved with additional training and an administrative fee.

Vendors: Vendors without a TWIC will be turned away unless they have a dedicated & approved TWIC escort.

Visitors: According to Florida State Law, visitors without Authority credentials may only visit five times in a 90-day period; this policy will remain in effect. Visitors should be vetted at least 24-hours in advance and await escort at the gate where they are seeking access. **A person with a TWIC badge, but without a Authority credential will be treated as a “5/90” visitor.**

Vessel Crewmembers: When a vessel visits a Authority terminal, the vessel’s crew commonly needs to work in the immediate vicinity of their vessel (handling lines, taking draft readings, etc.). Some vessel crew may not have a TWIC, or they may not be U.S. Merchant Mariners. Although the dock, pier, or platform the vessel is moored to, is defined as a restricted area. There is no requirement to escort any of the vessel crewmembers that do not have a TWIC while they work alongside their vessel. **The area of dock directly adjacent to the vessel and extending in shore 18 feet from the vessel shall be designated the Crewmember Confinement Area (CCA).**

Vessel crewmembers may be escorted by approved escorts provided they complete the *TWIC Escort form* and escort under no more than a 1 to 5 ratio (excluding labor, contractors, and vendors). Prior to and upon completion of the escort, they are to contact the Authority SOC at 904.357.3360.

Vessels, in coordination with the calling facility, shall ensure all crewmembers do not access Restricted Areas without approved escort. Any crewmember found outside the Crew Confinement Area (CCA) without a TWIC or approved escort may be considered a security breach under the Authority FSP.

Seamen Center workers, ship’s agents, etc who may pickup crewmembers outside the CCA must have TWIC Escort forms on hand and deliver them to the nearest facility gate once completed.

New Hire Provision: **If a new hire moves from a secured to a restricted access area, they require side-by-side escort by a TWIC holder at all times.** If an individual is a newly hired vessel or facility employee who has applied for but not yet received a TWIC, the owner/operator may grant the individual accompanied access to secure areas of the vessel or

facility. This accompanied access may be granted for a period of up to 30 consecutive calendar days from the date of TWIC enrollment, after notification through Homeport that the individual has passed the name-based check. Accompanied access may be extended for an additional 30 days by the local COTP if TSA has not yet issued the new hire's TWIC. Company/tenant/operator is responsible for reporting and verifying new hires via Homeport. This provision *may not* be used to grant temporary accompanied access to an individual being hired as a CSO, VSO, or FSO or any individual being hired to perform security as a primary duty.

Rail Access

Rail Access: It is the Coast Guard's position that, due to the unique aspects of railroad operations that can impact security at MTSA facilities, all railroad crew servicing secure areas of a MTSA facility should possess a TWIC. The following applies at:

Blount Island Marine Terminal: CSX will contact Authority SOC via e-mail in advance of train arrival on BIMT to report crew TWIC status; if a crewmember does not possess a TWIC, the Authority contract security will provide escort. At no time will the Authority contract security personnel board trains or cross train tracks.

Talleyrand Marine Terminal: All Railroad personnel entering TMT must be in possession of a TWIC.

Any violation of the Authority TWIC rail policy will be treated as a security breach under the Authority FSP.

Additional Comments:

The following standards must be met for escorting in the restricted areas of Authority:

1. Escorts must have in their possession a valid TWIC and a permanent Authority credential.
2. Visitors must have a verified reason to enter the restricted area.
3. Side by side escort requirement must be continual and uninterrupted.
4. The person escorting must be able to immediately contact Authority Security Operations Center at (904.357.3360), as indicated on TWIC Escort Form.
5. Authority Security must be notified if the side by side escort has been compromised or the non TWIC holder engages in unlawful or suspicious activity.
6. Non TWIC holders will not be allowed to occupy a privately-owned vehicle (POV) without a Authority authorized escort.
7. TWIC Escort Form indicates Facility and FSO responsible for the action of the escorted & employees.

TWIC Helpdesk: 1-866-347-8942

3.5 Review of Materials.

The Authority shall review all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the Consultant as a work product developed in response to each Capital Purchase Order. All reviews shall be completed and the results presented to the Consultant to the greatest extent practical within a reasonable time so as not to delay the services of the Consultant.

3.6 Authority's Representative.

The Authority shall designate a person to act as the Authority's representative with respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit instructions; receive information; interpret and define Authority's policies and decisions with respect to materials; equipment, elements and systems pertinent to the services covered by this Agreement, except where the Authority is required to act through its appointed Governing Board. Written authorization and directives issued by the Authority's representative shall be honored by the Consultant, so long as such authorizations and directives are consistent with the scope of services to be provided under the Agreement. It is understood and agreed that for the purpose of this Article, **James Bennett, Sr. Director, Engineering and Construction** or other representative(s) designated in writing by the Engineering Department shall represent the Authority for all matters pertaining to this Article.

ARTICLE 4 - TERMINATION OF THE AGREEMENT

4.1 Termination for Cause.

If the Consultant is adjudicated as bankrupt, or if they make a general assignment for the benefit of creditors, or if a receiver is appointed on account of their insolvency, or if they persistently or repeatedly refuse or fail to supply enough qualified personnel, if they fail to make proper payment to Subconsultants and Subcontractors, or disregard laws, ordinances, rules, regulations or orders of any public authority having jurisdiction or otherwise materially breaches any provision of this Agreement, the Authority may, after 5 days' written notice to the Consultant but without prejudice to any right or remedy, terminate the employment of Consultant and complete the Consultant's services hereunder through others. Termination shall be accomplished by written notice stating due cause, and shall be effective upon receipt. In such case, the Consultant shall be liable to the Authority for all damages and any and all additional costs and expenses occasioned to the Authority thereby.

4.2 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, and if Consultant Firm fails to cure the breach within ten (10) day period of time following the written notice thereof, the Authority 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 Authority 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 Authority as a consequence of the default. Notwithstanding the above, the successful Consultant Firm shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the Agreement by the Consultant Firm, and the Authority 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 Authority from the successful Consultant Firm is determined.

4.3 Termination for Convenience.

The Authority 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 Authority. If the Agreement is terminated by the Authority as provided in this section, the Authority 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 Authority 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 Authority's liability to the successful Consultant Firm upon a termination as provided for in this section.

4.4 Receipt of Notice.

Date of receipt of termination notice shall be established either by Certified Mail Return Receipt or hand delivery with receipt, at the Authority's option.

4.5 Events upon Termination.

Upon termination of the Agreement under either Sections 4.1 or 4.2 the Consultant shall:

- (1) Immediately discontinue all services affected (unless the notice directs otherwise), and
- (2) deliver to the Authority all data, drawings, specifications, reports, estimates, summaries and all other information and materials including, but not limited to, that which may exist in electronic media format, as may have been developed and accumulated by the Consultant in performing this Agreement, completed or in progress.

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

ARTICLE 5 - ASSURANCES

5.1 Indemnification and Insurance.

5.1.1 The successful Consultant and its subcontractors and subconsultants (individually or collectively referred to as the "Indemnifying Parties"), shall hold harmless, indemnify, and defend The Authority and the Authority'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' negligent 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' negligent activities, (b) any environmental, health and safety liabilities arising out of or relating to the negligent 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. the Authority 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 the Authority, 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 5.1.1 are separate and apart from, and are in no way limited by, any insurance provided pursuant to the Agreement or otherwise. This Section 5.1.1 shall survive the expiration or termination of the Agreement. To the extent an Indemnified Party exercises its rights under this Section 5.1.1, the Indemnified Party will (1) provide reasonable notice to the Authority of the applicable claim or liability, and (2) allow Authority to participate in the litigation of such claim or liability (at the Authority'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.

5.1.2 Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at its own expense provide and maintain in force, until all of its services to be performed under this Agreement, have been completed and accepted by the Authority (or for such duration as is otherwise specified hereinafter), Workers' Compensation/Employers' Liability, Commercial General Liability, Business Automobile Liability and Professional Liability Insurance conforming to the minimum requirements set forth below. Such policies shall be issued by companies either a) Holding valid and subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida, and that have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company, or b) with respect only to Workers' Compensation/Employers' Liability Coverage authorized as a group self-insurer by Florida Statutes 440.57.

5.1.3 Workers' Compensation/Employers' Liability.

5.1.3.1 The Consultant's insurance shall cover the Consultant for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Longshoreman's and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State laws.

5.1.3.2 Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for that coverage customarily insured under Part Two of the standard Workers' Compensation Policy (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 bodily injury by accident, each accident; \$1,000,000 bodily injury by disease, each employee; and \$1,000,000 bodily injury by disease policy limit or aggregate where such aggregate is applicable under the terms of the standard Workers' Compensation Policy.

5.1.4 Commercial General Liability.

5.1.4.1 The Consultant's insurance shall cover the Consultant for those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services A/E-177A

Office, without the attachment of restrictive endorsements other than the elimination of Coverage C. Medical payments and the elimination of coverage for Fire Damage Legal Liability and the attachment of the Engineers, Architects or Surveyors' Professional Liability Exclusion (ISO Form CG 22 43).

5.1.4.2 The minimum limits to be maintained by the Consultant (inclusive of any amounts provided by an umbrella or excess policy) shall be the following amounts:

LIMITS	
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit	\$Nil
Medical Expense Limit	\$Nil

5.1.4.3 The Consultant shall continue to maintain Products/Completed Operations coverage for a period of three (3) years after the Agreement completion date.

5.1.4.4 The insurance must specifically include the Authority, the members of its Governing Body and its officers, officials, and employees as Additional Insured, with respect to liability arising out of services performed in connection with this Agreement.

5.1.5 Business Auto Policy.

5.1.5.1 The Consultant's insurance shall cover the Consultant for those sources of liability which would be covered by Part IV of the latest occurrence edition of the standard Business Auto Policy8 (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

5.1.5.2 The minimum limits to be maintained by the Consultant (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per accident combined single limit for Bodily Injury Liability and Property Damage Liability.

5.1.6 Professional Liability.

5.1.6.1 The Consultant's insurance shall be on a form acceptable to the Authority, and shall cover the 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.

5.1.6.2 The minimum limits to be maintained by the Consultant (inclusive of any amounts provided by an umbrella or excess policy) shall be \$5,000,000 per occurrence, and in the aggregate.

5.1.6.3 The 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 the Authority 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.

5.1.7 Prior to commencement of services, the Consultant shall provide to the Authority 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 Authority shall be given not less than 30 days' written notice prior to cancellation or restriction of coverage.

5.1.8 The required certificates shall contain a provision that the Authority 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 Authority reserves the right to require additional insurance coverage based on individual project values or specific project requirements.

5.1.9 The Authority reserves the right to require additional insurance coverage based on individual project values or specific project requirements.

5.2 Access to Consultant's Records.

The Consultant agrees that the Authority shall have access to any books, documents, papers, and records of the Consultant which are pertinent to this Agreement for the purpose of making audit, examination, excerpts, transcriptions or copies, and that all required records, as stated above, will be maintained for five (5) years after the Authority makes final payment and all other matters are closed. If the Consultant fails to provide the required documentation under the Authority's request then the consultant will be charged a penalty for such failure and any costs incurred by the Authority to reproduce such documents will be reimbursed by the Consultant. The Consultant further agrees that it will provide the necessary facilities and personnel to assist with the audit, examination, excerpts, transcriptions or copies for the normal and customary cost of the assistance requested.

5.3 Ownership of Drawings and other Data.

5.3.1 The Consultant agrees that all designs, drawings, specifications, notes and any other work developed in the performance of this Agreement, including that which may exist in electronic media format, shall be and remain the sole property of the Authority. The Consultant further agrees that this

documentation may be used on any other work of the Authority, without additional compensation to the Consultant. With respect thereto, the Consultant agrees not to assert any rights and shall not establish any claim under the design patent or copyright laws. Any reuse of such documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the Authority's sole risk and without liability or legal exposure to Consultant.

5.3.2 To the extent that any design, drawing, specification, note and other work developed in support of the Project ("Work") is by operation of law considered to be owned by Consultant, Consultant hereby assigns any and all of its ownership interest in the Work to the Authority and hereby agrees to do whatever is necessary and legally required in order to effectuate such assignment to the Authority.

5.3.3 At the completion of each Project, the Consultant shall transmit to the Authority, copies of all designs, drawings, specifications, notes and other work developed in support of the Project. As-built drawings are to be thoroughly reviewed by the Consultant for accuracy before being delivered to the Authority. One copy of all such data shall be delivered in a reproducible format; both hard copy and electronic format. Additionally, all drawings shall be delivered in Mylar reproducibles.

5.3.4 Consultant, for a period of five (5) years after completion of the Project, agrees to furnish and provide access to all retained materials on the request of the Authority. Unless other-wise provided in the Agreement, the Consultant shall have the right to retain copies of all such materials beyond such period.

5.4 Design Limitations.

5.4.1 Requirements for Competitive Bids.

A major objective of all design services provided by the Consultant under this Agreement shall include the award of a construction contract to the lowest cost responsive bidder, based on reasonably competitive bids. Any requirement or condition of the Consultant-prepared bid documents that would restrict reasonable competitiveness between bidders shall be specifically identified by the Consultant, and receive written approval of the Authority as condition precedent to the authorization to release plans and specifications for bidding and construction. Specifications involving "sole source" materials and equipment shall be similarly identified and also require the Authority's written approval.

5.4.2 Estimate Accuracy and Budget Overruns.

5.4.2.1 In order to protect the Authority from unanticipated cost overruns, the Consultant shall prepare estimates of construction cost beginning with the Project Proposal, at the 30 percent, 60 percent, and 90 percent completion of the design, and immediately prior to advertisement for bids based on final plans and specifications.

5.4.2.2 Should the Consultant's initial or any subsequent estimate exceed funding currently budgeted and known to the Consultant, the Consultant shall, upon the written directive of the Authority, modify the design documents to bring the anticipated cost of the construction in-line with available funding.

5.4.2.3 It is understood and agreed that the Authority shall be entitled to rely upon the Consultant's final estimate as a reasonably accurate indicator of the Project bids to be received. In the event, bids are received in a timely and reasonably competitive environment and the lowest responsive bidder exceeds the Consultant's final estimate by 10 percent or more, at the sole discretion of the Authority,

the Consultant shall upon written direction of the Authority, modify the design documents for rebid in order to bring the Project cost in-line with available funding.

ARTICLE 6 - REQUIREMENT FOR PROFESSIONAL REGISTRATION

The design of architectural, structural, mechanical, electrical, civil and other designed features of the work shall be accomplished or reviewed and approved by Registered Professional Architects or Engineers licensed to practice in the State of Florida, and the appropriate seal and signature shall be properly displayed on the construction documents. Support professionals such as Land Surveyors, Landscape Architects, Geologists and the like shall be similarly registered when they render professional recommendations and opinions.

ARTICLE 7 - COMPOSITION OF CONSULTANT

The Consultant shall be one legal entity. Joint-Ventures are not acceptable.

ARTICLE 8 - SUSPENSION OF WORK

8.1 Suspension for Convenience.

The Authority may order the Consultant, in writing, to suspend all or any part of the work for such period of time as the Authority may determine to be appropriate for the convenience of the Authority.

8.2 No Costs or Damages.

In the event of a suspension or delay on any Project wherein the Consultant is being utilized, no costs or damages shall be recover-able by the Consultant. It is understood that the Consultant in connection with this Agreement shall only be compensated for direct costs as set forth in EXHIBIT "A" to this Agreement for work actually performed with the approval of the Authority, and the Consultant has waived any claim against the Authority for any extended overhead, inefficiency, or any other damage claim arising from a suspension or delay situation.

8.3 Delayed Project.

In the event a suspension should occur and thereby cause work of the Consultant for a particular Project to extend beyond the expiration date of this Agreement, the parties may negotiate an equitable method for completion of the Project or the Authority may contract elsewhere for completion of the suspended or delayed Project.

ARTICLE 9 - INTEREST AND BENEFITS

9.1 Interest of Consultant.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants, that in the performance of this Agreement no person having any such interest shall be employed.

9.2 Interest of the Authority and Others.

No officer, member or employee of the Authority, and no member of its Governing Body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in the Agreement or the proceeds thereof.

9.3 Prohibition against Contingency Fees.

(a) "The Consultant (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 Consultant (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.

9.4 Truth in Negotiation Certificate.

The Consultant 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 Authority 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.

ARTICLE 10 - ASSIGNABILITY AND INDEPENDENCE

10.1 Assignment.

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

10.2 Non-exclusive Agreement.

It is agreed that nothing in this Agreement obligates the Authority to commit all or any portion of its work toward service to be performed by the Consultant. Furthermore, the Authority reserves the right to award a portion, or all of its work, to other Consultant(s), if, in its sole judgment, such action would be in the best interest of the Authority.

10.3 Independence.

In the performance of the services of the Consultant under this Agreement, the Consultant shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint-venture or associate of the Authority. The Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of its services under this Agreement.

10.4 Public Utilities and Permitting Authorities.

Where privately, publicly, or cooperatively-owned utility companies require special arrangements in connection with the proposed Scope of Services, and when certain permits will be required for construction, the Consultant shall make the necessary contacts and confer with the responsible authorities regarding the respective requirements, as they affect the Scope of Service and apprise the Authority of the results of all such contacts. The Consultant shall make no commitment with the utilities or permitting authorities which is, or may be perceived, as binding upon the Authority. The Authority shall have final authority regarding such special arrangements or permits and bear sole authority to execute all commitments.

ARTICLE 11 – SMALL AND MINORITY BUSINESS ENTERPRISES (SUCH AS JACKSONVILLE SMALL AND EMERGING BUSINESSES (JSEB'S), DISADVANTAGED BUSINESS ENTERPRISES (DBE'S), SMALL (SBE'S) AND MINORITY (MBE'S), AND WOMEN-OWNED (WBE) BUSINESS ENTERPRISES AND SMALL BUSINESS ADMINISTRATION (SBA'S) CERTIFIED BUSINESSES)

11.1 Policy.

It is the policy of the Jacksonville Port Authority that Small and Minority Business Enterprises shall have the maximum opportunity to participate in the performance of services under this Agreement for
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projects funded either by the Authority, State or Federal Government. **A minimum participation goal of 6% percent of the annual dollar volume is set for Small and Minority Business Enterprises under this agreement.** The Consultant will use its best efforts to achieve these goals.

11.3 Disadvantaged Business Enterprises (DBE's) Program.

The Consultant Team(s) and its Sub consultants 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 projects funded partially or fully by the State under this Agreement. While the utilization of DBE's is not mandatory in order to be awarded this 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.

Contract Assurance: The Consultant, Subrecipient, or sub consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of State funded contracts. Failure of the Consultant 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 Recipient deems appropriate.

11.4 Small (SBE) and Minority (MBE) and Women-Owned (WBE) Business Enterprises Program.

The Consultant Team(s) and its Subconsultants agree to ensure that Small (SBE) and Minority (MBE) and Women-Owned (WBE) Business Enterprises as defined in 44 CFR Part 13, as amended, have the maximum opportunity to participate in the performance of projects partially or fully funded by the Federal Government under this Agreement. The Consultant Team(s) and its Subconsultants 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.

ARTICLE 12 - NON-DISCRIMINATION

12.1 General.

With regard to the work performed by the Consultant after award and prior to completion of the contract work, the Consultant shall not discriminate on the grounds of race, ethnicity, religion, gender or national origin, in the selection and retention of Subcontractors. Consultant shall comply with the provisions of Presidential Executive Order 11246, as amended, and with all rules and regulations implementing that Executive Order. Such provisions, rules, and regulations are incorporated herein by reference as set out in their entirety. Consultant shall not participate either directly or indirectly in discrimination. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract.

12.2 Information Reports.

Consultant shall provide all information and reports required by the local and State regulations or orders and instructions issued pursuant thereto, and shall permit access to the Consultant's books, records, accounts, or other sources of information and its facilities as may be determined by the Authority to be pertinent to ascertain compliance with such regulations, orders and instructions.

Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the Authority, as appropriate, and shall set forth what efforts it has made to obtain the information.

12.3 Sanctions for Non-compliance.

In the event of the Consultant's non-compliance with the non-discrimination provisions of this Agreement, the Authority may impose such sanctions as it may determine to be appropriate including, but not limited to, cancellation, termination or suspension of the Agreement in whole or in part.

12.4 Discriminatory Vendor List.

An entity or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.5 Incorporation of Provisions.

Consultant shall include the provisions of Articles 12.1 through 12.5 in every subcontract, unless exempt by the regulations, orders or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract as the Authority may direct, as a means of enforcing such provisions, including actions for non-compliance.

ARTICLE 13 - BREACHES AND DISPUTE

13.1.1 Disputes – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Authority (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
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appeal to the authorized representative of the Authority. 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.

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

13.1.3 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 of damage.

13.1.4 Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Authority 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 Authority in which the Authority is located.

13.1.5 Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available the under 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 Authority, (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 there under, except as may be specifically agreed in writing.

13.2 Party Representation.

It is understood and agreed that for the purpose of this Section, the Chief Executive Officer of the Jacksonville Port Authority or his designee shall represent the Authority in all matters pertaining to this Article, and shall have the authority to bind the Authority, subject to review and approval by the Authority's Governing Board. It is further understood and agreed that Deane Fowler, PE or other representative(s) named in writing by the Consultant to act in its behalf shall represent the Consultant in all matters pertaining to this Article, and shall have the authority to bind the Consultant.

13.3 Legal Rights.

Nothing in this Agreement shall be construed as denying either the Authority or Consultant the right to seek judicial relief or from pursuing any other appropriate legal remedy, subject to the above notice requirement.

ARTICLE 14 - GOVERNING LAW AND NOTICES

14.1 Governing Law.

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.

14.2 Notices.

Written notices, including legal service of process during the term of this Agreement and for the period of any applicable Statute of Limitation thereafter, shall be deemed to have been duly served, if sent either by certified mail or by facsimile and ordinary mail to the following named individuals as authorized representatives of the Authority and Consultant.

FOR: JACKSONVILLE PORT AUTHORITY
James Bennett, Senior Director, Engineering and Construction
Post Office Box 3005
Jacksonville, FL 32206-0005
Telephone: (904)357-3001

FOR: CONSULTANT

Any change in representative(s) of the Authority and/or Consultant authorized to receive notices or their respective addresses and facsimile numbers shall be made in writing as noted above.

ARTICLE 15 - FORCE MAJEURE

Neither the Authority nor Consultant shall be deemed to be in default hereunder if either party is prevented from performing any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, Acts of God, acts of the public enemy, acts of superior government authority, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible or which are not within its control.

ARTICLE 16 - FINAL PAYMENT RELEASE

Prior to final payment under this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Authority a release of all contract claims against the Authority arising under or by virtue of this Agreement, except for those which are in the dispute resolution process, or are being adjudicated in court. The release of contract claims shall be of form and content acceptable to the Authority.

ARTICLE 17 - CONTACT WITH EXTERNAL AGENCIES

17.1 Regulatory Agencies.

The Consultant shall inform the Authority prior to its meeting with outside regulatory agencies concerning the Authority Projects subject to regulation. The Consultant shall inform the Engineering Services Department of the information to be discussed, and provide an opportunity for the Authority or the Authority's designee to attend the meeting.

17.2 Commitments.

The Consultant shall not indicate any commitments by, or for the Authority, unless specifically authorized by the Authority.

17.3 Public Information.

The Consultant shall refer any public informational media questions about Authority Projects to the Public Relations Office of the Authority.

17.4 Sub-tier Notification.

The Consultant is responsible for assuring that its employees, as well as any Subconsultants or Subcontractors, understand and adheres to the requirements of this Article.

ARTICLE 18 - ORDER OF PRECEDENCE

In the event of any conflict between the provisions of this AGREEMENT and those of the Contract Documents, said conflict shall be resolved by giving precedence to the provisions of this Agreement and the Contract Documents in the following order: (1) amendments to this Agreement (2) this Agreement, (3) addenda to JPA’s RFQ AE-177A, (4) JPA’s RFQ AE-177A, and (5) Consultants SOQ’s.

ARTICLE 19 - EXTENT OF AGREEMENT

This Agreement represents the entire agreement between the Authority and the Consultant and supersedes all prior agreements, either oral or written. This Agreement may be amended only by written instrument specifically referring to this Agreement, and executed with the same formality as this Agreement.

ARTICLE 20 - PROVISIONS BINDING

Except as otherwise expressly provided, all provisions of this Agreement shall be binding upon, and shall insure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussions and/or negotiation of the provisions, terms and conditions contained in this Agreement. Therefore, doubtful or ambiguous provisions, if any, contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule commonly referred to as "Fortius Contra Proferentum" shall not be applied to this Agreement or any interpretation thereof.

IN WITNESS WHEREOF, the Authority and the Consultant have executed this Agreement as of the dates indicated below.

JACKSONVILLE PORT AUTHORITY

CONSULTANT

By: _____

By: _____

Title

Title

Date

Date

EXHIBIT "A"
TO
MARINE ENGINEERING CONSULTING AND DESIGN SERVICES
FOR THE
JACKSONVILLE PORT AUTHORITY

CONTRACT NO. AE-177A

1. The following schedule of rates shall be used to compute the fees paid to the Consultant for each Project Proposal, during the initial term of the Agreement and as requested by the Authority.

A. ENGINEERING CONSULTING AND DESIGN SERVICES

Job Categories	Hourly Rates
Principal/Officer	TBN
Senior Marine Specialist (QA/QC)	TBN
Senior Railroad Specialist	TBN
Senior Environmental Specialist	TBN
Project Manager	TBN
Senior Engineer / Senior Architect	TBN
Project Engineer / Project Architect	TBN
Design Engineer or Architect	TBN
Designer or Technician	TBN
Drafter or CADD Operator	TBN
Clerical/Secretary	TBN

B. RATES FOR SELECTED REIMBURSABLE EXPENSE ITEMS

1. Auto Mileage (per mile)	Government Rate
Meals, Not-to-Exceed per Diem	\$50.00
Hotel	\$ At Cost
Travel (Airline*, Rental Car,)	\$ At Cost
Mark-up for Subconsultant	% TBN

***The least expensive coach fare. All Travel expenses will be in accordance with the Authority's travel policy attached.**

2. The rates listed above are for work in the first 36 months of this Agreement. Any adjustment to the above rates for the remaining term of the Agreement will be negotiated each year, and accepted by the Authority prior to implementation. These rates are considered to include all costs to the Authority such as direct personnel wages; employee benefits; overhead; and professional fees as they pertain to the Project. No multiplier is to be applied to the specified rates.
3. Sub consultant services will be invoiced to the Jacksonville Port Authority at their cost, plus 5% for administration. Reimbursable expenses will be as shown in Section B of this Exhibit. Subconsultant fees will not be subject to tiered multiple markups.
4. Compensation for professional services at specified hourly rates include such routine expenses as local transportation within Duval County in connection with the Project; computer-based data processing analysis; reproductions of drawings and specifications for review purposes; postage, local communications and the like.
5. Reimbursable expenses shall mean the actual documented expenses of a non-salary related nature incurred directly or indirectly by principals or employees of Consultant, or its Sub consultants or Subcontractors in specific connection with the services authorized to be rendered for the Project. Reimbursable expenses are considered those costs not already covered in Article 5, above, including but not limited to photographic services; travel; significant printing and reproduction services; courier services and items of similar nature.
6. Fees for utilities' permits shall either be paid directly by the Authority or reimbursed to the Consultant at cost.
7. On those Projects that receive funding from the Federal Government or the State of Florida, the fees charged by the Consultant shall be in accordance with the overhead, profit, and expense limitations imposed by those agencies as of the date of the Services Purchase Order for that specific project. Where there are combined funds by Federal and State agencies, the more restrictive limitations shall apply. Direct reimbursable expenses where funding is received from the Federal Government or State of Florida will be reimbursed under Authority policies and rules.

LABOR CATEGORIES

The following are brief descriptions of Labor Categories:

Principal/Officer/Project Director - A degreed professional engineer responsible for the overall strategic, operational, and financial operations/functions of the organization with 15 to 25 years relevant experience, who typically oversees program or multiple projects. Includes Senior Technical Engineering staff positions.

Senior Marine Specialist - A degreed professional engineer with 15 to 20 years of relevant experience in the engineering industry, who is responsible for managing engineers and designers, of medium to large projects for the development of project specifications, calculations, design documents, system studies and construction drawings.

Senior Railroad Specialist - A degree professional with 15 to 25 years of experience with design, construction and planning projects involving passenger and freight railroad tracks, bridges and facilities. Work elements also include yard construction, lead track construction, grading and drainage, site electrical distribution and grade crossings.

Senior Environmental Specialist - A degree professional who possess extensive knowledge and expertise in design and permitting of environmental projects and controls. Provides advanced environmental project design, quality assurance, control and oversight and review of required tasks. Primary duties include planning, directing and monitoring all aspects of large multi-discipline projects with high degree of technical complexity, involving large projects with 15 to 25 years relevant experience

Project Manager - A degreed professional responsible for management of all phases of project activities that range from small to large in value and a variety of scopes that include engineering, procurement, construction and/or operations. Directs preparation of work plans, supervises project teams, and manages project scope, budget and schedule with 7 to 15 years of relevant experience.

Senior Engineer/Senior Architect - A degreed professional engineer with 10 to 15 years of relevant experience in the engineering industry, who is responsible for managing engineers and designers, of medium to large projects for the development of project specifications, calculations, design documents, system studies and construction drawings.

Project Engineer/Project Architect - A degreed professional engineer with 10 to 20 years of relevant experience in the engineering industry, who is responsible for managing engineers and designers, of medium to large projects for the development of project specifications, calculations, design documents, system studies and construction drawings.

Design Engineer or Architect - A degreed engineer who may or may not yet be registered with 5 to 10 years of relevant experience, who assists in the design and technical review of a project in his / her area of expertise, under the supervision of a Principal or Project Engineer.

Designer or Technician - A technical expert, who prepares drawings and sketches, using CAD workstation; collects document specifications based on appropriate engineering criteria and technical manuals. Produces design documents which conforms to applicable codes and

standards as well as company policies and procedures. Has 10 to 20 years of relevant experience.

Drafter or CADD Operator - A technical expert, who prepares drawings and sketches using CAD workstation based on appropriate engineering specs, design criteria and technical manuals. Ensures conformance with applicable codes and standards as well as company policies and procedures. Works closely with designers and engineers to ensure coordination of design. Has 5 to 15 years of relevant experience.

Clerical/Secretary - Provides administrative support by conducting research, preparing statistical reports, handling information requests, and performing clerical functions such as preparing correspondence, receiving visitors, arranging conference calls, and scheduling meetings. Has 5 to 15 years of experience.

EXHIBIT "B"
TO
CONFLICT OF INTEREST CERTIFICATE
PROJECT A/E-177A

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

SECTION I

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

Signature

Company Name

Name of Official (type or print)

Business Address

City State Zip Code

SECTION II

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

<u>NAME</u>	<u>TITLE OR POSITION</u>	<u>DATE OF FILING</u>
-------------	--------------------------	-----------------------

Signature

Company Name

Name of Certifying Official
(Type or Print)

Business Address

City State Zip Code

PUBLIC OFFICIAL DISCLOSURE

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

Public Official:_____

Position Held:_____

Position or Relationship with Bidder:_____

**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



PROCEDURES AND GUIDELINES

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.



PROCEDURES AND GUIDELINES

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.



PROCEDURES AND GUIDELINES

- 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



PROCEDURES AND GUIDELINES

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

Jacksonville Port Authority

5 year Capital Projects - 2020-2024

	Location	Description	Year
1	Blount Island	Rehabilitate Berths 33 & 34	2019
2		Rehabilitate Berths 33 & 34	2020
3		Rehabilitate Berths 33 & 34	2021
4		Container Terminal Upgrades	2020
5		Container Terminal Upgrades	2021
6		Rehabilitate Railroad Trestle	2020
7		Pile, Cap and Beam Rehab BIMT	2019
8		Pile, Cap and Beam Rehab BIMT	2020
9		Pile, Cap and Beam Rehab BIMT	2021
10		Pile, Cap and Beam Rehab BIMT	2022
11		Pile, Cap and Beam Rehab BIMT	2023
12		Pile, Cap and Beam Rehab BIMT	2024
13	B2019-07	Resurface Wm Mills from Dave Rawls Blvd to BI Blvd	2019
14		Tenant Asphalt Facility Rehab	2019
15		Tenant Asphalt Facility Rehab	2020
16		Tenant Asphalt Facility Rehab	2021
17		Tenant Asphalt Facility Rehab	2022
18		Tenant Asphalt Facility Rehab	2023
19		Tenant Asphalt Facility Rehab	2024
20		Flyover Bridge Rehab	2019
21		Cathodic Protection System - Design	2019
22			
23		Asphalt BI Blvd/Access Road	2019
24		Replace Roof on Fire Station	2019
25			
26		Concept development for ST. Johns River Power Park	2021
27		Improvements to 15 Acres ST. Johns River Power Park	2025
28		Improvements to 15 Acres ST. Johns River Power Park	2025
29		Two Acre Concrete Pad for Heavy-Tracked equipment	2021
30		Transit Shed #3 (Demo & Pave)	2021
31			
32		Construct additional container area at 832 building	2021
33		Construct additional container Area at Wash Rack Location	2020
34		Design Berth 31, 32 (phase 3A) and Berth 30 (Phase 3B)	2021
35		Construction of Berth 31, 32 (phase 3A) and Berth 30 (Phase 3B)	2024
36		Design Berth 31, 32 (phase 3A) and Berth 30 (Phase 3B)	2021
37		Construction of Berth 31, 32 (phase 3A) and Berth 30 (Phase 3B)	2024
38		Berth 36 (JEA Coal berth) and upland development - Design and permitting	2021
39		Berth 36 (JEA Coal berth) and upland development -Construction	2022
40			
41		Breasting Dolphin for Berth 22 Design	2019
42		Breasting Dolphin for Berth 22 Construction	2020

43		Roof Replacement Access Control/Operations Building	2021
44		Resurface/Seal Access Control/Operations Parking Lot - 1/2 Acre	2021
45		Rehabilitate Wharf Structures (BERTH 32)	2025
46		Rehabilitate Wharf Structures (BERTH 30)	2025
47		New gates at BIMT (access control, RORO truck entrance) design	2021
48		New gates at BIMT (access control, RORO truck entrance) construction	2021
49		Transit Shed #1 Rehabilitation	2021
50		Transit Shed #1 (Demo & Pave) -	2023
51			
52		Intermodal Drive - Pave ditches (design, permit, pave)	2020
53		Restrooms on Berth 33/34	2020
54		Roro pier design, permitting at berth 20	2022
55		Roro pier Construction at berth 20	2024
56		Roro pier design, permitting at berth 21	2024
57		Roro pier Construction for berth 21	2025
58		Total Blount Island	
59	Dames Point	Cruise Terminal Improvements	2019
60		Auto Processing Facility - Phase 1 (Paving)	2019
61	D2016-04	Asphalt Rehab Tenant	2019
62	D2016-04	Asphalt Rehab Tenant	2020
63	D2016-04	Asphalt Rehab Tenant	2021
64	D2016-04	Asphalt Rehab Tenant	2022
65	D2016-04	Asphalt Rehab Tenant	2023
66	D2016-04	Asphalt Rehab Tenant	2024
67		Environmental Permitting/Auto Processing Facility - Phase 2	2019
68		Environmental Permitting/Auto Processing Facility - Phase 2	2020
69		August Drive Road widenign and connection to Heckscher Drive	2023
70		August Drive Bridge Sheet Pile Wall Replacement (Design)	2019
71		August Drive Bridge Sheet Pile Wall Replacement Construction	2020
72		Saltmarsh Mitigation at Security Operations Center (SOC)	2019
73		Berth 18 RORO Expansion and Landside connecion- Design and permitting	2020
74		Berth 18 RORO Expansion and landside connection- Construction	2021
75		Cruise Terminal Baggage Screening Facility	2020
76		Cruise Terminal Passenber Boarding Bridge (Articulating)	2023
77		Building Expansion for extra seating extension of existing terminal	2023
78		Roro pier design, permitting at berth 12	2021
79		Roro pier Construction at berth 12	2022
80		Martin Marietta Lighting	2021
81			
82		Total Dames Point	
83	Talleyrand	Warehouse Rehab (Seaonus)	2019
84		Warehouse Rehab (Seaonus)	2021
85		Rehabilitate Under Deck Concrete	2019
86		Rehabilitate Under Deck Concrete	2020
87		Tenant Improvements Process Bldg (108K SF) (SET)	2019
88		Tenant Improvements Process Bldg (108K SF) (SET)	2021
89		Tenant Improvements Process Bldg (108K SF) (SET)	2022
90		Tenant Improvements Process Bldg (108K SF) (SET)	2023

91		Tenant Improvements Process Bldg (108K SF) (SET)	2024
92		Rehabilitate Steel Wharf Structures Berth 7 & 8	2019
93		Pile, Cap and Beam Rehab TMT (Cleaning and Design)	2019
94		Pile, Cap and Beam Rehab TMT (Cleaning, Design and Construction)	2020
95		Pile, Cap and Beam Rehab TMT (Cleaning, Design and Construction)	2021
96		Pile, Cap and Beam Rehab TMT (Cleaning, Design and Construction)	2022
97		Pile, Cap and Beam Rehab TMT (Cleaning, Design and Construction)	2023
98		Pile, Cap and Beam Rehab TMT (Cleaning, Design and Construction)	2024
99		Resurface Leased Areas - TMT	2019
100		Resurface Leased Areas - TMT	2020
101		Resurface Leased Areas - TMT	2021
102		Resurface Leased Areas - TMT	2022
103		Resurface Leased Areas - TMT	2023
104		Resurface Leased Areas - TMT	2024
105		Westrock Property Development (Design, permitting, construction)	2020
106		TMT South terminal (Bond Street area)-Plan, Design, permitting, construct)	2021
107		Kerr-McGee 13 Acre Site Development Assessment	2019
108		South Rail Crossing Arms installation on Talleyrand	2020
109		Design, permitting, and installation for Sediment fans system	2022
110		Rehabilitate Concrete outfall pipe at 22+30	2020
111		Contanda Track/Replace 600' of 100# rail with 115# replace 1ea. Turnout w/sw	2020
112		Repair Grain - Train rail 14+00	2021
113		Tangent track from UPM high switch to Jax cold switch 360' of track with 2ea. S	2025
114		Talleyrand South crossing replace tie's and concrete panels	2023
115		UPM replace tie's from UPM high switch to dock all three tracks	2024
116		Crane Rail Grout 100 - 200 linear feet per year	2021
117		Crane Rail Grout 100 - 200 linear feet per year	2022
118		Crane Rail Grout 100 - 200 linear feet per year	2023
119		Crane Rail Grout 100 - 200 linear feet per year	2024
120		Replace Toyota Rail Switch	2025
121		Replace metal siding - Westcott warehouse	2025
122		Replace 2 Air Handlers at Toyota Box (one will be replace in 2019 with Mainten	2023
123		Replace Pad mount 150KBA Transformer South Fire Pump	2025
124		New Roofing on Toyota Box	2023
125		Refurbish RTG truck scale	2023
126		Replace Portable restroom at 11th street gate security area	2022
127		Upgrade Phase C Lift Station	2022
128		CEMEX property acquisition adjacent to TMT	2024
129		Total Talleyrand	
130	Miscellaneous	Harbor Deepening - Contract B (Phase 1)	2019
131		Harbor Deepening - Contract B (Option)	2020
132		Harbor Deepening - Contract C (Design)	2020
133		Harbor Deepening - Contract C (Base)	2021
134		Harbor Deepening - Contract C (Option)	2022
135		Mile Point Navigation Project (Phase 2)	2019
136		Mile Point Navigation Project Construction	2020
137		Mile Point Navigation Project Construction Administration	2020
138		Harbor Deepening Monitoring Fees	2019

139		Harbor Deepening Monitoring Fees	2020
140		Harbor Deepening Monitoring Fees	2021
141		Harbor Deepening Monitoring Fees	2022
142		Harbor Deepening Monitoring Fees	2023
143		Harbor Deepening Monitoring Fees	2024
144		Capitalize In-House Engineering Services	2019
145		Capitalize In-House Engineering Services	2020
146		Capitalize In-House Engineering Services	2021
147		Capitalize In-House Engineering Services	2022
148		Capitalize In-House Engineering Services	2023
149		Capitalize In-House Engineering Services	2024
150	G2018-04	Upland Dredge Material Management Area (Design)	2019
151		Upland Dredge Material Management Area (Design)	2020
152		Upland Dredge Material Management Area Construction Phase I	2020
153		Upland Dredge Material Management Area Construction Phase II	2021
154		Upland Dredge Material Mgmt Area-Bartrqam Island-Design/Permitting	2021
155		Upland Dredge Material Mgmt Area-Bartrqam Island-Construction	2022
156		Billing System	2019
157		Miscellaneous Land Acquisition	2019
158		Miscellaneous Land Acquisition	2020
159		Miscellaneous Land Acquisition	2021
160		Miscellaneous Land Acquisition	2022
161		Miscellaneous Land Acquisition	2023
162		Miscellaneous Land Acquisition	2024
163		Strategic Master Plan Updating	2019
164		Strategic Master Plan Updating	2020
165		FY16 Federal Security Grant Projects	2019
166		* BIMT Main Gate/Lanes/Access Control CCTV Upgrade	2019
167		* SOC CCTV Upgrade	2019
168		FY17 Federal Security Grant Projects	2019
169		* TMT North Gate/PCOB CCTV Upgrade	2019
170		* TMT Main Gate CCTV Upgrade	2019
171		* TraPac Access Control and CCTV	2019
172		* BIMT Intersection Cameras	2019
173		*Remaining \$730,000	
174		**Terminal Access Control Upgrades (Readers / Pedestals / Intercoms / Boc	2020
175		**Access Control - Visitor Management Software	2020
176		**Pick-up CCTV projects not- completed under PSGP Round-16	2020
177		FY18 Federal Security Grant Projects	2019
178		* Replacement of Guard Booths BI Main Gate	2019
179			
180		*Remaining \$580,000	
181		** TMT Upgrade / Place Rail Yard CCTV System	2020
182		**Life Cycle Management of reamaining XTS Motorola 800 MHz handheld p	2020
183		** TMT Upgrade / Replace Main Gate / North Gate / PCOB CCTV	2020
184		*Remaining \$390,000	
185		** Upgrade/Replace all Terminal Big Voice & Electronic Signs (Mass Notifica	2020
186		** Cruise Terminal VBIED mitigation barricades	2020
187		** Cruise Terminal Active Shooter Monitoring / Alert System	2020

188		** PCOB Active Shooter Hardening / P.A. alert system	2020
189			
190		FY19 FSTED / FDOT Grant -	
191		**Fixed Access Control Bio-Metric Readers/Cameras/Pedestals/Ballards	2020
192		**License-Plate Readers (LPR)/CCTV Sensors/Cameras/Modules/Installatio	2020
193		**Installation of Communications Fiber	2020
194			
195			
196		Total Miscellaneous	
197	Other Capital	<u>BLOUNT ISLAND</u>	2019
198		Sweeper Replacement	2019
199		Loader/Backhoe Combo	2019
200		Vehicle Replacements - BI	2019
201		Dock Shore Power Upgrades to 480	2019
202		Structure bolt replacement for 3 Hanjung Cranes (at boom and gantry)	2019
203		Lighting Replacement in Warehouse #1	2019
204		Elevator safety devices for cranes Required	2020
205		100 Gauge ZPMC Spreader	2021
206			
207		Vehicles BIMT Service Trucks (2) per year	2020
208		Vehicles BIMT Service Trucks (2) per year	2021
209		Vehicles BIMT Service Trucks (2) per year	2022
210		Vehicles BIMT Service Trucks (2) per year	2023
211		Vehicles BIMT Service Trucks (2) per year	2024
212			
213		Electrification of HANJIN cranes	2024
214			
215		<u>TALLEYRAND</u>	
216		Dock Bollard Replacements (Note: All bollards required = \$200K purchased)	2019
217		Dock Bollard Replacements	2020
218		Dock Bollard Replacements	2021
219		90 hp Tractor with 12 foot Batwing Rotary Mower	2021
220			
221		Vehicle Replacements - TMT	2019
222		Vehicle Purchases (need to split between locations)	2020
223			
224		Vehicles TMT Service Trucks (2) per year	2020
225		Vehicles TMT Service Trucks (2) per year	2021
226		Vehicles TMT Service Trucks (2) per year	2022
227		Vehicles TMT Service Trucks (2) per year	2023
228		Vehicles TMT Service Trucks (2) per year	2024
229		IHI elevator upgrade	2021
230		Elevator safety devices	2021
231		Elevator safety devices	2022
232		Elevator safety devices	2023
233		Spare Impsa crane hoist motor	2020
234		Equipment storage cover	2021
235		Impsa crane snag load cylinder rebuilds	2020

236		Impsa crane weight / load system upgrade	2021
237		Spare Caterpillar engine rebuild	2021
238		Additional (third drive) for 10486 ZPMC crane	2020
239			
240		<u>DAMES POINT MARINE TERMINAL</u>	
241		Golf Cart Replacement (3) (Cruise Terminal)	2020
242		Bollard between TRAPAC and Martin Marietta Berth 18	2020
243			
244		<u>SECURITY/SECURITY OPERATIONS CENTER</u>	2019
245		Fire Alarm Tie In to SOC	2019
246		Fire Alarm Tie In to SOC	2020
247		Upgrade SOC parking lot lighting	2020
248		Public Safety Vehicle	2019
249		SOC HVAC Enhancement	2019
250			
251			
252		<u>PCOB</u>	2019
253		PCOB Central Heat	2019
254		HVAC Variable Speed Drives (Board Room & HR Office)	2019
255		IT Hardware/Software Upgrades	2019
256		IT Hardware/Software Upgrades	2020
257		IT Hardware/Software Upgrades	2021
258		IT Hardware/Software Upgrades	2022
259		IT Hardware/Software Upgrades	2023
260		IT Hardware/Software Upgrades	2024
261		New Audio System for Board Room	2019
262		Board Management Package	2020
263		Internet upgrade	2020
264		Bathroom upgrade (2nd floor womens)	2020
265		Replace Air Handler units 1 and 2	2020
266		Replace Air Handler units 3 and 4	2021
267		Roof Top Unit (3-ton) for CEO/Conference Rooms	2022
268		Seal Coat PCOB parking lot/Restripe	2021
269		PCOB Cooling Tower	2023
270		Ford Transit Connect Van to replace asset #8555 (Crown Vic) - Procurement	2021
271			
272		<u>OTHER</u>	
273		Electronic Document Management System	2020
274		Shelving for additional row o finventory at BIMT	2022
275		Barcode system for inventory management and control	2021
276		Forklift (sidelift) for inventory usage	2022
277		Replace Tour Bus	2020
278		Total Other Capital	