



REQUEST FOR PROPOSAL 20-05

**REFUNDING BANK TERM LOAN
FOR THE
JACKSONVILLE PORT AUTHORITY**

**Return responses no later than,
FRIDAY, FEBRUARY 21, 2020 by 2:00 PM EST
to the attention:**

**Jacksonville Port Authority
Procurement Services
2831 Talleyrand Avenue
Jacksonville, FL 32206-0005**

REQUEST FOR PROPOSAL 20-05
REFUNDING BANK TERM LOAN
FOR THE
JACKSONVILLE PORT AUTHORITY

TABLE OF CONTENTS

ITEM	PAGE NO(S)
GENERAL INFORMATION.....	GI-1
LEGAL NOTICE.....	LN-1
ARTICLE I - Instructions to Proposers.....	A1-1 TO A1-9
ARTICLE II - General Conditions.....	A2-1 TO A2-3
ARTICLE III - Proposal Forms.....	A3-1 TO A3-5
ARTICLE IV - Scope of Services.....	A4-1 TO A4-4
EXHIBIT A - Conflict of Interest Certificate	COI-1
EXHIBIT B - Sworn Statement of Public Entity Crimes.....	PEC-1 TO PEC-2
EXHIBIT C - E-Verify Acknowledgement.....	E-VERIFY

The below list of ATTACHMENTS will be available to "view only" in the E-Builder System:

ATTACHMENT NO. 1 – Series 2012 Refunding Candidates.....	1-PAGE
ATTACHMENT NO. 2 – Series 2018 Bonds Official Statement.....	236-PAGES
ATTACHMENT NO. 3 – 2018 Financial Report.....	58 PAGES
ATTACHMENT NO. 4 – 2019 Annual Audit Report.....	72-PAGES
ATTACHMENT NO. 5 – 2019-2024 Projected Coverage Calculation.....	1-PAGE

REQUESTS FOR DISTRIBUTION SHEETS OR PRE PROPOSAL ATTENDANCE SHEETS

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

SUBMISSION OF PROPOSALS

Proposals submitted in advance of the time set for opening will be delivered to Procurement Services, 2nd floor, 2831 Talleyrand Avenue, Jacksonville Florida, 32206, until **FRIDAY, FEBRUARY 21, 2020 at 2:00 PM EST**. Proposers are fully responsible for delivery of proposals. Reliance upon mail or public carrier is at proposer's risk. **Late proposals will not be opened or considered.**

PROPOSAL OPENING PROCEDURES

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

REQUESTS FOR PROPOSALS RESULTS OR AWARD OF CONTRACT

Proposers desiring a copy of the unofficial tabulation sheet, which will contain only the items considered necessary by JAXPORT, must include a stamped, self-addressed envelope with their proposal. Proposers may request a copy be sent to them by facsimile, email or may obtain a copy after the Proposal opening in Procurement Services. Proposers wishing to view proposals submitted, subject to the above Public Records requirements, must arrange an appointment by contacting Public Records at (904) 357-3091 or public.records@jaxport.com. If copies are requested, an appropriate charge will be assessed, and all copies will be made solely at the convenience of JAXPORT. All Proposers will be notified of the award of the contract after action by the Jacksonville Port Authority Awards Committee. Anyone else wishing award information should submit a request.

**REQUEST FOR PROPOSAL
20-05**

**REFUNDING BANK TERM LOAN
FOR THE
JACKSONVILLE PORT AUTHORITY**

Proposals will be received by the Jacksonville Port Authority (JAXPORT) until **2:00 PM EST**, on **FRIDAY, FEBRUARY 21, 2020**, at which time they will be opened in the First Floor Conference Room, 2831 Talleyrand Avenue, Jacksonville, Florida 32206.

All Proposals must be submitted in accordance with the specifications of **RFP Number 20-05**, which can be viewed at JAXPORT's website:

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

Procurement Services
P. O. Box 3005
Jacksonville, Florida 32206
(904) 357-3455

ARTICLE I INSTRUCTIONS TO PROPOSERS

1.01 GENERAL INFORMATION

The Jacksonville Port Authority (JAXPORT) is soliciting proposals from “Qualified and Experienced Firms” to provide **REFUNDING BANK TERM LOAN** for the Jacksonville Port Authority. JAXPORT is seeking to identify the institution for the purchase through direct placement of a refunding term loan/bond (the “Term Loan”).

1.02 RECEIPT AND OPENING OF PROPOSALS

JAXPORT will receive proposals until **FRIDAY, FEBRUARY 21, 2020 at 2:00 PM EST** from companies licensed, qualified and interested in providing **REFUNDING BANK TERM LOAN**, as per specifications listed on this RFP. These proposals will be publicly opened in the First Floor Conference Room, Jacksonville Port Authority, 2831 Talleyrand Avenue, Jacksonville, FL 32206, at the stated time and date listed above.

1.03 DELIVERY OF PROPOSALS

Submit one (1) original (with ink signatures), two (2) paper copies, and one (1) electronic formatted flash drive. The Proposal and all required supplemental material listed in Article III (items to be submitted with Proposal Form) must be submitted in a sealed package. Each Proposal package submitted must have the Proposer's name clearly written on the outside of the package along with the “RFP Number and Title” that reads **“RFP 20-05 REFUNDING BANK TERM LOAN”** and addressed or delivered **ONLY** to:

**Jacksonville Port Authority
Procurement Services
Attn: Jerrie Gunder
2831 Talleyrand Avenue
Jacksonville, FL 32206**

Documents submitted through E-Builder, Email, or Fax, will not be accepted or considered. Any Proposals received after the above stated time and date will not be opened or considered. It is the sole responsibility of the Proposer to have its Proposal delivered to JAXPORT 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 making Proposals to JAXPORT are to be borne by the Proposer and will not be borne, charged to or reimbursed by JAXPORT in any manner or under any circumstance.

1.04 CONTRACT DOCUMENTS

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

1.05 OBLIGATION OF PROPOSERS

- A. Proposers shall thoroughly examine and be familiar with the bid specifications. Failure of any proposer to receive or examine this document shall in no way relieve any proposer of obligations pertaining to this bid or the subsequent contract.

- B. Any changes or modifications to the bid specifications can result in the rejection of the bid as not being responsive to this RFP.
- C. The responsibility for mailing the proposal to the Authority on or before the specified date and time will be solely and strictly the responsibility of the proposer. The Authority will in no way be responsible for delays caused by transmission of the proposal or a delay caused by any other occurrence.
- D. The response deadline shall be strictly observed. Under no circumstances will a proposal delivered after the time specified be considered. Such proposals will be returned to the proposer unopened.
- E. Proposers will not be allowed to withdraw or modify their bids for a period of ninety (90) days after the opening time and date.
- F. The Authority reserves the right to reject the bid of any proposer who has previously failed in the proper performance of a contract or to deliver on time other contracts similar in nature, or who is not in a position to perform properly under this contract.
- G. Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- H. No successful proposer may assign any portion of the contractual agreement between the parties without prior written authorization by the Authority.
- I. Changes to the RFP may be made by and at the sole discretion of the Authority.
- J. Warranties - The proposer, in submission of its proposal, warrants to the Authority that it will comply with all applicable federal, state and local laws, regulations and orders in providing the services under the proposed documents.
- K. Collusion - The Proposer, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a Proposal for the same items, or with the Authority. The Proposer also certifies that its proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
- L. Discrimination: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- M. Time is of the essence.

1.06 QUESTIONS & ADDENDUMS

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

The deadline for questions will be MONDAY, FEBRUARY 10, 2020 at 9:00 AM EST.

No interpretation of the meaning of the specifications or other Contract Documents, or corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Proposer orally. Any request for such interpretations or corrections must be made in writing and submitted either by email, through E-Builder or mailed to:

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

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

1.07 PREPARATION OF PROPOSAL

- A. Proposal will be submitted with the attached Proposal Form (Article III). All blank spaces on the form must be typed or legibly printed in ink. Only the Proposal Form and applicable additional information should be submitted. **DO NOT SUBMIT ANY OTHER PORTIONS OF THE ORIGINAL JAXPORT PROPOSAL PACKAGE.**
- B. Proposals shall contain **no more than twenty-five (25) pages** (excluding staff resumes, covers, required attachments and tab sheets) that highlights its staff and capabilities in sufficient detail to allow a reasonable evaluation of the relative capability of respondents to serve the particular needs of JAXPORT and each of the key areas of the proposal that summarizes the proposer's case as to why such proposal should be selected by JAXPORT. Text and figures shall be printed on one side of the 8½ by 11 paper only. Proposals should be prepared in the order of the evaluation criteria detailed in Article IV, 4.05 of the RFP, and tabs should be used to separate and label the sections according to the criteria. Information included in a letter of transmittal may not be taken into consideration while reviewing proposals. Only specific project staff resumes (*2-page limit*) should be used. Resumes should not be included for staff that is not relevant to the project work. A copy of the complete proposal must also be submitted in electronic format on a flash drive.
- C. Clear statements of experience related to the scope of work should be included for the firm, its management and key staff members proposed. A list of references should also be included. The list of references must include a contact person, phone number, email address and a brief description of services performed.
- D. An authorized representative shall sign the proposal. If an individual makes the Proposal, he or she must sign his or her name therein and state his or her address and the name and address of every other person interested in the Proposal as principal. If a firm or partnership makes the Proposal, the name and address of each member of the firm or partnership must be stated. If a corporation makes the Proposal, an authorized officer must sign the Proposal or agent, subscribing the name of the corporation with his or her own name and affixes the Corporate Seal. Such officer or agent must also state the name of the State, under which the corporation is chartered, and the names and business address of the President, Secretary and Treasurer. If applicable, also provide evidence of registration with the Secretary of State of the State of Florida for doing business in the State of Florida.
- E. Failure to submit all information requested will result in a proposal being considered "non-responsive," and therefore will be rejected.

1.08 EVALUATION CRITERIA SUMMARY

In considering the Proposals, JAXPORT will examine the following factors. Evaluation Criteria should be submitted in sufficient detail as outlined under Article IV - Scope of Services to allow proper evaluation of all proposals highlighting the follow categories:

- A. **Contact Information** – Provide prime contact person’s information assigned to project.
- B. **Approach** – Describe the firm’s overall view of the refunding opportunity
- C. **Structure** - Provide one clear and definitive proposal for the refunding.
- D. **Terms** - Provide full and complete terms and conditions
- E. **Experience** – Describe firm’s experience with and detailed understanding of the proposed structure.

Special emphasize will be placed on “C”-Structure and “D”-Terms during the evaluation of the proposals. In this regard, JAXPORT reserves the right to reject any and all Proposals and to waive any non-conformance in received, whenever such rejection or waiver is in the best interest of JAXPORT.

Failure to provide requested information listed above may result in the proposer being non-responsive

1.09 WITHDRAWAL OF PROPOSAL

Any Proposal may be withdrawn by written request of the Proposer until the date and time set above for opening of the Proposals. Any Proposal not so withdrawn will, upon opening, constitute an irrevocable offer for ninety (90) days (or until one or more of the Proposals have been duly accepted by JAXPORT, whichever is earlier) to provide JAXPORT the services set forth in the attached specifications. JAXPORT action on Proposal normally will be taken within sixty (60) days of opening; however, no guarantee or representation is made as to the time between the proposal opening and the subsequent JAXPORT action.

1.10 DISQUALIFICATIONS OF PROPOSERS

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

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

- F. Failure to provide the notarized forms, if any, required in the Proposal documents, and any other requirements listed in Article III.
- G. Failure to disclose any disciplinary actions taken or pending against the firm within the past three (3) years.

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

1.11 NON-WARRANTY OF RFP INFORMATION

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

1.12 CONTINGENCY FEES PROHIBITED

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

1.13 REJECTIONS OF IRREGULAR PROPOSALS

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

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

1.14 PUBLIC ENTITY CRIME

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

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

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

1.15 DISCRIMINATORY VENDOR LIST

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

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

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

1.16 PROPOSERS REPRESENTATION AND AUTHORIZATION

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

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

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

1.17 E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

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

1.18 NON-DISCRIMINATION PROVISIONS

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

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

1.19 PUBLIC MEETING REQUIREMENTS

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

1.20 PUBLIC RECORDS

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

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

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

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

1.21 PROTEST PROCEDURES

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

1.22 EX-PARTE COMMUNICATION PROHIBITED

JAXPORT believes that any ex-parte communication concerning the solicitation, evaluation, and selection process denies all firms submitting proposals fair, open, and impartial consideration. Adherence to procedures which ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement of professional services. Therefore, during the solicitation, evaluation, and selection process, any ex-parte communication between a firm, its employees, agents, or representatives; and JAXPORT, its members, employees, agents, legal counsel, or representatives; other than JAXPORT's designated representative identified herein, is strictly prohibited. Failure to observe this requirement shall result in rejection of a firm's proposal. For purposes of this section, the term "ex-parte communication" shall mean any oral or written communication relative to this solicitation, evaluation, and selection process, which occurs outside of an advertised public meeting, pursuant to Section 285.011, Florida Statutes.

This requirement shall not prohibit:

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

1.23 ARTICLE/SECTION HEADINGS

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

1.24 VENUE

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

1.25 ENTIRE AGREEMENT

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

1.26 TAX EXEMPT

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

ARTICLE II GENERAL CONDITIONS

2.01 DEFINITIONS

JAXPORT - The Jacksonville Port Authority.

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

CONTRACT - The Contract consists of the Financial Institution's Loan Agreement, **RFP 20-05** and any Addendum issued before the execution of the loan agreement; Proposer's Proposal; and any Modification issued after execution of the loan agreement. A Modification is a written amendment to the loan agreement signed by both Parties.

CONTRACTING OFFICER - Designated JAXPORT individual who provides JAXPORT Inspector(s) with Contract information and monitors the administration of the Contract to ensure compliance with terms by both JAXPORT and the Proposer. The Contracting Officer is the only individual authorized to make Contract modifications. The Contracting Officer will be the Director of Procurement & Contract Services.

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

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

2.02 SCOPE OF SERVICES

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

2.03 AWARD OF CONTRACT

JAXPORT intends to award a Contract to the Proposer submitting the most responsive and responsible proposal that, when evaluated, is deemed to be in the best interest of JAXPORT. PFM Financial Advisors, LLC (PFM) on behalf of JAXPORT, will service on the Evaluation Committee. JAXPORT's Evaluation Committee in consultation with PFM will determine the proposal which will result in the best combination of low overall borrowing cost and debt covenants. JAXPORT's decision will be final.

Only those proposals received in a timely manner from Proposers who can provide evidence that they are fully competent, have the requisite experience, organizational and financial capabilities will be considered. JAXPORT reserves the right to accept or reject any or all proposals. JAXPORT assumes no obligation or commitment to make an award to any person or firm submitting a proposal.

If required, JAXPORT will meet with two (2) to three (3) Proposers that are determined to be best qualified in order to discuss their submitted proposals, address any questions and/or clarifications needed by the Evaluation Committee, and negotiate terms prior to final selection. JAXPORT may elect to request best and final offers (BAFO) from any or all Proposers. In that case, award will be based on the best and final offer. This meeting will be considered closed, however, minutes will be taken.

2.04 CERTIFICATION/PROPOSER QUALIFICATIONS

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

2.05 PAYMENT

- A. All invoices will reference the Contract No. **20-05**. An original and one copy will be mailed to:

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

or emailed to:

Accounts.payable@jaxport.com

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

2.06 RESPONSIBILITIES OF THE PROPOSER

- A. The Proposer will provide services as described in the Contract upon receipt of Notification of Award issued by JAXPORT.
- B. The Proposer is responsible for product quality, timely delivery and responsiveness as listed in Article IV – Scope of Services.
- C. The Proposer represents that it is an independent Proposer and not an employee of JAXPORT, nor are any of Proposer's employees performing services in furtherance of this Contract to be considered employees of JAXPORT. The Proposer is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Proposer will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Proposer.
- D. The Proposer will designate in writing a qualified person(s) to act as its designated representative. The Proposer's Representatives(s) will have authority to act for the Proposer in all matters covered by this Contract.
- E. The Proposer will notify JAXPORT Contact in writing, prior to affecting a personnel change concerning the professional personnel assigned to the Contract. JAXPORT will have the right to reject any personnel assigned to perform work under this Contract.
- F. All personnel employed by the Proposer will be competent, trustworthy and properly trained. The Proposer and its employees will be required to comply with all the applicable regulations of JAXPORT.

2.07 RESPONSIBILITIES OF JAXPORT

- A. At the post award conference, JAXPORT will provide a list of personnel, with phone numbers, who are designated as JAXPORT representatives.
- B. JAXPORT will promptly notify the Proposer, or its designated representative(s), of any problem encountered during the Contract term and will arrange for a meeting to resolve issues.

- C. JAXPORT will provide timely processing of Proposer's invoices, if all the terms of the Contract have been met. In cases where Contract procedures were not followed, every attempt will be made to reach an agreement acceptable to both parties, but JAXPORT will not be liable for costs billed by the Proposer in violation of Contract terms.

2.08 INDEMNIFICATION

Any Contract resulting from this Request for Proposal 20-05, will include the following provisions:

To the fullest extent permitted by law, the Proposer agrees to indemnify, defend and hold harmless JAXPORT, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Proposer's work or services under this Request for Proposal 20-05; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Proposer, Proposer's Subcontractor(s) or anyone directly or indirectly employed or hired by Proposer, or anyone for whose acts Proposer may be liable. JAXPORT reserves the right, but not the obligation, to participate in defense without relieving Proposer of any obligation hereunder.

2.09 PERMITS AND LICENSES

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

2.10 ASSIGNMENT

Due to the additional administrative burden placed on JAXPORT, the Proposer will not assign or otherwise transfer its rights under the Contract, without the express written consent of JAXPORT.

2.11 FORCE MAJEURE

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

2.12 NON-WAIVER

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

**ARTICLE III
PROPOSAL FORM**

PROPOSER'S NAME: _____

PROPOSAL FORMAT

Please respond to the questions below in a comprehensive and concise manner. Other than experience/expertise related to the specific concepts that you should provide, JAXPORT does not need, nor desire, general marketing information. In order to assist JAXPORT and PFM in reviewing proposals, each proposal shall be prepared utilizing the following format and headings:

- A. Contact Information** - State the legal name of the financial institution or firm, current principal business address, contact person, telephone number and email address.
- B. Approach** – Describe the firm’s overall view of the refunding opportunity (full and/or partial refunding, taxable/tax-exempt, interest rate trends and whether JAXPORT should move forward now or delay refunding), with particular attention paid to market conditions, both current expectations. Include a discussion of options for the refunding due to the unique aspects of this credit and the underlying project.
- C. Structure** - Provide one clear and definitive proposal for the refunding.
 - a. General overview/strategy
 - b. Strengths and weaknesses (discuss ALL risk factors).
 - c. Provide detailed process for all actions needed now and in 2022 (if any additional action is required).
- D. Terms** - Provide full and complete term sheet/BPA or other documents that include all terms and conditions.
 - a. Security & Financial Covenants – Detail the financial covenants that will be required and define any terms necessary to fully understand them. ***Please note that JAXPORT will utilize only existing security covenants contained within the Resolution.***
 - b. Interest Rate - Provide only fixed interest rates that will be locked as of the actual date of the RFP response until closing. Please provide pricing quotes that assume the following prepayment provisions, if applicable:
 - i. non-callable loan
 - ii. 5-year par call, and
 - iii. 10-year par call
 - c. Termination Provisions - Provide conditions for mandatory and/or optional termination and the precise formulas that may be applicable. All termination fees/payments should be based on market-wide conventions or formulas based on established market indexes, as opposed to proprietary/internal indexes.

- d. Yield Protection/Capital Adequacy/Tax Gross-Up – Provide the specific language proposed, if at all, related to potential additional amounts payable under the Term Loan that might result from changes in law or other regulatory matters – e.g. BASEL III – or other matters that could affect the return to the bank as the owner of the Term Loan, including potential tax gross-up provisions in the interest rate payable on the Term Loan in the case of (i) changes in the maximum marginal federal corporate income tax rate (which would adjust the interest rate on the Term Loan (up or down) in the event that such income tax rate is decreased or increased), or (ii) the occurrence of an event of taxability. Also, provide an additional premium to waive any provision providing for a change in the interest rate in the event of a change to the maximum marginal federal income tax rate.
- e. Fees and Expenses – Describe in detail all fees and expenses which JAXPORT will be responsible to pay. The amounts stated in the proposal shall represent the maximum amounts payable to the proposer by JAXPORT. All fees and expenses in excess of those stated in the proposal shall be the sole responsibility of the proposer and will not be paid or reimbursed by JAXPORT.
- f. Reporting Requirements – Explain any reporting requirements that would be required of JAXPORT.
- g. Conditions – Provide a listing of all conditions, terms or restrictions, other than those specified in this RFP, which would be included in your commitment to provide the Term Loan. Please define any terms necessary to understand these conditions.

E. Experience - Provide a discussion of the firm’s experience with and detailed understanding of the proposed structure.

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

- 1. Proposal Format Item (Proposal Form – Article III)
 - a. Contact Information.
 - b. Approach
 - c. Structure
 - d. Terms
 - e. Experience
- 2. Acknowledgement of Addendum(s) *(if any)*
- 3. Proposer’s Certification Acknowledgement Page
- 4. Conflict of Interest Certificate (Exhibit “A”)
- 5. Sworn Statement of Public Entity Crimes (Exhibit “B”)
- 6. E-Verify Compliance Form (Exhibit “C”)

Failure to provide above information as requested may result in rejection of proposal.

ADDENDUM ACKNOWLEDGEMENT

Acknowledgment of the following addenda is hereby made (see Article 1.06)

Addendum No: 1 _____ Date: _____ Proposer's Init. _____

Addendum No: 2 _____ Date: _____ Proposer's Init.: _____

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

PROPOSER'S CERTIFICATION

1) Certification and Representations of the Proposer

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

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

PROPOSER'S ACKNOWLEDGEMENT

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

Date: _____

Company Name: _____

Proposer is a (*check one*): _____ Corporation _____ Partnership _____ Individual

Authorized Agent's Name: _____

Authorized Agent's Title: _____

Authorized Agent's Email Address: _____

Telephone Number: _____ Fax Number: _____

Federal Identification Number : _____

Remittance Address: _____

City: _____ State: _____ Zip Code: _____

Failure to provide above information in stated format may be grounds for rejection of proposal.

**REQUEST FOR PROPOSAL 20-05
REFUNDING BANK TERM LOAN**

NO PROPOSAL FORM

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

**Jacksonville Port Authority
Attn: Procurement Services
2831 Talleyrand Avenue
Jacksonville, FL 32206**

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

Name of Firm: _____

Signature: _____

Printed Name: _____

Title: _____

Telephone Number: _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

ARTICLE IV SCOPE OF SERVICES

4.01 JAXPORT OVERVIEW

JAXPORT is a full-service international trade seaport in the Southeastern United States. JAXPORT owns, maintains and markets three cargo terminals, two intermodal rail terminals and one passenger cruise terminal along the St. Johns River.

JAXPORT and its maritime partners handle containerized cargo, automobiles (RoRo), dry and liquid bulks, breakbulk commodities, and over-sized and specialty cargoes. JAXPORT's three marine terminals handled a total of 10.9 million tons of cargo in FY19, including more than 1.3 million TEUs (containers) – making Jacksonville the largest container handling port in Florida – and nearly 696,500 vehicles, making JAXPORT one of the nation's busiest vehicle handling ports.

Dozens of ocean carriers call JAXPORT, offering shippers competitive transit times to/from 140 ports in more than 70 countries. Port terminals are located within minutes of three major interstates: I-10, I-75 and I-95 – providing access to more than 70 million U.S. consumers within a day's drive.

JAXPORT is served by 100 trucking firms and 40 daily trains via Class I railroads CSX and Norfolk Southern, regional rail line Florida East Coast Railway, and on-dock rail providers. JAXPORT's intermodal connections offer seamless access to markets throughout the Southeastern U.S., Mississippi and Ohio River valleys, and Midwest.

JAXPORT is Northeast Florida's economic engine — cargo activity through Jacksonville's seaport positively impacts more than 26,000 jobs in Northeast Florida and supports nearly \$31.1 billion in annual economic output for the region and state. This impact is expected to continue to grow as JAXPORT and its partners continue to invest in building the port of the future.

4.02 SCOPE OF WORK

JAXPORT, is submitting this Request for Proposals (RFP) to identify the institution for the ***purchase through direct placement*** of a refunding term loan/bond (the "Term Loan"). JAXPORT will determine the proposal which will result in the best combination of low overall borrowing cost and debt covenants. JAXPORT in its sole discretion will decide if such proposal will be accepted.

JAXPORT is seeking proposals to (i) refund its outstanding Revenue and Refunding Bonds, Series 2012 ("Series 2012 Bonds") maturing on or after November 1, 2023, and (ii) pay the costs of issuance relating to the Refunding Bonds. The Series 2012 Bonds were issued to fund and/or refund potential "private use" projects, and the Term Loan to be issued to refund the Series 2012 Bonds is expected to be issued as a tax-exempt, exempt facility bond subject to Alternative Minimum Tax (AMT). The Series 2012 Bonds are eligible for optional redemption on November 1, 2022.

Given that Series 2012 Bonds are not eligible for tax exempt advanced refunding, JAXPORT is interested in reviewing alternative structures that it may use to refinance the Series 2012 Bonds for net present value savings. JAXPORT is looking for options to effectively lock in current rates for the financing, and is considering financings that would be completed either early in 2020, or when the Series 2012 Bonds become currently callable. ***JAXPORT is looking for a purchase through direct placement and will not consider publicly offered bond proposals or structures that involve swaps. JAXPORT will also only accept a direct placement with a final maturity of November 1, 2038.***

Other than swaps and publicly offered bonds, JAXPORT is willing to consider all practical concepts, including but not limited to: (i) a taxable refunding Term Loan, (ii) a forward purchase of the Term Loan to be issued no earlier than August 3, 2022 (within 90 days of the first redemption date for the Series 2012 Bonds) and no later than November 1, 2022 or (iii) alternative refunding such as “Cinderella” structures.

JAXPORT requires proposers to provide estimated savings, a detailed account of the potential risks of the transaction, and any other relevant information that JAXPORT should have when considering the proposed structure. Each proposal should include a detailed term sheet, form-of Bond Purchase Agreement (BPA), and other relevant documents that JAXPORT should review.

The Jacksonville Port Authority will utilize only existing financial covenants contained within the Master Resolution. The Jacksonville Port Authority will reject any proposal that requires a depository or other commercial banking relationship.

The Jacksonville Port Authority reserves the right to reject any and all offers; to waive any and all informalities or irregularities and to reject all or any part of any offer as it may deem to be in the best interest of the Jacksonville Port Authority.

4.03 SECURITY FOR TRANSACTION

The Term Loan will be incurred under and pursuant to that certain resolution adopted by the Port on February 24, 2003, as amended and supplemented by resolutions adopted by the Board on September 26, 2005, September 25, 2006, December 12, 2007, March 24, 2008, July 27, 2009, December 9, 2009, September 27, 2010, July 23, 2012 and February 27, 2017.

The Term Loan will be secured by a pledge and lien upon Pledged Revenues which consist of (i) Net Revenues of the Marine Facilities, (ii) Interlocal Agreement Revenues, (iii) Swap Receipts, (iv) amounts on deposit in certain funds and accounts and investment income on the moneys in those funds and accounts, and (v) proceeds of insurance and condemnation awards on the Marine Facilities.

The Term Loan will be payable from the Pledged Funds on a parity, equally and ratably, with the Jacksonville Port Authority's outstanding Revenue Note, Series 2010; Revenue and Refunding Bonds, Series 2012; Revenue Refunding Note, Series 2017; Revenue Bond, Series 2018A; Revenue Bonds, Series 2018B; any Additional Parity Bonds which may be issued in the future, and all Swap Obligations and Reimbursement Obligations incurred by JAXPORT.

4.04 PROPOSER'S RESPONSIBILITY FOR ADDRESSING EVALUATION CRITERIA

Proposer should be aware that the proposal will be evaluated in accordance with the criteria prescribed herein and accordingly would be advised to structure their proposal in a manner to properly address each factor of the Evaluation Criteria questions below in a comprehensive and concise manner. Other than experience/expertise related to the specific concepts that you should provide, JAXPORT does not need, nor desire, general marketing information. In order to assist JAXPORT in reviewing proposals, each proposal shall be prepared utilizing the following format and headings:

- A. **Contact Information** - State the legal name of the financial institution or firm, current principal business address, contact person, telephone number and email address.
- B. **Approach** – Describe the firm's overall view of the refunding opportunity (full and/or partial refunding, taxable/tax-exempt, interest rate trends and whether JAXPORT should move forward now or delay refunding), with particular attention paid to market conditions, both current expectations. Include a discussion of options for the refunding due to the unique aspects of this credit and the underlying project.

- C. **Structure** - Provide one clear and definitive proposal for the refunding.
- a. General overview/strategy
 - b. Strengths and weaknesses (discuss ALL risk factors).
 - c. Provide detailed process for all actions needed now and in 2022 (if any additional action is required).
- D. **Terms** - Provide full and complete term sheet/BPA or other documents that include all terms and conditions.
- a. Security & Financial Covenants – Detail the financial covenants that will be required and define any terms necessary to fully understand them. ***Please note that JAXPORT will utilize only existing security covenants contained within the Resolution.***
 - b. Interest Rate - Provide only fixed interest rates that will be locked as of the actual date of the RFP response until closing. Please provide pricing quotes that assume the following prepayment provisions, if applicable:
 - i. non-callable loan
 - ii. 5-year par call, and
 - iii. 10-year par call.
 - c. Termination Provisions - Provide conditions for mandatory and/or optional termination and the precise formulas that may be applicable. All termination fees/payments should be based on market-wide conventions or formulas based on established market indexes, as opposed to proprietary/internal indexes.
 - d. Yield Protection/Capital Adequacy/Tax Gross-Up – Provide the specific language proposed, if at all, related to potential additional amounts payable under the Term Loan that might result from changes in law or other regulatory matters – e.g. BASEL III – or other matters that could affect the return to the bank as the owner of the Term Loan, including potential tax gross-up provisions in the interest rate payable on the Term Loan in the case of (i) changes in the maximum marginal federal corporate income tax rate (which would adjust the interest rate on the Term Loan (up or down) in the event that such income tax rate is decreased or increased), or (ii) the occurrence of an event of taxability. Also, provide an additional premium to waive any provision providing for a change in the interest rate in the event of a change to the maximum marginal federal income tax rate.
 - e. Fees and Expenses – Describe in detail all fees and expenses which JAXPORT will be responsible to pay. The amounts stated in the proposal shall represent the maximum amounts payable to the proposer by JAXPORT. All fees and expenses in excess of those stated in the proposal shall be the sole responsibility of the proposer and will not be paid or reimbursed by JAXPORT.
 - f. Reporting Requirements – Explain any reporting requirements that would be required of JAXPORT.
 - g. Conditions – Provide a listing of all conditions, terms or restrictions, other than those specified in this RFP, which would be included in your commitment to provide the Term Loan. Please define any terms necessary to understand these conditions.
- E. **Experience** - Provide a discussion of the firm's experience with and detailed understanding of the proposed structure.

Failure to provide complete and accurate information and list amounts of all fees may result in rejection of proposal as non-responsive.

To assist in proposal preparation, the following resources are available for review. Be advised, the attachments accompanying **RFP 20-05** contains information which is confidential and privileged; therefore all documents as listed below are only posted under the E-Builder Bidding System in a “read-only” format. Any disclosure, copying, or distribution of the documents is strictly prohibited.

1. ATTACHMENT NO. 1 – Series 2012 Refunding Candidates.....1-PAGE
2. ATTACHMENT NO. 2 – Series 2018 Bonds Official Statement.....236-PAGES
3. ATTACHMENT NO. 3 – 2018 Financial Report.....58-PAGES
4. ATTACHMENT NO. 4 – 2019 Annual Audit Report.....72-PAGES
5. ATTACHMENT NO. 5 – 2019-2024 Projected Coverage Calculation.....1-PAGE

In addition, JAXPORT’s most recent Official Statement relating to the Series 2018 Bonds, which includes Form of the Composite Bond Resolution (Attachment No. 2) is available on EMMA.MSRB.ORG website at <https://emma.msrb.org/EP1032699-EP800290-EP1201779.pdf> and JAXPORT’s Annual Reports are available under the Financial Reports page of the website at <http://www.jaxport.com/corporate/financial-reports>.

4.05 OTHER INFORMATION

- A. JAXPORT reserves the right to accept or reject any and all bids, to waive any irregularities or informalities in any bid or in the bidding, and to accept or reject any items or combination of items. The award will be to the institution whose response complies with all of the requirements set forth in this RFP and whose bid, in the sole opinion of JAXPORT, is best taking into consideration all aspects of the proposer’s response. JAXPORT RESERVES THE RIGHT TO AWARD THE PROPOSAL TO OTHER THAN THE LOWEST COST PROPOSER.
- B. In the event that the successful proposer does not execute a contract within a timeframe acceptable to JAXPORT, JAXPORT may give notice of intent to award the bid to the next most qualified proposer or to call for new bids and may proceed to act accordingly.

EXHIBIT "A"

CONFLICT OF INTEREST CERTIFICATE

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

SECTION I

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

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

SECTION II

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

Name	Title or Position	Date of Filing
_____	_____	_____

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

PUBLIC OFFICIAL DISCLOSURE

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

Public Official _____
Position Held _____
Position/Relationship with Bidder _____

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:

EXHIBIT "C"

ACKNOWLEDGEMENT AND ACCEPTANCE OF E-VERIFY COMPLIANCE

E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

In accordance with the Governor of Florida, Executive Order Number 11-02 (Verification of Employment Status), whereas, Federal law requires employers to employ only individuals eligible to work in the United States; and whereas, the Department of Homeland Security's E-Verify system allows employers to quickly verify in an efficient and cost effective manner;

The Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract. Contractors must include in all subcontracts the requirement that all subcontractors performing work or providing goods and services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The Contractor further agrees to maintain records of its participation and compliance and its subcontractor's participation and compliance with the provisions of the E-Verify program, and to make such records available to JAXPORT upon request. Failure to comply with this requirement will be considered a material breach of the contract.

By signing below, I acknowledge that I have reviewed, accept and will comply with the regulations pertaining to the E-Verify program.

Company Name

Name of Official (Please Print)

Signature of Principal

Title

Date

