



**REQUEST FOR PROPOSAL 21-04**

**BOND COUNSEL, TAX COUNSEL, AND  
DISCLOSURE COUNSEL SERVICES FOR THE  
JACKSONVILLE PORT AUTHORITY**

**Return responses no later than,**

**THURSDAY, MARCH 25, 2021 by 2:00 PM (EST)**

**to the attention:**

**Jacksonville Port Authority**

**Procurement Services**

**via**

**E-Builder Electronic Bid Submission**

# REQUEST FOR PROPOSAL 21-04

## BOND COUNSEL, TAX COUNSEL, AND DISCLOSURE COUNSEL SERVICES FOR THE JACKSONVILLE PORT AUTHORITY

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## **REQUESTS FOR DISTRIBUTION SHEETS**

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

## **SUBMISSION OF PROPOSALS**

Proposals submitted electronically in advance of the time set for opening will be held in the E-Builder Bidding Portal until **2:00 PM (EST)**. Proposers are fully responsible for submittal of proposals. Reliance upon the computer system's reaction time is at proposer's risk. After the proposal due date/time has passed, the submit button will be disabled. **Late proposals will not be received or considered.**

## **PROPOSAL OPENING PROCEDURES**

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

## **REQUESTS FOR PROPOSALS RESULTS OR AWARD OF CONTRACT**

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

**REQUEST FOR PROPOSAL**  
**21-04**  
**BOND COUNSEL, TAX COUNSEL AND**  
**DISCLOSURE COUNSEL SERVICES FOR THE**  
**JACKSONVILLE PORT AUTHORITY**

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Proposals will be received by the Jacksonville Port Authority (JAXPORT) via E-Builder Electronic Bid Submission until **2:00 PM (EST)**, on **THURSDAY, MARCH 25, 2021**, at which time they will be opened publicly via “Go to Meeting” at <https://global.gotomeeting.com/join/330605989>.

All Proposals must be submitted in accordance with the Specifications of Proposal Number **21-04**, which may be obtained from our website:

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

**Jacksonville Port Authority**  
**Procurement Services**  
**(904) 357-3455**

**ARTICLE I**  
**INSTRUCTIONS TO PROPOSERS**  
**BOND COUNSEL, TAX COUNSEL AND DISCLOSURE COUNSEL SERVICES**

**1.01 GENERAL INFORMATION**

The Jacksonville Port Authority (JAXPORT) is soliciting proposals from “Qualified Firms” to provide **BOND COUNSEL, TAX COUNSEL AND DISCLOSURE COUNSEL SERVICES**. JAXPORT is interested in engaging the services of a qualified and experienced firm to serve JAXPORT on all types of local government financing transactions, including but not limited to, the sale of bonds in conjunction with certain refunding, new money, economic development, and other bond programs under consideration by JAXPORT.

**1.02 RECEIPT AND OPENING OF PROPOSALS**

JAXPORT will receive Proposals until **THURSDAY, MARCH 25, 2021 at 2:00 PM (EST)** from companies licensed, qualified and interested in providing **BOND COUNSEL, TAX COUNSEL AND DISCLOSURE COUNSEL SERVICES**, as per specifications listed on this RFP. These proposals will be publicly opened via “Go to Meeting” at the stated time and date listed above.

**GOTOMEETING information:**

*Please join my meeting from your computer, tablet or smartphone.*

<https://global.gotomeeting.com/join/330605989>

*You can also dial in using your phone.*

*(For supported devices, tap a one-touch number below to join instantly.)*

United States (Toll Free): 1 877 309 2073

- One-touch: <tel:+18773092073,,330605989#>

United States: +1 (646) 749-3129

- One-touch: <tel:+16467493129,,330605989#>

**Access Code: 330-605-989**

**1.03 DELIVERY OF PROPOSALS**

Proposals and all required supplemental material listed in Article III (items to be submitted with Proposal Form) must be electronically submitted in **PDF format only** through E-Builder. Proposal documents submitted through Email or Fax will not be accepted or considered. **Until further notice, JAXPORT is not accepting any bid packages submitted by Mail or Hand-Deliveries due to the current COVID-19 situation.** Please visit the JAXPORT’s website at [www.jaxport.com](http://www.jaxport.com) for more information and updates.

The PDF file name should read **“RFP 21-04 BOND COUNSEL, TAX COUNSEL AND DISCLOSURE COUNSEL SERVICES.”** “How to Submit Your Bid Response in E-Builder” is provided as **“Attachment No. 2.”**. Additional instructions on how to navigate in E-Builder, click the below link to access the **“Bidders Portal Instructional Training Video”**:

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

Proposals must be submitted prior to **2:00 PM (EST), THURSDAY, MARCH 25, 2021**. The E-Builder submit button will **deactivate** exactly at **2:00:00 PM EST** and you will not be permitted to submit your proposal regardless of where you are in the process. Please plan accordingly.

Any Proposals received after the above stated time and date will not be considered. It is the sole responsibility of the Proposer to have its Proposal submitted to JAXPORT as specified herein on or before the above date and time. For the purpose of the RFP, a proposal is considered delivered when confirmation of delivery is provided by E-Builder. Proposer's must ensure that its electronic submission in E-Builder can be assessed and viewed at the time of the proposal opening. JAXPORT will consider any file that cannot be immediately accessed and viewed at the time of the proposal opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. Proposer's will not be permitted to unencrypt files, remove password protections, or resubmit documents after proposal opening to make a file viewable if those documents are required with proposal. All expenses for submitting 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 EXAMINATION OF CONTRACT DOCUMENTS**

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

#### **1.06 OBLIGATION OF PROPOSERS**

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

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

#### **1.07 QUESTIONS & ADDENDUM**

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

**The deadline for questions will be MONDAY, MARCH 8, 2021 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.

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

## 1.08 **PREPARATION OF PROPOSAL**

- A. Proposal will be submitted via E-Builder Electronic Bid Submission per the attached Proposal Form (Article III). All blank spaces must be complete and all the items fields acknowledged prior to submittal. Only the Proposal Form and applicable additional information should be submitted. ***DO NOT SCAN AND SUBMIT ANY OTHER PORTIONS OF THE ORIGINAL JAXPORT PROPOSAL PACKAGE.***
- B. The uploaded Proposals for each type of service: A) Bond Counsel, B) Tax Counsel and C) Disclosure Counsel shall contain **no more than twenty-five (25) pages** (excluding staff resumes, covers, required attachments and tab sheets). Text and figures shall be printed on one side of the 8½ by 11 paper only. Proposals should be prepared and uploaded in the order of the evaluation criteria detailed in Article IV, 4.07 of the RFP, and tabs sheets 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 (two (2) page limit) should be used. Resumes should not be included for staff that is not assigned to the project work.
- C. Included in the twenty-five (25) pages limitation for each type of service: A) Bond Counsel, B) Tax Counsel and C) Disclosure Counsel, proposals must contain an organizational chart and brief description of staff, as well as key staff of any sub Proposers proposed.
- D. 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.
- E. A list of all sub Proposers proposed that are an integral part of the proposal from a technical aspect must be included with detailed information as required in C and D above.
- F. Included in the twenty-five (25) pages limitation for each type of service: A) Bond Counsel, B) Tax Counsel and C) Disclosure Counsel, the Proposer must submit an overall schedule of availability of personnel as such exists at that time. Any significant commitment of listed personnel which could conflict with their availability for this project should be clearly shown, including all personnel who are not locally based.
- G. 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.
- H. Failure to submit all information requested will result in a proposal being considered “non-responsive,” and therefore will be rejected.

## 1.09 **RESPONSIBLE PROPOSER CRITERIA**

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

- A. Competence - *(20 Points Maximum Score)*
- B. Current Workload - *(10 Points Maximum Score)*
- C. Financial Responsibility - *(10 Points Maximum Score)*
- D. Past Record of Experience, Qualifications and Professional Accomplishments - *(25 Points Maximum Score)*

- E. Proximity to the Project - *(10 Points Maximum Score)*
- F. Ability to Design and Approach a Work Plan to Meet the Project Requirements Where Applicable - *(10 Points Maximum Score)*
- G. Quotation of Rates, Fees or Charges and Other Detailed Cost Proposal Breakdown Information - *(15 Points Maximum Score)*

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

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

#### **1.10 WITHDRAWAL OF PROPOSAL**

Any Proposal may be withdrawn 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 one hundred eighty (180) days (or until one or more of the Proposals have been duly accepted by JAXPORT, whichever is earlier) to provide JAXPORT the services set forth in the attached specifications. JAXPORT action on Proposal normally will be taken within sixty (60) days of opening; however, no guarantee or representation is made as to the time between the proposal opening and the subsequent JAXPORT action.

#### **1.11 DISQUALIFICATIONS OF PROPOSERS**

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

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

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



## **1.12 NON-WARRANTY OF RFP INFORMATION**

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

## **1.13 CONTINGENCY FEES PROHIBITED**

By submitting a proposal in response to this RFP, the Proposer warrants that it has not employed or retained a company or person, other than a 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.

## **1.14 REJECTIONS OF IRREGULAR PROPOSALS**

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

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

## **1.15 PUBLIC ENTITY CRIME**

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

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

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

## **1.16 DISCRIMINATORY VENDOR LIST**

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

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

- Transact business with any public entity.
- To view a current list, visit:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

### **1.17 PROPOSERS REPRESENTATION AND AUTHORIZATION**

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

- The Proposer is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the proposal documents, the Proposer, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Proposer 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 relied upon by JAXPORT in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from JAXPORT of the true facts relating to submission of the proposal. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

- That the Proposer has carefully examined the Scope of Services and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the services needed for the performance of the work, the general and local conditions, all difficulties to be encountered, and all other items which in any way affect the work or its performance.
- That the Proposer is in full compliance with all Federal, State, and local laws and regulations and intends to fully comply with same during the entire term of the contract.

#### **1.18 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.

#### **1.19 NON-DISCRIMINATION PROVISIONS**

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

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

#### **1.20 PUBLIC MEETING REQUIREMENTS**

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

#### **1.21 PUBLIC RECORDS**

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

- (a) Keep and maintain public records required by the JAXPORT to perform the services; and
- (b) Upon request from the JAXPORT’s custodian of public records, provide the JAXPORT with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to the JAXPORT; and

- (d) Upon completion of this Contract, transfer to the JAXPORT at no cost all public records in possession of Contractor or keep and maintain public records required by the JAXPORT to perform the service. If Contractor transfers all public records to the JAXPORT upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the JAXPORT upon request from either JAXPORT's custodian of public records in a format that is compatible with the JAXPORT's information technology systems.

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

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

### **1.22 PROTEST PROCEDURES**

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

### **1.23 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.

### **1.24 EXECUTION OF THE CONTRACT**

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

**1.25 ARTICLE/SECTION HEADINGS**

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

**1.26 ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of the Contract, the provisions of JAXPORT'S Request for Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) Amendments to Contract 2) Contract **21-04** 3) Addendum to Proposal 4) JAXPORT'S Request for Proposal **21-04**, and 5) Proposer's Proposal.

**1.27 VENUE**

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

**1.28 ENTIRE AGREEMENT**

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

**1.29 TAX EXEMPT**

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

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**ARTICLE II  
GENERAL CONDITIONS**

**BOND COUNSEL, TAX COUNSEL AND DISCLOSURE COUNSEL SERVICES**

**2.01 DEFINITIONS**

**JAXPORT** - The Jacksonville Port Authority.

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

**CONTRACT** - The Contract consists of the document labeled “Specifications for **BOND COUNSEL, TAX COUNSEL AND DISCLOSURE COUNSEL SERVICES** for the Jacksonville Port Authority”, **RFP 21-04** and any Addendum issued before the execution of the Contract; Proposer’s Proposal; and any Modification issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both Parties. The order of precedence of contract documents will be as specified in Article 1.26.

**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 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 commission. Changes in the work and the contract fees may only be changed by prior written agreement executed by the parties with proper authorization to do so.

**2.03 TERM OF CONTRACT**

The term of the agreement for these services is intended to be for a **one-year (1) period with four (4) additional, one-year (1) renewal options** made at the discretion of JAXPORT.

JAXPORT will award this contract to one (1) Proposer, who will be the designated Bond Counsel (sometimes referred to herein as “Bond Counsel” or “Consultant”). JAXPORT also reserves the right to additionally award a contract to: one (1) proposer to serve as “Disclosure Counsel”, and one (1) proposer to serve as “Tax Counsel”. JAXPORT also reserves the right to award contracts for Bond Counsel, Tax Counsel and Disclosure Counsel all to a single proposer; whichever is deemed to be the most qualified and in the best interest of JAXPORT. **PROPOSERS SUBMITTING A RESPONSE MUST INDICATE WHETHER THE RESPONSE IS FOR BOND COUNSEL, TAX COUNSEL OR DISCLOSURE COUNSEL (OR ALL THREE (3) CATEGORIES).**

JAXPORT neither encourages, nor discourages, the formation of teams, as long as team members are subcontractors to the Prime Proposer. It is the desire of JAXPORT that the work elements required by the Project and included in the negotiated agreement is shared with other qualified area Proposers to the extent that such goal does not diminish the goal of selecting the most qualified Proposer.

#### **2.04 AWARD OF CONTRACT**

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

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

JAXPORT will make an award based on a Proposer's ability to meet both entities needs and requirements, based on the Responsible Proposer Criteria as shown in **Article 4.07**. Factors used to evaluate each Proposer's response, as well as the weight attributed to each of the factors will vary for each category and are listed in the **Evaluation Matrix - "Attachment No. 1."**

#### **2.05 ESCALATION / DE-ESCALATION**

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), the Awardee may submit in writing a request for price escalation/de-escalation. Price escalation/de-escalation adjustments will be limited to the lesser of two (2%) percent or the percentage increase/decrease in the Consumer Price Index (South Region) for the twelve-month period immediately preceding ninety (90) days before the expiration date of the contract. JAXPORT reserves the right to decline any price increase requested.

#### **2.06 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.

#### **2.07 PAYMENT**

A. All invoices will reference the Contract No. **21-04**. An original and one copy will be emailed to:

[accounts.payable@jaxport.com](mailto:accounts.payable@jaxport.com)

*or mailed to:*

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

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

- C. **No payments will be made for per diem charges or travel expenses without prior approval of JAXPORT and in accordance with JAXPORT's Travel Procedures and Guidelines as per attached EXHIBIT E.** The Prime Proposer and any subcontractor must secure written approval from JAXPORT prior to any travel, if the Proposer intends to bill JAXPORT for these expenses.

## **2.08 RESPONSIBILITIES OF THE PROPOSER**

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

## **2.09 RESPONSIBILITIES OF JAXPORT**

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

## **2.10 INDEMNIFICATION**

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



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

## **2.11 INSURANCE**

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

- A. Without limiting its liability under the contract, the Proposer will obtain and maintain at its sole expense during the life of the contract, insurance of the types and in the minimum amount stated below:
- (1) PROFESSIONAL LIABILITY: \$5,000,000 per Occurrence
  - (2) DEDUCTIBLES AND SELF-INSURED RETENTIONS: Any deductibles or self-insured retentions must be declared to and approved by JAXPORT.
  - (3) ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a Best's rating of no less than A: VI, and approved to do business in the State of Florida.
- B. All insurance will be maintained in force until completion of the work, and will include an endorsement requiring thirty (30) days prior written notice to JAXPORT's Risk Manager before any change or cancellation is made effective.
- C. Such insurance will be written by a company or companies licensed to do business in the State of Florida and satisfactory to JAXPORT. Before commencing any work under this contract, certificates evidencing the maintenance of said insurance will be furnished to JAXPORT and will be subject to the approval of JAXPORT's Risk Manager, P.O. Box 3005, Jacksonville, FL 32206.
- D. Any sub Proposers of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Sub Proposers' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Company shall submit sub Proposers' Certificates of Insurance to JAXPORT prior to allowing sub Proposers to perform Work on JAXPORT's job sites.

## **2.12 PERMITS AND LICENSES**

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

## **2.13 PERFORMANCE BOND REQUIREMENT – *Not Required***

## **2.14 TERMINATION FOR DEFAULT**

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

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

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

#### **2.15 TERMINATION FOR CONVENIENCE**

JAXPORT may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful Proposer of such termination, which shall become effective one hundred twenty (120) days following receipt by Proposer of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to JAXPORT. If the Agreement is terminated by JAXPORT as provided in this section, JAXPORT shall compensate the successful Proposer in accordance with the Agreement for all services actually performed by the successful Proposer and reasonable direct costs of successful Proposer for assembling and delivering to JAXPORT all documents. No compensation shall be due to the successful Proposer for any profits that the successful Proposer expected to earn on the balance of the Agreement. Such payments shall be the total extent of JAXPORT's liability to the successful Proposer upon a termination as provided for in this section.

#### **2.16 ASSIGNMENT**

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

#### **2.17 FORCE MAJEURE**

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

#### **2.18 NON-WAIVER**

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

**ARTICLE III  
PROPOSAL FORM**

**BOND COUNSEL, TAX COUNSEL AND DISCLOSURE COUNSEL SERVICES**

**BOND COUNSEL**       **TAX COUNSEL**       **DISCLOSURE COUNSEL**

*(please check all applicable)*

**PROPOSER'S NAME:** \_\_\_\_\_

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

1. Competence
2. Current Workload
3. Financial Responsibility
4. Past Record of Experience, Qualifications and Professional Accomplishments
5. Proximity to the Project
6. Ability to Design and Approach a Work Plan to Meet the Project Requirements Where Applicable
7. Quotation of Rates, Fees or Charges and Other Detailed Cost Proposal Breakdown Information
8. Proposer's Certification (Proposal Form – Article III)
9. Evidence that the Firm is licensed to do Business in the State of Florida.
10. Acknowledgement of Addenda (*if any*)
11. Conflict of Interest Certificate (Exhibit "A")
12. Sworn Statement of Public Entity Crimes (Exhibit "B")
13. E-Verify Compliance Form (Exhibit "C")

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

**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.

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**REQUEST FOR PROPOSAL 21-04**

**BOND COUNSEL, TAX COUNSEL AND DISCLOSURE COUNSEL SERVICES**

**PROPOSER'S ACKNOWLEDGEMENT**

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

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Authorized Agent's Name: \_\_\_\_\_

Authorized Agent's Signature: \_\_\_\_\_

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 may be grounds for rejection of Proposal.***

**REQUEST FOR PROPOSAL 21-04  
BOND COUNSEL, TAX COUNSEL AND DISCLOSURE COUNSEL SERVICES**

**NO PROPOSAL FORM**

BOND COUNSEL     TAX COUNSEL     DISCLOSURE COUNSEL

*(please check all applicable)*

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

**Jacksonville Port Authority  
Procurement Services  
FAX: (904) 357-3077  
OR  
[jerrie.gunder@jaxport.com](mailto:jerrie.gunder@jaxport.com)**

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**

**BOND COUNSEL, TAX COUNSEL AND DISCLOSURE COUNSEL SERVICES**

**4.01 OVERVIEW**

**JAXPORT**

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

JAXPORT 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. JAXPORT's three marine terminals handled a total of 10.8 million tons of cargo last fiscal year, including more than 1.3 million TEUs (containers) – making Jacksonville the largest container handling port in Florida--and 696,427 vehicles, maintaining JAXPORT's impressive ranking as the No. 2 in vehicle export port in the nation. JAXPORT's cruise terminal also continues to set passenger records, with more than 194,655 passengers sailing last year on cruises departing from JAXPORT's facility.

JAXPORT features 20 container cranes, on-dock warehousing, Foreign Trade Zone status and outstanding intermodal connections. 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 North Florida, more than 26,000 jobs are related to port activity, which creates a statewide economic impact of \$31.1 billion annually.

The Vision of JAXPORT 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 JAXPORT 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.

**GENERAL**

The Bond Counsel, Tax Counsel and/or Disclosure Counsel would serve JAXPORT on all types of local government financing transactions, including, but not limited to, the sale of bonds in conjunction with certain refunding, new money, economic development, and other bond programs under consideration by JAXPORT. As used herein, the term "bonds" shall include, but not be limited, to bonds, notes, commercial paper, and other types of obligations, whether fixed or variable rate, whether sold by negotiation or competitive bid, and whether taxable or tax-exempt, and shall also include letters of credit, bridge loans, securities lending, interest rate swaps and hedges, interest rate caps or collars, options for future programs, risk management transactions, and any and all other types of local government financing transactions. The Bond Counsel, Tax Counsel and/or Disclosure Counsel would work with JAXPORT, Chief Financial Officer and other members of JAXPORT's financing team, on an as-needed basis when such matters require the special expertise of Bond Counsel, Tax Counsel and/or Disclosure Counsel as applicable.

Since 2000, JAXPORT has issued, and or reissued numerous bonds and banking instruments in the approximate amount of \$682,128,000; however, notwithstanding the foregoing, JAXPORT does not guarantee any specific level of service and makes no representation or warranty as to any future level of service.

#### **4.02 MINIMUM QUALIFICATIONS**

- A minimum of five (5) years of experience performing public finance Bond Counsel, Tax Counsel and/or Disclosure Counsel Services
- A demonstrated knowledge of Bond Counsel, Tax Counsel and/or Disclosure Counsel services being performed for Ports or other governmental entities similar in scope and size of JAXPORT.

#### **4.03 SCOPE OF SERVICES – BOND COUNSEL**

- A. Advising JAXPORT as to the legal feasibility of any financing program proposed by JAXPORT's financial advisor, underwriters or developer's representatives and advising as to compliance of the program with applicable law and pending or proposed revision in the law, including the Internal Revenue Code and regulations.
- B. Keeping JAXPORT informed of changes in State or Federal law relating to tax-exempt financing.
- C. Advising as to procedures, required approvals and filings, schedule of events for timely issuance, potential cost-saving techniques and other legal matters relative to issuance of the bonds, whether the financing is undertaken by competitive bid or negotiated sale.
- D. Providing general, on-going advice to JAXPORT on financing matters related to both existing and new debt obligations.
- E. Attending conferences of JAXPORT officials (telephonic or otherwise), staff members, JAXPORT's financial advisor and, if a negotiated sale is undertaken, representatives of JAXPORT underwriters, when so requested.
- F. Attending JAXPORT meetings on an as-needed basis; and attending any meetings of JAXPORT's Board of Directors or its committees and other governmental non-governmental groups, when so requested.
- G. Developing and maintaining a time schedule for debt issuance; assuring that all parties comply with the schedule.
- H. Preparing or assisting in the preparation of all documents relating to the issuance of debt obligations in cooperation with underwriters and financial advisors engaged by JAXPORT.
- I. Preparing bond ordinances and resolutions (specifically including but not limited to, JAXPORT resolution, City Council legislation, (and any other necessary resolutions such as an inducement resolution for an issue) and any amendments thereto in order to authorize and issue the bonds notes or other obligations.
- J. Preparing any trust indenture; escrow deposit agreement; trustee, registrar or paying agent agreement; and any other agreements or similar documents necessary, related or incidental to financing.
- K. Preparing all pleadings (e.g. complaint, notice of service, proposed answer, memorandum of law, proposed order, etc.) and conducting the validation hearing and any appeals related thereto or arising therefrom, only if validation is recommended by JAXPORT's legal counsel.



- L. If sale is by competitive bid, with assistance of the financial advisor preparing the bid documents, notice of sale, Preliminary Official Statement and Official Statement, and assisting with the evaluation of bids, and preparing any other documentation or action necessary to conduct a sale of the bonds in that manner.
- M. If sale is by negotiated sale, assisting in preparation of the Preliminary Official Statement and Official Statement and reviewing the bond purchase agreement and other documentation or action necessary to conduct a sale of the bonds in that manner.
- N. Preparing, obtaining, delivering and filing all closing papers necessary in connection with the sale and issuance of the bonds, including, but not limited to, certified copies of all minutes, ordinances, resolutions and orders; certificates such as officers, seal, incumbency, signature, no prior pledge, arbitrage and others; continuing disclosure agreements; notices and filings with the State Division of Board Finance and Internal Revenue Service and verifications, consents and opinions from accountants, special consultants and attorneys; attending bond pre-closing with JAXPORT.
- O. Issuing standard, comprehensive bond counsel opinion(s) as to the legality of the bonds, the security for their payment and the exemption of the exclusion from federal income taxation of the interest on the bonds.
- P. Compiling all closing documents and causing the production of a transcript for the bond issue (in CD ROM format or a hard bound transcript, as requested by JAXPORT from time to time), and providing not less than two (2) transcripts for JAXPORT and its in-house counsel, and such other transcripts as may be necessary for other participants in the transaction to be completed and delivered within ninety (90) days after the closing of the transaction.
- Q. Performing an analysis of the tax and other legal consequences to JAXPORT associated with major potential transactions which may not involve a debt issuance but which may involve other projects. This includes, but is not limited to, review of existing contracts and drafts of proposed contracts as well as participation in the negotiation of contracts, and includes a review whether the proposed transactions affect or may be affected by existing debt covenants.
- R. Advising JAXPORT as to compliance with Internal Revenue Service regulations, Securities and Exchange Commission (SEC) disclosure and other relevant rules, federal anti-trust laws, and any other Federal, State, and local legislation applicable in JAXPORT and assisting JAXPORT in any litigation arising therefrom.
- S. Assisting JAXPORT in obtaining and complying with necessary Internal Revenue Service private letter rulings.
- T. Preparing or reviewing necessary documents for compliance with SEC secondary market filings and disclosure rules, and NRMSIR requirements. (If not prepared or reviewed by disclosure counsel)
- U. Assisting JAXPORT in negotiating and preparing the necessary documents to obtain liquidity support for commercial paper notes; VRDOs, or for any short-term financial facilities, and/or any other borrowing or financing facilities, either for capital or short-term working capital purposes.
- V. Reviewing and revising, if necessary, current and future bond documents subsequent to execution for any possible omissions, errors or changes in Federal, State and local laws that affect the original financing, including, but not limited to, tax certificates.
- W. Assisting JAXPORT in any necessary duties required of bond counsel in executing transactions relating to securities lending, interest rate swaps and hedges, interest rate caps or collars, options or futures programs or any risk management transactions which will provide JAXPORT financial benefit.

- X. Issuing any necessary certificates, notices of call, legal opinions, or other documents that may be required on or before the redemption date of outstanding debt.
- Y. Issuing necessary bond counsel opinions relating to the effects on the tax exempt status of outstanding debt if a re-optimization of the investments held in an established escrow is performed.
- Z. Advising JAXPORT as to the appropriate disposition of unspent debt proceeds and in determining that the use of such proceeds is in compliance with Federal, State, and local law as well as applicable bond resolution requirements.
- AA. Advising JAXPORT and assisting in preparing required documents for JAXPORT and other governmental authorities for joint financing and/or investment activities.
- BB. Preparing the Annual Disclosure Report and associated services for meeting annual disclosure requirements, including all material event notices, and any other disclosure requirements. (If not prepared or reviewed by disclosure counsel).
- CC. Drafting and recommending provisions and covenants of JAXPORT to be contained in the bond resolutions and other financing documents including, but not limited to, bond amounts, dates, maturities, interest rates, redemption provisions, flow of funds, debt service coverage requirements, reserve funds, rates and charges, security pledges and conditions relating to the issuance of any additional bonds. Also preparing, reviewing and/or commenting on documentation to be utilized in conjunction with, and recommending the structure and economic benefits of derivative products such as variable rate/residual rate financings, interest rate swap transactions, bond insurance, tax information regarding changes in tax laws that may affect JAXPORT, its bonds or its investors, and similar matters related to JAXPORT financings.
- DD. Assisting, if requested, in the preparation of information necessary to obtain favorable bond ratings for JAXPORT's financings and in the presentation of this information to the bond rating organizations.
- EE. Assisting in development and implementation of rating agency strategy to improve the rating of JAXPORT's debt and advise JAXPORT on its overall debt management program, including its desire to accelerate retirement of its generation debt.
- FF. If requested, performing general contracts review and/or preparation and negotiation of contracts for specific projects.
- GG. If any services, functions or responsibilities not specifically described herein are necessary for the proper performance and provision of the services, they shall be deemed to be implied by and included within the scope of services to the same extent and in the same manner as if specifically described herein.

#### **4.04 SCOPE OF SERVICES – TAX COUNSEL**

- A. Advising JAXPORT as to the legal feasibility of any financing program proposed by JAXPORT's financial advisor, underwriters or developer's representatives and advising as to compliance of the program with applicable law and pending or proposed revisions in the law, including the Internal Revenue Code and Regulations.
- B. Keeping JAXPORT informed of changes in State or Federal law relating to tax exempt financing.
- C. Advising as to procedures, required approvals and filings, schedule of events for timely issuance, potential cost-saving techniques and other legal matters relative to issuance of the bonds, whether the financing is undertaken by competitive bid or negotiated sale.

- D. Attending conferences of JAXPORT officials (telephonic or otherwise), staff members, JAXPORT's financial advisor and, if a negotiated sale is undertaken, representatives of JAXPORT's underwriters, when so requested.
- E. Attending JAXPORT meetings on an as-needed basis; and attending any meetings of JAXPORT Board of Directors or its committees and other governmental and non-governmental groups, when so requested.
- F. Preparing bond ordinances and resolutions (specifically including but not limited to, JAXPORT resolutions, City Council legislation, and any other necessary resolutions such as an inducement resolution for an issue and any amendments thereto in order to authorize and issue the bonds, notes or other obligations.
- G. Preparing any trust indenture; escrow deposit agreement; trustee, registrar or paying agent agreement; and any other agreements or similar documents necessary, related or incidental to the financing.
- H. Preparing all pleadings (e.g. complaint, notice of service, proposed answer, memorandum of law, proposed order, etc.) and conducting the validation hearing and any appeals related thereto or arising there from, only if validation is recommended by JAXPORT's legal counsel.
- I. If sale is by negotiated sale, assisting in preparation of the Preliminary Official Statement and Official Statement and reviewing the bond purchase agreement and other documentation or action necessary to conduct a sale of the bonds in that manner.
- J. Preparing, obtaining, delivering and filing all closing papers necessary in connection with the sale and issuance of the bonds, including, but not limited to, certified copies of all minutes, ordinances, resolutions and orders; certificates such as officers, seal, incumbency, signature, no prior pledge, arbitrage and others continuing disclosure agreements; notices and filings with the State Division of Bond Finance and Internal Revenue Service and verifications, consents and opinions from accountants, special consultants and attorneys.
- K. Issuing standard, comprehensive Tax Counsel opinion(s) as to the legality of the bonds, the security for their payment and the exemption of the exclusion from federal income taxation of the interest on the bonds.
- L. Performing an analysis of the tax and other legal consequences to JAXPORT associated with major potential transactions which may not involve a debt issuance but which may involve other projects. This includes but is not limited to review of existing contracts and drafts of proposed contracts as well as participation in the negotiation of contracts, and includes a review whether the proposed transactions affect or may be affected by existing debt covenants.
- M. Advising JAXPORT as to compliance with Internal Revenue Service regulations, Securities and Exchange Commission (SEC) disclosure and other relevant rules, federal anti-trust laws, and any other federal, state, and local legislation applicable in JAXPORT and assisting JAXPORT in any litigation arising therefrom.
- N. Assisting JAXPORT in obtaining and complying with necessary Internal Revenue Service private letter rulings.
- O. Preparing or reviewing necessary documents for compliance with SEC secondary market filings and disclosure rules, and NRMSIR requirements. (If not prepared or reviewed by disclosure counsel).
- P. Reviewing and revising, if necessary, current and future bond documents subsequent to execution for any possible omissions, errors or changes in Federal, State and local laws that affect the original financing, including but not limited to tax certificates.

- Q. Issuing any necessary certificates, notices of call, legal opinions, or other documents that may be required on or before the redemption date of outstanding debt.
- R. Issuing necessary Tax Counsel opinions relating to the effects on the tax exempt status of outstanding debt if a re-optimization of the investments held in an established escrow is performed.
- S. Advising JAXPORT as to the appropriate disposition of unspent debt proceeds and in determining that the use of such proceeds is in compliance with Federal, State, and local law as well as applicable bond resolution requirements.
- T. Advising JAXPORT and assisting in preparing required documents for JAXPORT and other governmental authorities for joint financing and/or investment activities.
- U. Recommending provisions and covenants of JAXPORT to be contained in the bond resolutions and other financing documents including but not limited to bond amounts, dates, maturities, interest rates, redemption provisions, flow of funds, debt service coverage requirements, reserve funds, rates and charges, security pledges and conditions relating to the issuance of any additional bonds. Also prepare, review and/or comment on documentation to be utilized in conjunction with, and recommend the structure and economic benefits of derivative products such as variable rate/residual rate financings, interest rate swap transactions, bond insurance, tax information regarding and changes in tax laws that may affect JAXPORT, its bonds or its investors, etc.
- V. If requested perform general contracts review and/or preparation and negotiation of contracts for specific projects.
- W. If any services, functions or responsibilities not specifically described herein are necessary for the proper performance and provision of the services, they shall be deemed to be implied by and included within the scope of services to the same extent and in the same manner as if specifically described herein.

#### **4.05 SCOPE OF SERVICES – DISCLOSURE COUNSEL**

- A. Advising JAXPORT as to the legal feasibility of any financing program proposed by JAXPORT's financial advisor, underwriters or developer's Representatives and advising as to compliance of the program with Applicable law pending or proposed revisions in the law, including the Internal Revenue Code and Regulations.
- B. Keeping JAXPORT informed of changes in State or Federal law relating to tax-exempt financing.
- C. Advising as to procedures, required approvals and filings, schedule of events for timely issuance, potential cost-saving techniques and other legal matters relative to issuance of the bonds, whether the financing is undertaken by competitive bid or negotiated sale.
- D. Providing general on-going advice to JAXPORT on financing matters related to both existing and new debt obligations.
- E. Attending conferences of JAXPORT officials (telephonic or otherwise), staff members, JAXPORT's financial advisor and, if a negotiated sale is undertaken, representatives of JAXPORT's underwriters, when so requested.
- F. Attending JAXPORT meetings on an as-needed basis; and attending any meetings of JAXPORT Board of Directors or its committees and other governmental and non-governmental groups, when so requested.

- G. Preparing bond ordinances and resolutions specifically including, but not limited to, JAXPORT resolutions, City Council legislation, and any other necessary resolutions such as an inducement resolution for an issue and any amendments thereto in order to authorize and issue the bonds, notes, or other obligations.
- H. Preparing any trust indenture; escrow deposit agreement; trustee, registrar or paying agent agreement; and any other agreements or similar documents necessary, related or incidental to the financing.
- I. Preparing all pleadings (e.g. complaint, notice of service, proposed answer, memorandum of law, proposed order, etc.) and conducting the validation hearing and any appeals related thereto or arising therefrom, only if validation is recommended by JAXPORT's legal counsel.
- J. If sale is by negotiated sale, assisting in preparation of the Preliminary Official Statement and Official Statement and reviewing the bond purchase agreement and other documentation or action necessary to conduct a sale of the bonds in that manner.
- K. Preparing, obtaining, delivering and filing all closing papers necessary in connection with the sale and issuance of the bonds, including, but not limited to, certified copies of all minutes, ordinances, resolutions and orders; certificates such as officers, seal, incumbency, signature, no prior pledge, arbitrage and others continuing disclosure agreements; notices and filings with the State Division of Bond Finance and Internal Revenue Service and verifications, consents and opinions from accountants, special consultants and attorneys.
- L. Issuing standard, comprehensive disclosure counsel opinions.
- M. Advising JAXPORT as to compliance with Internal Revenue Service regulations, Securities and Exchange Commission (SEC) disclosure and other relevant rules, federal anti-trust laws, and any other federal, state, and local legislation applicable to JAXPORT and assisting JAXPORT in any litigation arising therefrom.
- N. Preparing or reviewing necessary documents for compliance with SEC secondary market filings and disclosure rules, and NRMSIR requirements.
- O. Issuing any necessary certificates, notices of call, legal opinions, or other documents that may be required on or before the redemption date of outstanding debt.
- P. Advising JAXPORT as to the appropriate disposition of unspent debt proceeds and in determining that the use of such proceeds is in compliance with Federal, State, and local law as well as applicable bond resolution requirements.
- Q. Advising JAXPORT and assisting in preparing required documents for JAXPORT and other governmental authorities for joint financing and/or investment activities.
- R. Preparing the Annual Disclosure Report and associated services for meeting annual disclosure requirements, including all material events, and any other disclosure requirements.
- S. Recommending provisions and covenants of JAXPORT to be contained in the bond resolutions and other financing documents including but not limited to bond amounts, dates, maturities, interest rates, redemption provisions, flow of funds, debt service coverage requirements, reserve funds, rates and charges, security pledges and conditions relating to the issuance of any additional bonds. Also prepare, review and/or comment on documentation to be utilized in conjunction with, and recommend the structure and economic benefits of derivative products such as variable rate/residual rate financings, interest rate swap transactions, bond insurance, tax information regarding and changes in tax laws that may affect JAXPORT, its bonds or its investors, etc.

- T. Assisting, if requested, in the preparation of information necessary to obtain favorable bond rating for JAXPORT's financings and in the presentation of this information to the bond rating organizations.
- U. Assisting in development and implementation of rating agency strategy to improve the rating of JAXPORT's debt and advise JAXPORT on its overall debt management program, including its desire to accelerate retirement of its generation debt.
- V. If requested perform general contracts reviewing and/or preparing and negotiating of contracts for specific projects.
- W. If any services, functions or responsibilities not specifically described herein are necessary for the proper performance and provision of the services, they shall be deemed to be implied by and included within the scope of services to the same extent and in the same manner as if specifically described herein.

#### **4.06 PROPOSERS RESPONSIBLE FOR ADDRESSING EVALUATION CRITERIA**

- A. **Evaluation Criteria** - The Evaluation Committee shall determine qualifications, interest and availability by reviewing the written responses received, and, when deemed necessary, by conducting formal interviews of selected Proposers that are determined to be best qualified based upon the evaluation of written responses.
- B. **Cover Letter (1 page ONLY)** - The cover letter must include the following information:
  1. Legal name of Firm
  2. Primary location (Physical business address)
  3. Name of Bond Attorney(s) to perform work
  4. Authorized signature of principle Bond Attorney
  5. Telephone number, Fax number and e-mail address for Bond Attorney(s)

#### **4.07 EVALUATION CRITERIA**

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 determined to be best qualified to serve as the JAXPORT's Bond Counsel, Tax Counsel and or Disclosure Counsel, as required by this RFP.

All Proposers should be aware that the individual responses submitted for Bond Counsel, Tax Counsel and or Disclosure Counsel as advertised in this RFP will be evaluated in accordance with the criteria prescribed herein and accordingly would be advised to structure their individual responses in a manner to properly address each criterion of the evaluation criteria. The determinations shall be based upon the following criteria, and respondents are requested to provide, as a minimum, the information listed under each criterion.

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. Respondents 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 RFP as non-responsive.

The Evaluation Criteria for Bond Counsel, Tax Counsel and Disclosure Counsel is set forth below:

##### **1. Competence (20 Points Maximum Score)**

General capabilities of the Firm's competence, including technical education, training and experience in the kind of financial transactions to be undertaken, availability of adequate personnel, overall experience, achievements and facilities.

Explanation: The application of this criterion shall include an assessment of general capabilities of the firm or individuals that will be engaged in the project. Qualities and indicators that should receive consideration should generally include the various professional, technical, and educational achievements and registrations of the firm and individuals; the size, facilities, diversification, depth of personnel, and overall experience of the proposed assigned staff; and the specific experience gained on similar projects.

- (a) Describe whether the attorneys (specifically describing the key employees assigned to JAXPORT in your proposal) are members in good standing of The Florida Bar (include Bar number, and date of admission thereto), and describe whether the attorneys are members in good standing of other State bars (include bar numbers and dates of admission).
- (b) Describe whether the attorneys are identified by name in The Bond Buyer's most recent Directory of Municipal Bond Dealers in the section entitled "Municipal Bond Attorneys of the U.S." by identifying edition and page number.
- (c) Describe whether the firm intends to use the services of any other law firms or attorneys (whether as bond co-counsel, tax counsel, disclosure counsel, special counsel or otherwise, which role shall be clearly identified), and if so, then the firm must submit the above information for each and every such law firm or attorney, as applicable, with and as a part of your proposal. Each such information sheet shall identify, at the top of the front page, the role of the law firm or attorney with the title heading "Bond Counsel," "Tax Counsel," "Disclosure Counsel" or otherwise as applicable. Also, it shall include a brief statement as to the need for and benefit to JAXPORT as a result of these additional or specialized services. The firm shall not be allowed to use any other law firm or attorney, either in addition to or in substitution of, those clearly identified in the responding firm's proposal unless and until the firm shall provide in writing reasonable justification for any such addition or substitution along with all rates, charges and total maximum amount thereof, and shall have received written approval thereof by JAXPORT.

## **2. Current Workload (10 Points Maximum Score)**

Ability of the Firm to devote the necessary resources and management attention to the project.

Explanation: The application of this criterion shall include an assessment of the perceived ability of the firm to devote the necessary human resources and management attention to the project. Qualities and indicators that should receive consideration should generally include the number and size of the projects presently being performed by the firm and the assigned staff; the status of existing projects with respect to completion timetables; the status of personnel to be assigned to the project; the number and type of projects that would be concurrently undertaken by the assigned staff; the past ability of the firm to complete projects on a timely basis; and the nature of existing projects that are behind schedule or past the completion date.

### Required Information:

- (a) State how soon after the execution of the Agreement assuming an execution date of March 1, 2016 each team member can begin devoting substantial time to JAXPORT financing and disclosure needs:
  - Within 15 days
  - 15 days or more
- (b) Identify all current debt issues to which the proposed key attorneys are assigned. Also, identify all known additional debt issues the key attorneys are expected to undertake during the next twelve (12) months. Discuss potential conflicts with other clients for the key attorneys' and staff members' time and attention.

- (c) For the firm's recent and current clients, state all occasions within the three (3) year period ending September 30, 2020, where the firm has failed to complete or deliver an assignment by a specified completion date.
- (d) Discuss the status of existing projects with respect to completion timetables and state whether any projects are behind schedule.
- (e) Describe how your firm would handle the following quick turnaround situation: In order to take advantage of an unexpected change in interest rates, it is necessary to structure and market a bond issue in a very short period of time. Provide a timetable (dates) of key action items needed to complete this bond issue.
- (f) JAXPORT may have multiple bond issues in various stages simultaneously. Discuss your firm's commitment to meeting these time tables, addressing such concerns as adequate back-ups, engagements with other clients, etc.
- (g) Discuss depth of back-ups within your firm to the key employees identified.

### **3. Financial Responsibility (10 Points Maximum Score)**

Explanation: The application of this criterion shall include an assessment of the financial status of the firm and its ability to devote the necessary financial resources to the project. Qualities and indicators that should receive consideration should generally include the capitalization of the firm; the impact of any recent or foreseen mergers or acquisitions; the history of the firm, the corporate structure, and the number of years the firm has been in business; the bonding capability of the firm: the bond, credit, or industry rating as they relate to financial strength and performance; and any unique risks associated with the firm or industry that would potentially threaten its continued existence as a going concern.

#### Required Information:

- (a) Give a brief history of the firm, including the year organized, ownership, and affiliated companies and relationships.
- (b) Describe any recent (during the three years ending September 30, 2020) or planned downsizing, mergers, or acquisitions pertaining to your firm, and any departures of principal partners, investors or shareholders.
- (c) List any financing during the five year period ended September 30, 2020, for which any proposed team member, or the firm, was or is involved as Bond Counsel, Tax Counsel and/or Disclosure Counsel or otherwise, that has been the subject of an adverse determination by or a settlement agreement with the IRS, Treasury, SEC or other regulatory bodies, and describe the results therefrom. Please advise of any other significant items regarding your firm or its partners of which JAXPORT should be made aware.
- (d) Describe to what extent, if any, the firm, any of its directors, key personnel and/or designated Team Members, are now, or have been during the past five years ending September 30, 2020, under indictment, investigation, court order or engaged in litigation. If any such condition exists, or existed in the time period specified, discuss the outcome and to what extent this could impair the level of service of the firm. In addition, describe any allegations made against the firm of which JAXPORT should be made aware (e.g. suspension or other punitive action by a regulatory or governing body including, but not limited to a state bar(association)).
- (e) List and explain any situation(s) during the five years ending September 30, 2020, in which your firm has been discharged for cause as Bond Counsel, Tax Counsel, Disclosure Counsel or otherwise.



- (f) State whether or not the firm requires indemnity from its clients in the event of litigation. If so, this may result in the firm's disqualification.
- (g) The firm must state that it will fully comply with the Indemnification Language as written in this RFP and will provide proof of insurance as required by this RFP prior to each financing.
- (h) Discuss any fee-splitting arrangement(s) between the firm and any other firm, individual, or entity in which fees are shared regardless of whether such arrangement(s) is expected to involve JAXPORT-related transactions.
- (i) List the name and compensation or consideration paid by the firm during the three years ending September 30, 2020, to any consultant that was used to obtain for the firm new or increased business in the Jacksonville area (i.e. Duval and the contiguous counties of St. Johns, Clay, Nassau, and Baker). In addition, list any type and date of arrangement between the firm and the consultant.
- (j) Please provide a recent credit rating and/or credit history report for the firm.
- (k) Has the firm or any of the Partners ever declared bankruptcy or has the firm or any of the Partners caused the declaration of bankruptcy?

**4. Past Record of Experience, Qualifications and Professional Accomplishments (25 Points Maximum Score)**

Explanation: The application of this criterion shall include an assessment of the firm's specific experience, qualifications and accomplishments in performing similar financial transactions. Qualities and indicators that should receive consideration should generally include the number and types of the projects completed by the firm or its employees that are similar in nature to the scope of work being required within the solicitation; a demonstration of the firm's ability to perform a range of differing transactions; the firm's ability to realize financial transaction goals and timetables; the general level of experience in the areas of supervision and monitoring of transaction partners; the ability of the firm to bring about a successful completion of such similar financial transactions; the number and quality of references furnished in conjunction with similar transactions; and any outstanding accomplishments of the firm that relate to the specific scope of services being sought.

Required Information:

- (a) Provide the number of years that the firm has been in existence.
- (b) Provide the number of employees in the firm and identify the key employees to perform the work.
- (c) Identify and briefly explain any situation where the bond attorney or his or her firm have rendered any opinion as to the tax-exempt status of bonds and those bonds later declared or determined to be taxable or that opinion was subsequently challenged by the IRS.
- (d) Identify and briefly explain any project in which the bond attorney or his or her firm acted as developer or had an ownership interest in a project that was financed, in whole or in part, with tax-exempt financings.
- (e) Describe the extent of your firm's capability to evaluate bond structure opportunities in meeting market conditions; such as variable versus fixed, refunding opportunities, and other types of financing structures and refunding scenarios and your firm's ability to rapidly develop documentation including preparation of all closing materials.

- (f) Using the scope of services outlined in Section II, identify the key employees' experience as Bond Counsel for five (5) bond issues ending September 30, 2020. The attorneys in the firm selected must have been performing public finance Bond Counsel services for at least five (5) years through September 30, 2020.
- (g) Describe the firm's experience with special assessment programs (legislation and implementation).
- (h) Describe the firm's experience as Disclosure Counsel. Disclosure Counsel shall have been performing such services for at least five (5) years through September 30, 2020.
- (i) Describe the firm's experience as Tax Counsel. Tax Counsel shall have been performing such services for at least five (5) years through September 30, 2020.
- (j) For the five (5) years prior to September 30, 2020, provide the Name of Municipal Bond Issue, Issue Size, and Role (whether bond counsel or disclosure or tax counsel only) in Florida. **Please specify any transactions provided to a Port Authority.** Note: Separate Series issued on the same day by the same issuer count as one transaction.
- (k) Provide references from three (3) clients for which you have provided services similar to those requested in this RFP within the past three (3) years. If services were provided to JAXPORT within this period, use JAXPORT as one of the references.
- (l) Describe your firm's commitment and maximum time required to complete documentation and return documents to clients following closing of the financing; including preparation and completion of bound transcripts.
- (m) Describe the firm's professional/employee turnover (including hires and departures) during the five (5) years ended September 30, 2020.
- (n) Name any Florida local government entities that, during the last five (5) years, have terminated your firm's contract prior to its natural expiration, and state the reason for such termination.
- (o) List all Florida governmental clients the firm has represented throughout (i.e. repeat clients) the five (5) years ended September 30, 2020.
- (p) Does your firm presently act in the capacity of Disclosure Counsel or Tax Counsel? Please describe your firm's activities and provide a list of Florida clients.
- (q) Describe any experience your firm or its employees may have had with issuance of any JAXPORT bonds or similar JAXPORT projects. Past port experience is an important evaluation criterion for JAXPORT and will receive strong consideration.

**5. Proximity to the Project (10 Points Maximum Score)**

Explanation: The application of this criterion shall include an assessment of the geographic proximity to the project. Qualities and indicators that should receive consideration should generally include the location of the office from which the proposed project will be administered; the use, role and location of any correspondent or branch offices including temporary offices to be located in the City of Jacksonville; the expected response time and general availability of the firm's management to be on site; the effect that project management location will have on price and the ability of the project to be expedited on a timely basis; and the availability of special travel or communication plans which would effectively mitigate difficulties associated with location.

Required Information:

- (a) Give the location(s) of the offices from which the work is to be performed. Indicate the office in which the majority of the work will be conducted. Describe the role that any other offices will perform, if applicable.
- (b) Describe any effect the proposed counsel team location will have on project fees and response time.
- (c) Discuss the availability of special travel or communication plans that would effectively mitigate difficulties, if any, associated with location.
- (d) Describe the availability of counsel team members, including hours available during a normal working day (8AM to 5PM EST).

**6. Ability to Design and Approach a Work Plan to Meet the Project Requirements Where Applicable (10 Points Maximum Score)**

Explanation: The application of this criterion shall include an assessment of the overall quality of the proposal. Qualities and indicators that should receive consideration should generally include the firm's performance in converting the Scope of Services into a work plan; the detail and clarity of the discussion as to the respondent's approach to undertaking the project; the firm's performance in identifying any special problems or concerns which may be associated with the project and the preliminary ideas about how these obstacles should be addressed; the inclusion of any unique approaches which are designed to save time and money; and the demonstrated ability to work with government bodies and a full understanding of applicable laws or regulations that relate to the project.

Required Information:

- (a) Discuss any innovative techniques or ideas that the firm has developed or reviewed that may be cost effective in structuring a potential debt issue or other financing and describe how they can be utilized by JAXPORT.
- (b) Provide a recommendation of how your firm would coordinate the Disclosure Agreement process. Include a discussion on the Annual Disclosure Statement as well as updates needed with each financing or material events disclosures.
- (c) Discuss any forthcoming regulations or market trends that may affect entities such as JAXPORT.

ADDITIONAL INFORMATION: Firms are encouraged to submit either individual or partnership proposals. Please note the following: A firm may not submit an individual proposal and also be one of the participating firms on another Respondent's partnership list. No firm shall be included on more than one proposal as a participant in a partnering arrangement. JAXPORT will not permit overlapping participation. If JAXPORT selects a separate Disclosure or Tax Counsel, this partnering does not apply to Disclosure or Tax Counsel.

**7. Quotation of Rates, Fees or Charges and Other Detailed Cost Proposal Breakdown Information (15 Points Maximum Score)**

Explanation: The application of this criterion shall include an assessment of the level of compensation that will be required by the firm to provide the services requested. Qualities and indicators that should receive consideration should generally include the level of detail provided in how the firm's fee and charge information has been determined; the completeness of the RFP response; the proposed cost to provide the services requested as described by the Scope of Services; and detailed in the respondent's proposal; the degree of the respondent's willingness to negotiate fees; and any indications of the respondent as to special pricing considerations such as limitations on overhead cost, expressions to fix prices for a defined period of time, and willingness to work within a "cap", etc.

- (a) For Bond Counsel Services - Please specify your rates expressed as X amount per \$1000 principal amount of bonds issued assuming a \$100 million debt issuance. Please include any proposed minimum or maximum (cap) fee. It is understood and agreed that attendance at JAXPORT meetings and any JAXPORT Board of Directors meetings, and all work necessary for the issuance of the bonds, is included in this rate. Please include sub-contracting cost (if any – please specifically identify).

NOTE: Travel requests for all services will be approved by JAXPORT, prior to reimbursement and in accordance with JAXPORT’s travel policy as per attached EXHIBIT “E”.

Alternatively, JAXPORT reserves the right, depending on the complexity or lack thereof of the legal work associated with the issuance of Bonds, to adjust up or down the respondent’s quoted fees to Article 4.07 7(a) above or to use the Hourly Rate(s) indicated in Article 4.07 7(b) below, upon the written consent of both parties.

- (b) Hourly Fee(s) – please specify your hourly fee(s) for services performed for JAXPORT on miscellaneous items on an as-needed basis, along with sub-contracting costs (if any). Set forth all present applicable hourly fee(s) that you may charge during the term of the engagement for services rendered outside of a specific bond transaction, and identify the work if possible. For example, you may set forth hourly fee(s) for partners, associates, paralegals, etc. Also, you may set forth hourly fee(s) which differ based upon court preparation and court appearances, conference time, travel time, document drafting, etc.
- (c) For Disclosure Counsel Services - Please specify hourly fee(s) and state whether a minimum or maximum fee is proposed. Include a separate proposal for (i) annual disclosure reports; (ii) disclosure in Preliminary Official Statement and Official Statement per bond issue; and (iii) interim disclosures based on occurrence of a material event requiring disclosure.
- (d) For Tax Counsel Services - Please specify hourly fee(s) and state whether a minimum or a maximum fee is proposed. List any other optional fee structures based on services provided.
- (e) For all proposals, please specify your reimbursable expenses – please estimate for travel (air fare, meals, lodging, etc.), reproduction, postage, long distance telephone, air express charges, and other “out of pocket” reimbursable expenses, including any surcharge or billing charge associated therewith. Also, include any substantial costs for services to be performed on a subcontracted basis. NOTE: Travel requests for all services must be approved by JAXPORT prior to reimbursement and must be in accordance with JAXPORT’s Travel Policy as per attached Exhibit “E”.
- (f) List any deductions you will propose to your fees, if your Firm is not required to perform the entire scope of services, Tax Counsel, Disclosure Counsel or other services. List the amount of the deductions and to which services the deductions apply. For calculating the amount of deductions, by category, and in total, please assume a bond issue of \$100 million.
- (g) List any deductions you will propose to your fees, if your Firm can provide multiple services. List the amount of the deductions and to which services the deductions apply. For calculating the amount of deductions, by category, and in total, please assume a bond issue of \$100 million.

**NOTE:** All rates and costs are subject to negotiation – Proposed per bond rates, hourly fee(s) and reimbursable expense estimates set forth in a response shall not be binding upon JAXPORT. Any and all of the foregoing shall be subject to negotiation and mutual agreement (except for travel reimbursement, which is specified in JAXPORT’s Travel Policy – see EXHIBIT “E”). JAXPORT specifically reserves the right to negotiate, accept or reject any proposed per bond rates, hourly fee(s) or reimbursable expenses which are not reasonable, necessary and acceptable to JAXPORT. **Do not use “blended” hourly fee(s) for any quote.**

#### **4.08 RESTRICTIONS AND CONDITIONS**

- A. The Proposer that is selected must warrant that it has not employed or retained a company or person, other than a bona fide employee working solely in its employ, to solicit or secure a contract with JAXPORT and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely in its employ any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with JAXPORT.
- B. The Proposer will not enter into or maintain any business relationship with any person or firm involved in the municipal bond business, including performing services for JAXPORT, if such business relationship would constitute a conflict of interest or create a potential conflict of interest. The Proposer will promptly disclose to JAXPORT in writing all business relationships what might constitute a conflict of interest so that JAXPORT can make a binding determination concerning the existence or nonexistence of any conflict of interest.
- C. JAXPORT may terminate the contract for Bond Counsel, Tax Counsel and/or Disclosure Counsel, as applicable for cause with a thirty (30) day written notice to Bond Counsel, Tax Counsel and/or Disclosure Counsel, specifying the date of termination, if JAXPORT determines in its sole discretion, that Bond Counsel, Tax Counsel and/or Disclosure Counsel, is or has engaged in a business relationship or engaged in a legal conflict adverse to JAXPORT (whether litigation or business-related) or any member of the consolidated government of the City of Jacksonville.
- D. The ability to perform 100% of the services in-house.

#### **4.09 CHANGES IN SCOPE OF SERVICES**

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

#### **4.10 CHANGES IN PERSONNEL**

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

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK***

## ATTACHMENT NO. 1

### Evaluation Matrix

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

<b>Ability of Proposer:</b>		<b>Point Matrix</b>
<b>1</b>	<b>COMPETENCE</b> - General Capabilities of the Firm's Competence, including Technical Education, Training and Experience	<b>20</b>
<b>2</b>	<b>CURRENT WORKLOAD</b> - Ability of the Firm to Devote the Necessary Resources and Management Attention to the Project	<b>10</b>
<b>3</b>	<b>FINANCIAL RESPONSIBILITY</b> - Assessment of the Financial Status of the Firm and its Ability to Devote the Necessary Financial Resources to the Project	<b>10</b>
<b>4</b>	<b>PAST RECORD OF EXPERIENCE, QUALIFICATIONS AND PROFESSIONAL ACCOMPLISHMENTS</b> - Assessment of the Firms' Specific Experience, Qualifications and Accomplishments in Undertaking Similar Professional Engagements	<b>25</b>
<b>5</b>	<b>PROXIMITY TO THE PROJECT</b> - Assessment of the Geographic Proximity to the Project	<b>10</b>
<b>6</b>	<b>ABILITY TO DESIGN AND APPROACH A WORK PLAN TO MEET PROJECT REQUIREMENTS, WHERE APPLICABLE</b> - Assessment of the Firm's Performance in Converting the Scope of Services into a Work Plan; the Detail and Clarity of the Discussion as to the Respondent's Approach to Undertaking the Project	<b>10</b>
<b>7</b>	<b>QUOTATION OF RATES, FEES OR CHARGES AND OTHER DETAILED COST PROPOSAL BREAKDOWN INFORMATION</b> - Assessment of the Level of Detail Provided in How the Firm's Fee and Charge Information has been Determined; the Completeness of the RFP Response; the Proposed Cost to Provide the Services Requested as Described by the Scope of Services	<b>15</b>
<b>TOTAL POINTS:</b>		<b>100</b>

## **How to Submit Your Bid Response in E-Builder**




After reviewing the bid package invitation, use the Response Form tab to submit your bid response.

### **To submit your bid**

1. [Access](#) the bid package.
2. Click the **Response Form** tab.
3. On the **Step 1: Bid Form** tab, enter your pricing on the bid form line items.

Ensure that you provide pricing at the level of detail required by the bid manager. Some line items may be lump sum, and others may require quantities and unit prices.

- If there are areas that do not pertain to your trade, enter a zero (0) value in that line.
- The Summary box at the top of the page maintains a running total of your entries for reference.

4. Click  (Save). Ensure that your work is saved periodically.
5. *Optional:* To export the bid items to a spreadsheet that you can customize or that you can share with your team, click  (Download). After updating the spreadsheet, click  (Upload) to re-import it.
6. On the **STEP 2: Response Documents** tab, click **Attach Documents**, and upload any supporting document needed to support your bid.
7. On the **STEP 3: Additional Required Info** tab, complete any additional questions or qualification statements that have been established by the bid manager. If any addenda have been issued, you are required to acknowledge receipt of the addenda on this page before submitting your bid.
8. Review the entire Response Form and click **Submit**.
9. When prompted, enter your e-Builder portal password and click **Submit Bid**.

The date and time that you submitted your bid is stamped on your Response Form. You will also receive an email confirmation.

It is recommended that you [submit your bid quote at least 15 minutes before the due time](#) so that you can rectify any errors. If you find it necessary to correct an error “prior” to the due date/time, the instructions as to how to recall and resubmit your bid quote is listed on the next page.

### **IMPORTANT NOTE:**

The submit button in E-Builder will deactivate exactly at the appointed bid due date/time (*i.e., 2:00:00 PM EDT*) and you will not be permitted to submit your bid regardless of where you are in the process. Please plan accordingly.

### **Recall your Bid Response (only if necessary)**

If you failed to submit all documents or see an error on a page **after submitting** your bid, you can make changes to your bid before the due date/time without any interaction from the bid manager. The bid manager has no record of your bid response until you click Submit again.


To recall your bid response

1. On the **Response Form** tab, click **Recall Bid**.
2. Optionally provide a reason for your recall and then click **Yes, I am sure**.

Your previous submission information is displayed on the Response Form tab.

3. Click **Submit** to resubmit your bid prior to the bid due date/time.

### **Additional Notes**

- After the bid due date/time has passed, the Submit button will be disabled. In some circumstances, the bid manager may allow late submissions and the button will continue to be enabled.
- If the bid manager adds or changes a bid item, or publishes an addendum, your bid will be set back to a Draft status. You will receive an email notification and will be required to reconfirm your bid and resubmit.
- When you need to step away from entering the quote, click  (Save). It is recommended that you save every 15 minutes. This will ensure that your changes are saved.
- If there are areas that do not pertain to your trade, enter a zero (0) value in that line item.
- If you have your qualifications in Word® or another program, copy and paste them into the qualifications.
- It is required that you acknowledge all the addenda, even if they do not pertain to your trade.
- To submit the quote, you must complete all the fields and acknowledge the addenda items.



**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 \_\_\_\_\_

**EXHIBIT B**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
*(print name of the public entity)*
- by \_\_\_\_\_  
*(print individual's name and title)*
- for \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing

this sworn statement: \_\_\_\_\_.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

“person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

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

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Company Name

Name of Official *(Please Print)*

---

Signature of Principal

Title

Date

**EXHIBIT D**

**CERTIFICATION REGARDING LOBBYING**

**45 CFR Part 604 – New Restrictions on Lobbying**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned 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 undersigned, 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 undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose 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 a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$11,000 and not more than \$110,000 for each such failure.

Please check appropriate box:

No nonfederal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

or

Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of nonfederal funds for lobbying in connection with this application/award/contract.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title of Executing Official)

\_\_\_\_\_  
(Signature of Executing Official)

\_\_\_\_\_  
(Name of organization/applicant)

# **EXHIBIT E**

## **JAXPORT'S TRAVEL PROCEDURES AND GUIDELINES**



## PROCEDURES AND GUIDELINES

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

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**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

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### 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

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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

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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

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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

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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

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

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

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

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

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

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

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

## V. LODGING

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

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

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

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



## PROCEDURES AND GUIDELINES

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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**

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

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

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

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



## PROCEDURES AND GUIDELINES

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

### **Daily Per Diem:**

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

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

### **PHONE CALLS:**

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

### Miscellaneous Reimbursable:

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





## PROCEDURES AND GUIDELINES

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

### **VII. TRAVEL EXPENSE REPORT SUBMITTAL**

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

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

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

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

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



**PROCEDURES AND GUIDELINES**

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

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

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

**VIII. MONIES DUE TO JAXPORT**

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

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

**FORMS:**           Travel Liability Release Form

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

**EFFECTIVE DATE:**

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