

REQUEST FOR PROPOSAL

RFP No. 25-06



CONSULTANT FOR FEDERAL GOVERNMENT RELATIONS

RFP DUE DATE: MONDAY, MARCH 31, 2025 @ 2:00 PM (ET)

Terri Lemon-Scott, Contract Specialist

terri.lemon-scott@JAXPORT.com

PROCUREMENT SERVICES

2831 Talleyrand Avenue, Jacksonville, Florida 32206

JAXPORT.com/procurement/active-solicitations

REQUEST FOR PROPOSAL NO. 25-06

**CONSULTANT FOR FEDERAL GOVERNMENT RELATIONS
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 Trimble Unity Construct (E-Builder) Bidding Portal until **MONDAY, MARCH 31, 2025 @ 2:00 PM (ET)**. 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. 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.

COMMUNICATION WITH JAXPORT DURING SOLICITATION PROCESS

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any JAXPORT employee concerning any aspect of this solicitation, except in writing to the procurement director or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

REQUEST FOR PROPOSAL NO. 25-06

**CONSULTANT FOR FEDERAL GOVERNMENT RELATIONS
FOR THE
JACKSONVILLE PORT AUTHORITY**

Proposals will be received by the Jacksonville Port Authority (JAXPORT) via Trimble Unity Construct (E-Builder) Electronic Bid Submission until **2:00 PM (ET)**, on **MONDAY, MARCH 31, 2025**, at which time they will be opened publicly via ZOOM Meeting under

<https://us02web.zoom.us/j/89834021802?pwd=b6b4eW1iyMbYUWiwVTWtAaFqaQdr6u.1>

MEETING ID: 898 3402 1802 and **PASSCODE NO: 953626**

All Proposals must be submitted in accordance with the Specifications of Proposal Number **25-06**, which may be obtained from our website:

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

**Jacksonville Port Authority
Procurement Services
(904) 357-3065**

ARTICLE I
INSTRUCTIONS TO PROPOSERS
CONSULTANT FOR FEDERAL GOVERNMENT RELATIONS

1.01 GENERAL INFORMATION

The Jacksonville Port Authority (JAXPORT) is soliciting proposals from “Qualified Firms” to provide **CONSULTANT FOR FEDERAL GOVERNMENT RELATIONS**. JAXPORT is interested in engaging the services of a qualified and experienced firm for or on behalf of the Jacksonville Port Authority with regard to federal agencies, U.S. Congress and private concerns in and around Washington, D.C.

1.02 RECEIPT AND OPENING OF PROPOSALS

JAXPORT will receive Proposals until **MONDAY, MARCH 31, 2025 at 2:00 PM (ET)** from companies licensed, qualified and interested in providing **CONSULTANT FOR FEDERAL GOVERNMENT RELATIONS**, as per specifications listed on this RFP. These proposals will be publicly opened via “ZOOM” at the stated time and date listed above.

ZOOM MEETING information:

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

<https://us02web.zoom.us/j/89834021802?pwd=b6b4eW1iyMbYUWiwVTWtAaFqaQdr6u.1>

MEETING ID: 898 3402 1802

PASSCODE: 953626

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 Trimble Unity Construct (E-Builder). Proposal documents submitted through Email or Fax will not be accepted or considered. **JAXPORT no longer accepts any bid packages submitted by mail or hand delivery. Please visit the JAXPORT’s website at www.jaxport.com for more information and updates.**

The PDF file name should read **“RFP 25-06”**. “How to Submit Your Bid Response in Trimble Unity Construct (E-Builder)” is provided as **“Attachment No. 2”**. Additional instructions on how to navigate in Trimble Unity Construct (E-Builder), click the below link to access the **“Bidders Portal Instructional Training Video”**:

<https://videos.trimble.com/construction/watch/NeQt4akFyjUaS6PhYeyQKw>

Bids must be submitted prior to 2:00 PM (ET), MONDAY, MARCH 31, 2025. The submit button in Trimble Unity Construct (E-Builder) will deactivate at exactly 2:00:00 PM (ET) and you will not be permitted to submit your bid regardless of where you are in the process. Please plan accordingly.

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 Trimble Unity Construct (E-Builder) and all required documents have been uploaded. Proposers must ensure that its electronic submission in Trimble Unity Construct (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 Bid Opening (including but not limited to, encrypted files, password protected files, or incompatible files) to be blank or incomplete, as context requires, and therefore, unacceptable. Bidders will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are

required with bid. All expenses for submitting Bids to JAXPORT are to be borne by the Bidder 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 **Terri Lemon-Scott, Contract Specialist** and submitted either by email to terri-lemon-scott@jaxport.com or submittal through Trimble Unity Construct (E-Builder). Answers to questions will be released on an Addendum directed to all known prospective proposers registered in the Trimble Unity Construct (E-Builder) website and advertised on JAXPORT's website under Active Solicitations at <https://www.jaxport.com/procurement/>

The deadline for questions will be MONDAY, MARCH 17, 2025 by 4:00 PM (ET).

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) 357-3065 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 Trimble Unity Construct (E-Builder) Electronic Bid Submission per the attached Proposal Form (Article III). All blank spaces must be complete and all the item 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 shall contain **no more than twenty-five (25) pages** (excluding staff resumes, covers, required attachments and section separators). Text and figures shall be scanned/printed on 8½ by

11 paper only. Proposals should be prepared and uploaded in the order of the evaluation criteria detailed in Article IV, 4.05 of the RFP, and label each section according to the criteria.

- C. 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.
- 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. Included in the twenty-five (25) pages limitation, proposals must contain an Executive Summary of not more than three (3) pages that highlights each of the key areas of the proposal and that summarizes the Proposer's case as to why such proposal should be selected by JAXPORT. Emphasis should be on completeness and clarity of content and ease of locating responses to requested information.
- F. Any information thought to be relevant, but not applicable to the enumerated scope of services, should be uploaded as an Appendix to the Proposal. If publications "box copies" are supplied by a Proposer, the Proposal should include reference to a document number and/or page number of that Appendix material. Proposals not providing this reference will be considered to have no additional material to be considered during the evaluation process.
- G. Any significant commitment of listed personnel which could conflict with their availability for this project should be clearly shown.
- H. 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.
- I. Failure to submit all information requested may 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. Proposed Rate/Fees (10 Points Maximum Score)**
- B. Qualifications, Experience and Access of Proposer in Target Areas (30 Points Maximum Score)**
- C. Qualifications, Experience and Access of Primary Consultant (30 Points Maximum Score)**
- D. Current Workload (30 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 in Trimble Unity Construct (E-Builder) 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 bonafide 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

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 has not, within the last five (5) years, had a delinquent obligation to the State or any other governmental authority, including a claim 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 shall fully comply with the 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 and on JAXPORT's website at www.jaxport.com.

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; 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 or appointed 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 **25-06**; 3) Addendum to Proposal; 4) JAXPORT'S Request for Proposal **25-06**; 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

CONSULTANT FOR FEDERAL GOVERNMENT RELATIONS

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 “Request for Proposal for **CONSULTANT FOR FEDERAL GOVERNMENT RELATIONS** for the Jacksonville Port Authority”, **RFP 25-06** 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 fee. 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 an initial period of **one-year (1), with four (4) additional, one (1) year renewal options** made at the sole discretion of JAXPORT. JAXPORT will award this contract to one (1) Proposer, who will be the designated Prime Proposer and who will be the single point of contact and will be fully responsible for providing **CONSULTANT FOR FEDERAL GOVERNMENT RELATIONS** to JAXPORT.

2.04 AWARD OF CONTRACT

This is an evaluated contract and JAXPORT intends to award a contract to one (1) Proposer receiving the *highest* number of points by 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 4.05**. 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), a supplier may submit in writing a request for price escalation/de-escalation based on the average of the previous 12 months percentage of change as listed in the Purchase Price Index related to the industry represented or Consumer Price Index (whichever is appropriate as determine by JAXPORT). JAXPORT reserves the right to decline any price increase request or limit the percentage rate.

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. **25-06**. A copy will be emailed to:

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 terms, 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, at JAXPORT, 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

Prior to commencing Work, Contractor shall furnish Owner, at its sole expense during the life of the contract, with Certificates of Insurance (COI), and copies of required Endorsements and Forms, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements as set forth below.

Additional Insured Endorsement must be submitted with COI document.

Owner shall be included as an additional insured under the Commercial General Liability policy for on-going and completed operations.

Primary & Non-Contributory Endorsement must be submitted with COI document.
Contractors CGL coverage must be Primary and Non-Contributory.

Waiver of Subrogation is required for Workers Compensation, CGL, and Auto Liability.
Waiver of Subrogation Form must be submitted with COI document.

1. WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

Part One – There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act, or any other coverage required by the contract documents, which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two – The minimum amount of coverage required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

- \$100,000 (Each Accident)
- \$500,000 (Disease-Policy Limit)
- \$100,000 (Disease-Each Employee)

2. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Policy with the following minimum limits:

General Aggregate	\$2,000,000
Products Completed & On-going Operations Aggregate	\$1,000,000
Personal and Advertising Injury, Each Occurrence	\$1,000,000
Bodily injury and Property Damage (each occurrence)	\$1,000,000

3. BUSINESS AUTO POLICY

Limit no less than \$1,000,000 per accident for bodily injury and property damage.

Covering any auto (code 1)

If contractor has no owned autos, hired (Code 8)

Non-owned autos (Code 9)

Failure of Contractor to maintain the required insurance shall constitute a default under this Agreement and, at Owner's option, shall allow Owner to terminate this Agreement.

4. UMBRELLA LIABILITY

\$1,000,000 per Occurrence; \$2,000,000 Aggregate

Minimum underlying coverages shall include Commercial General Liability, Automobile liability and Contractors Pollution Liability.

5. PROFESSIONAL LIABILITY

The Proposer's / Consultant's insurance shall be on a form acceptable to JPA, and shall cover the Proposer / Consultant for those sources of liability arising out of the rendering or failure to render professional services in the performance of this Agreement, including any hold harmless and/or indemnification agreement.

The minimum limits to be maintained by the Proposer / shall be \$1,000,000 per occurrence or claim, and \$1,000,000 in the aggregate. The Proposer / Consultant shall provide and maintain such professional liability insurance from the inception of its services, and until at least three (3) years after completion of all services required under this Agreement. Prior to commencement of services, the Proposer / Consultant shall provide to JPA a certificate or certificates of insurance, signed by an authorized representative of the insurer(s) evidencing the insurance coverage specified in the foregoing Articles and Sections. The required certificates shall not only name the types of policies provided, but shall also refer specifically to this Agreement and Article, and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is provided as required by such paragraphs of this Agreement.

Cross-Liability Coverage: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Sub-Contractor's Insurance: Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified in this agreement. When requested by Owner, Contractor shall furnish to Owner copies of certificates of insurance evidencing coverage for each subcontractor.

Failure of Contractor to maintain the required insurance shall constitute a default under this Agreement and, at Owner's option, shall allow Owner to terminate this Agreement.

Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Owner to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

No Representation of Coverage Adequacy: By requiring the insurance as set out in this Agreement, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to Owner in this Subcontract.

If the Contractor/Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor/consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

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 thirty (30) 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.

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**ARTICLE III
PROPOSAL FORM
CONSULTANT FOR FEDERAL GOVERNMENT RELATIONS**

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. Proposal Form (*Article III, Page A3-1 to A3-3*)
2. Qualifications and Experience of the Proposer in Target Areas
3. Qualifications and Experience of Primary Consultant
4. Current Work Load
5. References from three (3) current clients
6. Evidence that the Firm is Licensed to do Business in the State of Florida
7. Acknowledgement of Addenda (*if any*)
8. Conflict of Interest Certificate (Exhibit "A")
9. Sworn Statement of Public Entity Crimes (Exhibit "B")
10. E-Verify Compliance Form (Exhibit "C")
11. Certification Regarding Lobbying (Exhibit "D")

PROPOSED MONTHLY RETAINER

Compensation will be paid in accordance with the proposed fixed monthly fees stated on this Proposal Form. These fees shall include all taxes, benefits, travel, and all other related cost to provide these services. **Any modifications, exceptions, or objections contained within the proposal form shall be grounds for disqualification of proposal.**

Proposed Fixed Monthly Fee: \$ _____ X 12 = \$ _____ /per year

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.

PROPOSER'S ATTESTATION

Initials: _____ Date: _____ I hereby attest, as the Bidder's authorized agent, that Firm is not owned, an affiliate of, or substantially controlled or influenced by the government of a foreign country of concern as defined below.

Under Florida Statutes, JAXPORT, like all state agencies and local government entities, is prohibited from entering into any contract or agreement with a foreign country of concern, which has been defined as "the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern."

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 25-06
CONSULTANT FOR FEDERAL GOVERNMENT RELATIONS**

NO PROPOSAL FORM

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

**Jacksonville Port Authority
Procurement Services
FAX: (904) 357-3077**

OR

terri.lemon-scott@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

CONSULTANT FOR FEDERAL GOVERNMENT RELATIONS

4.01 GENERAL OVERVIEW

The Jacksonville Port Authority (JAXPORT) is a full-service international trade seaport located in the Southeastern United States and is the global gateway to the State of Florida, the third most populous state in the nation.

JAXPORT owns, maintains and markets three cargo terminals, two intermodal rail terminals and one passenger cruise terminal along the St. Johns River.

JAXPORT and its maritime partners handle a variety of cargoes, including:

- containerized freight
- automobiles, recreational boats and construction equipment (roll-on roll-off or Ro/Ro)
- breakbulk commodities
- dry and liquid bulks and
- over-sized and specialty cargoes.

JAXPORT's three marine terminals handled more than 10 million tons of cargo in 2024, including 1.3 million TEUs (containers) – making Jacksonville the largest container handling port in Florida – and 500,000+ vehicles, ensuring JAXPORT's ranking as one of the top vehicle ports in the U.S.

JAXPORT features 22 container cranes, warehousing, Foreign Trade Zone status and intermodal connections enhanced through its two container rail yards. 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).

Cargo activity through the Port of Jacksonville generates 206,000+ jobs in Florida and supports \$33 billion in annual economic output for the region and state.

JAXPORT's Vision

JAXPORT will be a global leader in diversified trade and supply chain solutions, focused on efficiency and fiscal integrity.

JAXPORT's Mission

Creating jobs and opportunity by offering the most competitive environment for the movement of cargo and people in a safe and secure workplace.

4.02 MINIMUM QUALIFICATIONS

- Lobbying experience in some or all of the following target areas, but not limited to:
 1. Seaport Appropriations
 2. Economic Development Appropriations
 3. Harbor Maintenance Fees
 4. Harbor Deepening and Maintenance
 5. Transportation Appropriations
 6. International Trade Legislation
 7. Environmental Issues

8. Ocean Shipping Reform Act
9. Department of Environmental Protection Regulations Concerning Seaports
10. Access to Key Leadership
11. Defense Appropriations
12. Seaport Security Issues
13. Ability to secure funding at the federal level
14. Working relationship with the Florida Ports Council (FPC)
15. Navigating and Securing Grants
16. Jones Act

- Demonstrated Federal Government Relations Consultant knowledge and experience necessary to deal with the complicated procedures inherent in the functioning of the federal government, and to represent JAXPORT and its interests effectively in resolving problems encountered by JAXPORT in dealing with the Federal Government.
- Proposer must provide a disclosure of any current contracts with other public entities, local governments, and seaports.
- Consultant may not currently have contracts with clients that are a direct conflict of interest with JAXPORT's interest.
- Consultants must have a sustained presence in the Washington, D.C. Metropolitan area
- Consultants must be currently registered with the Federal Government and the U.S. Congress as lobbyists.

4.03 SCOPE OF SERVICES

JAXPORT is interested in engaging the services of a qualified and experienced firm for or on behalf of the Jacksonville Port Authority with regard to federal government agencies, U.S. Congress and private concerns in and around Washington, D.C.

The areas of service will include---but are not limited to---representing JAXPORT and its interests effectively in the areas such as: Seaport Appropriations, Economic Development Appropriations, Harbor Maintenance Fees, Harbor Deepening and Maintenance, Transportation Appropriations, Defense Appropriations, Access to Key Leadership, Environmental Issues and support of JAXPORT's Strategic Master Plan and its associated projects.

It is anticipated that respondents to this Request for Proposals (RFP) may consist of a team comprised of a Prime Proposer with one or more sub Proposers to supplement the Prime Proposer's resources within specific areas of expertise. The Prime Proposer must identify their available resources anticipated for use on the Project based on the types of work to be assigned by JAXPORT. The Prime Proposer must also identify the sub Proposer resources that are anticipated for use on this contract. It is contemplated the services required by JAXPORT can be performed on an unscheduled and less than full time basis.

JAXPORT will request scope of services on an as-needed basis. There is no guarantee that any or all of the services described in this RFP will be assigned during the term of the agreement. JAXPORT will award this contract to one or more Proposer(s) who will act as the Prime Consultant(s) and who will serve as the single point of contact, fully responsible for the scope of services required for this contract. The Proposer may include other agencies or subcontractors on its team, with proper approval by JAXPORT. Further, the Proposer will provide these services on a non-exclusive basis. JAXPORT, at its option, may elect to have any of the services set forth herein performed by other Proposers or by JAXPORT's staff. In addition, JAXPORT may elect to expand, reduce, or delete the extent of each work element described in this scope of services document, as necessary.

Irrespective of whether the Proposer uses direct services or those of a subcontractor, it is understood that JAXPORT only has a contract with the Proposer as a single firm. All subcontractors should be aware of this, and unless specifically agreed to by all parties will report directly to the Proposer. As a result, JAXPORT will have one point of

contact with the Proposer. Proposers should demonstrate local and regional knowledge and experience with various target markets. Experience with a Port Authority and/or maritime industry is preferred.

The following is a description of the general scope of work. It is recognized that major tasks will require a more detailed description of the scope of work for that task or project.

1. Consultants will be experienced in appropriations (in both transportation and authorization) and must be able to advise JAXPORT how to successfully navigate the new appropriations process.
2. Consultants will be familiar with projects and activities of various federal agencies and advise JAXPORT of possible programs or activities for which JAXPORT may make application.
3. Consultants will be familiar with the projects and activities of JAXPORT and advise JAXPORT of pending legislation or regulations that might materially impact those projects and activities.
4. Consultants will represent JAXPORT, if and when requested, in hearings before various legislative and executive bodies, and in contacts with individuals involved in legislative or executive process.
5. Consultants will assist in securing prompt approval of grant applications filed with federal agencies.
6. Consultants will actively assist in seeking and developing funds for JAXPORT projects.
7. Consultants will assist in securing permits and approvals that might be required from time to time from federal government or any of its agencies.
8. Consultants will assist JAXPORT in developing an annual federal legislative agenda to be adopted by JAXPORT senior management.
9. Consultants will perform services under the direction of the JAXPORT Chief Executive Officer.
10. Consultants will perform services not specifically enumerated but similar in nature as the need might arise, at the direction of the JAXPORT Chief Executive Officer.
11. Consultants will timely file any required lobbyist disclosure reports.
12. Consultants will be available, telephonically or virtually, on an as-needed basis for discussion with JAXPORT personnel or Board.

4.04 PROPOSER'S RESPONSIBILITY FOR ADDRESSING EVALUATION CRITERIA

Proposers should be aware that the proposal will be evaluated in accordance with the criteria prescribed herein and accordingly would be advised to structure their proposal in a manner to properly address each factor of the Evaluation Criteria and include all additional information or attachments properly identified as to its relationship to any items.

- 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 the Proposer
 2. Primary location (Physical business address)
 3. Telephone number, Fax number and e-mail address
 4. Name of contact person
 5. Authorized signature of firm's agent

C. Biography of the Firm and/or Consultant(s) – Proposals must contain a biography of the firm and/or consultant(s) expected to perform services for JAXPORT in sufficient detail to allow a reasonable evaluation of the relative capability of respondents to serve the particular needs of JAXPORT in each of the targeted areas listed on ARTICLE 4.02 Minimum Qualifications, in particular with an emphasis on appropriations for public agencies. Proposals must identify the Primary Consultant to be assigned to the JAXPORT contract.

4.05 EVALUATION CRITERIA

A. Proposed Rate/Fees - (10 Points Maximum Score)

Provide monthly retainer fee for consulting services. The final fee will be a matter of negotiation, but the fee quoted in the Proposal will be considered in evaluation and ranking of the Proposal.

B. Qualifications, Experience and Access of the Proposer in Target Areas required by JAXPORT - (30 Points Maximum Score)

Include all technical education, training and experience of the Proposer. Qualities and indicators that will generally receive consideration include the quality, quantity and continuity of experience of the Proposer with the coverage of service being proposed or with similar services. Special emphasis should be given to strategic and tactical consulting services provided for the maritime industries with emphasis on federal government relation efforts.

Please be sure to address the items listed below.

1. Describe how your firm has developed and implemented consulting services for federal government relations plan for a client (or clients) you consider to be similar to JAXPORT. What were the primary objectives? How did you determine whether the objectives were met?
2. Describe your firm's experience (to date) with JAXPORT. Have you previously or are you currently working with any companies within our industry? What type of services have you performed within our industry? Additionally, provide three (3) client references, within the last three (3) years, include contact person name, title, e-mail address telephone number, and a brief description of services performed.
3. Describe your firm's experience with federal government relations with port authorities or other government entities or major businesses interest with a focus on passing legislation.
4. Describe your firm's experience and capabilities in accessing senior government officials.

Describe how local, state and federal government consultants can work together to enhance funding opportunities for JAXPORT.

C. Qualifications, Experience and Access of Primary Consultant - (30 Points Maximum Score)

Include experience of the Primary Consultant to be assigned to JAXPORT, with preference to experience in the target areas required by JAXPORT.

Please be sure to address the items listed below.

1. Describe the primary consultant's experience and qualifications to be assigned to JAXPORT.
2. Describe the primary consultant's experience and capabilities in accessing senior government officials.

Describe the primary consultant's performance of services within our industry, based on other similar projects performed for port authorities or other government entities.

D. Current Work Load - (30 Points Maximum Score)

Ability of the Consultant to devote sufficient time to JAXPORT's interests, as evidence by the number of contracts the Consultant has with other public entities, local governments, airports, and/or seaports. Provide listing of current contracts with other public entities, local governments, airports and seaports.

1. The application of this criterion will include an assessment of the indicated ability of the Proposer to devote the necessary resources and management attention to the coverage or service to be provided based on current workloads.
2. Qualities and indicators that will generally receive consideration include the demonstrated ability of the Proposer to provide similar services on a timely basis as evidenced by appropriate references; the number of assigned staff to the proposed program and the ability of the Proposer to assign additional or other staff if necessary or appropriate.

Failure to provide complete and accurate information will result in lower score on evaluation.

Failure to list amounts of all fees may result in rejection of proposal as non-responsive.

4.06 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.

4.07 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 the JAXPORT contract. JAXPORT will have the right to reject any individual assigned to perform work under this contract, or to request the Consultant to change the primary consultant to be assigned to JAXPORT contract.

**REQUEST FOR PROPOSAL NO. 25-06
CONSULTANT FOR FEDERAL GOVERNMENT RELATIONS
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.

	ABILITY OF PROPOSER	POINT MATRIX
A.	Proposed Rate/Fees	10
B.	Qualifications, Experience and Access of Proposer in Target Area	30
C.	Qualifications, Experience and Access of Primary Consultant	30
D.	Current Workload	30
TOTAL POINTS:		100

How to Submit Your Bid Response in Trimble Unity Construct (e-Builder)

Access the Bid Package

To access the bid package, ensure that you [registered with Trimble Unity Construct \(e-Builder\)](#). After registering, you will have a username and password that will allow you to login to the bidder portal and access the bid package.

If you do not see the bid package you are expecting, enter the invitation key from the bid invitation email into the field at the top of the page. The invitation key is case sensitive and specific to your email address (DO NOT SHARE).

To access the bid package

1. Click the link in the bid request email.
 - The Trimble Unity Construct Bid Portal login page is displayed.
2. Enter your username and password.
3. Click the name of the bid package you want to access.
 - The bid package details page is displayed.



To accept / decline the invitation to bid

1. Access the bid package to display the Invitation tab.
2. Click **Accept** or **Decline** the Invitation to update the **Bidding** field to either Will Bid or Will Not Bid.

Review Package Invitation

The Bid Package view contains key package information at the top of the screen.

- **Title:** Displays project/package name.
- **Status:** Displays Open or Closed and whether you have accepted, declined or have not response yet.
- **Timeframe:** Displays how much time is left before the bid due date / time.
- **Summary:** Displays the current financial total of your bid response.
- **Bid Info:** Displays Bid package description, contact person, pre-bid meeting details and bid instructions.
- **Invitation Documents:** Drawings, specifications and other documents for the bid are published on this tab.
- **Addenda:** If addenda are published, you will be required to acknowledge your receipt of every addendum with a check mark on the Additional Information tab. **If addenda are published after you have submitted a bid response, your bid will be set back to Draft status and you will need to resubmit your response.**


To download a file or folder, click  beside the file name. To download all the files and sub-folders in a folder, click  beside the folder name. A folder containing multiple sub-folders or files will be automatically downloaded as a .zip file. A confirmation message will be displayed if the download is successful.



Submit Your Bid Response

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. 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) and ensure that your work is saved periodically.

(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.

5. On the **STEP 2: Response Documents** tab, click **Attach Documents**, and upload any supporting document needed to support your bid. Any Bid Submission custom fields that have been setup for your account will also be displayed here. All uploaded documents will be displayed in a table at the bottom of the tab for you to review.
6. On the **STEP 3: Additional Required Info** tab, complete any additional questions or qualification statements that have been established by the bid manager. When available, the custom fields set up for your account will be displayed on this tab. If any addenda have been issued, you are required to acknowledge receipt of the addenda on this page before submitting your bid.
7. Review the entire Response Form and click **Submit**.
8. When prompted, enter your Trimble Unity Construct 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.

Additional Notes

- *After the bid due date/time has passed, the Submit button will be disabled. It is critical that you complete the entire process prior to the cut-off time. The system will not permit you to submit your proposal or bid after the deadline regardless of where you are in the process. As stated, the Submit button is systematically disabled promptly at the deadline and JAXPORT is unable to see anything you have uploaded prior to the bid due date/time. No late submissions will be permitted or accepted. Please plan accordingly.*
- 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.

- It is recommended that you submit your quote at least 60 minutes before the due time so that you can rectify any errors. To submit the proposal, you must complete all the fields and acknowledge the addenda items.
- **Failure to submit all information requested documents will result in a proposal or bid being considered “non-responsive,” and therefore will be rejected.**

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.

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.

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)

JAXPORT'S TRAVEL PROCEDURES AND GUIDELINES



PROCEDURES AND GUIDELINES

PROCEDURE: SOP 1236

TITLE: Travel

RESPONSIBILITY: Director of Finance

REVISION DATE: August 20, 2024

REVIEW DATE: August 20, 2024

PROCEDURAL CONTENT:

- | | |
|-----------------------|------------------------------------|
| 1. Corporate Card | 5. Reimbursable Expenses |
| 2. Request for Travel | 6. Travel Expense Report Submittal |
| 3. Means of Travel | 7. Monies due to JAXPORT |
| 4. Lodging | 8. 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 definition of travel expenses, port promotions, and requirements for documentation.

DEFINITIONS:

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:

CORPORATE CARD

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.



PROCEDURES AND GUIDELINES

- 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 (JAXPORT's web-based travel application) 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.
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 online in the Apps and Forms tab listed under PROCUREMENT 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



PROCEDURES AND GUIDELINES

to resolve any outstanding issues. Notify JAXPORT Manager of Treasury & Compensation of the dispute.

5. **Lost/Stolen card:** Immediately notify Manager of Treasury & Compensation if the card is lost or stolen.

REQUEST FOR TRAVEL

All travel approval, prepaid expenses and expense reports will be handled through a web-based travel application (Concur). 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.

Travel Expense Reports are to be labeled as followed: Dates, Including Year, City, State (e.g. 12/15-19/2024 New York, NY). The expense report is to be created once the Travel Request has been approved. Flights, all pre-paid deposits for Car Rentals and Hotels are to be linked to the Expense Report immediately upon confirmation.

Personal Travel Profiles: All travelers are responsible for ensuring that pertinent details and preferences are accurately reflected in their Concur Travel Profile in JAXPORT's web-based travel application. This will include such items as phone numbers, emergency contact information, travel preferences, frequent-travel programs, TSA and Passport information, medical restrictions, special meal requirements and seat preferences.

Chief Executive Officer's Travel: The Chair, as approving authority, annually provides advanced travel authorization for all Chief Executive Officer travel that is estimated to be no more than \$2,500.00 per trip, and delegates to the Chief Administration & Corporate Performance Officer, or Chief of Staff, approval of travel expense reports, including any receipts/requests for reimbursement, as long as the trip expenses were no more than \$2,500.00.

If the Chief Executive Officer travel is estimated to be more than \$2,500.00, the Chair or Vice-Chair shall provide prior written travel approval, and may delegate to the Chief Administration & Corporate Performance Officer, or Chief of Staff, approval for the final expense reimbursement in an amount not to exceed the prior written approval.

Any expense reimbursement in excess of the pre-approved amount will be approved by the Board Chair.



PROCEDURES AND GUIDELINES

The Audit Committee shall be briefed on a quarterly basis of the Chief Executive Officer's travel expenses and remaining budget. The Chief Executive Officer's Senior Executive Assistant will be responsible for securing approval, from the Chairman through the board liaison for trips exceeding \$2500 and the CFO or CAO for trips not exceeding \$2500, prior to travel, 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.

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, Sr. Executive Assistant /Board & Travel Liaison 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.



PROCEDURES AND GUIDELINES

- 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. The **Travel Waiver and Liability Release Form** can be found on JAXPORT's Intranet under the Apps and Forms tab under the TRAVEL tab titled – **Travel Waiver and Liability Release Form**).
- 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 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 clearly identify any portion of the personal travel taken in conjunction with official travel on the submitted expense report. The traveler is responsible for paying for all expenses or prorated portion thereof for any expenses associated with the personal travel. 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.

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. However, fees charged by airlines for seat upgrades to economy comfort (i.e. seating directly in front of "economy" seating) is allowable for travel in excess of 3 hours (for one leg) and will be reimbursed with appropriate receipts and documentation. When booking certain legs of economy comfort, the employee will first need to book their entire flight as coach fare through Concur, and then after the flight is booked, go to the airline carrier's website, or call the airline carrier directly to upgrade the legs that will be in excess of 3 hours. The Employee may use their VISA travel card to pay for the upgrade.

Web-based travel application: Travelers are expected to book all air travel through JAXPORT's web-based application. Should delays or cancellations occur, the traveler can seek assistance for rebooking from the travel agent available through this service. Exceptions may be approved by the Chief of Staff or the Chief Financial Officer.

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

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



PROCEDURES AND GUIDELINES

1. The Chief Executive Officer and no more than one (1) Chief, one (1) Director / Sr. Director on the same aircraft.
2. No more than two (2) Chiefs or (2) Directors / Sr. Directors may fly on the same aircraft.
3. A Chief/ 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 for one bag with appropriate receipts and documentation.

Non-Refundable Tickets: Unused tickets credits may be applied towards future flights. These credits are subject to individual airline requirements.

Travel via Vehicle:

Automobile Rental: Travelers should consider renting a car for their destination under specific circumstances where it proves to be more advantageous than other modes of transportation. Renting a car is particularly recommended when:

Cost-Effectiveness: Driving is more economical than purchasing airline tickets. This includes situations where the cost of airfare, combined with additional transportation costs such as taxis or rideshares at the destination, outweighs the expense of renting and fueling a car.

Travel Time: The total travel time by car is comparable to or shorter than the time required for air travel, factoring in the time spent at the airport, security checks, and possible layovers.



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Transportation of Large or Bulky Items: Renting a car is practical when there is a need to transport large, bulky, or numerous items that would be difficult or expensive to carry on an airplane.

In these scenarios, renting a car offers a flexible, cost-effective, and efficient mode of transportation that may better meet the needs of the traveler.

When driving, travel should not exceed 400 miles one-way, unless approved by the Chief Executive Officer.

The Traveler/Subject Matter Expert (SME) is responsible for booking the most economical and practical size car available. The Traveler shall complete a Travel Comparison Worksheet available on the Apps/Forms tab on JAXPORT's intranet to determine the most cost-effective means of travel. Reimbursement will be based on the amount of the most cost-effective means of travel regardless of the travel conveyance used.

Ride Share: Basic Ride Share transportation costs are reimbursable.

JAXPORT's preferred Car Rental carrier is AVIS BUDGET GROUP.

The traveler should at all times carry a copy of the City and State Tax Exemption Certificate and a copy of JAXPORT's Self-Insured Memorandum and Certificate of Self-Insurance Coverage and make a reasonable effort to inform the provider of the City and State exemption from such taxes when picking up a rental car, and also inform the provider of JAXPORT's self-insurance coverage. 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 – within the United States: For vehicles rented within the United States, all forms of optional insurance shall be declined. Please keep a copy of the Self-Insured Memorandum and Certificate of Self-Insurance Coverage with you when traveling to present to the rental car provider. These forms can be found on JAXPORT's Intranet under the Apps and Forms tab under the TRAVEL tab titled JAXPORT's Self-Insured Memorandum & Certificate of Self-Insurance.

Rental Car Insurance – International: Travelers should accept ALL insurance coverage when renting cars in a foreign country. Car rental insurance coverage purchased in a foreign country is reimbursable.

Rental Car Accidents: Should a rental car accident occur, travelers should immediately contact - The rental car company; JAXPORT's Risk Manager, James Conoly 904 524-0458 (mobile) 904 357 3083 (work).



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Fleet Vehicle: Use of a JAXPORT fleet vehicle is a preferred method of travel within our ten-county radius. Please reference SOP 1109, Motor Vehicle Program. The ten-county area is comprised of Duval, Clay, Flagler, St. Johns, Nassau, Baker, Alachua, Putnam, Columbia, and Bradford.

POV (Personally Owned Vehicle): Use of a personally owned vehicle is allowed, if it is the most cost-effective means of travel and is approved by the Traveler's manager. The Traveler shall complete a Travel Comparison Worksheet available on the Apps/Forms tab on JAXPORT's Intranet to determine the most cost-effective means of travel. Reimbursement will be based on the amount of the most cost-effective means of travel regardless of the travel conveyance used. When traveling in a personally owned vehicle, the responsibility for any repairs needed falls solely on the vehicle owner.

Tolls: Traveler's using Fleet vehicles will request the use of the SUNPASS transponder from the department's Travel Subject Matter Expert (SME) or HR. Use of the SUNPASS transponder will cause any Florida tolls to be automatically charged to JAXPORT's transponder account. Any such toll activity that did not include use of the SUNPASS transponder will be expensed on the Traveler's expense report.

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 economically 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 and 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.

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.



PROCEDURES AND GUIDELINES

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: With Management approval, 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 costs associated with each alternative (see Travel Comparison Worksheet in Forms and Apps on JAXPORT intranet) including:

- 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.

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, St. John's County, Nassau or Flagler counties. Please reference SOP 1109, Motor Vehicle



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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	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
Security Operations Center (SOC)	11	22
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 twenty dollars (\$20) is paid, when travel *begins before* 6:00 a.m. and *extends beyond* 8:00 a.m. A double Per Diem of twenty (\$40) 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.
- 2) **Lunch:** A Per Diem of twenty-five dollars (\$25) is paid, when travel *begins before* 12:00 noon and *extends beyond* 2:00 p.m. A double Per Diem of fifty (\$50) 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 thirty-five (\$35) 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.



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A double Per Diem of seventy (\$70) 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 unless the traveler participated in a conflicting business engagement. Such conflict should be referenced in the comments section of the expense report.

Daily Per Diem: A daily per diem rate of \$80 domestically, or \$160 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 in the Concur Travel Expense Report created after completing travel. After inputting the itinerary, the next screen will be titled "Expenses & Adjustments." This is where you would detail any meals that were provided for you. No additional reimbursement will be paid for meals provided during conferences/seminars/business meetings unless Traveler documents a conflicting business reason that prevented attendance at the provided meal.

PHONE CALLS

Business Calls: Any travel related business calls are approved on JAXPORT issued phones. The Traveler is to notify Kathy Bell 904-357-3054) of intended international travel so that international calling privileges are made available. No expenses for personal calls will be reimbursed.

Miscellaneous Reimbursable:

- 1) Ferry fares, bridge, road and tunnel tolls.
- 2) All parking fees are reimbursable when incurred for business purposes. For air travel of trips of four days or more, reimbursement will be based on long term parking rates.
- 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.
- 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.



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- Taxi fare/Rideshare to include tips (not to exceed 10% of fare – receipt required).
 - Transportation of baggage not exceeding \$1 per bag per transfer, limited to no more than \$2 per transfers.
 - Valet parking tips (not to exceed 10% of fee).
 - 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, seat upgrades to economy comfort and other similar expenses that are usual and customary will be reimbursed with appropriate receipts and documentation. Baggage fee reimbursement is limited to one (1) bag.
- 10) For additional miscellaneous reimbursements not covered directly in this policy, please reference, SOP 1232, SOP 1110 and SOP 1242.

TRAVEL EXPENSE REPORT SUBMITTAL

Approval: *A Travel Expense Report must be completed online no later than 45 days after the completion of travel.* Any expense reports submitted with incomplete information or incomplete documentation will be returned to the traveler for revisions. Failure to complete your expense reports within 45 days will result in delay of future travel for port business, denied access to your corporate credit card privileges and/or disciplinary action up to and including termination.

Documentation/Receipts: The traveler must retain the passenger receipts 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, destination, departure and return time, and business purpose). All Receipts, Registration Confirmations, Conference Agendas or other items must be attached to your expense report in Concur as a PDF. A signed and notarized affidavit is required when no receipt or no itemized receipt is available.

Trip Report: A trip report should be submitted in Concur even in cases where a traveler did not attend a scheduled 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:

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| • Approved Advance Request Form | • Notarized Affidavit Form | • Taxi Receipts |
| • Paid Lodging Bill with a zero balance | • Boarding Pass/Stubs-when available from the carrier * | • Written explanation for not meeting 45-day Travel Expense Report rule |
| • Foreign Cash Exchange Receipts | • Port Promotion Receipts | • Toll Receipts |
| • Receipts for foreign taxes | • Rental Car Receipts | |
| • Trip Report | • Storage Receipts | |
| • Conference Agenda | • Gasoline Receipts | |



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*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. When traveling abroad, always opt to leave your receipt in the local currency while making purchases to ensure we get the best exchange rate and avoid unnecessary fees. When you return from your trip and prepare your expense report in Concur, the charges will automatically convert to American dollars.

MONIES DUE TO JAXPORT

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

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

FORMS

- Travel Waiver and Liability Release Form
- Travel Comparison Worksheet

ADDITIONAL SOP REFERENCES: SOP 1109 MOTOR VEHICLE PROGRAM

SOP 1232 PETTY CASH

SOP 1242 PORT PROMOTION

SOP 1110 RECRUITING AND RELOCATION

EFFECTIVE DATE:

SOP1236 – 12/18/2019; 1/11/2023; 2/8/2023; 7/24/2023; 10/13/2023, 8/20/2024