

**THE PORT OF FERNANDINA
REQUEST FOR PROPOSALS
PROFESSIONAL ENGINEERING SERVICES CONTINUING CONTRACT**

INTRODUCTION

The Port of Fernandina Beach (“Port”) seeks the acquisition of Professional Engineering Services through a continuing contract. The selected firm(s) will enter into a continuing contract to provide as-needed engineering and related services. The Port is seeking Professional Engineering Services firms to include any or all of the following services:

- Civil/Site Engineering
- Surveying/Mapping Services
- Environmental/Geotechnical/Testing Services
- Structural Engineering
- Coastal Engineering
- MEP Engineering
- Traffic Studies/Engineering
- Small Scale Architectural
- Large Scale Architectural
- Landscape Architectural
- Facilities Assessments
- Inspections and Assessments
- Port and Storage Facilities
- Logistics
- Distribution

Information regarding the Port’s organization, staff, and services can be found on the Port’s website at <https://www.portoffernandina.org/>.

The Port will receive sealed submittals at the location stated below not later than **2:00PM(EST), April 28, 2025**.

Letters of qualifications and supporting documentation (total not to exceed twelve pages [double-sided, 8.5” x 11”]) must be delivered to the Port in a sealed package, and should be clearly marked on the outside, and addressed to:

The Port of Fernandina Beach
Attn: Rossana Hebron
516 S 10th St., Suite 103
Fernandina Beach, FL 32034

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Submitter to have its submittal delivered to The Port of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Submitter.

Hand-delivered submittals should be provided at the above address.

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SCOPE

A “continuing contract” is a contract for professional services entered into between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts will not be required to bid against one another.

After receiving qualifications from interested professionals, the Port will evaluate professional services, including capabilities, adequacy of personnel, past record, experience, and other factors determined by the Port to be applicable to its particular requirements.

After the Port has evaluated the professional services and firms, the Port will enter into a three-year non-exclusive professional services agreement with qualified firm(s) for the Professional Services outlined above.

EVALUATION

Submittals will be evaluated by the Port Engineer. All qualified submissions will be rated as follows:

Capabilities/Personnel	40%
Past Performance/References	30%
Demonstrated Government Experience	20%
Proposed Approach and Methodology	10%

Recommendations based on the evaluation will be forwarded to the Port Manager to recommend the firm(s) and individuals to the Port for approval to award a Professional Services Continuing Contract.

SUBMISSION REQUIREMENTS

Proposals must include the following:

- Cover Letter
- Firm Qualifications
- Relevant Experiences
- Resumes of Key Personnel
- Fee Schedule
- References

QUESTIONS

For additional information, please contact Rossana Hebron at ohpanc@gmail.com.

REJECTION OF RESPONSE

- a. The Port reserves the right to accept or reject any or all Respondents, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The Port shall be the sole judge of the submittals. The Port's decision shall be final.

LATE RESPONSE

- a. Request for Proposals and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Respondents shall comply with all federal, state, and local laws and regulations.
- b. A "Contact Sheet," attached hereto as "Exhibit A," must be received at the time of the proposal.
- c. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3)(a), on Public Entity Crimes, attached hereto as "Exhibit B," must be received at the time of the proposal.
- d. A "Drug Free Workplace Certification" attached hereto as "Exhibit C," must be received at the time of the proposal.
- e. The Port requires that the Proposer selected will not discriminate under the contract against any person, in accordance with federal, state, and local laws and regulations.
- f. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the proposal.

AWARD OF REQUEST FOR QUALIFICATIONS

- a. The Port reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- b. The Port will enter into a three-year non-exclusive professional services agreement with qualified firm(s), as determined by the Port.
- c. Upon award, for construction projects, the Professional will be required to complete/execute the Port's Contract and General Conditions for Professional Engineering Services.

NOT RESPONSIBLE FOR COSTS

- a. The Port shall not be responsible for any cost incurred by a prospective Respondent to this Request for Proposals.

PUBLIC INFORMATION

- a. All information contained in this Request for Proposals is public information, and as such will be handled in accordance with Chapter 119, Florida Statutes.

ADDITIONAL INFORMATION

- a. The Port reserves the right to require Respondents to provide references and information on previous similar experience prior to award of the contract.

FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, Professional may not participate in the proposal if PROFESSIONAL is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing, www.epls.gov/epls/search.do. Professional shall include copy of search results with proposal.

LOBBYING

- a. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. Professionals shall not contact any Port Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the Port Manager. The Port may disqualify any solicitation response where any Port Member has been lobbied in violation of the black-out period.

INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The Professional agrees to assume liability for and indemnify, hold harmless, and defend the Port, its manager, members, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Professional, its agents, officers, Professional's, sub-professionals, employees, or anyone else employed or utilized by the Professional in the performance of this Agreement. The Professional's liability hereunder shall include all attorney's fees and costs incurred by the Port in the enforcement of this indemnification provision. This includes claims made by the employees of the Professional against the Port and the Professional hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, the Professional shall assume control of the defense of any claim asserted by a third party against the Port and, in connection with such defense, shall appoint lead counsel, in each case at the Professional's expense. The Port shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Professional of any of its obligations hereunder. If the Professional

assumes control of the defense of any third-party claim in accordance with this paragraph, the Professional shall obtain the prior written consent of the Port before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Professional shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Port and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Port, be detrimental in any material respect to the Port's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Port; or (iii) the Professional has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. Professional expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Port may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Professional shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Port certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Professional" as used in the insurance rider, shall mean and include Sub-Professionals of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 2. Completed Operations/Products Liability.
 3. Broad Form Property Damage
 4. Personal and Advertising Injury Liability
 5. Independent Professionals
 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Professional, Professional, (your company), their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
 7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Professional, Professional, (your company) and all other parties required to be named as additional insureds.

8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Professional (your company).
 9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Professional (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000) Dollars.
 - D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1,000,000) minimum per occurrence.
 - E. During the term of this agreement, (if applicable) the Professional will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Professional. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate.
 - F. Loss Deductible – If the insurance of any Professional contains deductible(s), penalty(s) or self-insured retention(s), the Professional whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
 - G. Where an Off Project Site Property exposure exists, the Professional at its sole expense shall furnish to the Owner and Professional (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Professional] and (your company) to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract.
"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
 - H. The above insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Professional] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of General Professional] and [Name and address of your company] by certified mail-return receipt requested."
 - I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Sub-Professional or any of its Sub-Professionals.
 - J. The Professional shall file certificates of insurance prior to the commencement of work with the Owner and the General Professional which shall be subject to the Owner, General Professional and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
 - K. Any type of insurance or any increase of limits of liability not described above which the Sub-Professional requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
 - L. The carrying of the insurance described shall in no way be interpreted as relieving the Professional or Sub-Professional of any responsibility of liability under this Contract.
 - M. Any policies effected by the Professional on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive

their rights of subrogation against the [Name of Owner], [Name of General Professional], [Name of Professional (your company)] and all other indemnities' named in the Contract.

- N. Should the Professional engage a Sub-Professional, the same conditions will apply under this contract to each Sub-Professional, however, the retained Sub-Professional shall be required to maintain limits of liability of not less than One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Sub-Professional.

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EXHIBITS

EXHIBIT “A”	Contact Sheet
EXHIBIT “B”	Public Entity Crimes
EXHIBIT “C”	Drug-Free Workplace Certification
EXHIBIT “D”	E-Verify Statement
EXHIBIT “E”	Proposer Acknowledgements and Agreements
EXHIBIT “F”	Conflict of Interest
EXHIBIT “G”	Non-Collusion Affidavit
EXHIBIT “H”	Disputes Disclosure

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**EXHIBIT "A"
CONTACT SHEET**

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____

Submitted By: _____

Title: _____

Accounting Contact:

Name: _____ **Title:** _____

Email Address: _____ **Phone:** _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract for_____ .
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____ .)
3. My name is _____ and my relationship to the entity named above is _____ .
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (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 with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any 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.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means 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 records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. 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
 7. 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 management of an affiliate. The Port of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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7. 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 the state or of the United States with the legal power to enter into a binding contract for 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.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature _____ Date: _____

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Public _____
My Commission expires: _____

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EXHIBIT "C"
DRUG-FREE WORKPLACE CERTIFICATION

The below-signed PROFESSIONAL certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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**EXHIBIT “D”
E-VERIFY STATEMENT**

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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**EXHIBIT “E”
PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS**

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER’S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER’S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER’S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____ .

This sworn statement is submitted by (entity) _____ whose business and (if applicable) Federal

address is _____ Employer Identification Number (FEIN) is (If a Sole

Proprietor

and you have no FEIN, include the last four (4) digits of your Social Security Number:

_____ .)

My name is _____ and my relationship to the entity named above is _____.

1. The above-named entity is submitting a Proposal for the Port of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the Port of Fernandina Beach.
8. I certify that no member of the entity's ownership or management or staff has a vested interest in any aspect of the Port of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the Port of Fernandina Beach.

Signature

Date:

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STATE OF FLORIDA

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided as identification.

Notary Signature

_____ My Commission expires:

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for _____ .

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification

Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____ .)

My name is _____ and my relationship to the entity named above is _____ .

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Port of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided as _____ identification.

_____ My Commission expires:

Notary Signature

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**EXHIBIT “H”
DISPUTES DISCLOSURE FORM**

Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five years?

YES NO

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five years?

YES NO

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five years that is related to the services your firm provides in the regular course of business?

YES NO

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the Port of Fernandina Beach.

Firm: _____

Date: _____

Authorized Signature: _____ Printed or Typed Name and Title:
