

JACKSONVILLE TRANSPORTATION AUTHORITY

PROCUREMENT RULE  
(RULE N0.002)

DATE OF ADOPTION: November 8, 2018

LAST REVISED: October 1, 2024

## PROCUREMENT RULE

### 1. GENERAL PROVISIONS.

#### 1.1 Purpose and Scope; Contract Award.

The purpose of this Jacksonville Transportation Authority (JTA) Procurement Rule is to provide standards, procedures and methods for Procurement by JTA of Goods and Services of all types to support JTA's statutory responsibilities and powers. It is the intent of JTA that all Suppliers of Goods and Services to JTA comply with this rule. To the extent that this rule is in direct conflict with applicable state or federal law, such state or federal law shall control; however, where this rule addresses a topic that is also covered by applicable state or federal law, it is the intent of JTA that the more stringent requirements on Suppliers and service providers apply so as to avoid direct conflict to maximum feasible extent. Nothing in this rule shall prevent JTA from complying with the terms and conditions of any grant, gift or bequest which are otherwise consistent with applicable law. All Suppliers of Goods and Services to JTA shall comply with all applicable local, state and federal laws, rules and regulations (including, where applicable, Executive Orders and federal agency guidelines such as FTA Circular 4220.1F, as amended), including without limitation public records laws, conflict of interest laws, JTA's Disadvantaged Business Enterprise (DBE) and Small and Emerging Business Enterprise (SBE) Programs, all other applicable JTA Rules, Regulations, or Policies (including, but not limited to JTA's Safety and Security Policy), and public official disclosure laws, as the same may be amended or adopted from time to time. Amendments or adoptions of any such laws, rules and regulations during the course of a Solicitation or the term of an Agreement shall be effective as to such Solicitation (and any Agreement arising therefrom) or Agreement in accordance with the "effective date" provisions of such law, rule or regulation or as determined by a court of competent jurisdiction. Except as set forth in Section 1.2 below, this rule applies to all Procurements of Goods and Services (including construction), and to solicitation and Award of agreements under which JTA receives revenues or other compensation for use of its assets or Services. In all cases, regardless of the method of Procurement, the Award of a Contract shall be deemed to occur only upon the execution and delivery of a written Contract to a Contractor/Supplier (or Contractors/Suppliers, if applicable) by JTA.

#### 1.2 Exclusions.

The Exclusions to this Procurement Rule 002 that do not require the use of the competitive Procurement methods described in Section 3 for **non-Federal funded** Procurements only, are:

- a. Exclusions covered under Florida Statute 287.057(3)(e);
- b. the Procurement of real property interests, abstracts of titles for real property, closing costs and processing fees for acquisitions, title insurance for real property, deeds, judgments, debt service, mortgage(s);
- c. Procurement of the following and similar items: dues and memberships in trade or professional organizations, subscriptions for periodicals, advertisements, postage,

collective bargaining agreements, salaries, taxes, auto allowance, borrowing of money, pensions, bonds, water, sewer, electrical and communications utility services, copyrighted books, videos, fees, licenses, permits, approved travel expenses, employee benefits services or Goods, legal services, including hearing officer services;

- d. Contracts with individual(s) serving as an Independent Contractor(s) or consultant(s) for temporary extension of staff (EOS) services that do not exceed twenty-four (24) months; except that Contracts may be extended when the CEO determines that is in the best interest of the JTA that the Contract be extended until the project(s) or task(s) have been fully completed or there is no longer any need for the Services. Extension of staff services may include any services previously undertaken by JTA staff, as well as individual independent Contractors or consultants that assist with the supervision and coordination of JTA projects, or assist with the advancement of JTA's vision, mission or goals. (Note: As it relates to Florida Statute 287.055(4)(c), this exception only applies to Professional Services as defined by the CCNA when the Contract is below Category Five (\$325,000) for basic construction cost or Category Two (\$35,000) for study activity);
- e. purchases utilizing a purchasing card when the sales receipt does not exceed the micropurchase threshold of \$3,500 for a single purchase.
- f. any construction project that is exempt from competitive Procurement by Florida Statutes 255.20(1)(c). The JTA may use any exception that is allowed by the funding source(s) or applicable law;

#### **For Federally funded Procurements:**

Federally funded Procurements that are below the Federal Micro-Purchase acquisition threshold of \$50,000, are exempt from competitive procurement processes.

#### **1.3 Procurement Organization.**

JTA's Procurement, Contracts and Inventory Department is responsible for implementing this Rule, under the direction of the Chief Procurement Officer. The Procurement Department is a component of JTA's Administration Division.

#### **1.4 Other Procurement-Related Documents.**

In addition to this rule, the Executive Vice President/Chief Administrative Officer may authorize and approve one or more manuals, procedures, Contract forms and other materials for the internal use of the Procurement Department and JTA generally as guidance in the carrying out of Procurements of Goods and Services. JTA's DBE Program and SBE Program are maintained by and available from the Office of Small Business and Community Impact Department.

#### **1.5 Conflicts with Terms of Solicitation Documents.**

All Solicitation Documents shall be subject to the provisions of this Procurement Rule and

in the event of a direct conflict between the two; the provisions of the Rule shall govern.

1.6 Ethics in Procurement.

Bidders, Proposers, Contractors, and Subcontractors shall comply with JTA Supplier's Code of Conduct, as amended from time to time. All JTA employees shall comply with Florida Statutes Chapter 112, Part III and the JTA Code of Conduct for Award, implementation and administration of Contracts. Without limiting the scope of the foregoing, no employee, officer, agent, immediate family member or Board member of JTA shall participate in the selection, Award, or administration of a Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise, among other circumstances, if any of such individuals, one of their family members, business partners or employers, has a direct or indirect financial interest in a firm competing for such Contract.

1.7 Avoiding Organizational Conflicts of Interest.

It is the intent of JTA to avoid or minimize organizational conflicts of interest throughout its Procurement process. Specifically, JTA intends to avoid or minimize organizational conflicts of interest wherein a Bidder, Proposer, Contractor, or sub-contractor (hereinafter "Respondent" in Section 1.7) is unable, or potentially unable, to render impartial assistance or advice to JTA due to activities, relationships, Contracts, or circumstances, which may impair Respondent's objectivity, or a Respondent has an unfair competitive advantage, real or apparent. One example of an unfair competitive advantage that JTA seeks to avoid is when a Respondent is involved in writing specifications, scope of work or criteria for a future RFP, or future JTA Procurement process, and that Respondent then seeks to Bid, or be part of a bidding team, on that same RFP or Procurement process. In the event JTA reasonably determines that a Respondent is unable, or potentially unable, to render impartial assistance, or has an unfair competitive advantage, JTA may withhold an Award to that Respondent, or require the Respondent to identify and undertake reasonable efforts to avoid, neutralize, or mitigate such organizational conflicts of interest. In the event the Chief Executive Officer, or JTA's Board of Directors, determines that it is not in the best interest of JTA to withhold an Award for an organizational conflict of interest, JTA may grant a waiver. Any such waiver shall be in writing and identify the reason for granting said waiver.

**Prohibition Against Organizational Conflicts of Interest.** JTA shall analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before Contract Award. In any instance in which JTA first becomes aware of an organizational conflict of interest after Contract Award, it shall conduct a review to determine whether the organizational conflict of interest was reasonably foreseeable and should have been identified by the Contractor prior to Award. In an instance where JTA first becomes aware of an organizational conflict of interest after Award, the Chief Procurement Officer may with discretion, terminate the Contract or if reasonably possible, take appropriate steps to avoid, neutralize or mitigate such organizational conflict of interest.

- (a) Definition. An "organizational conflict of interest" ("OCI") means that because of other activities or relationships with other persons, a person is unable or potentially

unable to render impartial assistance or advice to JTA, or the person's objectivity in performing the Contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. An organizational conflict of interest occurs when any of the following circumstances arise:

- i. Lack of Impartiality or Impaired Objectivity. When the Contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, Contracts, or circumstances. Such an OCI would occur, for example, if the service the Contractor is to perform under a Contract with JTA might involve that Contractor in evaluating its own performance or the performance of an affiliate under another JTA Contract.
- ii. Unequal Access to Information. The Contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier Contract. Such an OCI would occur, for example, if the Contractor's service under a prior Contractor gave it access to non-public, proprietary information of a company competing with it for a subsequent Contract. It merits note that relevant case law makes clear that no unfair competitive advantage is created by an Offeror's prior performance of a particular requirement. JTA is under no obligation to equalize other Offerors with an incumbent by providing information in the hands of the incumbent due to prior performance of the requirement.
- iii. Biased Ground Rules. During the conduct of an earlier Procurement, the Contractor has established the ground rules for a future Procurement by developing specifications, evaluation factors, or similar documents. To ensure objective Contractor performance and eliminate unfair competitive advantage, Contractors that develop or draft specifications, requirements, statements of work, Invitations for Bid and/or Requests for Proposals shall be excluded from competing for such Procurements.

(b) Identifying and Addressing Organizational Conflicts of Interest. The contracting officer and cognizant JTA attorney shall analyze every planned Procurement to determine whether there is an opportunity for any actual or apparent conflict of interest. A clause requiring Offerors to identify any potential or actual organizational conflict of interest shall be included in all solicitations, absent a written determination by the contracting officer and the cognizant JTA attorney that there is no opportunity for an actual or apparent conflict of interest and such a clause is not necessary for the Procurement. In any instance where a potential or actual organizational conflict of interest is identified, the Procurement shall be reviewed by the Chief Procurement Officer and the cognizant JTA Attorney. The Chief Procurement Officer shall be responsible for ensuring that such organizational conflict of interest is appropriately avoided, neutralized or mitigated. The Chief Procurement Officer shall not act to address an organizational conflict of interest without written concurrence from the cognizant JTA Attorney.

Prohibition Against Personal Conflicts of Interest. No employee, officer, agent, or board member, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing may participate in the selection, Award, or administration of a Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of those previously listed has a financial or other interest in the firm considered or selected for Award. This provision is applicable to individuals serving on a Technical Evaluation Team.

## 1.8 Reports to Board.

The EVP/Chief Administrative Officer shall report to JTA's Board each month, a Procurement report as well as any other matters directed by the CEO or requested by the Board. The Procurement report shall include a listing of:

- (i) All Procurements over \$100,000 made during the preceding month that did not require Board approval,
- (ii) All Emergency Procurements along with an explanation of the circumstances of such emergency and of the need for the Emergency Procurements made, the dollar amount thereof, and such other information as shall assist the Board in determining the reasonableness of the Procurement actions taken.
- (iii) All Procurements of Ancillary Services over \$50,000, along with a description of the basis and rationale therefor.
- (iv) All Amendments exceeding \$50,000, with description of original Contract, nature of Amendment, cumulative Amendments to date, anticipated completion date and estimated final cost; except that a separate report for Construction Contract Change Orders on originating Construction Contracts is required on a monthly basis.
- (v) All Sole Source Procurements that were made, along with the basis and rationale therefor.
- (vi) All Solicitations that are outstanding and that are anticipated to be advertised before the next Board meeting.

## 2. **DEFINITIONS.**

The following terms shall have the following meanings for purposes of this rule and (unless otherwise defined therein) each Solicitation.

- 2.1 **Agreement or Contract** A written or other agreement between JTA and a Contractor or Contractors with respect to the provision of Goods or Services, which may take the form of an exchange of documents, a Purchase Order issued by JTA and accepted by one or more Contractors, or a Contract signed by JTA and one or more Contractors. Notwithstanding the foregoing, the announcement (at a meeting or by posting) of the best responsive Bid or Proposal does not constitute an Agreement or Contract. The terms Agreement or Contract also include supplemental agreements, Amendments, work orders and Change Orders with respect to any of the foregoing.
- 2.2 **Amendment** A modification, deletion, or addition to an executed Contract (including work orders) by means of a formally executed document signed by all parties.

- 2.3 **Ancillary Services** The services to be contracted directly with the JTA that are of a type commonly or conveniently adjunct to the Services provided to JTA by its general counsel, general engineering consultant, general environmental consultant, other consultants, auditor, financial advisor or similar professionals regularly engaged in the performance of Services for JTA, including but not limited to litigation or other legal specialties, court reporting, expert witness, survey, title search, appraisal, document production, printing, investigative engineering services, financial market research, economic research, project supervision and coordination services, sampling and laboratory services, and publication of notices as to legal proceedings.
- 2.4 **Award** The Award of a Contract in response to a Solicitation to a Contractor (or Contractors, if applicable), which shall be deemed to occur only upon the execution and delivery of a written Contract to a Contractor (or Contractors, if applicable) by JTA, and such term applies to any method of Contracts and Procurement.
- 2.5 **Bid** A written or verbal price response by a Contractor to JTA to furnish specific Goods or Services in response to a Solicitation calling for Bids of prices, including an Invitation to Bid.
- 2.6 **Bidder** A person or Entity submitting a Bid.
- 2.7 **Bid Bond or Proposal Bond** A form of security executed by a Bidder or Proposer as principal and by a Surety to guarantee that the Bidder or Proposer will enter into the Contract and will furnish any required Performance Bond and Payment Bond within a specified time if the Award is made to such Bidder or Proposer.
- 2.8 **Bid Committee (BC)** A committee of three (3) to five (5) JTA employees or officers designated by the Vice President of the User Department (or designee) with concurrence of the Director of Procurement to review Responses to ITBs, which committee shall include at least one (1) employee from the User Department, at least one (1) employee from the Procurement Department and one (1) senior-level employee (manager or higher).
- 2.9 **Blanket Purchase Agreement** A Purchase Agreement under which JTA may obtain Goods or Services for recurring needs of up to a set amount and of a particular type on a demand basis.
- 2.10 **Business or Entity** Any corporation, partnership, individual, sole proprietorship, limited liability company, joint stock company, joint venture or any other legal entity through which business is conducted.
- 2.11 **CCNA** The Consultant's Competitive Negotiation Act, set forth in Florida Statute § 287.055, as may be amended from time to time.
- 2.12 **Change Order** A written modification to a Contract or Purchase Order, including by supplemental agreement, which revises the terms of, quantities or scope of Services under, or provides for an extension of time to complete, a Contract.

- 2.13 **Construction Management Firm (CM)** A Contractor that is responsible for scheduling and coordination of a construction Project or grouping of construction Projects, including preconstruction and Construction Services, and who may be required by its contract to offer a contract price that consists of a fixed lump sum, a cost plus fee price (based upon the actual cost of construction, plus an agreed-upon fee or rate of profit), or one or more guaranteed maximum prices and guaranteed completion date(s) and hold construction subcontracts.
- 2.14 **Construction Services** The services to construct, repair, remodel, renovate, modify, add to, demolish, subtract from, or improve any building, structure or any related improvements to real property, including preventative or corrective action in accordance with 255.20 of the Florida Statutes.
- 2.15 **Contract** (see "Agreement").
- 2.16 **Contractor** Any Business having a Contract with JTA, and includes without limitation construction Contractors and subcontractors, Suppliers of Goods, materialmen, professionals (subject to licensing requirements if applicable) providing Professional Services, Suppliers of tangible and intangible property of any kind or type, and providers of other Services.
- 2.17 **Debarment** A disqualification of a Business to receive and participate in Solicitations pursuant to applicable federal, state or local law, or Debarment rule of JTA.
- 2.18 **Deposit** A sum of money or certified or cashier's check deposited by a Bidder or Proposer to guarantee that the Bidder or Proposer will enter into a Contract within a specified time and furnish any required Performance Bond and Payment Bond.
- 2.19 **Design-Build Contract** A single contract with a Design-Build Firm for the design and construction of a public construction Project. Design-Build Contracts may include operation and maintenance Services when the costs for those Services are evaluated during the selection process. The Contract may be Awarded in phases, with the initial Contract to include the design and construction and a subsequent contract for operations and maintenance to be Awarded in accordance with this Rule.
- 2.20 **Design-Build Firm** A partnership, corporation, or other legal Entity which: 1. Is certified under Florida Statutes 489.119 to engage in contracting through a certified or registered general Contractor or a certified or registered building Contractor as the qualifying agent; or 2. Is certified under the relevant provisions of Florida Statutes 471.023, 481.219, 481.319, to practice or offer to practice engineering, architecture, or landscape architecture, respectively.
- 2.21 **Disadvantaged Business Enterprise Program or DBE Program** The JTA's Disadvantaged Business Enterprise Program, as amended from time to time.
- 2.22 **Emergency Procurement** A Procurement made in response to an immediate danger to the public health, safety, or welfare, an immediate danger of loss of public or private property, a reasonably unforeseen breakdown in machinery, a reasonably unforeseen threatened curtailment, diminution, or termination of an essential governmental service,



the reasonably unforeseen development of a dangerous condition or the development of a reasonably unforeseen circumstance that threatens the curtailment or diminution of an essential governmental service or of Deposits and investments of JTA capital or other threatened losses to JTA, including loss or diminution of funding or finances that require emergency action involving the Procurement of Goods, Services or real property interests. For Construction Projects, the more limited definition of emergency contained in Florida Statutes §255.0525 shall apply. For CCNA Professional Service contracts, the emergency must be certified by the CEO. A contract resulting from an Emergency Procurement maybe executed by any JTA employee within his or her approval authority as set forth in Section 4.1.

- 2.23 **FHWA** The Federal Highway Administration.
- 2.24 **FTA** The Federal Transit Administration.
- 2.25 **Goods** All items of tangible or intangible property, whether in final form for use or as components to be incorporated into final products.
- 2.26 **Invitation to Bid (ITB)** A Solicitation, including all documents utilized by the Solicitation, by JTA, for Goods or Services where the Award, if any, is to be made to the lowest, Responsible, and Responsive Bidder.
- 2.27 **Local Business** A ny business that can demonstrate to the satisfaction of the JTA that it has an office that has been located within the five-county region of Northeast Florida (Duval, Clay, St. Johns, Nassau, and Baker) for at least twelve (12) months and has at least three (3) employees that reside within those counties at the time of the Bid/Proposal submission.
- 2.28 **Micro-Purchase** A method of Procurement that does not require competitive quotations for Goods and Services less than \$50,000 Federal funded and less than \$35,000 Non-Federal funded but cannot be utilized to split a larger purchase (thereby stringing) and that requires a price analysis to determine that the cost associated is fair and reasonable.
- 2.29 **Payment Bond/Performance Bond** Defined as (i) as to a Payment Bond, a bond of a Contractor in which a Surety guarantees payment to JTA for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in a Contract (whether statutory or otherwise), and (ii) as to a Performance Bond, a bond of a Contractor in which a Surety guarantees performance owed to JTA by the Contractor or its subcontractors under a Contract.
- 2.30 **Procurement** The buying, purchasing, renting, leasing or otherwise obtaining of any supplies, Goods, Services, Construction or any other item(s).
- 2.31 **Procurement Request Form** The written request submitted by a User Department to the Procurement Department for Goods or Services initiating the Procurement process.
- 2.32 **Procurement Review Committee (PRC)** A committee comprised of no less than three

(3) and not more than five (5) impartial, unbiased JTA Executive Leadership Team (ELT) personnel that have no interest in or relationship to the Solicitation under PRC review. The PRC will review each Solicitation that exceeds \$325,000, prior to the matter being sent to the Board. Members shall be appointed by the CEO (or their respective designee). The role of the PRC is further described in Section 5 below.

- 2.33 **Professional Services** The services provided by persons (whether as employees of or principals in a Business or otherwise) practicing one or more professions (licensed or otherwise) generally recognized as such (including without limitation, management consulting, personnel services, legal services, engineering services, design and architectural services, construction management services, accounting services, medical services, financial services, investigative services, surveying, mapping and title services, insurance consulting and contract management services), the value of which is substantially measured by the professional competence of the person or Business performing them and which are not susceptible to realistic competition by cost of Services alone. Professional Services include but are not limited to the Services defined under Florida Statue 287.055, as amended, or any successor provision.
- 2.34 **Proposal** An executed formal document submitted by a Proposer to JTA in response to a Request for Proposals or Request for Qualifications.
- 2.35 **Proposer** A person or Entity submitting a response to a Solicitation, including a Request for Proposals or a Request for Qualifications.
- 2.36 **Public Notice or Advertisement** The distribution or dissemination of information using methods that are reasonably available and accessible, including, without limitation, publication in newspapers of general circulation, electronic or paper mailing lists, or website(s) designated and maintained by JTA. For construction projects, the JTA will follow Florida Statute § 255.0525 or the applicable FTA regulations, whichever is more stringent.
- 2.37 **Public Private Partnerships** A collaborative relationship between JTA and a private sector entity to finance, develop and deliver design, build, operate and maintain Services for a public project, as set forth in Florida Statutes. §349.22.
- 2.38 **Purchase Order** The JTA's document used to authorize a purchase transaction with a Contractor or Supplier.
- 2.39 **Request for Proposals (RFP)** A Solicitation in which JTA describes its needs in terms of performance standards or criteria for one or more elements of the Solicitation and Proposers are requested to provide (in addition to price or economic consideration, if applicable) descriptions and specifications of the Goods and Services which will meet or exceed the criteria or standards specified, or identifies a problem to be addressed by Proposers. All RFPs shall identify the criteria, and their corresponding importance, the JTA will consider when ranking Proposals.
- 2.40 **Responsible Bidder or Responsible Proposer** A Bidder or Proposer that has demonstrated, in the judgment of JTA, the capability in all respects to perform fully the Solicitation requirements, and the tenacity, perseverance, experience, integrity, ability,

reliability, capacity, facilities, equipment, financial resources and credit, w h i c h will assure good faith performance.

- 2.41 **Responsive Bidder or Responsive Proposer** A Bidder or Proposer that has submitted a Bid or Proposal (as applicable) which conforms, in all material respects to a Solicitation, in the judgment of the JTA and submitted on the correct forms with all the required information and signatures. Subject only to minor irregularities, the JTA reserves the right to waive and have corrected said minor irregularities at their reasonable discretion.
- 2.42 **Request for Quotes** All documents utilized for a solicitation by JTA for Goods or Services when the Procurement falls within the Simplified Acquisition (Small Purchase) thresholds.
- 2.43 **SBE Program** The JTA's Small Business Enterprise Program, as amended fromtime to time.
- 2.44 **Services** The services of all types and kinds, including without limitation, Professional Services and Construction and Construction-related Services.
- 2.45 **Shortlisting** A method of Procurement where prospective Bidders or Proposers are initially evaluated, comparatively, to determine which Bidders or Proposers are the most qualified as indicated by evaluation criteria to perform the work.
- 2.46 **Simplified Acquisition (Small Purchase)** An open and competitive Procurement of Goods or Services through a three (3) quote process in which the compensation or price to be paid by JTA is not reasonably expected to exceed \$250,000.
- 2.47 **Solicitation** An Invitation to Bid, Request for Proposals (including a Two-Step Process), Request for Qualifications, or other s o l i c i t e d request by JTA for the Procurement of Goods and/or Services.
- 2.48 **Sole Source** When the User Department requires supplies or Services available from ONLY one responsible source, and no other supplies or Services will satisfy its requirements, a Sole Source Award may be made.
- 2.49 **Surety** An organization which, for a consideration, promises in writing to make good the debt, obligation or default of another and that is licensed in Florida.
- 2.50 **Technical Evaluation Team (TET)** A committee established to review, evaluate and provide an ordinal ranking of Responsible, Responsive Proposers to an RFP or Request for Qualifications. The members of the TET shall be appointed by the Vice President of the User Department or designee, with the concurrence of the Chief Procurement Officer or designee. Members may include consultants that are not employees of JTA. If a consultant is used, the consultant's firm is prohibited from submitting a Proposal for that Solicitation and having any communications with potential Proposers regarding the Solicitation. At least two (2) members shall not be

employees of the User Department. In all cases, there shall be at least one (1) JTA Executive Leadership Team (ELT) personnel or designee, on a TET who shall act as the chair thereof, and in the event that there is more than one such employee on an TET, they should decide among themselves which one of them will serve as the chair. The ranking by the TET does not imply that an Award has been or will be made, nor imply that any compensation is due any Proposer, except as otherwise set forth expressly in a particular Solicitation.

- 2.51 **Two-Step Process** A two-phase process generally consisting of a first phase composed of a formalized solicitation process in which Proposers submit technical Proposals or qualifications to be evaluated by the TET, and a second phase in which those Proposers whose technical Proposal or qualifications are determined to be acceptable during the first phase have their final responses (including price, if applicable) considered.
- 2.52 **Unsolicited Proposal** Any firm written offer for Goods or Services delivered to JTA in the absence of an active Solicitation by JTA as to such Goods or Services.
- 2.53 **User Department** Any division, department, or unit within JTA which requests and utilizes any Goods or Services procured under this Rule.
- 2.54 **Supplier** A person or Business unit actually performing Services, or manufacturing, producing, or shipping supplies or Goods required by Contract.
- 2.55 **Supplier List** The compilation by category of Goods and Services of the names and addresses of those Suppliers of Goods and Services that have indicated an interest in doing business with JTA. The Procurement Department may maintain a Supplier List to be utilized for the Procurement of Goods and Services.

### **3. PROCUREMENT METHODS.**

JTA may use any method of Procurement that is not prohibited by Florida law or FTA regulations. This Rule establishes the requirements for the following Procurement methods:

- (i) Competitive Sealed Bids,
- (ii) Competitive Sealed Proposals,
- (iii) CCNA Process for Professional Services (Qualifications-Based Selection),
- (iv) Two-Step Procurement,
- (v) Use of Competitively Procured Government Contracts,
- (vi) Sole Source Negotiation,
- (vii) Simplified Acquisition (Small Purchase),
- (viii) Micro-Purchase,

- (ix) Emergency Procurement,
- (x) Procurement of Ancillary Services, and
- (xi) Specialty Construction Procurements
  - (1) Prequalification and Shortlisting
  - (2) Continuing Contracts for Construction
  - (3) Design-Build (D-B)
  - (4) Construction Management
  - (5) Public Private Partnerships (P3)

The determination of JTA's Director of Procurement or designee(s) as to the proper method of Procurement, in any case, shall be indicated by the method chosen, and shall be final and not subject to dispute.

Nothing herein negates the absolute right of JTA to terminate a Solicitation of any kind at any time prior to the execution and delivery of a final Agreement by an appropriate officer of JTA, without any liability of any kind to any Bidder or Proposer except as expressly set forth otherwise in the Solicitation materials provided by JTA. In addition, JTA may determine to solicit for the same or similar Goods or Services through a new Solicitation at any time, without any liability of any kind to any Bidder or Proposer to any other Solicitation. No Solicitation or Agreement is exclusive unless otherwise stated to the contrary therein.

For Construction projects, the JTA may use any project delivery method allowed by law, including "Design-Build" and Construction Management, and may use any Procurement method that is compliant with the regulations of the applicable funding source, this Rule, or law:

### **Design-Build (D-B) Contracts**

Non-Federal funded project: JTA may use either method allowed by this Rule (Section 3.10(x)) or Florida Statutes §287.055(9), as may be amended from time to time, as long as the requirements of that statute are met.

For Federal Funded projects:

***Estimated cost of construction predominate over the estimated cost of design*** – JTA is expected to use competitive negotiation or sealed bids for the entire procurement rather than the qualification-based “Brooks Act” procurement procedures. Specifically, when construction costs will be predominant, unless FTA determines otherwise in writing, an FTA recipient may not use qualifications-based procurement procedures to acquire architectural engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural and engineering, surveying, mapping, or related A&E services unless required by State law adopted before August 10, 2005.

***Estimated cost of design is predominate over the estimated cost of construction*** – In the less usual circumstance in which the cost of most work to be performed will consist of costs for architectural and engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural engineering, surveying,

mapping, or related A&E services, FTA expects the recipient to use qualifications-based procurement procedures based on the “Brooks Act,” 40 U.S.C. Sections 1101 through 1104, as described as follows:

*Effect of State Laws.* To the extent that a State has, before August 10, 2005, adopted by law, an equivalent State qualifications-based-procurement requirement for acquiring architectural, engineering, and design services, State procedures, rather than Federal “Brooks Act” procedures (40 U.S.C. Sections 1101 through 1104), may be used.

### **Construction Management at Risk (CMAR) Contracts**

Non-Federal funded projects: JTA may procure the contract following Florida Statutes §255.103, §287.055 (RFQ) or §255.20 (RFP or ITB), as may be amended from time to time, or as set forth below in Section 3.10

For Federal funded projects: JTA will follow the requirements of the funding source, which may require pre-approval by the Federal agency.

#### **3.1 Competitive Sealed Bids.**

An Invitation to Bid (ITB) shall be published for applicable Procurements which are capable of evaluation solely on the basis of price or other rate of compensation, without individual discussions with Bidder, other than that Bidders be Responsive and Responsible Bidders (as may be determined from essentially objective factors). ITBs may include consideration of material subjective criteria, provided that the ITB Solicitation explicitly states the criteria along with how the criteria will be rated during the process. Bids will be received in accordance with the ITB, publicly opened and the Bid Award, if any, will be to the lowest, Responsive, Responsible Bidder, as determined by the Bid Committee or the Board.

#### **3.2 Competitive Sealed Proposals (Request for Proposals).**

A Request for Proposals ( RFP ) shall be published for applicable Procurements which are not capable of evaluation solely on the basis of price or other rate of compensation, but require the consideration of material subjective criteria concerning either the nature of the Goods or Services to be provided, the means of compensation, or the quality (performance or other) of the Proposer, the Goods or the Services, and the composition and qualifications of Proposer’s team for the Project (including employees and key subconsultants or subcontractors). Such criteria will generally be in addition to standard requirements of pre-qualification or other basic Proposer qualities (such as licensing, capacity to perform, delivery of bonds or other Surety, etc.), claims history, or responsiveness to the Solicitation. The criteria for evaluation of Proposals, including the relative importance of price and each non-price factor, shall be set forth in the Request for Proposals prepared by or on behalf of JTA. Price shall be one factor among many to be considered. Proposals shall be reviewed by the Technical Evaluation Team in accordance with the Request for Proposals. The Technical Evaluation Team may Shortlist the most

qualified Proposers and may determine whether discussions, interviews and/or presentations are required with the Shortlisted Proposers.

Prior to final ranking, JTA may, in its discretion, request best and final offers (BAFO)(see Section 5.16) from those Shortlisted Proposers. The BAFO usually includes the following: (1) specific notice that discussions are concluded; (2) notice that this is the opportunity for the Proposer to submit a best and final offer; (3) a definite, common cutoff date and time that allows a reasonable opportunity for the preparation and submission of the best and final offer; and, (4) notice that the final offer must be received at the place designed by the time and date set in the RFP and is subject to any provisions dealing with late submissions, modification, and withdrawals of Proposals set forth in the Solicitation. JTA shall not engage in conduct that favors one Proposer over another and during the BAFO process, JTA shall not reveal a Proposer's technical Proposal or price to another Proposer.

Following the final ranking of Responsive, Responsible Proposers' Proposals, and upon approval by the Board, if required, the JTA (lead by the Chief Procurement Officer or designee) may negotiate specific contract terms with the highest ranked Proposer (or Proposers, if the Request for Proposal seeks more than one provider). Material changes to the contract terms, Proposal price, scope of work or schedule which may have impacted the ranking of the Proposers are not permitted. In the event that such negotiations are unsuccessful, JTA may, but is not obligated to, attempt to negotiate specific contract terms with the next highest ranked Proposer; alternatively, JTA may determine to terminate the Solicitation. This process shall continue until either JTA executes and delivers a Contract to a Proposer or terminates the Solicitation.

### 3.3 Two-Step Procurement.

The Solicitation under the Two-Step Procurement method (which is generally applicable to Design-Build Procurements and may be applicable to other Procurements involving technology and some non-CCNA Professional Services) has some characteristics of both Competitive Sealed Bids and Competitive Sealed Proposals. Proposers submit an unpriced technical Proposal to be ranked by JTA's Technical Evaluation Team. The Technical Evaluation Team shall then Shortlist the most qualified Proposers and may determine whether samples, discussions, interviews and/or presentations are required with the Shortlisted Proposers. If modifications to the scope of work, schedule, contract terms or other material issues are desirable, as determined in the sole discretion of the Technical Evaluation Team, then after the conclusion of such discussions, all Shortlisted Proposers will be asked to submit a sealed Price Proposal, unless JTA has determined to terminate the Solicitation. In the sole discretion of JTA, the Solicitation documents may require that price terms be submitted simultaneously with the technical Proposal or after Shortlisting, but price shall be considered in all circumstances.

Prior to final ranking, JTA may, in its discretion, request best and final offers (BAFO) from those Shortlisted Proposers. The BAFO usually includes the following: (1) specific notice that discussions are concluded; (2) notice that this is the opportunity for the Proposer to submit a best and final offer; (3) a definite, common cutoff date and

time that allows a reasonable opportunity for the preparation and submission of the best and final offer; and, (4) notice that the final offer must be received at the place designed by the time and date set in the RFP and is subject to any provisions dealing with late submissions, modification, and withdrawals of Proposals set forth in the Solicitation. JTA shall not engage in conduct that favors one Proposer over another and during the BAFO process, JTA shall not reveal a Proposer's technical Proposal or price to another Proposer.

The JTA may initiate a two-step Solicitation process when: (a) in the JTA's discretion, it is impractical to prepare an adequate or complete description of the Goods or Services desired (due to insufficient data, uncertain requirements, unfamiliar market options, etc.), (b) the JTA desires to identify a field of qualified Proposers, Goods or Services, out of a broader field of Proposers, Goods or Services, or (c) the JTA believes a multi-step process would best serve its purposes. Once acceptable method(s) and the scope of Services are determined, a primary concern of JTA is to obtain the best value.

### 3.4 CCNA Process for Professional Services (Request for Qualifications).

All applicable Procurements of Professional Services (as that phrase is defined by Florida Statute §287.055) shall be made in accordance with the Consultant's Competitive Negotiation Act (CCNA), as may be amended from time to time, for Services exceeding the following CCNA thresholds:

- (1) Professional Services for a project where the basic construction cost is estimated to exceed CCNA requirements in Florida Statute § 287.055; or
- (2) planning or study activity when the fee for Professional Services exceeds CCNA requirements in Florida Statute §287.055.

The Request for Qualifications (RFQ) shall set forth all of the criteria to be considered, which may include, without limitation,

- the firm's approach to the project and providing the Services,
- the firm's ability to furnish the required Services,
- the ability of the proposed personnel to furnish the required Services;
- whether a firm is a certified DBE;
- past performance of the firm and the proposed personnel;
- experience of the firm and the proposed personnel;
- willingness to meet time and budget requirements;
- location;
- recent, current, and projected workloads of the firms; and
- the volume of work previously Awarded to each firm by the JTA, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firm(s).

The evaluation of past performance may include the following factors, without limitation, whether the past projects were completed on time, within budget, and without an unreasonable number or amount of claims, whether the firm timely paid its



subconsultants and Suppliers, whether the firm has breached or been terminated for cause on any contract with the JTA or any other public agency, whether significant back charges have been assessed against the firm, whether the firm properly participated in any required mediation or dispute review board procedure, and the overall satisfaction with the firm's past and current compliance with the contract requirements by JTA and the other references. The Technical Evaluation Team may consider all past experience and projects of the firm, whether specifically identified by the firm or not, if the Technical Evaluation Team determines that interviews, presentations or both are desired, no fewer than three (3) firms may be invited for the interviews or presentations.

Compensation shall not be considered until after the Technical Evaluation Team ranks the firms, in the order of the most qualified. For Continuing Contracts, see Section 3.10, below.

When the professional service contract is federally funded, the Chief Procurement Officer, or designee(s), shall determine whether the RFQ method may be used for the particular scope of services in accordance with the applicable federal regulations.

3.5 Use of Competitively Procured Government Contracts (a/k/a Piggybacking, Cooperative Purchase or Use of Purchasing Schedules)

Upon approval by the Chief Procurement Officer and User Department Vice President, the JTA may acquire Goods and Services (including Professional Services) by negotiation or other method involving limited or no competition from a Business having a requirements contract or an annual agreement with any public entity (e.g., federal, state, county, city, authority, school board, Buying Cooperative, etc.) for the Goods and Services described in such contract (in whole or in part), at prices or discounts no less favorable than any set forth in such contract using the same contract terms, as long as the contract was procured in compliance with Florida law, federal law if applicable, and if allowed by the Federal funding source and the contract.

3.6 Sole Source Procurement.

A Sole Source Procurement may be initiated when the Senior Leader of the User Department (or designee) and the EVP/Chief Administrative Officer makes a written determination that particular Goods or Services can reasonably be timely procured from ONLY one source, including, without limitation, one-of-a-kind or patented Goods and Services offered for sale in a noncompetitive market or solely by a manufacturer's authorized dealer or when a Solicitation fails to produce more than one responsive and responsible Bidder or Proposer. A cost analysis will be necessary whenever adequate price competition is lacking for Sole Source Procurements, including contract modifications or Change Orders. If the Sole Source is a recurring Procurement year to year, survey of the market along with a cost/price analysis needs to be performed every three (3) years with the cost/price analysis being done every year. The written determination shall be provided to the Board and maintained in the files relating to the Sole Source Procurement and shall include a detailed explanation as to necessity or reasonableness of the Sole Source Procurement method, including

where applicable an analysis of the reasonableness of the cost of the Procurement. As to proprietary Goods, where there are multiple sources of supply, a Sole Source Procurement shall not be used. Professional Services as defined by Florida's Consultant's Competitive Negotiation Act may not be procured as a Sole Source Procurement unless there is an emergency.

Competition Determined to be Inadequate. If after a formal or informal solicitation, or based upon industry research, or both, the Procurement staff determines that competition is inadequate, the file must contain a documented finding that adequate competition cannot be obtained in the time frame necessary to meet the needs of the Authority;

i. A single bid or proposal received. The Procurement staff may determine, with the written approval of the Chief Procurement Officer, that competition is adequate even if a single bid or proposal was received in response to a solicitation, if, after review, the Procurement staff further determines that the specifications were not restrictive, and after survey of sources, that the other identified sources unilaterally chose not to submit a bid or proposal. If a single bid or proposal is received under these circumstances, the Procurement staff can negotiate the price, and is responsible for determining price reasonableness in accordance with cost/price analysis procedures. The independent cost estimate must have been received prior to the receipt of the bid or proposal.

### 3.7 Micro-Purchases.

The Procurement of Goods and Services constituting a Micro-Purchase may be made without public competition because the benefits from following such procedures will not generally outweigh the costs associated with conducting the Procurement process. A Micro-Purchase is a single, one-time purchase of \$50,000 or less for Federal funded or \$35,000 or less for Non-Federal funded purchases. A Micro-Purchase shall only be used for carrying out authorized functions. Whenever possible, the Authority shall try to utilize a local small business enterprise for micro-purchase opportunities. Micro-Purchase processes shall not be used to split larger Procurements. The costs associated with Micro-Purchases must be fair and reasonable and Davis-Bacon requirements apply to all construction contracts exceeding \$2,000.

### 3.8 Simplified Acquisitions (Small Purchases).

The Procurement of Goods and Services constituting a Simplified Acquisition may be made with limited competition utilizing informal processes. Simplified Acquisitions are purchases over \$50,000 for Federal funded or \$35,000 for Non-Federal funded and up to \$250,000. The Award determination may be made by utilizing either a low quote or best value basis after soliciting responses from an adequate number of qualified sources. Procurement shall ensure that the basis for Award is detailed in the Simplified Acquisition Solicitation and that an Award is properly justified. Low quote processes shall be utilized when cost is the only deciding factor and a best value Award shall be utilized when factors other than

cost are needed for an Award. The Procurement official for the JTA shall ensure that there are no unreasonable qualifications, arbitrary actions taken, brand name restrictions, unallowable geographic preferences and shall ensure that correct contract term limitations are applied, clear accurate and complete specifications are used, and that a written record of the Procurement history is maintained. Professional Services as defined by Florida's Consultant's Competitive Negotiation Act may be procured without a public announcement when the estimated compensation is below the statutory thresholds contained in §287.055(3)(a)(1), as amended.

### 3.9 Emergency Procurement.

Upon a determination by the CEO or the applicable JTA employee within his or her approval authority set forth in Section 4.1 that conditions exist or are imminent as to which Emergency Procurements may become necessary, purchasing officers of JTA may secure Goods and Services reasonably necessary, in light of circumstances as known to them, by directly negotiating with a qualified Business, without obtaining competitive Proposals or Bids. Such determination shall be reduced to a writing as soon as practicable in the circumstances and may include limitations in the scope or duration of such declaration, or otherwise impose limits or qualifications on the actions justified by such an emergency. Each Emergency Procurement shall be documented as soon as reasonably practical in the circumstances as to the Goods or Services obtained and the cost thereof to JTA, as well as the need therefore which affected by the emergency circumstances. The documentation shall be submitted to the Chief Procurement Officer by the next business day, whenever possible. In the event that the appropriate JTA employee is absent or unavailable during or in the face of an imminent emergency, any Vice President- level officer of JTA or the Chief Procurement Officer may act in the stead of the applicable employee until such time as the employee becomes available. A complete record shall be maintained explaining or otherwise supporting the reason for each emergency purchase. The records shall be available for public inspection during regular JTA business hours in JTA's main administrative offices.

### 3.10 Procurement of Ancillary Services.

When deemed reasonably necessary, Ancillary Services may be procured by the professionals representing JTA as described in the definition of "Ancillary Services." In each case, such procuring professionals shall make a determination of the best value provider of the necessary Ancillary Service on the basis of cost considerations as well as quality, reputation, availability, and timeliness of the required Services. When the Ancillary Services are reasonably expected to exceed \$90,000, the Procurement must be approved in writing by the CEO or designee. In appropriate cases, not including Professional Services described in Florida's Consultant's Competitive Negotiation Act, quotes shall be obtained, or other market information will be utilized to verify the reasonableness of the prices or rates of compensation to be charged.

### 3.11 Specialty Construction Procurements

When determined by the CEO to be in the best interest of JTA, the following specialty construction Procurements allowed by Florida law may be utilized (see Section 3.0 for notes regarding Federal or grant funding implications):

1. Prequalification and Shortlisting
2. Continuing Contracts for Construction Projects
3. Design-Build (D-B)
4. Construction Management
5. Public Private Partnerships (P3)

#### **A. PREQUALIFICATION AND SHORTLISTING**

1. JTA may utilize a Two-Step Process in selecting Contractors for standard Design-Bid-Build delivery, using either prequalification or Shortlisting as an initial step to select a pool of Bidding or proposing Contractors that are, in JTA's sole discretion, appropriately qualified to perform the proposed work.

- (a) Pre-qualification is a method of Procurement where prospective Bidders or Proposers are initially evaluated on a pass-fail basis to determine whether they possess the requisite qualifications necessary to perform the work. (**Note:** Projects involving the construction or improvements of bridges, roads, streets, highways or railways and Services incidental thereto, at a cost exceeding \$250,000, JTA shall follow the special prequalification rules set forth in §255.20(1)(a) and (b) of the Florida Statutes).
- (b) Shortlisting is a method of Procurement where prospective Bidders or Proposers are initially evaluated, comparatively, to determine which Bidders or Proposers are the most qualified, in JTA's sole discretion, to perform the work.

2. JTA shall issue an RFQ to obtain Statements of Qualification from interested Proposers. On receipt of Statements of Qualification, JTA, through an appointed Technical Evaluation Team, shall evaluate the Statements as follows:

- (a) In the pre-qualification method, the Technical Evaluation Team shall render pass-fail determinations to arrive at a pool of Contractors that meet all of the qualifications criteria set forth in the RFQ and reject all Contractorsthat fail to meet the qualifications criteria.
- (b) In the Shortlisting method, the Technical Evaluation Team shall comparativelyevaluate Proposers, in accordance with the qualifications criteria set forthin the RFQ, to arrive at a pool of the most highly qualified

Contractors eligible to bid or propose on the work.

- (c) The Technical Evaluation Team may require presentations or interviews as part of the evaluation process. The Technical Evaluation Team shall use best efforts to arrive at a shortlist or prequalification list of no less than three (3) qualified Contractors, if reasonably possible.
- (d) Only those Contractors that are prequalified or shortlisted shall be issued Bid or Proposal documents and be permitted to Bid or propose on the work.

3. Following the initial step of constituting a prequalification list or shortlist of eligible Contractors, JTA shall initiate the next step in the Procurement process and final Award as follows:

- (a) JTA may request sealed Bids in accordance with the ITB procedure set forth in Section 3.1 to make Award to the responsive Bidder with the lowest price, technically acceptable Bid; or
- (b) JTA may request Proposals in accordance with the RFP procedure set forth in Section 3.2, where Award shall be made to the most advantageous Proposal based on the criteria and standards set forth in the Proposal documents, known as a Best Value, which criteria may include price, schedules and technical or design aspects of the project, weighted as set forth in the Proposal documents.

## **B. CONTINUING CONSTRUCTION CONTRACTS**

1. Continuing contracts for Construction projects (hereinafter “Continuing Contracts”) are contracts with a Contractor, as defined by §255.103 of the Florida Statutes, for work during a defined period on construction projects described by type rather than specifically identified (“Continuing Contractor”). Continuing Contracts shall involve a base form contract for a period no greater than five (5) years, generally outlining the types of work or projects. Specific work Awarded under a Continuing Contract shall be by work authorization or contract addendum.

2. The estimated value of any construction work Awarded by addendum or work authorization shall not exceed \$2 million, unless other exceptions under §255.20 of the Florida Statutes apply. JTA shall competitively negotiate each such Award for a contract sum that it determines is fair, competitive and reasonable. If JTA selects a pool of Continuing Contractors, it may Bid each work authorization or addendum among the pool, with an Award being made to the lowest, responsive Bidder.

3. JTA shall procure Continuing Contractors in accordance with §255.103 and §287.055 of the Florida Statutes, and the general Request for Qualifications Procedure set forth in Section 3.4.

4. Following the submission of Statements of Qualification, a Selection Committee shall shortlist no fewer than three (3) Proposers, if reasonably possible,

based on the following minimum criteria (“CCNA Factors”):

- (a) Ability of construction personnel;
- (b) Whether a firm is a certified minority business enterprise;
- (c) Past performance (on County projects or comparable projects for others, and may include an assessment of claims history);
- (d) Experience;
- (e) Willingness to meet time and budget requirements;
- (f) Location;
- (g) Recent, current and projected workloads; and
- (h) The volume of work previously Awarded to Proposer, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selecting the most highly qualified.

5. The Selection Committee shall conduct discussions with, and may require presentations by, the shortlisted Proposers. Following discussions and presentations, the Selection Committee shall select in order of preference (i.e., a ranking) no fewer than three (3) Proposers, if reasonably possible, deemed to be the most highly qualified to provide the advertised Services.

### **C. DESIGN-BUILD**

1. Design-Build is an integrated project delivery method where architectural, engineering and Construction Services are Awarded to a Design-Build Firm under a single contract procured in accordance with the requirements of the Consultants' Competitive Negotiation Act ("CCNA"), §287.055 of the Florida Statutes, and the requirements of this Rule.
2. A "Design-Build Firm", as defined by the CCNA, is a partnership, corporation, or other legal entity which:
  - (a) Is certified under Florida Statutes §489.119 to engage in contracting through a certified or registered general Contractor or a certified or registered building Contractor as the qualifying agent; or
  - (b) Is certified under the relevant provisions of Florida Statutes §471.023, §481.219, §481.319, to practice or offer to practice engineering, architecture, or landscape architecture, respectively.
3. JTA shall follow the Design-Build procedures in accordance with the CCNA to Award Design-Build contracts, which include a qualifications-based

selection procedure or a competitive Proposal procedure, as set forth in §287.055 (9) of the Florida Statutes. The Chief Procurement Officer or designee will determine which Procurement procedure will be used to Award a Design-Build Contract.

(a) If JTA elects to use a qualification based selection process for Design-Build Firms, it shall follow the procedures set forth in Section 3.4 and CCNA §287.055 (3) – (5) in the Florida Statues.

(b) If JTA elects to use the competitive negotiation Proposal process for the selection of Design-Build Firms, the County must comply with the minimum requirements of the CCNA, as follows:

(A) A Design Criteria Professional, selected in accordance with the requirements of the CCNA, will prepare and seal a Design Criteria Package in order to furnish sufficient information to allow Design-Build Firms to prepare a Bid or Proposal for the Project. The Design Criteria Professional and their sub-consultants will not be eligible to provide design Services under any Design-Build Contract executed pursuant to the Design Criteria Package.

(1) A “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under Chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

(2) A “Design Criteria Package” means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit Design-Build Firms to prepare a Bid or a response to a Request for Proposal, or to permit an agency to enter into a negotiated Design-Build Contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements

applicable to the project.

- (B) The Technical Evaluation Team shall initially qualify and shortlist no fewer than three (3) Design-Build Firms, if reasonably possible, based on the qualifications, availability, and past work of the Design-Build Firms, including the partners or members thereof. JTA may also specifically consider the Design-Build Firm's past performance on Projects, including whether the past Projects resulted in any litigation, whether the past Projects were completed on time, within budget, and without an unreasonable number or amount of claims and whether the Design-Build Firms timely paid its subcontractors and Suppliers. JTA may also consider whether:
- 1) The Design-Build Firms have breached any contract with the JTA or any other public agency;
  - 2) Whether liquidated damages have ever been assessed against the Design-Build Firms;
  - 3) Whether the Design-Build Firms properly participated in any required mediation or dispute review board procedures; and
  - 4) The overall satisfaction with the Design-Build Firm's compliance with the contract requirements.
- (C) Only those Design-Build Firms shortlisted in accordance with the procedures set forth herein, shall be permitted to submit a Bid or Proposal for the Project.
- (D) Before soliciting Bids or Proposals for the Project, the JTA will establish the criteria, procedures and standards by which all Bids or Proposals submitted by Design-Build Firms for the Project will be evaluated. These standards will include, but are not limited to, price, technical merit and design aspects, weighted for the proposed Project. Any Bid or Proposal submitted by a Design-Build Firm must meet the criteria specified in the Design Criteria Package.
- (E) If the Design-Build evaluation is based on assignment of a "Numeric Score" based on a scoring of the evaluation criteria, the Selection Committee will determine the evaluated "Numeric Score" and recommend Award to the qualified and responsive Proposer with the greatest "adjusted score." The adjusted score will typically be the tallied score



divided by the maximum numeric score available, as defined in the Bid or Proposal documents.

#### **D. CONSTRUCTION MANAGEMENT**

1. Construction Management is a project delivery methodology whereby JTA enters into a contract with a Contractor to provide Construction and pre-Construction Services for a project, including design and constructability reviews, scheduling and estimating. Construction Management may be on the preferred method of "at risk" (CMAR) where the Contractor holds the trade contracts (i.e., subcontracts), or "at agency" (CMAA) where JTA holds the trade contracts and the Construction Management firm is responsible for coordinating, supervising and managing the Construction project. Any "at risk" Construction Management contract should be on a Guaranteed Maximum Price basis; any "at agency" Construction Management contract should be on a lump sum basis.
2. Construction Management firms (CM) may be procured on a qualification basis or through competitive Proposals.
  - (a) If JTA elects to use a qualification based selection process for Construction Management firms, it shall follow the procedures set forth in Section 3.4 and the CCNA, §287.055 (3) – (5) in the Florida Statutes.
    - (1) The qualifications criteria for evaluation shall include, but not be limited to, the following:
      - (i) The experience of the CM and its professional personnel;
      - (ii) The CM's project approach for preconstruction and construction;
      - (iii) Whether the CM is a certified minority business enterprise (and/or the proposed level of certified minority and/or small business enterprise participation);
      - (iv) Past performance;
      - (v) Experience;
      - (vi) Willingness to meet time and budget;
      - (vii) Location
      - (viii) Recent, current and projected workloads; and
      - (ix) The volume of work previously Awarded to each CM, with the object of effecting an equitable distribution of contracts among qualified Contractors, provided such distribution does not violate the principle of selection of the most highly qualified CM.
    - (2) The evaluation of past performance may include such factors as:

- (i) Whether past projects were completed on time, within budget, and without an unreasonable number or amount of claims;
  - (ii) Whether the CM timely paid its subcontractors, subconsultants and Suppliers;
  - (iii) Whether the CM has breached any contract with the County or any other public agency, or has been termination for cause of convenience;
  - (iv) The County's overall satisfaction with the CM's current and past compliance with its contractual requirements.
- (3) The Technical Evaluation Team shall evaluate Statements of Qualification submitted by interested Construction Management firms to arrive at a shortlist of the most highly qualified CMs based on the evaluation criteria set forth in the Proposal documents and this Rule. The Technical Evaluation Team shall require interviews, and may require public presentations, from each CM on the shortlist, and thereafter prepare a recommended ranking, in order of preference, of no fewer than three (3) CMs (where reasonably possible), deemed to be the most highly qualified to perform the advertised Services.
- (4) JTA shall thereafter negotiate a contract with the top ranked firm at compensation that the JTA determines is fair, competitive and reasonable. Should JTA not reach a contract with the top ranked firm, it shall terminate negotiations, and then proceed in order of ranking until a contract is reached or the JTA elects to terminate the Procurement.
- (b) If the JTA elects to use a competitive Proposal selection process for Construction Management firms, the JTA shall follow a Two-Step Process, commencing with a qualifications-based shortlist following the procedures outlined in Section (A)1 above. The JTA shall thereafter issue a Request for Proposal to the shortlisted CMs, setting forth the criteria and procedures by which all Proposals will be evaluated. These criteria may include but are not limited to, price components (such as pre-Construction Services fees, general conditions, and profit/fee and insurance rates), schedule, technical design aspects, pre-Construction Services plan, and project approach, and small and minority business participation goals. The basis of award, whether it be price-driven (i.e., Bids) or based on scoring of all criteria, shall be set forth in the RFP.

## **E. PUBLIC PRIVATE PARTNERSHIPS**

Public Private Partnerships, also known as “PPP” or “P3” in the industry, is a collaborative relationship between JTA and a private sector entity to develop and deliver design, build, finance, operate and maintain Services for a public project, as set forth and per the process in §349.22; and if §349.22 is not applicable, then §255.065 of the Florida Statutes applies.

#### 4. PROCUREMENT APPROVAL THRESHOLDS.

Procurements of Goods and Services and the letting of Contracts producing revenues to JTA shall be made by one of the methods set forth in Section 3 (unless excluded from this Rule under Section 1.2 herein). Once a Contract is executed by the CEO (or designee), the following individuals have authority to execute Purchase Orders, Change Orders, and work orders that fall within their approval authority as set forth below, including without limitation, the purchase of Goods or Services which are components of a larger-scale (approved) Procurement, all within the budget limitations applicable to such Procurements or as provided in this Rule. The following individuals may also renew Contracts in accordance with their terms and conditions (provided such renewal is within the scope of the original Procurement and subject to the same terms and conditions set forth in the initial Contract). Contract renewals shall not be effective until approved by the Director of Procurement and the Senior Vice President/Vice President of the User Department (or designees). To the extent authority is not specified herein to a JTA employee, such authority is vested solely in the Board of JTA.

The written approval of all the following JTA officers and employees shall be maintained in the Procurement file for the applicable Procurement, along with the Contract and Solicitation documents:

Procurements over \$325,000 require approval by the Board or as delegated by the Board. When a continuing Contract is approved by the Board, the Senior Vice President of System Development has authority to approve all work orders that fall within the scope and term of the Continuing Contract.

Procurements over \$250,000 and up to \$325,000 require approval of the CEO (or designee).

Procurements over \$100,000 and up to \$250,000 require approval of the Executive Vice President/Chief Administrative Officer (or designee).

Procurements between \$100,000 and under \$200,000 require approval of the Senior Vice President/Vice President of the User Department (or designee).

Procurements between \$10,000 and under \$100,000 require approval of the Assistant Vice President/Director of the User Department (or designee).

Procurements under \$10,000 require approval of the User Department's Manager; except that Procurements at or below \$5,000 may be approved by the Maintenance Supervisor or other Supervisor when allowed by the applicable Senior Vice President/Vice President.

Procurements of Inventory Parts up to and including \$20,000 require approval of the Inventory and Materials Manager. Procurements of Inventory Parts over \$20,000 require approval of the Inventory and Materials Manager, Director of

Maintenance, Senior Vice President/Chief Operating Officer, Chief Procurement Officer, and Senior Vice President/Chief Financial Officer and Chief Executive Officer.

For the purposes of this Section, the term “Procurement” includes all Amendments/Change Orders; except that Construction Change Orders may be approved by the Senior Vice President of the User Department (or designee) and are required to be reported monthly to the Board. If the value of a Change Order is unknown, the Board must approve of the Change Order.

In addition to the above approval thresholds, all Procurements that are funded by a grant also require the approval of the Assistant Vice President/Budget, Grants and Treasury, Controller and Chief Financial Officer.

## **5. GENERAL PROVISIONS APPLICABLE TO ALL PROCUREMENTS.**

### **5.1 Procurement Initiation.**

All Procurements shall be initiated by the User Department transmitting to the Contracts, Procurement and Inventory Department a Procurement Request Form describing the specific Goods or Services required, the requisition number, funding and grant information, if applicable, and the date by which such Goods or Services are needed. The Contracts, Procurement and Inventory Department shall coordinate with the User Department to determine the nature of the Solicitation, and shall assist in the preparation, Public Notice and distribution of the Solicitation documents.

### **5.2 Contents of Solicitation Documents.**

Each Solicitation shall contain an identifying number, the date of release, the date and time by which Responses are due, contact name for questions, and any other material determined necessary or convenient by JTA. In particular, and without limitation, adequate definition of the Services or Goods solicited shall be included, which states technical requirements for any materials, Goods or Services, to permit knowledgeable providers of such Goods or Services to have a fair understanding of JTA's needs and expectations for the Solicitation. Solicitation documents shall identify the criteria by which Bids or Proposals will be evaluated. Neither pre-submittal meetings nor post-submittal interviews are required for Solicitations unless set forth in the Solicitation documents, and the lack of such an opportunity to ask questions at a meeting or to provide further information concerning a Solicitation, Bid, Proposal, Bidder, or Proposer shall not constitute grounds for a protest of the Solicitation. All Solicitation documents must clearly state that it may be cancelled or postponed at any time, for any reason, without any liability to the JTA and shall notify all potential Bidders and Proposers that the JTA is subject to Florida's public records and sunshine laws as set forth in Florida Statutes Chapters 119 and 286.

5.3 Brand Name and/or Equal Specifications.

A 'brand name or equal' specification may be used only when the Senior Vice President/Vice President of the User Department (or designee) or Chief Procurement Officer or designee, determines that only the identified brand name(s) item(s) or equal specifications will satisfy JTA's needs or where Procurement for the subject good(s) has been standardized by a master Solicitation or other applicable procedures. When this determination is made, the salient characteristics of the commodity will be required in the Solicitation document. The Procurement Department shall seek to identify sources from which the designated brand name(s) item(s) can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. To ensure full and open competition, the specification should avoid stating only a "brand name" product without listing its salient characteristics and not allowing an "equal" product to be offered (one that matches or exceeds the identified salient characteristics).

5.4 Notice of Solicitation.

Public Notice of each Solicitation shall be given by JTA in such a manner as to provide a fair opportunity to all interested Bidders or Proposers. Public Notice may include posting on the JTA website, at the administrative offices of JTA, advertisement in a newspaper of general circulation in Duval County, Florida, or other means reasonably calculated to give notice to prospective Bidders or Proposers. Postings and advertisements shall contain the Solicitation number, a general description of the Goods and Services sought, and information sufficient to allow interested parties to obtain a complete copy of the Solicitation. Emergency Procurements are not subject to this provision. Potential Bidders or Proposers shall monitor JTA's website, posting board at its administrative offices and local newspapers for notices of Solicitations, and the failure of JTA to notify individually persons or Entities on a Supplier List, pre-qualified Bidder's list or DBE or SBE list maintained by JTA or otherwise shall not be grounds for protest of any Solicitation. In addition, Procurement of Construction Contracts exceeding \$200,000 shall be published in accordance with Florida Statutes §255.0525 or the applicable federal regulation, whichever is more stringent.

5.5 Cone of Silence.

From the date of the initial publication of this Solicitation until a Notice of Award is posted, all communication relating to this Solicitation shall be directed to the JTA Procurement staff that is identified in the Solicitation, except in communications at the pre-bid conference(s) and site tour(s), if any, where Procurement facilitates said events. All other communication to the JTA or any JTA employee, consultant or Board Member regarding this Solicitation is strictly prohibited, unless made in accordance with JTA's Solicitation and Award Protest Rule 004. The JTA Board of Directors has established a zero tolerance policy and the JTA will disqualify any Bidder or Proposer who makes or causes to be made, directly or indirectly, any improper communication. Nothing contained in this paragraph prohibits JTA Procurement personnel from initiating contact with a Bidder or Proposer and subsequent communication related thereto for the purpose of obtaining additional information that is relevant to the Solicitation.

5.6 Bid Bond/ Proposal Bond/ Deposit/Payment Bond/Performance Bond.

JTA may require a Bid Bond, Proposal Bond, or a Deposit on any Solicitation, to ensure that the successful Bidder or Proposer, if any, honors its Bid or Proposal and enters into a Contract with JTA. JTA may require a Payment Bond or a Performance Bond (or both) on any Solicitation.

For **Federally funded** Construction or facility improvement Contracts or subcontracts estimated to exceed the federal simplified acquisition threshold, the following security is required:

- (1) A Bid Bond, Proposal Bond, or a Bid Deposit of at least 5% of the Bid or Proposal price, and
- (2) A Payment and Performance Bond equal to the Contract value.

For **not Federally funded** Construction or repair Contracts:

- (1) A Payment and Performance Bond will be required only when the Contract is estimated to exceed \$200,000. In those cases, the amount of the bonds shall equal the Contract price, except when the Contract price exceeds \$250 million, the JTA will set the amount of the bond at the largest amount reasonably available, but not less than \$250 million.

5.7 Local Business Preference.

For Contracts that are exclusively funded with the Local Option Gas Tax (LOGT), the JTA will evaluate each Contract for reasonable and tailored means to maximize Local Business opportunities. Local Business is defined as a Prime Contractor whose business is headquartered in the five (5) County area of Duval, Baker, Clay, Nassau and St. John's. For those Procurements, the Solicitation (i.e., in the ITB/RFP/RFQ) may include any Local Business preference allowed by law. Some examples of Local Business preferences include:

- 5.7.1 Sealed Bids. For Construction Contracts that are awarded based upon the lowest responsive Bid or where price is a factor, a Local Business may receive a 5 percent pricing preference provided that Local Business Verification form is submitted at the time of Bid. [For example, if a non-Local Business submitted Bid of \$96,000 and the lowest, responsive Local Business Bid was \$100,000, the Bid from the Local Business would be considered \$95,000. The Contract amount would remain \$100,000.]
- 5.7.2 Qualifications-Based and RFPs. For qualifications-based and RFP Procurements, up to a maximum of five (5) points may be given to a Local Business, in accordance with Florida Statutes that allow location to be one factor for consideration. (See Fla. Stat. §287.103 and §287.055).
- 5.7.3 For Two-Step Procurements, a combination of both methods above may be used.

5.7.4 When Bids or Proposals are tied between a Local Business and an entity that is not a Local Business, the Local Business will be recommended for Award.

Nothing in this Section alters the application of the DBE Program for Federally funded Procurements. All other Solicitations (i.e., federally funded and/or state-funded Contracts) shall include a clear statement that the Local Business preference does not apply.

5.8 Pre-Qualification.

JTA may establish pre-qualification procedures and policies for one or more categories of Services needed by it from time to time or may set forth the same in a Solicitation. In addition, JTA may require Bidders or Proposers to be pre-qualified in accordance with rules and regulations of the Florida Department of Transportation. When federal funds are anticipated for the Contract, the prequalification period will remain open until the Bid or Proposal submission deadline, in accordance with applicable federal regulations.

5.9 Response Opening: Posting of Responses.

JTA shall receive and publicly open all Bids and Proposals at its main administrative offices as provided in the Solicitation, unless JTA determines to terminate the Solicitation prior to opening or otherwise exempt under Florida's PublicRecords laws. At the opening, the Procurement Department shall make a preliminary finding as to the completeness of each Bid or Proposal, which preliminary finding shall not limit the right of JTA to determine at any time that a Bid or Proposal is not responsive or that a Bidder or Proposer is not responsible as to the Solicitation. As soon as possible, the Procurement Department shall forward copies of all Bids and Proposals (other than those determined incomplete by the Procurement Department) to the DBE Program office for a finding as to compliance with the DBE aspects of the Solicitation. In each case, the determinations of the Procurement Department and DBE Program office shall be forwarded to the Bid Committee or Technical Evaluation Team, as applicable. At any time, the JTA retains its discretion to terminate the Solicitation for any reason, without liability.

All postings required by this Rule shall occur at the main administration offices of JTA.

5.10 Response Evaluation and Recommendation.

In the case of Procurements under Sections 3.1 (Competitive Sealed Bids), after reviewing each Bid, the AVP Small Business and Community Impact shall notify the Procurement Department, in writing whether any Bidder is non-compliant with the DBE provisions. The Procurement Department will review each Bid to determine if it is indeed responsive. The Procurement Department will then complete the tabulation sheet and submit it to the Bid Committee. The Bid Committee members shall promptly review the Bids and make a determination of responsiveness and responsibility for each Bid and approve the Bid tabulation summary that reflects all Responsive, Responsible Bidders. If the apparent successful Bid exceeds \$325,000 the matter of Bid Award shall be reviewed by the PRC. Upon concurrence by the PRC, if applicable, the Procurement

Department shall post a Notice of Intent to Award that includes the Bid tabulation summary, and the matter shall be referred to the Board. Before posting the Notice of Intent to Award, the Procurement Department may request the apparent successful Bidder confirm in writing that its Bid is correct and that it intends to proceed if an Award is made. The Procurement Department shall then deliver a copy of any written findings to the applicable Bidder that their submitted Bid was deemed not Responsive or Responsible. On FHWA-funded Contracts, the JTA shall obtain FHWA concurrence before the Award is made to the next lowest Bidder and the apparent low Bidder is declared non-responsive or not responsible.

For all other procurements, the Procurement Department shall promptly review the Proposals for responsiveness and responsibility issues.

Upon a determination by the Procurement Department that any Proposal is not Responsive, the Procurement Department shall document its findings, which shall be part of the Procurement records for the Solicitation and submitted to the Technical Evaluation Team for review and approval. All other Proposals shall be evaluated and ranked by the Technical Evaluation Team in accordance with the applicable Solicitation documents. If the Contract is anticipated to exceed \$325,000, the PRC shall review the ranking. If the PRC does not approve the ranking for any reason, the PRC may send the matter back to the Technical Evaluation Team for further action or re-rank the Proposers, as long as the criteria set forth in the Solicitation are followed. After PRC approval, if applicable, the Chief Procurement Officer (or designee) shall post a Notice of Intent to Award that includes the ranking of all Responsive, Responsible Proposers, and the matter of Award shall be referred to the Board. The Board may approve the Award, reject all Proposals, cancel or suspend the Solicitation, evaluate and rank the Proposers using the criteria set forth in the Solicitation or take any reasonable action in its best interest. The Procurement staff shall then deliver to the applicable Proposer a copy of any written findings that its Proposal was not Responsive, or it failed to meet the minimum responsibility criteria set forth in the Solicitation.

#### 5.11 Determinations of Responsiveness and Responsibility.

All determinations of responsiveness and responsibility shall be in writing and kept as part of the record of such Solicitation. All responses must be determined to be responsive. Determinations of responsibility are only required for Procurements that exceed the Micro-Purchase threshold. A Bidder or Proposer may be determined non-responsible for, among other reasons and without limitation, failing to meet the requirements of the Solicitation for qualifications, experience requirements, licensing, or another mandatory criteria. The unreasonable failure of a Bidder or Proposer to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Bidder or Proposer

#### 5.12 Background Checks and Investigations.

Submission by any person or Entity of a Bid, Proposal or other response to a Solicitation constitutes consent by such person or Entity to background checks,



investigations, reference checks, or other inquiries by JTA.

5.13 Modifications or Withdrawal of Responses; Errors in Responses.

A modification of a Bid or Proposal already received by JTA will be considered only if the modification is received prior to the deadline announced for receipt. All modifications shall be made in writing, executed and submitted in the same form and manner as the original Bid or Proposal. Modifications submitted by telephone, telegraph or facsimile will not be considered. Bidders and Proposers are expected to fully inform themselves as to the conditions, requirements and specifications of the Solicitation before submitting Bids and Proposals; failure to do so will be at the Bidder's and Proposer's own risk. The JTA reserves the right to request additional information or seek clarification of a Bid or Proposal during the evaluation process.

When the Two-Step Procurement or Qualifications-Based methods are used, the JTA may allow a Proposer to supplement or make revisions to the technical Proposal or qualifications statement during the interview, if any, or otherwise upon request by the JTA.

5.14 Minor Irregularities; Rejection of All Bids.

JTA may waive minor flaws, omissions or inconsistencies in any Response, including without limitation Proposals that exceed by a few pages a maximum page count, pages out of order, typographical errors, failure of a Bidder or Proposer to sign Addenda to a Solicitation where there is evidence of receipt, and the like. The term 'minor irregularities' does not include, among other things, an untimely Bid or Proposal, or failure to sign the Price Proposal, required certifications or Bid sheet (unless there is other evidence that the Bidder/Proposer is bound to the Bid/Proposal). JTA may correct obvious mathematical errors when it is reasonably clear what was intended by the Bidder. JTA may reject all Bids or Proposals at any time prior to Award, as deemed in the best interests of the JTA in its sole discretion.

5.15 Tied Bids.

In the event of a tie in Bids, Proposals, scoring, or ranking, unless otherwise stated in the Solicitation, JTA will resolve the tie in favor of a Local Business, if the Local Business Preference applies, or will draw lots to determine the selected Bid or Proposal, or JTA may determine to reject all Bids or Proposals.

5.16 Best and Final Offers (BAFO).

JTA may conduct discussions and request best and final offers (BAFO) from all Shortlisted Responsive, Responsible Proposers in a Two-Step Procurement or all Responsive, Responsible Proposers to an RFP to ensure a comprehensive understanding of the Proposals and the Solicitation documents and as a means of allowing Proposal clarifications and making reasonable modifications to the scope of work. In those Procurements, BAFOs must be received within 30 days of the original Proposal, unless otherwise stated in the Solicitation, and the Technical Evaluation Team will rank (or re-rank, if applicable) the Proposers after the final BAFO. The final ranking is subject to PRC approval and Board approval (when the Contract exceeds

\$325,000); however, separate Board approval is not required before conducting discussions or soliciting BAFOs. In conducting discussions, all remaining Proposers shall be treated equally and there shall be no exchange of information regarding the content of competing Proposals. No discussions or requesting of BAFOs will occur when the Competitive Sealed Bid Procurement method is used for Construction Contracts funded by the FTA, FHWA, or FDOT, unless there has been prior approval of the applicable funding agency.

5.17 Alternative Technical Concepts.

In all Procurements other than Competitive Sealed Bids, Proposers are encouraged to submit alternative technical concepts (ATC) that may reduce the schedule or cost of any Project, unless otherwise prohibited in the Solicitation. If an ATC is acceptable to the JTA, it will issue an Addendum that sets forth any changes to the scope or work or terms and any options that will be considered. The JTA, in its sole discretion, reserves the right to not consider ATCs, to extend the submission dates or otherwise modify or terminate the Solicitation. Responses that include ATCs that have not been issued in an Addendum will be rejected as non-responsive.

5.18 Postponement or Termination of Solicitation.

Any Solicitation may be (i) postponed by JTA as determined in the best interest of JTA, or (ii) cancelled or terminated by JTA as determined in the best interest of JTA, such determination may be made by the CEO, Chief Procurement Officer or the JTA Board. Determinations under this Section shall be made in writing and kept as part of the record of such Solicitation.

5.19 Approval of Award.

JTA's approval of the Award will be evidenced solely by the execution and delivery by an authorized officer of JTA of a final Contract following all necessary approvals as provided in this rule. No other act or communication (including without limitation the posting of Responses or ranking of Proposals) of JTA shall constitute acceptance of a Bid or Proposal. JTA has no liability for costs or expenses, or damages of any kind, in connection with a Solicitation or submission of a De, Proposal, or other response thereto except (i) as otherwise expressly set forth in the Solicitation materials, or (ii) in connection with JTA's obligations as set forth in a Contract with such Respondent executed and delivered by a duly authorized officer of JTA.

5.20 Contract Assessments; Contract Incentives.

Upon approval by the Chief Procurement Officer, a JTA Contract may include terms that adjust compensation (through assessments, incentives, liquidated damages and other Contract terms) to a Contractor based upon the Contractor's performance.

5.21 Records of Procurements.

The Contracts, Procurement and Inventory Department shall maintain records of all

Procurements by JTA, which records shall contain the method of Procurement, advertisement and website posting materials (including dates on which advertisements and postings were made), Solicitation materials (if any), notes of telephone quotes where applicable, communications from Bidders or Proposers, including Bids, Proposals, minutes of any Technical Evaluation Team meetings, Bid tabulations and Proposal rankings, materials provided by Proposers at interviews or presentations, findings of non-responsiveness or non-responsibility, and final Contracts or other ultimate Solicitation materials (such as determinations of postponements or terminations). In addition, the Contracts and Procurement Department shall maintain records of all protest proceedings, all Emergency Procurements and all other records expressly identified herein to be maintained in connection with a Solicitation or Procurement.

6. UNSOLICITED PROPOSALS.

Each person or Entity desiring to deliver an Unsolicited Proposal to JTA shall deliver at least four (4) copies thereof, together with an administrative fee of \$25,000. Such administrative fee shall be used by JTA to defray the costs (including costs allocable to staff time and in-house out-of-pocket expenses) of review of the Unsolicited Proposal, in the reasonable determination of JTA. The Proposer shall remain liable to the JTA for any additional costs and expenses incurred by the JTA for its review and analysis. The administrative fee is non-refundable, unless JTA elects not to undertake any review of the Unsolicited Proposal. In the event that the Contracts and Procurement Department (in conjunction with other applicable departments) determines that the project described in the Unsolicited Proposal is in the best interests of the public and the JTA and complies with the requirements of Florida Statutes §349.22 (or §287.05712, if applicable), then the Contracts and Procurement Department shall prepare a memorandum to a Technical Evaluation Team for its review and submission to the Board of the JTA recommending that the Contracts and Procurement Department cause to be advertised notice to the public of JTA's intent to negotiate a Contract for the project and publish a Solicitation for the similar scope of project or purpose. Upon approval by the Board, such Solicitation shall be published in a newspaper of general circulation in Duval County, in the Florida Administrative Register (and such other publications as the JTA may determine) at least once a week for 2 weeks stating that it has received the Unsolicited Proposal, describing such Proposal, and stating that JTA will accept, for 60 days after the initial date of publication, other Proposals for the same purpose. In addition, with respect to Unsolicited Proposals for public-private transportation facilities, JTA shall follow the requirements of Florida Statute Chapter 349, for public-private-partnerships not covered by Florida Statutes §349.22, JTA will follow §287.057.12 and §287.055, if applicable. No compensation of any kind shall be paid to the Proposer of an Unsolicited Proposal except in accordance with a fully executed Contract, whether or not the Board approves the issuance of public Solicitation, and whether or not a Solicitation similar in scope or purpose is later prepared by JTA. No preference shall be granted to a Proposer submitting an Unsolicited Proposal.