

**C O N T R A C T  
B E T W E E N  
J A C K S O N V I L L E A V I A T I O N A U T H O R I T Y  
A N D  
O X F O R D A I R P O R T T E C H N I C A L S E R V I C E S**

**THIS CONTRACT**, is executed this 28 day of February, 2020 by and between JACKSONVILLE AVIATION AUTHORITY, (JAA or AUTHORITY), and OXFORD AIRPORT TECHNICAL SERVICES (“CONTRACTOR”) with its principal office located at 474 Meacham Avenue, Elmont, NY 11103.

**WITNESSETH**

That for the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. JAA issued an Invitation to Bid (ITB) No. 20-04-45123 in order to procure a firm licensed, qualified and interested in providing Jetway Passenger Boarding Bridge Repair and Preventative Maintenance Service.
2. Contractor submitted its proposal to JAA representing that is capable of providing the necessary services as required by the ITB.
3. Contractor has been selected by JAA as the most qualified to provide the requested service.
4. JAA hereby engages Contractor for the potential performance of the services set forth in the Scope of Services, for which services Contractor will submit quotes and related documents for JAA's review, approval and acceptance on a project-by-project basis. Contractor will not begin or provide any of the services contemplated under this Contract until such time as it receives a written approval and notice to proceed from JAA. This Contract is a requirements contract, under which JAA does not guarantee Contractor will perform any services or projects.

Requests for quotes and services under this Contract will only be made when JAA identifies a need. The services shall be done strictly in accordance with this Contract, the ITB, and all addendums to the ITB (incorporated by reference) and Company’s proposal (incorporated by reference), (collectively, the “Contract Documents”), and, with respect to non-discriminatory laws, statutes and authorities, the Parties incorporate the attached **Appendix “A.”** All of the documents referenced herein are hereby specifically made a part hereof to the same extent as if fully set forth herein.

5. The term of this Contract shall commence on April 1, 2020 and terminate on March 31, 2023, with an option to renew for up to two additional years at the sole discretion of JAA and based on vendor performance, annual approved budgeted funds and adherence to all terms and conditions of the Contract Documents.
  
6. This is a requirements contract under which Contractor will not perform any work until such time as JAA identifies a need and requests and approves in writing a proposal from Contractor for the same. For any and all projects on which Contractor submits a proposal and receives written notice/approval from JAA to proceed with the same, Contractor shall be compensated as set forth herein and pursuant to the specific project scope of services and Contractor’s proposed rates, as may be negotiated between and mutual agreed upon by the Parties. The parties have agreed to the following annual compensation schedule:

<b>CONTRACT TERM</b>	<b>CONTRACT AMOUNT</b>	<b>ADDITIONAL SERVICES – HOURLY RATE</b>
April 1, 2020 – March 31, 2021	\$432,626.00	\$72.00
April 1, 2021 – March 31, 2022	\$439,115.00	\$72.00
April 1, 2022 – March 31, 2023	\$445,700.00	\$72.00

April 1, 2023 – March 31, 2024	\$452,385.00	\$72.00
April 1, 2024 – March 31, 2025	\$459,170.00	\$72.00

7. Nothing in this Contract shall be construed as making Contractor an employee, servant or agent of JAA. Contractor shall pursue the Scope of Services under this Contract as an independent contractor, and shall be solely responsible for the method, manner and means to be utilized in performing the Scope of Service, including but not limited to the supervision and compensation of its own personnel.
8. This Contract may be terminated for convenience by the Authority whenever the Authority determines that such termination is in the best interest of the Authority. Such termination will be effected by a 30 day written notice to the Contractor stating the date upon which the termination shall become effective.
9. Unsatisfactory performance by the Contractor may result in immediate cancellation of this Contract.
10. Termination of this Contract in accordance with its agreed termination provisions will not give rise to any claims of improper termination, termination in bad faith, or the like or to the payment of any compensation, recoupment of expenditures made by Contractor pursuant to this Agreement, or the like predicted in such termination. This Contract is always subject to availability of budgeted funds.
11. The Authority may give the Contractor written notice that there is a material breach of the contract or a written notice to discontinue some or all services under the Contract in the event that:
  - a) The Contractor assigns or subcontracts the Scope of Services without prior written permission;

- b) Any petition is filed or any proceeding is commenced by or against the Contractor for relief under any bankruptcy or insolvency laws;
- c) A receiver is appointed for the Contractor's properties or the Contractor commits any act of insolvency (however evidenced);
- d) The Contractor makes an assignment for the benefit of creditors;
- e) The Contractor suspends the operation of a substantial portion of its business;
- f) The Contractor suspends the whole or any part of the Scope of Services to the extent that it impacts the Contractor's ability to meet the Scope of Services schedule, or the Contractor abandons the whole or any part of the Scope of Services;
- g) The Contractor, at any time, violates any of the conditions or provisions of this or any Contract that the Contractor has with the Authority, or fails to perform as specified or is not complying under the same;
- h) The Contractor attempts to willfully impose upon the Authority items or workmanship that are in the Authority's sole opinion, defective or of unacceptable quality;
- i) The Contractor breaches any of the representations or warranties;
- j) The Contractor is determined, in the Authority's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to the Authority;
- k) There is any material change in the financial or business condition of the Contractor.

12. This Contract constitutes the entire agreement between the parties hereto for the Scope of Services to be performed and furnished by the Contractor hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any

of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

**13. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS, CONTACT JAA'S CUSTODIAN OF PUBLIC RECORDS:**

**Michael Stewart, Director of External Affairs  
14201 Pecan Park Road  
Jacksonville, Florida 32218  
904.741.2721**

14. Any notice required to be served under this Contract shall be sent by certified mail, return receipt requested to the following:

For the Authority:

Jacksonville Aviation Authority  
14201 Pecan Park Road  
Jacksonville, Florida 32218  
Attn: Devin Reed, Director, Procurement

For the Contractor:

Oxford Airport Technical Services  
474 Meacham Avenue  
Elmont, NY 11003  
Attn: Keith Dalia, Chief Operating Officer

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**SIGNATURE LINES FOLLOW**

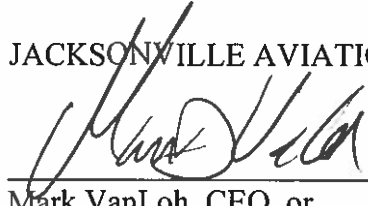
IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, in duplicate, the day and year first above written.

Attest:



Devin J. Reed  
Director of Procurement

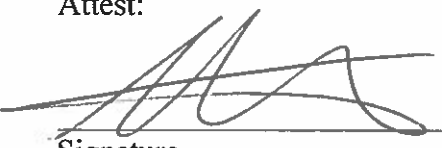
JACKSONVILLE AVIATION AUTHORITY



Mark VanLoh, CEO, or  
His Designee

(Designee's Name and Title, if applicable)

Attest:



Signature

Christopher Pepechristou  
Print Name

Vice President - Engineering  
Title

OXFORD AIRPORT TECHNICAL SERVICES



Signature

Keith Dal'A  
Print Name

Chief Operating Officer  
Title

Approved as to form and legality for the  
Use of the Jacksonville Aviation Authority.



Debra A. Braga, Chief Legal Officer

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## APPENDIX A

### REQUIRED TITLE VI PROVISIONS FOR CONTRACTORS:

1. **Civil Rights – 49 USC § 47123:** Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor and subtier contractors from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
  
2. **Nondiscrimination:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, the Contractor, for itself, subcontractors, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree not to participate directly or indirectly in discriminatory activity or any kind and that no person on the ground of race, color, or national origin, will be subjected to discrimination in the execution of this Agreement, including employment practices (see Appendix B of 49 CFR Part 21). With respect to the Agreement, in the event of breach of the above nondiscrimination covenant, the Authority will have the right to terminate the Agreement and to pursue should remedies against Contractor as may be permitted by applicable law.
  
3. **Title VI and Related Law Compliance:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, Contractor, for itself, subcontractors, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, including but not limited to:
  - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-

Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. **Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.**: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the above-referenced statute and regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
  
5. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work required under this Agreement, to be performed under a subcontract, which also includes procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, creed, color, national origin, sex, age, or disability. Contractor will incorporate this Agreement (the Prime Contract) into its subcontract agreements, such that its subcontractors are obligated to Contractor to the same extent Contractor is obligated to JAA under the Prime Contract. However, nothing contained in the Prime Contract creates any contractual relationship between Subcontractor and JAA. Contractor's subcontract agreements shall require its subcontractors to generally agree to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended, as well as those non-discrimination statutes and authorities listed in Paragraph 3, above. For purposes of compliance with this section, Contractor shall furnish documented proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with the above.
  
6. **Occupational Safety and Health Act of 1970 – 20 CFR Part 1910:** All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its sub-Contractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
  
7. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession



of another who fails or refuses to furnish the information, the Contractor will so certify to JAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

8. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, JAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) Withholding payments to the Contractor under the contract until the Contractor complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in part.
  
9. **Incorporation of Provisions:** The Contractor will: (i) include the above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto; and (ii) take action with respect to any subcontract or procurement as JAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request JAA to enter into any litigation to protect the interests of JAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
  
10. **Veteran's Preference:** In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

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# EXHIBIT "A"

## ARTICLE III – SCOPE OF SERVICES

### 3.01 GENERAL OVERVIEW

JAA owns and operates the Jacksonville Airport System which consists of the Jacksonville International Airport serving the commercial passenger and air cargo aviation needs of Northeast Florida and Southeast Georgia; Jacksonville Executive at Craig Airport, serving corporate and general aviation; Herlong Recreational Airport, serving the recreational and sport flyer; and Cecil Airport, ideally suited for major aircraft maintenance, repair and overhaul.

As the owner and operator, JAA desires to select a company to provide Jetway Passenger Boarding Bridge Repair and Preventative Maintenance Services.

#### The equipment to be serviced under this Contract includes:

- a. 20 Jetway Passenger Boarding Bridges
- b. Associated ground power equipment to each bridge
- c. Associated Pre-Conditioned Air Units (PCA) in each bridge
- d. Associated Mobile Pre-Conditioned Air Units
- e. Associated Ground Power Unit
- f. Associated potable water cabinets

### 3.02 SCOPE OF SERVICES

The Contractor shall perform periodic (quarterly, semi-annual and annual) and other routine inspections, maintenance and general repairs during designated hours of the equipment in accordance with procedures and recommendations of the equipment manufacturer. Contractor shall have site manager and certified technicians located on-site 24/7 365 days per year.

The Contractor shall also perform three (3) year or other long-term routine inspections/preventative maintenance of the equipment listed above per the manufacturer requirements (**Exhibit B**). The services required in this section shall be collectively referred to as Basic Services and be performed in this order:

1. Annual Inspection
  2. Quarterly Inspection
  3. Semi-Annual Inspection
  4. Repair services 24/7 365 days per year
- A. Periodic inspections and maintenance: At the time of the inspections, the Contractor shall perform, in addition to regular preventative maintenance recommended by the manufacturer, routine maintenance and correct any deficiencies found during the inspections including, but not limited to replacement of indicator lights, attachment or adjustment of baseboards, replacement of wear strips, resetting of moldings, curtains, slats, and doors in tracks, tightening of all hardware fastenings, cleaning of gutters and drains, adjustment of attachments to buildings, checking of ground power cable, cable retractor, and jet packs to minimize damage to ground power, and resetting of override limits. Furnish labor only to correct any deficiencies found during the inspections including, but not limited to replacement of light bulbs, lenses, light tubes, ballasts, sockets, and lamps holders (JAA will furnish replacement supplies and materials).
- B. Manuals, checklists and reports: The Contractor shall obtain from the equipment manufacturer current operating and maintenance manuals for each type of equipment covered under this Contract within 10 business days of the award of this Contract. The Contractor shall develop and submit to the JAA custom forms, checklists, and written maintenance procedures and a complete yearly maintenance schedule including dates or week number of major inspections and maintenance for each type of equipment covered under this Contract. The Contractor shall submit written reports within 10 business days after each and every

periodic inspection and service to the JAA's Facilities Special Projects & Contract Manager. The written reports will include an itemized estimate to perform any additional service or maintenance not covered under this Contract. No "non-contract work" will be performed on any passenger loading bridge unless authorized by the JAA Facilities Special Projects & Contract Manager.

- C. **Hours of Service:** The Contractor shall be responsible for scheduling personnel on-site for service calls 24 hours per day and seven days per week. Routine inspections and preventative maintenance shall be performed during off-peak hours. All work must be scheduled in advance through the JAA Facilities Special Projects & Contract Manager. Passenger bridges shall be out of service only minimal periods of time. The Contractor shall perform preventative maintenance and repairs so that no more than one (1) bridge at a time shall be out of service at any one time.
- D. **Adjustment in Scope of Basic Services:** The JAA may in its sole discretion, adjust the scope of the basic services of all equipment covered under Basic Services.
- E. **The Contractor shall perform repair services immediately upon notification.** The parties agree that the Contractor's failure to provide such repair services in 10 minutes or less will result in damages which are difficult to ascertain in light of the operations, scheduling and public service factors. Therefore, in the event that the Contractor fails to respond immediately to requests for repair service, this failure to respond is just cause for cancellation of this Contract. Contractor shall have a site manager and certified technicians on-site 24/7 365 days a year.

### **3.03 ADDITIONAL SERVICES**

The Contractor shall provide additional services and/or personnel as requested by the JAA. Additional services are defined as those services or repair items which are over and above the Basic Services listed above, including ordering specific single occurrences repairs for equipment other than that listed above or requested as an adjustment in Basic Services. Additional services shall be pre-approved by the JAA Facilities Special Projects & Contract Manager and in cases of emergency when the representative is not available, by the Operations Manager, and signed for upon completion by the Airport Operation Control Center. Additional services shall be billed at the hourly rate provided in this Contract.

The JAA reserves the right to award additional services such as carpet, painting and rubber repair and replacement services of the passenger boarding bridges to the Contractor. In such cases the JAA will request a quote for the above services to include the hourly rate provided in this Contract and inclusive of material and equipment cost. If services are awarded to the Contractor a separate purchase order will be issued for services.

### **3.04 TRAINING PROGRAM**

The Contractor shall design and provide a training program for operators of the passenger bridges in order that they shall be able to operate the equipment safely and minimize damage to the equipment. The Contractor shall conduct training sessions at the request of the JAA or an Airline on an as needed basis. The Contractor shall conduct training sessions monthly at times convenient to the Contractor at no cost for JAA employees, airlines and airport service companies directly. Training for the Contractor's employees shall be at the Contractor's sole cost and expense.

### **3.05 SERVICES OUTSIDE OF NORMAL SCOPE OF WORK**

The Authority may request that the Contractor perform emergency services which are outside the scope of this ITB. The Contractor shall provide a proposal which includes all costs to the Authority for review and approval prior to beginning any work. The Contractor must obtain oral or written authorization from JAA personnel to perform emergency services. The Contractor must document the date, time and full name of the JAA personnel that authorized the work to be performed. This documentation must be submitted along with the invoice for payment of services.

### **3.06 MATERIALS AND SUPPLIES**

The Contractor shall at all times have sufficient supply of parts on hand to make the routine repairs likely to be required during quarterly inspections. The Contractor shall furnish all parts, lubricants, specialized equipment and supplies for Basic Services, the payment for which is included in the Annual Routine Services cost set forth within this Contract.

Routine service items, includes but is not limited to, lubricants, bulbs, grease, nuts, bolts, carpet padding, cables, bearing, hinges, paint, paint brushes, and any other parts that are used on a frequent basis when performing the general maintenance of the Passenger Board Bridges

The JAA will pay no more than manufacture list price for parts, plus shipping and a markup of five percent for parts, material and supplies. Invoicing for parts must detail manufacture list price, any applicable discounts, mark-up and final price in separate columns. Additionally, invoicing must specify which JetBridge received billed parts.

### **3.07 SERVICE GUARANTEE**

The Contractor shall guarantee its work for a minimum period of 90 days. If a repair performed by the Contractor shall fail within 90 days, the Contractor shall promptly repair the same at no additional cost to the JAA. The Contractor shall be responsible for secondary and / or consequential damage caused by failed repairs.

### **3.08 QUALITY OF SERVICE**

The Contractor shall perform all operations hereunder in a manner conforming to the highest standard of performance recognized by custom and usage in the industry. All work shall be performed in strict accordance with all rules, regulations, standards, codes, ordinances, or laws of local, State and Federal authorities having lawful jurisdiction. The Contractor shall be responsible for compliance therewith. Such authorities include, but are not limited to, the following:

- a. Associated Factory Mutual Fire Ins. Co.
- b. Florida State Building Code
- c. Florida Electrical Code
- d. National Life Safety Code
- e. Federal Aviation Administration
- f. National Board of Fire Underwriters
- g. National Bureau of Standards
- h. National Fire Protection Association
- i. Occupational Safety and Health Administration
- j. Underwriter's Laboratories

The Contractor shall give each appropriate authority all requisite notices and secure and pay all permits, licenses, inspections and certificates related to the work.

All work performed and all equipment and materials furnished and / or installed shall be in accordance with all standards as specified by the manufacturer. All standards shall be of the latest edition.

All replacements parts, equipment, materials, lubricants, and supplies furnished by the Contractor shall be original equipment or products specified by the manufacturer.

### **3.09 ON-SITE MANAGEMENT & SUPERVISION BY CONTRACTOR**

The Contractor shall provide a full-time, on-site Manager, who shall be responsible for the competent and complete performance of all work under this Contract, and said Manager or his designated, qualified representative shall make sufficient inspections to ensure that the work is performed as specified. The Manager shall be in charge of and have overall responsibility for the work to be performed by the Contractor under this Contract, on a twenty-four (24) hour basis. Contractor shall have certified technicians located on-site 24/7 365 days per year. Close coordination concerning any Contract matters shall be maintained through meeting with the JAA Facilities Special Projects & Contract Manager.

### **3.10 UNIFORMS**

The Contractor shall provide for its personnel all necessary distinctive uniforms (shirt and pants) including inclement weather gear and identification badges or woven identification insignia. The type and style shall be subject to the prior and continuing approval of the JAA. The Contractor's employees and those of any subcontractor shall wear these uniforms and identification badges or insignia at all times while performing the operations hereunder. The Contractor agrees that its employees will present a neat, clean and orderly appearance at all times and that it shall supply its employees with sufficient uniforms to comply with said requirements.

### **3.11 EAR PROTECTION**

Noise levels on the Airport Operations Area may exceed 65 decibels (db). When required by Section 5096 (b) of the General Industry Safety Orders, ear protection shall be provided to the employee by the Contractor and the Contractor shall require employees to wear the ear protection.

### **3.12 CONTRACTOR AND SUBCONTRACTOR EMPLOYEES VEHICLE PARKING**

The JAA shall permit the Contractor and its personnel during the effective period of the Contract to purchase parking pass cards and to park motor vehicles used by it exclusively in its operations hereunder in the designated airport employee parking lots. The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the JAA for the safety and convenience of persons who park automotive vehicles and the Contractor shall also comply to time and at any time by the JAA. The JAA shall have no responsibility of any kind whatsoever including, without limitation thereto, the loss, theft, destruction, or damage to said vehicle or any contents therein, in connection with the permission granted to the Contractor to park its motor vehicles. No other rights or privileges in connection with parking of motor vehicles at the JAA are or shall be deemed to be granted to the Contractor under this Contract.

### **3.13 CONDITION SURVEY OF EQUIPMENT**

At commencement of the term of the Contract, an authorized representative of the JAA, and an authorized representative of the Contractor will perform a condition survey of all equipment covered under this Contract to determine the present condition of the equipment and to identify and reconditioning or remedial work required to bring the equipment to an acceptable condition for maintenance. The Contractor and the representative of JAA shall prepare and sign a written report of this condition survey.

### **3.14 CONTRACT**

Respondent must specify if JAA's Contract is acceptable (Exhibit C). Respondents shall acknowledge acceptance of the Contract on the Proposal Form or by acquiescence through submitting a proposal in response to this solicitation. All noted exceptions to the Contract and all other documents that will need to be executed by JAA must be submitted with the Respondent's proposal.

In the event JAA's Contract is not acceptable, Respondent must submit a written request to have any and all contract provisions or requirements herein addressed pursuant to section 1.06 above.

### **3.15 PERFORMANCE MEETINGS**

If requested by JAA, the Contractor is required to attend performance meetings that will be held at a time and place to be designated by the JAA. The intention of this meeting is to provide a forum for the JAA and the Contractor to identify areas of concern so they can be resolved in a timely manner.

### **3.16 PERFORMANCE STANDARDS**

The standards by which the Contractor's performance will be evaluated are set forth as stated below. The Contractor's failure to meet and maintain these standards, after receipt of written notice to correct such deficiencies, immediately may result in the following or termination of the Contract.

- a. **Late Response Violation Emergency Services** – To a callback and emergency service request, this would apply, for example but is not limited to, if the technician acknowledged a service call by radio or telephone, but did not respond to the location within the required 10 minutes for emergency response time shall be subject to a deduction of \$250 per violation, per occurrence.
- b. **Cleanliness of Area(s)** – The Contractor's failure to maintain a clean work area, shall be subject to a deduction of \$250 per violation, per occurrence.
- c. **Service Level Expectations** – To a callback for the same service request within seven (7) days shall be subject to a deduction of \$250 per violation, per occurrence.

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ARTICLE IV-- BID FORM

Respondent's Name: Oxford Electronics Inc. d/b/a Oxford Airport Technical Services

(Page 1 of 2)

CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED

RESPONDENT SHALL SUBMIT ONE (1) ORIGINAL COPY (CLEARLY MARKED "ORIGINAL"), ONE (1) USB FLASH DRIVE OR COMPACT DISK ("CD") AND TWO (2) COPIES (EACH CLEARLY MARKED "COPY"). ENVELOPE ONE SHOULD BE LABELED "ORIGINAL AND FLASH DRIVE" AND ENVELOPE TWO SHOULD BE LABELED "COPIES".

The following checklist is provided for convenience. The Respondent is responsible for carefully reviewing the submittal requirements in the ITB and submits all information requested. In order for JAA to consider the qualifications of Respondents for this Project, each Respondent must provide written documentation that it meets the following Mandatory Minimum Qualifications:

- A. **Company Experience** – Respondent must provide a narrative paragraph to demonstrate evidence of a minimum of 10 years' experience in Jetway Passenger Boarding Bridge Repair and Preventative Maintenance Services prior to the proposal opening. (MANDATORY - PASS/FAIL)
- B. **Site Manager and Technicians Experience** – The designated site manager must have a minimum of ten years demonstrated experience and at least five technicians must have a minimum of five years demonstrated experience prior to the proposal opening managing Jetway passenger boarding bridges and/or coordinating the required maintenance on passenger boarding bridges. Site manager and at least five technicians assigned to this contract shall each submit a resume that details jetway maintenance and repair. Resume shall highlight any applicable certifications and/or licenses related to scope of services. (MANDATORY - PASS/FAIL)
- C. **References** – Respondent must submit three references for which Respondent has successfully completed or under contract as the Primary Contractor for Jetway Passenger Boarding Bridge Repair and Preventative Maintenance Services within the last ten years. Must include contact name and telephone number, provide the date services were performed, the number of bridges serviced and the manufacturer of the bridges. JAA staff cannot be used as a reference.
- D. **The references should be submitted on the Reference Questionnaire, Exhibit G.** NOTE THE PERSON COMPLETING THE REFERENCE QUESTIONNAIRE MUST PLACE THE QUESTIONNAIRE IN A SEALED ENVELOPE AND THEIR SIGNATURE MUST BE ACROSS THE ENVELOPE SEAL, WHICH SIGNATURE MUST MATCH THE SIGNATURE OF THE PERSON WHO COMPLETED THE QUESTIONNAIRE.
- E. **Conflict of Interest Certificate (Exhibit A)**
- F. **SBE/DBE and/or Local Preference Policy Verification Form (Exhibit D)**
- G. **Addendum Acknowledgement, if applicable**

Acknowledgment of the following Addenda is hereby made:

Addenda No. <u>  1  </u>	Date: <u>12/30/19</u>	Respondent's Initial: <u>          </u>
Addenda No. <u>          </u>	Date: <u>          </u>	Respondent's Initial: <u>          </u>
Addenda No. <u>          </u>	Date: <u>          </u>	Respondent's Initial: <u>          </u>
Addenda No. <u>          </u>	Date: <u>          </u>	Respondent's Initial: <u>          </u>

- H. **Drug-Free Workplace Program Certification:**
  - a.  Yes, we have a Drug-Free Workplace Program



b.        No, we do not have a Drug-Free Workplace Program

I. Acknowledgement of Warranty Acceptance is hereby made: Respondent's Initial:   V  

J. Acknowledgement Respondent will accept a Purchase Order and invoice JAA:

Respondent's Initial:   V  

K. Acknowledgement of ACH Payment acceptance is hereby made:

Respondent's Initial:   V  

L. Acknowledgement of Indemnification and Insurance requirements is hereby made:

Respondent's Initial:   V  

M. Acknowledgement and Acceptance of the JAA Contract is hereby made:

Respondent's Initial:   V  

N. Bid Bond (15% of Year#1 Annual Cost). Respondent's Initial:   V  

**O. BID PRICING**

*The minimum labor charge shall be one (1) hour; additional hours shall be charges in increments of fifteen (15) minutes. Labor rate does not and will not include travel, to or from JIA.*

*Bid Award: Award will be based on the Total (Annual Costs for Years 1 thru 5)*

<b><u>ANNUAL COSTS</u></b> (INCLUDES SITE MANAGER AND STAFF FOR 24/7 365 COVERAGE, INSPECTIONS AND PREVENTATIVE MAINTENANCE)		<b><u>ADDITIONAL SERVICES</u></b> (HOURLY RATES - Minimum labor charge shall be one (1) hour; additional hours shall be charges in increments of fifteen (15) minutes. Labor rate does not and will not include travel, to or from JIA)	
Year #1	\$ <u>432,626.00</u>	Year #1	\$ <u>72.00</u>
Year #2	\$ <u>439,115.00</u>	Year #2	\$ <u>72.00</u>
Year #3	\$ <u>445,700.00</u>	Year #3	\$ <u>72.00</u>
Renewal Year #4	\$ <u>452,385.00</u>	Renewal Year #4	\$ <u>72.00</u>
Renewal Year #5	\$ <u>459,170.00</u>	Renewal Year #5	\$ <u>72.00</u>
Total (Year 1 thru 5)	\$ <u>2,238,996.00</u>		

**Q. Bidder Certification and Signature:**

By submitting this bid, the Bidder certifies that the Bidder has read and reviewed all of the documents pertaining to this solicitation, that the person signing below is an authorized representative of the Company, that the Bidder is legally authorized to do business in the State of Florida, and that the Bidder maintains in active status all appropriate licenses required for the work.

**R. Bid Form Signature:**

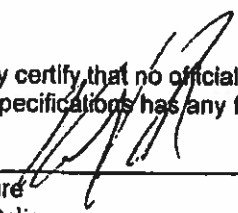
# EXHIBIT A

## CONFLICT OF INTEREST CERTIFICATE

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

### SECTION I

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

  
\_\_\_\_\_  
Signature  
Keith Dalia  
\_\_\_\_\_  
Name of Official (type or print)

Oxford Electronics Inc. d/b/a Oxford Airport Technical Services  
\_\_\_\_\_  
Company Name  
474 Meacham Avenue  
\_\_\_\_\_  
Business Address  
Elmont, NY 11003  
\_\_\_\_\_  
City, State, Zip Code

### SECTION II

I hereby certify that the following named JAA official(s) and/or employees(s) has a financial interest(s) in this company have filed Conflict of Interest Statements with the JAA CEO Office 14201 Pecan Park Road South, Jacksonville, FL 32218 prior to the time of proposal opening.

Name	Title or Position	Date of Filing
_____	_____	_____

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name of Official (type or print)

\_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Business Address  
\_\_\_\_\_  
City, State, Zip Code

### SECTION III

#### PUBLIC OFFICIAL DISCLOSURE

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

Public Official: \_\_\_\_\_

Position Held \_\_\_\_\_

Position/Relationship with Proposer: \_\_\_\_\_