



**JACKSONVILLE AVIATION AUTHORITY**

**REQUEST FOR QUOTATION NUMBER: 1242-44202**

**BLAST DEFLECTOR PANEL REPLACEMENT**



**Jacksonville Aviation Authority  
Procurement Department  
14201 Pecan Park Road, 2<sup>nd</sup> Floor  
Jacksonville, FL 32218  
Office: 904.741.2352**

**Assigned Buyer: Marilyn V. Fryar  
Procurement Director: Devin Reed**

## **General Overview**

The Jacksonville Aviation Authority (JAA) is requesting Quotations for the removal and installation of blast deflector panels at Cecil Airport.

## **MANDATORY Site Visit**

The Contractor must, before submitting a quotation, visit the site of the proposed work and familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and equipment, materials, and labor required. No allowances will be made for conditions overlooked by the Contractor. Notwithstanding other requirements of the RFQ, only the quotations received from companies that attend this **MANDATORY** Site Visit will be accepted and evaluated.

The JAA has scheduled a **ONE-TIME** site visit for **Thursday, March 8, 2012, 10:00 AM** (local time). The meeting location is Cecil Airport, 13365 Aeronautical Circle, Building 82, Jacksonville, FL 32221. The point of contact is Keith Gray, 904.219.6572.

**ALL REQUESTS TO REGISTER YOUR ATTENDACE AT THE MANDATORY SITE VISIT MUST BE SUBMITTED TO THE JAA PROCUREMENT DEPARTMENT, 904.741.2352, NO LATER THAN MARCH 7, 2012, 2:00 PM (LOCAL TIME).**

## **Scope**

The services include, but are not limited to, the following:

- a. Remove and dispose four (4) 12  $\frac{3}{4}$ " wide x 146" long existing deteriorated panels.
- b. Install four (4) new 12  $\frac{3}{4}$ " wide x 146" long replacement panels matching existing.
- c. Remove and dispose two (2) 25  $\frac{1}{2}$ " wide x 146" long existing deteriorated panels.
- d. Install two (2) new 25  $\frac{1}{2}$ " wide x 146" long replacement panels matching existing.

All material, equipment, rentals, and permitting are the sole responsibility of the Contractor, if applicable.

## **DISPOSAL OF MATERIALS**

The Contractor is responsible for the disposal of all discarded materials from the work area. All disposals shall be off the JAA property and in accordance with all City, County, Federal, State and FAA regulations for such material.

## **TERM OF AGREEMENT**

There will be a not to exceed 30 days period for project completion from the date the JAA Purchase Order is issued to the Contractor. The agreement may be terminated at any time with five (5) days written notice, with or without cause by the JAA and is subject to the availability of funds.

## **INDEMNIFICATION**

Any Contract resulting from the RFQ will include the following provisions:

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

## **INSURANCE**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as JAA's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

**Commercial General Liability:** Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$2,000,000 Each Occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability nor Professional Liability.

**Business Automobile Liability:** Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 (non-AOA access) Each Occurrence. Contractor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. In the event the contractor requires AOA access, then the Business Automobile Liability Limit will be not less than \$5,000,000

**Worker's Compensation Insurance & Employers Liability.** Contractor shall maintain Worker's Compensation Insurance & Employer Liability in accordance with Chapter 440, Florida Statutes, as now or hereafter amended. Coverage shall be provided on a primary basis.

**Additional Insured:** Contractor agrees to endorse JAA as an Additional Insured with a CG2026 Additional Insured – Designated Person or Organization endorsement or similar endorsement, to the Commercial General Liability and Business Auto Liability. The Additional Insured shall read "Jacksonville Aviation Authority."

**Waiver of Subrogation:** Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically

prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance:** Contractor agrees to provide JAA a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

Jacksonville Aviation Authority  
Risk Management Department  
14201 Pecan Park South Road  
Jacksonville, FL 32218

**Umbrella or Excess Liability:** Contractor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. CONTRACTOR agrees to endorse JAA as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure "True Follow-Form" basis.

**Right to Revise or Reject:** JAA reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the JAA reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due

#### **LIQUIDATED DAMAGES**

- A. Should the Contractor or, in the case of his default, the Surety fail to complete the work within the time stipulated, or within such extra time as may have been granted by the JAA, the Contractor or, in the case of his default, the Surety shall pay to the JAA not as a penalty but as Liquidated Damages the amount so due as determined below.
- B. For each day that any part of the work remains unfinished after the expiration of the contract time allowed, the sum per day hereinafter specified shall be deducted from any monies due the Contractor, or if no money is due the Contractor, the JAA shall have the right to recover said sum or sums from the Contractor, from Surety, or from both.
- C. Liquidated damages for failure to complete the work within the specified time for completion shall be **\$250** per Calendar Day.
- D. No bonus will be allowed for early completion of the work under the time specified in Paragraph 1.
- E. Permitting the Contractor to continue and finish the work, or any part of it, after the expiration of the contract time allowed including extensions of time granted to the Contractor shall, in no way, act as a waiver on the part of the JAA, of the Liquidated Damages due or any other relief permitted under the Contract.

## **WARRANTY – MINIMUM REQUIREMENTS**

- A. Contractor shall provide a minimum of one (1) year warranty on all parts or as provided by the manufacturer, whichever is greater. Any parts/material furnished by the Contractor will have a percentage markup not to exceed the amount as indicated on the Proposal Form.
- B. Contractor shall have a minimum of one (1) year warranty on all workmanship once approved by JAA.

This RFQ and subsequent contract are subject to the provisions of the Uniform Commercial Code as it relates to warranties. No disclaimers will be allowed. All warranties will begin at the time of final acceptance by JAA.

## **Access To Site**

All access in and out of the work site shall be coordinated with Cecil Airport. The Contractor will be required to follow all JAA rules and regulations. JAA will provide contact information to the successful Contractor.

## **CODES AND LICENSING**

All work performed shall be in accordance with any City, County, State, Federal and Federal Aviation Administration (FAA) codes, rules and regulations. By submitting a Quote in response to this RFQ, Contractor attests to possessing all required licensing for the work contemplated hereunder.

## **SAFETY STANDARDS**

It is the intent that all specifications are in full and complete compliance with all Federal and State of Florida laws and regulations that apply to the type and class of equipment being provided or services being performed. This includes, but is not limited to, Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) standards, and Florida requirements for external noise control that apply to the type and class equipment being provided or services being performed. If an apparent conflict exists, the Prime Contractor must contact the JAA immediately. In addition, any Federal and State legislation, which should become effective regarding equipment safety will immediately become a part of this contract. Prime Contractor will have the option to meet or exceed any such safety standard.

## **Cleaning Requirements**

Upon completion of the work, all trash and debris shall be removed from all areas of the building and site. All surfaces shall be thoroughly cleaned with an appropriate cleanser. All costs associated with cleaning shall be incidental to this project and included in the bid. The Contractor shall delineate his proposed cleaning method to the JAA for approval prior to accomplishing this work.

## **Change in Scope of Services**

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

## **Addenda**

No interpretation of the meaning of neither any part of the RFQ, nor corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Proposer orally. **Every request for written interpretations or corrections MUST be received no later than March 9, 2012, 5:00 PM (local time)** via US Mail, fax, or e-mail to:

Jacksonville Airport Authority  
Procurement Department  
Attn: Marilyn V. Fryar  
14201 Pecan Park Road South  
Jacksonville, FL. 32218  
Fax: 904.741.2350  
E-mail: [marilyn.fryar@flyjacksonville.com](mailto:marilyn.fryar@flyjacksonville.com)

## **Award of Agreement**

The JAA reserves the right to accept and reject any or all quotes, in whole or in part. The JAA shall be under no obligation or duty to award the agreement to the lowest proposed price. The JAA reserves the right to award the agreement to multiple company(s) submitting the quote which will be the most advantageous and beneficial to the JAA. The JAA will be the sole judge of which quote(s) will be in its best interest and its decision will be final.

## **PAYMENT TERMS**

Payment will be made within 30 days of receipt of an invoice for the services received and accepted by the JAA. **No advance payments, deposits or other partial payments will be authorized.**

All invoices must reference the **RFQ # 1242-44202** and the purchase order number. An original invoice and one copy should be mailed to the JAA, Attn.: Accounts Payable, 14201 Pecan Park Road, Jacksonville, FL 32218.

## **DEADLINE FOR SUBMITTING QUOTATIONS**

### **ALL QUOTATIONS MUST BE SUBMITTED BY MARCH 15, 2012, 2:00 PM (LOCAL TIME)**

Subject to JAA's discretion to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Bidder, late bids, as determined by JAA's official bid clock, will not be considered and will be returned to the Bidder as non-responsive.

Each Contractor is fully responsible for ensuring that its Quotation is timely received, and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method, whether by email, US mail, public carrier or otherwise.

## **DELIVERY OF QUOTES**

An original of the proposal and any supplemental material should be submitted via US mail, fax or e-mail to: Jacksonville Aviation Authority, Procurement Department, Attn: Marilyn Fryar, 14201 Pecan Park Road South, Jacksonville FL 32218. Email: [marilyn.fryar@flyjacksonville.com](mailto:marilyn.fryar@flyjacksonville.com), Fax: 904.741.2350.

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**QUOTATION FORM  
BLAST DEFLECTOR PANEL REPLACEMENT  
RFQ # 1242-44202**

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

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**Description**

**Total Price**

Blast Deflector Panel Replacement Services

\$ \_\_\_\_\_

\*Additional Fees (specify below):

\$ \_\_\_\_\_

**TOTAL**

**\$ \_\_\_\_\_**

**Additional Fees:** \_\_\_\_\_

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**Timeline for Completion (upon receipt of Purchase Order):** \_\_\_\_\_  
**30 Days Maximum**

**Timeframe Quote is Valid:** \_\_\_\_\_

**Please specify if Bidder will accept a Purchase Order and invoice JAA: Yes [ ] No [ ]**  
**(Refer to Payment Terms listed above.)**

**FAILURE TO SIGN YOUR QUOTE WILL CONSTITUTE A MATERIAL IRREGULARITY AND  
WILL RESULT IN REJECTION OF THE QUOTE.**

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

Printed Name: \_\_\_\_\_ Email: \_\_\_\_\_

Title: \_\_\_\_\_

Bidder is a: [ ] Corporation [ ] Partnership [ ] Individual

Remittance Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_