

# JAA SOLICITATION



Our Goal is To Be An Airport System Financially Sound and Self Supporting, Operated in a Safe, Secure, Efficient and Environmentally Responsible Manner.



**JAX**

Jacksonville  
International  
Airport



**Cecil**

Cecil Airport



**Herlong**

Herlong Recreational Airport



**JAXEX**

Jacksonville Executive Airport

**REQUEST FOR PROPOSALS (RFP) No.: 18-21-11001**

***EXECUTIVE SEARCH FIRM***

**JACKSONVILLE, FL**

**Assigned Buyer: LeNedda Edwards**

**Procurement Director: Devin Reed**

**JAA Department of Procurement 14201 Pecan Park Road, Jacksonville, FL 32218  
Email: [lenennda.edwards@flyjacksonville.com](mailto:lenennda.edwards@flyjacksonville.com) (Phone) 904.741.2355**

## REQUEST FOR PROPOSALS

Proposal Number: 18-21-11001

### EXECUTIVE SEARCH FIRM

#### for the JACKSONVILLE AVIATION AUTHORITY

The Jacksonville Aviation Authority (JAA) will receive proposals until **2:00 PM (local time), on Wednesday, July 18, 2018**, at which time they will be opened at JAA's Administration Building, 14201 Pecan Park Road, Jacksonville, Florida, for the evaluation, selection and contract award for an Executive Search Firm.

JAA is seeking an established Firm or Independent Consultant that possesses in-depth knowledge, experience and a proven track record of success in completing an Executive Search for the recruitment of a Chief Executive Officer.

All Proposals must be submitted in accordance with Request for Proposals No. 18-21-11001 Executive Search Firm, which may be obtained on **Wednesday, June 27, 2018**, from [www.flyjacksonville.com](http://www.flyjacksonville.com) (click on "Bid Opportunities").

JAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and related regulations, hereby notifies all those who may potentially respond to this solicitation that any contract resulting from this advertisement will be awarded fairly. Disadvantaged business enterprises will be afforded a full and fair opportunity to submit a response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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## **GENERAL INFORMATION**

### **REQUESTS FOR DISTRIBUTION SHEETS OR PRE PROPOSAL ATTENDANCE SHEETS**

Copies of the Request for Proposals (RFP) Distribution Record and/or the Pre-Proposal Attendance Record may be requested by contacting the Procurement Department of the Jacksonville Aviation Authority (JAA).

### **SUBMISSION OF PROPOSALS**

Proposals submitted in advance of the time set for opening will be delivered to JAA, Attn: Procurement Department, 14201 Pecan Park Road, Jacksonville, FL 32218. Respondents are fully responsible for delivery of proposals. Reliance upon mail or public carrier is at respondent's risk. Subject to JAA's discretion to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent, late proposals, as solely determined by JAA's official bid clock, will not be opened or considered.

### **PUBLIC RECORDS REQUIREMENTS**

JAA is required to comply with Section 119.07 of the Florida Statutes. Depending on the type of project for which proposals are requested, the items read at the opening will vary. Sealed proposals are not public records subject to mandatory disclosure under the Florida Public Records Law until such time as JAA provides notice of a decision or intended decision to award the contract or 30 days after opening, whichever is earlier. All parts of proposals, including exhibits, are subject to the Public Records Law, and a Respondent may not exclude any portion of the Proposal unless specifically exempted from disclosure by Florida Law. Exemption of financial statements applies only to required submittal for pre-qualification of Respondents on public works projects.

## **IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'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**

### **REQUESTS FOR PROPOSAL RESULTS OR AWARD OF CONTRACT**

Notwithstanding the above statement and/or requirement regarding public records, requests for or access to public records within JAA's possession may be made or obtained by contacting JAA at (904) 741-3631. If copies are requested, an appropriate charge will be assessed, upon the receipt of which all copies will be made available within a reasonable time consistent with the requirements of Florida Statutes. All those submitting responses to this solicitation will be provided notice of decisions regarding its award.

### **CONTACT WITH JAA STAFF**

From the time of receipt or publication of this solicitation, all parties who intend to directly or indirectly submit a response to the solicitation shall direct all contact with JAA through JAA's Procurement Director or the assigned Buyer hereto. If the question or comment deals with a subject matter that is outside of the knowledge or responsibility of JAA's Procurement Department, Procurement will direct the question or comment to the appropriate person or authority. Other than as permitted herein, respondents to this solicitation may not contact JAA's executives and staff, award or evaluation committee members, Board of Directors, or those representing JAA's interests in this solicitation for the purpose of discussing the same. Violation of this provision may result in bid/proposal rejection and/or respondent debarment.

## ARTICLE I – INSTRUCTIONS TO RESPONDENTS

### 1.01 RECEIPT AND OPENING OF PROPOSALS

JAA will receive Proposals for this solicitation until **Wednesday, July 18, 2018 at 2:00 PM (local time)** for the purpose of selecting an established Firm or Independent Consultant to provide an Executive Search for the recruitment of a Chief Executive Officer. The Proposals will be publicly opened at JAA Administration Building, 14201 Pecan Park Road, Jacksonville, Florida at the previously mentioned time and date.

### 1.02 DELIVERY OF PROPOSALS

**One (1) original copy (clearly marked “ORIGINAL”), five (5) copies (each clearly marked “COPY”) and One (1) USB Flash Drive** containing a copy of the complete original response in Adobe PDF format (including the proposal and all required supplemental material listed on the Proposal Form) must be submitted in a sealed package. The package must be labeled to read: **“RFP 18-21-11001, EXECUTIVE SEARCH FIRM, Wednesday, July 18, 2018, 2:00 PM (local time),”** and must be addressed and delivered to JAA, Attn: Procurement Department, 14201 Pecan Park Road, Jacksonville, FL 32218.

Each Proposal package submitted should clearly show the Respondent's company name on the outside. Facsimile Bids will not be accepted. Subject to JAA's discretion to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent, a late submission, as determined by JAA's official bid clock, will not be considered and may be returned to the Respondent as non-responsive. Each Respondent is fully responsible for ensuring that its submission is timely received, and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method, whether by US mail, public carrier or otherwise. This RFP does not commit JAA to paying costs or expenses of any kind incurred by the various Respondents during proposal preparation, submittal or presentation, if any.

### 1.03 CONTRACT DOCUMENTS

The Contract Documents give the description of the services to be performed under this solicitation. The required qualifications of Respondents, other technical information, and the term of the resulting contract are also contained in these documents. The date, time and location of the receipt and opening of proposals are listed in Article 1.01.

### 1.04 EXAMINATION OF CONTRACT DOCUMENTS

The Respondent is required to carefully examine the Scope of Services required and the Contract Documents. It will be assumed that the Respondent has investigated and is fully informed of the conditions, the character and quality of services to be performed, and the type of services to be provided, and of the requirements of the Contract Documents.

### 1.05 OBLIGATION OF RESPONDENTS

The Respondent must fully learn of JAA's requirements for the services to be provided. Failure to do so will not relieve a successful Respondent of its obligation to carry out the provisions of the RFP. The Respondent must be familiar and comply with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the services. In addition, the Respondent will be held responsible for having examined the details of the proposed Scope of Services. The Respondent will use its personal knowledge and experience or professional knowledge as to the character of the proposed services, and any other conditions surrounding and affecting the proposed services. The submittal of a Proposal will be construed as evidence that all Respondent obligations have been satisfied and no subsequent allowance will be made in this regard.

Prior to contract issuance, the Respondent must provide documentation that it is authorized to do business in the State of Florida and possesses any required federal, state and local licensing, if any, in order to perform the scope of services contemplated herein.

## **1.06 ADDENDA – CHANGES WHILE PROPOSING**

No interpretation of the meaning of any part of the RFP or other Contract Documents, or corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Respondent orally. All requests for written interpretations or corrections **MUST** be submitted in writing and addressed to JAA's Procurement Department, Attn: LeNedda Edwards. Requests may be transmitted via email, [lenennda.edwards@flyjacksonville.com](mailto:lenennda.edwards@flyjacksonville.com), or US Mail, 14201 Pecan Park Road, Jacksonville, FL 32218. Each Respondent is fully responsible for ensuring that its requests for written interpretations or corrections 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.

**All requests must be received by 5:00 PM (local time) Monday, July 9, 2018 to be given any consideration.** All such interpretations and supplemental instructions will be in the form of a written Addendum to these solicitation documents, which, if issued, will be posted on the JAA website, [www.flyjacksonville.com](http://www.flyjacksonville.com). However, it is the responsibility of each Respondent, before submitting its Proposal, to contact JAA's Procurement Department at (904) 741-2355 to find out if any Addenda were issued and to make such Addenda a part of its Proposal. In case any Respondent fails to acknowledge receipt of any such Addenda in the space provided on the Proposal Form, its Proposal will nevertheless be construed as though Addenda has been received and acknowledged. Only the interpretation or correction so given by JAA's Procurement Department in writing will be binding and prospective Respondents are advised that no other source is authorized to give information concerning or to explain or interpret these solicitation Documents.

## **1.07 PREPARATION OF PROPOSAL**

The Proposal Form should be submitted with all proposals. All blank spaces on the form must be typed-in or legibly printed in ink. Only the Proposal Form and applicable additional information should be submitted. All documentation submitted with the Proposal should be bound in a single volume.

The emphasis should be on completeness and clarity of content and ease of locating responses to requested information. Any information thought to be relevant, but not applicable to the enumerated Scope of Services, should be provided as an Appendix to the Proposal. If publications are supplied by a Respondent, the Proposal should include reference to a document number and/or page number of that Appendix material. Proposals not providing this reference will be considered to have no additional material to be considered during the evaluation process.

If the Proposal is made by an individual, he or she must sign his or her name therein and state his or her address and the name and address of every other person interested in the Proposal as principal. If the Proposal is made by a firm, partnership or joint venture, the name and address of each member of the firm, partnership or joint venture must be stated. If the Proposal is made by a corporation, the Proposal must be signed by an authorized officer or agent subscribing the name of the corporation with his or her own name. **FAILURE TO SIGN YOUR PROPOSAL WILL CONSTITUTE A MATERIAL IRREGULARITY AND WILL RESULT IN THE REJECTION OF THE PROPOSAL.** Such officer or agent must also state the name of the State under which the corporation is chartered, and the names and business address of the President, Secretary and Treasurer. If applicable, also provide evidence of registration with the Secretary of the State of the State of Florida for doing business in the State of Florida.

## **1.08 WITHDRAWAL OF PROPOSAL**

Any Proposal may be withdrawn by written request of the Respondent until the date and time established herein for the opening of the Proposals. Any Proposal not so withdrawn will, upon opening, constitute an irrevocable offer for 90 days to furnish the services contemplated herein. JAA action on Proposals normally will be taken within 60 days after Proposal opening; however, no guarantee or representation is made as to the time between the Proposal opening and the subsequent JAA decisions and/or action regarding an award. To the extent the negotiation and/or award process does not result in an executed contract with the top-ranked Respondent, JAA reserves the right to: (i) initiate the same with the next ranked Respondents until such time as an executed contract results; or (ii) otherwise proceed as permitted pursuant to its Procurement Code.

## **1.09 MANDATORY RESPONDENT CRITERIA**

Respondents must meet the following mandatory requirements to be considered for the award of the contract. Respondents will address each mandatory requirement specifically in their Proposal. 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. Respondent must have a minimum of five (5) years primary experience, immediately prior to the date of this proposal opening, in providing executive recruitment services for public sector clients similar in size and scope (aviation experience is preferred but not required).

## **1.10 RESPONSIBLE RESPONDENT CRITERIA**

In considering the responsibility of the Respondents, JAA will examine each timely received proposal against the factors listed below. Respondents must address each factor specifically in their Proposal. JAA reserves the right to reject any and all Proposals, in whole or in part, and to waive any minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent.

This solicitation will be evaluated using the following factors and corresponding maximum available points:

- A. Proposed Fees (Maximum 20 points):** Respondent is requested to provide: (i) a not-to-exceed amount for its proposed rates, fees and charges to satisfy the Primary CEO Recruitment Objective; and (ii) a not-to-exceed amount for its proposed fees rates and charges associated with JAA's ongoing need for General High-Level Recruitment Objective, based on an initial three year term, with an option to renew for up to two additional years at the sole discretion of JAA.
- B. Experience and Qualifications (Maximum 30 points):** Respondent is requested to submit concise narratives covering: (i) experience and qualifications in the scope of services contemplated herein. Submit copies of licenses, if applicable; and (ii) a description of Respondent's general overall corporate identity, as well as a summary of the specific corporate experience on projects of similar size and scope within the past five years. Demonstrated experience in Executive and High Level Aviation / Airport specific recruiting and placements is preferred.
- C. Project Plan, Timeline and Staffing (Maximum 30 points):** Respondent is requested to submit: (i) a detailed methodology and timeline for its recommended approach in working with JAA's Board of Directors to ensure the successful recruitment and ultimate CEO placement (please also include any difficulties expected or anticipated in performing the contemplated scope of services and how Respondent proposes to overcome the same); and (ii) resumes of the Primary Consultant and additional staff – not more than five members in total – who will be assigned to this scope of services. To the extent applicable, the names and qualifications of Respondent's intended sub-consultants should be included in response to this criterion, with a concise description of the sub-consultants' role and responsibilities and percentage of the work they will provide in the performance of the services defined herein.
- D. Knowledge, Experience and Plan for Compliance with Florida's Sunshine Laws (Maximum 20 points):** Respondent is requested to submit a concise narrative that demonstrates its knowledge, experience and plan to ensure compliance with: (i) Chapter 119 of the Florida Statutes or the "Public Records Law," which provides that any records made or received by any public agency in the course of its official business are available for inspection, unless specifically exempted by the Florida Legislature; and (ii) Chapter 286 of the Florida Statutes or the "Government-in-the-Sunshine Law," which establishes a basic right of access to most meetings of boards, commissions and other governing bodies of state and local governmental agencies or authorities. Respondent is also requested to state how Florida's Sunshine Laws are applicable to the performance of the services defined herein.
- E. Local Preference Program (Maximum 5 points):** Respondents applying for Local Preference must submit the Local Business Verification Form, Exhibit E (see section 1.16 below).
- F. References (Maximum 5 points):** Respondent is requested to submit three references for which Respondent has provided similar services. References should be submitted on the Reference Questionnaire, Exhibit D.

**NOTE: THE RESPONDENT SHOULD SEND THE REFERENCE QUESTIONNAIRE TO THREE REFERENCES. THE PERSON COMPLETING THE REFERENCE QUESTIONNAIRE SHOULD SEAL THE FORM INSIDE AN ENVELOPE AND SIGN THEIR NAME ACROSS THE SEAL. THE SEALED ENVELOPE SHOULD BE RETURNED TO THE RESPONDENT WHO WILL INCLUDE THE REFERENCES WITH ITS ORIGINAL SUBMITTAL.**

As part of this solicitation, Respondent references are considered very important. As such, JAA will contact and evaluate the responses it receives from each reference provided in response to this solicitation. To the extent the required reference questionnaires are not received, contact with proposed references cannot be made, or the proposed references indicate a lack of knowledge or awareness of Respondent, the same will be negatively reflected in JAA's evaluation and award of points for this factor. Therefore, prior to proposing references, Respondents are encouraged to contact those individuals or entities being proposed as references in order to ensure that: (i) their contact information is current and correct; (ii) they are knowledgeable and aware of the issues for which they are being proposed as references; and (iii) they are ready, willing, able and permitted to provide the reference information being sought.

**G. Presentations, Optional (Maximum 10 Points):** After being evaluated based on written submittals, Respondents may be more closely considered through a presentation of their approach to perform this particular project. JAA reserves the right to short list the number of Respondents to participate in the presentations at its sole discretion, prior to the final selection. In the event the JAA elects to have presentations, Respondent's account executives must be present for the presentation.

This RFP does not commit JAA to pay costs or expenses of any kind incurred by the various Respondents during proposal preparation, submittal or presentations, if any. The presentation date and time, if applicable, will be scheduled at the convenience of JAA.

Presentation points will be added to the Respondent's score for the written submittals for a cumulative total.

#### **1.11 DISQUALIFICATIONS OF RESPONDENTS**

Any of the following causes may be considered sufficient for the disqualification of a Respondent or rejections of the Proposal (this does not represent an exhaustive list):

- A. Submission of more than one Proposal for the same work by an individual, firm, partnership or corporation under the same or different names. If a company has more than one division, only one Proposal may be submitted for the same company.
- B. Evidence of collusion amongst Respondents.
- C. Incomplete work for which the Respondent is committed by contract, which, in the judgment of JAA, might hinder or prevent the prompt completion of the scope of services contemplated herein if awarded to such Respondent.
- D. Being in arrears on any existing agreement with JAA or having defaulted on a previous contract with JAA. For purposes of this section, attempts to create a new entity, partner with an existing entity or person, or otherwise hold oneself out as another firm or business for the purpose of shielding any individual, firm, partnership, corporation or similar concern from the application of this provision may be considered grounds for disqualification of all those persons or entities involved.
- E. Items 'C' and 'D' above will be considered by JAA after the opening of Proposals, and, if found to apply to any Respondent, JAA will notify the Respondent that its Proposal will not be considered for an award of the Contract. The Respondent has five (5) business days after the date of JAA's written notice to appeal in writing JAA's decision.

#### **1.12 REJECTIONS OF IRREGULAR PROPOSALS**

Subject to the exercise of JAA's discretion to waive minor irregularities, proposals will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations,



unauthorized alternate bids or other irregularities of any kind. JAA reserves the right to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent.

### **1.13 CONFLICT OF INTEREST CERTIFICATE**

The Respondent must execute either Section 1 or Section II of the Conflict of Interest Certificate, **Exhibit C**, relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of Respondent's proposal.

### **1.14 PUBLIC ENTITY CRIME**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

### **1.15 PRE-PROPOSAL MEETING**

JAA has deemed a Pre-Proposal Meeting is not needed for this RFP. Respondents should submit all questions and requests for written interpretations or corrections in writing and addressed to JAA's Procurement Department, Attn: LeNedda Edwards. Requests may be transmitted via email, [lenennda.edwards@flyjacksonville.com](mailto:lenennda.edwards@flyjacksonville.com)

Each Respondent is fully responsible for ensuring that its requests for written interpretations or corrections is timely received, and shall assume the risk of non-delivery or untimely delivery. All questions and requests must be received by **5:00 PM (local time), Monday, July 9, 2018** to be given any consideration.

### **1.16 LOCAL PREFERENCE PROGRAM**

In an effort to stimulate economic growth and development of local businesses and keep local resources in the community, JAA has established a Local Preference Program (LPP) to encourage local businesses to participate in the competitive process of supplying goods and services to JAA.

The term "Local Business" or "Local Respondent" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in the particular business at issue, which has been in business and maintained its permanent place of business in the normal market area for a minimum of one (1) year prior to the solicitation release date and has at least three (3) full-time employees living in the normal market area. The JAA's Normal Market Area is Baker, Clay, Flagler, Duval, Nassau, Putnam and St. Johns counties.

The Local Business shall perform or operate on a day-to-day basis and provide a substantial component of the goods or services, which are being procured by JAA.

If your business meets the requirement of Local Business or Local Respondent, you must submit the Local Business Verification Form, **Exhibit E**.

Local verifiable firms that are located within the normal market area will be awarded five (5) points.

Non-local firms outside of the normal market area that subcontracts with a local verifiable firm located within the normal market area will be awarded three (3) points.

### **1.17 SMALL BUSINESS ENTERPRISES (SBE) PARTICIPATION**

JAA is committed to providing an opportunity for local small/disadvantaged/minority owned firms by promoting the development of small businesses within our normal market area. It is the policy of JAA to provide small businesses with identical information and an equitable opportunity to compete for business from JAA. This is an invitation for

local small/disadvantaged/minority businesses to become involved in the total procurement of JAA sponsored projects, goods and services. JAA's normal SBE market area is defined as Duval, Clay, Baker, St. Johns or Nassau Counties.

### **1.18 NON-DISCRIMINATION PROVISIONS**

The Respondent generally agrees to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended. The Equal Employment Opportunity Clause in Section 202, paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled Veteran and Veterans of the Vietnam Era, is incorporated herein by a specific reference. The Respondent specifically agrees to comply with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discriminations on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

### **1.19 EVALUATION AND AWARD**

JAA reserves the right to accept or reject any or all Proposals in whole or in part. JAA will be under no obligation or duty to award the resulting Contract to the lowest proposed price and JAA reserves the right to award the resulting Contract to the lowest responsible Respondent submitting a responsive proposal which is most advantageous and in the best interests of JAA. The JAA CEO has final approval authority for any resulting Contract.

Evaluation factors to be considered are listed in Article 1.10, and will be used to determine the highest ranked Respondent which is the apparent basis for award. Respondents should be sure to address each of these factors. If a Proposal is ranked with a score that is 25 percent lower than the highest ranked Proposal's score, excluding price points, the Proposal, in the discretion of JAA, may be deemed unacceptable to perform the services as requested by the solicitation, and therefore will not be included in the rankings. In evaluating proposals, JAA is under no obligation to contact a Respondent to obtain information required herein.

### **1.20 PUBLIC MEETING REQUIREMENTS**

JAA is required to comply with Section 286.011 of the Florida Statutes. Therefore certain types of staff meetings and meetings of JAA Awards Committee or JAA Board are required to be held in public, with sufficient notice made of the date and time of the meeting. All notices of public meetings are posted at the JAA Administration Building, 14201 Pecan Park Road, 1<sup>st</sup> Floor, Jacksonville, FL 32218.

### **1.21 PROTEST PROCEDURES**

Any Respondent adversely affected during this RFP solicitation process may file a Notice of Protest, including all particulars of facts and law on which the protest is based. This notice must be in writing and addressed to the JAA, Attn: Procurement Director, 14201 Pecan Park Road, 2<sup>nd</sup> Floor, Jacksonville, FL 32218. A proper notice of protest may be timely filed in writing pursuant to JAA's Protest Procedures, access to which may be obtained by contacting the Procurement Buyer assigned to this solicitation or by visiting JAA's website at <http://www.flyjacksonville.com/PDFs/award-protest.pdf>.

### **1.22 EXECUTION OF THE AGREEMENT**

Within 10 business days after Notice of Award, the successful Respondent will furnish the required certificates of insurance and any other requirements and enter into a formal Agreement with JAA. Failure to execute the resulting Contract as provided in these documents within 10 business days after the date of Notice of Award will be just cause to rescind the award, unless such failure has been caused by JAA, which award may then be made to another Respondent or this solicitation may be re-advertised. The Respondent whose award JAA rescinded

may be considered irresponsible if JAA elects to re-advertise this solicitation. No award will be binding upon JAA until the Contract contemplated herein has been fully executed.

***(The remainder of this page has been intentionally left blank)***

## ARTICLE II – GENERAL CONDITIONS

### 2.01 DEFINITIONS

**AUTHORITY** – Jacksonville Aviation Authority

**PROPOSAL** – The approved forms on which the respondent is to submit, or has submitted, its prices for the items requested in the proposal.

**RESPONDENT** – Any individual, firm or corporation submitting a proposal for the items requested.

**CECIL** – Cecil Airport

**CONTRACT** – The Contract consists of the document labeled “EXECUTIVE SEARCH FIRM, RFP Number 18-21-11001”; Respondent’s Proposal; and any Addenda issued prior to and any Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

**CONTRACTOR** – Any individual, firm or corporation entering into a Contract to perform the Scope of Services.

**CONTRACT ADMINISTRATOR** – Designated representative(s) of JAA assigned to monitor the Contract to ensure full compliance with all terms and conditions contained within the Contract document. Monitoring activities include progress of work, inspection and acceptance of services, quality assurance and issuance of payment receipts.

**CONTRACTOR REPRESENTATIVE** – Individual(s) designated in writing by the Respondent as the Contractor’s Representative, with authority to act for the Respondent in all matters, including changes to Contract terms.

**CONTRACTING OFFICER** – Designated JAA individual, who provides JAA Inspector and/or JAA Contract Administrator with Contract information and monitors the administration of the Contract to ensure compliance with terms by both JAA and the Respondent. The Contracting Officer is the only individual authorized to make Contract modifications.

**DAYS** – Calendar days unless otherwise specified.

**DBE** – Disadvantage Business Enterprise.

**ELIGIBLE USER** – Public agencies and other eligible users that will order products and/or services directly from the Respondent under the Contract. By ordering products and/or services under the Contract, the Eligible User agrees to its terms. Eligible Users are not, however, parties to the Contract. Eligible Users participating in the Contract do so according to the following terms: (1) non JAA Users assume and bear complete responsibility with regard to performance of any contractual obligation or term; (2) breach of a Contract term by any particular User shall not be deemed a breach of the Contract as a whole, which shall remain in force and effect, and shall not affect the validity of the Contract nor the Respondent’s obligations to non-breaching Users or JAA; (3) JAA shall not be liable for any breach by non-JAA Users; (4) each non-JAA User and the Respondent guarantee to save JAA and its officers, agents, and employees harmless from liability that may be or is imposed by their failure to perform in accordance with their obligations under the Contract.

**FAA** – Federal Aviation Administration.

**HERLONG** – Herlong Recreational Airport

**INSPECTOR** – Designated representative(s) of JAA, assigned to monitor the services, advise of problem areas and to give a report of conformance or of rejection. The Inspector will be designated at the award of Contract.

**JAA** – Jacksonville Aviation Authority

**JAX** – Jacksonville International Airport

**JAXEX** – Jacksonville Executive at Craig Airport

**JSEB** – Jacksonville Small Emerging Business

**Local Business or Local Respondent** – The term “Local Business” or “Local Respondent” shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in the particular business at issue, which has been in business and maintained its permanent place of business in the NMA for a minimum of one (1) year prior to the solicitation release date and has at least three (3) full-time employees living in the NMA. The Local Business shall perform or operate on a day-to-day basis and provide a substantial component of the goods or services which are being procured by the Authority.

**Normal Market Area (NMA)** – The Authority’s Normal Market Area is Baker, Clay, Flagler, Duval, Nassau, Putnam and St. Johns counties.

**PROPOSAL** – The approved forms on which the Respondent is to submit, or has submitted its charges for the services contemplated.

**RESPONDENT** – Any individual, firm or corporation submitting a Proposal for the services contemplated.

**SERVICES** – Everything required to furnishing or performing under this contract document.

**SBE** – Small Business Enterprise.

**TSA** – Transportation Security Administration.

## **2.02 SCOPE OF SERVICES AND CHANGES IN SERVICES**

The services to be provided under this resulting Contract are specified in Article III, Scope of Services, with descriptions of the tasks to be completed, the reports to be furnished and other Contract requirements. JAA, without invalidating the Contract, may request additional services or make changes by altering, adding to, or deducting from the services, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated price. Changes in the services and the Contract sum may only be changed by prior written agreement executed by the parties with proper authorization to do so.

## **2.03 RESULTING CONTRACT TERM**

The resulting Contract term will be for an initial three year term, with an option to renew for up to two additional years at the sole discretion of JAA. The Contract may be terminated at any time with 30 days written notification, with or without cause, by JAA. All JAA Contracts are subject to the availability of budgeted funds.

## **2.04 INDEMNIFICATION**

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

To the fullest extent permitted by law, the Respondent agrees to indemnify, defend and hold harmless 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 Respondent’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 Respondent, Respondent’s Subcontractor(s) or anyone directly or indirectly employed or hired by Respondent, or anyone for whose acts Respondent may be liable. JAA reserves the right, but not the obligation, to participate in defense without relieving Respondent of any obligation hereunder.

## 2.05 INSURANCE

Respondent 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 Respondent is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Respondent under this contract.

**Commercial General Liability:** Respondent agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Respondent further agrees coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability nor Professional Liability.

**Worker's Compensation Insurance & Employers Liability.** Respondent 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:** Respondent 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:** Respondent 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 Respondent to enter into a pre-loss agreement to waive subrogation without an endorsement, then Respondent 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 Respondent enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance:** Respondent 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 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:** Respondent 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. RESPONDENT 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, 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.

## 2.06 RESPONSIBILITIES OF THE RESPONDENT

A. A mandatory post award conference will be scheduled after the Contract is awarded which is normally held within 10 business days after contract award. The Respondent will furnish the certificates of insurance, copies of licenses, permits and other items required by JAA.

- B. The Respondent will begin the services as described in the Contract upon issuance of a written Notice to Proceed by JAA.
- C. The Respondent is responsible for the professional services, technical accuracy, and timely completion of the work to be done, and for compliance with all terms and conditions of the Contract.
- D. The Respondent will remain liable for all damages to, or incurred by, JAA caused by the Respondent's negligent performance of any of the services furnished under this Contract.
- E. The Respondent represents that it is an independent Respondent and not an employee of JAA, nor are any of Respondent's employees performing services in furtherance of this Contract to be considered employees of JAA. The Respondent is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Respondent will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Respondent.
- F. The Respondent will designate in writing a qualified person(s) to act as its representative. The Respondent's Representative(s) will have authority to act for the Respondent in all matters covered by this Contract. The Respondent's Representative(s) will be authorized to submit written estimates and any changes to these estimates, make joint inspections with JAA Inspector at time designated by JAA and will be available to meet with JAA during the working hours of JAA and to answer questions for JAA Inspector and JAA Contracting Officer.
- G. The Respondent will comply with all provision of the Contract, and will not commence any additional work without submitting a written estimate of charges to the designated JAA Inspector. All charges over this estimate must be pre-approved in writing by JAA Inspector, or payment will only be made for only the original estimated amount.
- H. The Respondent will have a competent Respondent's Representative on the job at all times when services are being performed with full authority from the Respondent and who is satisfactory to JAA
- I. A JAA security badge is not currently required. JAA does not guarantee that the successful Respondent and its staff assigned to manage the JAA account will not be required to obtain a security badge throughout the duration of the contract term.

If required, all employees/subcontractors/independent operators of the Respondent assigned to manage the JAA's account must obtain a JAA Security Badge, at the sole expense of the Respondent. The Respondent will have the sole responsibility of complying with FAA guidelines, including but not limited to, requiring a 10 year employment history and background check, issuance and wearing of security badges. Any fines incurred by JAA for violations of any FAA regulations by Respondent employees will be charged to the Respondent, and if not promptly paid by the Respondent may result in termination of the Contract. See **Exhibit G** for JAA form "Application and Certification Official Signature," which contains details on the issuance, replacement, wearing of security badges, as well as listing the disqualifying crimes for which an employee of the Respondent may not be issued a security badge. Any employee of the Respondent found by JAA to have been issued a security badge in violation of FAA guidelines will be required to immediately surrender their badge and be removed from JAA property.

- J. All personnel employed by the Respondent will be competent, trustworthy and properly trained. The Respondent and its employees will be required to comply with all the applicable regulations of JAA. JAA will require the Respondent to remove from JAA property all employees deemed careless, incompetent, or otherwise objectionable and/or detrimental to JAA interests. All personnel assigned to JAA must understand and clearly speak English.

Any vehicles used by Respondent employees will have the company name clearly visible with a sign on the side or with an easily readable placard or sign in the front window and will only be parked in designated

parking areas. All items brought into the JAX Terminal or moved into security zones must be cleared through the applicable security control checkpoints.

- K. In addition to all JAA security rules and regulations, which will be provided to the Respondent at the post award conference, the Respondent will inform their employees, and ensure their compliance with the following:
- (1) No illegal guns, knives or other weapons are allowed on JAA premises.
  - (2) No drugs or other prohibited substances, including alcohol, are allowed on JAA premises.
  - (3) All building regulations concerning smoking.
- L. The Respondent is responsible for the repair or replacement cost of any damage to JAA property. Failure to report the same within the specified time may be cause for termination of this Contract. The Respondent is responsible for reporting, in writing, within twenty-four (24) hours the occurrence of damage to property of JAA or its tenants. Failure to report the same within the specified time may be cause for termination of this Contract.
- M. The Respondents/Subcontractors/Independent Operators employees will not be assisted or accompanied by non-employees during the performance of the Scope of Services.
- N. The Respondent will furnish all equipment and supplies necessary to perform the services of the Contract.
- O. The Respondent is liable for any expense incurred as a consequence of any traffic infraction or parking violations attributable to employees of the Respondent.
- P. The Respondent agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on JAA property at the sole discretion of JAA. This is for the protection of users of the Airport.

## **2.07 WARRANTY – MINIMUM REQUIREMENTS**

In the performance of the Scope of Services under this solicitation, the Respondent and its employees and/or Subcontractors shall exercise the degree of skill and care required by customarily accepted good practices and procedures in the industry. All services under this solicitation are warranted for a period of one year following final acceptance of the services. If any failure to meet the foregoing warranty appears within one year after services are accepted by JAA, the Respondent shall again perform the services directly affected by such failure at the Respondent's sole expense.

## **2.08 RESPONSIBILITIES OF THE JAA**

- A. At the post award conference, JAA will provide a list of personnel, with phone numbers, who are designated as JAA contacts. The list will be updated as necessary.
- B. JAA will promptly notify the Respondent, or his designated representative of any problems encountered during the Contract term and will arrange for a meeting to resolve issues.

## **2.09 COMPENSATION**

Compensation will be paid in accordance with the Respondent's quotation price submitted on the Proposal Form and accepted by JAA, subject to post quotation negotiations, value engineering, etc. The invoice, which must reference the purchase order number, should be mailed to **JAA Accounts Payable, 14201 Pecan Park Road, Jacksonville, FL 32218**. Invoices may also be submitted via email to: [accountspayable@flyjacksonville.com](mailto:accountspayable@flyjacksonville.com). Invoices will be processed in accordance with normal JAA procedures, which is 30 days net after receipt of an approved invoice. JAA, at its sole discretion, may authorize advance payments, deposit or partial payments.



## **2.10 ACH PAYMENT PARTICIPATION ACKNOWLEDGEMENT**

JAA is endeavoring to process its accounts payable transactions even more efficiently through the Automated Clearing House (ACH) payment method. Submitting a quote in response to this solicitation shall represent an acknowledgement that, as a condition precedent to Respondent receiving an award in this matter and receiving payments thereunder, Respondent will complete and return JAA's ACH Authorization Form, a draft copy of which is attached hereto as **Exhibit H**. JAA will make every effort to secure the information obtained through this initiative in accordance with Florida Law, under which banking information and account numbers are currently considered confidential and exempt from public record.

**PLEASE BE ADVISED THAT JAA'S ACH AUTHORIZATION FORM SHOULD NOT BE COMPLETED AND SUBMITTED AS PART OF RESPONDENT'S BID OR PROPOSAL DOCUMENTS.**

The completion and return of JAA's ACH Authorization Form is only required if Respondent is notified of a potential award, at which time an actual copy of the form will be provided. If it has previously completed and returned this form and there has been no changes to the information contained therein, Respondent shall provide JAA written notice and documentation of the same.

## **2.11 PERMITS AND LICENSES**

Work permits and licenses necessary to carry out the services will be secured and paid for by the Respondent and remain in effect throughout the duration of the Contract.

## **2.12 JAA'S RIGHT TO TERMINATE THE RESULTING CONTRACT**

The resulting Contract may be terminated by JAA in accordance with this clause whenever JAA determines that such termination is in the best interest of JAA. Such termination will be effected by a 30 day prior written notice to the Respondent stating the date upon which such termination becomes effective.

JAA may terminate the Contract should the Respondent have repeated and sustained Federal Aviation Administration (FAA) and / or Transportation Security Administration (TSA) security regulation violations or as determined by JAA.

Unsatisfactory performance by the Respondent may result in immediate cancellation of the Contract. If such Contract is terminated, JAA reserves the right to open negotiations with the next rank Respondent until a successful completion of negotiations and execution of a Contract.

Termination of the 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 Respondent pursuant to the Contract, or the like predicted in such termination.

The Contract is always subject to availability of budgeted funds.

## **2.13 ASSIGNMENT**

The Respondent will not assign or otherwise transfer its rights under the Contract without the prior written consent of JAA, nor will the Respondent assign any monies due or to become due to him hereunder, without the prior written consent of JAA.

## **2.14 SUBCONTRACTORS**

If Subcontractors are to be used, the Respondent will, as soon as practicable after signing the Contract, notify JAA in writing the names, address and contact information of Subcontractors proposed for the work. Subcontractors will not be employed unless and until they are approved by JAA. The Respondent is as fully responsible to JAA for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. It is the responsibility of the Respondent to ensure that Subcontractors comply with all terms and conditions of this Contract. Nothing contained in the Contract documents creates any contractual relationship between the Subcontractors and JAA.

JAA requires that all Subcontractors enter into a formal Contract with the prime Respondent that clearly lists all of the agreed upon conditions. The Respondent shall furnish proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

#### **2.15 PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS**

Generally, when the Respondent receives payment from JAA for labor, services or materials furnished by Subcontractors and suppliers hired by JAA, the Respondent shall remit payment due (less proper retainage) to those Subcontractors and suppliers within 20 calendar days after Respondent's receipt of payment from JAA. Nothing herein shall prohibit Respondent from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, the Respondent may withhold the disputed portion of any such payment only after Respondent has provided notice to JAA and to the Subcontractor and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute, (iii) specifically describe the actions required to cure the dispute, (iv) be delivered to JAA and to the said Subcontractor or supplier within 10 calendar days after the Respondent's receipt of payment from JAA. The Respondent shall pay all undisputed amounts due within the time frames specified in this section.

#### **2.16 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 Respondent must contact JAA immediately. In addition, any Federal and State legislation which should become effective regarding equipment safety will immediately become a part of this contract. Respondent will have the option to meet or exceed any such safety standard.

#### **2.17 CHANGES IN PERSONNEL**

The Respondent will notify JAA contact in writing, prior to affecting a personnel change concerning the personnel assigned to the Contract. JAA will have the right to reject any personnel assigned to perform work under this Contract.

#### **2.18 NO INDIVIDUAL LIABILITY**

No member, officer, agent, director or employee of JAA or Respondent will be charged personally or held contractually liable by or to the other party under the terms or provisions of the Contract or because any breach thereof or because of its or their execution or attempted execution.

#### **2.19 ARTICLE/SECTION HEADING**

The article and section headings contained in this RFP are included for convenience only and are not to be considered a part hereof or affect in any manner the construction or interpretation of the RFP.

#### **2.20 ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of the Contract, the provisions of JAA's RFP Number 18-21-11001 and Respondent's Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) the Contract; 2) JAA's RFP Number 18-21-11001; 3) Respondent's Proposal; and 4) the Purchase Order.

#### **2.21 GOVERNING LAW AND VENUE**

The venue of any legal action brought by or filed against JAA relating to any matter arising under this solicitation or the resulting Contract will be exclusively in the appropriate court, sitting in Duval County, Florida that has jurisdiction over such legal action. This solicitation and the resulting Contract will be governed by and interpreted under the laws of the State of Florida.

## **2.22 NONWAIVER**

Failure by either Party to insist upon strict performance of any of the provisions of this Contract will not release either Party of any of its obligations under the Contract.

## **2.23 ENTIRE AGREEMENT**

This Contract is the entire agreement of the Parties and the Parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this Contract. Respondent agrees that no representations have been made by JAA to induce the Respondent to enter into the Contract other than as expressly stated in this Contract. This Contract can neither be changed orally, nor by any means other than by written amendments expressly referencing this Contract and signed by all Parties hereto.

## **2.24 PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Respondents should be aware that the RFP's and the responses hereto are public record. However, the Respondents are requested to identify specifically any information contained in their proposals, which they believe to be exempt from public disclosure, citing specifically the applicable exempting law. JAA will consider a Respondent's opinions regarding the applicability of Chapter 119, Florida Statutes, but shall not be obligated to concur in such opinions, and shall have no liability to a Respondent for making public any information contained in a response hereto. All Proposals received from Respondents in response to the RFP will become the property of JAA and will not be returned to the Respondents. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of JAA.

## **2.25 TIME REQUIREMENT**

For every requirement of this solicitation and the resulting Contract, time is of the essence.

## **2.26 DAMAGES**

The Respondent acknowledges that it can be compensated adequately by money damages for any breach of the Agreement that may be committed by JAA. The Respondent agrees that no default, act or omission of JAA shall constitute a material breach of the Agreement entitling the Respondent to cancel or rescind the same or to suspend or abandon performance thereof; and the Respondent hereby waives any and all rights and remedies to which the Respondent might otherwise be entitled to because of any wrongful act or omission of JAA, saving only the Respondent's right to money damages.

## **2.27 WORK PRODUCT OWNERSHIP**

The Respondent agrees that any and all work developed in the performance of this resulting Agreement, including that which may exist in electronic format, shall be and remain the sole property of JAA and shall, upon request, be turned over to JAA. The Respondent further agrees that this documentation may be used on any other work without additional compensation to the Respondent. With respect thereto, the Respondent agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Respondent for a period of three (3) year after completion of the project, agrees to furnish and provide access to all retained materials on the request of the JAA. Unless otherwise provided in the resulting Agreement, the Respondent shall have the right to retain copies of all such materials beyond such period.

## 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 Airport at Craig, 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.

In managing the operations of JAA's Airport System, JAA's Chief Executive Officer (CEO) reports to a Board of Directors that consists of seven members: four appointed by Florida's governor and three appointed by the City of Jacksonville's mayor. JAA's CEO is responsible for the safe and efficient development and operation of the Authority and its airports. In this capacity, he/she oversees: (i) the safe, reliable and efficient operation of the airport; (ii) a program of domestic and international air service development; and (iii) an ongoing program of capital investment and maintenance.

JAA is seeking an established Firm or Independent Consultant that possesses in-depth knowledge, experience and a proven track record of success in completing an Executive Search for the recruitment of a Chief Executive Officer. The services provided under this RFP are non-exclusive.

### 3.02 SCOPE OF SERVICES

#### A. Project Details

A Search Committee has been established to make recommendation regarding JAA's Chief Executive Officer (CEO) position. More specifically, the Search Committee will lead JAA's efforts in recruiting highly qualified and experienced candidates to be considered for JAA's CEO position, assistance in which is the primary objective for this solicitation; however, this solicitation also seeks assistance in the general recruitment for various high-level positions within JAA, as the need for the same arises. In responding to this solicitation, Respondent's proposed scope of work should address both the Primary CEO Recruitment Objective and the General High-Level Recruitment Objective. In meeting these objectives, the successful Respondent may be required to execute a confidentiality agreement relating to the process, search services, identification and dissemination of potential personnel for recruitment.

#### B. Outline of General Scope of Services

JAA requires at least the services specifically referenced herein. As such, Respondent's proposed scope of work should state in detail how it will carry out each task, including the personnel/job titles responsible for completing the task. For each service specified, Respondent should propose criteria to determine when the tasks comprising the service are satisfactorily completed. Respondent may propose additional or revised tasks and activities, but should explain why each is necessary to achieve the project objectives.

Services include, but are not limited to, the following:

1. Develop Recruitment and Selection Material: Define the preliminary screening process and the detailed steps used to narrow the field of candidates to those that most closely match JAA's needs.
2. Recruitment:
  - a. Direct solicitation of qualified candidates; and
  - b. Administer all correspondence with candidates throughout the process, including notification of unsuccessful candidates.
3. Screening and Evaluation
  - a. Receive resumes and review qualifications.

- b. Conduct review and screening of initial candidates, providing periodic status updates.
  - c. Present a written report on employment background, personal strengths, accomplishments, recommendations, and personal and professional references for top candidates.
4. Interviews: Provide recommended questions for onsite interviews.
  5. Background and Reference Checks: Conduct detailed background and professional reference checks, including, but not limited to, verification of education background, criminal / civil litigation checks, financial / credit background checks and media check on recommended finalists.
  6. Offer and Negotiations: Assist JAA in developing a final employment offer and, if necessary, a relocation package to selected candidate.
  7. Similar Services: Perform services not specifically enumerated but similar in nature as the need might arise.
  8. Follow-up.

C. Hours and Location of Work

On-call services will be required. JAA will assign tasks to the successful Respondent(s). Work will be able to be performed offsite for some assignments. The successful Respondent(s) may need to perform work onsite at JAA's request, such as for interviews, meetings, etc.

**3.04 CONTRACT**

Respondent must specify if JAA's Contract is acceptable (see **Exhibit F**). 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.

**3.05 PERFORMANCE MEETINGS**

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

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ARTICLE IV – PROPOSAL FORM

Respondent's Name: \_\_\_\_\_

(Page 1 of 3)

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 FIVE (5) 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 RFP 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. MANDATORY REQUIREMENTS – PASS OR FAIL

In order for JAA to consider the qualifications of Respondents for this Project, each Respondent must provide written documentation in the form of a letter signed by an authorized representative of the Respondent, that it meets the following Mandatory Minimum Qualifications:

- 1. Submit documentation that Respondent must have a minimum of five (5) years primary experience, immediately prior to the date of this proposal opening, in providing executive recruitment services for public sector clients similar in size and scope (aviation experience is preferred but not required).

B. Proposed Fees (Maximum 20 points): Respondent is requested to provide: (i) a not-to-exceed amount for its proposed rates, fees and charges to satisfy the Primary CEO Recruitment Objective; and (ii) a not-to-exceed amount for its proposed fees rates and charges associated with JAA's ongoing need for General High-Level Recruitment Objective, based on an initial three year term, with an option to renew for up to two additional years at the sole discretion of JAA:

- 1. Primary CEO Recruitment (Total Not-to-Exceed Amount): \$\_\_\_\_\_
2. General High-Level (Total Not-to-Exceed Amount per Recruitment – FY 2019): \$\_\_\_\_\_
3. General High-Level (Total Not-to-Exceed Amount per Recruitment – FY 2020): \$\_\_\_\_\_
4. General High-Level (Total Not-to-Exceed Amount per Recruitment – FY 2021): \$\_\_\_\_\_
5. General High-Level (Total Not-to-Exceed Amount per Recruitment – FY 2022): \$\_\_\_\_\_
6. General High-Level (Total Not-to-Exceed Amount per Recruitment – FY 2023): \$\_\_\_\_\_

C. Experience and Qualifications (Maximum 30 points)

D. Project Plan, Timeline and Staffing (Maximum 30 points)

E. Knowledge, Experience and Plan for Compliance with Florida's Sunshine Laws (Maximum 20 points)

F. Local Preference Program (Maximum 5 points): Respondents applying for Local Preference must submit the Local Business Verification Form, Exhibit E.

G. References (Maximum 5 points): Respondent is requested to submit three references for which Respondent has provided similar services. References should be submitted on the Reference Questionnaire, Exhibit D.

**ARTICLE IV – PROPOSAL FORM**

Respondent's Name: \_\_\_\_\_

(Page 2 of 3)

**H. Conflict of Interest Certificate, Exhibit C.**

**I. Addendum Acknowledgement, if applicable**

Acknowledgment of the following Addenda is hereby made:

Addenda No. \_\_\_\_\_ Date: \_\_\_\_\_ Respondent's Initial: \_\_\_\_\_

Addenda No. \_\_\_\_\_ Date: \_\_\_\_\_ Respondent's Initial: \_\_\_\_\_

Addenda No. \_\_\_\_\_ Date: \_\_\_\_\_ Respondent's Initial: \_\_\_\_\_

**J. 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

**K. Acknowledgement of Warranty Acceptance is hereby made: Respondent's Initial: \_\_\_\_\_**

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

Respondent's Initial: \_\_\_\_\_

**M. Acknowledgement of ACH Payment acceptance is hereby made:**

Respondent's Initial: \_\_\_\_\_

**N. Acknowledgement of Indemnification and Insurance requirements is hereby made:**

Respondent's Initial: \_\_\_\_\_

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

Respondent's Initial: \_\_\_\_\_

***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.***

***(The remainder of this page has been intentionally left blank)***

**ARTICLE IV – PROPOSAL FORM**

Respondent's Name: \_\_\_\_\_

*(Page 3 of 3)*

**P. Proposer Certification and Signature:**

By submitting this Proposal, the Respondent certifies that the Respondent 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 Respondent is legally authorized to do business in the State of Florida, and that the Respondent maintains in active status all appropriate license required for the work.

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

Respondent Name: \_\_\_\_\_

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

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

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

Respondent is a:  Corporation  Partnership  Individual

Federal Identification Number: \_\_\_\_\_

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

\_\_\_\_\_

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

***(The remainder of this page has been intentionally left blank)***



## 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 sub tier 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.

***(The remainder of this page has been intentionally left blank)***

**NO PROPOSAL FORM**

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

**Jacksonville Aviation Authority  
Attn: Procurement Department  
14201 Pecan Park Road  
Jacksonville, FL 32218**

Please be sure "NO PROPOSAL" and the Proposal Number are clearly shown on the outside of the envelope.  
**RETURN THIS FORM ONLY.**

We are unable to submit a proposal at this time due to the following reasons:

- 1. We are unable to provide the nature of the service/products requested. \_\_\_\_\_
- 2. Requested specifications are too restrictive. (Please elaborate) \_\_\_\_\_
- 3. We are unable to comply with other terms of this invitation/request. \_\_\_\_\_
- 4. Request was not sufficiently clear. \_\_\_\_\_
- 5. Other: Please state the reasons in detail.

Comments: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

# EXHIBIT "A"



# JAA

Jacksonville  
Aviation  
Authority



**GOING BEYOND DAILY!**

**ONE TEAM ONE DIRECTION**

# **ORGANIZATIONAL STRUCTURE**

## **May, 2018**

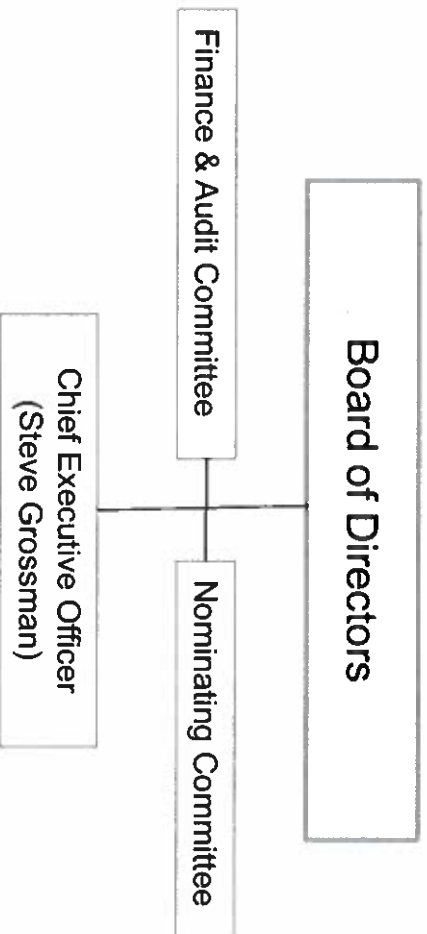




**JAA**

Jacksonville  
Aviation  
Authority

## Board of Directors



### Finance & Audit Committee

Terri Davlantes, Chair  
Jay Demetree  
Russ Thomas

### Nominating Committee

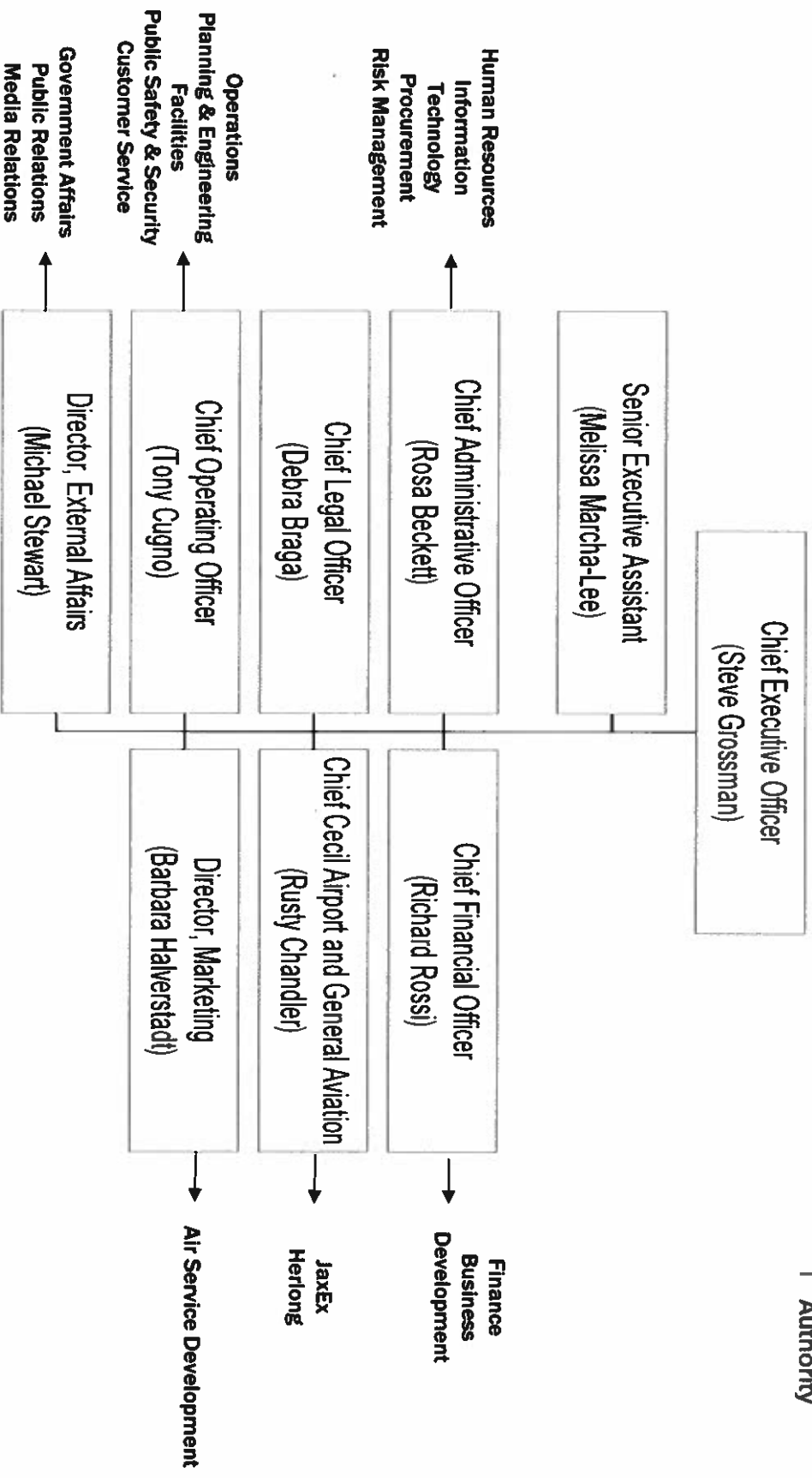
Patrick Kilbane, Chair  
Frank Mackesy  
Ray Alfred

### Board of Directors

Giselle Carson, Chair  
Jay Demetree, Vice Chair  
Patrick Kilbane, Immediate Past Chair  
Russ Thomas, Secretary  
Teresa Davlantes, Treasurer  
Frank Mackesy, Member  
Ray Alfred, Member



# Senior Management



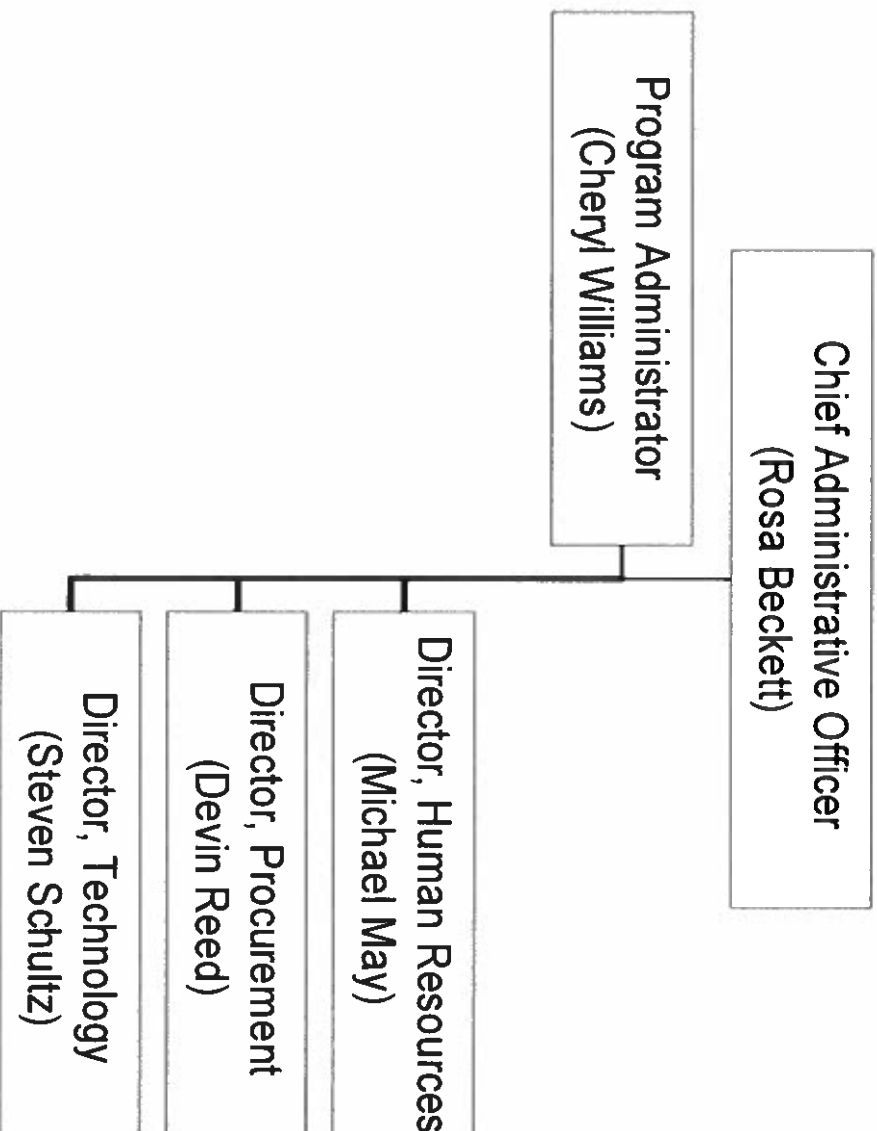
**JAA**  
Jacksonville  
Aviation  
Authority





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## Administration

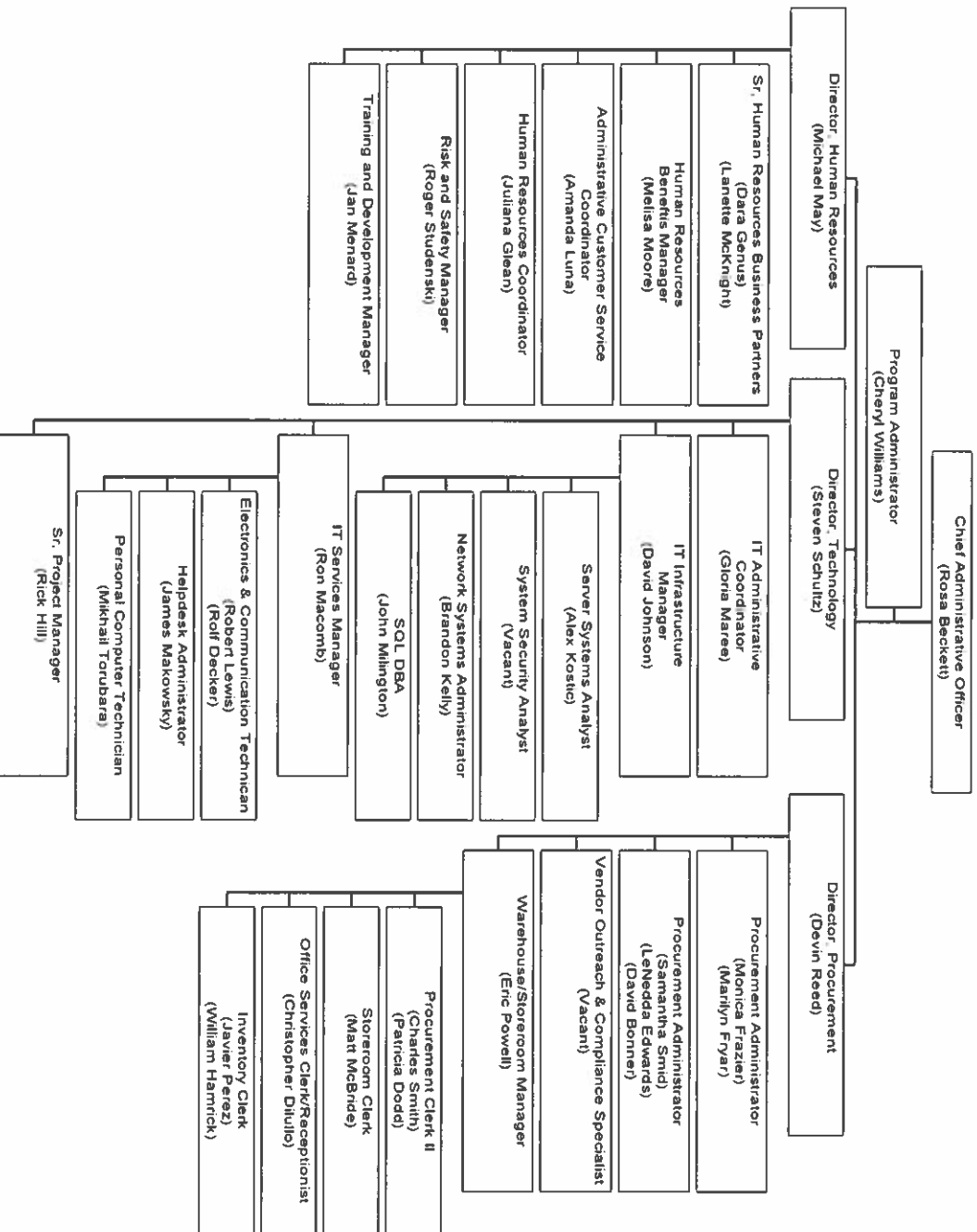




# Human Resources / Information Technology / Procurement / Risk Mgmt.

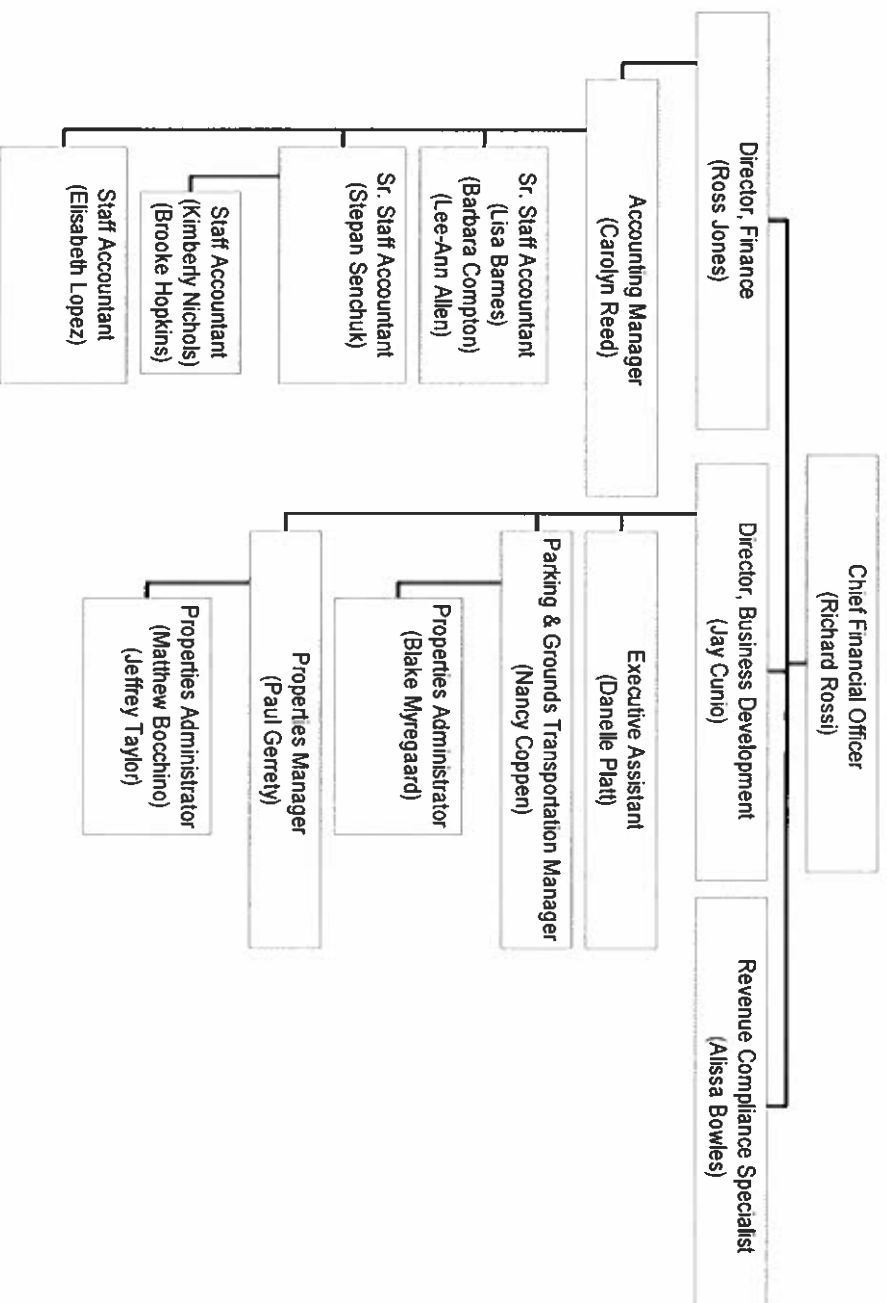


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Authority





# Finance / Business Development

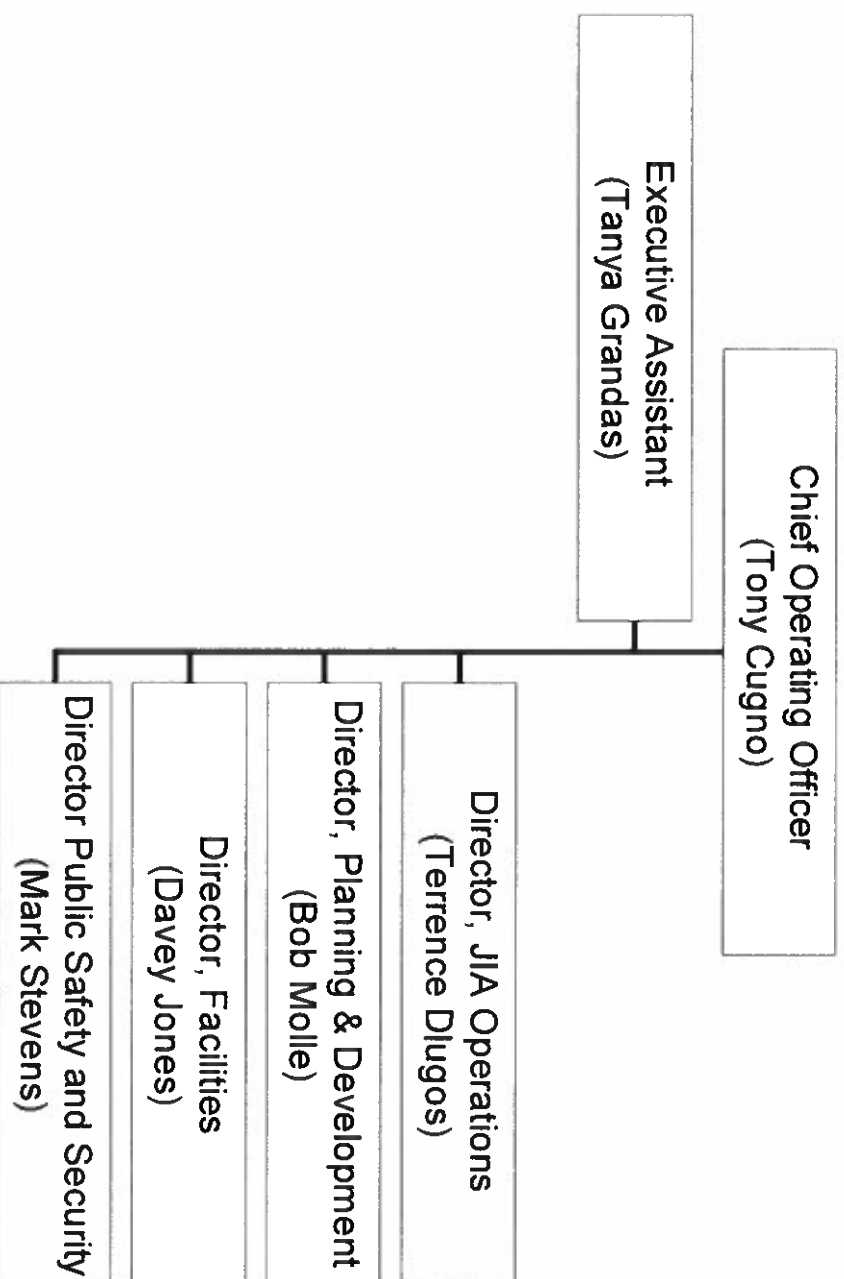




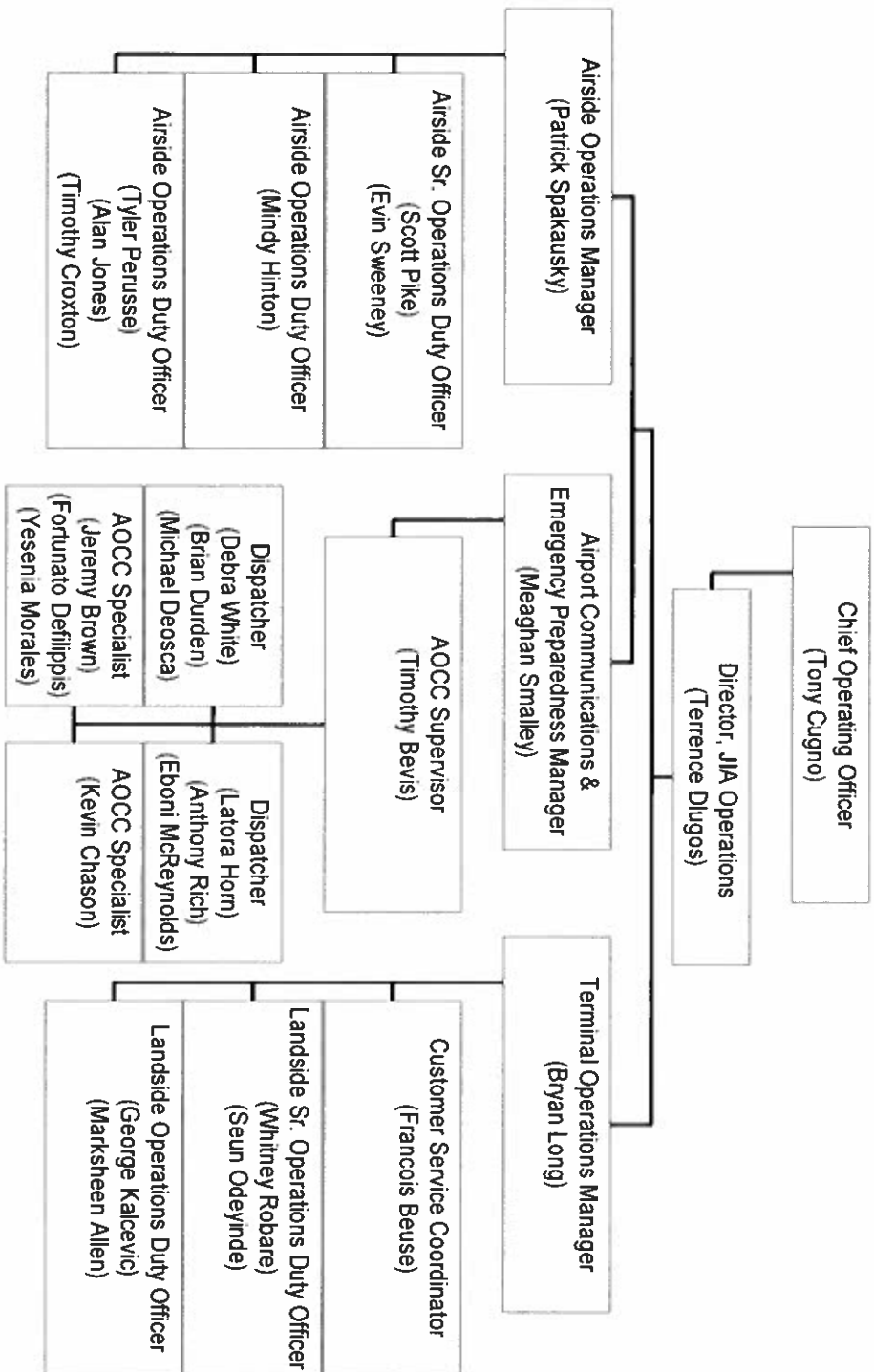
**JAA**  
Jacksonville  
Aviation  
Authority

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**Operations / Planning & Development / Facilities / Public Safety & Security**



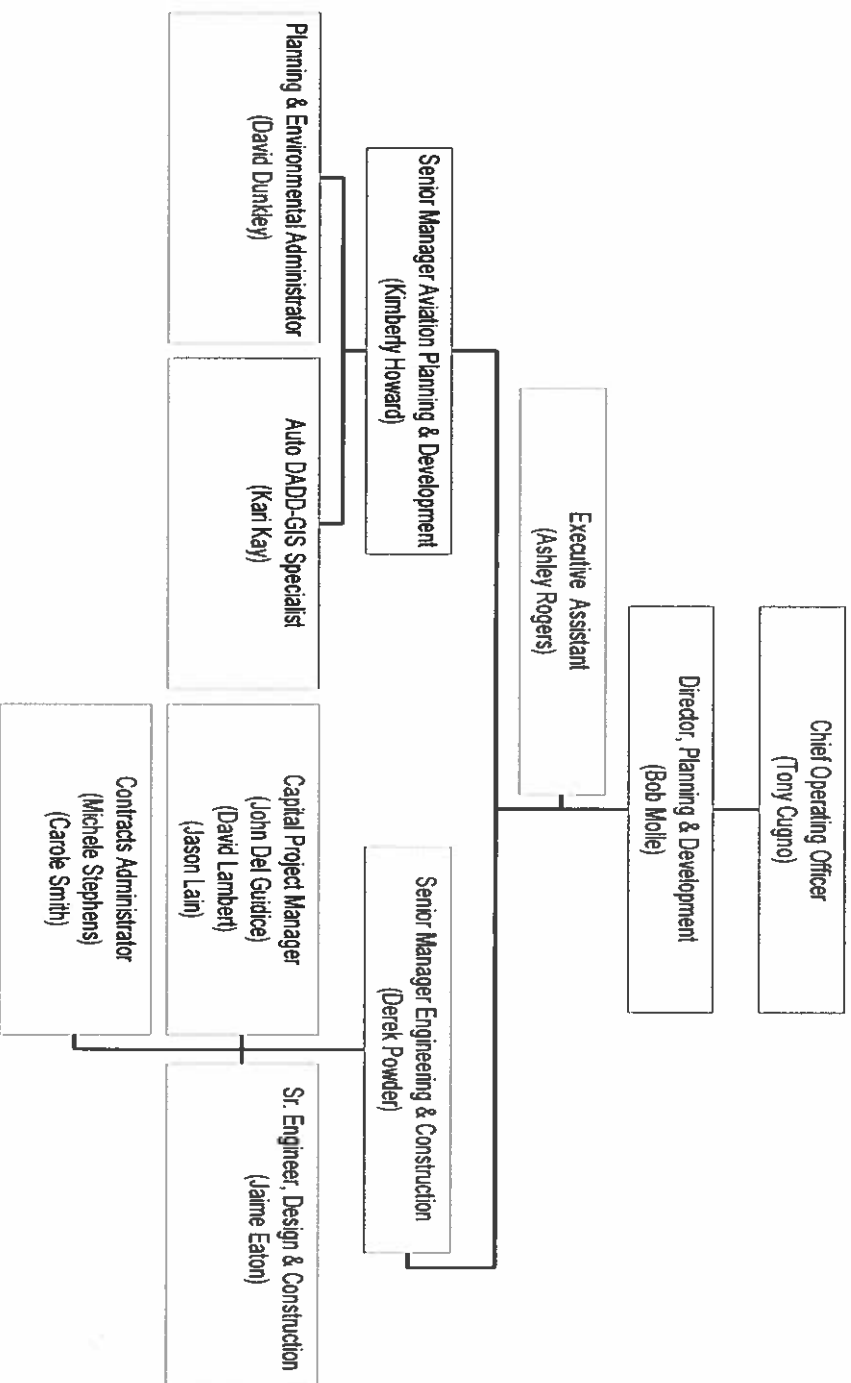
# JIA Operations



**JAA**  
 Jacksonville  
 Aviation  
 Authority

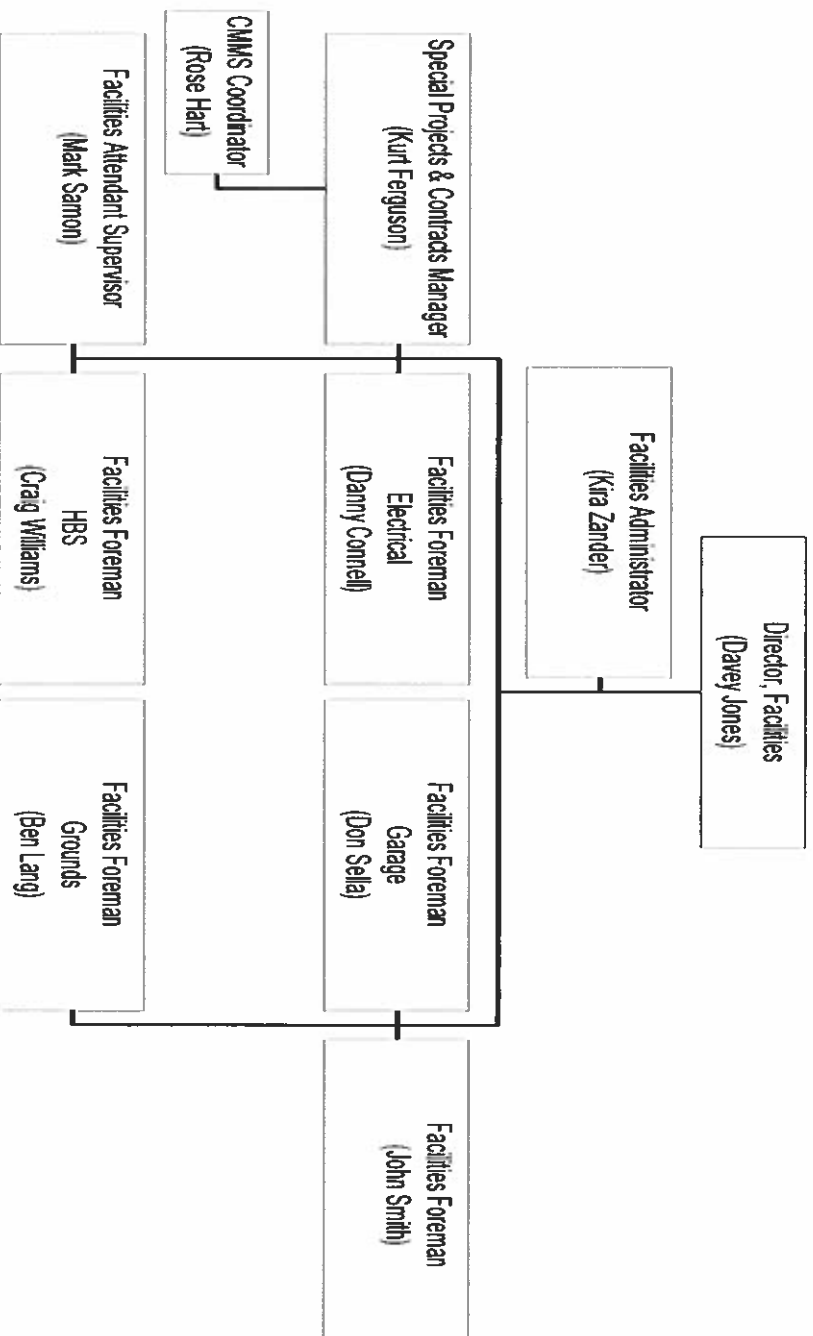


# Planning & Development



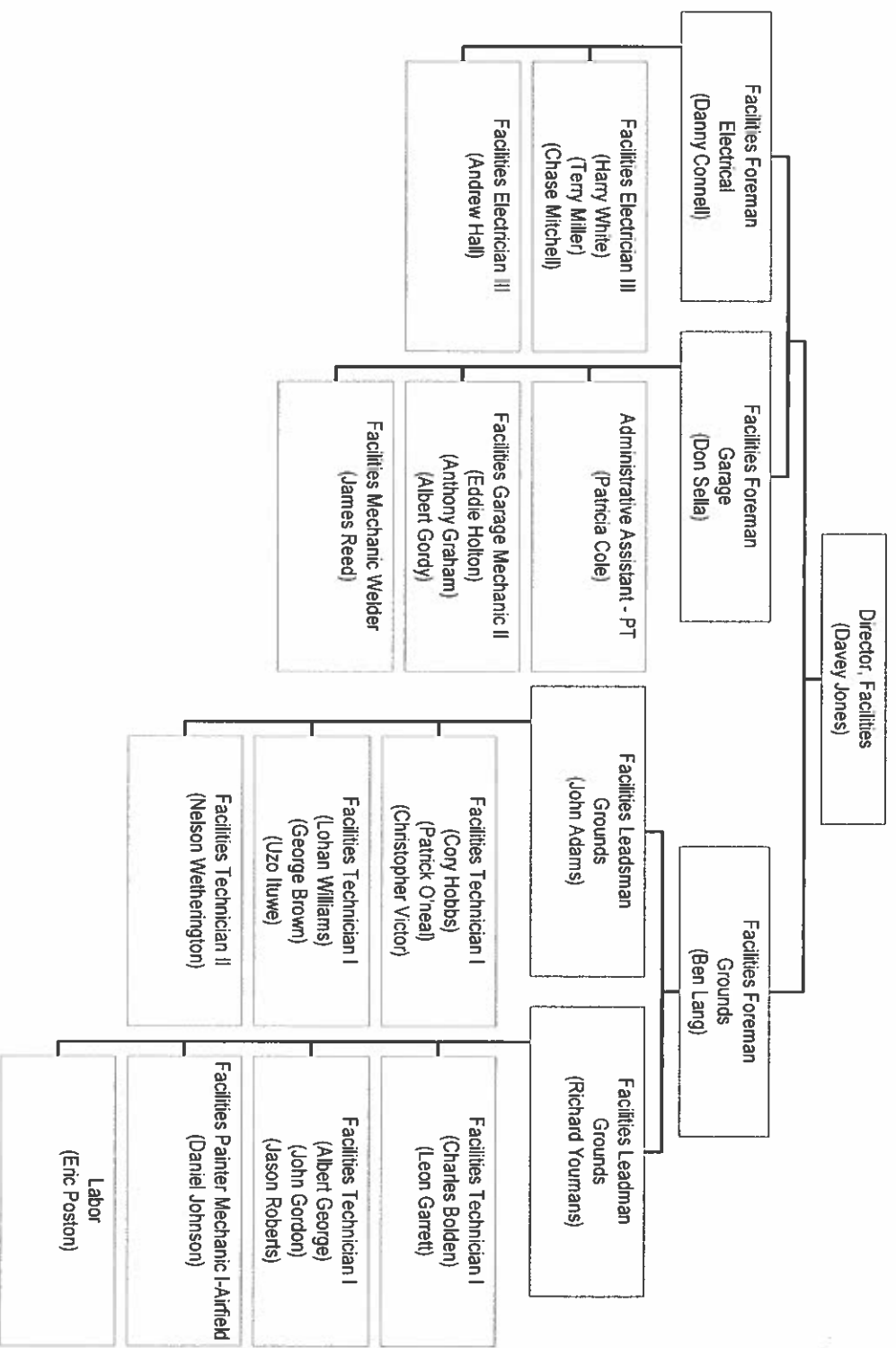


# Facilities Maintenance



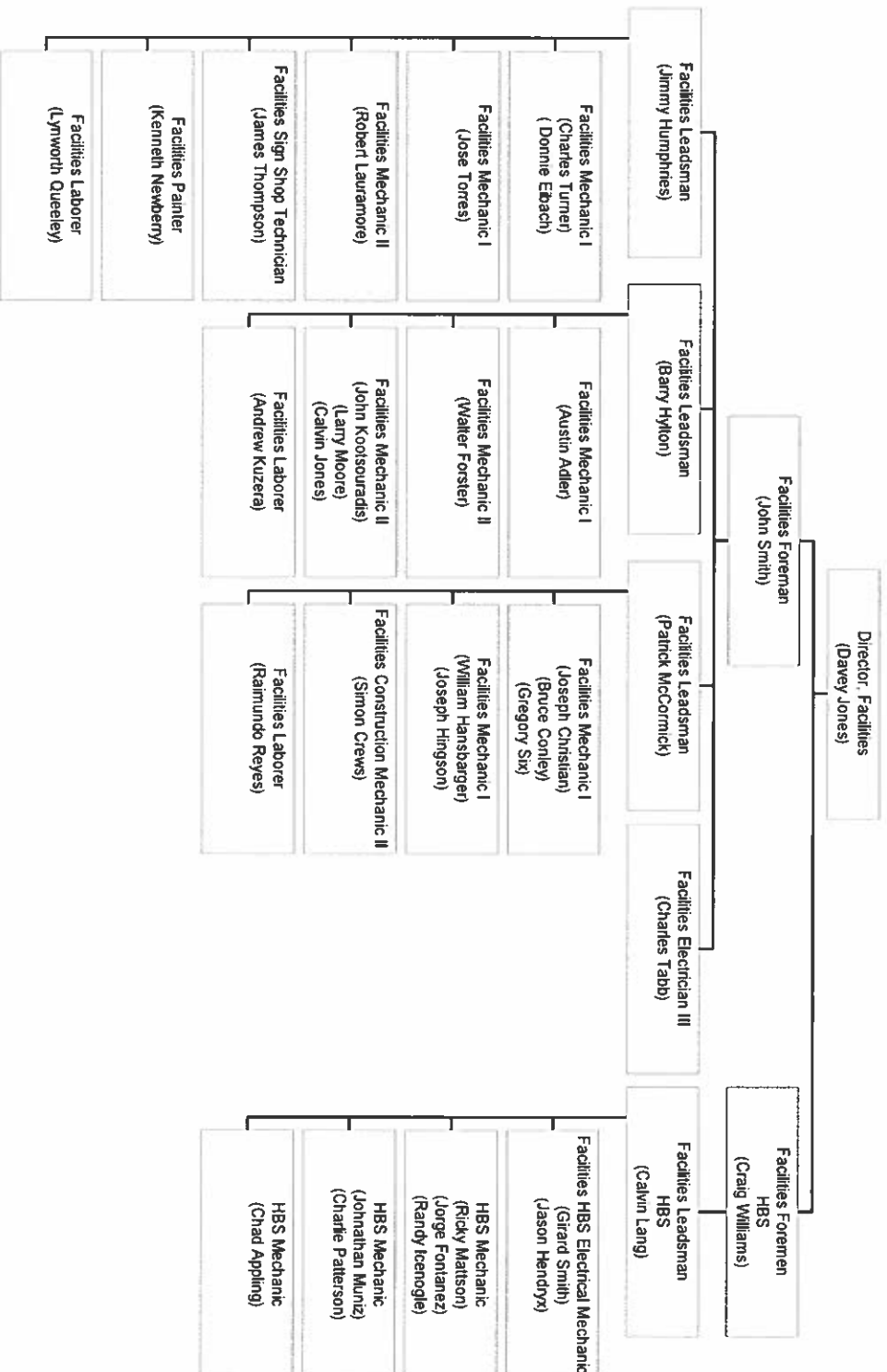


# Facilities Maintenance cont.





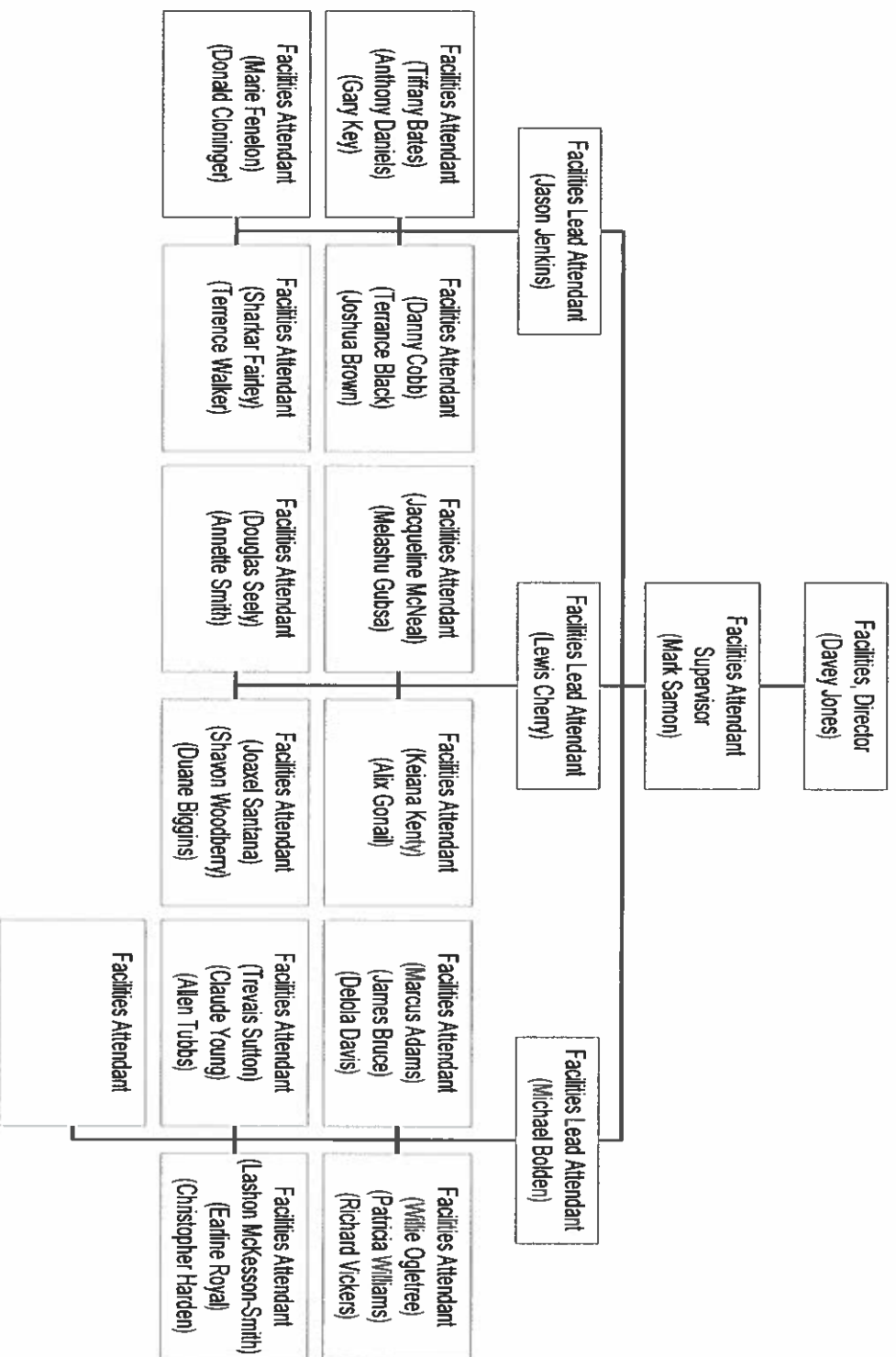
# Facilities Maintenance cont.







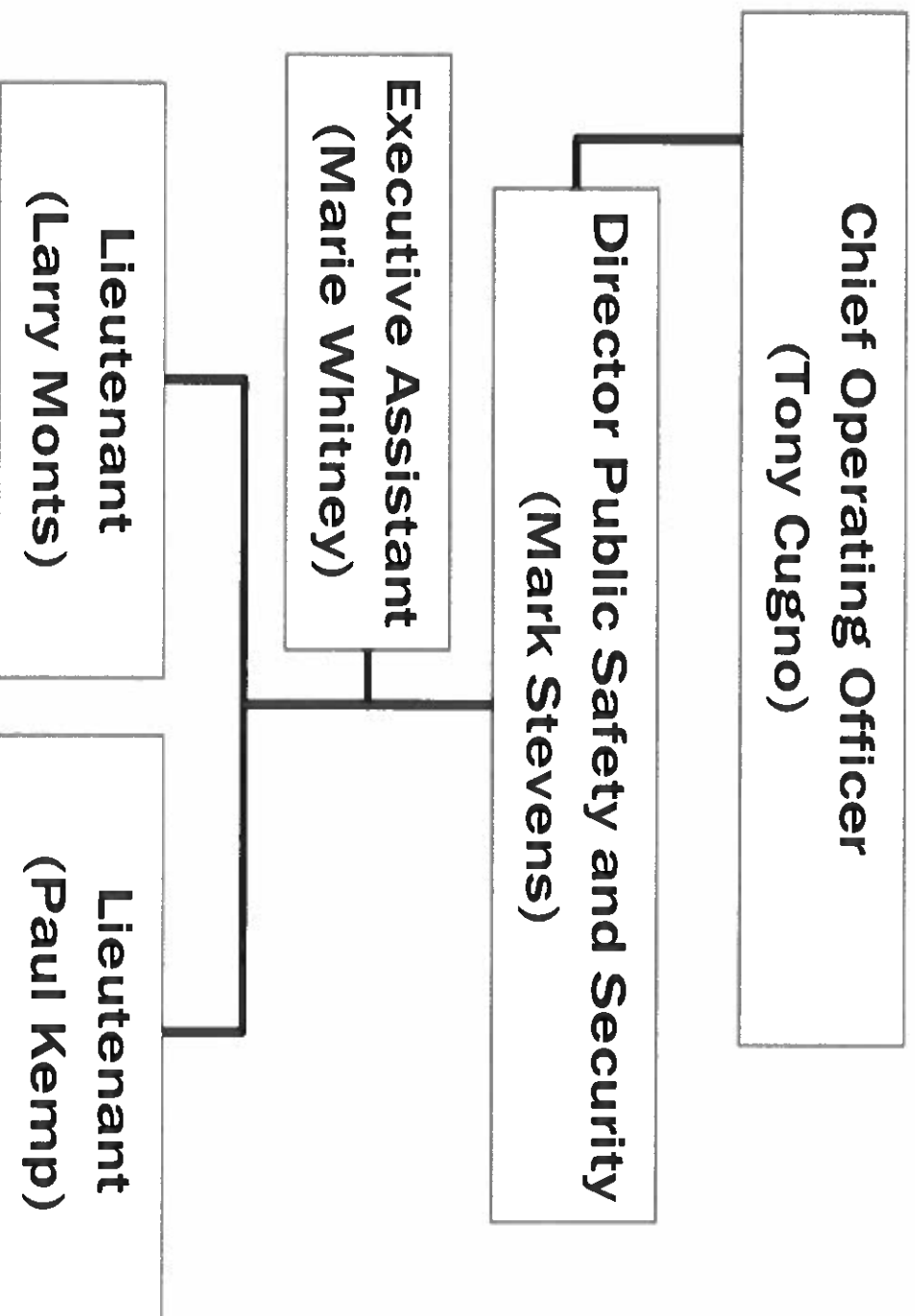
# Facilities Maintenance cont.





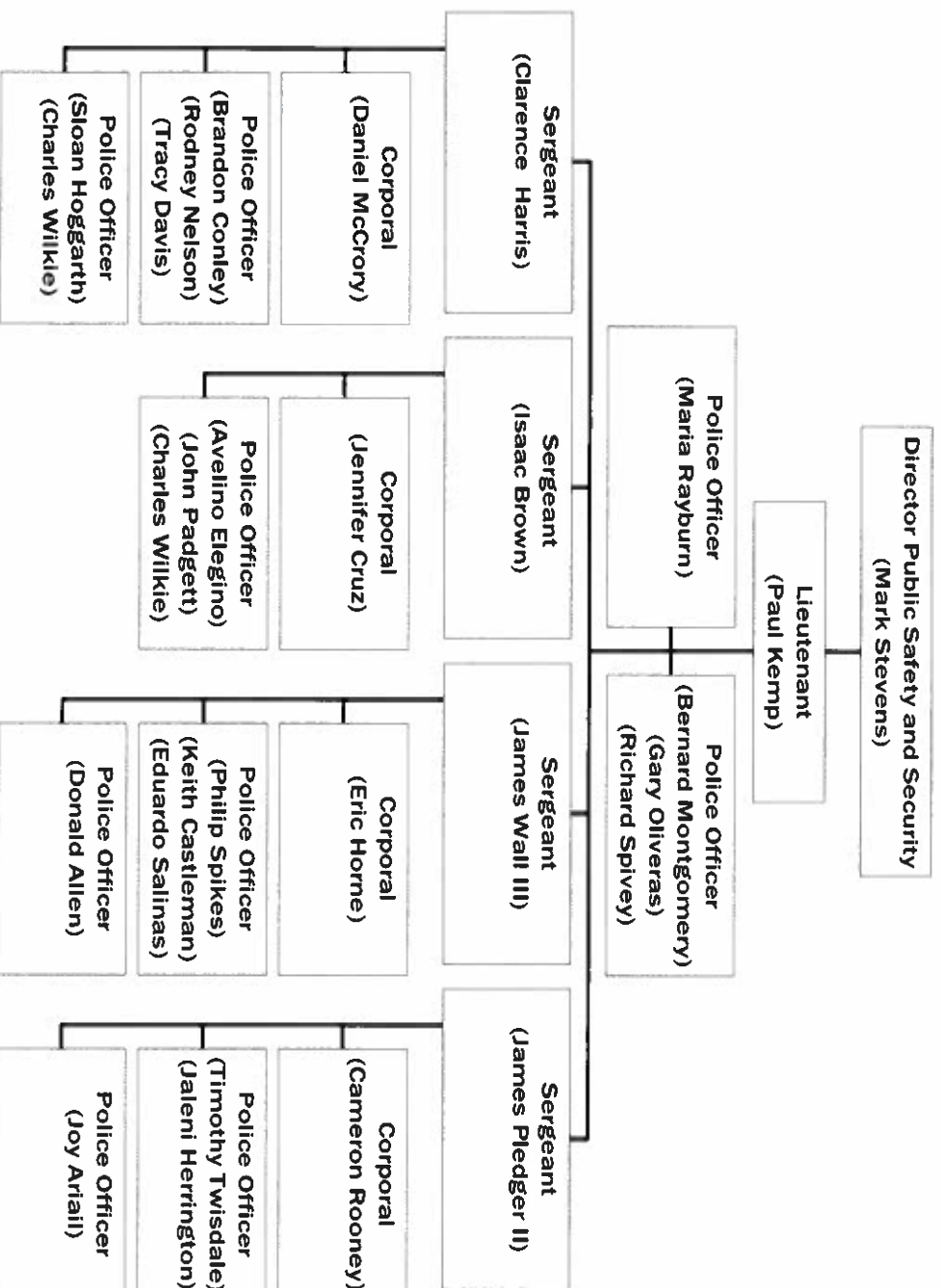
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**Public Safety & Security**



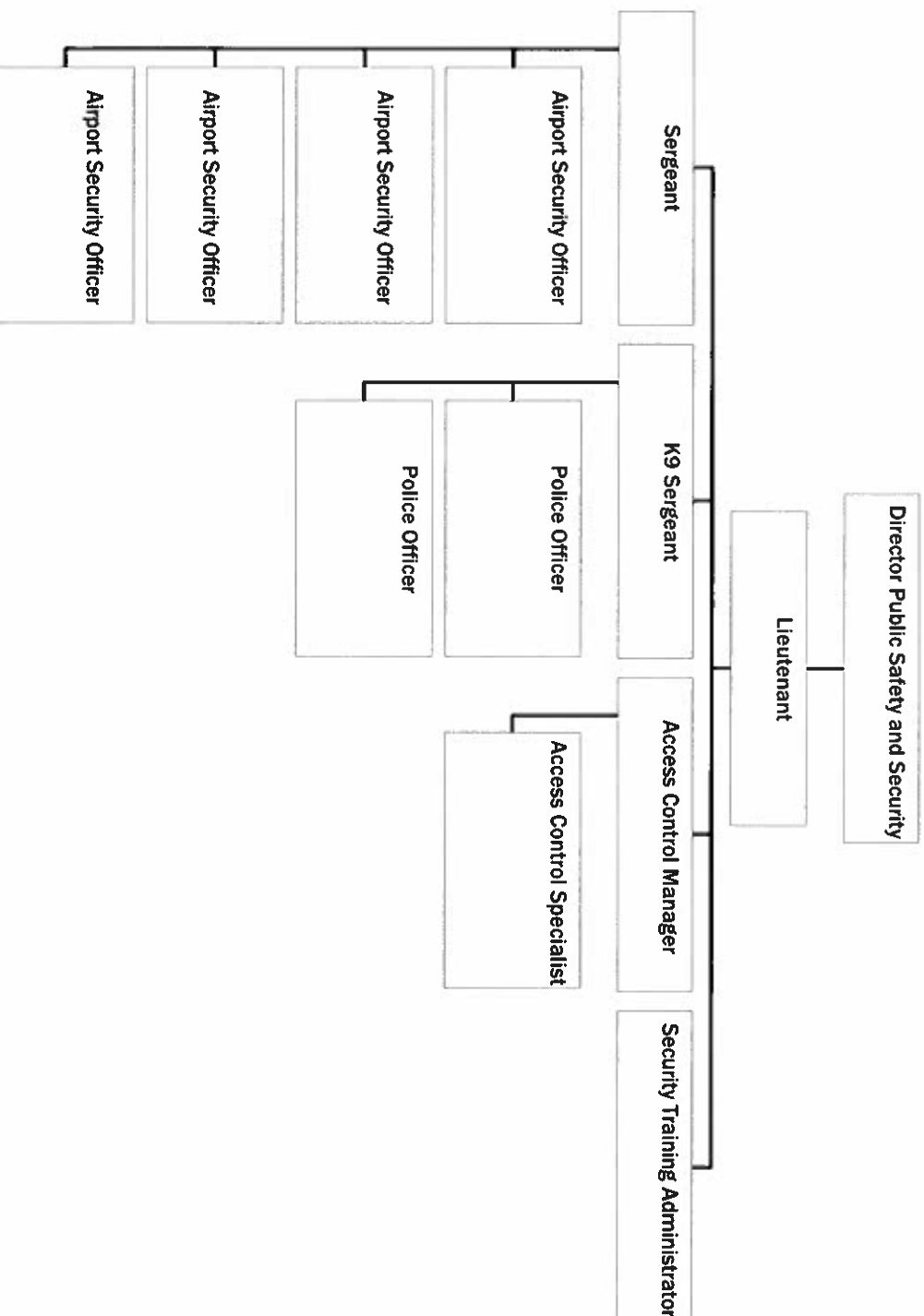


# Public Safety & Security





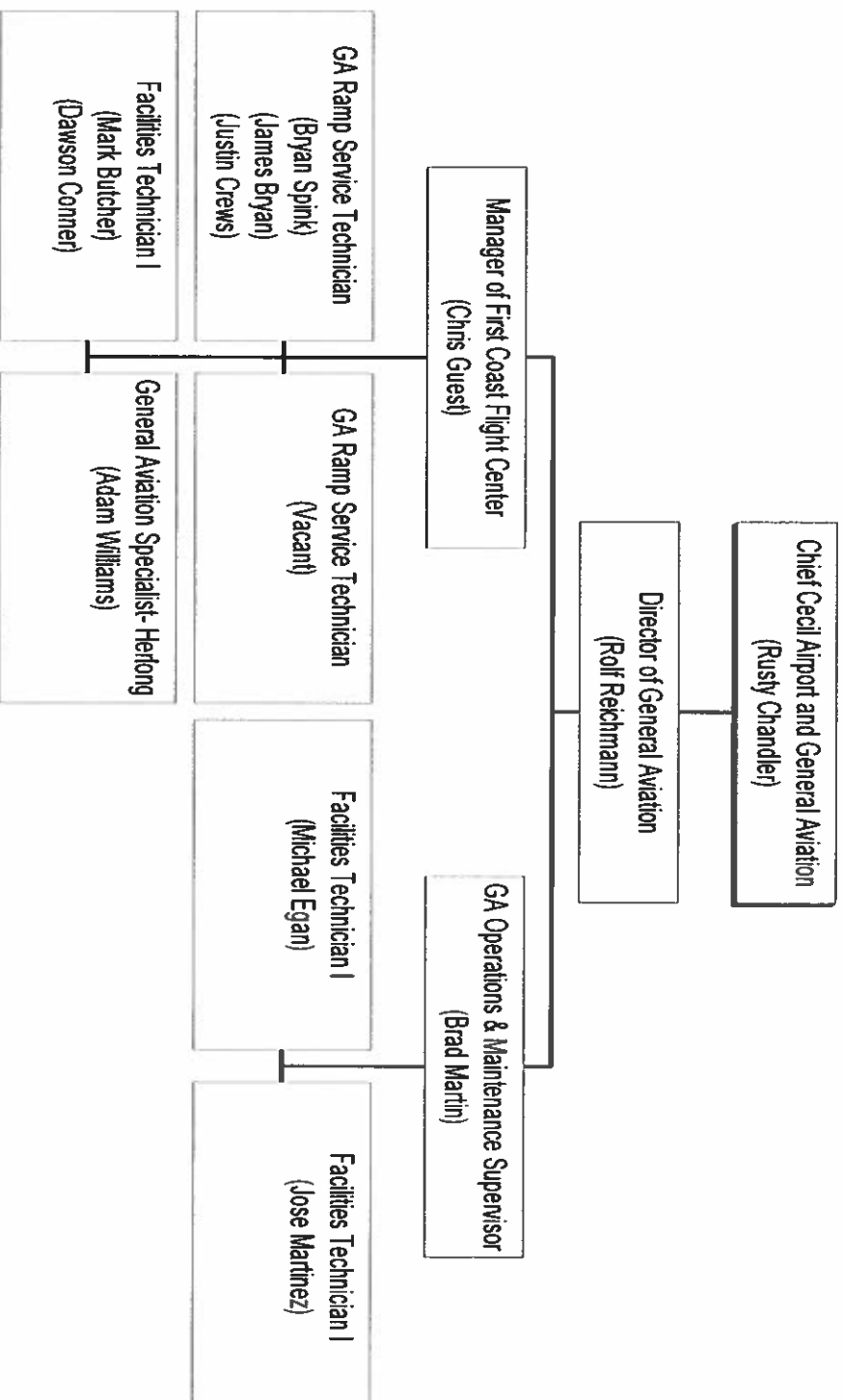
# Administration Airport Security



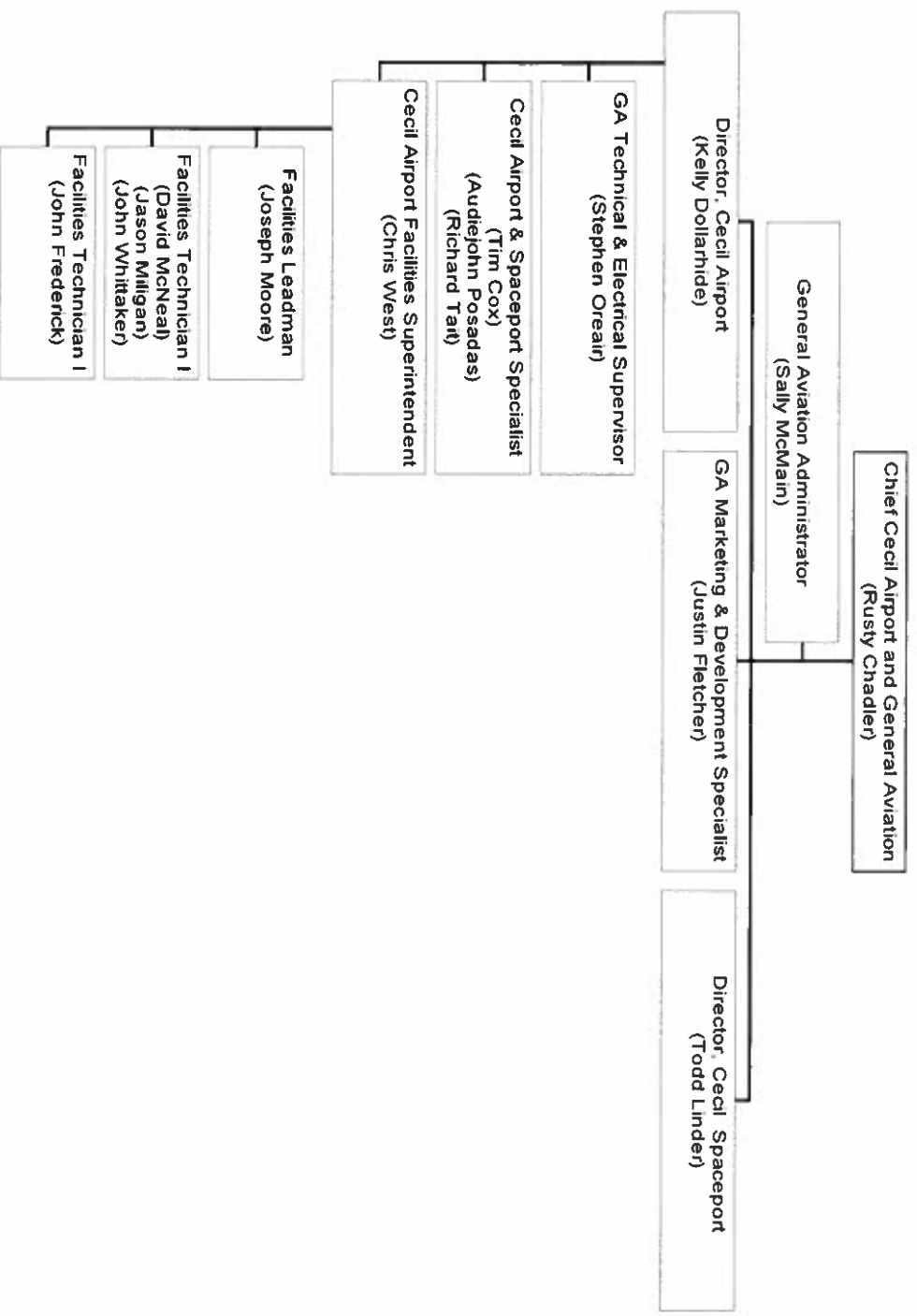
# General Aviation – JaxEX & Herlong Airport



**JAA**  
Jacksonville  
Aviation  
Authority



# Cecil Airport

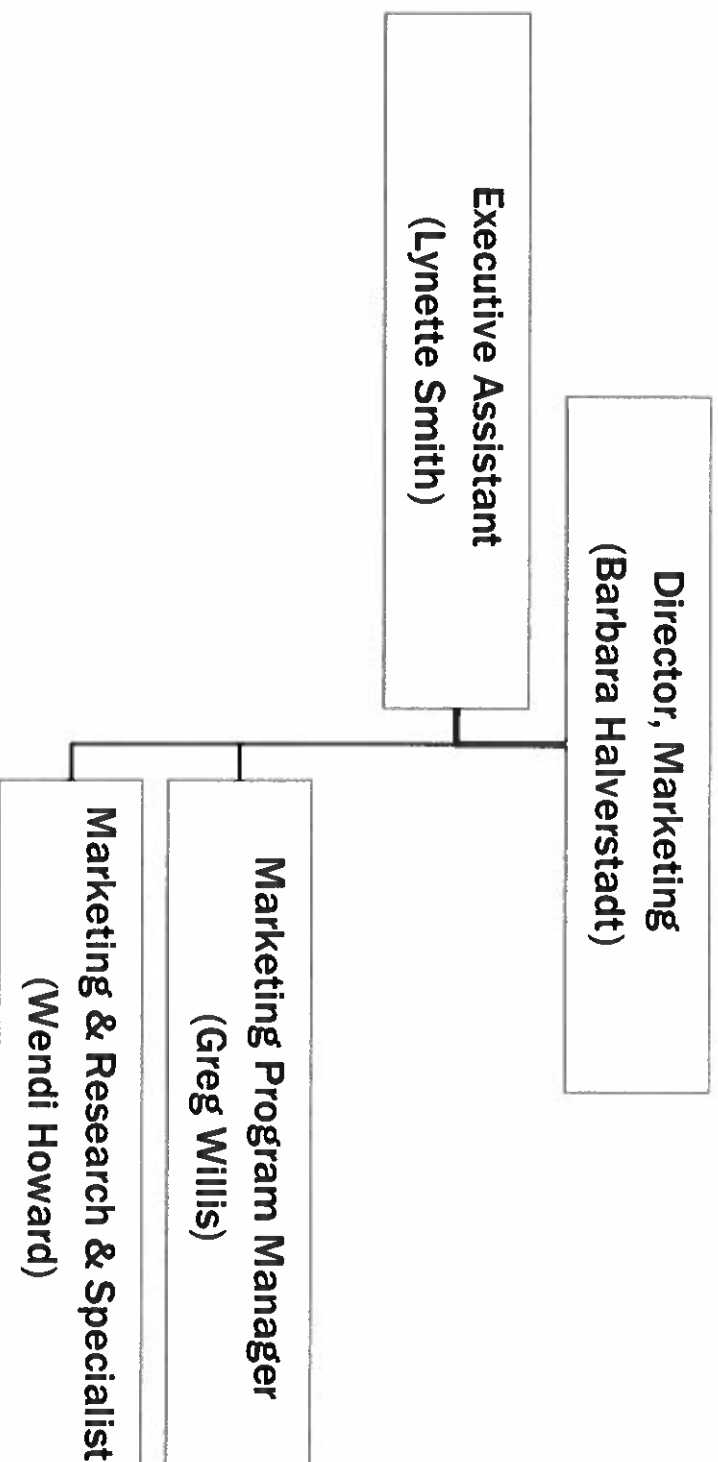


**JAA**  
Jacksonville  
Aviation  
Authority



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## Aviation Marketing

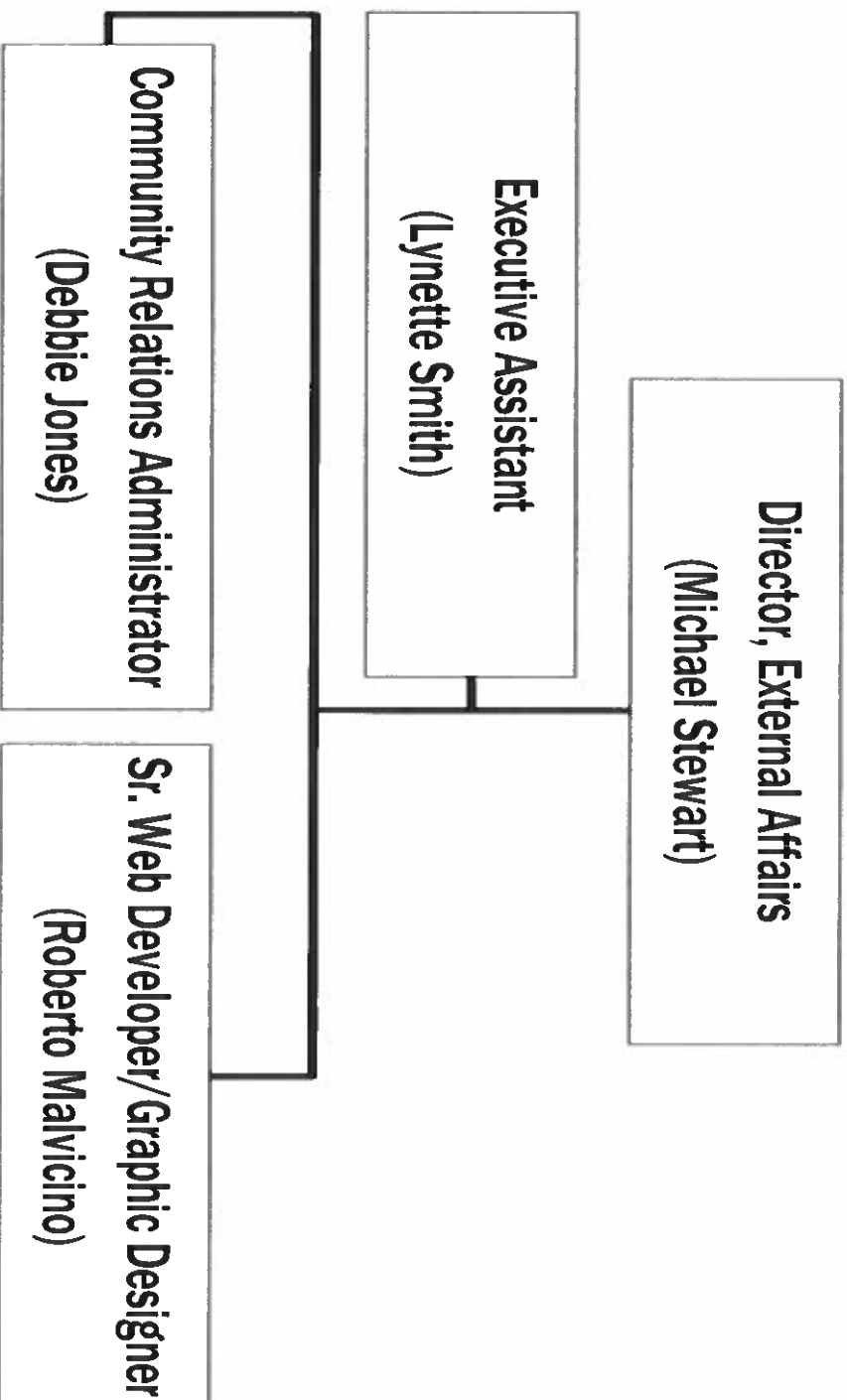


**JAA**  
Jacksonville  
Aviation  
Authority



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**External Affairs**





## EXHIBIT “B”

<b>TITLE:</b>	<b>Chief Executive Officer</b>			
<b>DEPARTMENT:</b>	<b>Office of Chief Executive Officer</b>			
<b>DIVISION:</b>	<b>Authority</b>			
<b>REPORTS TO:</b>	<b>Board of Directors</b>			
<b>LAST REVISED:</b>	<b>2018</b>			

### **GENERAL SUMMARY**

As head of the Authority, this position is responsible for the direction of all organizational and administration programs and operations with the objectives of maximizing service to customers and local commerce and optimizing returns on capital investments. Establishes short- and long-term goals and objectives; formulates corresponding plans for implementation and adherence. Conducts and coordinates measures to achieve funding and facility/service expansion necessary for the realization of established organizational interests and strategy. Develops and participates in marketing initiatives, promoting and sponsoring organizational campaigns and programs. Represents organization with its major customers, the financial community, local and national government, and internationally establishing optimal organization-wide productivity. Manages and maintains a working environment and culture throughout the agency that is conducive to outstanding employee engagement.

### **ESSENTIAL FUNCTIONS**

Plans aviation operations strategy, policy, and objectives consistent with established short- and long-term performance and productivity goals.

Coordinates with staff in the analysis and assessment of statistical data, information, and studies relating to industry trends and internal operations performance.

Designs plans to increase utilization of air operations. Prepares and presents organizational development, growth, and general operational plans to the Board of Directors for approval.

Discerns proper courses of action for the implementation of established organizational strategies. Produces plans regarding staffing, departmental support, and operations performed to incorporate strategy. Communicates information to appropriate staff for timely and effective implementation.

Directs formulation of annual operations, capital, and special program budgets for organization. Directs the adherence to specified budgets to maintain maximum overall productivity.

Evaluates operations and facilities necessitating capital investments and formulates corresponding cost-effective strategies.

In coordination with financial sources, directs planning and preparation of proposed operating and capital expenditure budgets.

Amends and presents to the Board of Directors proposed expenditure modifications, changes, or additions as necessary to facilitate optimal organizational performance.

Directs activities and promotions to optimize the success of local air service and to achieve maximum awareness of organizational facilities and services.

Represents organizational interests through travel, meetings, industry-related committees, community involvement, etc.

Engages in meaningful dialogue and delivers presentations to promote organizational programs and services.

Communicates with local, state, and national officials to foster strong working relationships and promote organizational interests.

Through research, maintains current knowledge of trends in the air transportation industry.

Directs and coordinates staff and/or consulting efforts in the performance of specified operations and program implementation. Ensures that all activities relating to aviation programs are conducted in accordance with established policies and procedures.

Through consultation with appropriate staff, prepares and present plans for the negotiation and execution of contracts, leases, or other agreements involving the commitment of organization resources, facilities, or personnel.

Oversees the acquisition, development, operation, maintenance, repair, and improvement of facilities and equipment.

Confers and coordinates with appropriate staff in the development and implementation of short- and long-term operations plans.

Regularly evaluates, formulates, and administers approaches to maximize available capital and resources to facilities.

Facilitates the design and coordinates the distribution of a manual documenting the official policies and procedures for the execution of all organizational operations and functions.

Coordinates and approves the selection and proper performance of all organizational positions, ensuring staffing level necessary for maximum operational output are maintained.

Evaluates the performance of direct reports.

Monitors the maintenance of a well-trained and effective staff in all organization operations.

Supervises and assists in personnel grievances, problems, or discords, as necessary, to maintain an optimal working environment for effective performance and adherence to organizational policy.

Represents organizational interests in industry-related committee meetings, associations, public, private, or legally related endeavors impacting on organizational programs, services, or objectives.

Presents organization ideas and perspectives when appearing before legislative, administrative, and technical agencies. Assists Board of Directors appointees in their representation, as needed. Before the appropriate external bodies, discusses organizational plans and actions for funding of aviation to facilitate maximum service to customers, local, and organizational interests.

Negotiates with local and national government, trade, labor, professional, and industry related associations concerned with aviation operations.

## **MINIMUM REQUIREMENTS**

Position requires a Bachelor's degree from an accredited college or university in business, economics, public administration or a closely related field and eight to ten years experience in the management and direction of an organization in the aviation industry. Candidate must have demonstrated skill in strategy development, planning, and budget management. The ability to communicate and negotiate effectively is essential. Strong knowledge of business practices and principles, along with a broad understanding of industry-related trends, is also desirable. Proven effective participation in professional, public, and civic organizations relating to the aviation industry is preferred. A valid driver's license is required.

## **PHYSICAL REQUIREMENTS**

Ability to read and analyze complex data and information. Detail orientation is essential.

Oral and written communication, strategy development, planning, and performance evaluation are required capacities.

Ability to sit and/or stand for extended periods and endure significant travel.

## **DIRECT REPORTS**

Chief Operating Officer

Chief Financial Officer

Chief Administrative Officer

Chief Legal Officer

Senior Executive Assistant

Director of Marketing

Director of External Affairs

Chief of Cecil Airport and General Aviation

*The above statements are intended to describe the general nature and level of work being performed. They are not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified.*

# EXHIBIT C

## 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

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

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

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
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: \_\_\_\_\_



# EXHIBIT "D"

## REFERENCE QUESTIONNAIRE RFP No. 18-21-11001

(Page 1 of 2)

Proposer's Name: \_\_\_\_\_  
(Insert Name of Company Reference is being submitted)

Reference Name: \_\_\_\_\_

The person completing the Reference Questionnaire must provide a response to all of the following questions:

1. Describe the services provided by the Proposer to your organization.

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2. Please rate your overall satisfaction with the Proposer on a scale of 1 to 5, with 1 being "least satisfied" and 5 being "most satisfied." \_\_\_\_\_

3. If you answered three (3) or less to the previous question, what could the Proposer have done to improve their rating?

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4. Please indicate your level of satisfaction with the Proposer's project management structures, processes, and personnel. Use a scale of 1 to 5; with 1 being "least satisfied," and 5 being "most satisfied." \_\_\_\_\_

5. If you answered three (3) or less to the previous question, what could the Proposer have done to improve their rating?

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**REFERENCE QUESTIONNAIRE  
RFP No. 18-21-11001**

**Continued**

**(Page 2 of 2)**

Proposer's Name: \_\_\_\_\_  
*(Insert Name of Company Reference is being submitted)*

6. How long were past services provided or are the services currently being provided (if current, when did Proposer begin providing services?)

\_\_\_\_\_

7. Would you use the services of the Proposer again? Indicate on a scale of 1 to 5: with 1 being "absolutely not" and 5 being "absolutely yes". \_\_\_\_\_

8. Additional Comments or Feedback:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: THE PERSON COMPLETING THE REFERENCE QUESTIONNAIRE MUST PLACE THE QUESTIONNAIRE IN A SEALED ENVELOPE AND THEIR SIGNATURE MUST BE ACROSS THE ENVELOPE SEAL. THE SIGNATURE MUST MATCH THE SIGNATURE OF THE PERSON WHO COMPLETED THE QUESTIONNAIRE.**

As part of this solicitation, Respondent references are considered very important. As such, JAA will contact and evaluate the responses it receives from each reference provided in response to this solicitation. To the extent the required reference questionnaires are not received, contact with proposed references cannot be made, or the proposed references indicate a lack of knowledge or awareness of Respondent, the same will be negatively reflected in JAA's evaluation and award of points for this factor. Therefore, prior to proposing references, Respondents are encouraged to contact those individuals or entities being proposed as references in order to ensure that: (i) their contact information is current and correct; (ii) they are knowledgeable and aware of the issues for which they are being proposed as references; and (iii) they are ready, willing, able and permitted to provide the reference information being sought.

Person Responding to Reference Questionnaire: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature) **MUST BE THE SAME AS THE SIGNATURE ACROSS THE ENVELOPE SEAL**

Person's Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

Date Reference Form Was Completed: \_\_\_\_\_



## EXHIBIT "E"

### Local Business Verification Form

**Normal Market Area (NMA): Baker, Clay, Duval, Flagler, Nassau, Putnam and St. Johns County**

Name of Business:		Nature of Business:
Physical Address of Business: (not a PO Box)		
Type of Business	Circle One: Corporation	Sole Proprietor      Partnership      Other
City / State / Zip		
Local Phone Number:		Fax Number:
Date Business was established in NMA:		Number of employees living in the NMA:
County Location:		Contact Email Address:
Owners Name:		
Business License County:		Date License Issued:

You **MUST** include the following information with the return of the affidavit:

- Current Business, Occupational, and Professional Licenses.
- If a tie occurs between two Local Businesses or Local Bidders, then you will be requested to submit an Employee Roster to include Name, Date of Hire, City, County and Zip Code for the employees living in the NMA.

**I certify that the above information is correct and I understand that failure to sign this form and any material misrepresentation will constitute a material irregularity and will result in the disqualification of the status "Local Business".**

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
(Affiant's Printed Name)

He/She is personally known by me or has produced \_\_\_\_\_ as identification.

State of \_\_\_\_\_

Notary seal

\_\_\_\_\_  
(Signed by Notary)

\_\_\_\_\_  
(Notary's Printed Name)

My Commission Expires: \_\_\_\_\_

**EXHIBIT F**

**DRAFT  
C O N T R A C T  
BETWEEN  
JACKSONVILLE AVIATION AUTHORITY  
AND**

\_\_\_\_\_

**THIS CONTRACT**, is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between JACKSONVILLE AVIATION AUTHORITY, (JAA or AUTHORITY), and \_\_\_\_\_ (HEREINAFTER CALLED THE "CONTRACTOR") with its principal office located at \_\_\_\_\_.

**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 a Request for Proposals (RFP) No. 18-21-11001 in order to procure a firm licensed, qualified and interested in completing an Executive Search for the recruitment of a Chief Executive Officer.
2. Contractor submitted its proposal to JAA representing that it is capable of providing the necessary services as required by the RFP.
3. In reliance upon its proposal, JAA selected Contractor as the most qualified to provide the requested service.
4. JAA hereby engages Contractor to perform the services as set forth in the Scope of Services. The services shall be done strictly in accordance with this Contract, the RFP, and all addendums to the RFP (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 initial term of this Contract shall commence on \_\_\_\_\_, 2018, and terminate on \_\_\_\_\_, 2021, 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. The parties hereto have agreed to contract amount(s) as



follows:

CONTRACT TERM	CONTRACT AMOUNT

6. Contractor shall be compensated Net 30 or as otherwise set forth in the Contract Documents, which have been incorporated into and made a part of this Contract.
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 thirty (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 the Contract Documents, or fails to perform as specified in the Contract Documents, or is not complying with the Contract Documents;
- 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 of Procurement

For the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE LINES FOLLOW**

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

Attest:

JACKSONVILLE AVIATION AUTHORITY

\_\_\_\_\_  
Devin J. Reed  
Director of Procurement

\_\_\_\_\_  
Steve Grossman, CEO, or  
His Designee

\_\_\_\_\_  
(Designee's Name and Title, if applicable)

Attest:

XXX

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Debra A. Braga, Chief Legal Officer

***(The remainder of this page has been intentionally left blank)***

# EXHIBIT "G"



## Contractor Sponsorship Form

Sponsoring Company/JAA Department\*

Date

Name (Last, first)

Sponsoring Company/ JAA  
Department

Street address, City, ST, ZIP Code

Email Address

Primary Phone Number

*\*Sponsoring companies are responsible for all fees related to contractor badges.*

### Contractor Information

Contracted Company

Work to be Performed

Duration of Work

Required Access

Primary Point of Contact

Phone Number

By signing below I certify that this applicant is a contractor hired to perform work for my company/JAA department and is authorized to acquire a Jacksonville International Airport badge and that I am responsible for all fees associated with this contractor's badge.

Signature

Date

### For Badging Use Only:

Badge Type

Duration of Badge

Driving Privileges

Date Issued

Paid By



Jacksonville International Airport  
Jacksonville Executive Airport at Craig  
Herling Recreational Airport  
Cecil Commerce Center

# Certifying Official Class

The purpose of this class is to familiarize you with the airport's ID badging process as per Transportation Security Administration regulations and the airport's security program. It is extremely important that Certifying Officials understand their responsibilities. The success of our airport's security program is directly dependent upon your participation and cooperation.

All JAX photo ID badge holders and Certifying Officials authorizing such badges must be in compliance with Transportation Security Regulations Part 1542 and Part 1544. The procedures and requirements for such are governed and monitored by the Transportation Security Administration. Failure to meet these requirements can result in citations and fines for the company/agency and Jacksonville International Airport.

## General Access Control Information And Company Responsibilities

1. Each company/agency must assign an individual(s) (maximum of three, minimum of one per company) to become a Certifying Official. A Certifying Official is a qualified individual that is an established point of contact between your company/agency and the airport Badging Office. If there is only one Certifying Official for your company/agency, and that individual is seeking to obtain a JAX Photo ID badge, then a second Certifying Official will be required.
2. Each potential Certifying Official must attend a Certifying Official Class arranged through the airport's Access Control Office.
3. Based on the nature of work to be performed by your company/agency, the Access Control Office will direct you on what forms will need to be completed, determine the correct level of access to be assigned, and instruct you on what costs will need to be paid to the aviation authority (if any).

At any time that you have questions regarding this process, please contact the airport Access Control Office at 741-2016.

Jacksonville Aviation Authority  
Access Control Office  
14201 Pecan Park Road  
Jacksonville, FL. 32218

Phone (904) 741-2016  
Fax (904) 741-3727

Office Hours:  
Monday through Thursday  
7:00am-5:00pm  
Closed on Fridays

Email: [badgingoffice@flyjacksonville.com](mailto:badgingoffice@flyjacksonville.com)

# D R A F T

**YOUR COMPANY LETTERHEAD**  
**Sample Certifying Official Signature Letter**  
Letter must include verbiage below

TODAY'S DATE \_\_\_\_\_

JAA Airport Security and Public Safety  
Jacksonville Aviation Authority  
Jacksonville International Airport  
11201 Pecan Park Road  
Jacksonville, FL 32229-4018

The names below are authorized to sign as a Certifying Official for Jacksonville International Airport Access Badge Applications, JAX ID badge replacement letters and JAX ID badge renewal forms in accordance with the JIA Security Program and 49 CFR Part 1542 or 19 CFR Part 1544 where applicable.

This company assumes responsibility for any Federal Aviation Administration and or Transportation Security Administration fines levied against the Jacksonville Aviation Authority which may be caused by the failure of our employee(s) to adhere to the JIA Security Program.

**49 USC 46301(a) (6) FAILURE TO COLLECT AIRPORT SECURITY BADGES.**

Notwithstanding paragraph (1), any employer (other than a governmental entity or airport operator) who employs an employee to whom an airport security badge or other identifier used to obtain access to a secure area of an airport is issued before, on, or after the date of enactment of this paragraph and who does not collect or make reasonable efforts to collect such badge from the employee on the date that the employment of the employee is terminated and does not notify the operator of the airport of such termination within 24 hours of the date of such termination shall be liable to the Government for a civil penalty not to exceed \$10,000.

No other signatures are to be honored. We will notify you in writing if for any reason the individuals listed below change.

---

Name	Title	Signature	Phone #
------	-------	-----------	---------

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Name	Title	Signature	Phone #
------	-------	-----------	---------

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Name	Title	Signature	Phone #
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## Acceptable Forms of ID for Application

<b>*A valid State ID or Driver's License is mandatory as one of the 2 forms of ID required</b>	
<b>Those Born in the U.S. The Second Form May Be One of the Following :</b>	<b>Those NOT Born in the U.S. The Second Form Of ID Must Be One of the following:</b>
Social Security Card	Current U.S. Passport or Passport card
Current U.S. Passport or Passport Card	U.S. Passport with current INS stamp
Current Military ID or Military Dependent ID Card	Birth Certificate Issued by the Department of State (DS 1350)
Retired Military ID Card	Certificate of Birth Abroad (if born On a military base outside of the U.S.) FS-545
	Certificate of Citizenship
	Foreign passport that contains current INS stamp
	Current Resident Alien Card (with SS Card)
	Current Work Visa (with SS card)

<https://services.flhsmv.gov/DLCheck/>

(FL Driver's License Verification Web Address)

<https://online.dds.ga.gov/DLStatus/default.aspx>

(GA Driver's License Verification Web Address)

# LIST OF DISQUALIFYING CRIMES

- (1) Forgery of certificates, false marking of aircraft, and other aircraft registration violation; 49 U.S.C. 46306.
- (2) Interference with air navigation; 49 U.S.C. 46308.
- (3) Improper transportation of a hazardous material; 49 U.S.C. 46312.
- (4) Aircraft piracy; 49 U.S.C. 46502.
- (5) Interference with flight crew members or flight attendants; 49 U.S.C. 46504.
- (6) Commission of certain crimes aboard aircraft in flight; 49 U.S.C. 46506.
- (7) Carrying a weapon or explosive aboard aircraft; 49 U.S.C. 46505.
- (8) Conveying false information and threats; 49 U.S.C. 46507.
- (9) Aircraft piracy outside the special aircraft jurisdiction of the United States; 49 U.S.C. 46502(b).
- (10) Lighting violations involving transporting controlled substances; 49 U.S.C. 46315.
- (11) Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements; 49 U.S.C. 46314.
- (12) Destruction of an aircraft or aircraft facility; 18 U.S.C. 32.
- (13) Murder.
- (14) Assault with intent to murder.
- (15) Espionage.
- (16) Sedition.
- (17) Kidnapping or hostage taking.
- (18) Treason.
- (19) Rape or aggravated sexual abuse.
- (20) Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
- (21) Extortion.
- (22) Armed or felony unarmed robbery.
- (23) Distribution of, or intent to distribute, a controlled substance.
- (24) Felony arson.
- (25) Felony involving a threat.
- (26) Felony involving—
  - (i) Willful destruction of property;
  - ii) Importation or manufacture of a controlled substance;
  - iii) Burglary;
  - iv) Theft;
  - v) Dishonesty, fraud, or misrepresentation;
  - vi) Possession or distribution of stolen property;
  - vii) Aggravated assault;
  - viii) Bribery; or
  - ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year.
- (27) Violence at international airports; 18 U.S.C. 37.
- (28) Conspiracy or attempt to commit any of the criminal acts listed in this paragraph (d).



## ACCESS CONTROL OFFICE FEES

<b>Electronic Fingerprint Submission</b>	<b>\$ 35.00</b>
<b>Electronic Fingerprint Submission (<i>using a UID other than JIA's</i>)</b>	<b>\$ 6.00</b>
<b>Badge</b>	<b>\$ 15.00</b>

### Lost Badge Replacements:

<b>1<sup>st</sup></b>	<b>\$ 50.00</b>
<b>2<sup>nd</sup></b>	<b>\$ 75.00</b>
<b>3<sup>rd</sup></b>	<b>\$100.00</b>

<b>Unrecovered Badge</b>	<b>\$100.00</b>
<b>Badge Reprint</b>	<b>\$ 15.00</b>
<b>Employee Parking (Annual)</b>	<b>\$ 60.00</b>



## BADGE RENEWAL PERMISSION / ADDRESS VERIFICATION FORM

By your signature below, you are authorizing the JIA Access Control Office to renew a JAX ID badge and its associated privileges for the individual stated below. Badges may be renewed up to thirty (30) days prior to the expiration date printed on the JAX badge. This form is to be received at the Access Control Office no sooner than 24 hours in advance of the badge holder's renewal. Faxed forms are acceptable.

Date: \_\_\_\_\_

Employee Name (Print) \_\_\_\_\_

Company Name (Print) \_\_\_\_\_

Certifying Official Name (Print) \_\_\_\_\_

Certifying Official Signature \_\_\_\_\_

### EMPLOYEE ADDRESS VERIFICATION

This is to inform you that I have a new mailing address and phone number. Please update your records to replace my previous address and phone number:

\_\_\_\_\_  
\_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_

My address and phone number have not changed the address and phone number that are on file are current.

Employee Signature \_\_\_\_\_

Jacksonville Aviation Authority  
Access Control Office  
14201 Pecan Park Road  
Jacksonville, Florida 32218  
Phone (904) 741-2016  
Fax (904) 741-3727

D R A F T

**YOUR COMPANY LETTERHEAD**  
Sample Badge Replacement Authorization Letter

TODAY'S DATE \_\_\_\_\_

Public Safety and Security  
Jacksonville Aviation Authority  
Jacksonville International Airport  
Access Control Office  
14201 Pecan Park Road  
Jacksonville, FL 32218

\_\_\_\_\_ is a valid employee of our company/agency. Their JAX ID badge has been (lost/stolen) and is authorized to obtain a JAX ID badge replacement.

Sincerely,

\_\_\_\_\_ (Name of Certifying Official)

\_\_\_\_\_ (Phone Number)



# SIDA ESCORT AUTHORIZATION FORM

In order for you to receive the ESCORT designation on your SIDA badge, you must first be authorized by your manager. Once authorized, you are required to read this document in it's entirely and sign at the bottom. By your signature below, accompanied by the Certifying Official's signature, you declare to fully understanding these requirements.

The JAX ID Badge will be modified with an "E" on the face of the badge next to the photo of the badgeholder. The "E" indicates the person is authorized to conduct escorts. Only those persons with the "E" on the badge will be authorized to escort persons into the Secured Area and/or Sterile Area. Non-compliance of the escorting procedures, protocol, and standards will result in the issuance of a security citation as outlined in the Airport Security Violation Notice Program.

The following are specific requirements for escorting non-JAX ID Badged individuals into the Secured Area SIDA and the Sterile Area.

1. All individuals who are employed to work in the Secured Area SIDA, AOA SIDA, or Sterile Area of JAX are required to pass the FBI Criminal History Records Check (CHRC) and the TSC Threat Assessment. Those Individuals failing the CHRC and/or Threat Assessment are not authorized within the Secured Area SIDA, AOA SIDA, or Sterile Area under escort.
2. All currently employed individuals whose JAX ID Badges are active are not authorized to be escorted into the SECURED SIDA or the Sterile Area.
3. No more than five (5) non-JAXID Badged individuals may be escorted at one time by an authorized JAX ID Badged individual. Any deviation from this requirement must be approved by the Jacksonville Aviation Authority (JAA) or the Transportation Security Administration (TSA.)
4. All escorted non-JAX ID Badged individuals must remain within twenty-five (25) feet and in direct visual contact at all times of the authorized JAX ID Badged individual. Any deviation from this requirement must be approved by the Jacksonville Aviation Authority (JAA) or the Transportation Security Administration (TSA.)
5. Any transfer-of-custody of escorted non-JAXID Badged individuals must be positively transferred with a clear and mutual transfer of responsibility. Failure to comply may result in the loss of JAX ID Badge privileges.
6. Unbadged Individuals cannot be escorted more than 3 days (72 Hours), without out approval from the ASC or FSD.

\_\_\_\_\_  
Person Granted Escorted Authority (Print)

\_\_\_\_\_  
Person Granted Escort Authority (Signed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Certifying Official (Printed)

\_\_\_\_\_  
Certifying Official (Signed)

\_\_\_\_\_  
Date

ASC/Alt ASC Approval \_\_\_\_\_



**JAA**  
 Jacksonville  
 Aviation  
 Authority

**KEY REQUEST FORM**

By your signature below, you are authorizing the Jacksonville Aviation Authority (JAA) Access Control Office to issue keys to individual stated below. The associated privileges for keys issued will be in compliance with the JAA Key Agreement form. This Key Request form is to be completed and returned to the Access Control Office prior to employee receiving any keys. Faxed forms are acceptable.

**Please Print:**

**Employee Name:** \_\_\_\_\_

**Badge No.:** \_\_\_\_\_ **Telephone No.:** \_\_\_\_\_

**Facility or area to be accessed:**  
 \_\_\_\_\_  
 \_\_\_\_\_

**Company/Agency (as stated on badge):**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**To be completed by certifying official or applicable JAA Supervisor**

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Printed Name** **Telephone Number**

Jacksonville Aviation Authority  
 Jacksonville International Airport  
 Badging Office  
 14201 Pecan Park Road  
 Jacksonville Florida 32218  
 Phone (904) 741-2001  
 Fax (904) 741-3727



**JAA**  
 Jacksonville  
 Aviation  
 Authority

**VEHICLE PLACARD/DECAL REQUEST FORM**

AOA

COMMON AREA

**Instructions.** Complete the upper part of this form in its entirety and return to the Access Control Office accompanied with a photo copy of applicant's **REGISTRATION**, and **COMPANY INSURANCE ACCORD** to receive the vehicle decal or placard. Vehicle placards are issued to persons vehicles approved to conduct official business at JIA.

Driver's Name (s):

Phone:

Company:

SIDA Badge Expiration:

Year:

Make:

Model:

License Plate #:

Reason for Placard  
 or Decal:

Requestor's Name  
 (Printed Name)

Signature:

**Indemnification:** The applicant shall hold harmless, indemnify, and defend the JAA, its agents, and employees, its successors and assigns (individually or collectively) from and against any liability for any claims and actions and all expenses incidental to the investigation and defense thereof, in any way arising from or based upon the damages which may occur by the applicant, its agents, employees, licenses, successors and assigns or those under its control, of any federal, state, or municipal laws, statues, ordinances, rules or regulations of the JAA, as they now exist or as they may be amended from time to time.

If the Requestor (above named person) is contracted by, or providing a service for, a contractor, tenant, or other entity as approved by JAA to conduct official business at JIA, that person whose positional authority, as recognized by those standards outlined in the JAA Rules and Regulations and Minimum Standards documents, is required to agree to the indemnification statement above as indicated by acknowledgement with his her printed name and signature below prior to issuance of the JIA Vehicle Decal or Placard

Authorized Name:  
 (Printed Name)

Signature:

Placard Holder:  
 (Printed Name)

Signature:

Access Control Office (Use Only)		
Date Received:	Expiration Date:	Decal/Placard #:
Date Issued:	Notes:	

Access Control Office  
 (904) 741-2001  
 Fax (904) 741-3727





### Certifying Official – Application Checklist

HAVE YOU COMPLETED THE FOLLOWING ACTIONS???	Yes	No
Included copies of 2 forms of ID. <b>A valid State ID or Driver's License ID is mandatory as one of the 2 forms of ID.</b> (INS documents are required for those not born in U.S.)		
Verified that the applicant has completed Section I of the application accurately		
Confirmed that a criminal disclosure sheet is included if 'yes' is checked on page 1		
Completed the 'Company Information' section on page 1		
Did the applicant sign page 1		
Has the applicant reviewed the list of disqualifying criminal offenses on page 2 and signed page 2 in acknowledgement		
Completed the Certifying Official Information on pg 4 (the back page of the application)		
Remember to make copies of the application and IDs for your records ( <b>applicant will complete pg 3 in YOUR COPY of the application</b> ) and return the original to the Access Control Office		
Remind the applicant to complete and sign page 3 of the original application in the Access Control Office at time of scheduled fingerprint		
Scheduled your appointment for fingerprinting at: <b>badgingoffice@flyjacksonville.com</b>		



# JAA

Jacksonville  
Aviation  
Authority

Airport Access Control Office  
P.O. Box 18018  
Jacksonville, Florida 32229  
(904) 741-2016

**2 Forms of ID are required:**

1. State issued I.D. or Drivers License with the applicant's photo
2. SS Card or U.S. Passport/Current Military I.D. and INS information (if applicable)

## Applicant Information

Last Name		First Name		Middle Name		
Social Security #		Date of Birth		State / Country of Birth		
- -		/ /				
Home Street Address						
City		State		Zip Code		
Home Phone #		Sex	Height	Weight	Eye Color	Hair Color
( ) -						
Drivers License #		State		License Expiration		
				/ /		

Have you ever been convicted, entered a plea of "nolo - contendere" (no contest) or had adjudication withheld for any felony, misdemeanor, infraction, or any violation of any law?

Yes \_\_\_ No \_\_\_

If yes, additional pages will be provided to list the infractions or violations. A conviction will not necessarily disqualify you from consideration for a badge. However, the Jacksonville Aviation Authority may not issue a badge if incorrect, incomplete, or false information is provided.

## Company Information

Company Name	Badge Type
	<input type="checkbox"/> Sterile <input type="checkbox"/> Blue <input type="checkbox"/> Red <input type="checkbox"/> White
Company Phone #	Parking Lot Requested
( ) -	<input type="checkbox"/> EMPLOYEE <input type="checkbox"/> SOUTH TERM CO Initials _____

By my signature, I certify that I have read, understand, and agree with the foregoing and that all the information provided is true and correct to the best of my knowledge. I also hereby acknowledge that a JAX ID badge is issued solely for access to the restricted areas of Jacksonville International Airport and may be revoked by the Airport without cause. I also understand that failure on my part to notify my employer or the Airport when my JAX ID becomes lost or stolen, or failure to return my JAX ID upon termination of employment, may result in arrest and prosecution, as appropriate. I further understand that Federal regulations under 49 CFR 1542.209 (f) imposes a continuing obligation to disclose to the airport operator within 24 hours if I am convicted of any disqualifying criminal offense that occurs while I have been granted unescorted access authority.

Applicant Signature	Date

## Prohibited Crimes

**In compliance with Transportation Security Administration (TSA) and Jacksonville International Airport (SIDA) Regulations, applicants for a JAX ID Badge must successfully complete a Criminal History Records Check before a JAX ID Badge allowing unescorted access to the Restricted or Common Areas is granted. If an applicant has been convicted of one or more of the following crimes within the last 10 years, the JAX ID Badge application will be denied. JAA has the right to deny a badge for reasons other than those listed below.**

- (1) Forgery of certificates, false marking of aircraft, and other aircraft registration violation; 49 U.S.C. 46306.
- (2) Interference with air navigation; 49 U.S.C. 46308.
- (3) Improper transportation of a hazardous material; 49 U.S.C. 46312.
- (4) Aircraft piracy; 49 U.S.C. 46502.
- (5) Interference with flight crew members or flight attendants; 49 U.S.C. 46504.
- (6) Commission of certain crimes aboard aircraft in flight; 49 U.S.C. 46506.
- (7) Carrying a weapon or explosive aboard aircraft; 49 U.S.C. 46505.
- (8) Conveying false information and threats; 49 U.S.C. 46507.
- (9) Aircraft piracy outside the special aircraft jurisdiction of the United States; 49 U.S.C. 46502(b).
- (10) Lighting violations involving transporting controlled substances; 49 U.S.C. 46315.
- (11) Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements; 49 U.S.C. 46314.
- (12) Destruction of an aircraft or aircraft facility; 18 U.S.C. 32.
- (13) Murder.
- (14) Assault with intent to murder.
- (15) Espionage.
- (16) Sedition.
- (17) Kidnapping or hostage taking.
- (18) Treason.
- (19) Rape or aggravated sexual abuse.
- (20) Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
- (21) Extortion.
- (22) Armed or felony unarmed robbery.
- (23) Distribution of, or intent to distribute, a controlled substance.
- (24) Felony arson.
- (25) Felony involving a threat.
- (26) Felony involving—
  - (i) Willful destruction of property;
  - (ii) Importation or manufacture of a controlled substance;
  - (iii) Burglary;
  - (iv) Theft;
  - (v) Dishonesty, fraud, or misrepresentation;
  - (vi) Possession or distribution of stolen property;
  - (vii) Aggravated assault;
  - (viii) Bribery; or
  - (ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year.
- (27) Violence at international airports; 18 U.S.C. 37.
- (28) Conspiracy or attempt to commit any of the criminal acts listed in this paragraph (d).

By my signature I acknowledge that I have read the list of disqualifying crimes and certify that I have never been convicted or found to be not guilty by reason of insanity of any of the above.

Applicant Signature	Date

### Citizenship Statement

Other Names Used (Maiden Name and/or Alias Names)		Current Residence (Including City, State and Zip)	
Date of Birth:	Country of Birth:	Country of Citizenship	
I attest, under penalty of perjury, that I am (check one of the following):			
<input type="checkbox"/> A citizen of the United States * <input type="checkbox"/> A Lawful Permanent Resident ** <input type="checkbox"/> An Alien with work authorization ***			
* All Citizens Must Complete This Section Completely.			
United States Citizenship: <input type="checkbox"/> By Birth <input type="checkbox"/> By Naturalization <input type="checkbox"/> By Other (Specify)			
If you are a United States citizen by any means other than birth, you must provide an original Naturalization Certificate.			
** All Lawful Permanent Residents Must Complete This Section and Provide Original Resident Alien Card With Application.			
Alien Registration Number: A _____			
*** All Aliens With Work Authorization Must Complete This Section and Provide Original Employment Authorization Document (EAD) Card.			
Employment Authorization Document Number:		Expiration Date:	
I understand that federal law provides for imprisonment and/or fines for falsely claiming to be a United States citizen, or for making false statements, or for using false documents in connection with the completion of this form.			
Signature		Date (MM/DD/YYYY)	

### Privacy Act Statement

The information I have provided is true, complete and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement can be punished by fine or imprisonment or both (see section 1001 of Title 18 of the United States Code).

"I authorize the Social Security Administration to release my Social Security number and full name to the Transportation Security Administration, Office of Transportation Threat Assessment and Credentialing (TTAC), Attention: Aviation Programs (TSA-19) / Aviation Worker Program, 601 South 12 <sup>th</sup> Street, Arlington, VA 20598."	
"I am the individual to whom the information applies and want this information release to verify that my SSN is correct. I know that if I make any representation than I know is false to obtain information from Social Security records, I could be punished by fine or imprisonment or both."	
Signature:	Date of Birth:
SSN and Full Name	

**Authority:** 49 U.S.C. §114, 44936 authorizes the collection of this information.

**Purpose:** The Department of Homeland Security (DHS) will use the biographical information to conduct a security threat assessment and will forward any fingerprint information to the Federal Bureau of Investigation to conduct a criminal history records check of individuals who are applying for, or who hold, an airport issued identification media or who are applying to become a Trusted Agent of the airport operator. DHS will also transmit the fingerprints for enrollment in the US-VISIT's Automated Biometrics Identification System (IDENT). If you provide Social Security Number (SSN), DHS may provide your name and SSN to the Social Security Administration (SSA) to compare that information against SSA's records to ensure the validity of your name and SSN

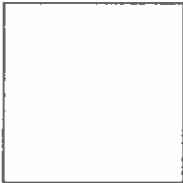

**Routine Uses:** This information may be shared with third parties during the course of a security threat assessment, employment investigation, or adjudication of a waiver or appeal request to the extent necessary to obtain information pertinent to the assessment, investigation, or adjudication of your application or in accordance with routine uses identified in the Transportation Security Threat Assessment System (T-STAS), DHS/TSA 002

**Disclosure:** Furnishing this information (including your SSN) is voluntary; however, if you do not provide your SSN or any other information requested, DHS may be unable to complete your application for identification media.

## Certifying Official Information

<b>Name</b>	<b>Company</b>
<b>Phone Number</b>	<b>Title</b>

## Access Investigation Certification

Air Carrier	Non Air Carrier
<p>As an authorized representative of a U.S. certified Air Carrier subject to 49 CFR 1544, in accordance with the Aircraft Operator Standard Security Program and the Airport Security Program Participant Manual of the Jacksonville International Airport, by my signature I certify that:</p> <p>The applicant's identity has been verified through two forms of identification, one that bears the applicant's photograph and the applicant has completed an application that includes: full name and aliases or nicknames.</p> <p>In compliance with 49 CFR 1544.229 an access investigation based on a Criminal History Records Check (CHRC) has been successfully completed for the above named applicant</p> <div style="text-align: center; margin-top: 20px;">  <p>Initial</p> </div>	<p>As an authorized representative of the company named above, subject to 49 CFR 1542, the Jacksonville International Airport Security Program and as a current participant in good standing, by my signature I certify that:</p> <p>The applicant's identity has been verified through two forms of identification, one that bears the applicant's photograph. The applicant has completed an application that includes: full name and aliases or nicknames; notification that the applicant will be subject to a Criminal History Records Check (CHRC) and possibly an employment history verification, and convictions during the previous 10-year period of the crimes listed in this application.</p> <p>The results of the access investigation did not disclose that the applicant has been convicted of or found not-guilty by reason of insanity, in any jurisdiction, during the 10 years ending on the date of the investigation, of any of the crimes listed in this application.</p> <div style="text-align: center; margin-top: 20px;">  <p>Initial</p> </div>

I hereby acknowledge responsibility for any FAA fines levied against the Jacksonville Aviation Authority which were caused by the failure of one of our employees to adhere to the Airport Security Plan. I also understand that I am responsible for returning the JAX ID badge to the JIA Access Control Office when no longer needed by this employee. Further, I certify that the requirements of the JIA Airport Security Plan and the provisions of 49 CFR PART 1542.209 and PART 1544.229 will continue to be complied with. I also certify that this employee's record will remain on file with my company and will be maintained for 180 days after termination of the individual's access privileges. I also acknowledge that, upon the employee's termination, it is my company's responsibility to notify the Airport Communications Center within 24 hours of termination and return the badge to the Access Control Office. If the badge is not returned to the Access Control Office in the prescribed time, my company will pay the unrecoverable badge charge of \$100.

I certify that this applicant has an employment-related need to have unescorted access to the restricted areas of Jacksonville International Airport and to operate a vehicle on the AOA / RAMP (if applicable). I agree to provide immediate notification to the Airport when: a) the badgeholder's access authority has been revoked or limited; b) the badgeholder's access media has been lost or stolen; c) any representative of our organization becomes aware that the Access Control System or a component of the system has been compromised or threatened through any means. I acknowledge responsibility of our organization for any penalties assessed against the Airport which may result from a badgeholder's or our organization's failure to comply with the Airport Security Program, or any other applicable rule, regulation, or directive.

<b>Certifying Official Signature</b>	<b>Date</b>



## JIA PHOTO ID BADGE APPLICATION PROCESS

These instructions will guide you through the application process to obtain JIA Identification Media for entry into the Sterile and Secure areas of JIA in accordance with the Jacksonville Aviation Authority Airport Security Plan (ASP) and TSA Security Regulation Part 1542 - Airport Security.

**STEP 1:** Determine who will be the Certifying Official(s) for your company.

A Certifying Official is a point of contact between your company and the JIA Access Control Office. This person(s) will have signing authority for JIA ID badge applications, authorize badge replacements, receive correspondence from the Access Control Office and will be responsible for the return of all badges issued to your company. The number of Certifying Officials for a company/agency is limited to three individuals.

**STEP 2:** Contact Arayna Hamilton at the JIA Access Control Office to arrange for your designated Certifying Official(s) to attend a 30 minute Certifying Official Class at the JIA Access Control Office (located in the lower level of the airport terminal). This class will provide instruction on paperwork and procedures that must be completed prior to the acceptance of badge applications for your company and an overview of the Certifying Official's responsibilities.

*Certifying Officials are subject to a successful completion of a fingerprint-based Criminal History Record Check (CHRC), Security Threat Assessment (STA) and Security (SIDA) Training prior to their authorization of signing authority for JIA ID badge applications. An electronic, inkless fingerprint machine is located in the Access Control Office for this purpose. The fingerprinting cost is \$35.00 per person. Acceptable forms of payment in the Access Control Office are credit card, debit or a check payable to "JAA".*

Your appointed Certifying Official(s) will have the opportunity to be fingerprinted (CHRC) and submit application information for a Security Threat Assessment (STA) after Certifying Official Training. Payment is due at the time of service.

**STEP 3:** After successful completion of the CHRC, TSA Security Threat Assessment, and Security Training, the Certifying Official(s) for your company may begin processing additional applicants for ID badges..

After successful completion of the applicant's CHRC and Security Threat Assessment a Certifying Official for your company will be notified to instruct the applicant to return to the Access Control Office for security training and pay \$15.00 badge fee.

The badge will be valid for the duration of the appointed contract. Badges issued to your company are an airport approved means of positive identification to enter into the Sterile and Secure Areas of JIA. If they are not returned within the prescribed time, your company is subject to payment for unreturned badges.

Arayna Hamilton  
Access Control Coordinator / JAA  
Phone (904) 741-3160  
Fax (904) 741- 3727  
*Arayna.hamilton@flyjacksonville.com*



# JAA

Jacksonville Aviation Authority

## AUTHORIZATION OF AUTOMATIC CREDIT CARD PAYMENT OR ACH FOR MONTHLY BADGE FEES

I authorize Jacksonville Aviation Authority, to charge my account listed below in the order of priority that I have indicated for badge fees. I acknowledge that these transactions must comply with the provisions of U.S. law. Any changes to the information provided by the customer on this form must be submitted on a new authorization form. This authorization will remain in effect until I provide Jacksonville Aviation Authority with a written notice of revocation.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

---

### Option 1: Credit Card Payment

Card Type \_\_\_\_\_ Credit Card # \_\_\_\_\_ Exp Date \_\_\_\_\_

CVV/CID Code (MasterCard & Visa 3 digits on back, AMEX 4 digits on front of your card) \_\_\_\_\_

### Option 2: ACH Payment

Routing # \_\_\_\_\_ Account # \_\_\_\_\_

Signature: \_\_\_\_\_

Return completed form to: JAA Finance Department
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# EXHIBIT "H"



Jacksonville Aviation Authority Use  
Only  
Date Received \_\_\_\_\_  
Date Entered \_\_\_\_\_  
By: \_\_\_\_\_  
Supplier #: \_\_\_\_\_

## ACH Authorization For Electronic Funds Transfer SUPPLIERS ONLY

**NOTICE:** In accordance with Florida Law, the account number and banking institution information below is confidential and exempt from public records. Jacksonville Aviation Authority (JAA) and its systems will keep this information in a manner in accordance with Florida Law.

This form is being completed due to:

- Initial Enrollment
- Change in Bank Account Number (same financial institution)
- Change in Financial Institution

I authorize Jacksonville Aviation Authority (JAA) to deposit payments as instructed into the undersigned's bank account by the means of Electronic Funds Transfer for payment. I will also allow access for adjustments (debit transactions) in the event of billing errors. Disputes regarding deposits (credits) should be made within fifteen (15) days of issuance of the account statement. Disputes regarding charges (debits) should be made within forty-five (45) days after the account was charged.

Until notification in writing of cancellation, this authorization will continue to be valid.

Supplier Name: \_\_\_\_\_  
Bank Name: \_\_\_\_\_  
Transit/ABA #: \_\_\_\_\_  
Bank Account #: \_\_\_\_\_  
Remittance  
Email Address: \_\_\_\_\_  
Fed Tax ID#/SS#: \_\_\_\_\_

By submitting this form, you are certifying that you have read and reviewed this document and the person signing below is an authorized representative of the Company.

Authorized by Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date: \_\_\_\_\_

Return this form directly to the Procurement Department via email: [procurement-bids@flyjacksonville.com](mailto:procurement-bids@flyjacksonville.com)