

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.



REQUEST FOR PROPOSALS (RFP) No.: 18-20-43101

VENDING MACHINE SERVICES

FOR THE JACKSONVILLE AVIATION AUTHORITY

JACKSONVILLE, FL

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

**JAA Department of Procurement 14201 Pecan Park Road, Jax. FL 32218
Email: marilyn.fryar@flyjacksonville.com (Phone) 904.741.2352**

REQUEST FOR PROPOSALS
Proposal Number: 18-20-43101

Vending Machine Services

for the
JACKSONVILLE AVIATION AUTHORITY

Proposals will be received by the Jacksonville Aviation Authority (JAA) until 2:00 PM (local time), on August 30, 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 Vending Machine Services.

A **MANDATORY** Pre-Proposal Meeting will be held at 10:00 AM (local time), August 9, 2018, at JAA's Administration Building, 14201 Pecan Park Road, Jacksonville, FL 32218. All potential Respondents **MUST** attend this meeting as a prerequisite to submitting a Proposal.

All Proposals must be submitted in accordance with Request for Proposals No. 18-20-43101, which may be obtained after 8:30 AM (local time) on July 23, 2018 from 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.

TABLE OF CONTENTS

GENERAL INFORMATION..... Page 2

ARTICLE I – INSTRUCTIONS TO RESPONDENTS..... Page 3

ARTICLE II – GENERAL CONDITIONS Page 9

ARTICLE III – SCOPE OF SERVICES Page 17

ARTICLE IV – PROPOSAL FORM Page 21

EXHIBIT A – CONFLICT OF INTEREST CERTIFICATE Page 24

EXHIBIT B – LOCAL BUSINESS VERIFICATION FORM..... Page 25

EXHIBIT C – SECURITY REGULATION PACKAGE Page 26

EXHIBIT D – VENDING SERVICES AGREEMENT Page 27

EXHIBIT E – VENDING MACHINE LOCATION LISTING Page 28

EXHIBIT G – GROSS REVENUE 2015-2017..... Page 29

EXHIBIT H – REFERENCE FORM..... Page 30

NO PROPOSAL FORM..... Page 32

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.

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

ARTICLE I – INSTRUCTIONS TO RESPONDENTS

1.01 RECEIPT AND OPENING OF PROPOSALS

JAA will receive Proposals for this solicitation until August 30, 2018 at 2:00 PM (local time) for the purpose of selecting a company to provide Vending Machine Services (the “Scope of Services”). 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”), three (3) copies (each clearly marked “COPY”) and One (1) USB Flash Drive or Compact Disk (“CD”) 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 18-20-43101, Vending Machine Services, August 30, 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: Marilyn V. Fryar. Requests may be transmitted via email, marilyn.fryar@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 August 16, 2018 at 5:00 PM (local time) 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. However, it is the responsibility of each Respondent, before submitting its Proposal, to contact JAA's Procurement Department at (904) 741-2352 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 and a statement on company letterhead attesting that it meets the following Mandatory Minimum Qualifications:

- A. Respondent shall have been in the primary business of providing vending machine services for a minimum of three (3) years immediately prior to proposal opening.
- B. Respondent shall submit copies of all certifications and licenses that evidence it is authorized to provide the vending machine services contemplated herein.

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. Pricing (Maximum 40 points)
- B. Experience/Qualifications/Background (Maximum 25 points)
- C. Products, Maintenance and Servicing of Vending Machines (Maximum 25 points)
- D. Local Business Preference (Maximum 5 points)
- E. References (Maximum 5 points)

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.

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 A**, 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 MANDATORY PRE-PROPOSAL MEETING

To help ensure that all Respondents are fully informed of the requirements for this Contract, a **Mandatory** Pre-Proposal Meeting will take place at the previously mentioned time, date and place. Notwithstanding other requirements of the RFP, only the proposals received from companies that attend this meeting, as evidenced by their representatives' signature on the official attendance record, will be accepted and evaluated. Respondents are encouraged to submit questions in advance of the meeting to JAA's Procurement Department, Attn: Marilyn V. Fryar. Requests may be transmitted via email, marilyn.fryar@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.

A tour of the Jacksonville International Airport areas will be provided at the close of the meeting, if requested. The tour is anticipated to be 1 hour in duration.

If attending the Mandatory Pre-Proposal Meeting, Proposer's should print a copy of the RFP, including all Exhibits and bring the documents with them to the meeting.

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 B**.

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, 1st 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, 2nd 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 “Specifications for Vending Machine Services, RFP Number 18-20-43101”; 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.

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

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. All representatives must be thoroughly familiar with the Contract terms as well as the following:
 - 1. Provide an adequate work force to service the building according to Contract requirements.
 - 2. Provide sufficient backup personnel to cover absenteeism or existing work force hours to compensate for absent personnel.
- I. All employees/subcontractors/independent operators of the Respondent assigned to Jacksonville International Airport (JAX) 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 C** 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

The Warranty shall be in accordance with the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Vending Services Agreement, Exhibit D.**

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

The Compensation shall be in accordance with the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Vending Services Agreement, Exhibit D.**

2.10 ACH PAYMENT PARTICIPATION – NOT APPLICABLE FOR RFP NO. 18-20-43101

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. 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

The Permits and Licenses shall be in accordance with the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Vending Services Agreement, Exhibit D.**

2.12 JAA'S RIGHT TO TERMINATE THE RESULTING CONTRACT

JAA's Right to Terminate the Resulting Contract shall be in accordance with the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Vending Machines Services Agreement, Exhibit D.**

2.13 ASSIGNMENT

The Assignment shall be in accordance with the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Vending Services Agreement, Exhibit D.**

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.

The Respondent shall provide copies of all sub-contracts executed as a result of RFP No. 18-20-43101 to Devin Reed via email, devin.reed@flyjacksonville.com.

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 18-20-43101 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 18-20-43101, 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 Damages shall be in accordance with the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Vending Services Agreement, Exhibit D**.

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

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.

As the owner and operator, JAA is seeking a qualified and competent company to provide vending machine services. The vending machines are located at the JAA Administration Building; JAX, Cecil Airport, Herlong Recreational Airport and Jacksonville Executive at Craig Airport.

The Vending Machines Location list is attached for reference, **Exhibit E**.

The Gross Revenue for 2015-2017 is attached for reference, **Exhibit F**.

3.02 SCOPE OF SERVICES – VENDING MACHINE PRODUCTS AND SERVICES

The successful Respondent will have a non-exclusive right and privilege to provide products and services to include, but are not limited to the following:

PRODUCTS

- A. Snacks, healthy snacks, water, beverages and other food and drink related items which is agreed upon between JAA and the Respondent.
- B. All products shall be fresh and in proper packaging with an expiration date stamp.
- C. All products that are beyond the printed expiration date shall be removed from the machines.
- D. Respondent shall keep all machines stocked so as to provide sufficient amounts of products of good quality. All machines shall be stocked as stated on the Vending Machines Location list, **Exhibit E**.

EQUIPMENT

The successful Respondent shall provide all equipment, labor and materials required to setup and install the equipment at no costs to JAA. As owner of the equipment, Respondent is responsible for the adequate insurance thereof.

Additionally, Respondent shall provide equipment that include, but is not limited to the following:

- B. All equipment must accept coins, U.S. bills and provide automatic change.
- C. All equipment must be equipped with credit/debit card readers. DISCUSS W/JEFF
- D. A visible decal with a telephone number for refunds, repairs and service shall be posted on each machine.
- E. All equipment shall be well lit and the Respondent shall maintain all lighting in the equipment.
- F. All equipment, including the credit/debit card readers must meet Americans with Disabilities Act (ADA) requirements.
- G. Equipment shall not be set to force vend. Machine must refund customers' money even if a selection is not made.

3.03 OTHER REQUIREMENTS

- A. Lost funds resulting from equipment malfunctions shall be returned within seven (7) calendar days. Refunds shall not be deducted from commission.
- B. Equipment shall be repaired within two (2) business days from date of notification of non-operation.
- C. Equipment shall be maintained in a clean a sanitary condition and in compliance with all local, county, state and federal regulations. This includes internal and external surfaces should be dusted.
- D. Equipment that have more than three (3) breakdowns within one (1) month shall be replaced.

All equipment shall present a neat and well cared for appearance. JAA reserves the right to require the Respondent to replace any unit, which in the opinion of JAA, are unacceptable or unsafe.

3.03 PRODUCT PRICING

- A. Pricing shall be consistent with other vending prices outside the airport.
- B. Pricing shall be visible for each product at all times.
- C. All fees associated with using the credit/debit card reader shall be visible on each machine
- D. Product pricing on equipment that primarily serve JAA employees, as depicted on **Exhibit E**, shall include discount pricing (ranging from 30 to 50% less) as compared to product pricing that do not serve JAA employees.

3.04 VENDING MACHINE LOCATIONS

JAA reserves the right to add or remove equipment at its sole discretion. Equipment may be relocated as mutually agreed upon between JAA and the Respondent.

3.05 COMMISSIONS

The Respondent shall pay JAA a commission based on a percentage of total monthly gross sales, excluding sales tax, from all vending machines during the contract term. The Respondent shall submit a detailed monthly report of sales showing units and dollar values for each vending machine along with the commission payment.

Commission payment shall be due to JAA on the 20th day of each month for the preceding month.

3.06 ANNUAL REPORTING

- A. Report of Gross Sales. Within ninety (90) days after close of each Contract Year, Contractor shall submit to the Authority, in a form and detail satisfactory to the Authority, a Statement of Gross Sales that (i) details Gross Sales for the prior Contract Year and (ii) separately identifies any exclusions from Gross Sales. The Authority may require the Statement of Gross Sales to be submitted electronically.
- B. Accounting Records. Contractor shall keep throughout the Term and any Renewal Term, in accordance with Generally Accepted Accounting Principles prescribed by the American Institute of Certified Public Accountants or any successor agency thereto, all books of accounts and records customarily used in this type of operation. Such books of accounts and records shall be retained and be available for five (5) years following the expiration or termination of this Agreement. Authority shall have the right to audit and examine during normal business hours all such books of accounts and records relating to Contractor's operations hereunder. If the books of accounts and records are kept at locations other than the Airport, Contractor shall, at its sole cost and expense, arrange for them to be brought to a location convenient to the auditors for Authority in order for Authority to conduct the audits and inspections as set forth in this Article. Failure to maintain books of accounts and records as required under this paragraph shall be

deemed to be a material breach of this Agreement. The obligations arising under this paragraph shall survive the expiration or termination of this Agreement.

- C. Audit by Authority. Notwithstanding any provision in this Agreement to the contrary, Authority or its representative(s) may at any time perform audits of all or selected operations performed by Contractor under the terms of this Agreement.

3.07 UNPAID FEES

If the Respondent fails to submit timely reports and payments due and payable in accordance with the terms of this RFP and subsequent Agreement within ten (10) calendar days after same shall become due and payable, interest at the maximum rate allowed by law or 1 ½% per month, whichever is the lesser, shall accrue against the delinquent payment(s) from the date due until the date payment is received by JAA. The foregoing shall in no way be construed as a waiver of any right granted JAA in this Agreement, nor shall this provision be construed to prevent JAA from terminating the Agreement for cause or from exercising any other right or from enforcing any other provision contained herein or provided by law.

3.08 SCOPE OF SERVICES – MONEY CHANGER

JAA owns a money changer which is located in the lower level baggage claim area at JAX. The manufacturer of the money changer is Hamilton Manufacturing Corporation. The equipment shall remain the sole property of JAA. The successful Respondent shall provide services to include, but are not limited to the following:

- A. Provide the initial funds for the money changer which is a minimum of \$500.00 in quarters in U.S. dollars.
- B. Equipment shall be serviced every two weeks, minimally and more frequently if requested by JAA.
- C. Dollar bills from the money changer shall be utilized to replenish the changer.
- D. Respondent shall provide and install their own lock on the equipment.
- E. Major repairs such as electrical anomaly, circuit board failure, or overall breakdown of the equipment shall be the responsibility of JAA.

3.09 LICENSES AND TAXES – MINIMUM REQUIREMENTS

Respondent is responsible for complying with all federal, state and local laws, statutes, ordinances, rules and regulations, and for any and all federal, state and local licenses and taxes pertaining to the performance of the services defined in this RFP.

3.10 CONTRACT

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

3.11 PERFORMANCE MEETINGS

The Respondent is required to attend quarterly 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. JAA may elect to switch to monthly meeting during the term of the contract period.

3.12 PERFORMANCE STANDARDS – NOT APPLICABLE FOR RFP NO. 18-20-43101

The standards by which the Respondent's performance will be evaluated are set forth as stated below. The Respondent's failure to meet and maintain these standards, after receipt of written notice to correct such deficiencies, immediately or within twenty-four (24) hours' notice may result in the following or termination of the Contract.

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

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 THREE (3) 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. Submit documentation that Respondent has been in the primary business of providing vending machine services for a minimum of three (3) years immediately prior to proposal opening. (MANDATORY, PASS OR FAIL)

B. Submit copies of all certifications and licenses that evidence it is authorized to provide the vending machine services contemplated herein. (MANDATORY, PASS OR FAIL)

C. Experience/Qualifications/Background (Maximum 25 points)

Submit a concise narrative on experience, with preference given to Respondents with public entity, airport and/or government experience.

Submit the number of clients Respondent provide vending machine services, including region which they are located.

D. *Commission and Pricing (Maximum 40 points)

*Award Basis: Points will be awarded based on the responsive Respondent offering the highest commission for the initial three year contract term.

Initial Three Year Term: _____%

Renewal Option Year No. 1: _____%

Renewal Option Year No. 2: _____%

Submit the price for the list of products to be offered in the vending machines for public areas. In an effort to keep the costs of products low in employee areas, no commission will be collected in employee area machines.

Submit the price for the list of products to be offered in the vending machines in employee areas. The cost of items in the employee areas shall include discount pricing (ranging from 30 to 50% less) as compared to product pricing that do not serve JAA employees.

E. Products, Maintenance and Servicing of Vending Machines (Maximum 25 points)

Submit concise narratives covering the following areas:

1. A list of products, including package size, to be offered for installation in the vending machines shall be submitted with proposal package. The product list shall include, but is not limited to, snacks, healthy snacks, water, beverages, and other food and drink items.

ARTICLE IV – PROPOSAL FORM

Respondent's Name: _____

(Page 2 of 3)

- 2. Whether your machines can offer a variety or combinations of products, such as bottled and canned beverages and/or multiple beverage products (i.e., Coke and Pepsi products in same machine).
- 3. Process for restocking vending machines, including product freshness and quality control.
- 4. The typical response time to service a vending machine after receiving notification that a repair is needed.
- 5. Process for providing patron refunds.
- 6. Process for maintenance and cleaning of vending machines.
- 7. Process for monitoring inventory to determine popular versus un-popular vending products. Explain how machines will be adjusted to compensate accordingly.

Submit a sample report that will be submitted with commission payment.

Submit a list of the types of vending machines proposed to be installed at JAA. Include the capacity, machine size and age of the machines.

F. Local Preference Program (Maximum 5 points)

Respondent applying for Local Preference shall submit the Local Business Verification Form, **Exhibit B**.

G. References (Maximum 5 points)

Submit three (3) references for which Respondent has provided strategic planning services. References should be submitted on the Reference Questionnaire, **Exhibit G**.

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

I. Addendum Acknowledgement, if applicable

Acknowledgment of the following Addenda is hereby made:

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: _____

ARTICLE IV – PROPOSAL FORM

Respondent's Name: _____

(Page 3 of 3)

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

Respondent's Initial: _____

O. Acknowledgment and Acceptance of Discount for Employee Vending Machines is hereby made:

Respondent's Initial: _____

P. 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.

Q. 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)

EXHIBIT A

CONFLICT OF INTEREST CERTIFICATE

Respondent 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 JAA requiring the goods or services described in these specifications has any financial interest in this company.

Signature

Company Name

Name of Official (type or print)

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

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION III

PUBLIC OFFICIAL DISCLOSURE

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

Public Official: _____

Position Held: _____

Position/Relationship with Respondent: _____

EXHIBIT B

**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 C

SECURITY REGULATION PACKET

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

EXHIBIT D
VENDING SERVICES AGREEMENT

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

EXHIBIT E

VENDING MACHINE LOCATION LIST

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

EXHIBIT F

GROSS REVENUE 2015 – 2017

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

EXHIBIT G
REFERENCE QUESTIONNAIRE
VENDING MACHINE SERVICES

(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.

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?

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?

REFERENCE QUESTIONNAIRE
VENDING MACHINE SERVICES

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: _____

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: _____