











## **INVITATION TO BID (ITB) No.: 19-07-44302**

PURCHASE OF SLOPE MOWER FOR THE JACKSONVILLE AVIATION AUTHORITY

## JACKSONVILLE EXECUTIVE AT CRAIG AIRPORT – JACKSONVILLE, FL

Assigned Buyer: Samantha Smid Procurement Director: Devin Reed

JAA Department of Procurement 14201 Pecan Park Road, Jax. FL 32218 Email: <u>samantha.smid@flyjacksonville.com</u> Phone: 904.741.3209

#### BID NUMBER 19-07-44302

#### PURCHASE OF SLOPE MOWER

# for the JACKSONVILLE AVIATION AUTHORITY

Bids will be received by the Jacksonville Aviation Authority (JAA) until 2:00 PM (local time) on November 6, 2018 at which time they will be opened at JAA's Administration Building, 14201 Pecan Park Road, Jacksonville, Florida, for purchasing a slope mower.

All Proposals must be submitted in accordance with Invitation to Bid Number 19-07-44302, which may be obtained after 8:30 AM (local time) on Tuesday, October 23, 2018 from <u>www.flyjacksonville.com</u> (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 4
ARTICLE I - INSTRUCTIONS TO RESPONDENTS	Page 5
ARTICLE II - GENERAL CONDITIONS	Page 10
ARTICLE III - SPECIAL CONDITIONS	Page 16
ARTICLE IV - TECHNICAL SPECIFICATIONS	Page 18
ARTICLE V - BID FORM	Page 19
EXHIBIT A - CONFLICT OF INTEREST CERTIFICATE	Page 21
EXHIBIT B – LOCAL BUSINESS VERIFICATION FORM	Page 22
EXHIBIT C - ACH AUTHORIZATION FORM – DRAFT	.Page 23
ATTACHMENT 1 -ACKNOWLEDGMENT OF ORDER	Page 24
ATTACHMENT 2 - CERTIFICATION OF COMPLIANCE	Page 25
NO BID FORM	Page 26

#### GENERAL INFORMATION

#### REQUESTS FOR DISTRIBUTION SHEETS OR PRE BID ATTENDANCE SHEETS

Copies of the Invitation to Bid (ITB) Distribution Record may be requested by contacting the Procurement Department of the Jacksonville Aviation Authority (JAA).

#### SUBMISSION OF BIDS

Bids 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 bids. 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 bids are requested, the items read at the opening will vary. Sealed bids 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, which ever is earlier. All parts of bids, including exhibits, are subject to the Public Records Law, and a Respondent may not exclude any portion of the Bid 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 BID 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 BIDS

JAA will receive bids in response to this solicitation until November 6, 2018 at 2:00 PM (local time) to purchase a slope mower (the "Commodity"). Bids will be publicly opened at JAA's Administration Building, 14201 Pecan Park Road, Jacksonville, Florida, at the previously mentioned time and date.

#### 1.02 DELIVERY OF BIDS

**One (1) original copy (clearly marked "ORIGINAL") 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 Bid Form) must be submitted in a sealed package. The package must be labeled to read: "ITB 19-07-44302, November 6, 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 Bid 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, late bids, 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 Bid 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 ITB does not commit JAA to pay costs or expenses of any kind incurred by the various Respondents during bid preparation, submittal or presentations, if any.

#### 1.03 EXAMINATION OF SPECIFICATIONS

The Respondent is required to carefully examine the technical specifications and intended use of the Commodity to be purchased. It will be assumed that the Respondent has investigated and is fully informed of the conditions, and the character and quality of the Commodity to be purchased.

#### 1.04 OBLIGATION OF RESPONDENTS

The Respondent must become fully aware of the technical specifications of the solicitation. Failure to do so will not relieve a successful Respondent of its obligation to furnish the Commodity at the price bid and in accordance with the delivery terms of the contract. The Respondent must be familiar and comply with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Commodity and must possess and maintain the requisite license(s) to furnish and provide the same. In addition, the Respondent will be held responsible for having satisfied itself from its own personal knowledge and experience or professional knowledge as to the Commodity to be purchased. Therefore, the Commodity provided in response to this solicitation will have an express warranty of fitness for purpose. The submittal of a Bid will be construed as evidence that all Respondent obligations have been satisfied and no subsequent allowance will be made in this regard.

Prior to purchase order 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.

#### 1.05 ADDENDA - CHANGES WHILE BIDDING

No interpretation of the meaning of any part of the ITB 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 <u>MUST</u> be submitted in writing and addressed to JAA's Procurement Department, Attn: Samantha Smid. Requests may be transmitted via email, samantha.smid@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) on October 30, 2018 in order to be given any consideration. All such interpretations and supplemental instructions will be in the form of written Addenda to the Bid Documents, which, if issued, will be posted on the JAA website, <u>www.flyjacksonville.com</u>. However, it is the responsibility of each Respondent, prior to submitting its Bid, to contact JAA Procurement Department at (904) 741-3209 to determine if any Addenda were issued and to make such Addenda a part of its Bid. In case any Respondent fails to acknowledge receipt of any such Addenda in the space provided on the Bid Form, its Bid will nevertheless be construed as though the Addenda has been received and acknowledged. Only the interpretations or corrections so given by JAA 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 the ITB Documents.

#### 1.06 PREPARATION OF BID

Bids will be submitted in the form, and in the order outlined in the Bid Form. All information must be typed in or legibly printed in ink.

If the Bid 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 Bid as principal. If the Bid 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 Bid is made by a corporation, the Bid 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 BID WILL CONSTITUTE A MATERIAL IRREGULARITY AND WILL RESULT IN THE REJECTION OF THE BID. 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 Florida for doing business in the State of Florida.

#### 1.07 WITHDRAWAL OF BIDS

Any Bid may be withdrawn by written request of the Respondent until the date and time established herein for opening of the Bids. Any Bid not timely withdrawn will, upon opening, constitute an irrevocable offer for a period of 90 days (or until one or more of the Bids have been duly accepted by JAA, whichever is earlier) to furnish the goods and /or services contemplated herein. JAA decision and/or action on bids normally will be taken within 60 days after bid opening; however, no guarantee or representation is made as to the time between the bid opening and the subsequent JAA decision and/or action regarding an award. To the extent negotiations are required and 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.

#### 1.08 MANDATORY RESPONDENT CRITERIA

Respondents must meet and provide documentation to prove they meet the following mandatory requirements to be considered for the award of the contract. Respondents will address each mandatory requirement specifically in their Bid. 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:

#### SLOPE MOWER MUST HAVE THE FOLLOWING SPECIFICATIONS:

- 1. Mower will be remote controlled.
- 2. 40-55 degree Max Slope
- 3. Preferred engine brands are Kawasaki or Briggs and Stratton.
- 4. Mowers needs to cut a minimum of 1-2 inch saplings, and up to 4 feet of heavy brush.
- 5. Mower will be equipped with Emergency Shutoff.
- 6. Mower needs to have a minimum remote range of 300 feet.
- 7. Mower is equipped with 4 wheel drive.
- 8. Mower has adjustable mowing deck.

#### 1.09 RESPONSIBLE RESPONDENT CRITERIA

In considering the responsiveness JAA will examine each timely received bid against the factors listed below. Respondents will address each factor specifically in their Bid.

- A. Bid Price.
- B. Delivery time after receipt of purchase order.
- C. Warranty terms and conditions.

In this regard, JAA reserves the right to reject any and all Bids, in whole or in part, or to waive any non-conformance in Bids or any other bid irregularities whenever such rejection or waiver is minor in nature and is in the best interest of JAA.

#### 1.10 DISQUALIFICATION OF RESPONDENTS

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

- A. Submission of more than one Bid 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 Bid may be submitted for the same company.
- B. Evidence of collusion among 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 work 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 Bids, and, if found to apply to any Respondent, JAA will notify the Respondent that its Bid will not be considered for an award of the Contract. The Respondent has five (5) business days to appeal in writing this decision to the JAA CEO, via the Procurement Department, and the decision of the JAA CEO will be final.

#### 1.11 <u>REJECTIONS OF IRREGULAR BIDS</u>

Bids 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.

#### 1.12 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.

#### 1.13 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.

#### 1.14 PRE-BID MEETING

JAA has determined a Pre-Bid Meeting is not required. Respondents are encouraged to submit questions in writing to the JAA Procurement Department via e-mail to: Samantha.smid@flyjacksonville.com. All questions must be submitted no later than **October 30, 2018 at 5:00 PM** (local time) to be given any consideration.

#### 1.15 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**.

#### 1.16 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 local market area is defined as Duval, Clay, Baker, St. Johns or Nassau Counties, which market area is specific to this section only and should not be confused with the Normal Market Area designated for participation in JAA's Local Preference Program.

#### 1.17 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.

#### 1.18 EVALUATION AND AWARD

JAA reserves the right to accept or reject any or all Bids, in whole or in part. JAA reserves the right to award the ITB to the Respondent submitting a bid which is most advantageous and in the best interests of JAA. Tie bids will be awarded pursuant to JAA's Local Preference Program and if after its application the tie remains, preference will be given to the Respondent that certifies it has implemented a drug-free workforce program. If a tie still remains, JAA will award the ITB in the manner determined to be in the best interests of JAA. JAA will be the sole judge of the bids and the resulting award that is in its best interest and its decision will be final. The JAA CEO has final approval authority for any resulting agreement. This ITB is subject to the availability of budgeted funds.

Within 30 days after notice of award is made, the successful Respondent will be given a JAA purchase order and Respondent must acknowledge receipt. Award will not be binding until this purchase order has been received and acknowledged by the Respondent to contain the terms of the contract. Respondent terms different from JAA's (on JAA purchase order or contained in the Contract) will not be allowed.

#### 1.19 **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 JAA Administration Building, 14201 Pecan Park Road, 1<sup>st</sup> Floor, Jacksonville, FL 32218.

#### 1.20 PROTEST PROCEDURES

Any Respondent adversely affected during this ITB 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.

#### 1.21 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.

#### **ARTICLE II – GENERAL CONDITIONS**

#### 2.01 DEFINITIONS

**AUTHORITY** – Jacksonville Aviation Authority

**BID** – The approved forms on which the Respondent is to submit, or has submitted, its prices for the items requested in the bid.

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

**CECIL** – Cecil Airport

**CONTRACT** – The Contract consists of the document labeled Specifications for the Commodity, ITB Number 19-07-44302; Respondent's Bid; 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 Respondent'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 Proposer is to submit, or has submitted its charges for the services contemplated.

**PROPOSER** – 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 SPECIFICATIONS OF ITEMS

The specifications for the items to be purchased are as detailed in Article IV, TECHNICAL SPECIFICATIONS. The qualified product(s) listed is to be provided with no substitutions, unless an addendum is issued prior to the bid opening.

#### 2.03 DEVIATIONS TO SPECIFICATIONS

All deviations from the specifications must be noted in detail by the Respondent, in writing, at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the Respondent strictly accountable to JAA to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above will be grounds for rejection of the material and/or equipment when delivered.

#### 2.04 LEGAL REMEDIES AVAILABLE TO JAA

The purchase order that results from this solicitation may be terminated by JAA in accordance with this clause whenever JAA determines that such termination is in the best interest of JAA.

Termination of this Agreement 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 this Agreement, or the like predicted in such termination.

The resulting Contract is always subject to availability of budgeted funds.

#### 2.05 INDEMNIFICATION

Any Contract resulting from the ITB 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 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.

#### 2.06 INSURANCE

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

<u>Commercial General Liability</u>: Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability nor Professional Liability.

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

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

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

<u>Certificate(s) of Insurance</u>: Contractor agrees to provide JAA a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum 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 Road Jacksonville, FL 32218

<u>Umbrella or Excess Liability:</u> Contractor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. CONTRACTOR agrees to endorse JAA as an <u>"Additional Insured"</u> 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.

**<u>Right to Revise or Reject:</u>** 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

#### 2.07 WARRANTY – MINIMUM REQUIREMENTS

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

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

#### 2.08 ACCEPTANCE OF ITEMS

Any portion of the Commodity delivered to JAA not meeting specifications or found to be defective will not be accepted, and will be returned to the vendor at its expense for replacement. As it is impossible for JAA to inspect all items on delivery, signing of the receipt document only verifies the delivery of the Commodity. A reasonable opportunity must be allowed for inspection. Arrangements for the return shipment of any defective portion of the Commodity are the responsibility of the vendor, and will be solely at vendor's expense.

#### 2.09 <u>COMPENSATION</u>

Compensation will be paid in accordance with the Respondent's guotation price submitted on the Bid 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, Attn: Accounts Payable, 14201 Pecan Park Road. Jacksonville. FL 32218. Invoices may also be submitted via email to. 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 D.** 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 DELIVERY OF ITEMS

The Commodity must be delivered within the agreed upon time. Failure to do so may result in JAA obtaining the Commodity from another source and possible termination of the contract. Any agreement by JAA to waive all or part of delivery must be agreed to in writing by both parties.

#### 2.12 ASSIGNMENT

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

#### 2.13 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.

#### 2.14 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.

#### 2.15 ARTICLE/SECTION HEADING

The article and section headings contained in this ITB 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 ITB.

#### 2.16 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the Contract, the provisions of JAA's ITB Number 19-07-44302 and Respondent's Bid, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) the Contract; 2) JAA's ITB Number 19-07-44302, 3) Respondent's Bid, and 4) the Purchase Order.

#### 2.17 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.

#### 2.18 <u>NONWAIVER</u>

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

#### 2.19 ENTIRE AGREEMENT

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

#### 2.20 TIME REQUIREMENT

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

#### 2.21 DAMAGES

The Respondent acknowledges that it can be compensated adequately by money damages for any breach of the resulting Contract that may be committed by JAA. The Respondent agrees that no default, act or omission of JAA shall constitute a material breach of the resulting Contract 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.

#### 2.22 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.

#### ARTICLE III – SPECIAL CONDITIONS

#### 3.01 TECHNICAL DOCUMENTATION

The Commodity bid must meet or exceed all minimum conditions and specifications of the ITB. When technical documentation is required by the ITB, its purpose is to demonstrate compliance of the product bid with applicable technical requirements of the ITB and to allow a technical evaluation of the product. Failure to provide the required technical documentation will make the Respondent non-responsive, unless JAA, in its sole discretion and in the best interest of JAA, determines the acceptability of the products offered through technical documentation available within JAA as of the date and time of bid opening. Such authority of JAA will in no way relieve the Respondent from the ultimate responsibility to submit the required technical documentation, nor will any Respondent assume that such documentation is otherwise available to JAA. JAA will not be responsible for the accuracy of the technical documentation in its possession.

#### 3.02 SPECIFICATION EXCEPTIONS, OMISSION, OR ERRORS

Specifications are based on the most current literature available. Respondent must notify JAA in writing, no less than five (5) business days prior to the above-mentioned Bid Opening date and time, of any change, omission, or error in the manufacturers' specifications which conflict with the bid specifications.

#### 3.03 ADVERTISING

Except for an emblem installed by the manufacturer identifying manufacturer and model, no emblem, logo, tag or other device or design promoting the dealer or Respondent may be affixed in any manner to any portion of the Commodity delivered under this ITB.

#### 3.04 <u>PRICE</u>

JAA will not accept bids for the Commodity that are higher than the manufacturer's published retail price. If a Respondent's price for the Commodity is found to be higher than the manufacturer's published retail price, the Respondent will be disqualified. If at any time after the contract has been awarded a price is found to be higher than the manufacturer's published retail price, the Respondent will be obligated to refund to JAA the difference between the price charged and the manufacturer's published retail price.

#### 3.05 APPROVED EQUIVALENTS

The term Approved Equivalent is used to allow a Respondent to bid components or equipment that are equal to the components or equipment described in the technical specifications.

To receive an Approved Equivalent rating for components or equipment that is different from those in the technical specifications, the Respondent must submit to JAA, in writing, a request for approval, along with all supporting specifications and documentation. Information must be submitted far enough in advance to allow JAA to issue written approval a minimum of five (5) business days before the above-mentioned Bid Opening date. JAA will be the sole judge of the equivalency of components, equipment, and materials.

#### 3.06 ACKNOWLEDGMENT OF ORDER

A. Acknowledgment of Order form (Attachment 1) must submitted to JAA via US mail, fax or email to JAA within five (5) calendar days from the date the Respondent receives the purchase order.

#### FAILURE OF THE RESPONDENT TO ACKNOWLEDGE A PURCHASE ORDER WITHIN THE PRESCRIBED TIME MAY RESULT IN THE RESPONDENT BEING DECLARED IN DEFAULT.

B. Acknowledgment of receipt of an order will constitute an agreement by the Respondent to deliver the Commodity listed on the purchase order under the terms and conditions of this contract. Failure of Respondent to acknowledge receipt of a purchase order will be considered acceptance by default and the Respondent will be held responsible for delivering the Commodity requested.

#### 3.07 <u>DELIVERY</u>

- A. The Commodity should be delivered to JAA, Jacksonville Executive at Craig Airport, 855-1 St Johns Bluff Rd N, Jacksonville, FL 32225.
- B. Respondent will notify JAA personnel designated on the purchase order no less than twenty four (24) hours prior to delivery. Delivery will be accepted only between 8:00 AM and 12:00 PM (local time) and 1:00 PM and 4:30 PM (local time) on JAA normal work days. Delivery not complying with these requirements may be rejected and will have to be redelivered at Respondent's expense.

#### 3.08 ACCEPTANCE

Delivery of the Commodity to JAA does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment will be given only after a thorough inspection indicates that the Commodity meets contract specifications and the requirements listed below (Documents 1-5).

Should the delivered Commodity differ in any respect from specifications, payment will be withheld until such time as the Respondent completes necessary corrective action.

JAA Procurement Department will notify the Respondent of any deviation in writing within 10 business days after the delivery and the provisions of this paragraph will prevail. If the proposed corrective action is not acceptable to JAA, JAA may refuse final acceptance of the Commodity, in which case the Commodity will remain the property of the Respondent and JAA will not be liable for payment for the same or any portion thereof. JAA will also not be liable for any damages caused by or to the Commodity.

The Commodity will be delivered with each of the following documents completed/included:

- 1. Copy of "Purchasers" Purchase Order.
- 2. Certification of Compliance and Purchase Order form (Attachment #2)
- 3. Manufacturer's Certificate of Origin
- 4. Operator's Manual / Maintenance Manuals

#### 3.09 DISCREPANCIES AT DELIVERY

When a Commodity requires service or adjustments upon delivery, the Respondent will either remedy the defect or be responsible for reimbursing the manufacturers local authorized dealer or others to remedy the defect. Such service or adjustments will be initiated by the Respondent within forty-eight (48) hours (not including weekends and holidays) after notification by JAA. Delivery will not be considered complete until all service or adjustments are accomplished. The cost of any transportation required will be the responsibility of the Respondent until the Commodity is satisfactorily accepted by JAA.

#### **ARTICLE IV – TECHNICAL SPECIFICATIONS**

#### 4.01 <u>GENERAL</u>

JAA intends to purchase a Commodity. The Bids will be publicly opened at JAA Administration Building, 14201 Pecan Park Road, Jacksonville, FL. The Commodity must be new, not used or a demo, with full manufacturer warranty. The Commodity must meet the minimum acceptable specifications.

#### 4.02 MINIMUM SPECIFICATIONS

The Commodity purchased through this ITB must come with all the standard equipment specified by manufacturer and this ITB.

#### 4.03 CONDITIONS

- A. In addition to equipment specified by this specification, the Commodity will be equipped with all standard equipment as specified by the manufacturer for the model contemplated hereunder, and will meet all Standards Compliance requirements.
- B. The successful Respondent will be responsible for delivering the Commodity in a new, properly serviced, clean and first class operating condition.
- C. A manufacturer's operator manual and maintenance instructions must be delivered with the Commodity.
- D. The Commodity shall be completely assembled and shall have been thoroughly tested, and be ready for operation upon delivery.
- E. The unit covered by this specification will be the manufacturers' latest basic production model and will at a minimum be equipped with all standard equipment in accordance with the manufacturers' latest literature. Respondent must supply a unit that either meets or exceeds all the requirements included in the applicable technical specifications.
- F. The Respondents must clearly substantiate that the Commodity bid meets or exceeds the requirements of these specifications.
- G. JAA hereby reserves the right to consider and evaluate responses to this solicitation in accordance with manufacturers' literature and/or information that is in possession of JAA, if the literature or information supersedes manufacturers' literature or information submitted by the Respondent.
- H. Respondents will be required to provide any information requested on the price sheets, such as manufacturer and model numbers for various components, and failure or refusal to provide the same may result in a bid rejection. All equipment, options, and features provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

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

(Page 1 of 2)

#### CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED

# RESPONDENT SHALL SUBMIT ONE (1) ORIGINAL COPY (CLEARLY MARKED "ORIGINAL") AND ONE (1) USB FLASH DRIVE OR COMPACT DISK ("CD").

All prices to be FOB, 855-1 St Johns Bluff Rd N, Jacksonville, FL 32225. A twenty-four (24) hour advance delivery notice is required. JAA will not pay any transportation, insurance and/or import charges.

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 Respondent Requirements (Refer to Article 1.09)
  - 1. Mower will be remote controlled.
  - 2. 40-55 degree Max Slope
  - 3. Preferred engine brands are Kawasaki or Briggs and Stratton.
  - 4. Mowers needs to cut a minimum of 1-2 inch saplings, and up to 4 feet of heavy brush.
  - 5. Mower will be equipped with Emergency Shutoff.
  - 6. Mower needs to have a minimum remote range of 300 feet.
  - 7. Mower is equipped with 4 wheel drive.
  - 8. Mower has adjustable mowing deck.

Please sign to verify that the provided quote meets the Mandatory Respondent Criteria:

Signature: Β. Bid Price (Please provide a detailed guotation form) JAA reserves the right to use this pricing for the next calendar year. C. Conflict of Interest Certificate (Exhibit A) D. Local Preference Policy Verification Form (Exhibit B) E. Warranty terms and conditions. F. Location of nearest service facility: Delivery time in days after receipt of purchase order: (Maximum 30 days) G. H. Manufacturer's Certificate of Origin Ι. Operator's Manual / Maintenance Manuals with technical specifications highlighted J. Addendum Acknowledgement, if applicable Acknowledgment of the following Addenda is hereby made: Addenda No. Date: Respondent's Initial: Drug-Free Workplace Program Certification: K. a. \_\_\_\_\_ Yes, we have a Drug-Free Workplace Program b. \_\_\_\_\_ No, we do not have a Drug-Free Workplace Program Page 19 of 26

#### ARTICLE V- BID FORM

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

(Page 2 of 2)

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

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

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

N. Acknowledgement of ACH Payment acceptance is hereby made:

Respondent's Initial:

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

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

P. Bidder Certification and Signature:

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

Q. Bid Form Signature:

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

Respondent Name:			
Authorized Agent's Signature:			Date:
Printed Name:		_ Email:	
Title:			
Respondent is a: [] Corporation	on [] Partnership	[ ] Individual	
Federal Identification Number:			
Remittance Address:			
Telephone Number:		Fax Number:	

#### 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 bid.

#### 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

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, Jacksonville, FL 32218 prior to the time of bid opening.

#### SECTION III

#### PUBLIC OFFICIAL DISCLOSURE

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 bid.

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:	ng information with the return of	Date License Issued:	

 $\rightarrow$  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	thisday of	, 20	
By(Affiant's Printed N			
He/She is personally known by me of	or has produced	as identification.	
State of			
Notary seal	(Signed by Notar	у)	
	(Notary's Printed Name) My Commission Expiries:		

#### EXHIBIT C

### SAMPLE ACH AUTHORIZATION FORM

#### **ATTACHMENT 1**

JAA Contact Person:	Phone:
JAA Purchase Order Number	was received on
In accordance with JAA Bid Number 19-07-443	02, the order was placed with the manufacturer (if applicable) on
and assigned produ	ction number
(production/serial nun	nber).
Please reference your purchase order number of	or the production number if an inquiry is necessary.
NAME:	
ADDRESS:	
AUTHORIZED AGENT'S SIGNATURE:	
PRINTED NAME:	
EMAIL:	
	DATE:
COMMENTS:	
_	

#### ACKNOWLEDGMENT OF ORDER

#### **ATTACHMENT 2**

#### **CERTIFICATION OF COMPLIANCE AND PURCHASE ORDER**

I do hereby certify, or affirm, that I have personally inspected this equipment and furthermore do certify the following.

A. The Commodity meets or exceeds all of the requirements of the specifications contained in JAA, ITB # 19-07-44302.

- B. The purchase order has been reviewed and the Commodity meets or exceeds all of the applicable requirements.
- C. The Price Sticker or Manufacturer's Invoice with the Commodity.
- D. The Pre Delivery Inspection form with the Commodity.
- E. The Operation and Maintenance Manual with the Commodity.
- F. The Warranty Certification with the Commodity.
- G. Copy of Purchase Order with the Commodity.

Serial Number #:	Purchase Order #:		
Manufacturer:	Model:	Year:	
Vendor Name:			
nenected Pur		Doto	
Authorized Agents Signature:			
Printed Name:			
Email:			
do hereby certify that I have inspected the requirements.			
Date:			
Title:			

#### **NO BID FORM**

If your company cannot submit a bid at this time, please provide the information requested in the space provided below and return this form to:

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

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

We are unable to submit a bid 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.			
Comm	ents:			
Name	of Firm:			
Signatu	ıre:			
Printed Name:				
Title:				
	one Number:			
Addres	S:			
City:		State:	Zip Code:	