



JAA SOLICITATION



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



JAX
Jacksonville
International
Airport



Cecil
Cecil Airport



Herlong
Herlong Recreational Airport



JAXEX
Jacksonville Executive Airport

INVITATION TO BID (ITB) No.: 19-01-45123

**SMALL CONSTRUCTION, GENERAL REPAIR AND MAINTENANCE SERVICES
FOR THE JACKSONVILLE AVIATION AUTHORITY**

JACKSONVILLE, FL

Assigned Buyer: Monica Frazier
Procurement Director: Devin Reed

JAA Department of Procurement 14201 Pecan Park Road, Jax. FL 32218
Email: monica.frazier@flyjacksonville.com (Phone) 904.741.2359

INVITATION TO BID

BID NUMBER 19-01-45123

SMALL CONSTRUCTION, GENERAL REPAIR AND MAINTENANCE SERVICES

**for the
JACKSONVILLE AVIATION AUTHORITY**

Bids will be received by the Jacksonville Aviation Authority (JAA) until 2:00 PM (local time) on December 11, 2018 at which time they will be opened at JAA's Administration Building, 14201 Pecan Park Road, Jacksonville, Florida, for selecting a company to provide Small Construction, General Repair and Maintenance Services for the crafts/services defined herein.

A Mandatory Pre-Bid Meeting will be held at 10:00 AM (local time), November 20, 2018 at JAA Administration Building, 14201 Pecan Park Road, Jacksonville, FL 32218. All potential Respondents **MUST** attend this meeting as a prerequisite to the submittal of a Bid.

All Bids must be submitted in accordance with Invitation to Bid Number 19-01-45123, which may be obtained after 8:30 AM (local time) on November 8, 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.

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GENERAL INFORMATION

REQUESTS FOR DISTRIBUTION SHEETS OR PRE BID ATTENDANCE SHEETS

Copies of the Invitation to Bid (ITB) Distribution Record and/or the Pre-Bid Attendance 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, whichever 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 December 11, 2018 at 2:00 PM (local time) for the purpose of selecting a company to provide Small Construction, General Repair and Maintenance Services for the crafts/services defined herein (the "Scope of Services"). 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 electronic version (CD or USB Flash Drive) and three (3) copies of the Bid 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 19-01-45123, Small Construction, General Repair and Maintenance Services, December 11, 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 will 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 will 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 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 contract are also contained in these documents.

1.04 EXAMINATION OF CONTRACT DOCUMENTS AND SPECIFICATIONS

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 ITB. 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 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 **MUST** be submitted in writing and addressed to JAA's Procurement Department, Attn: Monica Frazier. Requests may be transmitted via email, monica.frazier@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 November 30, 2018 at 5:00 PM (local time) in order to be given any consideration. All such interpretations and supplemental instructions will be in the form of a written Addenda to the ITB documents, which, if issued, will be posted on the JAA website, www.flyjacksonville.com. However, it is the responsibility of each Respondent, prior to submitting its Bid, to contact JAA Procurement Department at (904) 741-2359 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.

1.07 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 the State of Florida for doing business in the State of Florida.

1.08 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.

1.09 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 Bid. In order for JAA to consider the qualifications of Respondents for this Project, each Respondent must provide an acknowledgement on company letterhead and written documentation that it meets the following Mandatory Minimum Qualifications:

- A. Respondent shall have a minimum of five (5) years' experience in providing services for the respective craft, immediately prior to the date of the Bid Opening.
- B. Respondent must possess and provide a current copy of all applicable licenses and certifications required to perform the craft, which includes, but is not limited to City of Jacksonville and State of Florida licenses. If submitting on multiple crafts, Respondent must submit licenses and certifications for each craft.

1.10 RESPONSIBLE RESPONDENT CRITERIA

In considering responsiveness, as well as responsibility, JAA will examine each timely received response against the factors listed below and reserves the right to select and/or short-list as many or as few Respondents as it deems appropriate. Respondents will address each factor specifically in their Bid.

- A. Bid Price.
- B. Respondent shall submit five (5) references. The Respondent should send the Reference Questionnaire, **Exhibit A**, to five 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. To the extent Respondent does not receive favorable references, the same will be considered in JAA's right to award this ITB to the lowest, responsive and responsible Respondent. For purposes of this section, "favorable references" shall mean an average score of 4.5 and above.

As such, JAA will contact and evaluate the responses it receives from each reference provided in response to this solicitation. To the extent contact with proposed references cannot be made or the proposed references indicate a lack of knowledge or awareness of a Respondent, the same will be negatively reflected in JAA's evaluation of Respondent's responsibility or ability to perform the Scope of Work contemplated herein. 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/or permitted to provide the reference information being sought.

- C. Respondent shall submit the Bidder Questionnaire, **Exhibit B**. A Bidder Questionnaire must be submitted for each craft in which the Respondent is submitting a bid.

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.

1.11 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.

1.12 REJECTIONS OF IRREGULAR BIDS

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.

1.13 CONFLICT OF INTEREST CERTIFICATE

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

1.14 PUBLIC ENTITY CRIME

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

1.15 MANDATORY PRE-BID MEETING

To help ensure that all Respondents are fully informed of the requirements for this Contract, a **Mandatory** Pre-Bid Meeting will take place at the previously mentioned time, date and place. Notwithstanding other requirements of the ITB, only the bids 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: Monica Frazier. Requests may be transmitted via email, monica.frazier@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.

1.16 LOCAL PREFERENCE PROGRAM – NOT APPLICABLE FOR ITB NO. 19-01-45123

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.

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 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.

1.18 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 BID BOND NOT APPLICABLE FOR ITB NO. 19-01-45123

Each Respondent must furnish with its Bid a bid bond or a cashier's check payable to JAA in the amount of zero dollars as a surety that the Bid will not be withdrawn for ninety (90) calendar days from date of bid opening. A bid bond must be secured from and executed by a surety duly licensed to do business in the State of Florida. Failure to furnish the bond, including power of attorney, if required, may result in rejection of the Bid.

1.20 PAYMENT AND PERFORMANCE BOND

The successful Respondent must furnish a payment and performance bond for awarded projects, for which the amount upon the execution of the project is greater than \$5,000.00, to guarantee applicable subcontractors and suppliers are paid and to guarantee the performance of all terms and conditions stated in the Contract. The payment and performance bond must be with a corporate surety authorized to do business in the State of Florida and acceptable to the JAA. The bond will be specifically conditioned to perform this Contract. No personal checks will be accepted.

1.21 EVALUATION AND AWARD

JAA reserves the right to award the ITB based on the method that is the most feasible and in the best interests of JAA. JAA also reserves the right to select and/or short-list as many or as few Respondents as it deems appropriate

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 10 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.

1.22 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, 1st Floor, Jacksonville, FL 32218.

1.23 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, 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>.

1.24 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

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 Small Construction, General Repair and Maintenance Services, ITB Number 19-01-45123; 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 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 initial Contract term will be from the effective date of contract execution through April 14, 2019 with one, one-year renewal option. 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 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.

2.05 INSURANCE

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

Commercial General Liability: Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability nor Professional Liability. **In the event the contractor requires AOA access, then the Commercial General Liability Limit will be not less than \$5,000,000.**

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

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

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

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

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

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

Right to Revise or Reject: JAA reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the

applicability of coverage. Additionally, JAA reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due.

2.06 RESPONSIBILITIES OF THE RESPONDENT

- A. A mandatory post award conference will be scheduled after the Contract is awarded which is normally held within 10 business days after contract award. The Respondent will furnish the certificates of insurance, copies of licenses, permits and other items required by JAA.
- B. The Respondent will begin the services as described in the Contract upon issuance of a written Notice to Proceed by JAA.
- C. The Respondent is responsible for the professional services, technical accuracy, and timely completion of the work to be done, and for compliance with all terms and conditions of the Contract.
- D. The Respondent will remain liable for all damages to, or incurred by, JAA caused by the Respondent's negligent performance of any of the services furnished under this Contract.
- E. The Respondent represents that it is an independent Respondent and not an employee of JAA, nor are any of Respondent's employees performing services in furtherance of this Contract to be considered employees of JAA. The Respondent is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Respondent will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Respondent.
- F. The Respondent will designate in writing a qualified person(s) to act as its representative. The Respondent's Representative(s) will have authority to act for the Respondent in all matters covered by this Contract. The Respondent's Representative(s) will be authorized to submit written estimates and any changes to these estimates, make joint inspections with JAA Inspector at time designated by JAA and will be available to meet with JAA during the working hours of JAA and to answer questions for JAA Inspector and JAA Contracting Officer.
- G. The Respondent will comply with all provision of the Contract, and will not commence any additional work without submitting a written estimate of charges to the designated JAA Inspector. All charges over this estimate must be pre-approved in writing by JAA Inspector, or payment will only be made for only the original estimated amount.
- H. The Respondent will have a competent Respondent's Representative on the job at all times when services are being performed with full authority from the Respondent and who is satisfactory to JAA.
- I. 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 D** for JAA form "Application and Certification Official Signature," which contains details on the issuance, replacement, wearing of security badges, as well as listing the disqualifying crimes for which an employee of the Respondent may not be issued a security badge. Any employee of the Respondent found by JAA to have been issued a security badge in violation of FAA guidelines will be required to immediately surrender their badge and be removed from JAA property.
- J. All personnel employed by the Respondent will be competent, trustworthy and properly trained. The Respondent and its employees will be required to comply with all the applicable regulations of JAA. JAA will require the Respondent to remove from JAA property all employees deemed careless, incompetent, or otherwise objectionable and/or detrimental to JAA interests. All personnel assigned to JAA must understand and clearly speak English.

Any vehicles used by Respondent employees will have the company name clearly visible with a sign on the side or with an easily readable placard or sign in the front window and will only be parked in designated parking areas. All items brought into the JAX Terminal or moved into security zones must be cleared through the applicable security control checkpoints.

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

2.07 WARRANTY – MINIMUM REQUIREMENTS

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

2.08 RESPONSIBILITIES OF THE JAA

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

2.09 COMPENSATION

Compensation will be paid in accordance with the Respondent's quotation price submitted on the 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 (20 days net for certified small businesses) 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 E**. JAA will make every effort to secure the information obtained through this initiative in accordance with Florida Law, under which banking information and account numbers are currently considered confidential and exempt from public record.

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

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

2.11 PERMITS AND LICENSES

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

2.12 JAA'S RIGHT TO TERMINATE THE RESULTING CONTRACT

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

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

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

Termination of the Contract in accordance with its agreed termination provisions will not give rise to any claims of improper termination, termination in bad faith, or the like or to the payment of any compensation, recoupment of expenditures made by Respondent pursuant to the Contract, or the like predicted in such termination.

The Contract is always subject to availability of budgeted funds.

2.13 ASSIGNMENT

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

2.14 SUBCONTRACTORS

If Subcontractors are to be used, the Respondent will, as soon as practicable after signing the Contract, notify JAA in writing the names, address and contact information of Subcontractors proposed for the work. Subcontractors will not be employed unless and until they are approved by JAA. The Respondent is as fully responsible to JAA for the acts and omissions of its Subcontractors and of persons either directly or indirectly

employed by them, as he is for the acts and omissions of persons directly employed by him. It is the responsibility of the Respondent to ensure that Subcontractors comply with all terms and conditions of this Contract. Nothing contained in the Contract documents creates any contractual relationship between the Subcontractors and JAA. JAA requires that all Subcontractors enter into a formal Contract with the prime Respondent that clearly lists all of the agreed upon conditions. The Respondent shall furnish proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

2.15 PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

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

2.16 SAFETY STANDARDS

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

2.17 CHANGES IN PERSONNEL

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

2.18 NO INDIVIDUAL LIABILITY

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

2.19 ARTICLE/SECTION HEADING

The article and section headings contained in this 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.

2.20 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the Contract, the provisions of JAA's ITB Number 19-01-45123 and Respondent's Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) the Contract; 2) this ITB; 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 ITB'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 ITB will become the property of JAA and will not be returned to the Respondents. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of JAA.

2.25 TIME REQUIREMENT

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

2.26 DAMAGES

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

(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 at Craig Airport, serving corporate and general aviation; Herlong Recreational Airport, serving the recreational and sport flyer; and Cecil Airport, ideally suited for major aircraft maintenance, repair and overhaul.

As the owner and operator, JAA is soliciting sealed bids for miscellaneous small construction, general repair and maintenance services for individual project up to a maximum of \$150,000.00 per project, not to exceed \$500,000.00 per year, per craft. All projects over \$25,000.00 must be approved by JAA's Executive Management before the issuance of notice to proceed. The resulting Contract will be a requirements contract, under which JAA does not guarantee Respondent will perform any services or projects. Requests for quotes and services under this Contract will only be made when JAA identifies a need. JAA reserves the right to amend, revise or modify the referenced per project and per year maximum and/or not to exceed amounts.

JAA has determined that each Respondent may bid on multiple crafts listed in the scope of services. JAA reserves the right to select up to three (3) companies to provide services for each craft. Once JAA has a project for the selected craft, the three (3) companies under contract will be contacted to review the project scope of services and provide a firm fixed material cost plus contracted labor rates as specified under contract.

3.02 SCOPE OF SERVICES – MINIMUM REQUIREMENTS

The crafts/services described below will be all inclusive and will be performed by the Respondent that is licensed and/or certified in that craft.

A. **Electrical Repair and Replacement Projects.** Services to include but are not limited to the following:

1. Installation of office lighting to include regular, LED and fluorescent bulbs
2. Installation of duplex outlets
3. Parking lot lighting, High Pressure Sodium (HID)
4. Outlets
5. Transformers
6. Panels
7. Junction Box
8. Underground conduit Installation
9. UPS and Generator Installation
10. Grounding

B. **Low Voltage – Data Cable Projects.** Services to include but are not limited to the following:

1. Fiber Optic Cabling (systems)
2. Category 5 and 6 Cabling (systems)
3. Outside plant cable (OSP)
4. Coaxial Cable
5. Installation, troubleshoot, termination and testing of all cabling systems as mentioned above
6. Installation of data drops (add, moves and changes)
7. Analog phone lines (elevator phones, fax and printer lines)
8. Meter and Panel Relocating

C. **Roof and Gutter Projects.** New Construction, Repair and Replacement Services to include but are not limited to the following:

1. Flat Roof
2. Metal Roof
3. Rock Roof

4. Modified Roof
5. Rubber Roof
6. Gutters repair, replace and clean out
7. Roof Coating
8. Waterproofing

D. **Signs.** Design, New Construction, Repair and Replacement Services to include but are not limited to the following:

1. Repairs
2. Demolition and Replacement
3. Installation and Mounting
4. Lighting, Installation and Replacement
5. Electrical Connection

3.03 HOURS OF SERVICE AND OVERTIME

Respondent shall provide services when requested by JAA as stated below.

Regular Hours: 7:00 AM to 5:00 PM (local time), Monday through Friday

Overtime Hours (after 5:00 PM): 5:01 PM to 6:59 AM (local time), Monday through Friday, and all hours Saturday and Sunday, including Holidays.

3.04 HOLIDAYS

Holidays are defined as: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas.

3.05 HOURLY RATES

Hourly rates start and end at the time the Respondent's technician arrives on site and departs from site.

3.06 STANDARD RESPONSE TIME FOR SERVICES

- A. If JAA requests regular service between 7:00 AM and 1:00 PM (local time), the Contractor must respond to the job site within four (4) hours but no later than 5:00 PM (local time) the same day. If JAA requests regular service between 1:01 PM and 5:00 PM (local time), the Contractor must respond to the job site the next business day.
- B. The Contractor's representative must notify the JAA Contract Administrator or designee upon any arrival and departure to the job site.

If Contractor fails to respond within the specified response time, JAA reserves the right to obtain services from another company.

3.07 EMERGENCY RESPONSE TIME AND SERVICES

JAA Contract Administrator or designee will notify the Contractor and provide authorization for all emergency services to be performed. The requirements for all emergency services are:

- A. JAA Contract Administrator or designee may request emergency services 24/7, including holidays.
- B. The Contractor's emergency response time starts from the time of the initial call from JAA Contract Administrator or designee to the Contractor's arrival on the job site, which shall not exceed two (2) hours. If the Contractor cannot arrive to the job site within two (2) hours, the Contractor must notify the JAA Contract Administrator or designee with the estimated arrival time. The Contractor's call back response time to the JAA Contract Administrator or designee shall not exceed 15 minutes. The Contractor must provide JAA the service technician(s) name and estimated time of arrival to the site.

- C. The Contractor's representative must notify the JAA Contract Administrator or designee upon any arrival and departure to the job site.

3.08 MATERIALS, PARTS AND MARKUP

At the time the Contractor's representative is preparing an RFQ, a required materials and parts list will be given to the JAA Contract Administrator or designee for review and approval. The JAA Contract Administrator or designee will advise the Contractor what materials and parts will be furnished by JAA. The JAA Contract Administrator or designee must provide prior written authorization to the Contractor for all materials and parts furnished by the Contractor. Failure of the Contractor to obtain prior written authorization may result in the Contractor not being reimbursed for such materials and parts.

The markup will be calculated on an add-on method. For example, the cost of material plus the markup percentage will be the total cost charged to JAA. The markup percentage shall not exceed 10%.

3.09 EQUIPMENT RENTAL

JAA Contract Administrator or designee must provide prior written authorization to the Contractor for all equipment rentals. No markup will be allowed on equipment rental. Failure of the Contractor to obtain prior written authorization may result in the Contractor not being reimbursed for such rentals.

JAA reserves the right to either provide JAA equipment or obtain the equipment itself.

3.10 RIGHT TO MAKE REPAIRS

JAA reserves the right to provide material and make repairs for the services at issue by JAA personnel and other Contractors at its sole discretion.

3.11 CONTRACT

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

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

3.12 PERFORMANCE MEETINGS

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

3.13 PERFORMANCE STANDARDS

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

- a. **Cleanliness of Area(s)** – The Contractor's failure to maintain a clean work area, shall be subject to a deduction of \$250 per violation, per occurrence.
- b. **Service Level Expectations** – To a callback for the same service request within seven (7) days shall be subject to a deduction of \$250 per violation, per occurrence.

ARTICLE IV– BID FORM

Respondent's Name: _____

(Page 1 of 2)

CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED

RESPONDENT SHALL SUBMIT ONE (1) ORIGINAL COPY (CLEARLY MARKED "ORIGINAL"), ONE (1) USB FLASH DRIVE OR COMPACT DISK ("CD") AND 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 ITB and submits all information requested. In order for JAA to consider the qualifications of Respondents for this Project, each Respondent must acknowledge on company letterhead and provide written documentation that it meets the following Mandatory Minimum Qualifications:

A. Submit documentation that Respondent has a minimum of five (5) years' experience in providing services for the respective craft, which experience must be immediately prior to the date of the Bid Opening. **(MANDATORY, PASS OR FAIL)**

B. Submit copies of all applicable licenses and certifications required to perform the craft, which includes, but is not limited to City of Jacksonville and State of Florida licenses. If submitting on multiple crafts, Respondent must submit licenses and certifications for each craft. **(MANDATORY, PASS OR FAIL)**

C. **References**

Submit five (5) references for which Respondent has completed projects for the services at issue within the past five (5) years. Respondent's submitting on multiple crafts, shall submit three (3) references per craft. References should be submitted on the Reference Questionnaire, **Exhibit A**.

D. Submit Bidder Questionnaire, **Exhibit B**. A Bidder Questionnaire must be submitted for each craft in which the Respondent is submitting a bid.

E. Submit Bid Pricing Form, **Exhibit G**

F. Submit Conflict of Interest Certificate, **Exhibit C**

G. Addendum Acknowledgement, if applicable

Acknowledgment of the following Addenda is hereby made:

Addenda No. _____ Date: _____ Respondent's Initial: _____

H. Drug-Free Workplace Program Certification:

a. _____ Yes, we have a Drug-Free Workplace Program

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

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

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

Respondent's Initial: _____

ARTICLE IV– BID FORM

Respondent's Name: _____

(Page 2 of 2)

K. Acknowledgement of ACH Payment acceptance is hereby made:

Respondent's Initial: _____

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

Respondent's Initial: _____

M. 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.

N. **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.

O. 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 Partnership Individual

Federal Identification Number: _____

Remittance Address: _____

Telephone Number: _____ Fax Number: _____

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

EXHIBIT A

REFERENCE QUESTIONNAIRE
SMALL CONSTRUCTION, GENERAL REPAIR AND MAINTENANCE SERVICES

(Page 1 of 2)

Respondent'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 Respondent to your organization.

2. Please rate your overall satisfaction with the Respondent 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 Respondent have done to improve their rating?

4. Please indicate your level of satisfaction with the Respondent's manager/supervisor and staff assigned to clean your facility on 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 Respondent have done to improve their rating?

EXHIBIT A

REFERENCE QUESTIONNAIRE
SMALL CONSTRUCTION, GENERAL REPAIR AND MAINTENANCE SERVICES

Continued

(Page 2 of 2)

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

6. How long were services provided? If the services currently being provided, when did Respondent begin providing services?

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

8. Additional Comments or Feedback:

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

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

Person Responding to Reference Questionnaire: _____
(Printed Name)

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

Person's Title: _____ Phone Number: _____

Email: _____

Date Reference Form Was Completed: _____

EXHIBIT B

SMALL CONSTRUCTION, GENERAL REPAIR AND MAINTENANCE SERVICES

BIDDERS QUESTIONNAIRE

Respondent Name: _____ (Page 1 of 3)

The following information is required in connection with your bid under Contract ITB No. 19-0145123, Small Construction and General Repair and Maintenance Services. Respondents are limited to bidding on three (3) crafts. A Bidders Questionnaire must be submitted for each craft in which a bid is submitted.

1. Check the applicable craft name in which you are completing this form:

- 1. Electrical Repair and Replacement Services _____
- 2. Low Voltage – Data Cable Services _____
- 3. Roof and Gutter Services _____
- 4. Signs _____

2. Type of Firm:

- ___ Corporation Years in Business: _____
- ___ Partnership Years in Business: _____
- ___ Sole Proprietorship Years in Business: _____

3. Officers, Partners or Owners and Construction Experience:

Name and Title	Years Experience in Classification of Work Listed
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. Number of Personnel in Organization:

Administrative: _____ Engineering: _____ Office: _____ Shop: _____ Field: _____

5. Typical Contracts Completed During Last Five (5) Years:
(JAA Projects May Not be Listed)

<u>Year</u>	<u>Name of Project</u>	<u>Project Manager</u>	<u>Contract Amount</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

EXHIBIT B

SMALL CONSTRUCTION, GENERAL REPAIR AND MAINTENANCE SERVICES

BIDDERS QUESTIONNAIRE

Respondent Name: _____ (Page 2 of 3)

6. Average Annual Billing for Last Five (5) Years: \$ _____

7. Total Work in Progress and Under Contract: \$ _____

8. List Major Work Under Contract:

<u>% Complete</u>	<u>Name of Project</u>	<u>Project Manager</u>	<u>Contract Amount</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

9. List Current Projects on Which Your Firm is the Candidate for Contract Award:

10. *Other Information about Projects:

- a. Have you at any time failed to complete a contract? __Yes __No
- b. Are there any judgments, claims and suits pending or outstanding against you?
____ Yes ____ No
- c. List all lawsuits that have been filed by or against your firm due to construction contracts in the last five (5) years.

*** If the answer to either question is yes, submit details on separate sheet, include an answer to all of the above.**

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EXHIBIT B

SMALL CONSTRUCTION, GENERAL REPAIR AND MAINTENANCE SERVICES

BIDDERS QUESTIONNAIRE

Respondent Name: _____ (Page 3 of 3)

11. Name of official or employee proposed to be assigned to the work at all times during projects with full authority to act for you as required by the scope of services of this contract:

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Pursuant to information for prospective respondents/bidders for above-mentioned proposed project, the undersigned is submitting the information as required for your use to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made.

Name of Organization: _____ Date: _____

Print Name: _____

Signature: _____ Title: _____

Attested Print Name: _____

Signature: _____ Title: _____

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

EXHIBIT C

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

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, Jacksonville, FL 32218 prior to the time of bid 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 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 D

SECURITY REGULATION PACKET

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

EXHIBIT E

ACH FORM

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EXHIBIT F
C O N T R A C T
B E T W E E N
JACKSONVILLE AVIATION AUTHORITY
AND
XX

THIS CONTRACT, is executed this XX day of XX, 20XX by and between JACKSONVILLE AVIATION AUTHORITY, (JAA or AUTHORITY), and XX (“CONTRACTOR”) with its principal office located at XX.

WITNESSETH

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

1. JAA issued an Invitation To Bid (ITB) No. 19-01-45123 in order to procure a firm licensed, qualified and interested in providing Small Construction, General Repair and Maintenance Services.
2. Contractor submitted its proposal to JAA representing that is capable of providing the necessary services as required by the ITB.
3. Contractor has been selected by JAA as the most qualified to provide the requested service.
4. JAA hereby engages Contractor for the potential performance of the services set forth in the Scope of Services, for which services Contractor will submit quotes and related documents for JAA's review, approval and acceptance on a project-by-project basis. Contractor will not begin or provide any of the services contemplated under this Contract until such time as it receives a written approval and notice to proceed from JAA. This Contract is a requirements contract, under which JAA does not guarantee Contractor will perform any services or projects. Requests for quotes and services under this Contract will only be made when JAA identifies a need. The services shall be done strictly in accordance with this Contract, the ITB, and all addendums to the ITB (incorporated by reference) and Company's proposal (incorporated by reference), (collectively, the “Contract Documents”), and, with respect to non-discriminatory laws, statutes and authorities, the Parties incorporate the attached **Appendix “A.”** All of the documents referenced herein are hereby specifically made a part hereof to the same extent as if fully set forth herein.
5. The term of this Contract shall commence on XX, 20XX, and terminate on XX, 20XX, with an option to renew for up to two additional years at the sole discretion of JAA and based on vendor performance, annual approved budgeted funds and adherence to all terms and conditions of the Contract Documents.

6. This is a requirements contract under which Contractor will not perform any work until such time as JAA identifies a need and requests and approves in writing a proposal from Contractor for the same. For any and all projects on which Contractor submits a proposal and receives written notice/approval from JAA to proceed with the same, Contractor shall be compensated as set forth herein and pursuant to the specific project scope of services and Contractor's proposed rates, as may be negotiated between and mutual agreed upon by the Parties. The parties have agreed to the following annual compensation schedule:

CONTRACT TERM	CONTRACT AMOUNT

7. Nothing in this Contract shall be construed as making Contractor an employee, servant or agent of JAA. Contractor shall pursue the Scope of Services under this Contract as an independent contractor, and shall be solely responsible for the method, manner and means to be utilized in performing the Scope of Service, including but not limited to the supervision and compensation of its own personnel.

8. This Contract may be terminated for convenience by the Authority whenever the Authority determines that such termination is in the best interest of the Authority. Such termination will be effected by a 30 day written notice to the Contractor stating the date upon which the termination shall become effective.

9. Unsatisfactory performance by the Contractor may result in immediate cancellation of this Contract.

10. Termination of this Contract in accordance with its agreed termination provisions will not give rise to any claims of improper termination, termination in bad faith, or the like or to the payment of any compensation, recoupment of expenditures made by Contractor pursuant to this Agreement, or the like predicted in such termination. This Contract is always subject to availability of budgeted funds.

11. The Authority may give the Contractor written notice that there is a material breach of the contract or a written notice to discontinue some or all services under the Contract in the event that:

- a) The Contractor assigns or subcontracts the Scope of Services without prior written permission;
- b) Any petition is filed or any proceeding is commenced by or against the Contractor for relief under any

bankruptcy or insolvency laws;

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

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

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

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

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

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

For the Contractor: XX
XX
XX
Attn: XX

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SIGNATURE LINES FOLLOW

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

Attest: JACKSONVILLE AVIATION AUTHORITY

Devin J. Reed
Director of Procurement

Steve Grossman, CEO, or
His Designee

(Designee's Name and Title, if applicable)

Attest: XX

Signature

Signature

Print Name

Print Name

Title

Title

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

Debra A. Braga, Chief Legal Officer

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APPENDIX "A"

REQUIRED TITLE VI PROVISIONS FOR CONTRACTORS:

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

discrimination on the basis of race, color, national origin, and sex);

- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. **Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.**: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the above-referenced statute and regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work required under this Agreement, to be performed under a subcontract, which also includes procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, creed, color, national origin, sex, age, or disability. Contractor will incorporate this Agreement (the Prime Contract) into its subcontract agreements, such that its subcontractors are obligated to Contractor to the same extent Contractor is obligated to JAA under the Prime Contract. However, nothing contained in the Prime Contract creates any contractual relationship between Subcontractor and JAA. Contractor's subcontract agreements shall require its subcontractors to generally agree to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended, as well as those non-discrimination statutes and authorities listed in Paragraph 3, above. For purposes of compliance with this section, Contractor shall furnish documented proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with the above.

6. **Occupational Safety and Health Act of 1970 – 20 CFR Part 1910:** All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its sub-Contractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

7. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where

any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to JAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

8. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, JAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) Withholding payments to the Contractor under the contract until the Contractor complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in part.

9. **Incorporation of Provisions:** The Contractor will: (i) include the above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto; and (ii) take action with respect to any subcontract or procurement as JAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request JAA to enter into any litigation to protect the interests of JAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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EXHIBIT G
BID PRICING FORM

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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.

Comments: _____

Name of Firm: _____

Signature: _____

Printed Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____