

# JAA SOLICITATION



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Jacksonville Executive Airport

**REQUEST FOR QUALIFICATIONS (RFQ) No.: 19-09-42001**

***CONSTRUCTION SERVICES FOR  
THE CECIL AIRPORT AIR TRAFFIC CONTROL TOWER***

**JACKSONVILLE, FL**

**Assigned Buyer: Samantha Smid  
Procurement Director: Devin Reed**

**JAA : Department of Procurement : 14201 Pecan Park Road, Jax. FL 32218 : 904.741.3209  
Email: [samantha.smid@flyjacksonville.com](mailto:samantha.smid@flyjacksonville.com)**

## **REQUEST FOR QUALIFICATIONS**

**RFQ No. 19-09-42001**

**for**

### **CONSTRUCTION SERVICES FOR THE CECIL AIRPORT AIR TRAFFIC CONTROL TOWER**

#### **JACKSONVILLE AVIATION AUTHORITY**

Statements of Qualifications will be received by the Jacksonville Aviation Authority (JAA or the Authority) until December 11, 2018 at 2:00 PM (local time) from firms to perform Construction Services of the Cecil Airport Air Traffic Control Tower. These services shall be rendered in full compliance with the administrative and technical requirements of the Federal Aviation Administration, the Consultant's Competitive Negotiation Act (CCNA) and the Florida Department of Transportation.

A pre-submission conference will be held November 20, 2018, at 10:00 AM (local time) in the Cecil Airport, 2<sup>nd</sup> Floor Conference Room, 13365 Simpson Way, Jacksonville, FL 32221.

All Proposals must be submitted in accordance with RFQ No. 19-09-42001, which may be obtained after 8:30 AM (local time) on November 13, 2018 from [www.flyjacksonville.com](http://www.flyjacksonville.com) (click on "Bid Opportunities").

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

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## **GENERAL INFORMATION**

Statements of Qualifications will be received by the Jacksonville Aviation Authority (JAA), Attn: Samantha Smid, 14201 Pecan Park Road, Jacksonville, Florida 32218 until 2:00 PM (local time) on **December 11<sup>th</sup>, 2018** to provide Construction Services of the Cecil Airport Air Traffic Control Tower. These services shall be rendered in full compliance with the administrative and technical requirements of the Federal Aviation Administration, the Consultant's Competitive Negotiation Act (CCNA) and the Florida Department of Transportation.

One (1) original copy (clearly marked "ORIGINAL"), five (5) copies (each clearly marked "COPY") and One (1) USB Flash Drive containing a copy of the complete original response in Adobe PDF format (including the Statement of Qualifications and all required supplemental material or attachments required herein) must be submitted in a sealed package. The package must be labeled to read: "RFQ 19-09-42001, Construction Services for the Cecil Airport ATCT, December 11th, 2018, 2:00 PM (local time)," and must be addressed and delivered to JAA, Attn: Procurement Department, 14201 Pecan Park Road, Jacksonville, FL 32218. JAA reserves the right to award this solicitation, in its sole discretion, to one or more Respondents. Following the selection of the qualified Respondent(s), an Invitation to Bid (IFB) will be distributed only to them. Award for this IFB will be made only to one (1) contractor that has been pre-qualified by JAA and is the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bid. In order to receive an Invitation to Bid, the construction firm must be pre-qualified based on the evaluation criteria contained herein.

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

A pre-submission conference will be held **November 20, 2018**, at 10:00 AM (local time) at Cecil Airport, 2<sup>nd</sup> Floor Conference Room, 13365 Simpson Way, Jacksonville, FL 32221, after which time all questions must be submitted in writing and addressed to the JAA Procurement Department, Attn: Samantha Smid, and may be transmitted via e-mail to [samantha.smid@flyjacksonville.com](mailto:samantha.smid@flyjacksonville.com) on or before **November 27, 2018** at 5:00 PM (local time).

Key project participants include the following:

1. PROJECT OWNER: Mark VanLoh, Executive Director/CEO
2. OWNER'S DIRECTOR OF PLANNING & DEVELOPMENT: Robert N. Molle, Director of Planning & Development
3. OWNER'S A/E CONSULTANT SERVICES CONTRACT MANAGER: Derek Powder, P.E., Senior Manager, Engineering & Construction

Prior to a contract award, the successful Respondent(s) shall provide proof of insurance acceptable to JAA for General Liability, Automobile Liability, Worker's Compensation and Employer's Liability for the scope of services contemplated by this solicitation.

## **INSTRUCTIONS TO RESPONDENTS**

### **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.

### **PUBLIC MEETING REQUIREMENTS**

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

### **RECEIPT AND OPENING OF STATEMENTS OF QUALIFICATIONS**

JAA will receive Statements of Qualifications for this solicitation until **December 11, 2018** at 2:00 PM (local time) for the purpose of selecting a company to provide construction services for the Cecil Airport Air Traffic Control Tower (the "Scope of Services"). The Statements of Qualifications will be publicly opened at JAA Administration Building, 14201 Pecan Park Road, Jacksonville, Florida at the previously mentioned time and date.

### **PUBLIC RECORDS REQUIREMENTS**

JAA is required to comply with Section 119.07 of the Florida Statutes. Depending on the type of project for which Statements of Qualifications are requested, the items read at the opening will vary. Sealed Statements of Qualifications 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 Statements of Qualifications, including exhibits, are subject to the Public Records Law, and a Respondent may not exclude any portion of the Proposal unless specifically exempted from disclosure by Florida Law. Exemption of financial statements applies only to required submittal for pre-qualification of Respondents on public works projects.

### **REQUESTS FOR 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 statement of qualification rejection and/or respondent debarment.

## **ADDENDUM – CHANGES WHILE BIDDING**

No interpretation of the meaning of any part of the RFQ 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 Procurement Department, Attn: Samantha Smid at [samantha.smid@flyjacksonville.com](mailto:samantha.smid@flyjacksonville.com) by **November 27, 2018, 5:00 PM** (local time).

All such interpretations and supplemental instructions will be in the form of a written Addenda to the RFQ documents, which, if issued, will be posted on the JAA website, [www.flyjacksonville.com](http://www.flyjacksonville.com). However, it is the responsibility of each Respondent, prior to submitting its Qualifications, to contact JAA Procurement Department at (904) 741-3209 to determine if any Addenda were issued and to make such Addenda a part of its Submittal. In case any Respondent fails to acknowledge receipt of any such Addenda in the space provided on the Submittal Form, its Submittal 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 RFQ Documents.

## **PREPARATION OF STATEMENT OF QUALIFICATIONS**

It is expected that all statements submitted shall be prepared in an 8-1/2" x 11" format and make minimum use of "off the shelf" pre-printed sheets that are not directly pertinent to the project. All submittals will be limited to 15 one-sided pages with no exceptions (cover letters, tabs, financial statements, etc. will not count toward the 15-page limit). The submittal must identify this RFQ on the cover by title and number.

If the Statement of Qualifications 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 Statement of Qualifications as principal. If the Statement of Qualifications 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 Statement of Qualifications is made by a corporation, the Statement of Qualifications 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 STATEMENT OF QUALIFICATIONS WILL CONSTITUTE A MATERIAL IRREGULARITY AND WILL RESULT IN THE REJECTION OF THE STATEMENT OF QUALIFICATIONS.** 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.

## **REJECTIONS OF IRREGULAR STATEMENTS OF QUALIFICATIONS**

JAA reserves the right to accept or reject any or all Statements of Qualifications in whole or in part. Subject to the exercise of JAA's discretion to waive minor irregularities, Statements of Qualifications 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.

## **CONFLICT OF INTEREST CERTIFICATE**

All Respondents must execute and submit the Conflict of Interest Certificate (**Appendix 2**) with its Statement of Qualifications.

## **PROTEST PROCEDURES**

Any Respondent adversely affected during this RFQ solicitation process may file a Notice of Protest, including all particulars of facts and law on which the protest is based. This notice must be in writing and addressed to the JAA, Attn: Procurement Director, 14201 Pecan Park Road, 2<sup>nd</sup> Floor, Jacksonville, FL

32218. A proper notice of protest may be timely filed in writing pursuant to JAA's Protest Procedures, access to which may be obtained by contacting the Procurement Buyer assigned to this solicitation or by visiting JAA's website at <http://www.flyjacksonville.com/PDFs/award-protest.pdf>.

### **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.

### **RESPONSIBILITY FOR BADGING AND SECURITY**

A Cecil Airport security badge will be required for certain project elements.

All JAA security rules and regulations will be provided to the Respondent in the Cecil Airport ATCT Bid Documents. In addition, 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.

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.

### **FEDERAL REQUIREMENTS**

The projects which are contracted for may be funded under the provisions of the Airport and Airway Safety Capacity Act of 1987. Certain mandatory federal requirements apply to this solicitation and will be made a part of any contract awarded:

- 1) Buy American Preference
- 2) Foreign Trade Restriction
- 3) Davis Bacon
- 4) Affirmative Action
- 5) Government-wide Debarment and Suspension
- 6) Government-wide Requirements for Drug-free Workplace

### **Civil Rights General.**

The contractor/consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure 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 the contractor/consultant and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**Title VI Solicitation Notice:**

The **JACKSONVILLE AVIATION AUTHORITY**, 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 the Regulations, hereby notifies all bidders/respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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## **SCOPE OF WORK**

Statement of Qualifications are being requested to allow qualified experienced general contractors an opportunity to be selected as a qualified contractor who may submit a bid on the upcoming Invitation for Bid "Cecil Airport Air Traffic Control Tower and Spaceport Shell," JAA Contract No. C-821.

JAA proposes to construct an Air Traffic Control Tower (ATCT) at Cecil Airport. The proposed ATCT will have a controller eye height of 107 feet AGL, representing a cab floor height of 102 feet AGL with an overall height (including antennae) of 135.5 feet AGL. The project consists of providing all labor, materials, and other means of construction necessary for a new air traffic control tower and spaceport shell. Construction includes grading, drainage improvements, utility installation, and sidewalk connection. The project also includes renovation of the General Aviation Terminal (Bldg 82) FAA Equipment Room, demolition of the existing Building 82 Air Traffic Control Cab and partial cab support tower, and new roof in the area of the existing tower.

Due to certain necessary operating characteristics of airfield operations, some of the work may be required to be carried out during overnight or weekend hours, and may require periods of mandatory continuous work efforts in order to minimize operational impacts. The bid documents shall include the anticipated phasing and work hour limits.

## **FORMAT FOR STATEMENT OF QUALIFICATIONS**

It is expected that all statements submitted shall be prepared in an 8-1/2" x 11" format and make minimum use of "off the shelf" pre-printed sheets that are not directly pertinent to the project. All submittals will be limited to 15 one-sided pages with no exceptions (cover letters, tabs, financial statements, etc. will not count toward the 15-page limit). The submittal must identify this RFQ on the cover by title and number.

The Statement of Qualifications shall be organized as follows:

### **SECTION 1: General Corporate Overview and Capabilities**

The Firm expressing a desire to provide the requested services shall present an overview of its structure. This information should include a description of the overall corporate organization and the relation of the office proposing the work to the overall organization. This information should also identify qualifications in terms of general corporate experience, general workload of the firm and experience in projects of similar size and scope.

Firms shall describe those particular capabilities of the firm that will facilitate accomplishment of the assignment, especially those capabilities relating to aviation in general and Air Traffic Control Towers in particular. The Respondent shall identify items of originality or specific capability that would promote the orderly progression and successful completion of the project.

### **SECTION 2: Project Experience**

Provide the following background information on projects of similar size and complexity to this Project (ATCT projects preferred). The projects should include the Respondent's capability to perform the work based on the following:

- a. Experience and success with projects completed on an active airfield (within the last 5 years);
- b. Experience and success with projects of similar size and complexity (within the last 5 years);
- c. Experience and success with air traffic control tower (FAA or contract tower) projects (within the last 10 years);
- d. Experience and success with projects requiring coordination with the Federal Aviation Administration (FAA) (within the last 5 years);
- e. Experience and success with site cast concrete for buildings/structures four (4) stories or taller

(within the last 5 years);

- f. Construction experience with state or local governmental bodies within the United States and the State of Florida (within the last 5 years);
- g. Timely completion of contract(s).
- h. Any claim, suits, judgements or failure to complete work awarded.

The project listing should include the following:

A. Project Background Information

- a. Project Name
- b. Project Owner
- c. Project Location

B. Project Description – Briefly describe the project.

- a. Emphasis should be placed on how the scope of work compares to the ATCT project.
- b. Additional information describing unusual circumstances or innovations used to complete the project shall be included.

C. Key Personnel - List the key personnel in your firm who were assigned to the project and their position

D. Contract Dates

- a. Date of Notice to Proceed
- b. Date of Substantial Completion
- c. Date of Final Completion

E. Contract Times

- a. Original Contract Time (Days)
- b. Final Contract Time (Days)
- c. Delay or Liquidated Damages/Claims Made by the Owner

F. Contract Amount

- a. Original Contract Amount
- b. Final Contract Amount

G. Claims

- a. List each claim made by the Contractor, sub-contractor or the Owner including a brief description of the claim and dollar amounts. If none, state "None".

H. Disadvantage Business Enterprise (DBE) Information

- a. DBE participation committed amount at the time of bid (in dollars and %)
- b. DBE participation amount at final contract (in dollars and %)

I. Work Self-Performed

- a. Briefly list the work or trades that were performed by your own forces, and indicate the percentage or work performed with your own forces with respect to the contract amount.

**SECTION 3: Project Organization and Staffing**

Provide an organizational chart of key individuals that would be assigned to this Project, if awarded. Key individuals must have previous work experience on projects similar in size and complexity of this Project. The relationship between individuals should be clearly indicated.

This section should also contain a resume of key individuals of the proposed project team whose contribution is considered by the Respondent as essential to the successful completion of the assignment. Respondents are cautioned to include only those individuals that would make a significant contribution to the project if the firm is selected.

**SECTION 4: Legal Actions**

If applicable, provide information on all pending or past legal actions within the past ten (10) years for the Respondent. If no legal actions, provide a statement signed by an authorized company representative.

**SECTION 5: References**

This section requires the Respondent to list all projects accomplished over the last five (5) years generally comparable in size and scope to the projects and services contemplated herein.

This listing should include the project owner, project name and general description, name of the Respondent's Project Manager, description of services provided, and name and telephone number of a contact that would allow verification of satisfactory performance. References that validate the skills of the proposed Project Manager are particularly important.

Respondents should include pertinent letters of reference, if available.

**SECTION 6. Licensing / Bonding / Insurance Coverage**

Attach copies of current Florida Contractors Licenses.

Respondents must submit proof of a current available single project bonding capacity of at least ten million dollars (\$10,000,000), from its bonding company, not the agent.

Provide information regarding your insurance coverages. List applicable coverages and underwriting agents (including authorization to provide coverage in the State of Florida). Review **Appendix 1** for anticipated insurance requirements.

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## EVALUATION OF SUBMITTALS

Upon receipt of submittals, JAA will conduct a review to assure that each submittal is generally responsive to the published criteria. Submittals deemed non-responsive will be returned to the Respondent with a brief explanation of the reason for the rejection.

Following this screening, an Evaluation Committee will convene. The Committee will evaluate and rank each submittal based on the information requested in Sections 1 through 6 of the FORMAT FOR STATEMENT OF QUALIFICATIONS. The points available for each Section are as follows:

<b>SECTION 1: <u>General Corporate Overview and Capabilities</u></b>	<b>20-Points Max</b>
<b>SECTION 2: <u>Project Experience</u></b>	<b>30-Points Max</b>
<b>SECTION 3: <u>Project Organization and Staffing</u></b>	<b>25-Points Max</b>
<b>SECTION 4: <u>Legal Actions</u></b>	<b>15-Points Max</b>
<b>SECTION 5: <u>References</u></b>	<b>10-Points Max</b>
<b>SECTION 6: <u>Licensing / Bonding / Insurance Coverage</u></b>	<b><u>Pass/Fail</u></b>
<b>Total:</b>	<b>100-Points Max</b>

The JAA reserves the right to reject any and all submissions to the RFQ, request clarification, and waive informalities/technicalities, if deemed in its the best interest. JAA assumes no responsibility for costs incurred in responding to the RFQ.

In order to be considered a qualified respondent, a minimum overall score of 80 total points out of the 100 point maximum points must be obtained. In addition to meeting the minimum overall score, a minimum score is required for Section 2 and Section 3.

Minimum Score for Section 2 – 25 Points  
Minimum Score for Section 3 – 20 Points

Following the selection of the qualified Respondent(s), an Invitation to Bid will be distributed to the qualified Respondent(s). Award for the IFB will be made only to one (1) contractor that has been pre-qualified by JAA and is the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bid. In order to receive an Invitation to Bid, the construction firm must be pre-qualified as part of the Request for Qualifications.

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## **CONSTRUCTION SERVICES SELECTION SCHEDULE**

One (1) original copy (clearly marked "ORIGINAL"), five (5) copies (each clearly marked "COPY") and One (1) USB Flash Drive containing a copy of the complete original response in Adobe PDF format (including the Statement of Qualifications and all required supplemental material or attachments required herein) must be submitted in a sealed package. The package must be labeled to read: "RFQ 19-09-42001, Construction Services of the Cecil ATCT, December 11th, 2018, 2:00 PM (local time)," and must be addressed and delivered to JAA, Attn: Procurement Department, 14201 Pecan Park Road, Jacksonville, FL 32218.

The anticipated schedule for this solicitation is as follows:

Pre-submittal Conference:	November 20, 2018 at 10:00 AM (local time)
Deadline for Respondent Questions:	November 27, 2018 at 5:00 PM (local time)
Statements of Qualifications Due:	December 11, 2018 at 2:00 PM (local time)
Evaluation Committee Meeting:	To Be Determined
List of Qualified Contractors:	To Be Determined
Invitation for Bid to Qualified Contractors:	To Be Determined

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## APPENDIX 1

### INDEMNIFICATION AND INSURANCE

#### **INDEMNIFICATION**

Any Contract resulting from RFQ No. 19-09-42001 will include the following provisions:

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

#### **INSURANCE**

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

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

**Business Automobile Liability:** Respondent agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 (non-AOA access) Each Occurrence. Respondent further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Respondent does not own automobiles, Respondent agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. In the event the Respondent requires AOA access, then the Business Automobile Liability Limit will be not less than \$5,000,000. **Business Automobile Liability is required for RFQ No. 19-09-42001**

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

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

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

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

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

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

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

## APPENDIX 2

### CONFLICT OF INTEREST CERTIFICATE

Respondent must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this proposal.

#### SECTION I

I hereby certify that no official or employee of JAA requiring the goods or services described in these specifications has any financial interest in this company.

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
City, State, Zip Code

#### SECTION II

I hereby certify that the following named JAA official(s) and/or employees(s) has a financial interest(s) in this company have filed Conflict of Interest Statements with JAA Executive Director's / CEO Office, 14201 Pecan Park Road South, Jacksonville, FL 32218 prior to the time of proposal opening.

Name

Title or Position

Date of Filing

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
City, State, Zip Code

#### SECTION III

##### PUBLIC OFFICIAL DISCLOSURE

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

Public Official: \_\_\_\_\_

Position Held: \_\_\_\_\_

Position/Relationship with Respondent: \_\_\_\_\_



**APPENDIX 3**

**SAMPLE AGREEMENT**

**BY SUBMITTING A STATEMENT OF QUALIFICATIONS, YOU ARE ACKNOWLEDGING  
ACCEPTANCE OF THE AGREEMENT FORM**

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

## APPENDIX 4

### TITLE VI COMMITMENTS AND ACKNOWLEDGEMENTS:

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.

**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