

# JAA SOLICITATION



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



**REQUEST FOR PROPOSALS (RFP) No.: 19-04-43101**

***CONCESSIONS CONSULTING SERVICES  
FOR THE JACKSONVILLE AVIATION AUTHORITY***

**JAX – JACKSONVILLE, FL**

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

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

**REQUEST FOR PROPOSALS**  
**Proposal Number: 19-04-43101**

**Concessions Consulting Services**  
**for the**  
**JACKSONVILLE AVIATION AUTHORITY**

Proposals will be received by the Jacksonville Aviation Authority (JAA) until 2:00 PM (local time), on January 3, 2019, at which time they will be opened at JAA's Administration Building, 14201 Pecan Park Road, Jacksonville, Florida, for the evaluation, selection and contract award for Concession Consulting Services at the Jacksonville International Airport (JAX).

Consistent with the administrative mandate set out by the United States Department of Transportation in the Code of Federal Regulations in Title 49 at the Code of Federal Regulation Part 26, a participation goal of 10% is established for this project.

A Pre-Proposal Meeting will be held at 10:00 AM (local time), December 3, 2018, at JAA's Administration Building, 14201 Pecan Park Road, Jacksonville, FL 32218.

All Proposals must be submitted in accordance with Request for Proposals No. 19-04-43101, which may be obtained after 8:30 AM (local time) on November 20, 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.

**TABLE OF CONTENTS**

GENERAL INFORMATION..... Page 2

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

ARTICLE II – GENERAL CONDITIONS ..... Page 9

ARTICLE III – SCOPE OF SERVICES ..... Page 17

ARTICLE IV – DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY.....Page 20

ARTICLE V – PROPOSAL FORM.....Page 24

EXHIBIT A – CONFLICT OF INTEREST CERTIFICATE ..... Page 29

EXHIBIT B – ACH AUTHORIZATION FORM ..... Page 30

EXHIBIT C – JAX CONCESSION PROGRAM DOCUMENTS..... Page 31

EXHIBIT D – JAA TRAVEL POLICY ..... Page 32

EXHIBIT E– CONTRACT ..... Page 33

EXHIBIT F – REFERENCE QUESTIONNAIRE ..... Page 40

EXHIBIT G – DBE FORMS 1 – 5 ..... Page 42

NO PROPOSAL FORM..... Page 47

## **GENERAL INFORMATION**

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

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

### **SUBMISSION OF PROPOSALS**

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

### **PUBLIC RECORDS REQUIREMENTS**

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

## **IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS, CONTACT JAA'S CUSTODIAN OF PUBLIC RECORDS:**

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

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

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

### **CONTACT WITH JAA STAFF**

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

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

## ARTICLE I – INSTRUCTIONS TO RESPONDENTS

### 1.01 RECEIPT AND OPENING OF PROPOSALS

JAA will receive Proposals for this solicitation until January 3, 2019 at 2:00 PM (local time) for the purpose of selecting a company to provide Concessions Consulting Services at the Jacksonville International Airport (the "Scope of Services"). The Proposals will be publicly opened at JAA Administration Building, 14201 Pecan Park Road, Jacksonville, Florida at the previously mentioned time and date.

### 1.02 DELIVERY OF PROPOSALS

**One (1) original copy (clearly marked "ORIGINAL"), four (4) copies (each clearly marked "COPY") and One (1) USB Flash Drive or Compact Disk ("CD")** containing a copy of the complete original response in Adobe PDF format (including the proposal and all required supplemental material listed on the Proposal Form) must be submitted in a sealed package. The package must be labeled to read: "RFP 19-04-43101, Concessions Consulting Services, January 3, 2019, 2:00 PM (local time)," and must be addressed and delivered to JAA, Attn: Procurement Department, 14201 Pecan Park Road, Jacksonville, FL 32218.

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

### 1.03 CONTRACT DOCUMENTS

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

### 1.04 EXAMINATION OF CONTRACT DOCUMENTS

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

### 1.05 OBLIGATION OF RESPONDENTS

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

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

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

No interpretation of the meaning of any part of the RFP or other Contract Documents, or corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Respondent orally. All requests for written interpretations or corrections **MUST** be submitted in writing and addressed to JAA's Procurement Department, Attn: Marilyn V. Fryar. Requests may be transmitted via email, [marilyn.fryar@flyjacksonville.com](mailto:marilyn.fryar@flyjacksonville.com), or US Mail, 14201 Pecan Park Road, Jacksonville, FL 32218. Each Respondent is fully responsible for ensuring that its requests for written interpretations or corrections is timely received, and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method, whether by Email, US Mail, public carrier or otherwise.

**All requests must be received no later than December 10, 2018 at 5:00 PM (local time) to be given any consideration.** All such interpretations and supplemental instructions will be in the form of a written Addendum to these solicitation documents, which, if issued, will be posted on the JAA website, [www.flyjacksonville.com](http://www.flyjacksonville.com). However, it is the responsibility of each Respondent, before submitting its Proposal, to contact JAA's Procurement Department at (904) 741-2352 to find out if any Addenda were issued and to make such Addenda a part of its Proposal. In case any Respondent fails to acknowledge receipt of any such Addenda in the space provided on the Proposal Form, its Proposal will nevertheless be construed as though Addenda has been received and acknowledged. Only the interpretation or correction so given by JAA's Procurement Department in writing will be binding and prospective Respondents are advised that no other source is authorized to give information concerning or to explain or interpret these solicitation Documents.

## **1.07 PREPARATION OF PROPOSAL**

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

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

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

## **1.08 WITHDRAWAL OF PROPOSAL**

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

## **1.09 MANDATORY RESPONDENT CRITERIA**

Respondents must meet the following mandatory requirements to be considered for the award of the contract. Respondents will address each mandatory requirement specifically in their Proposal. In order for JAA to consider the qualifications of Respondents for this Project, each Respondent must provide written documentation that it meets the following Mandatory Minimum Qualifications:

- A. Respondent shall have a minimum of five (5) years' experience in airport concession consulting services for both food/beverage and retail concession services immediately prior to proposal opening.

## **1.10 RESPONSIBLE RESPONDENT CRITERIA**

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

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

- A. Qualifications, Experience, Organization and Project Staffing (Maximum 30 points)
- B. Approach and Work Plan (Maximum 30 points)
- C. Proposed Fees, Fee Philosophy and Rate Schedule (Maximum 25 points)

Respondent shall submit proposed fees to provide the services outlined in this RFP. Notwithstanding the reservation mentioned above, JAA will review and negotiate fees for all consulting services with the awarded Consultant.

- D. Sample Work (Maximum 15 points)
- E. References (Maximum 5 points)

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

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

- F. Presentations, Optional (Maximum 20 Points)

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

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

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

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

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

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

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

Subject to the exercise of JAA's discretion to waive minor irregularities, proposals will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. JAA reserves the right to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent.

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

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

#### **1.14 PUBLIC ENTITY CRIME**

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



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

To help ensure that all Respondents are fully informed of the requirements for this solicitation, a Pre-Proposal Meeting will take place at the previously mentioned time, date and place. Respondents are encouraged to submit questions in advance of the meeting to JAA's Procurement Department, Attn: Marilyn V. Fryar. Requests may be transmitted via email, [marilyn.fryar@flyjacksonville.com](mailto:marilyn.fryar@flyjacksonville.com) or US Mail, 14201 Pecan Park Road, Jacksonville, FL 32218. Each Respondent is fully responsible for ensuring that its requests for written interpretations or corrections is timely received, and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method, whether by Email, US Mail, public carrier or otherwise.

**Respondents may request to attend the Pre-Proposal Meeting via teleconference. All requests to attend the Pre-Proposal Meeting via teleconference must be submitted to JAA Procurement Department via email, [marilyn.fryar@flyjacksonville.com](mailto:marilyn.fryar@flyjacksonville.com) or (904) 741-2352, no later than November 30, 2018, at 10:00 am (local time).**

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

### **1.16 LOCAL PREFERENCE PROGRAM – NOT APPLICABLE FOR RFP NO. 19-04-43101**

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 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

It is the policy of JAA to require the inclusion of firms owned and controlled by minorities and women in contract awards and projects whenever feasible. This policy is consistent with the administrative mandate set out by the United States Department of Transportation in the Code of Federal Regulations in Title 49 at the Code of Federal Regulation (CFR) Part 26 (see Article IV below).

**A PARTICIPATION GOAL OF 10% IS ESTABLISHED FOR THIS PROJECT.**

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

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

### **1.19 EVALUATION AND AWARD**

JAA reserves the right to accept or reject any or all Proposals in whole or in part. JAA will be under no obligation or duty to award the resulting Contract to the lowest proposed price and JAA reserves the right to award the resulting Contract to the lowest responsible Respondent submitting a responsive proposal which is most

advantageous and in the best interests of JAA. The JAA CEO has final approval authority for any resulting Contract.

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

#### **1.20 PUBLIC MEETING REQUIREMENTS**

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

#### **1.21 PROTEST PROCEDURES**

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

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

Within 10 business days after Notice of Award, the successful Respondent will furnish the required certificates of insurance and any other requirements and enter into a formal Agreement with JAA. Failure to execute the resulting Contract as provided in these documents within 10 business days after the date of Notice of Award will be just cause to rescind the award, unless such failure has been caused by JAA, which award may then be made to another Respondent or this solicitation may be re-advertised. The Respondent whose award JAA rescinded may be considered irresponsible if JAA elects to re-advertise this solicitation. No award will be binding upon JAA until the Contract contemplated herein has been fully executed.

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

## ARTICLE II – GENERAL CONDITIONS

### 2.01 DEFINITIONS

**AUTHORITY** – Jacksonville Aviation Authority

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

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

**CECIL** – Cecil Airport

**CONTRACT** – The Contract consists of the document labeled “Specifications for Concessions Consulting Services, RFP Number 19-04-43101”; Respondent’s Proposal; and any Addenda issued prior to and any Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

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

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

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

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

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

**DBE** – Disadvantage Business Enterprise.

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

**FAA** – Federal Aviation Administration.

**HERLONG** – Herlong Recreational Airport

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

**JAA** – Jacksonville Aviation Authority

**JAX** – Jacksonville International Airport

**JAXEX** – Jacksonville Executive at Craig Airport

**JSEB** – Jacksonville Small Emerging Business

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

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

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

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

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

**SBE** – Small Business Enterprise.

**TSA** – Transportation Security Administration.

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

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

## **2.03 RESULTING CONTRACT TERM**

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

## **2.04 INDEMNIFICATION**

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

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

## 2.05 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

## **2.06 RESPONSIBILITIES OF THE RESPONDENT**

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

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

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

## **2.07 WARRANTY – MINIMUM REQUIREMENTS**

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

## **2.08 RESPONSIBILITIES OF THE JAA**

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

## **2.09 COMPENSATION**

Compensation will be paid in accordance with the Respondent's quotation price submitted on the Proposal Form and accepted by JAA, subject to post quotation negotiations, value engineering, etc. The invoice, which must reference the purchase order number, should be mailed to JAA, Attn: Accounts Payable, 14201 Pecan Park Road, Jacksonville, FL 32218. Invoices may also be submitted via email to: [accountspayable@flyjacksonville.com](mailto:accountspayable@flyjacksonville.com). Invoices will be processed in accordance with normal JAA procedures,

which is **30 days net** after receipt of an approved invoice. JAA, at its sole discretion, may authorize advance payments, deposit or partial payments.

## **2.10 ACH PAYMENT PARTICIPATION ACKNOWLEDGEMENT**

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

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

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

## **2.11 PERMITS AND LICENSES**

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

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

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

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

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

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

The Contract is always subject to availability of budgeted funds.

## **2.13 ASSIGNMENT**

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

## **2.14 SUBCONTRACTORS**

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



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

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

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

## **2.16 SAFETY STANDARDS**

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

## **2.17 CHANGES IN PERSONNEL**

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

## **2.18 NO INDIVIDUAL LIABILITY**

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

## **2.19 ARTICLE/SECTION HEADING**

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

## **2.20 ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of the Contract, the provisions of JAA's RFP Number 19-04-43101 and Respondent's Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) the Contract; 2) JAA's RFP Number 19-04-43101, 3) Respondent's Proposal, and 4) the Purchase Order.

## **2.21 GOVERNING LAW AND VENUE**

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

## **2.22 NONWAIVER**

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

## **2.23 ENTIRE AGREEMENT**

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

## **2.24 PROPRIETARY INFORMATION**

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

## **2.25 TIME REQUIREMENT**

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

## **2.26 DAMAGES**

The 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

The JAA is seeking qualified proposals for Concessions Consulting Services at Jacksonville International Airport (the “Airport” or “JAX”) for the purpose of providing airport concession consulting services as outlined herein. The JAA Business Development team oversees Airport concession leasing consisting of approximately 43,000 Sq. Ft. of space for food/beverage, retail and passenger services at the airport (the “Concessions Program”).

The initial objective of the awarded Respondent (the “Consultant”) will be to assist with upcoming concessions development services related to the expiration of the Airport’s non-exclusive News/Gift and Specialty Retail Concessions agreement in 2019, consisting of eight (8) locations of totaling approximately 16,000 Sq. Ft. of storefront space (“2019 Concessions Opportunities” or “Project”). The Consultant will look at the Concessions Program holistically to ensure that the 2019 Concessions Opportunities meet the Airport’s current and future needs for food/beverage, retail and passenger services.

Subsequent objectives and projects may be assigned to the Consultant as needed during the duration of the term.

A summary of the JAX Concession Program, including lease summaries, concessions sales (last three (3) years) and enplanement data can be founded in **Exhibit C**.

**It is important to note that the awarded Respondent will not be allowed to submit a proposal or participate directly or indirectly with any firm that submits a proposal in response to any solicitations that result here from.**

### 3.02 SCOPE OF SERVICES

The primary tasks of the 2019 Concessions Opportunities includes:

#### Task 1. Program Recommendations and Business Terms

Recommended business terms for incorporating in 2019 Concessions Opportunities, include objectively analyzing the following:

- a. Concessions space allocation (highest and best use of space)
- b. Agreement locations, tenant adjacencies and packaging
- c. Length of term
- d. Minimum investment requirements
- e. Privileges and uses (required, permitted and prohibited uses)
- f. Pricing philosophy
- g. Mid-term refurbishment investment requirements
- h. Rent, including minimum guarantee, percentage rent, security fees, etc.
- i. Recent trends and considerations (in the industry)
- j. Best practices
- k. Industry innovations
- l. Utilization of Airport Concession Disadvantaged Business Enterprises or ACDBEs pursuant to Title 49 Code of Federal Regulations Part 23

## Task 2. RFP Development

Assist in the preparation of the 2019 Concessions Opportunities, including retail and food/beverage packages that result from the expiration of the News/Gift and Specialty Retail Concession Lease agreement in 2019. Also assist with crafting lease language, contract documents and exhibits as necessary

## Task 3. Solicitation and Award Process

Assist with outreach and pre-proposal meeting(s); composition of the evaluation panel(s); award process of 2019 Concessions Opportunities; preparation of official correspondence; and, presentations or attendance at JAA Board Meetings, if necessary.

## Anticipated Tasks

If extended terms are exercised, subsequent projects may include:

- a. Consultant may be requested to assist as a supportive resource with concessions planning for the development of Concourse B, including but not limited to: storefront space allocation, tenant support space, storage areas, advertising areas, food court configuration and facility enhancement integrated into concessions.
- b. In March 2022, the non-exclusive (prime) Food/Beverage Concession Lease Agreement for 14 locations totaling approximately 24,000 Sq. Ft. at the JAX will expire. As a result, the JAA may require concessions consulting services, on an as-needed basis, for that proceeding solicitation process.
- c. Consultant may be requested to participate in updates to JAA documents relating to tenant operations, including but not limited to: Master Plan, Rules and Regulations, Leasehold Development Standards, Tenant Guidelines for JIA Tenants, Project Design and Review documents, airport advertising program materials, rental car concessions services, concessions marketing services, passenger surveys, mystery shopper and pricing policy compliance.
- d. Other airport concessions related projects on an as-needed basis.

### **3.03 PROJECT TIMELINE**

The following tasks should be completed within the timeframes provided, following the mutual execution of the Contract:

Task 1, Program Recommendations and Business Terms – Should be completed within two (2) months.

Task 2, RFP Development – Should be completed within four (4) months

Task 3, Solicitation and Award Process – Should be completed within eight (8) months

It is anticipated that some of the tasks will be on-going and may require updates to the proposed business terms, financial projections, proposal materials, etc., which may require extension(s) to the above stated deadlines. Any such extension(s) must be documented by a written, mutually-executed amendment to the Contract.

### **3.04 EXPENSES AND TRAVEL**

Respondent shall adhere to JAA's Travel Expense and Travel Policy, **Exhibit D**, when conducting business on behalf of JAA. All requests for expense reimbursement shall be submitted with receipts and sufficient details so JAA can determine accuracy of the charges and compliance with JAA's Travel Policy.

Respondent shall receive **prior** written approval from the JAA CEO or designee for all travel, if applicable. The travel costs includes airplane fares, rental cars, hotels, meals and tips for required personnel.

### **3.04 CONTRACT**

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

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

### **3.05 PERFORMANCE MEETINGS**

The Respondent is required to attend quarterly performance meetings that will be held at a time and place to be designated by JAA. The intention of this meeting is to provide a forum for JAA and the Respondent to identify areas of concern so they can be resolved in a timely manner. JAA may elect to switch to monthly meeting during the term of the contract period.

### **3.06 PERFORMANCE STANDARDS – NOT APPLICABLE FOR RFP NO. 19-04-43101**

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

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

## **ARTICLE IV – DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY, GOALS CONDITIONS AND INSTRUCTIONS**

### **4.01 POLICY**

It is the official policy of the Jacksonville Aviation Authority (JAA) to recognize the authority and applicability of the United States Department of Transportation's Rules and Regulations governing Disadvantaged Business Enterprise participation. The JAA is also fully committed to the implementation of these rules and regulations through its approved DBE program.

Before the award of a Contract, the term Proposer will be used, and after the award of a Contract, the term Contractor will be used, to denote the Prime Contractor, which is the firm selected by the JAA to perform the services required under the Contract.

### **4.02 DBE OBLIGATION**

Proposers are required to make all efforts reasonably necessary to ensure that Disadvantaged Business Enterprises have a full and fair opportunity to compete for performance on this project. Proposers will not discriminate on the basis of race, color, ethnicity, national origin or gender in the award and performance of the work under this Contract.

### **4.03 CERTIFICATION and ELECTION OF STATUS**

Firms desiring to participate as a Disadvantaged Business Enterprise (DBE) on JAA projects or contracts must be duly certified by a member of the Florida Unified Certification Program (FUCP) and listed in the FUCP DBE Directory of firms, access to which may be obtained by visiting the following link: <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

Any DBE firm not duly certified by a FUCP certifying member by proposal closing date may not be used to meet the disadvantaged business participation requirements of the JAA.

### **4.04 ELIGIBILITY**

- A. To be considered eligible for a contract award, the Proposer must include with the proposal an original notarized copy of **DBE Form 1** showing:
1. Total percentage of DBE work or procurement that the Proposer intends to award;
  2. The identification of the DBE as a subcontractor, service organization, manufacturer, or supplier;

**IT IS THE SOLE RESPONSIBILITY OF THE PROPOSER TO VERIFY THAT A FIRM IS CURRENTLY CERTIFIED AND IS ELIGIBLE TO BE USED TO COMPLY WITH THE PARTICIPATION GOAL. RELIANCE BY THE PROPOSER ON REPRESENTATIONS OF A FIRM IS AT THE SOLE RISK OF THE PROPOSER.**

- B. Within 3 working days following the Bid Opening, the apparent low conforming bidder shall submit to the Owner, completed and signed:
1. DBE Form 2 (**CERTIFIED** DBE Participant Identification Affidavit);
  2. DBE Form 3 (**CERTIFIED** DBE Letter of Intent To Perform) for each firm listed in the Schedule of DBE Participation (DBE Form 1);
  3. Information and commitments presented on the latter forms will be consistent with DBE Form 1, as submitted with the proposal.
- C. In the event the Proposer is unable to obtain proposals from DBE subcontractors that equal or exceed the established participation percentage goal, please reference Appendix A of 49 CRF 26.53 which provides detailed guidance on submitting written documentary evidence that satisfies good faith effort criteria. Provide this evidence along with Form 4 (DBE Unavailability Certification).

The JAA may, if it deems advisable, request further information, explanation, or justification from any Proposer. Failure to provide the required information in the manner indicated will constitute an incomplete, unresponsive and ineligible proposal.

#### **4.05 COMPLIANCE and PENALTIES**

All Respondents, potential contractors, or subcontractors agree that failure to fully comply with ACDBE/DBE regulations will constitute a material breach of contract that may result in termination of the Contract and such other available legal remedies, such as any, all, or a combination of the following penalties:

- A. Temporary suspension or ineligibility from submitting a bid or proposal on JAA contracting opportunities;
- B. Withholding payments from the Respondent until JAA determines that the Respondent is in compliance;
- C. Debarment or exclusion from the award of any future JAA contracting opportunities until such time as the Respondent demonstrates to JAA that it will comply with the provisions of this part;
- D. Revocation of ACDBE/DBE certification and/or joint venture status, if applicable; and/or
- E. Sanctions permitted under the previously mentioned regulations, including but not limited to those set forth in 49 CFR Part 26.

#### **4.06 PARTICIPATION GOALS**

Submission of a proposal by a Proposer will constitute full acceptance of all DBE goals and conditions outlined in this proposal specification.

The attainment of the DBE Participation Goals must be measured as a percentage of the total dollar value of the Proposer's compensation during the Contract term, measured on an annual basis.

#### **A PARTICIPATION GOAL OF 10% IS ESTABLISHED FOR THIS PROJECT.**

Prime contractors should first verify if the **CERTIFIED** DBE firm intends to participate as either a prime or sub contractor, as discussed in Article 4.03. If a certified firm listed by a prime contractor on Form 1 is found violating Article 4.03, the prime contractor will be given an opportunity to substitute another certified firm within 48 hours of proposal opening.

#### **4.07 CONTRACT AWARD**

The JAA intends to award the Contract to the most responsible Proposer submitting a responsive Proposal that is most advantageous and in the best interests of the JAA, provided the Proposer has met the goals for DBE participation or, if failing to meet the goals, Proposer made an acceptable good faith effort to meet the DBE participation goals as established in Article 4.10, below. Proposers are advised that the JAA has sole authority to determine if any Proposer has made sufficient effort toward meeting DBE goals to qualify for a contract award. The JAA reserves the right to reject any or all proposals submitted.

#### **4.08 SUBCONTRACT CLAUSE**

All Proposers hereby agree to incorporate these DBE participation policy goals, conditions and instructions in all agreements that offer further subcontracting opportunities.

#### **4.09 POST AWARD REQUIREMENTS**

After the award of the Contract, failure by the successful Proposer to employ **CERTIFIED** DBE firms at a percentage level equal to or higher than stated on DBE Form 1, will constitute a contractual default and grounds for termination.

#### **4.10 EXCLUSIONARY AGREEMENTS**

Agreements between any Proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other Proposers are prohibited.

#### **4.11 SUBSTITUTIONS**

If the successful Proposer desires to make a substitution of a **CERTIFIED** DBE subcontractor during the term of the Contract, the Proposer must:

- A. Submit satisfactory written proof of "noncompliance" to the Administrator, Disadvantaged Business Enterprise Program. (The term "noncompliance" is defined as facts and circumstances that substantially demonstrate a material breach by the subcontractor of the contract or oral agreement between it and the successful Proposer).
- B. Not make any substitutions until all information submitted has been reviewed and approved by the Administrator, Disadvantaged Business Enterprise Program;
- C. Substitute a **CERTIFIED** DBE performing the same work as the subcontractor being replaced, and;
- D. Not contract for an amount lower than the amount submitted by the subcontractor who is being replaced.

#### **4.12 DBE MONTHLY REPORT (FORM 5)**

Contractors will complete and submit a monthly summary to the DBE Program Administrator of actual DBE participation, listing total payments to the Contractor during the month and the total amounts of DBE participation, using **DBE Form 5**. Contractors are required to maintain records of the DBE summaries for three (3) years.

#### **4.13 PARTICIPATION CATEGORIES**

##### **A. SUBCONTRACTOR**

Subcontractor means any Disadvantaged Business Enterprise capable of furnishing to the Contractor labor, materials, supplies, equipment, transportation, management or supervision necessary to the accomplishment of the work under this Contract.

##### **B. MANUFACTURER**

Manufacturer means a firm that operates or maintains a factory or establishment that produces on its premises the materials or supplies obtained by the Contractor for incorporation into the project.

##### **C. SUPPLIER**

Supplier means a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for this Contract are brought, kept in stock and regularly sold to the public in the usual course of business. To be a supplier, the DBE firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A supplier of such bulk items as steel, cement, gravel, stone and petroleum



products need not keep such products in stock if it owns or operates distribution of the products. Brokers and packagers will not be regarded as suppliers within the meaning of this section.

D. SERVICES

Services mean a business or individual that performs the following. The furnishing of labor, time, or effort to a Contractor, not involving the delivery of a specific end product other than reports, which are merely incidental to the required performance. This term will not include services provided pursuant to employment agreements or collective bargaining agreements.

**4.14 CALCULATION OF DBE PARTICIPATION**

The following percentages will be applied in calculating DBE participation:

- A. Contractor or Subcontractor - 100 percent for work actually performed for this project by **CERTIFIED** DBE firms;
- B. Services - 100 percent for services actually performed by **CERTIFIED** DBE firms, provided the fee is determined by the JAA to be reasonable and not excessive;
- C. Manufacturer - 100 percent of the cost for materials and supplies acquired for this Contract and obtained from a **CERTIFIED** DBE manufacturer;
- D. Supplier - 60 percent of the cost for materials and supplies acquired for this Contract and obtained from a **CERTIFIED** DBE supplier.

When a **certified** DBE performs as a participant in a joint venture, credit toward the DBE goal JAA will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

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

**ARTICLE V – PROPOSAL FORM**

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

(Page 1 of 5)

**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 FOUR (4) COPIES (EACH CLEARLY MARKED “COPY”). ENVELOPE ONE SHOULD BE LABELED “ORIGINAL AND FLASH DRIVE” AND ENVELOPE TWO SHOULD BE LABELED “COPIES”.**

The following checklist is provided for convenience. The Respondent is responsible for carefully reviewing the submittal requirements in the RFP and submits all information requested. In order for JAA to consider the qualifications of Respondents for this Project, each Respondent must provide written documentation that it meets the following Mandatory Minimum Qualifications:

**A. MANDATORY REQUIREMENTS – PASS OR FAIL**

1. Submit documentation that Respondent has a minimum of five (5) years' experience in concession consulting services immediately prior to proposal opening.

**B. Qualifications, Experience, Organization and Project Staffing (Maximum 30 points)**

Respondent shall submit overview of qualifications and experience in the development of airport concessions programs including food/beverage, retail and passenger services.

1. Highlight representative(s) to be assigned to contract as lead representative(s) as well as all staff members that will make a significant contribution to the contract. List name, title and organizational chart of project staff. Describe how the project team assigned to the Airport would be available to complete the work requested in a timely manner.
2. Resume(s), not more than five (5), of the professional qualifications of each member of the proposed project team whose contribution is considered by the Respondent as essential to the successful completion of the assignment. It should also include a description of specific experience in similar projects by the proposed Project Manager within the last five (5) years. It is particularly important that the regulatory and/or professional qualifications of key individuals be addressed. Respondents are cautioned to include only those individuals that would make a significant contribution to the project if the firm is selected.
3. The role and scope of both managerial and technical functions by name of the individual performing the function must be clearly identified. This should be done whether or not that individual is a staff member of the Consultant or sub-consultant. The purpose of this requirement is to clearly identify the technical capability that exists within the Respondent's regular staff and the extent that the Respondent must rely on the services of outside technical assistance.
4. Overview of demonstrated experience in assisting with ACDBE goal/commitment compliance.

**C. Approach and Work Plan (Maximum 30 points)**

Respondent shall provide an overview describing the general approach, anticipated timeframe expected to develop RFP(s), the various tasks outlined in Article 3.02, Scope of Services, and as further required in this contract.

ARTICLE V – PROPOSAL FORM

Respondent's Name: \_\_\_\_\_  
(Continued)

(Page 2 of 5)

1. Respondent shall identify strengths and opportunities to the Concessions Program for both Retail and Food/Beverage at the Airport based on best practices in the industry and information as provided in **Exhibit C**. The purpose of this requirement is for the Respondent to demonstrate how it measures the performance of the Program compared to the industry based on similar programs and expertise. Respondent may use information provided in **Exhibit C** for benchmarking purposes.
2. Respondent shall provide a realistic timeline showing a sequence of events from contract award notification to solicitation and award of the 2019 Concessions Opportunities described in Tasks 1, 2 and 3 outlined in Article 3.02, Scope of Services. The number of packages and agreements issued may be based on recommendations provided by the Consultant, but is expected not to be more than two (2) RFPs.

D. Proposed Fees, Fee Philosophy and Rate Schedule (Maximum 25 points)

Respondent should submit hourly rates for the titles listed below. Point calculation for proposed fees shall be based on the average of the hourly rate of the Project Lead, Project Manager and Project Administration Staff, and the average of other personnel/staff (example below). The lowest combined rate will be awarded the highest points.

**Example**

Project Lead: \$100 per hour  
Project Manager: \$75 per hour  
Project Administration Staff: \$20 per hour  
**\$195/3= \$65 per hour**

**Initial Two (2) Year Term:**

Project Lead: \$ \_\_\_\_\_ per hour  
Project Manager: \$ \_\_\_\_\_ per hour  
Project Administration Staff: \$ \_\_\_\_\_ per hour

**Other Staff, if applicable:**

\_\_\_\_\_ \$ \_\_\_\_\_ per hour  
\_\_\_\_\_ \$ \_\_\_\_\_ per hour  
\_\_\_\_\_ \$ \_\_\_\_\_ per hour

**Renewal Option Year No. 1**

Project Lead: \$ \_\_\_\_\_ per hour  
Project Manager: \$ \_\_\_\_\_ per hour  
Project Administration Staff: \$ \_\_\_\_\_ per hour

**Other Staff, if applicable:**

\_\_\_\_\_ \$ \_\_\_\_\_ per hour  
\_\_\_\_\_ \$ \_\_\_\_\_ per hour  
\_\_\_\_\_ \$ \_\_\_\_\_ per hour

ARTICLE V – PROPOSAL FORM

Respondent's Name: \_\_\_\_\_  
(Continued)

(Page 3 of 5)

**Renewal Option Year No. 2**

Project Lead: \$ \_\_\_\_\_ per hour  
Project Manager: \$ \_\_\_\_\_ per hour  
Project Administration Staff: \$ \_\_\_\_\_ per hour

**Other Staff, if applicable:**

\_\_\_\_\_ \$ \_\_\_\_\_ per hour  
\_\_\_\_\_ \$ \_\_\_\_\_ per hour  
\_\_\_\_\_ \$ \_\_\_\_\_ per hour

**Renewal Option Year No. 3**

Project Lead: \$ \_\_\_\_\_ per hour  
Project Manager: \$ \_\_\_\_\_ per hour  
Project Administration Staff: \$ \_\_\_\_\_ per hour

**Other Staff, if applicable:**

\_\_\_\_\_ \$ \_\_\_\_\_ per hour  
\_\_\_\_\_ \$ \_\_\_\_\_ per hour  
\_\_\_\_\_ \$ \_\_\_\_\_ per hour

E. Sample Work (Maximum 15 points)

Respondent shall provide a maximum of five (5) examples of successful airport concessions consulting projects completed within the last five (5) years ("Examples"). Examples provided should be related to airport retail or food/beverage concessions categories and should demonstrate Respondent's ability to complete 2019 Concessions Opportunities based on Respondent's previous airport experiences related to airport concession planning, RFP development, and determining appropriate business terms at medium or large-hub airports. Examples should be submitted in a format that clearly demonstrates the quality of work and how the Respondent integrated strategies and best practices to achieve successful results which enhanced the value of the airport concessions program.

F. 10% Disadvantaged Business Enterprise (DBE) Participation Goal

Submit DBE Form 1 **or** Form 4, as applicable. In submitting Form 1, Respondents are only required to indicate their actual proposed DBE utilization percentage as opposed to dollar amounts.

ARTICLE V – PROPOSAL FORM

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

(Page 4 of 5)

**(Continued)**

G. References (Maximum 5 points)

Submit three (3) references for which Respondent has performed concessions consulting services within the past five (5) years. The references should be submitted on the Reference Questionnaire, **Exhibit E**.

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

I. Addendum Acknowledgement, if applicable

Acknowledgment of the following Addenda is hereby made:

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

J. Drug-Free Workplace Program Certification:

a. \_\_\_\_\_ Yes, we have a Drug-Free Workplace Program

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

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

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

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

M. Acknowledgement of ACH Payment acceptance is hereby made:

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

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

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

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

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

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

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

**ARTICLE V – PROPOSAL FORM**

Respondent's Name: \_\_\_\_\_  
**(Continued)**

*(Page 5 of 5)*

**P. Proposer Certification and Signature:**

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

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

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

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

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

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

Respondent is a:  Corporation  Partnership  Individual

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

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

\_\_\_\_\_

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

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

**EXHIBIT A**

**CONFLICT OF INTEREST CERTIFICATE**

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

**SECTION I**

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

\_\_\_\_\_  
Signature

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

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

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

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

**SECTION II**

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

Name	Title or Position	Date of Filing
_____	_____	_____

\_\_\_\_\_  
Signature

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

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

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

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

**SECTION III**

**PUBLIC OFFICIAL DISCLOSURE**

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

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

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

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

**EXHIBIT B**

**ACH AUTHORIZATION FORM**

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



## EXHIBIT C

### JAX CONCESSION PROGRAM DOCUMENTS

- Concession Gross Revenue Sales, Unaudited
- JAX Concessions Lease Summaries
- 2014 – 2018 Enplanements and Deplanements
- Enplanements By Airline
- Landed Weight By Airline
- JAX Map

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

**EXHIBIT D**  
**JAA TRAVEL POLICY**

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

**EXHIBIT E- DRAFT CONTRACT**

**C O N T R A C T  
B E T W E E N  
JACKSONVILLE AVIATION AUTHORITY  
A N D**

**X**

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

**WITNESSETH**

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

1. JAA issued a Request for Proposal (RFP) No. 19-04-43101 in order to procure a firm licensed, qualified and interested in providing Concessions Consulting Services.
2. Contractor submitted its bid to JAA representing that it is capable of providing the necessary services as required by the RFP.
3. Contractor has been selected by JAA as the most qualified to provide the requested service.
4. JAA hereby engages Contractor to perform the services as set forth in the Scope of Services. The services shall be done strictly in accordance with this Contract, the RFP, and all addendums to the RFP (incorporated by reference) and Company's proposal (incorporated by reference), (collectively, the "Contract Documents"), and, with respect to non-discriminatory laws, statutes and authorities, the Parties incorporate the attached **Appendix "A."** All of the documents referenced herein are hereby specifically made a part hereof to the same extent as if fully set forth herein.
5. The term of this Contract shall commence on X, 201X, and terminate on X, 202X, with an option to renew for up to two additional years at the sole discretion of JAA and based on vendor performance, annual approved budgeted funds and adherence to all terms and conditions of the Contract Documents. The parties hereto have agreed to contract amount(s) as follows:

<b>CONTRACT TERM</b>	<b>CONTRACT AMOUNT</b>

6. Contractor shall be compensated as set forth in the Contract Documents, which have been incorporated into and made a part of this Contract.
7. Nothing in this Contract shall be construed as making Contractor an employee, servant or agent of JAA. Contractor shall pursue the Scope of Services under this Contract as an independent contractor, and shall be solely responsible for the method, manner and means to be utilized in performing the Scope of Service, including but not limited to the supervision and compensation of its own personnel.
8. This Contract may be terminated for convenience by the Authority whenever the Authority determines that such termination is in the best interest of the Authority. Such termination will be effected by a thirty (30) day written notice to the Contractor stating the date upon which the termination shall become effective.
9. Unsatisfactory performance by the Contractor may result in immediate cancellation of this Contract.
10. Termination of this Contract in accordance with its agreed termination provisions will not give rise to any claims of improper termination, termination in bad faith, or the like or to the payment of any compensation, recoupment of expenditures made by Contractor pursuant to this Agreement, or the like predicted in such termination. This Contract is always subject to availability of budgeted funds.
11. The Authority may give the Contractor written notice that there is a material breach of the contract or a written notice to discontinue some or all services under the Contract in the event that:
  - a) The Contractor assigns or subcontracts the Scope of Services without prior written permission;
  - b) Any petition is filed or any proceeding is commenced by or against the Contractor for relief under any bankruptcy or insolvency laws;
  - c) A receiver is appointed for the Contractor's properties or the Contractor commits any act of insolvency (however evidenced);
  - d) The Contractor makes an assignment for the benefit of creditors;
  - e) The Contractor suspends the operation of a substantial portion of its business;
  - f) The Contractor suspends the whole or any part of the Scope of Services to the extent that it impacts the Contractor's ability to meet the Scope of Services schedule, or the Contractor abandons the whole or any part of the Scope of Services;
  - g) The Contractor, at any time, violates any of the conditions or provisions of the Contract Documents, or fails to perform as specified in the Contract Documents, or is not complying with the Contract Documents;

- h) The Contractor attempts to willfully impose upon the Authority items or workmanship that are in the Authority's sole opinion, defective or of unacceptable quality;
- i) The Contractor breaches any of the representations or warranties;
- j) The Contractor is determined, in the Authority's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to the Authority;
- k) There is any material change in the financial or business condition of the Contractor.

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

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

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

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

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

For the Contractor:	X
---------------------	---

**REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE LINES FOLLOW**

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

Attest:

JACKSONVILLE AVIATION AUTHORITY

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

\_\_\_\_\_  
**Insert Name**, CEO, or  
His Designee

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

Attest:

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

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

## 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 subtier contractors from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
2. **Nondiscrimination:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, the Contractor, for itself, subcontractors, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree not to participate directly or indirectly in discriminatory activity or any kind and that no person on the ground of race, color, or national origin, will be subjected to discrimination in the execution of this Agreement, including employment practices (see Appendix B of 49 CFR Part 21). With respect to the Agreement, in the event of breach of the above nondiscrimination covenant, the Authority will have the right to terminate the Agreement and to pursue should remedies against Contractor as may be permitted by applicable law.
3. **Title VI and Related Law Compliance:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, Contractor, for itself, subcontractors, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, including but not limited to:
  - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - i) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging

programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. **Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.:** All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the above-referenced statute and regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
5. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work required under this Agreement, to be performed under a subcontract, which also includes procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, creed, color, national origin, sex, age, or disability. Contractor will incorporate this Agreement (the Prime Contract) into its subcontract agreements, such that its subcontractors are obligated to Contractor to the same extent Contractor is obligated to JAA under the Prime Contract. However, nothing contained in the Prime Contract creates any contractual relationship between Subcontractor and JAA. Contractor's subcontract agreements shall require its subcontractors to generally agree to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended, as well as those non-discrimination statutes and authorities listed in Paragraph 3, above. For purposes of compliance with this section, Contractor shall furnish documented proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with the above.
6. **Occupational Safety and Health Act of 1970 – 20 CFR Part 1910:** All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its sub-Contractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
7. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to JAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
8. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, JAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) Withholding payments to the Contractor under the contract until the Contractor complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in part.



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

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

**EXHIBIT F**

**REFERENCE QUESTIONNAIRE  
CONCESSIONS CONSULTING SERVICES, RFP NO. 19-04-43101**

*(Page 1 of 2)*

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

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

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

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

---

---

---

---

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

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

---

---

---

---

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

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

---

---

---

---

EXHIBIT F

REFERENCE QUESTIONNAIRE  
CONCESSIONS CONSULTING SERVICES, RFP NO. 19-04-43101

Continued

(Page 2 of 2)

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

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

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

8. Additional Comments or Feedback:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

**EXHIBIT G**

**DBE FORMS 1 – 5**

**FORM NO. 1 – SCHEDULE OF DBE PARTICIPATION**

NAME OF BIDDER: \_\_\_\_\_

JAA CONTRACT NO. **19-04-43101**

CONTRACT: **Concessions Consulting Services**

TOTAL BASE BID AMOUNT: \$\_\_\_\_\_

INDICATE DBE TYPE OF BUSINESS BY (✓) CHECK NEXT TO NAME

- SUBCONTRACTOR 100% OF BID PRICE APPLIES TOWARDS DBE PARTICIPATION GOAL
- MANUFACTURERS 100% OF BID PRICE APPLIES TOWARDS DBE PARTICIPATION GOAL
- SUPPLIERS 60% OF BID PRICE APPLIES TOWARDS DBE PARTICIPATION GOAL
- SERVICES 100% OF BID PRICE APPLIES TOWARDS DBE PARTICIPATION GOAL

				DBE PARTICIPATION	\$ Amount	\$ Amount Applied to	% of	
				Name	Work to Be Performed	Bid by DBE	DBE Goal	Bid
				DBE Participation – Total \$ Value and %				

Total DBE Participation and %						
-------------------------------	--	--	--	--	--	--

The undersigned will enter into a Formal Agreement with the DBE Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the Jacksonville Aviation Authority.

Signature \_\_\_\_\_ Title \_\_\_\_\_

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

NOTARY PUBLIC \_\_\_\_\_ (SEAL)

FORM NO. 2 – DBE PARTICIPANT IDENTIFICATION AFFIDAVIT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY DECLARE AND AFFIRM THAT I AM THE \_\_\_\_\_  
(Title – Owner, President-DBE firm)  
and duly authorized representative of \_\_\_\_\_ whose  
(Name of DBE firm)

address is \_\_\_\_\_

I hereby declare and affirm that I am a DBE as defined by the contract documents for Contract No. **19-04-43101**, **Concessions Consulting Services**, and that I will provide information to document this fact. This firm is interested in quoting/bidding on the following work being procured by the Jacksonville Aviation Authority under Contract No. **19-04-43101**.

Specify whether participation is as a Subcontractor, Manufacturer, etc. \_\_\_\_\_

Specify quote or bid amount \$ \_\_\_\_\_

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE FIRM TO MAKE THIS AFFIDAVIT.

\_\_\_\_\_  
(Date) (Affiant)

ATTACHMENT

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

On this \_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned officer personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

(SEAL)

\_\_\_\_\_  
(Notary) Commission Expires \_\_\_\_\_

**FORM NO. 3 – LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR**

TO: \_\_\_\_\_  
(Name of Prime/General Contractor Proposing)

JAA PROJECT: **Concessions Consulting Services**

CONTRACT NO.: **19-04-43101**

The undersigned intends to perform work in connection with the above Contract as:

Check One:

\_\_\_\_\_ an individual                      \_\_\_\_\_ a corporation

\_\_\_\_\_ a partnership                      \_\_\_\_\_ a joint venture

The status of the undersigned is confirmed on the attached DBE Contractor identification Affidavit.

Specify in detail, work items or parts thereof to be performed:

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

at the following price: \$\_\_\_\_\_.

\_\_\_\_\_ (%) of the total dollar value of this subcontract will be sublet and/or awarded to non-minority Subcontractors.

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

\_\_\_\_\_  
(Date)                                              (Telephone No.)                                              (Name of DBE Subcontractor)

\_\_\_\_\_  
(Firm Address)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(City and State)

Name: \_\_\_\_\_  
(Typed)

Title: \_\_\_\_\_  
(Typed)

**DBE FORM NO. 4 – DBE UNAVAILABILITY CERTIFICATION**

I, \_\_\_\_\_, \_\_\_\_\_  
 (Name) (Title)

of \_\_\_\_\_, certify that on the dates below,

I invited the following DBE(s) to bid work items to be performed on JAA project: **Concessions Consulting Services; Contract No. 19-04-43101**

<u>DATE OF REQUEST</u>	<u>NAME OF DBE</u>	<u>INDICATE IF SUB, MFG, ETC.</u>	<u>DBE RESPONSE (Y/N)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following submitted bids which were not acceptable:

<u>Name of DBE</u>	<u>Reason for Unacceptability</u>
_____	_____
_____	_____
_____	_____
_____	_____

Date: \_\_\_\_\_ By: \_\_\_\_\_  
 (Signature)

The foregoing instrument was acknowledged before me, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ who is personally know to me or has produced \_\_\_\_\_ as identification and who did not take an oath.

Signed: \_\_\_\_\_ (SEAL)  
 Notary Public

**NOTE: IF SUBMITTING THIS FORM, YOU MUST INCLUDE A DETAILED STATEMENT AND SUPPORTING DOCUMENTATION OF YOUR GOOD FAITH EFFORTS IN ATTEMPTING TO MEET THE ASSIGNED GOAL. APPENDIX A OF 49 CFR 26.53 OUTLINES THE DEFINITION OF WHAT IS REQUIRED TO DEMONSTRATE GOOD FAITH.**

**DBE FORM 5 – MONTHLY REPORT**

DATE \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_  
 CONTRACT: **Concessions Consulting Services**

JAA CONTRACT NO: **19-04-43101**  
 BASE BID AMOUNT: \$ \_\_\_\_\_

DBE GOALS % \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL CONTRACT \$ \_\_\_\_\_

TOTAL DBE CONTRACT \$ \_\_\_\_\_

NAME OF DBE SUBCONTRACTOR	ADDRESS	TYPE OF WORK	EARNED THIS MONTH \$ _____	EARNED TO DATE \$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SUBTOTAL ALL DBE.....\$ \_\_\_\_\_ \$ \_\_\_\_\_

DBE EARNED TO DATE DIVIDED BY TOTAL CONTRACT EARNED TO DATE \_\_\_\_\_%  
 \_\_\_\_\_%

PERCENTAGE OF OVERALL CONTRACT COMPLETE.....\_\_\_\_\_%

The undersigned hereby affirms and declares that the above-listed firms were actually employed in the performance of work/services under this contract and further that each such firm earned and has been paid the stated amount for their respective efforts.

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

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

\_\_\_\_\_  
 NOTARY PUBLIC (Seal)

**NOTES:**

- Contractor shall attach to this form a typewritten explanation of any differences in DBE participation between this form and DBE Form 1 including an accounting for any changes in DBE firms employed.**
- This form must be completed and submitted with Contractors request for monthly and final payments.**



**NO PROPOSAL FORM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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