



JAA SOLICITATION



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



JAX

Jacksonville
International
Airport



Cecil

Cecil Airport



Herlong

Herlong Recreational Airport



JAXEX

Jacksonville Executive Airport

REQUEST FOR QUOTATIONS (RFQ) No.: 1914-45123

Upper Level Curbside Airline Kiosk Rehab

**JACKSONVILLE INTERNATIONAL AIRPORT –
JACKSONVILLE, FL**

Assigned Buyer: Monica M. Frazier
Procurement Director: Devin Reed

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

GENERAL OVERVIEW AND SPECIFICATIONS

GENERAL

The Jacksonville Aviation Authority (JAA) is seeking a commercial millwork company to restore the Corian surface on the upper level curbside airline kiosks at the Jacksonville International Airport (JAX). JAA reserves the right to award additional services to be performed at other JAA locations without invalidating this contract.

As part of the scope of services contemplated by this solicitation, the successful Respondent will be required to provide a cost to include labor, materials and/or equipment necessary to inspect, remedy and repair work that it identifies as requiring the same.

For the purpose of RFQ No. 1914-45123, the following terms are used interchangeably: a) "Bid" and "Quotation"; b) "Contractor" and "Respondent".

SCOPE OF SERVICES

The Jacksonville International Airport (JAX) currently has eight (8) curbside kiosks located on the upper level that have faded over the years due to weather conditions. The Corian surface on the kiosks need to be restored back to the original appearance.

The Respondent will be required to:

- Provide all material, labor, equipment, tools, consumables, supervision and all other resources to perform services **only** to the Corian surfaces; no inserts or metal surfaces will be restored, leave as is.
- Successfully inspect, repair, replace parts and material in accordance with all required building codes, laws and regulations;
- Make repairs and replace parts to complete satisfaction of JAA;
- Restoration working hours Sunday-Saturday, 7:00PM-3:00AM (Local Time), unless otherwise approved by JAA Inspector.

CONDITIONS – MINIMUM REQUIREMENTS

- A. Contractor is responsible for maintaining a safe work environment with minimum disruption to the traveling public and/or tenants of the airport.
- B. If applicable, JAA reserves the right to consider manufacturers' literature and/or information that is in possession of JAA if the literature or information supersedes manufacturers literature/information submitted by the Bidder.
- C. All employees/subcontractors/independent operators of the Respondent assigned to Jacksonville International Airport (JAX) must obtain a JAA Security Badge, at the sole expense of the Respondent. The Respondent will have the sole responsibility of complying with FAA guidelines, including but not limited to, requiring a 10 year employment history and background check, issuance and wearing of security badges. Any fines incurred by JAA for violations of any FAA regulations by Respondent employees will be charged to the Respondent, and if not promptly paid by the Respondent may result in termination of the Contract. See **Exhibit X** for JAA form "Application and Certification Official Signature," which contains details on the issuance, replacement, wearing of security badges, as well as listing the disqualifying crimes for which an employee of the Respondent may not be issued a security badge. Any employee of the Respondent found by JAA to have been

issued a security badge in violation of FAA guidelines will be required to immediately surrender their badge and be removed from JAA property. **(Not applicable)**

- D. 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.

- E. 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.

- F. Respondent shall report to the JAA Inspector or designee when entering and leaving JAA property. Upon completion of services for the day, the Respondent is required to check out with the same procedures. In addition to reporting to the JAA Inspector, an airport property check-in and check-out process has been defined. Upon entering Jacksonville International Airport Facility (JIA/JAX), staff/technician must contact JAA Communication Center (904) 741-2020 and provide company name, technician name, contract name and area(s) that will be serviced for that day.

- G. Upon completion of services, a service report shall be submitted to the JAA Inspector or designee. The service report must include at a minimum but not limited to: name of technician, date and time of service hours, details of worked performed to include specific location and services provided.

CHANGE IN SCOPE OF SERVICES

JAA, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated price. Changes in the work and the Contract sum may only be changed by prior written agreement executed by the parties with proper authorization to do so.

PRE-BID AND SITE VISIT

JAA has scheduled a pre-bid meeting for **Monday, February 25, 2019, 9:00 AM (local time)**. We will meet at Jacksonville Aviation Authority, Administration Building, 14201 Pecan Park Road, Jacksonville, FL 32218. It is recommended that all potential respondents attend this meeting. A site visit and inspection of the kiosks will take place after the meeting. Anticipate one (1) hour for the meeting and site visit. **Contractor is responsible for all measurements and should bring all necessary tools to take measurements at the site visit.**

ADDENDA - CHANGES WHILE QUOTING

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: Monica M. Frazier. Requests may be transmitted via email, monica.frazier@flyjacksonville.com or US Mail, 14201 Pecan Park Road, Jacksonville, FL 32218. Each Respondent is fully responsible for ensuring that its requests for written interpretations or corrections is timely received, and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method, whether by Email, US Mail, public carrier or otherwise.

All questions must be received by March 1, 2019, 5:00 PM (local time) in order to be given any consideration.

All such interpretations and supplemental instructions will be in the form of written Addenda to the RFQ Documents, which, if issued, will be emailed to the Contractors. However, it is the responsibility of each Respondent, prior to submitting its Quotation, to contact JAA Procurement Department at 904.741.2359 to determine if any Addenda were issued and to make such Addenda a part of its Quote. In case any Respondent fails to acknowledge receipt of any such Addenda in the space provided on the Quotation Form, its Quotation will nevertheless be construed as though the Addenda has been received and acknowledged. Only the interpretations or corrections so given by JAA Procurement Department in writing will be binding, and prospective Respondents are advised that no other source is authorized to give information concerning, or to explain or interpret the RFQ Documents.

LOCAL PREFERENCE PROGRAM

In an effort to stimulate economic growth and development of local businesses and keep local resources in the community, JAA has established a Local Preference Program (LPP) to encourage local businesses to participate in the competitive process of supplying goods and services to JAA.

The term "Local Business" or "Local Respondent" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in the particular business at issue, which has been in business and maintained its permanent place of business in the normal market area for a minimum of one (1) year prior to the solicitation release date and has at least three (3) full-time employees living in the normal market area. The JAA's Normal Market Area is Baker, Clay, Flagler, Duval, Nassau, Putnam and St. Johns counties.

The Local Business shall perform or operate on a day-to-day basis and provide a substantial component of the goods or services, which are being procured by JAA.

If your business meets the requirement of Local Business or Local Respondent, you must submit the Local Business Verification Form, **Exhibit B**.

SMALL/MINORITY/DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

JAA is committed to providing an opportunity for local small/disadvantaged/minority owned firms by promoting the development of small businesses within our normal market area. It is the policy of JAA to provide small businesses with identical information and an equitable opportunity to compete for business from JAA. This is an invitation for local small/disadvantaged/minority businesses to become involved in the total procurement of JAA sponsored projects, goods and services. JAA's normal SBE market area is defined as Duval, Clay, Baker, St. Johns or Nassau Counties.

INDEMNIFICATION

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

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

INSURANCE

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

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

Business Automobile Liability: Respondent agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 or \$500,000 (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.

DISPOSALS OF MATERIALS

The Contractor is responsible for the disposal of all discarded materials from the work area. All disposals shall be off JAA property and in accordance with all City, County, Federal, OSHA, State and Federal Aviation Administration (FAA) regulations for such material.

REFERENCES

The Contractor shall submit three references. Please provide a list of references to include, company name, contact name, title, contact phone number, email address and successfully completed project name and dates of similar project scope.

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.

WARRANTY ON WORKMANSHIP

- A. Contractor shall provide a minimum of one-year warranty on all parts or as provided by the manufacturer, whichever is greater. Any parts/material furnished by the Contractor will have a percentage markup not to exceed the amount as indicated on the Quotation Form.
- B. Contractor shall have a minimum of one-year warranty on all workmanship once approved by JAA.

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

DEFECTIVE WORK

The Contractor will be notified verbally of deficiencies observed in performance of work. JAA will use reasonable efforts to confirm all deficiencies in writing. These deficiencies shall be immediately corrected and the JAA designated representative shall be notified when corrections have been completed.

EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK

The Contractor must, before submitting a quotation, visit the site of the proposed work and familiarize themselves with the nature and extent of the work and any local conditions that may be in any manner affect the work to be done and equipment, materials, and labor required. The Contractor is required to examine carefully the drawings and specifications and contract forms. No allowances will be made for conditions overlooked by the Contractor.

ACCESS TO SITE

All access in and out of the work site shall be coordinated with the JAA Staff. The Contractor will be required to follow all JAA rules and regulations.

CODES

The Contractor is responsible to ensure all work performed shall be in accordance with all applicable Building, City, County, Federal, OSHA, State and all other codes required to perform the scope of work defined in this RFQ.

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.

RESULTING CONTRACT TERM

JAA reserves the right to award as-needed additional similar projects up to one year after the initial kiosk rehabilitation project has been successfully completed. 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.

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 the 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.

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**

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.

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.

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.

PERFORMANCE STANDARDS

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

- a. **Cleanliness of Area(s)** – Failure to maintain a clean work area, shall be subject to a deduction of \$100 per violation, per occurrence.
- b. **Timeliness of Project Completion** – The Contractor's failure to complete services within four weeks of the scheduled start date agreed upon with the JAA Inspector or agreed upon extension, shall be subject to a deduction of \$250 per day after agreed date.
- c. **Debris Cleaning/Removal** – Upon completion of the work, all trash and debris shall be removed from off JAA property in accordance with the terms and condition of this RFQ. The Contractor's invoice shall not be authorized for payment until the JAA Contract Administrator approves services are rendered as such.

EVALUATION AND AWARD

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

Within 10 days after notice of award is made, the successful Respondent will be given a JAA purchase order and Respondent must acknowledge receipt. Award will not be binding until this purchase order has been received and acknowledged by the Respondent to contain the terms of

the contract. Respondent terms different from JAA's (on JAA purchase order or contained in the Contract) will not be allowed.

If applicable, JAA's intended award decision for this solicitation and the results of the Awards Committee's action regarding the same will be posted on JAA's:

- (i) Public Notice Board located in the first-floor lobby of JAA's Administration Building at 14201 Pecan Park Road, Jacksonville, Florida 32218; and
- (ii) Website at <http://www.flyjacksonville.com/Awards2015.aspx>

TIME REQUIREMENT

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

COMPENSATION

Compensation will be paid in accordance with the Respondent's quotation price submitted on the Quotation Form and accepted by JAA, subject to post quotation negotiations, value engineering, etc. The invoice, which must reference the purchase order number, should be mailed to JAA, Attn: Accounts Payable, 14201 Pecan Park Road, Jacksonville, FL 32218. Invoices may also be submitted via email to: accountspayable@flyjacksonville.com. Invoices will be processed in accordance with normal JAA procedures, which is 30 days net after receipt of an approved invoice. JAA, at its sole discretion, may authorize advance payments, deposit or partial payments.

ACH PAYMENT PARTICIPATION ACKNOWLEDGEMENT

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

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

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

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.

CONTRACT

Respondent must specify if JAA's Contract, **Exhibit C**, is acceptable. 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.

DELIVERY OF QUOTATIONS

ALL QUOTATIONS MUST BE SUBMITTED MARCH 8, 2019, 12:00 PM (LOCAL TIME).

Quotations can be submitted via email, monica.frazier@flyjacksonville.com; or US mail to the JAA Procurement Department, Attn: Monica M. Frazier, 14201 Pecan Park Road, Jacksonville, FL 32218.

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, any Quotations received after the above stated time and date will NOT be accepted and/or evaluated. Each Respondent is fully responsible for ensuring that its Quotation 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.

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QUOTATION FORM

Respondent's Name: _____

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The following checklist is provided for convenience. The Respondent is responsible for carefully reviewing the submittal requirements in the RFQ and submits all information requested. Fees must include all material, labor, equipment, tools, consumables, supervision and all other resources to perform services. JAA will not pay any transportation, insurance and/or import charges.

A. Bid.

Corian Restoration Airline Kiosks

Labor	\$ _____
Equipment	\$ _____
Material	\$ _____
_____ (Please Specify)	\$ _____
_____ (Please Specify)	\$ _____
Total Cost for Project	\$ _____

B. Respondent shall submit three (3) references. Please provide a list of references to include, company name, contact name, title, contact phone number, email address and successfully completed project name and dates of similar project scope.

C. Respondent shall submit Conflict of Interest Certificate, **Exhibit A.**

D. Respondent shall submit copy of valid State of Florida certification/ licenses to perform scope of services.

E. Addendum Acknowledgement, if applicable

Acknowledgment of the following Addenda is hereby made:

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

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

Respondent's Initial: _____

G. Acknowledgement of ACH Payment acceptance is hereby made:

Respondent's Initial: _____

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

Respondent's Initial: _____

I. Acknowledgement of Warranty Acceptance is hereby made, if applicable:

Respondent's Initial: _____

QUOTATION FORM

Respondent's Name: _____

(Page 2 of 2)

J. 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.

K. 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

L. Bid Certification and Signature:

By submitting this bid, 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 licenses required for the work.

M. Bid Form Signature:

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

Respondent Name: _____

Authorized Agent's Signature: _____ Date: _____

Printed Name: _____ Email: _____

Title: _____

Respondent is a: [] Corporation [] Partnership [] Individual

Federal Identification Number: _____

Remittance Address: _____

Telephone Number: _____ Fax Number: _____

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

EXHIBIT A

CONFLICT OF INTEREST CERTIFICATE

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

SECTION I

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

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION II

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

Name	Title or Position	Date of Filing
_____	_____	_____

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION III

PUBLIC OFFICIAL DISCLOSURE

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

Public Official: _____

Position Held: _____

Position/Relationship with Respondent: _____

EXHIBIT B

**Local Business Verification Form
Normal Market Area (NMA): Baker, Clay, Duval, Flagler, Nassau, Putnam and St. Johns
County**

Name of Business:		Nature of Business:
Physical Address of Business: (not a PO Box)		
Type of Business	Circle One: Corporation	Sole Proprietor Partnership Other
City / State / Zip		
Local Phone Number:		Fax Number:
Date Business was established in NMA:		Number of employees living in the NMA:
County Location:		Contact Email Address:
Owners Name:		
Business License County:		Date License Issued:

You **MUST** include the following information with the return of the affidavit:

- Current Business, Occupational, and Professional Licenses.
- If a tie occurs between two Local Businesses or Local Bidders, then you will be requested to submit an Employee Roster to include Name, Date of Hire, City, County and Zip Code for the employees living in the NMA.

I certify that the above information is correct and I understand that failure to sign this form and any material misrepresentation will constitute a material irregularity and will result in the disqualification of the status "Local Business".

Authorized Agent's Signature: _____ Date: _____
Printed Name: _____ Title: _____

Sworn to and subscribed before me this _____ day of _____, 20_____.

By: _____
(Affiant's Printed Name)

He/She is personally known by me or has produced _____ as identification.
State of _____

Notary seal

(Signed by Notary)

(Notary's Printed Name)
My Commission Expires: _____

EXHIBIT C

**CONTRACT
BETWEEN
JACKSONVILLE AVIATION AUTHORITY
AND
XX**

THIS CONTRACT, is executed this XX day of XX, 2019, by and between JACKSONVILLE AVIATION AUTHORITY, (JAA or AUTHORITY), and XX (“CONTRACTOR”) with its principal office located at XX.

WITNESSETH

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

1. JAA issued a Request for Quote (RFQ) No.1914-45123 in order to procure a firm licensed, qualified and interested in providing Corian and millwork restoration services.
2. Contractor submitted its proposal to JAA representing that that it possesses the requisite licenses, skills, experience and capabilities to provide the necessary services as required by the RFQ.
3. Contractor has been selected by JAA as qualified to provide the requested services.
4. JAA hereby engages Contractor for the potential performance of the services set forth in the Statement of Work, for which services Contractor will submit quotes and related documents for JAA's review, approval and acceptance on a project-by-project basis. Contractor will not begin or provide any of the services contemplated under this Contract until such time as it receives a written approval and notice to proceed from JAA. This Contract is a requirements contract, under which JAA does not guarantee

Contractor will perform any services or projects. Requests for quotes and services under this Contract will only be made when JAA identifies a need. The services shall be done strictly in accordance with this Contract, the RFQ&I, and all addenda to the RFQ&I (incorporated by reference) 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 and in accordance with the specific project scope of services and Contractor's proposed rates, fees, costs, duration and schedule of payment, as negotiated and/or approved by JAA.

5. The term of this Contract shall commence on XX, 2019, and terminate on XX, 2020 at the sole discretion of JAA and based on vendor performance, annual approved budgeted funds and adherence to all terms and conditions of the Contract Documents.
6. This is a requirements contract under which Contractor will not perform any work until such time as JAA identifies a need and requests and approves in writing a proposal from Contractor for the same. For any and all projects on which Contractor submits a proposal and is successful in receiving an award for the same, Contractor shall be compensated as set forth herein and pursuant to the specific project scope of services and Contractor's proposed rates, fees, or costs as negotiated and/or approved by JAA. In accordance with paragraph 12 hereof, this Contract will be amended to incorporate the specific scope of services and approved rates, fees, costs, duration and schedule of payment for any and all projects awarded to Contractor.
7. Nothing in this Contract shall be construed as making Contractor an employee, servant or agent of JAA. Contractor shall pursue the Statement of Work under this Contract as

an independent contractor, and shall be solely responsible for the method, manner and means to be utilized in performing the Statement of Work, including but not limited to the supervision and compensation of its own personnel.

8. This Contract may be terminated for convenience by the Authority whenever the Authority determines that such termination is in the best interest of the Authority. Such termination will be effected by a 30 day written notice to the Contractor stating the date upon which the termination shall become effective.
9. Unsatisfactory performance by the Contractor may result in immediate cancellation of this Contract.
10. Termination of this Contract in accordance with its agreed termination provisions will not give rise to any claims of improper termination, termination in bad faith, or the like or to the payment of any compensation, recoupment of expenditures made by Contractor pursuant to this Agreement, or the like predicted in such termination. This Contract is always subject to availability of budgeted funds.
11. The Authority may give the Contractor written notice that there is a material breach of the contract or a written notice to discontinue some or all Services under the Contract in the event that:
 - a) The Contractor assigns or subcontracts the 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 Services to the extent that it impacts the Contractor's ability to meet the Service schedule, or the Contractor abandons the whole or any part of the Services;
- g) The Contractor, at any time, violates any of the conditions or provisions of this or any Contract that the Contractor has with the Authority, or fails to perform as specified or is not complying under the same;
- h) The Contractor attempts to willfully impose upon the Authority items or workmanship that are in the Authority's sole opinion, defective or of unacceptable quality;
- i) The Contractor breaches any of the representations or warranties;
- j) The Contractor is determined, in the Authority's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to the Authority;
- k) There is any material change in the financial or business condition of the Contractor.

12. This Contract constitutes the entire agreement between the parties hereto for the 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: _____

**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

Mark VanLoh, CEO, or
His Designee

(Designee's Name and Title, if applicable)

Attest: XXX

Signature

Signature

Print Name

Print Name

Title

Title

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

Debra A. Braga, Chief Legal Officer

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APPENDIX “A”

REQUIRED TITLE VI PROVISIONS FOR CONTRACTORS:

1. **Civil Rights – 49 USC § 47123:** Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor and 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.

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EXHIBIT D

JAA'S ACH AUTHORIZATION FORM – DRAFT

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EXHIBIT E

KIOSK PICTURES

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NO BID FORM

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

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

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

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

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

Comments: _____

Name of Firm: _____

Signature: _____

Printed Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____

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