



JACKSONVILLE AVIATION AUTHORITY

INVITATION TO BID NUMBER: 12-19-45133

Trailer Mount Z Boom Lift



**Jacksonville Aviation Authority
Procurement Department
14201 Pecan Park Road, 2nd Floor
Jacksonville, FL 32218**

**Assigned Buyer: Juanita Henderson
Procurement Director: Devin Reed**

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**INVITATION TO BID
BID NUMBER 12-19-45133**

**Trailer Mount Z Boom Lift
for the
JACKSONVILLE AVIATION AUTHORITY**

Bids will be received by the Jacksonville Aviation Authority (JAA) until 2:00 PM (local time) on April 11, 2012 at which time they will be opened at JAA Administration Building, 2nd Floor, 14201 Pecan Park Road, Jacksonville, Florida, for purchasing one (1) Trailer Mount Z Boom Lift.

All Proposals must be submitted in accordance with Invitation For Bid Number 12-19-45133, which may be obtained after 8:30 AM (local time) on March 14, 2012 from www.flyjacksonville.com, click on bid opportunities.

GENERAL INFORMATION

REQUESTS FOR DISTRIBUTION SHEETS OR PRE BID ATTENDANCE SHEETS

Copies of the Invitation to Bid (ITB) Distribution Record and/or the Pre-Bid Attendance Record may be requested by contacting the Jacksonville Aviation Authority (JAA) Procurement Department.

SUBMISSION OF BIDS

Bids submitted in advance of the time set for opening will be delivered to JAA, Attn: Procurement Department, 14201 Pecan Park Road, 2nd Floor, Jacksonville, FL 32218. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at bidder's risk. Late proposals, as solely determined by JAA's clock, will not be opened or considered.

PUBLIC RECORDS REQUIREMENTS

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

REQUESTS FOR BID RESULTS OR AWARD OF CONTRACT

Notwithstanding the above statement and/or requirement regarding public records, requests for or access to public records may be made or obtained by contacting JAA at (904) 741-3631. If copies are requested, an appropriate charge will be assessed, and all copies will be made available within a reasonable time consistent with the requirements of Florida Statutes. All those submitting bids or proposals in response 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 ITB, all parties who intend to submit or be a team member of a proposal to qualify under this ITB shall direct all contact with JAA through JAA's Procurement Director or the assigned Buyer hereto. If the question or comment deals with subject matter that is outside of the responsibility of JAA's Procurement Department, it will direct the question or comment to the appropriate person or authority. Other than as permitted herein, bidders for the work covered by this ITB may not contact JAA 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 rejection and/or bidder debarment.

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ARTICLE I – INSTRUCTIONS TO BIDDERS

1.01 RECEIPT AND OPENING OF BIDS

JAA will receive Bids until April 11, 2012 at 2:00 PM (local time) to purchase a TRAILER MOUNT Z BOOM LIFT. The Bids 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 BIDS

An **original and three (3) copies** of the Bid and all required supplemental material listed on the Bid Form must be submitted in a sealed package. The package should be labeled to read: "ITB 12-19-45133, Trailer Mount Z Boom Lift April 11, 2012, 2:00 PM (local time)," and must be addressed or delivered to JAA, Attn: Procurement Department, 14201 Pecan Park Road, 2nd Floor, Jacksonville, FL 32218.

Each Bid package submitted will clearly show the Bidder'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 Bidder, late bids, as determined by JAA's official bid clock, will not be considered and will be returned to the Bidder as non-responsive. Each Bidder is fully responsible for ensuring that its Bid is timely received, and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method, whether by US mail, public carrier or otherwise. This ITB does not commit JAA to pay costs or expenses of any kind incurred by the various Bidders during bid preparation, submittal or presentations, if any.

1.03 CONTRACT DOCUMENTS

The Contract Documents give the description of the TRAILER MOUNT Z BOOM LIFT to be purchased under this solicitation. The required qualifications of Bidders, other technical information, and the term of the contract are also contained in these documents. The date, time and location of the receipt and opening of bids are listed in Article 1.01.

1.04 EXAMINATION OF CONTRACT DOCUMENTS AND SPECIFICATIONS

The Bidder is required to carefully examine the technical specifications and intended use of the TRAILER MOUNT Z BOOM LIFT to be purchased and all Contract Documents. It will be assumed that the Bidder has investigated and is fully informed of the conditions, the character and quality of the TRAILER MOUNT Z BOOM LIFT to be purchased, and of the requirements of the Contract Documents.

1.05 OBLIGATION OF BIDDERS

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

Prior to contract issuance, the Bidder must provide documentation that they are authorized to do business in the State of Florida and possess any and all requisite licensing for the scope of services contemplated herein.

1.06 ADDENDA - CHANGES WHILE BIDDING

No interpretation of the meaning of any part of the ITB or other Contract Documents, or corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. All requests for written interpretations or corrections **MUST** be in writing addressed to JAA Procurement Department, 14201 Pecan Park Road, 2nd Floor, Jacksonville, FL 32218 **or** Fax: (904) 741-2350.

All requests must be received by 5:00 PM (local time) at least five (5) business days before the above-mentioned Bid Opening date, in order to be given any consideration. All such interpretations and supplemental instructions will be in the form of written Addenda to the Bid Documents, which, if issued, will be emailed, mailed or faxed to all known prospective Bidders. However, it is the responsibility of each Bidder, prior to submitting its Bid, to contact JAA Procurement Department at (904) 741-2009 to determine if any Addenda were issued and to make such Addenda a part of its Bid. In case any Bidder fails to acknowledge receipt of any such Addenda in the space provided on the Bid Form, its Bid will nevertheless be construed as though the Addenda has been received and acknowledged. Only the interpretations or corrections so given by JAA Procurement Department in writing will be binding, and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the ITB Documents.

1.07 PREPARATION OF BID

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

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

1.08 WITHDRAWAL OF BIDS

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

1.09 RESPONSIBLE BIDDER CRITERIA

In considering the responsiveness, JAA will examine the following factors. Bidders will address each factor specifically in their Bid.

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

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

1.10 DISQUALIFICATION OF BIDDERS

Any of the following causes may be considered sufficient for the disqualification of a Bidder or rejections of the Bid:

- A. Submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names. If a company has more than one division, only one Bid may be submitted for the same company.

- B. Evidence of collusion among Bidders.
- C. Incomplete work for which the Bidder is committed by contract, which, in the judgment of JAA, might hinder or prevent the prompt completion of the work contemplated herein if awarded to such Bidder.
- D. Being in arrears on any existing agreement with JAA or having defaulted on a previous contract with JAA. For purposes of this section, attempts to create a new entity, partner with an existing entity or person, or otherwise hold oneself out as another firm or business for the purpose of shielding any individual, firm, partnership, corporation or similar concern from the application of this provision may be considered grounds for disqualification of all those persons or entities involved.
- E. Items 'C' and 'D' above will be considered by JAA after the opening of Bids, and, if found to apply to any Bidder, JAA will notify the Bidder that its Bid will not be considered for an award of the Contract. The Bidder has five (5) business days to appeal in writing this decision to JAA Executive Director/CEO, via the Procurement Department, and the decision of the Executive Director/CEO will be final.

1.11 REJECTIONS OF IRREGULAR BIDS

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

1.12 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.

1.13 PRE-BID MEETING

JAA has determined a Pre-Bid Meeting is not required. Bidders are encouraged to submit questions in writing to JAA Procurement Department via facsimile to (904) 741-2350. All questions must be received at least five (5) business days before the above-mentioned Bid Opening date to be given any consideration.

1.14 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 the Authority.

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

1.15 SMALL BUSINESS ENTERPRISES (SBE) PARTICIPATION

JAA is committed to providing an opportunity for local small/disadvantaged/minority owned firms by promoting the development of small businesses within our normal market area. It is the policy of JAA to provide small businesses with identical information and an equitable opportunity to compete for business from JAA. This is an invitation for local small/disadvantaged/minority businesses to become involved in the total procurement of JAA sponsored projects, goods and services. JAA's local market area is defined as Duval, Clay, Baker, St. Johns or Nassau Counties, which market area is specific to this section only and should not be confused with the Normal Market Area designated for participation in JAA's Local Preference Program.

1.17 NON-DISCRIMINATION PROVISIONS

The Bidder 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.

1.18 BID BOND

Each Bidder must furnish with its Bid a bid bond or a cashier's check payable to the JAA for 5% of the bid price as a surety that the Bid will not be withdrawn for ninety (90) calendar days from date of bid opening. A bid bond must be secured from and executed by a surety duly licensed to do business in the State of Florida. Failure to furnish the bond, including power of attorney, if required, may result in rejection of the Bid.

The bid bond will be returned to the unsuccessful Bidder(s) after the Contract has been approved and awarded.

The bid bond will be returned to the successful Bidder upon JAA final acceptance of the TRAILER MOUNT Z BOOM LIFT.

1.19 EVALUATION AND AWARD

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

Within ten (10) days after notice of award is made, the successful Bidder will be given a JAA purchase order and Bidder must acknowledge receipt. Award will not be binding until this purchase order has been received and acknowledged by the Bidder to contain the terms of the contract. Bidder terms different from JAA's (on JAA purchase order or contained in the Contract) will not be allowed.

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 JAA's Administration Building, 14201 Pecan Park Road, 1st Floor, Jacksonville, FL 32218.

1.21 PROTEST PROCEDURES

Any Bidder with standing who is adversely affected during this ITB solicitation process may file a Notice of Protest, including all particulars of facts and law on which standing is asserted and on which the protest is based. This notice must be in writing and addressed to JAA, Attn: Procurement Director, 14201 Pecan Park Road, 2nd Floor, Jacksonville, FL 32218. A notice of protest shall be filed within five (5) business days after any action taken by JAA's Awards Committee, Executive Director and CEO, or Board. It is the sole responsibility of the firm to determine the date and time any action is taken by JAA.

Receipt of a protest will be acknowledged by letter. The administrative procedures that will be followed by JAA will be provided to the Protester in writing.

1.22 EXECUTION OF THE AGREEMENT

Within ten (10) business days after Notice of Award, the successful Bidder 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 ten (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 Bidder or this solicitation may be re-advertised. The Bidder 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.

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ARTICLE II – GENERAL CONDITIONS

2.01 DEFINITIONS

AUTHORITY – Jacksonville Aviation Authority

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

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

CECIL – Cecil Airport

CONTRACT – The Contract consists of the document labeled “Specifications for a Trailer Mount Z Lift, ITB Number 12-19-45133”; Bidder’s Bid; and any Addenda issued prior to and any Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

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

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

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

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

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

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

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

SBE – Small Business Enterprise.

TSA – Transportation Security Administration.

2.02 SPECIFICATIONS OF ITEMS

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

2.03 DEVIATIONS TO SPECIFICATIONS

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

2.04 LEGAL REMEDIES AVAILABLE TO JAA

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

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

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

2.05 INDEMNIFICATION

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

To the fullest extent permitted by law, the Bidder 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 Bidder'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 Bidder, Bidder's Subcontractor(s) or anyone directly or indirectly employed or hired Bidder, or anyone for whose acts Bidder may be liable. JAA reserves the right, but not the obligation, to participate in defense without relieving Bidder of any obligation hereunder.

2.06 WARRANTY

- A. Bidder shall provide a minimum of one (1) year warranty on all parts or as provided by the manufacturer, whichever is greater.

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

2.07 ACCEPTANCE OF ITEMS

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

2.08 COMPENSATION

Compensation will be paid in accordance with the Bidder's bid price submitted on the Bid Form and accepted by JAA, subject to post bid negotiations, value engineering, etc. An original and one copy of 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 will be processed in accordance with normal JAA procedures, which is thirty (30) days net after receipt of an approved invoice.

JAA, at its sole discretion, may authorize advance payments, deposit or partial payments.

2.09 DELIVERY OF ITEMS

The TRAILER MOUNT Z BOOM LIFT must be delivered within the agreed upon time. Failure to do so may result in JAA obtaining the TRAILER MOUNT Z BOOM LIFT from another source and possible termination of the contract. Any additional costs incurred by JAA in obtaining the TRAILER MOUNT Z BOOM LIFT from another source, shall be reimbursed to JAA by the contract awarded Bidder as a result of its breach of the agreed upon delivery time. Any agreement by JAA to waive all or part of delivery must be agreed to in writing by both parties.

2.10 ASSIGNMENT

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

2.11 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 Bidder 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. Bidder will have the option to meet or exceed any such safety standard.

2.12 NO INDIVIDUAL LIABILITY

No member, officer, agent, director or employee of JAA or Bidder 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.

2.13 ARTICLE/SECTION HEADING

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

2.14 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the Contract, the provisions of JAA's ITB Number 12-19-45133 and Bidder's Bid, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) the Contract; 2) JAA's ITB Number 12-19-45133, 3) Bidder's Bid, and 4) the Purchase Order.

2.15 GOVERNING LAW AND VENUE

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

2.16 NONWAIVER

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

2.17 ENTIRE AGREEMENT

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

2.18 TIME REQUIREMENT

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

2.19 DAMAGES

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

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ARTICLE III – SPECIAL CONDITIONS

3.01 TECHNICAL DOCUMENTATION

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

3.02 SPECIFICATION EXCEPTIONS, OMISSION, OR ERRORS

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

3.03 ADVERTISING

Except for an emblem installed by the manufacturer identifying manufacturer and model, and Conversion Company, no emblem, logo, tag or other device or design promoting the dealer or Bidder may be affixed in any manner to any TRAILER MOUNT Z BOOM LIFT delivered under this ITB.

3.04 PRICE

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

3.05 APPROVED EQUIVALENTS

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

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

3.06 ACKNOWLEDGMENT OF ORDER

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

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

- B. Acknowledgment of receipt of an order will constitute an agreement by the Bidder to deliver the TRAILER MOUNT Z BOOM LIFT listed on the purchase order under the terms and conditions of this contract. Failure of Bidder to acknowledge receipt of a purchase order will be considered acceptance by

default and the Bidder will be held responsible for delivering the TRAILER MOUNT Z BOOM LIFT requested.

3.07 DELIVERY

- A. The TRAILER MOUNT Z BOOM LIFT should be delivered to JAA, 14110 Pecan Park Road, Jacksonville, FL 32218.
- B. Bidder will notify JAA personnel designated on the purchase order no less than twenty four (24) hours prior to delivery. Delivery will be accepted only between 8:00 AM and 12:00 PM (local time) and 1:00 PM and 4:30 PM (local time) on JAA normal work days. Delivery not complying with these requirements may be rejected and will have to be redelivered at Bidder's expense.

3.08 ACCEPTANCE

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

Should the delivered TRAILER MOUNT Z BOOM LIFT differ in any respect from specifications, payment will be withheld until such time as the Bidder completes necessary corrective action.

JAA Procurement Department will notify the Bidder of any deviation in writing within ten (10) business days after the delivery and the provisions of this paragraph will prevail. If the proposed corrective action is not acceptable to JAA, JAA may refuse final acceptance of the TRAILER MOUNT Z BOOM LIFT, in which case the TRAILER MOUNT Z BOOM LIFT will remain the property of the Bidder and JAA will not be liable for payment for the same or any portion thereof. JAA will also not be liable for any damage caused by or to the TRAILER MOUNT Z BOOM LIFT.

The Trailer Mount Z Boom Lift will be delivered with each of the following documents completed/included:

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

3.09 DISCREPANCIES AT DELIVERY

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

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

ARTICLE IV – TECHNICAL SPECIFICATIONS

4.01 GENERAL

JAA intends to purchase a TRAILER MOUNT Z BOOM LIFT. The Bids will be publicly opened at JAA Administration Building, 14201 Pecan Park Road, Jacksonville, FL, at the above-mentioned Bid Opening date and time. The TRAILER MOUNT Z BOOM LIFT must be new, not used or a demo, with full manufacturer warranty. The TRAILER MOUNT Z BOOM LIFT must meet the minimum acceptable specifications.

4.02 MINIMUM SPECIFICATIONS

The Trailer Mount Z Boom Lift purchased through this ITB must come with all the standard equipment specified by manufacturer and this ITB.

1. DC powered with on board charging system.
2. Working height 55ft.
3. Reach length 29 ft.
4. Lift Capacity 500 lbs.
5. Automatic leveling system
6. Non-marking outrigger foot pads
7. Spare tire
8. Wheel chocks
9. Bulldog type 2" trailer coupler
10. Hydraulic surge brakes on trailer axle
11. Full DOT light package for use on highway
12. Battery charge indicator
13. Operational warning light package, strobe light
14. Self-leveling work platform with hydraulic rotation
15. A/C wiring to platform
16. Tool tray
17. Horn
18. Auxiliary down pump

4.03 CONDITIONS

- A. In addition to equipment specified by this specification, the TRAILER MOUNT Z BOOM LIFT will be equipped with all standard equipment as specified by the manufacturer for the model contemplated hereunder, and will meet all Standards Compliance requirements.
- B. The successful Bidder will be responsible for delivering a TRAILER MOUNT Z BOOM LIFT that is new, properly serviced, clean, and in first class operating condition.
- C. A manufacturer's operator manual and maintenance instructions must be delivered with the TRAILER MOUNT Z BOOM LIFT.
- D. The TRAILER MOUNT Z BOOM LIFT shall be completely assembled and shall have been thoroughly tested, and be ready for operation upon delivery.
- E. The unit covered by this specification will be the manufacturers' latest basic production model and will at a minimum be equipped with all standard equipment in accordance with the manufacturers' latest literature. Bidder must supply a unit that either meets or exceeds all the requirements included in the applicable technical specifications.
- F. The Bidders must clearly substantiate that the TRAILER MOUNT Z BOOM LIFT bid meets or exceeds the requirements of these specifications.

- G. JAA hereby reserves the right to consider and evaluate responses to this solicitation in accordance with manufacturers' literature and/or information that is in possession of JAA, if the literature or information supersedes manufacturers' literature or information submitted by the Bidder.
- H. Bidders will be required to provide any information requested on the price sheets, such as manufacturer and model numbers for various components, and failure or refusal to provide the same may result in a bid rejection. All equipment, options, and features provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

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

ARTICLE V- BID FORM

Bidder's Name: _____

CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED

BIDDER SHALL SUBMIT ONE (1) ORIGINAL BID AND THREE (3) COPIES OF THE ORIGINAL DOCUMENTS. ENVELOPE ONE SHOULD CONTAIN ORIGINAL DOCUMENTS and BE LABELED "ORIGINAL" AND ENVELOPE TWO SHOULD CONTAIN COPIES AND BE LABELED "COPIES".

All prices to be FOB, **14110 Pecan Park Road, Jacksonville, FL 32218**. A twenty-four (24) hour advance delivery notice is required. JAA will not pay any transportation, insurance and/or import charges.

A. Reference Verification Form (Exhibit C): Provide references from three (3) previous or current customers which Bidder has provided the Trailer Monted Z Boom Lft, including contact name, address and phone number. **(Exhibit C)**

- B. Bid Bond 5% of Bid Price
- C. Conflict of Interest Certificate (Exhibit A)
- D. Local Preference Policy Verification Form (Exhibit B)
- E. Warranty terms and conditions. - By initialing here, Bidder acknowledges that it will meet or exceed the warranty requirements of section 2.06, hereof: Bidder's Initial: _____
- F. Delivery time in days after receipt of purchase order: _____ (Maximum 30 days)
- G. Certification of Compliance and Purchase Order form (Attachment #2)
- H. Copy of Pre-Delivery Service Report / Calibration Data and Certification
- I. Manufacturer's Certificate of Origin
- J. Operator's Manual / Maintenance Manuals with technical specifications highlighted
- K. Addendum Acknowledgement, if applicable

Acknowledgment of the following Addenda is hereby made:

Addenda No. _____ Date: _____

- L. 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

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

ARTICLE V- BID FORM

Bidder's Name: _____

Checklist (Continued)

| | | | |
|----|------------------------------|--|-----------------|
| N. | Bid Price: | Award will be based on total bid cost | |
| | | | Price |
| | 1 Trailer Mount Z Boom Lft | | \$ _____ |
| | Delivery Fee (if applicable) | | \$ _____ |
| | Total: | | \$ _____ |

O. Bidder Certification and Signature:

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

P. Bid Form Signature:

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

Bidder Name: _____

Authorized Agent's Signature: _____ Date: _____

Printed Name: _____ Email: _____

Title: _____

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

Federal Identification Number: _____

Remittance Address: _____

Telephone Number: _____ Fax Number: _____

EXHIBIT A

CONFLICT OF INTEREST CERTIFICATE

Bidder 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 Executive Director's / 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 Bidder: _____

ATTACHMENT 1

ACKNOWLEDGMENT OF ORDER

JAA Contact Person: _____ Phone: _____

JAA Purchase Order Number _____ was received on _____.

In accordance with JAA Bid Number 12-19-45133 the order was placed with the manufacturer (if applicable) on _____ and assigned production number _____ (production/serial number).

Please reference your purchase order number or the production number if an inquiry is necessary.

NAME: _____

ADDRESS: _____

AUTHORIZED AGENT'S SIGNATURE: _____

PRINTED NAME: _____

EMAIL: _____

TITLE: _____ DATE: _____

COMMENTS: _____

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

ATTACHMENT 2

CERTIFICATION OF COMPLIANCE AND PURCHASE ORDER

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

- A. The Trailer Mount Z Boom Lift meet or exceed all of the requirements of the specifications contained in JAA, ITB # 12-19-45133
- B. The purchase order has been reviewed and the Trailer Mount Z Boom Lift meets or exceeds all of the applicable requirements.
- C. The Price Sticker or Manufacturer's Invoice will be delivered with the Trailer Mount Z Boom Lift.
- D. The Pre Delivery Inspection form will be delivered with the Trailer Mount Z Boom Lift.
- E. The Operation and Maintenance Manual will be delivered with the Trailer Mount Z Boom Lift.
- F. The Warranty Certification will be delivered with the Trailer Mount Z Boom Lift.
- G. Copy of Purchase Order will be delivered with the Trailer Mount Z Boom Lift.

Serial Number #: _____ Purchase Order #: _____

Manufacturer: _____ Model: _____ Year: _____

Vendor Name: _____

Inspected By: _____ Date: _____

Authorized Agents Signature: _____

Printed Name: _____

Email: _____

I do hereby certify that I have inspected the above equipment and agree that the equipment is new and meets the stated requirements.

Name: _____ Date: _____

Title: _____

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

NO BID FORM

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

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

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

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

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

Comments: _____

Name of Firm: _____

Signature: _____

Printed Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____

**EXHIBIT B
LOCAL BUSINESS VERIFICATION FORM**



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
REFERENCE FORM**



JAA
Jacksonville
Aviation
Authority

EXHIBIT C

REFERENCE FORM

Trailer Mount Z Boom Lift

ITB # 12-19-45133

Company Name: _____

Contact Name: _____

Contact Title: _____

Contact Phone Number: _____

Contact Fax Number: _____

Contact Email Address: _____

Type of Services Provided: _____

Date Services Performed: Start Date: _____ End Date: _____

Size of Facility: _____ Contract Value: \$ _____