



# 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.



## INVITATION TO BID (ITB) No.: 19-24-45123

*Purchase of Ground Power Unit (GPU) and Preconditioned Air System (PCA)  
FOR THE JACKSONVILLE AVIATION AUTHORITY*

**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](mailto:monica.frazier@flyjacksonville.com) Phone: 904.741.2359

**BID NUMBER 19-24-45123**

**Purchase of Ground Power Unit (GPU) and Preconditioned Air System (PCA) for Jet Bridges**

**for the  
JACKSONVILLE AVIATION AUTHORITY**

Bids will be received by the Jacksonville Aviation Authority (JAA) until 2:00 PM (local time) on March 20, 2019 at which time they will be opened at JAA's Administration Building, 14201 Pecan Park Road, Jacksonville, Florida, for the purchase of ground power unit (GPU) and preconditioned air system (PCA).

All Proposals must be submitted in accordance with Invitation to Bid Number 19-24-45123, which may be obtained after 8:30 AM (local time) on February 27, 2019 from [www.flyjacksonville.com](http://www.flyjacksonville.com) (click on "Bid Opportunities").

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

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## **GENERAL INFORMATION**

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

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

### **SUBMISSION OF BIDS**

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

### **PUBLIC RECORDS REQUIREMENTS**

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

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

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

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

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

### **CONTACT WITH JAA STAFF**

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

## ARTICLE I – INSTRUCTIONS TO RESPONDENTS

### 1.01 RECEIPT AND OPENING OF BIDS

JAA will receive bids in response to this solicitation until March 20, 2019 at 2:00 PM (local time) to purchase a ground power unit and preconditioned air system (the "Commodity"). Bids will be publicly opened at JAA's Administration Building, 14201 Pecan Park Road, Jacksonville, Florida, at the previously mentioned time and date.

### 1.02 DELIVERY OF BIDS

**One (1) original copy (clearly marked "ORIGINAL") and One (1) USB Flash Drive or Compact Disk ("CD")** containing a copy of the complete original response in Adobe PDF format (including the proposal and all required supplemental material listed on the Bid Form) must be submitted in a sealed package. The package must be labeled to read: "ITB 19-24-45123, Purchase of Ground Power Unit and Preconditioned Air System, March 20, 2019, 2:00 PM (local time)," and must be addressed and delivered to JAA, Attn: Procurement Department, 14201 Pecan Park Road, Jacksonville, FL 32218.

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

### 1.03 CONTRACT DOCUMENTS

The Contract Documents give the description of the Commodity to be purchased under this solicitation. The required qualifications of Respondents, other technical information, and the term of the contract are also contained in these documents.

### 1.04 EXAMINATION OF CONTRACT DOCUMENTS AND SPECIFICATIONS

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

### 1.05 OBLIGATION OF RESPONDENTS

The Respondent must become fully aware of the technical specifications of the solicitation. Failure to do so will not relieve a successful Respondent of its obligation to furnish the Commodity at the price bid and in accordance with the delivery terms of the contract. The Respondent must be familiar and comply with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Commodity and must possess and maintain the requisite license(s) to furnish and provide the same. In addition, the Respondent will be held responsible for having satisfied itself from its own personal knowledge and experience or professional knowledge as to the Commodity to be purchased. Therefore, the Commodity 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 Respondent obligations have been satisfied and no subsequent allowance will be made in this regard.

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

## **1.06 ADDENDA - CHANGES WHILE BIDDING**

No interpretation of the meaning of any part of the 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](mailto:monica.frazier@flyjacksonville.com) or US Mail, 14201 Pecan Park Road, Jacksonville, FL 32218. Each Respondent is fully responsible for ensuring that its requests for written interpretations or corrections is timely received, and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method, whether by Email, US Mail, public carrier or otherwise.

**All requests must be received by 5:00 PM (local time) at least five (5) business days (March 14, 2019) 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 posted on the JAA website, [www.flyjacksonville.com](http://www.flyjacksonville.com). However, it is the responsibility of each Respondent, prior to submitting its Bid, to contact JAA Procurement Department at (904) 741-2359 to determine if any Addenda were issued and to make such Addenda a part of its Bid. In case any Respondent fails to acknowledge receipt of any such Addenda in the space provided on the Bid Form, its Bid will nevertheless be construed as though the Addenda has been received and acknowledged. Only the interpretations or corrections so given by JAA Procurement Department in writing will be binding, and prospective Respondents are advised that no other source is authorized to give information concerning, or to explain or interpret the ITB Documents.

## **1.07 PREPARATION OF BID**

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

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

## **1.08 WITHDRAWAL OF BIDS**

Any Bid may be withdrawn by written request of the Respondent until the date and time established herein for opening of the Bids. Any Bid not timely withdrawn will, upon opening, constitute an irrevocable offer for a period of 90 days (or until one or more of the Bids have been duly accepted by JAA, whichever is earlier) to furnish the goods and /or services contemplated herein. JAA decision and/or action on bids normally will be taken within 60 days after bid opening; however, no guarantee or representation is made as to the time between the bid opening and the subsequent JAA decision and/or action regarding an award. To the extent negotiations are required and the negotiation and/or award process does not result in an executed contract with the top-ranked Respondent, JAA reserves the right to: (i) initiate the same with the next ranked Respondents until such time as an executed contract results; or (ii) otherwise proceed as permitted pursuant to its Procurement Code.

## **1.09 MANDATORY RESPONDENT CRITERIA (NOT APPLICABLE)**

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

### **1.10 RESPONSIBLE RESPONDENT CRITERIA**

While the general basis of award for this solicitation will be price. JAA will examine each timely received bid against the factors listed below for a determination of responsiveness. Respondents 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.

### **1.11 DISQUALIFICATION OF RESPONDENTS**

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

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

### **1.12 REJECTIONS OF IRREGULAR BIDS**

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

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

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

### **1.14 PUBLIC ENTITY CRIME**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity;

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

#### **1.15 PRE-BID MEETING (NOT APPLICABLE)**

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

#### **1.16 LOCAL PREFERENCE PROGRAM**

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**.

#### **1.17 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

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

**A PARTICIPATION GOAL OF 15% IS ESTABLISHED FOR THIS PROJECT.**

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

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

47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

### **1.19 BID BOND**

Each Respondent must furnish with its Bid a bid bond or a cashier's check payable to JAA in the amount of **15 percent (15%)** of Respondent's total Bid price as a surety that: (i) the Bid will not be withdrawn for ninety (90) calendar days from date of bid opening; and (ii) Respondent will enter into a binding contract to do the work as proposed and in accordance with the solicitation documents. By submitting a bid, Respondents generally acknowledge that their bid bonds will not be excused by mistakes or errors in computation or discharged until a contract has been executed and, if required hereunder, a properly executed payment and/or performance bond is provided and accepted in lieu of the bid bond. To the extent the successful bidder fails to enter into a formal contract, it will forfeit its bid bond. Any bond required hereunder must be secured from and executed by a surety duly licensed to do business in the State of Florida. Failure to furnish the bond, including power of attorney, if required, may result in rejection of the Bid.

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

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

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>

**IT IS THE SOLE RESPONSIBILITY OF THE RESPONDENT TO KNOW AND DETERMINE THE DATE AND TIME ANY INTENDED DECISION, RECOMMENDATION, OR ACTION IS TAKEN OR POSTED BY JAA.**

### **1.21 PUBLIC MEETING REQUIREMENTS**

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

### **1.22 PROTEST PROCEDURES**

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

**IT IS THE SOLE RESPONSIBILITY OF THE PROTESTANT TO KNOW AND DETERMINE THE DATE AND TIME ANY INTENDED DECISION, RECOMMENDATION, OR ACTION IS TAKEN OR POSTED BY JAA.**

**1.23 EXECUTION OF THE AGREEMENT**

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

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

## ARTICLE II – GENERAL CONDITIONS

### 2.01 DEFINITIONS

**AUTHORITY** – Jacksonville Aviation Authority

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

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

**CECIL** – Cecil Airport

**CONTRACT** – The Contract consists of the document labeled Specifications for the Commodity, ITB Number 19-24-45123; Respondent's Bid; and any Addenda issued prior to and any Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

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

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

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

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

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

**DBE** – Disadvantage Business Enterprise.

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

**FAA** – Federal Aviation Administration.

**HERLONG** – Herlong Recreational Airport

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

**JAA** – Jacksonville Aviation Authority

**JAX** – Jacksonville International Airport

**JAXEX** – Jacksonville Executive at Craig Airport

**JSEB** – Jacksonville Small Emerging Business

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

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

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

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

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

**SBE** – Small Business Enterprise.

**TSA** – Transportation Security Administration.

## **2.02 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 Respondent, 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 Respondent 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 Respondent 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 Respondent agrees to indemnify, defend and hold harmless JAA, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the

performance or furnishing of Respondent's work or services under this Agreement; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the Respondent, Respondent's Subcontractor(s) or anyone directly or indirectly employed or hired Respondent, or anyone for whose acts Respondent may be liable. JAA reserves the right, but not the obligation, to participate in defense without relieving Respondent of any obligation hereunder.

## **2.06 INSURANCE**

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

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

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

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

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

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

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

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

**Umbrella or Excess Liability:** Contractor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. CONTRACTOR agrees to endorse JAA as an "Additional Insured" on the Umbrella or Excess Liability,

unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure "True Follow-Form" basis.

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

## **2.07 WARRANTY – MINIMUM REQUIREMENTS**

- A. Respondent shall provide a minimum of one (1) 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 (5%) five percent.
- B. Respondent shall have a minimum of one (1) year warranty on all workmanship once approved by JAA.

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.

## **2.08 ACCEPTANCE OF ITEMS**

Any portion of the Commodity 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 Commodity. A reasonable opportunity must be allowed for inspection. Arrangements for the return shipment of any defective portion of the Commodity are the responsibility of the vendor, and will be solely at vendor's expense.

## **2.09 COMPENSATION**

Compensation will be paid in accordance with the Respondent's quotation price submitted on the Bid Form and accepted by JAA, subject to post quotation negotiations, value engineering, etc. The invoice, which must reference the purchase order number, should be mailed to JAA, Attn: Accounts Payable, 14201 Pecan Park Road, Jacksonville, FL 32218. Invoices may also be submitted via email to: [accountspayable@flyjacksonville.com](mailto:accountspayable@flyjacksonville.com). Invoices will be processed in accordance with normal JAA procedures, which is 30 days net (20 days net for certified small businesses) after receipt of an approved invoice. JAA, at its sole discretion, may authorize advance payments, deposit or partial payments.

## **2.10 ACH PAYMENT PARTICIPATION ACKNOWLEDGEMENT**

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

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

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

## **2.11 DELIVERY OF ITEMS**

The Commodity must be delivered within the agreed upon time. Failure to do so may result in JAA obtaining the Commodity from another source and possible termination of the contract. Any agreement by JAA to waive all or part of delivery must be agreed to in writing by both parties.

## **2.12 ASSIGNMENT**

The Respondent 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 Respondent assign any monies due or to become due it hereunder without the prior written consent of JAA.

## **2.13 SAFETY STANDARDS**

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

## **2.14 NO INDIVIDUAL LIABILITY**

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

## **2.15 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.

## **2.16 ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of the Contract, the provisions of JAA's ITB Number 19-24-45123 and Respondent'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 19-14-45123, 3) Respondent's Bid, and 4) the Purchase Order.

## **2.17 GOVERNING LAW AND VENUE**

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

## **2.18 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.

## **2.19 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. Respondent agrees that no representations have been made by JAA to induce the Respondent 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.

## **2.20 TIME REQUIREMENT**

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

## **2.21 DAMAGES**

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

## **2.22 SUBCONTRACTORS**

If Subcontractors are to be used, the Respondent will, as soon as practicable after signing the Contract, notify JAA in writing the names, address and contact information of Subcontractors proposed for the work. Subcontractors will not be employed unless and until they are approved by JAA. The Respondent is as fully responsible to JAA for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. It is the responsibility of the Respondent to ensure that Subcontractors comply with all terms and conditions of this Contract. Nothing contained in the Contract documents creates any contractual relationship between the Subcontractors and JAA. JAA requires that all Subcontractors enter into a formal Contract with the prime Respondent that clearly lists all of the agreed upon conditions. The Respondent shall furnish proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

## **2.23 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.

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## ARTICLE III – SPECIAL CONDITIONS

### 3.01 TECHNICAL DOCUMENTATION

The Commodity bid 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 Respondent 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 Respondent from the ultimate responsibility to submit the required technical documentation, nor will any Respondent 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. Respondent 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, no emblem, logo, tag or other device or design promoting the dealer or Respondent may be affixed in any manner to any portion of the Commodity delivered under this ITB.

### 3.04 PRICE

JAA will not accept bids for the Commodity that are higher than the manufacturer's published retail price. If a Respondent's price for the Commodity is found to be higher than the manufacturer's published retail price, the Respondent 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 Respondent 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 Respondent 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 Respondent 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 Respondent receives the purchase order.

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

B. Acknowledgment of receipt of an order will constitute an agreement by the Respondent to deliver the Commodity listed on the purchase order under the terms and conditions of this contract. Failure of Respondent to acknowledge receipt of a purchase order will be considered acceptance by default and the Respondent will be held responsible for delivering the Commodity requested.

### **3.07 DELIVERY**

A. The Commodity should be delivered to JAA, 13981 Pecan Park Road South, Ste. 11, Jacksonville, FL 32218.

B. Respondent 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 Respondent's expense.

### **3.08 ACCEPTANCE**

Delivery of the Commodity 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 Commodity meets contract specifications and the requirements listed below (Documents 1-5).

Should the delivered Commodity differ in any respect from specifications, payment will be withheld until such time as the Respondent completes necessary corrective action.

JAA Procurement Department will notify the Respondent of any deviation in writing within 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 Commodity, in which case the Commodity will remain the property of the Respondent and JAA will not be liable for payment for the same or any portion thereof. JAA will also not be liable for any damages caused by or to the Commodity.

The Commodity 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 a Commodity requires service or adjustments upon delivery, the Respondent 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 Respondent 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 Respondent until the Commodity is satisfactorily accepted by JAA.

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## ARTICLE IV – TECHNICAL SPECIFICATIONS

### 4.01 GENERAL

JAA intends to purchase one ground power unit (GPU) and one preconditioned air equipment (PCA). The Bids will be publicly opened at JAA Administration Building, 14201 Pecan Park Road, Jacksonville, FL. The units must be new, not used or a demo, with full manufacturer warranty. The units must meet the minimum acceptable specifications.

### 4.02 MINIMUM SPECIFICATIONS

**Ground Power Unit (GPU)** is equipment that powers, or starts, aircraft, whilst on the ground. The GPU is dedicated electric power supply, battery supply or combination of both. The GPU unit intended purposes at JAX is to provide power to narrow and wide-body commercial aircraft. JAA is seeking to purchase **one** GPU.

#### **Specifications**

- 180kW or equivalent
- Length: 134 inches
- Width: 62 inches
- Height: 72 inches
- Weight: 5,800

#### **Standard Equipment**

- Diesel and jet fuel capability;
- Pneumatic tires;
- External cable storage and
- 5<sup>th</sup> wheel steering for ideal operation in tight spaces with a tow bar actuated parking braking system
- Aluminum Body and Steel frame

#### **Engine**

- 180kW
- Fuel capacity for up to 8 hours of continuous operation
- Engine protection shut downs standards
- Electronic regulation for fast and accurate response to load
- Full application approval from engine manufacturer

#### **Electrical Characteristics**

- 400Hz 115/200V three phases

#### **Operational Performance**

- Operating ambient temperature: -31 Celsius to 52 Celsius (-24 F to 125 F)
- Operating Humidity 10% RH to 100% RH, non-condensing
- Storage ambient temperature: -31 Celsius to 60 Celsius (-24 F to 140 F)
- Storage Humidity: Up to 100% RH

#### **Optional Equipment**

- External marker lights for night towing
- Operational beacon
- Alarm beacon
- 20 foot – 120 foot 400hz output cable
- 20 foot – 60 foot 28VDC output cable
- Cold weather package
- 28VDC Power
- 600 Amp continuous/2000 Amp peak (engine starting)

**Preconditioned Air System (PCA)** represent the art of air-conditioning parked aircraft by a ground-based system, bringing outside filtered, cooled or heated air into the plane. JAA is seeking to purchase **one** PCA.

**Specifications**

- 60 Ton (nominal) cooling capacity
- Single Output/Mobile (Trailer-Mount)
- Diesel Powered/Tier IV engine
- 40 foot hose 14" with one (1) Hose/Reducer/A/C Coupling

The units purchased through this ITB must come with all the standard equipment specified by manufacturer and this ITB.

**4.03 CONDITIONS**

- A. In addition to equipment specified by this specification, the GPU and PCA 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 Respondent will be responsible for delivering the GPU and PCA in a new, properly serviced, clean and first class operating condition.
- C. A manufacturer's operator manual and maintenance instructions must be delivered with the GPU and PCA.
- D. The GPU and PCA 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. Respondent must supply a unit that either meets or exceeds all the requirements included in the applicable technical specifications.
- F. The Respondents must clearly substantiate that the GPU and PCA 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 Respondent.
- H. Respondents 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.

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

### 5.01 POLICY

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

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

### 5.02 DBE OBLIGATION

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

### 5.03 CERTIFICATION and ELECTION OF STATUS

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

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

### 5.04 ELIGIBILITY

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

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

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

provides detailed guidance on submitting written documentary evidence that satisfies good faith effort criteria. Provide this evidence along with Form 4 (DBE Unavailability Certification).

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

#### **5.05 COMPLIANCE and PENALTIES**

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

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

#### **5.06 PARTICIPATION GOALS**

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

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

**The JAA has determined that DBE participation is 15% for this project.**

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

#### **5.07 CONTRACT AWARD**

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

#### **5.08 SUBCONTRACT CLAUSE**

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

## **5.09 POST AWARD REQUIREMENTS**

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

## **5.10 EXCLUSIONARY AGREEMENTS**

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

## **5.11 SUBSTITUTIONS**

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

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

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

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

## **5.13 PARTICIPATION CATEGORIES**

### A. SUBCONTRACTOR

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

### B. MANUFACTURER

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

### C. SUPPLIER

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

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

D. SERVICES

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

**5.14 CALCULATION OF DBE PARTICIPATION**

The following percentages will be applied in calculating DBE participation:

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

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

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ARTICLE VI- BID FORM

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

(Page 1 of 2)

CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED

RESPONDENT SHALL SUBMIT ONE (1) ORIGINAL COPY (CLEARLY MARKED "ORIGINAL") AND ONE (1) USB FLASH DRIVE OR COMPACT DISK ("CD") (EACH CLEARLY MARKED "COPY"). ENVELOPE SHOULD BE LABELED "ORIGINAL AND FLASH DRIVE".

All prices to be FOB, 13981 Pecan Park Road, Suite 11, 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. Specification sheets for Ground Power Unit (GPU) and Preconditioned Air System (PCA)
B. Bid Bond (five percent (5%) of Respondent's total Bid price)
C. Bid Price. Please provide a detailed price on company letterhead. Company may provide a price on GPU and/or PCA. Award Basis: Lowest price for GPU and/or PCA meeting minimum specifications.
D. Conflict of Interest Certificate (Exhibit A)
E. Local Preference Policy Verification Form (Exhibit B)
F. Disadvantaged Business Enterprise (DBE) (15%) Participation Goal: Submit DBE Form 1 or Form 4, as applicable. In submitting Form 1, Bidders are only required to indicate their actual proposed DBE utilization percentage as opposed to dollar amounts. (Exhibit D)
G. Warranty terms and conditions for both GPU and PCA
H. Location of nearest service facility: \_\_\_\_\_
I. Delivery time in days after receipt of purchase order: \_\_\_\_\_ (Maximum 30 days)
J. Copy of "Purchasers" Purchase Order.
K. Certification of Compliance and Purchase Order form (Attachment #2)
L. Copy of Pre-Delivery Service Report / Calibration Data and Certification
M. Manufacturer's Certificate of Origin
N. Operator's Manual / Maintenance Manuals with technical specifications highlighted
O. Addendum Acknowledgement, if applicable

Acknowledgment of the following Addenda is hereby made:

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

- P. 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

**ARTICLE V- BID FORM**

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

*(Page 2 of 2)*

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

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

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

S. Acknowledgement of ACH Payment acceptance is hereby made:

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

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

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

**U. 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.**

V. 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**

**Sample ACH Vendor Enrollment Form**

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



FORM NO. 2 – DBE PARTICIPANT IDENTIFICATION AFFIDAVIT

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

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

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

I hereby declare and affirm that I am a DBE as defined by the contract documents for Contract No. **19-24-45123**, **Purchase of GPU and PCA**, and that I will provide information to document this fact. This firm is interested in quoting/bidding on the following work being procured by the Jacksonville Aviation Authority under Contract No. **19-24-45123**.

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

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

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

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

ATTACHMENT

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

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

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

(SEAL)

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

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

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

JAA PROJECT: **Purchase of GPU and PCA**

CONTRACT NO.: **19-24-45123**

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

Check One:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I invited the following DBE(s) to bid work items to be performed on JAA project: **Purchase GPU and PCA; Contract No. 19-24-45123.**

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

The following submitted bids which were not acceptable:

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

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

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

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

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

**DBE FORM 5 – MONTHLY REPORT**

DATE \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_

JAA CONTRACT NO: **19-24-45123**

CONTRACT: **Purchase of GPU and PCA**

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

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

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

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

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

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

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

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

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

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

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

**NOTES:**

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

**ATTACHMENT 1**

**ACKNOWLEDGMENT OF ORDER**

JAA Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

JAA Purchase Order Number \_\_\_\_\_ was received on \_\_\_\_\_.

In accordance with JAA Bid Number 19-24-45123 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 GPU and PCA meets or exceeds all of the requirements of the specifications contained in JAA, ITB # 19-24-45123.
- B. The purchase order has been reviewed and the GPU and PCA meets or exceeds all of the applicable requirements.
- C. The Price Sticker or Manufacturer's Invoice with the GPU and PCA.
- D. The Pre Delivery Inspection form with the GPU and PCA.
- E. The Operation and Maintenance Manual with the GPU and PCA.
- F. The Warranty Certification with the GPU and PCA.
- G. Copy of Purchase Order with the GPU and PCA.

-----  
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 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: \_\_\_\_\_