











SMALL CONSTRUCTION, GENERAL REPAIR AND MAINTENANCE SERVICES REQUEST FOR QUOTATIONS (RFQ) No.: 1917-45133

EXTERIOR PAINTING SERVICES: AIRFIELD ELECTRICAL VAULT 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 Phone: 904.741.2359

OVERVIEW

The Jacksonville Aviation Authority (JAA) is seeking a company to the services as defined in the **"Scope of Services, Minimum Requirements"** stated below.

For the purpose of RFQ No. 1917-45133, the following terms are used interchangeably: a) "Bid" and "Quotation"; b) "Contractor" and "Respondent".

SCOPE OF SERVICES

The Contractor shall provide services to include, but are not limited to the services as follows:

EXTERIOR PAINTING SERVICES FOR THE AIRFIELD ELECTRICAL VAULT

The Contractor shall be responsible for painting the exterior building surfaces. The services include, but are not limited to, the following:

- A. Surface preparation to eliminate grim, dust, debris and loose paint currently on exterior surface. Pressure washing will be an acceptable method for surface preparation.
- B. Any holes or surface imperfections need to be patched and filled prior to exterior painting.
- C. Prime and paint exterior surfaces.
- D. Primer to use: Sherwin Williams 646 Macropoxy.
- E. Primer coat formula should seal and protect foundation. Protect against cracking and weathering.
- F. Paint to use: Sherwin Williams 218 Acrolon Polyurethane. Apply one (1) coat.
- G. Pressure wash all perimeter concrete surfaces surrounding the building.
- H. Clean all exterior glass and windows after painting projects is complete to remove debris, calcium deposits and hard water spots.

PAINT REQUIREMENTS

Contractor will apply one primer coat and one finish coat on surfaces.

Paint color to match existing. Sample and specifications of paint color to be submitted with quote.

MANDATORY SITE VISIT

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

JAA scheduled a <u>MANDATORY</u> site visit for March 6, 2019 10:00 AM (local time). The meeting location JAA Administration Offices, 14201 Pecan Park Road, Jacksonville, Florida 32218. The point of contact is Monica M. Frazier, 904.741.2359.

The Contractor is responsible for all measurements and should bring all necessary tools to take measurements to the site visit.

CONDITIONS AND WORK HOURS

- A. Respondent shall maintain a safe work environment with minimum dust and debris generation and disruption to the airport customers.
- B. Respondent shall perform services Monday Friday, 7:30AM 5:00PM (local time) until the project is completed and approved by the JAA Contract Administrator.
- C. The Respondent will not commence services on the building until:
 - a. The proposed work has been coordinated with and approved by the JAA Inspector and;
 - b. Any and all required security and safety measures and temporary markings are in place.
- D. Surface preparation cleaning chemicals used on surfaces in areas of plants and grass shall not be harmful to vegetation and shall be biodegradable. All Material Safety Data Sheets for chemicals used under this contract must be submitted with proposal or prior to use.
- E. Any area where chemicals are used must be thoroughly washed down upon completion to remove residual chemicals.
- F. If pressure washing any surfaces, hover covers are required when cleaning to minimize overspray of hot water and cleaning agents on materials and motor vehicles.
- G. Lifting equipment will be required by the Respondent, the equipment must meet OSHA standards and should have a working range of 0 to 30 feet above ground level to enable cleaning of terminal high surfaces.
- H. All equipment shall be OSHA approved, in working condition and solely at the Respondent's expense. Respondent is responsible for the transportation of such equipment at no additional expense to the JAA.
- I. All vehicles must be cleared in areas where painting is occurring.
- J. All employees/subcontractors/independent operators of the Contractor assigned to this project must obtain a JAX security badge. JAX Badge is required for the duration of the project. All fees associated with obtaining the badge is the sole responsibility of the Contractor, including any loss/replacement costs.

PERFORMANCE STANDARDS

- A. Respondent is required to provide all services and supplies of sufficient quantity and quality to achieve the quality performance standards prescribed in the specifications herein.
- B. The Respondent is required to use its professional experience and best judgement to determine the actual quantities of labor, equipment and materials required to meet the performance specifications.
- C. The JAA Inspector will use the following standards to evaluate the performance of the Respondent:

- 1. Site Cleanliness and Condition: Absence of dirt, oil, tar, chewing gum, bird droppings, algae and any other deposits of film which may be present on the surface or window.
- 2. Sufficient materials and equipment.
- 3. Safety Practices.
- 4. Protection of Airport property.
- 5. Protection of passengers, tenants and their respective property and safety.

RESPONDENT RESPONSIBILITIES

- A. Special care shall be exercised around all existing utilities including, but not limited to electrical outlets, lighting and telephones. Should interruption of existing utility service become necessary at any time, prior approval from JAA Inspector or designee is required.
- B. Respondent shall erect and maintain barricades and sufficient safeguards around all walkways; they shall place sufficient signs or other warnings at or near the work to control, warn and to protect against injury or damages to pedestrians and vehicular traffic. All work shall be fully protected at all times, so the areas are left clean and passable where required for public use.
- C. Respondent shall provide at all times access to all vehicular and pedestrian traffic areas in activity and passage. No facility shall be cut off by the Respondent activities on a permanent basis. All temporary interruptions of access shall be scheduled with the concurrence of the parties affected, to hours of least interference.
- D. Respondent shall provide experienced and knowledgeable workers with the equipment necessary to provide the services of this contract.
- E. Respondent shall provide on-site supervision of its employees performing work under this contract.
- F. Respondent shall preserve and protect all existing vegetation (such as trees, shrubs, plants and grass) on or adjacent to the site of work which is not to be removed and which does not unreasonably interfere with the Contractor's work.
- G. Respondent is not allowed to store equipment at the job site without written approval from JAA Inspector or designee.
- H. Respondent shall maintain a clean and trash free work area at all times.
- I. Respondent shall take care to avoid all painted surfaces, structures and other facilities in the area of work which are subject to damage during the services. Any cost for repairs of damage shall be the responsibility of the Respondent.
- J. All sidewalk drains must be left clog free upon completion of paint and pressure cleaning.
- K. All areas to be cleaned must be left without standing water on any surfaces traveled by pedestrians.
- L. Respondent shall report to the JAA Inspector or designee when entering and leaving JAA property. Upon completion of services for the day, the Respondent is required to check out with the same procedures. In addition to reporting to the JAA Inspector, an airport property check-in and check-out process has been defined. Upon entering Jacksonville International Airport Facility (JIA/JAX), staff/ technician must contact JAA Communication

Center (904) 741-2020 and provide company name, technician name, contract name and area(s) that will be serviced for that day.

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

ADDENDA - CHANGES WHILE QUOTING

No interpretation of the meaning of any part of the RFP or other Contract Documents, or corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Respondent orally. All requests for written interpretations or corrections **MUST** be submitted in writing and addressed to JAA's Procurement Department, Attn: Monica M. Frazier. Requests may be transmitted via email, <u>monica.frazier@flyjacksonville.com</u> 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 for must be received by March 11, 2019 12:00 PM (local time) in order to be given any consideration.

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

LOCAL PREFERENCE PROGRAM

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

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

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

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

SMALL/MINORITY/DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

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

INDEMNIFICATION

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

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

INSURANCE

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

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

Business Automobile Liability: Respondent agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 or \$500,000 (non-AOA access) Each Occurrence. Respondent further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Respondent does not own automobiles, Respondent agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. In the event the Respondent requires AOA access, then the Business Automobile Liability Limit will be not less than \$5,000,000.

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

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

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

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

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

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

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

DISPOSALS OF MATERIALS

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

REFERENCES

The Contractor shall submit three references. The references should be submitted on the Reference Questionnaire, **Exhibit D**. JAA may not be used as a reference. **Submittal of references does not apply to JAA Small Construction, General Repair and Maintenance Services – Painting Contractors.**

NOTE: THE RESPONDENT SHOULD SEND THE REFERENCE QUESTIONNAIRE TO THREE REFERENCES. THE PERSON COMPLETING THE REFERENCE QUESTIONNAIRE SHOULD SEAL THE FORM INSIDE AN ENVELOPE AND SIGN THEIR NAME ACROSS THE SEAL. THE SEALED ENVELOPE SHOULD BE RETURNED TO THE RESPONDENT WHO WILL INCLUDE THE REFERENCES WITH ITS ORIGINAL SUBMITTAL. As part of this solicitation, Respondent references are considered very important. As such, JAA will contact and evaluate the responses it receives from each reference provided in response to this solicitation. To the extent the required reference questionnaires are not received, contact with proposed references cannot be made, or the proposed references indicate a lack of knowledge or awareness of Respondent, the same will be negatively reflected in JAA's evaluation and award of points for this factor. Therefore, prior to proposed as references in order to ensure that: (i) their contact information is current and correct; (ii) they are knowledgeable and aware of the issues for which they are being proposed as references; and (iii) they are ready, willing, able and permitted to provide the reference information being sought

WARRANTY ON WORKMANSHIP

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

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

DEFECTIVE WORK

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

EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK

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

ACCESS TO SITE

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

<u>CODES</u>

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

PERMITS AND LICENSES

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

RESULTING CONTRACT TERM

The Contractor shall complete services within 90 days after receipt of the JAA Purchase Order (PO). If this timeline is not acceptable, the Contractor shall submit a timeline for JAA's review and approval with its Bid.

The agreement may be terminated at any time with five (5) days written notice, with or without cause by the JAA.

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

PUBLIC RECORDS REQUIREMENTS

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

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

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

NON-DISCRIMINATION PROVISIONS

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

LIQUIDATED DAMAGES

- A. Should the Contractor or, in the case of his default, the Surety fail to complete the work within the time stipulated, or within such extra time as may have been granted by the JAA, the Contractor or, in the case of his default, the Surety shall pay to the JAA not as a penalty but as Liquidated Damages the amount so due as determined below.
- B. For each day that any part of the work remains unfinished after the expiration of the contract time allowed, the sum per day hereinafter specified shall be deducted from any monies due the Contractor, or if no money is due the Contractor, the JAA shall have the right to recover said sum or sums from the Contractor, from Surety, or from both.
- C. Liquidated damages for failure to complete the work within the specified time for completion shall be **\$250** per Calendar Day.
- D. No bonus will be allowed for early completion of the work under the time specified in Paragraph 1.
- E. Permitting the Contractor to continue and finish the work, or any part of it, after the expiration of the contract time allowed including extensions of time granted to the Contractor shall, in no way, act as a waiver on the part of the JAA, of the Liquidated Damages due under the Contract.

SHOP DRAWINGS AND SAMPLES

- A. Description: Shop drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, Subcontractor or distributor and which illustrate some portion of the work.
- B. The Contractor shall review, stamp with his approval and submit to the JAA three (3) sets of technical information / samples, where required, as described in this section, with reasonable promptness so as to cause no delay in the work.
- C. If the Contractor desires to deviate from the requirements of the Contract Documents, the Contractor shall separately submit all deviations from the requirements of the Contract Documents in shop drawings or samples. The submission shall direct in writing the specific attention of the JAA to the deviations, and shall contain all required data and supporting documentation necessary for an evaluation of the proposed deviation. Any submission or deviation not identified as heretofore mentioned, shall be rejected and require resubmission. Separate written approval of all deviations by the JAA for all design related deviations for all other deviations is required before the Contractor may perform the work covered by such deviation. By requesting a deviation, the Contractor makes the representations contained in this section.
- D. By approving and submitting shop drawings and samples, the Contractor thereby represents that it has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that the Contractor has checked and coordinated each shop drawing and sample with the requirements of the work of the Contract Documents.
- E. Unless otherwise stated in the Contract Documents, the JAA will review and approve shop drawings and samples within ten (10) days after receipt but only for conformance with the design concept of the project and with the information given in the Contract Documents. The JAA's approval of a separate item shall not indicate approval of an assembly in which the item functions.

- F. The Contractor shall make corrections required by the Engineer and shall resubmit the required number of corrected shop drawings or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the JAA on previous submissions.
- G. The JAA's approval of shop drawing or samples shall not relieve the Contactor of responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has informed the JAA in writing of such deviation at the time of submission and the JAA has given written approval to the specific deviation. The JAA's approval shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.
- H. The submittal will be reviewed for design intent and general compliance with the information contained in the drawings and specifications. The Contractor is responsible for dimensions, quantities, fabrication processes and methods of constructions, coordination of the Contractor's work with that of all trades. The Contractor shall be responsible for satisfactory performance of his work and supplying a complete and operational system.
- I. No portion of the work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by the JAA. All such portions of the work shall be in accordance with approved shop drawings and samples.
- J. The Contractor is responsible for any delays in job process accruing directly or indirectly from late submissions or resubmissions of shop drawings, product data, or samples. The JAA shall be reimbursed all costs to review any re-submittal subsequent to the second submittal.

SUBCONTRACTORS

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

PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

Generally, when the Respondent receives payment from JAA for labor, services or materials furnished by Subcontractors and suppliers hired by JAA, the Respondent shall remit payment due (less proper retainage) to those Subcontractors and suppliers within 20 calendar days after Respondent's receipt of payment from JAA. Nothing herein shall prohibit Respondent from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, the Respondent may withhold the disputed portion of any such payment only after Respondent has provided notice to JAA and to the Subcontractor and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii)

state the amount in dispute, (iii) specifically describe the actions required to cure the dispute, (iv) be delivered to JAA and to the said Subcontractor or supplier within 10 calendar days after the Respondent's receipt of payment from JAA. The Respondent shall pay all undisputed amounts due within the time frames specified in this section.

EVALUATION AND AWARD

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

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

TIME REQUIREMENT

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

COMPENSATION

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

ACH PAYMENT PARTICIPATION ACKNOWLEDGEMENT

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

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

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

CONFLICT OF INTEREST CERTIFICATE

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

CONTRACT

JAA will issue a Purchase Order to the successful Respondent. Respondent shall acknowledge acceptance of the Purchase Order. Respondent's acceptance is when the contract deliverables time starts and shall be in accordance with RFQ No. 1917-451233 and the Respondent's Bid.

DELIVERY OF QUOTATIONS

ALL QUOTATIONS MUST BE SUBMITTED NO LATER THAN MARCH 15, 2019, 2:00 PM (LOCAL TIME).

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

Subject to JAA's discretion to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent, any Quotations received after the above stated time and date will NOT be accepted and/or evaluated. Each Respondent is fully responsible for ensuring that its Quotation is timely received, and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method, whether by email, US mail, public carrier or otherwise.

QUOTATION FORM

The following checklist is provided for convenience. The Respondent is responsible for carefully reviewing the submittal requirements in the RFQ and submits all information requested. JAA will not pay any transportation, insurance and/or import charges.

A. Labor Related Costs

Title/Position Name	<u>\$/Hour</u>	<u># of Hours</u>	<u>Total</u>
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$

\$

TOTAL DIRECT LABOR COSTS

B. <u>Subcontract Costs</u> (Lump –Sum)

Subcontractor Name	Scope/Services to Provide	Total
		\$
		\$
		\$
		\$
TOTAL SUBCONTRACTOR COSTS	\$	
C. <u>Reimbursable Costs</u>		
Materials \$		

Materials	Ψ			
Equipment_	\$			
	\$			
	\$			
	\$			
TOTAL REIMBURSA	BLE COSTS	\$	 	
TOTAL PROPOSAL/0	CONTRACT A	MOUNT \$	 	

QUOTATION FORM

Respondent's Name: _____ (Page 2 of 4)

- E. Respondent shall submit three (3) references which must be submitted on the Reference Questionnaire, Exhibit C. Submittal of references does not apply to JAA Small Construction, General Repair and Maintenance Services – Painting Contractors.
- F. Respondent shall submit Conflict of Interest Certificate, **Exhibit D.**
- G. Respondent shall submit copy of valid State of Florida Department of Agriculture certification/ licenses.
- H. Addendum Acknowledgement, if applicable

Acknowledgment of the following Addenda is hereby made:

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

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

Respondent's Initial:

J. Acknowledgement of ACH Payment acceptance is hereby made:

Respondent's Initial: _____

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

Respondent's Initial: _____

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

Respondent's Initial: _____

M. 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

(Page 3 of 3)

Respondent's Name: _____

O. Bid Certification and Signature:

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

P. 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:	Emai	l:
Title:		
Respondent is a: [] Corporation	on [] Partnership [] Ir	ndividual
Federal Identification Number:		
Remittance Address:		
Telephone Number:	Fa	ax Number:

EXHIBIT A

PICTURES OF AIRFIELD ELECTRICAL VAULT

EXHIBIT B

AIRFIELD ELECTRICAL VAULT DIAGRAM

EXHIBIT C 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
Ву:		
(Affiant's Printed Name)		
He/She is personally known by me or has pr	oduced	as identification.
State of		
Notary seal	(Signed by Nota	ry)
	(Notary's Printed	
	My Commission	Expiries:

EXHIBIT D

REFERENCE QUESTIONNAIRE EXTERIOR PAINTING SERVICES – AIRFIELD ELECTRICAL VAULT

(Page 1 of 2)

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

Reference Name:

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

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

- 2. Please rate your overall satisfaction with the Proposer on a scale of 1 to 5, with 1 being "least satisfied" and 5 being "most satisfied."
- 3. If you answered three (3) or less to the previous question, what could the Proposer have done to improve their rating?

- 4. Please indicate your level of satisfaction with the Proposer's project management structures, processes, and personnel. Use a scale of 1 to 5; with 1 being "least satisfied," and 5 being "most satisfied. _____
- 5. If you answered three (3) or less to the previous question, what could the Proposer have done to improve their rating?

EXHIBIT D

REFERENCE QUESTIONNAIRE EXTERIOR PAINTING SERVICES – AIRFIELD ELECTRICAL VAULT

Contin	ued (Page 2 of 2)
•	er's Name: ame of Company Reference is being submitted)
6.	How long were past services provided or are the services currently being provided (if current, when did Proposer begin providing services?
7.	Would you use the services of the Proposer again? Indicate on a scale of 1 to 5: with 1 being "absolutely not" and 5 being "absolutely yes".
8.	Additional Comments or Feedback:

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

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

Person Responding to Reference Questionnaire:	(Printed Name)	
	(Signature) MUST BE THE SAME AS THE SIGNATURE ACROSS THE ENVELOPE SEAL	
Person's Title:	Phone Number:	
Email:		
Date Reference Form Was Completed:		

- -

EXHIBIT E

JAA'S ACH AUTHORIZATION FORM – DRAFT

EXHIBIT F

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 G

SECURITY REGULATION PACKET

NO BID FORM

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

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

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

We are	e unable to submit a quote at this time c	lue to the following reason	S:
1. We	are unable to provide the nature of the	service/products requeste	d
2.	Requested specifications are too rest	rictive. (Please elaborate)	
3.	We are unable to comply with other te	erms of this invitation/reque	est
4.	Request was not sufficiently clear.		
5.	Other: Please state the reasons in de	tail.	
Comm	nents:		
Name	of Firm:		
Signati	ure:		
	d Name:		
Title:			
	none Number:		
Addres	SS:		
		State:	Zip Code: