



JACKSONVILLE AVIATION AUTHORITY

INVITATION TO BID NUMBER: 12-20-26201

**MULTIFUNCTIONAL COPIER EQUIPMENT
LEASE OR PURCHASE**

**Jacksonville Aviation Authority
Procurement Department
14201 Pecan Park Road, 2nd Floor
Jacksonville, FL 32218
Office: 904.741.2352**

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

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**INVITATION TO BID
Bid Number: 12-20-26201**

**MULTIFUNCTIONAL COPIER EQUIPMENT
LEASE OR PURCHASE**

**for the
JACKSONVILLE AVIATION AUTHORITY**

Bids will be received by the Jacksonville Aviation Authority (JAA) until 2:00 PM (local time), on May 1, 2012 at which time they will be opened at JAA Administration Building, 14201 Pecan Park Road South, Jacksonville, FL, for selecting a company to provide Multifunctional Copier Equipment, Lease or Purchase.

A Pre-Bid Meeting will be held at 10:00 AM (local time), April 17, 2012 at JAA Administration Building, 14201 Pecan Park Road South, Jacksonville, FL 32218.

All Bids must be submitted in accordance with Invitation to Bid Number 12-20-26201, which may be obtained after 8:30 AM (local time) on April 3, 2012 from www.flyjacksonville.com, click on bid opportunities.

GENERAL INFORMATION

REQUEST FOR DISTRIBUTION SHEET AND PRE-BID ATTENDANCE SHEETS

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

SUBMISSION OF BIDS

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

PUBLIC RECORDS REQUIREMENTS

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

REQUESTS FOR BID RESULTS OR AWARD OF CONTRACT

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

CONTACT WITH JAA STAFF

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

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ARTICLE I – INSTRUCTIONS TO BIDDERS

1.01 RECEIPT AND OPENING OF BIDS

The JAA will receive Bids until May 1, 2012 at 2:00 PM (local time) for the purpose of selecting a company to provide Multifunctional Copier Equipment, Lease or Purchase. The decision regarding whether to lease or purchase the Multifunctional Copier Equipment will be made at the sole discretion of JAA. The Bids will be publicly opened at JAA Administration Building, 14201 Pecan Park Road South, Jacksonville, Florida at the previously mentioned time and date.

1.02 DELIVERY OF BIDS

An original and five (5) copies of the Bid and all required supplemental material listed on the Bid Form must be submitted in a sealed package. The package should be labeled to read: "ITB 12-20-26201, Multifunctional Copier Equipment, Lease or Purchase, May 1, 2012, 2:00 PM (local time)", and must be addressed or delivered to JAA, Attn: Procurement Department, 14201 Pecan Park Road South, 2nd Floor, Jacksonville, FL 32218.

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

1.03 CONTRACT DOCUMENTS

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

1.04 EXAMINATION OF CONTRACT DOCUMENTS

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

1.05 OBLIGATION OF BIDDERS

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

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

1.06 ADDENDA – CHANGES WHILE BIDDING

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

All requests must be received by 5:00 PM (local time) at least five (5) business days before the above-mentioned Bid Opening date in order to be given any consideration. All such interpretations and supplemental instructions will be in the form of a written Addenda to the ITB documents, which, if issued, will be posted on the JAA website, www.flyjacksonville.com However, it is the responsibility of each Bidder, before submitting its Bid, to contact JAA Procurement Department at (904) 741-2352 to find out if any Addenda were issued and to make such Addenda a part of its Bid. In case any Bidder fails to acknowledge receipt of any such Addenda in the space provided on the Bid Form, its Bid will nevertheless be construed as though Addenda has been received and acknowledged. Only the interpretation or correction so given by the JAA Procurement Department in writing will be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the ITB Documents.

1.07 PREPARATION OF BID

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

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

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

1.08 WITHDRAWAL OF BIDS

Any Bid may be withdrawn by written request of the Bidder until the date and time established herein for the opening of the Bids. Any Bid not so withdrawn will, upon opening, constitute an irrevocable offer for ninety (90) days (or until one or more of the Bids have been duly accepted by JAA, whichever is earlier) to furnish the goods and/or services contemplated herein. JAA's

decision and/or action on bids normally will be taken within sixty (60) days after bid opening; however, no guarantee or representation is made as to the time between the Bid opening and the subsequent JAA decision and/or action regarding an award.

1.09 MANDATORY BIDDER CRITERIA

Bidders must meet the following mandatory requirements to be considered for the award of the contract. Bidders will address each mandatory requirement specifically in their Bid.

- A. The company or owner of the company must have been in the primary business of providing and servicing Multifunctional Copier Equipment for a minimum of three (3) years immediately prior to the date of the Bid Opening.
- B. References - Submit three (3) references for which the Bidder provides or has provided Multifunctional Copier Equipment. **The Bidder must submit a valid contact name, phone number and email address for each reference. References must be submitted on Exhibit C, Reference Verification.**

1.10 RESPONSIBLE BIDDER CRITERIA

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

A. 5 YEAR LEASE EQUIPMENT BID PRICE

Bidder must submit documentation to include, but not limited to the following:

- 1. Cost for monthly equipment lease.
- 2. Cost based on an allowance number of copies per month, black/white and color.
- 3. Cost based on an amount if **less** than the monthly allowance number of copies made per month, black/white and color.
- 4. Cost based on an amount if **more** than the monthly allowance number of copies made per month, black/white and color.
- 5. Cost based on the **actual** number of copies made per month, black/white and color.
- 6. Lease termination provisions, including termination payment, if applicable.
- 7. Concise details on procedures used for replacing, removing and request for additional Multifunctional Copier Equipment leased under this ITB.

B. PURCHASED EQUIPMENT BID PRICE

Bidder must submit documentation to include, but not limited to the following:

- 1. Itemized cost for equipment.
- 2. Itemized cost for toner supplies.
- 3. Warranty, including details on what is covered in the warranty and what is not covered in the warranty.
- 4. Full Service Maintenance Agreement, including cost and details on what is covered in the maintenance agreement and what is not covered in the maintenance agreement. A copy of the Full Service Maintenance Agreement must be submitted with Bid.

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 DISQUALIFICATIONS OF BIDDERS

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

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

1.12 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 Bidder.

1.13 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.

1.14 PRE-BID MEETING

To help ensure that all Bidders are fully informed of the requirements for this Contract, a Pre-Bid Meeting will be held on April 17, 2012 at 10:00 AM (local time) at JAA Administration Building, 14201 Pecan Park Road South, 2nd Floor, Jacksonville, FL 32218. Bidders are encouraged to submit questions in writing to JAA Procurement Department via facsimile to (904) 741-2350 in advance of the meeting.

1.15 LOCAL PREFERENCE PROGRAM

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

If your business meets the requirement of Local Business or Local Bidder, you must the Local Business Verification Form, **Exhibit D**.

1.16 SMALL BUSINESS ENTERPRISES (SBE) PARTICIPATION

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

1.17 NON-DISCRIMINATION PROVISIONS

The Bidder agrees to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended. The Equal Employment Opportunity Clause in Section 202, paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled Veteran and Veterans of the Vietnam Era, is incorporated herein by a specific reference.

1.18 BID BOND

Each Bidder must furnish with its Bid a bid bond or a cashier's check payable to JAA for \$1,000.00 (one thousand dollars) as a surety that the Bid will not be withdrawn for ninety (90) calendar days from date of bid opening. A bid bond must be secured from and executed by a surety duly licensed to do business in the State of Florida. Failure to furnish the bond, including power of attorney, if required, may result in rejection of the Bid.

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

The bid bond will be returned to the successful Bidder upon execution of the Contract.

1.19 EVALUATION AND AWARD

JAA reserves the right to accept or reject any or all Bids, in whole or in part. JAA reserves the right to award the ITB to the bidder submitting a bid which is most advantageous and in the best interests of JAA. Tie bids will be awarded pursuant to JAA's Local Preference Program and if after its application the tie remains, preference will be given to the Bidder that certifies it has implemented a drug-free workforce program. If a tie still remains, JAA will award the ITB in the manner determined to be in the best interests of JAA. JAA will be the sole judge of the bids and

the resulting award that is in its best interest and its decision will be final. JAA Executive Director/CEO has final approval authority for any resulting agreement. This ITB is subject to the availability of budgeted funds.

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

1.20 PUBLIC MEETING REQUIREMENTS

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

1.21 PROTEST PROCEDURES

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

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

1.22 EXECUTION OF THE AGREEMENT

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

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ARTICLE II – GENERAL CONDITIONS

2.01 DEFINITIONS

AUTHORITY – Jacksonville Aviation Authority

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

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

CECIL – Cecil Airport

CONTRACT – The Contract consists of the document labeled “Specifications for Multifunctional Copier Equipment, ITB Number 12-20-26201”; Bidder’s Bid; and any Addenda issued prior to and any Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

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

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

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

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

COTERMINUS – Two or more lease agreements or contracts linked that all expire or terminate at the same time.

DAYS – Calendar days unless otherwise specified.

DBE – Disadvantage Business Enterprise.

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

FAA – Federal Aviation Administration.

HERLONG – Herlong Recreational Airport

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

JAA – Jacksonville Aviation Authority

JAX – Jacksonville International Airport

JAXEX – Jacksonville Executive at Craig Airport

JSEB – Jacksonville Small Emerging Business

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

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

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

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

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

SBE – Small Business Enterprise.

TSA – Transportation Security Administration.

2.02 SCOPE OF SERVICES AND CHANGES IN SERVICES

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

2.03 CONTRACT TERM

The Contract term will be for an initial one (1) year period, with four (4), one year renewal options available at the sole option of JAA. The Contract may be terminated at any time with thirty (30) days written notification, with or without cause, by JAA. All JAA Contracts are subject to the availability of budgeted funds.

2.04 INDEMNIFICATION

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

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

2.05 INSURANCE

Bidder 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 Bidder is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Bidder under this contract.

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

Worker's Compensation Insurance & Employers Liability. Bidder 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: Bidder 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: Bidder 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 Bidder to enter into a pre-loss agreement to waive subrogation without an endorsement, then Bidder 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 Bidder enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance: Bidder 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 thirty (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 South
Jacksonville, FL 32218

Umbrella or Excess Liability: Bidder 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. Bidder agrees to endorse JAA as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure "True Follow-Form" basis.

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

2.06 RESPONSIBILITIES OF THE BIDDER

- A. A mandatory post award conference will be scheduled after the Contract is awarded which is normally held within ten (10) business days after contract award. The Bidder will furnish the certificates of insurance, copies of licenses, permits and other items required by JAA.
- B. The Bidder will begin the services as described in the Contract upon issuance of a written Notice to Proceed by JAA.
- C. The Bidder is responsible for the professional services, technical accuracy, and timely completion of the services to be provided, and for compliance with all terms and conditions of the Contract.
- D. The Bidder will remain liable for all damages to, or incurred by JAA caused by the Bidder's negligent performance of any of the services furnished under this Contract.
- E. The Bidder represents that it is an independent Contractor and not an employee of JAA, nor are any of Bidder's employees performing services in furtherance of this Contract to be considered employees of JAA. The Bidder is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Bidder will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Bidder.
- F. The Bidder will designate in writing a qualified person(s) to act as its representative. The Bidder's Representative(s) will have authority to act for the Bidder in all matters covered by this Contract. The Bidder's Representative(s) will be authorized to submit written

estimates and any changes to these estimates, make joint inspections with JAA Inspector at time designated by JAA and will be available to meet with JAA during the working hours of JAA and to answer questions for JAA Inspector and JAA Contracting Officer.

G. The Bidder will comply with all provision of the Contract, and will not commence any additional work without submitting a written estimate of charges to the designated JAA Inspector. All charges over this estimate must be pre-approved in writing by JAA Inspector, or payment will only be made for only the original estimated amount.

H. The Bidder will have a competent Bidder's Representative on the job when services are being performed with full authority from the Bidder and who is satisfactory to JAA. All representatives must be thoroughly familiar with the Contract terms as well as the following:

1. Provide an adequate work force to service JAA according to Contract requirements.
2. Provide sufficient backup personnel to cover absenteeism or existing work force hours to compensate for absent personnel to service JAA.

I. If applicable, all employees/subcontractors/independent operators of the Bidder assigned to Jacksonville International Airport (JAX) must obtain a JAA Security Badge, at the sole expense of the Bidder. The Bidder will have the sole responsibility of complying with FAA guidelines, including but not limited to, requiring a ten (10) year employment history and background check, issuance and wearing of security badges. Any fines incurred by JAA for violations of any FAA regulations by Bidder employees will be charged to the Bidder, and if not promptly paid by the Bidder may result in termination of the Contract. See **Exhibit F** for JAA form "Application and Certification Official Signature", which contains details on the issuance, replacement, wearing of security badges, as well as listing the disqualifying crimes for which an employee of the Bidder may not be issued a security badge. Any employee of the Bidder found by JAA to have been issued a security badge in violation of FAA guidelines will be required to immediately surrender their badge and be removed from JAA property.

J. All personnel employed by the Bidder will be competent, trustworthy and properly trained. The Bidder and its employees will be required to comply with all the applicable regulations of JAA. JAA will require the Bidder to remove from JAA property all employees deemed careless, incompetent, or otherwise objectionable and/or detrimental to JAA interests. All personnel assigned to JAA must understand and clearly speak English.

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

K. In addition to all JAA security rules and regulations, the Bidder will inform their employees, and ensure their compliance with the following:

- (1) No illegal weapons are allowed on JAA premises.
- (2) No drugs or other prohibited substances, including alcohol, are allowed on the JAA premises.
- (3) All building regulations concerning smoking.

- L. The Bidder is responsible for the repair or replacement cost of any damage to JAA property. Failure to report the same within the specified time may be cause for termination of this Contract. The Bidder is responsible for reporting, in writing, within twenty-four (24) hours the occurrence of damage to property of JAA or its tenants. Failure to report the same within the specified time may be cause for termination of this Contract.
- M. The Bidders/Subcontractors/Independent Operators employees will not be assisted or accompanied by non-employees during the performance of the Scope of Services.
- N. The Bidder will furnish all equipment and supplies necessary to perform the services of the Contract.
- O. The Bidder is liable for any expense incurred as a consequence of any traffic infraction or parking violations attributable to employees of the Bidder.
- P. The Bidder agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on JAA property at the sole discretion of JAA. This is for the protection of users of the Airport.

2.07 WARRANTY PURCHASED EQUIPMENT – MINIMUM REQUIREMENTS

Bidder shall fully warrant all items furnished from this solicitation against defects in materials and workmanship for a minimum period of one (1) year or as provided by the manufacturer, whichever is greater, from date the equipment is accepted by JAA. Acceptance is defined as when the product is installed, in good working order, made operational in accordance with standard specifications, on-site training is completed and invoice approved for payment. The one (1) year warranty shall be on-site, parts and labor, next business day support and included in the product purchase price. The warranty shall cover material, labor and transportation charges, if any. If applicable, warranty for software includes any upgrades thereto during the warranty period. Warranties of less than one year will not be accepted or considered and may render a Bidder non-responsive.

All products must operate in accordance with the manufacturer's standard specifications and documentation. Should any defects in workmanship or materials, appear during the warranty period, the Bidder shall repair or replace such items immediately upon receipt of notice from JAA at no additional expense.

This ITB 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.

2.08 RESPONSIBILITES OF THE JAA

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

2.09 COMPENSATION

Compensation will be paid in accordance with the Bidder's bid price submitted on the Bid Form. An original and one copy of the invoice, which must reference the purchase order number and

month of service, should be mailed to JAA, Attn: Accounts Payable, 14201 Pecan Park Road, Jacksonville, FL 32218. Invoices will be processed in accordance with normal JAA procedures, which is thirty (30) days net after receipt of an approved invoice.

JAA WILL NOT PAY ANY LATE FEES.

2.10 PERMITS AND LICENSES

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

2.11 JAA'S RIGHT TO TERMINATE CONTRACT

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

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

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

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

This Contract is always subject to availability of budgeted funds.

2.12 ASSIGNMENT

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

2.13 SUBCONTRACTORS

If Subcontractors are to be used, the Bidder will, as soon as practicable after signing the Contract, notify JAA in writing the names of Subcontractors proposed for the work. Subcontractors will not be employed unless and until they are approved by JAA. The Bidder 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 Bidder 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 recommends that all Subcontractors enter into a formal Contract with the prime Bidder that clearly lists all of the agreed upon conditions.

2.14 PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

Generally, when the Bidder receives payment from JAA for labor, services or materials furnished by Subcontractors and suppliers hired by JAA, the Bidder shall remit payment due (less proper

retainage) to those Subcontractors and suppliers within fifteen (15) calendar days after Bidder's receipt of payment from JAA. Nothing herein shall prohibit Bidder 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 Bidder may withhold the disputed portion of any such payment only after Bidder 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 ten (10) calendar days after the Bidder's receipt of payment from JAA. The Bidder shall pay all undisputed amounts due within the time frames specified in this section.

2.15 SAFETY STANDARDS

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

2.16 CHANGES IN PERSONNEL

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

2.17 NO INDIVIDUAL LIABILITY

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

2.18 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.

2.19 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the Contract, the provisions of JAA's ITB Number 12-20-26201 and Bidder's Bid, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) the Contract; 2) JAA's ITB Number 12-20-26201, 3) Bidder's Bid, and 4) the Purchase Order.

2.20 GOVERNING LAW AND VENUE

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

2.21 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.

2.22 ENTIRE AGREEMENT

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

2.23 PROPRIETARY INFORMATION

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

2.24 TIME REQUIREMENT

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

2.25 DAMAGES

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

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ARTICLE III – SCOPE OF SERVICES

3.01 GENERAL OVERVIEW

JAA owns and operates the Jacksonville Airport System which consists of the Jacksonville International Airport serving the commercial passenger and air cargo aviation needs of Northeast Florida and Southeast Georgia; Jacksonville Executive Airport at Craig, serving corporate and general aviation; Herlong Recreational Airport, serving the recreational and sport flyer; and Cecil Airport, ideally suited for major aircraft maintenance, repair and overhaul.

As owner and operator, JAA intends to select a single Bidder to provide Multifunctional Copier Equipment. JAA reserves the right to lease or purchase Multifunctional Copier Equipment at its sole discretion. Bidders should submit bids for a lease option and a purchase option.

All Multifunctional Copier Equipment delivered and installed at JAA must be new, not used or a demo, with full manufacturer warranty.

The Multifunctional Copier Equipment delivered and installed at JAA must meet or exceed the features and capabilities as the current copiers.

All shipments shall be F.O. B. to the designated JAA location. The Bidder shall be responsible for all freight charges and all claims regarding freight charges. The Bidder shall assume all responsibility and incur all liability for all products during transportation. The Bidder incurs all costs for shipping, delivery, installation and setup for all equipment and accessories.

3.02 ESTIMATED QUANTITY AND USAGE HISTORY

JAA currently has 17 copiers (5 Canon / 12 Sharp). A copy of the usage history is attached for reference only, **Exhibit E**.

The Bidder signifies its understanding and agreement by responding to this solicitation that resulting Contract will be a requirements contract, under which JAA does not guarantee any minimum or maximum Multifunctional Copiers to be lease or purchase. JAA does not guarantee any minimum or maximum number of copies per month and will only pay for the actual number of copies made per month.

3.03 SCOPE OF SERVICES – MINIMUM REQUIREMENTS

The Bidder will be responsible for providing services to include, but not limited to the following:

- a. Network installation, including but not limited to, configuration of equipment for the proper network protocols and installation of the appropriate print drivers.
- b. Full Network Support.
- c. Telephone Technical Support.
- d. Provide maintenance and repair services, including but not limited to, parts needed for maintenance and repairs.
- e. Provide all supplies and consumables, excluding paper and staples.
- f. Perform all preventative maintenance services at the manufacturer's suggested intervals, if applicable.

3.04 EQUIPMENT FEATURES – MINIMUM REQUIREMENTS

The Bidder will be responsible for providing the latest industry Multifunctional Copier Equipment with innovative features which include, but not limited to the following:

- a. Scan to Email: Copier must be able to scan documents no less than 15MB in size at one time versus splitting the document into multiple scans.
- b. Lightweight Directory Access Protocol (LDAP) Integration for Scan to Email: Copier must be able to pull email addresses from JAA email server so that JAA staff does not have to manually update the copier when email addresses or added and/or deleted.
- c. Fax Capability: Optional, JAA reserves the right to select this feature at its sole discretion.
- d. Confidential Printing / Secure Fax Release.
- e. Capacity Trays: 500-1000 paper drawer.
- f. Printing Sizes: 8 1/2x11 / 8 1/2 x 14 / 11 x17
- g. Support printing on various paper, including but not limited to, bond, cover stock poster stock, card stock, glossy stock.
- h. Support printing on various weight of paper, including but not limited to, 20 lb, 90 lb, 100 lb.
- i. Staple.
- j. Collate.
- k. Duplex copying and printing.
- l. Provide automated device management system for ordering supplies and reporting meter readings.
- m. Minimum copies for black/white copier is 62 pages per minute.
- n. Minimum copies for color copier is 50 pages per minute.
- o. Security Features: At a minimum the equipment should be able to clear data after each set of copies and/or scans are made.

3.05 ALL-INCLUSIVE MAINTENANCE AGREEMENT – PURCHASED EQUIPMENT

The Bidder shall be responsible for providing an all-inclusive maintenance agreement on all Multifunctional Copier Equipment purchased through this ITB. This includes, but is not limited to, service calls, consumables (excluding paper and staples), parts (including, but not limited to fuser rollers and cleaning blades).

The Bidder must submit a copy of its all-inclusive Maintenance Agreement and clearly identify what consumables and parts are covered **and** are not covered in the agreement.

3.06 RIGHT TO MAKE REPAIRS AND PURCHASE SUPPLIES

JAA reserves the right to make repairs and purchase supplies from other Contractors at its sole discretion.

3.07 CUSTOMER SERVICE

JAA users must have a single point of contact with the awarded Bidder. The Bidder must provide the dedicated phone number(s) that will be assigned to manage the JAA account. Calls for any and all JAA copier requirements will go to this number and the staff should be well-trained on the JAA account. The office hours for this location, at a minimum, shall be Monday through Friday, 8:00 AM until 5:00 PM (local time).

3.08 RESPONSE TIME FOR MAINTENANCE AND REPAIR

The Bidder shall respond to all calls for maintenance and repair services within four (4) hours from the time of the call. If the Bidder receives a call for maintenance and repairs services and the four (4) hour response time would exceed 5:00 PM (local time), the Bidder shall respond to the service request by 12:00 PM (local time) the next business day.

All repairs shall be completed within one (1) business day, excluding repairs that cannot be completed due to parts that are not readily available. If parts are not readily available, the Bidder must notify JAA of the date the repairs will be completed.

The Bidder must indicate on the bid form that the Bidders understands and will comply with this requirement.

3.09 ADDITIONS, DOWNGRADES, UPGRADES AND CANCELLATION

JAA reserves the right to request additional Multifunctional Copier Equipment during the term of the Contract and the lease terms shall be Co-Terminus.

Consistent with Article 2.03, hereof, JAA reserves the right to downgrade, upgrade and return any Multifunctional Copier Equipment during the term of the Contract at no penalty to JAA.

3.10 RELOCATION SERVICES

The Bidder will provide equipment relocation services as requested by JAA. Bidder should include a fee for services on the Bid Form, if applicable.

If the Bidder does not submit a fee on the Bid Form, JAA will not compensate the Bidder for Relocation Services.

3.11 PERFORMANCE GUARANTEE

The Multifunctional Copier Equipment must perform to JAA's satisfactions or at JAA's option be replaced at no charge to JAA. JAA will be the sole judge in determining whether a copier will be replaced and if the replacement equipment is acceptable. There will be no removal charge for equipment removed because of service or performance related problems. JAA agrees to give the Bidder reasonable opportunity to make repairs prior to requiring replacement.

Consistent with Article 2.03, hereof, JAA reserves the right to return a copier if it does not perform as specified in this ITB. JAA will be the sole judge as to acceptable quality. Pickup and return will be made within 48 hours from notice to Bidder by JAA Buyer. The Bidder will coordinate all returns of its goods without a charge to JAA.

3.12 LOANER UNIT

The Bidder shall provide a loaner unit of similar speed and capabilities if any Multifunctional Copier Equipment is inoperable for a period in excess of five (5) business days.

3.13 SUPPLY DELIVERY

The Bidder must ship supplies so they are received at the respective JAA user locations within three (3) business days following an automated low toner alert or phone order request for toner and supplies. JAA's requests for overnight rush orders must be shipped as requested. In situations where overnight air shipments are required, JAA will not be responsible for freight charges.

3.14 INSTALLATION AND TRAINING

The Bidder shall coordinate all delivery and installation services with JAA Buyer. JAA reserves the right to schedule delivery and installation over a period of days versus a one-time delivery and installation period. The Bidder shall provide JAA the installation requirements (power outlet type, IP address, etc.) to setup each copier at least three (3) business days prior to delivery. All

installations must be completed within one (1) day after delivery unless otherwise approved by JAA Buyer.

The Bidder will train users on how to use the equipment at each installation site within one (1) business day after installation is completed.

3.15 SUMMARY INVOICE AND SPECIAL REPORT

The Bidder will provide JAA a summary detail invoice on a monthly basis. The invoice must include the purchase order number, monthly lease amount, equipment ID number, location of copier, number of copies made for the billing cycle, unit cost per copy and total price.

The Bidder will provide JAA a electronic copy on a quarterly basis a service history report showing the number of service calls, the response times on the units repaired, the on-site repair time, and the equipment that were below 98% uptime or a statement that no equipment exceeded 2% downtime.

3.16 COPIER IDENTIFICATON

The Bidder will apply a label on each copier indicating the make, model, equipment ID number and the telephone number for service calls and supplies.

3.17 TAXES

JAA will not pay taxes of any kind.

3.18 PERFORMANCE MEETINGS

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

3.19 PERFORMANCE STANDARDS

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

- a. **Late Response Violation** – The Bidder's failure to response to a call for maintenance and repair service within four (4) hours from the time of the call or by 12:00 PM (local time) the next business day is subject to a deduction of \$250 per violation, per occurrence.
- b. **Supply Delivery** – The Bidder's failure to ship supplies so they are received at the user location within three (3) business days following an automated low toner alert or phone order request for toner and supplies is subject to a deduction of \$100 per violation, per occurrence.

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ARTICLE IV – BID FORM

Bidder's Name: _____

CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED

PROPOSER SHALL SUBMIT ONE (1) ORIGINAL PROPOSAL AND FIVE (5) COPIES OF THE ORIGINAL DOCUMENTS. ENVELOPE ONE SHOULD BE LABELED "ORIGINAL" AND ENVELOPE TWO SHOULD BE LABELED "COPIES".

The following checklist is provided for convenience. The Bidder is responsible for carefully reviewing the submittal requirements in the ITB and submits all information requested.

- A. Documentation the company or owner of the company has been in the primary business of providing and servicing Multifunctional Copier Equipment for a minimum of three (3) years immediately prior to the date of the Bid Opening. **(MANDATORY)**
- B. References - Submit three (3) references for which the Bidder provides or has provided Multifunctional Copier Equipment. **The Bidder must submit a valid contact name, phone number and email address for each reference. (MANDATORY)**
- C. **5 YEAR LEASE EQUIPMENT:** Submit documentation to include, but not limited to the following:
 - 1. Cost for monthly equipment lease.
 - 2. Cost based on an allowance number of copies per month, black/white and color.
 - 3. Cost based on an amount if **less** than the monthly allowance number of copies made per month, black/white and color.
 - 4. Cost based on an amount if **more** than the monthly allowance number of copies made per month, black/white and color.
 - 5. Cost based on the **actual** number of copies made per month, black/white and color.
 - 6. Lease termination provisions, include termination payment, if applicable.
 - 7. Concise details on procedures that will be used for replacing, removing and requesting additional Multifunctional Copier Equipment leased under this ITB.
- D. **PURCHASED EQUIPMENT BID PRICE:** Submit documentation to include, but not limited to the following:
 - 1. Itemized cost for equipment.
 - 2. Itemized cost for toner supplies.
 - 3. Submit a copy of the Warranty and include details on what is covered and what is not covered in the warranty.
 - 4. Full Service Maintenance Agreement, include cost and details on what is covered and what is not covered in the maintenance agreement. Submit a copy of the Full Service Maintenance Agreement.
- E. Bid Bond, \$1,000.00.
- F. Conflict of Interest Certificate (**Exhibit A**)

ARTICLE IV – BID FORM

Bidder's Name: _____

Checklist (continued)

G. Addendum Acknowledgement, if applicable

Acknowledgment of the following Addenda is hereby made:

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

H. Acknowledgement of Bidder's Ability and Acceptance to respond to JAA as stated in **Article 3.08** is hereby made: Proposer's Initial: _____

I. 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

J. Acknowledgement of Warranty Acceptance is hereby made: Bidder's Initial: _____

K. 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.

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

Bidder Name: _____

Authorized Agent's Signature: _____ Date: _____

Printed Name: _____ Email: _____

Title: _____

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

Federal Identification Number: _____

Remittance Address: _____

Telephone Number: _____ Fax Number: _____

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EXHIBIT A

CONFLICT OF INTEREST CERTIFICATE

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

SECTION I

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

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION II

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

Name	Title or Position	Date of Filing
------	-------------------	----------------

_____	_____	_____
-------	-------	-------

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION III

PUBLIC OFFICIAL DISCLOSURE

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

Public Official: _____

Position Held: _____

Position/Relationship with Bidder: _____

EXHIBIT B

CONTRACT

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

EXHIBIT C
REFERENCE VERIFICATION FORM
MULTIFUNCTIONAL COPIER EQUIPMENT
ITB # 12-20-26201

Company Name: _____

Contact Name: _____

Contact Title: _____

Contact Phone Number: _____

Contact Fax Number: _____

Contact Email Address: _____

Type of Services Provided: _____

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

Size of Facility: _____ Contract Value: \$_____

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EXHIBIT D
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 E

JAA CURRENT FLEET AND USAGE HISTORY

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

EXHIBIT F
JAA SECURITY REGULATION PACKET

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

NO BID FORM

If your firm 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: _____

Email: _____

Telephone Number: _____ Fax Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____