



**JACKSONVILLE AVIATION AUTHORITY**

**REQUEST FOR PROPOSALS NUMBER: 12-28-43605**

**VALET PARKING SERVICES**



**Jacksonville Aviation Authority  
Procurement Department  
14201 Pecan Park Road, 2<sup>nd</sup> Floor  
Jacksonville, FL 32218  
Office: 904.741.2359**

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

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**REQUEST FOR PROPOSAL**  
**Proposal Number: 12-28-43605**

**VALET PARKING SERVICES**

**for the**  
**JACKSONVILLE AVIATION AUTHORITY**

Proposals will be received by the Jacksonville Aviation Authority (JAA) until 2:00 PM (local time), on May 24, 2012, at which time they will be opened at JAA Administration Building, 14201 Pecan Park Road, Jacksonville, FL, to select a company to provide valet parking services.

A Pre-Proposal Meeting will be held at 10:00 AM (local time), May 3, 2012, at JAA Administration Building, 14201 Pecan Park Road, Jacksonville, FL 32218.

All Proposals must be submitted in accordance with Request For Proposals Number 12-28-43605, which may be obtained after 8:30 AM (local time) on April 19, 2011 from [www.flyjacksonville.com](http://www.flyjacksonville.com), click on proposal opportunities.

## **GENERAL INFORMATION**

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

Copies of the Request for Proposals (RFP) Distribution Record and/or the Pre-Proposal Attendance Record may be requested by contacting the Procurement Department of the Jacksonville Aviation Authority (JAA).

### **SUBMISSION OF PROPOSALS**

Proposals submitted in advance of the time set for opening will be delivered to JAA, Attn: Procurement Department, 14201 Pecan Park Road, 2nd Floor, Jacksonville, FL 32218. Respondents are fully responsible for delivery of proposals. Reliance upon mail or public carrier is at respondent's risk. Subject to JAA's discretion to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent, late proposals, as solely determined by JAA's official proposal 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 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 thirty (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.

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

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

### **CONTACT WITH JAA STAFF**

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

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## **ARTICLE I – INSTRUCTIONS TO RESPONDENTS**

### **1.01 RECEIPT AND OPENING OF PROPOSALS**

JAA will receive Proposals for this solicitation until May 24, 2012 at 2:00 PM (local time) for the purpose of selecting a company to provide valet parking services (the "Scope of Services"). The Proposals 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 PROPOSALS**

An original and five (5) copies of the Proposal and all required supplemental material listed on the Proposal Form must be submitted in a sealed package. The package must be labeled to read: Valet Parking Services, RFP 12-28-43605, May 24, 2012, 2:00 PM (local time)," and must be addressed and delivered to JAA, Attn: Procurement Department, 14201 Pecan Park Road, 2<sup>nd</sup> Floor, Jacksonville, FL 32218.

Each Proposal package submitted must clearly show the Respondent's company name on the outside. Facsimile Bids will not be accepted. Subject to JAA's discretion to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent, a late submission, as determined by JAA's official bid clock, will not be considered and will be returned to the Respondent as non-responsive. Each Respondent is fully responsible for ensuring that its submission 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 RFP does not commit JAA to paying costs or expenses of any kind incurred by the various Respondents during proposal preparation, submittal or presentation, 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 Respondents, other technical information, and the term of the resulting contract are also contained in these documents. The date, time and location of the receipt and opening of proposals are listed in Article 1.01.

### **1.04 EXAMINATION OF CONTRACT DOCUMENTS**

The Respondent is required to carefully examine the Scope of Services required and the Contract Documents. It will be assumed that the Respondent 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 RESPONDENTS**

The Respondent must fully learn of JAA's requirements for the services to be provided. Failure to do so will not relieve a successful Respondent of its obligation to carry out the provisions of the RFP. The Respondent 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 Respondent will be held responsible for having examined the details of the proposed Scope of Services. The Respondent 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 Proposal will be construed as evidence that all Respondent obligations have been satisfied and no subsequent allowance will be made in this regard.

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

### **1.06 ADDENDA – CHANGES WHILE PROPOSING**

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 in writing addressed to JAA's Procurement Department, 14201 Pecan Park Road, 2<sup>nd</sup> 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 Proposal Opening date to be given any consideration.** All such interpretations and supplemental instructions will be in the form of a written Addendum to these solicitation documents, which, if issued, will be e-mailed, mailed or faxed to all known prospective Respondents. However, it is the responsibility of each Respondent, before submitting its Proposal, to contact JAA's Procurement Department at (904) 741-3571 to find out if any Addenda were issued and to make such Addenda a part of its Proposal. In case any Respondent fails to acknowledge receipt of any such Addenda in the space provided on the Proposal Form, its Proposal will nevertheless be construed as though Addenda has been received and acknowledged. Only the interpretation or correction so given by JAA's 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 these solicitation Documents.

#### **1.07 PREPARATION OF PROPOSAL**

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

All proposals shall be prepared in an 8 ½" X11 single-sided format printed in a font size of not less than 10 ten pitch. The use of "off the shelf" pre-printed sheets that are not directly pertinent to solicitation is discouraged. A title page showing the lead firm and all sub-consultants with addresses and telephone numbers and a table of contents are required, with each section tabbed for ease of locating information. An original and five (5) copies of the Proposal are required. There is a strict forty (40) one-sided pages, excluding Cover Letter, table of Contents and Tab Sheets (NO EXCEPTIONS).

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 Proposal. If publications are supplied by a Respondent, the Proposal should include reference to a document number and/or page number of that Appendix material. Proposals not providing this reference will be considered to have no additional material to be considered during the evaluation process.

If the Proposal 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 Proposal as principal. If the Proposal 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 Proposal is made by a corporation, the Proposal 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 PROPOSAL WILL CONSTITUTE A MATERIAL IRREGULARITY AND WILL RESULT IN THE REJECTION OF THE PROPOSAL.** 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 PROPOSAL**

Any Proposal may be withdrawn by written request of the Respondent until the date and time established herein for the opening of the Proposals. Any Proposal not so withdrawn will, upon opening, constitute an irrevocable offer for ninety (90) days (or until one or more of the Proposals have been duly accepted by JAA, whichever is earlier) to furnish the services contemplated herein. JAA action on Proposals normally will take within sixty (60) days after Proposal opening; however, no guarantee or representation is made as to the time between the Proposal opening and the subsequent JAA decisions and/or action regarding an award.

## **1.09 MANDATORY RESPONDENT CRITERIA**

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

- A. Respondent must have successfully managed or owned at least one (1) airport valet concession/contract for three (3) continuous years within the past five (5) years immediately prior to the date of the proposal opening.
- B. Respondent must agree to the **Minimum Annual Guarantee**. The Minimum Annual Guarantee for the first contract year which shall be no less than One Hundred Sixty Thousand Dollars (**\$160,000.00**).
- C. Provide required forms to for ACDBE/DBE goal of **5% (Exhibit 3)**.
- D. Financial/Business Stability: All Proposals deemed by JAA, at JAA's sole discretion, financially weak or unsound and/or unable to satisfy contractual obligations may be rejected.

## **1.10 RESPONSIBLE RESPONDENT CRITERIA**

In considering the responsibility of the Respondents, JAA will examine the factors listed below and will assign the defined point value on a scaled basis. Respondents must address each factor specifically in their Proposal.

- A. Minimum Annual Guarantee (Maximum 25 Points)
- B. General Corporate Overview (Maximum 15 Points)
- C. Level of Service and Operational Plan (Maximum 15 Points)
- D. Rates (Maximum 15 Points)
- E. Staff Qualifications, Experience and References (Maximum 20 Points)
- F. Airport Concession Disadvantage Business Enterprise (ACDBE/DBE) Requirement (Maximum 10 Points) – Firms that meet Good Faith Efforts or 5% goal will receive (Maximum 5 Points), Firms that exceed 5% goal will receive (Maximum 10 Points)
- G. Presentations (Maximum points 25) - JAA reserves the right to request presentations from the top three (3) ranked Respondents, based upon the written proposals received in response to this solicitation, evaluated using Factors A through F, above (JAA reserves the right to increase and/or decrease the number of Respondents invited to make presentations at its sole discretion). If such presentations are requested, points associated with the following factors will be added to the Respondents scores received for Factors A through F, above:
  - (i) Knowledge of Site and Local Conditions (Maximum points 5);
  - (ii) Proposed Staff and Assignments (Maximum points 5);
  - (iii) Operations Approach and Methodology (Maximum points 5);
  - (iv) Cost Control/Value Engineering (Maximum points 5); and
  - (v) Marketing Plan (Maximum points 5).

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

## **1.11 DISQUALIFICATIONS OF RESPONDENTS**

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

- A. Submission of more than one Proposal 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 Proposal may be submitted for the same company.
- B. Evidence of collusion amongst Respondents.
- C. Incomplete work for which the Respondent is committed by contract, which, in the judgment of JAA, might hinder or prevent the prompt completion of the scope of services contemplated herein if awarded to such Respondent.
- D. Being in arrears on any existing agreement with JAA or having defaulted on a previous contract with JAA. For purposes of this section, attempts to create a new entity, partner with an existing entity or person, or otherwise hold oneself out as another firm or business for the purpose of shielding any individual, firm, partnership, corporation or similar concern from the application of this provision may be considered grounds for disqualification of all those persons or entities involved.
- E. Items 'C' and 'D' above will be considered by JAA after the opening of Proposals, and, if found to apply to any Respondent, JAA will notify the Respondent that its Proposal will not be considered for an award of the Contract. The Respondent 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 PROPOSALS**

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

#### **1.13 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 proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, 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 proposals, 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-PROPOSAL MEETING**

To help ensure that all Proposers are fully informed of the requirements for this solicitation, a Pre-Proposal Meeting will be held on May 3, 2012 at 10:00 AM (local time) at the JAA Administration Building, 14201 Pecan Park Road South, Jacksonville, FL 32218. Respondents are encouraged to submit questions by facsimile in advance of the meeting to the Procurement Department at (904) 741-2350.

**ALL REQUESTS FOR PRE-PROPOSAL ATTENDANCE VIA TELECONFERENCE MUST BE SUBMITTED TO THE JAA PROCUREMENT DEPARTMENT, (904) 741-2359, NO LATER THAN 5:00 PM (LOCAL TIME) April 24, 2012.**

**A tour of the area will be provided at the close of the meeting. The tour is anticipated to be 1 hour in duration.**

#### **1.15 LOCAL PREFERENCE PROGRAM (Not Applicable)**

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 Respondent, you must submit Exhibit, Local Business Verification Form.

#### **1.16 AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBE/DBE) PARTICIPATION**

It is the policy of the JAA to recognize the authority and applicability of the United States Department of Transportation's Rules and Regulations governing Airport Concession Disadvantaged Business Enterprise (ACDBE)/DBE participation. The JAA is also fully committed to the implementation of these Rules and regulations through its approved Airport Concession Disadvantaged Business Enterprise (ACDBE) Program.

JAA encourages the inclusion of firms owned and controlled by minorities and women in contract awards and projects whenever feasible. This policy is consistent with the administrative mandate set out by the United States Department of Transportation Code of Federal Regulations in Title 49 Part 23 and Part 26. **A participation goal of five percent (5%) is established for this project.**

#### **1.17 NON-DISCRIMINATION PROVISIONS**

The Respondent 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 SECURITY FOR PAYMENT**

The successful Respondent must furnish a Security for Payment upon execution of the Contract as outlined in the **Valet Parking Services Concession Agreement, Article 5.17 (Exhibit 4)**.

#### **1.19 EVALUATION AND AWARD**

JAA reserves the right to accept or reject any or all Proposals in whole or in part. JAA will be under no obligation or duty to award the resulting Contract to the lowest proposed price and JAA reserves the right to award the resulting Contract to the lowest responsible Respondent submitting a responsive proposal which is most advantageous and in the best interests of JAA. JAA Executive Director/CEO has final approval authority for any resulting Contract.

Evaluation factors to be considered are listed in Article 1.10. Respondents should be sure to address each of these factors. If a Proposal is ranked with a score that is 25 percent lower than the highest ranked Proposal's score, excluding price points, the Proposal, in the discretion of JAA, may be deemed unacceptable to perform the services as requested by the solicitation, and therefore will not be included in the rankings. In evaluating proposals, JAA is under no obligation to contact a Respondent to obtain information required herein.

#### **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 the JAA Administration Building, 14201 Pecan Park Road, 1<sup>st</sup> Floor, Jacksonville, FL 32218.

## **1.21 PROTEST PROCEDURES**

Any Respondent with standing who is adversely affected during this RFP 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 Manager, 14201 Pecan Park Road, 2<sup>nd</sup> Floor, Jacksonville, FL 32218. A notice of protest may 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 protestant 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 protestant in writing.

## **1.22 EXECUTION OF THE AGREEMENT**

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

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

## ARTICLE II – GENERAL CONDITIONS

### 2.01 DEFINITIONS

**AUTHORITY** – Jacksonville Aviation Authority

**PROPOSAL** – The approved forms on which the respondent is to submit, or has submitted, its prices for the items requested in the proposal.

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

**CECIL** – Cecil Airport

**CONTRACT** – The Contract consists of the document labeled “Specifications for First Class Valet Parking Services, RFP Number 12-28-43605”; Respondent’s Proposal; and any Addenda issued prior to and any Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

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

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

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

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

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

**DBE** – Disadvantage Business Enterprise.

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

**FAA** – Federal Aviation Administration.

**HERLONG** – Herlong Recreational Airport

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

**JAA** – Jacksonville Aviation Authority

**JAX** – Jacksonville International Airport

**JAXEX** – Jacksonville Executive at Craig Airport

**JSEB** – Jacksonville Small Emerging Business

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

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

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

**RESPONDENT** – 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 services to be provided under this resulting Contract 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, may request additional services or make changes by altering, adding to, or deducting from the services, 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 RESULTING CONTRACT TERM**

The Contract term will be in accordance with the **Valet Parking Services Concession Agreement, Article 3.01 (Exhibit 4)**.

## **2.04 INDEMNIFICATION**

Any Contract resulting from the RFP shall include the provisions as outlined in the **Valet Parking Services Concession Agreement, Article 10 (Exhibit 4)**.

## **2.05 INSURANCE**

Any Contract resulting from the RFP shall include the provisions as outlined in the **Valet Parking Services Concession Agreement, Article 7 (Exhibit 4)**.

## **2.06 RESPONSIBILITIES OF THE RESPONDENT**

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 Respondent will furnish the performance bond, certificates of insurance, copies of licenses, permits and other items required by JAA.

- B. The Respondent will begin the services as described in the Contract upon issuance of a written Notice to Proceed by JAA.
- C. The Respondent is responsible for the professional services, technical accuracy, and timely completion of the work to be done, and for compliance with all terms and conditions of the Contract.
- D. The Respondent will remain liable for all damages to, or incurred by, JAA caused by the Respondent's negligent performance of any of the services furnished under this Contract.
- E. The Respondent represents that it is an independent Respondent and not an employee of JAA, nor are any of Respondent's employees performing services in furtherance of this Contract to be considered employees of JAA. The Respondent 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 Respondent will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Respondent.
- F. The Respondent will designate in writing a qualified person(s) to act as its representative. The Respondent's Representative(s) will have authority to act for the Respondent in all matters covered by this Contract. The Respondent'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 Respondent 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 Respondent will have a competent Respondent's Representative on the job at all times when services are being performed with full authority from the Respondent and who is satisfactory to JAA. All representatives must be thoroughly familiar with the Contract terms as well as the following:
  - 1. Provide and adequate work force to service the building according to Contract requirements.
  - 2. Provide sufficient backup personnel to cover absenteeism or existing work force hours to compensate for absent personnel.
- I. If applicable, all employees/subcontractors/independent operators of the Respondent assigned to Jacksonville International Airport (JAX) must obtain a JAA Security Badge, at the sole expense of the Respondent. The Respondent will have the sole responsibility of complying with FAA guidelines, including but not limited to, requiring a 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 Respondent employees will be charged to the Respondent, and if not promptly paid by the Respondent may result in termination of the Contract. See **Exhibit 5** for JAA form "Application and Certification Official Signature," which contains details on the issuance, replacement, wearing of security badges, as well as listing the disqualifying crimes for which an employee of the Respondent may not be issued a security badge. Any employee of the Respondent found by JAA to have been issued a security badge in violation of FAA guidelines will be required to immediately surrender their badge and be removed from JAA property. Any Contract resulting from the RFP shall include the provisions as outlined in the **Valet Parking Services Concession Agreement, Article 20 (Exhibit 4)**.
- J. All personnel employed by the Respondent will be competent, trustworthy and properly trained. The Respondent and its employees will be required to comply with all the applicable regulations of JAA. JAA will require the Respondent to remove from JAA property all employees deemed careless, incompetent, or otherwise objectionable and/or detrimental to JAA interests. All personnel assigned to JAA must understand and clearly speak English.

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

- K. In addition to all JAA security rules and regulations, which will be provided to the Respondent at the post award conference, the Respondent will inform their employees, and ensure their compliance with the following:
- (1) No illegal guns, knives or other weapons are allowed on JAA premises.
  - (2) No drugs or other prohibited substances, including alcohol, are allowed on JAA premises.
  - (3) All building regulations concerning smoking.
- L. The Respondent is responsible for the repair or replacement cost of any damage to JAA property and shall include the provisions as outlined in the **Valet Parking Services Concession Agreement, Article 11 (Exhibit 4)**.
- M. The Respondents/Subcontractors/Independent Operators employees will not be assisted or accompanied by non-employees during the performance of the Scope of Services.
- N. The Respondent will furnish all equipment and supplies necessary to perform the services of the Contract.
- O. The Respondent is liable for any expense incurred as a consequence of any traffic infraction or parking violations attributable to employees of the Respondent.
- P. The Respondent 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 – MINIMUM REQUIREMENTS**

In the performance of the Scope of Services under this solicitation, the Respondent and its employees and/or Subcontractors shall exercise the degree of skill and care required by customarily accepted good practices and procedures in the industry. All services under this solicitation are warranted for a period of one year following final acceptance of the services. If any failure to meet the foregoing warranty appears within one year after services are accepted by JAA, the Respondent shall again perform the services directly affected by such failure at the Respondent's sole expense.

## **2.08 RESPONSIBILITIES 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 Respondent, or his designated representative of any problems encountered during the Contract term and will arrange for a meeting to resolve issues.

## **2.09 COMPENSATION, PRIVILEGE FEES, CHARGES AND ACCOUNTABILITY**

Any Contract resulting from the RFP shall include the provisions as outlined in the **Valet Parking Services Concession Agreement, Article 5 (Exhibit 4)**.

## **2.10 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.

Any Contract resulting from the RFP shall include the provisions as outlined in the **Valet Parking Services Concession Agreement, Article 19 (Exhibit 4)**.

#### **2.11 JAA'S RIGHT TO TERMINATE THE RESULTING CONTRACT**

Any Contract resulting from the RFP shall include the provisions as outlined in the **Valet Parking Services Concession Agreement, Article 13 (Exhibit 4)**.

#### **2.12 ASSIGNMENT AND TRANSFER**

Any Contract resulting from the RFP shall include the provisions as outlined in the **Valet Parking Services Concession Agreement, Article 17 (Exhibit 4)**

#### **2.13 SUBCONTRACTORS**

If Subcontractors are to be used, the Respondent 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 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 recommends that all Subcontractors enter into a formal Contract with the prime Respondent that clearly lists all of the agreed upon conditions.

#### **2.14 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 fifteen (15) 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 ten (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.

#### **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 Respondent must contact JAA immediately. In addition, any Federal and State legislation which should become effective regarding equipment safety will immediately become a part of this contract. Respondent will have the option to meet or exceed any such safety standard.

#### **2.16 CHANGES IN PERSONNEL**

The Respondent 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 Respondent will be charged personally or held contractually liable by or to the other party under the terms or provisions of the Contract or because any breach thereof or because of its or their execution or attempted execution.

## **2.18 ARTICLE/SECTION HEADING**

The article and section headings contained in this RFP 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 RFP.

## **2.19 ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of the Contract, the provisions of JAA's RFP Number 12-28-43605 and Respondent's Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) the Contract; 2) JAA's RFP Number 12-28-43605, 3) Respondent's Proposal, 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 this solicitation or the resulting Contract will be exclusively in the appropriate court, sitting in Duval County, Florida that has jurisdiction over such legal action. This solicitation and the resulting Contract will be governed by and interpreted under the laws of the State of Florida.

## **2.21 NONWAIVER**

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

## **2.22 ENTIRE AGREEMENT**

This Contract is the entire agreement of the Parties and the Parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this Contract. Respondent agrees that no representations have been made by JAA to induce the Respondent to enter into the Contract other than as expressly stated in this Contract. This Contract can neither be changed orally, nor by any means other than by written amendments expressly referencing this 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 Respondents should be aware that the RFP's and the responses thereto are in the public domain. However, the Respondents are requested to identify specifically any information contained in their proposals, which they believe to be exempt from disclosure, citing specifically the applicable exempting law. JAA will consider a Respondent'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 Respondent for making public any information contained in a Proposal. All Proposals received from Respondents in response to the RFP will become the property of JAA and will not be returned to the Respondents. 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 the resulting Contract, time is of the essence.

## **2.25 DAMAGES**

Any Contract resulting from the RFP shall include the provisions as outlined in the **Valet Parking Services Concession Agreement, Article 13 (Exhibit 4)**

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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 the owner and operator, the JAA is soliciting competitive proposals for the award of Valet Parking Services Concession at JAX with a financially sound, qualified and competent firm that can proficiently and professionally manage and operate a valet parking services concession, seven (7) days a week, three hundred sixty-five (365) days per year basis.

The management and operations of the Valet Parking Services Concession will be performed pursuant to the terms and conditions set forth herein, including the **Valet Parking Services Concession Agreement (Exhibit 4)**.

### 3.02 SCOPE OF SERVICES

The successful Respondent will have the non-exclusive right and privilege to provide valet parking services concession to the traveling public and other users of JIA. In order to be considered for an award herein, Respondents must demonstrate and have significant management experience in valet parking for an airport of comparable size to JIA, with a proven track record for (a) providing excellent customer service, (b) making smart hiring decisions, (c) providing comprehensive training programs, (d) support for the local community and environment and (e) thinking innovatively towards continuous improvement in the provision of valet parking services.

The successful Respondent will be required to pay a Minimum Annual Guarantee for the first contract year and every year afterwards until termination of the contract.

### 3.03 REQUIRED LEVEL OF SERVICE

The successful Respondent must be willing and able to provide the traveling public and other users of JIA a high level of service that is moderately priced and provided by neatly attired, friendly and knowledgeable personnel. Patrons of airport's valet parking services concession should encounter courteous staff and receive efficient and accurate information regarding rates and parking procedures.

### 3.04 OPERATIONS AREAS

The airport premises assigned to the successful Respondent for the purpose of operating the valet parking services is located on the south end of the upper roadway adjacent to the JIA Terminal and a designated area of the JAA's daily surface parking lot. The areas are more particularly described in the **Valet Parking Services Concession agreement (Exhibit 4)**.

### 3.05 NO CONTACT WITH CURRENT CONTRACTOR EMPLOYEES

Respondents are only permitted to come to the JAA premise to take pictures of the current location of the valet parking services concession, verify the incoming and outgoing flights and passenger flow.

Respondents are **not** allowed to communicate with any of the current Contractors employees or passengers. This is considered an active solicitation for the JAA. If it is determined that any Respondent has spoken with the current Contractors employees or passengers in reference to this active solicitation, it may result in the rejection/disqualification of the Respondent's proposal.

### 3.06 PERFORMANCE MEETINGS

Any Contract resulting from this RFP shall include the provisions as outlined in the **Valet Parking Services Concession Agreement, Article 6 (Exhibit 4)**.

**3.07 PERFORMANCE STANDARDS**

Standards by which the Respondent's performance will be evaluated are set forth in the **Valet Parking Services Concession Agreement, Article 6 (Exhibit 4)**.

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## **ARTICLE IV – AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)/DBE POLICY, GOALS CONDITIONS AND INSTRUCTIONS**

### **4.01 POLICY**

It is the official policy of the JAA in accordance with 49 CFR Part 23 and Part 26, to recognize the authority and applicability of the United States Department of Transportation's Rules and Regulations governing Airport Concession Disadvantaged Business Enterprise (ACDBE)/DBE participation. The JAA is also fully committed to the implementation of these rules and regulations through its approved ACDBE/DBE program.

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

### **4.02 ACDBE/DBE OBLIGATION**

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

### **4.03 CERTIFICATION and ELECTION OF STATUS**

Firms desiring to participate as an Airport Concession Disadvantaged Business Enterprise (ACDBE/DBE) on JAA projects or contracts must be duly certified by the JAA's Administrator, Disadvantaged Business Enterprise Program (DBE), or by a member of the Florida Unified Certification Program (FUCP) and listed in the FUCP DBE Directory (<http://www.bipincwebapps.com/biznetflorida/>) of firms. Any ACDBE/DBE firm not duly certified by a FUCP certifying member by proposal closing date may not be used to meet the airport concession disadvantaged business participation requirements of the JAA.

### **4.04 ELIGIBILITY**

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

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

- B. Within 3 working days following the Proposal Opening, the apparent low conforming respondent shall submit to the Owner, completed and signed:
  - 1. ACDBE/DBE Form 2 (**CERTIFIED** ACDBE/DBE Participant Identification Affidavit);
  - 2. ACDBE/DBE Form 3 (**CERTIFIED** ACDBE/DBE Letter of Intent To Perform) for each firm listed in the Schedule of ACDBE/DBE Participation (ACDBE/DBE Form 1);
  - 3. Information and commitments presented on the latter forms will be consistent with ACDBE/DBE Form 1, as submitted with the proposal.
- C. In the event the Respondent is unable to obtain proposals from ACDBE/DBE subcontractors that equal or exceed the percentages established in the participation goals, they will include with their proposal a notarized copy of ACDBE/DBE Form 4 with supporting written

documentary evidence that satisfies the good faith criteria set out in Article 4.10 below and shows that the goals could not be met for the following reasons:

1. No ACDBE/DBE proposals were received. It must be shown that good faith efforts were made by the Proposer to obtain ACDBE/DBE's, and that they did not respond; as outlined in Article 4.10.
2. The ACDBE/DBE proposals that were received and accepted did not total the required percentages stated in the participation goals, but totaled a lesser percentage, or;
3. No Proposers could obtain ACDBE/DBE participation.

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

#### **4.05 COMPLIANCE and PENALTIES**

All Respondents, potential contractors, or subcontractors participating in this project are hereby notified that failure to fully comply with the JAA ACDBE/DBE policy as set forth herein will constitute a breach of contract that may result in termination of the Contract or such other remedy as deemed appropriate by the JAA.

A bidder, respondent, contractor, joint venturer or applicant that has willfully failed to comply with any provision of this part will be liable for any or all or any combination of the following penalties:

- A. Ineligibility of a bid or proposal on the particular contracting opportunity;
- B. Withholding all payments under the particular Contract from the Contractor until it is determined that the Contractor is in compliance;
- C. Termination of the Contract;
- D. Exclusion from a contract award for any future JAA contracting opportunity until such time as the Contractor demonstrates to the JAA that it will comply with the provisions of this part; and/or
- E. If the Contractor is certified as an African-American, Asian-American, Hispanic-American, Native-American or Women's Business Enterprise or joint venture, revocation of the certification as an African-American, Asian-American, Hispanic-American, Native-American or Women's Business Enterprise or joint venture

#### **4.06 PARTICIPATION GOALS**

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

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

**The JAA has determined that ACDBE/DBE participation is 5% for this project.** Respondents must submit a verifiable ACDBE/DBE from the Florida Biznet Directory and provide a detailed description of the type of work to be performed by the ACDBE/DBE.

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

#### **4.07 CONTRACT AWARD**

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

#### **4.08 SUBCONTRACT CLAUSE**

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

#### **4.09 POST AWARD REQUIREMENTS**

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

#### **4.10 GOOD FAITH EFFORTS**

Respondents are required to indicate in writing all efforts that would tend to demonstrate good faith in the solicitation of Subcontractors to meet the ACDBE/DBE Participation Goals on this Contract. The following criteria are indicative of good faith efforts to solicit **CERTIFIED** ACDBE/DBE firms:

- A. Whether the Respondent attended any pre-solicitation or pre-proposal meetings that were scheduled to inform **CERTIFIED** ACDBE/DBE firms of contracting and subcontracting opportunities;
- B. Whether the Respondent advertised in general circulation, trade association, and minority focus media concerning the subcontracting opportunities;
- C. Whether the Respondent followed up initial solicitations of interest by contacting **CERTIFIED** ACDBE/DBE firms to determine with certainty whether these ACDBE/DBE firms were interested in participating in the Project;
- D. Whether the Respondent selected portions of the work to be performed by **CERTIFIED** ACDBE/DBE firms to increase the likelihood of meeting the ACDBE/DBE goals (including where appropriate, breaking down contracts into economically feasible units to facilitate ACDBE/DBE participation);
- E. Whether the Respondent provided interested **CERTIFIED** ACDBE/DBE firms with adequate information about the plans, specifications and requirements of the Contract;
- F. Whether the Respondent negotiated in good faith with interested **CERTIFIED** ACDBE/DBE firms and not rejecting ACDBE/DBE firms as unqualified without sound reasons based on a thorough investigation of their capabilities;
- G. Whether the Respondent made efforts to assist interested **CERTIFIED** ACDBE/DBE firms in obtaining bonding, lines of credit, or insurance required by the contractor, and;
- H. Whether Respondent sought or used the services of available ACDBE/DBE community organizations, minority contractors' groups, Local, State and Federal Disadvantaged Business Assistance Offices, and other organizations that provide assistance in the recruitment and placement of ACDBE/DBE firm;

#### **4.11 EVIDENCE OF SATISFACTORY GOOD FAITH EFFORT**

Respondents that fail to meet the participation goals will be required to submit additional information to assist the JAA in determining if the Respondent made acceptable good faith efforts to meet the goals. Failure to provide such additional information as may be reasonably required by the JAA will be considered grounds for rejection of the proposal as nonconforming.

#### **4.12 EXCLUSIONARY AGREEMENTS**

Agreements between any Respondent and a ACDBE/DBE in which the ACDBE/DBE promises not to provide subcontracting quotations to other Respondents are prohibited.

#### **4.13 SUBSTITUTIONS**

If the successful Respondent desires to make a substitution of a **CERTIFIED** ACDBE/DBE subcontractor during the term of the Contract, the Respondent must:

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

#### **4.14 ACDBE/DBE MONTHLY REPORT (FORM 5)**

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

#### **4.15 PARTICIPATION CATEGORIES**

##### A. SUBCONTRACTOR

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

##### B. MANUFACTURER

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

##### C. SUPPLIER

Supplier means a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for this Contract are brought, kept in stock and regularly sold to the public in the usual course of business. To be a supplier, the ACDBE/DBE firm must engage in, as its principal business and in its own name, the purchase

and sale of the products in question. A supplier of such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution of the products. Brokers and packagers will not be regarded as suppliers within the meaning of this section.

D. SERVICES

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

**4.16 CALCULATION OF ACDBE/DBE PARTICIPATION**

The following percentages will be applied in calculating ACDBE/DBE participation:

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

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

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## ARTICLE V – PROPOSAL FORM

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

### CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED

**RESPONDENT 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 Respondent is responsible for carefully reviewing the submittal requirements in the RFP and submits all information requested.

#### **SEALED ENVELOPE #1 – MANDATORY REQUIREMENTS**

- A. Respondent must provide written evidence on companies letterhead, signed by authorized company officials that it has successfully managed or owned at least one (1) Valet Parking Services Concession/Contract for three (3) continuous years within the past five (5) years immediately prior to the date of the proposal opening.
1. Reference(s): Submit a valid name, address, telephone number and email address for the concession/contract for three (3) continuous years. Reference must be able to confirm:
    - a. Operation provided to the general public, seven (7) days a week, three hundred sixty-five (365) days per year for three (3) continuous years within the past five (5) years immediately prior to the date of the proposal opening.
    - b. Define the scope of work, type of services performed, number of full time staff provided and the contract date.
- B. Respondent agrees to the Minimum Annual Guarantee. **The Minimum Annual Guarantee for the first Contract Year shall be no less than One Hundred Sixty Thousand Dollars (\$160,000.00).** Respondent must submit their proposed Minimum Annual Guarantee on the Proposal Form (**Exhibit 1**).
- C. Financial/Business Stability: Respondent shall provide the most recent year of financial statements, including Balance Sheet, Statement of Revenues and Expenses and Cash Flow. JAA reserves the right to request additional years of financial documents. Financial Statements shall be certified by a Company Officer, or shall be certified by an independent accounting firm. Certification by an independent accounting firm is preferred but not required. Failure to provide all forms or failure to have the forms certified by either a company officer or an independent accounting firm will be cause for disqualification of the proposal. **Financial Statements deemed by JAA, at JAA's sole discretion, financially weak or unsound and/or unable to satisfy contractual obligations may be rejected. "Confidential/Proprietary" should be stamped on each page of financial documentation.**

#### **SEALED ENVELOPE #2**

- A. Conflict of Interest Certificate, **Exhibit 2**.
- B. ACDBE/DBE Forms, **Exhibit 3**.
- C. ACDBE/DBE Certification Letter.

## ARTICLE V – PROPOSAL FORM

### **SEALED ENVELOPE #2**

The Respondent shall submit a detailed statement for each criterion listed below as outlined in Article 1.10, Responsible Proposer Criteria. The following information will be reviewed and considered for each criterion listed below. The more concise and comprehensive programs will be eligible for the award of higher points.

#### **1. General Corporate Overview**

- A) Submit a description of the overall corporate identity of the organization and the relation of the office submitting their qualifications to the overall organization.
- B) Submit company organization and ownership structure for the Respondent and other business affiliates included in the proposal.
- C) Submit company experience, qualifications, and background for providing the successful, three (3) years continuous operations of valet parking services concession within the past five (5) years. Provide in detail the specific scope of services, dates and location of the recent contracts.

#### **2. Level of Service and Operational Plan**

- A) Submit a description of the company daily valet operational procedures. Provide specific details to include but not limited to attendants/managers, traffic control, accommodations for the handicap adapted vehicles, assistance with vehicle issues, internet reservations and any additional services available to the customer.
- B) Submit plan for managing and operating the Concession whether by an employer/employee relationship or by a subcontractor relationship or combination thereof.
- C) Submit staffing plan based upon the JAX peak and non-peak airline operation.
- D) Submit a description of the company process for hiring, selecting and retaining employees, incentive programs, disciplinary policy, drug testing program and including grounds for termination and termination procedures.
- E) Submit method in order to evaluate its operations, safety and driver training and plan to assure a smooth and orderly flow of vehicles to and from the valet drop-off and pickup area.
- F) Submit a copy of your procedures for handling customer service/customer complaints.
- G) Submit concise information on training programs.

#### **3. Rates**

Rates submitted should include the following if applicable:

- 1. Daily rates.
- 2. Corporate discounts.
- 3. Military discounts.
- 4. Loyalty programs offered to JIA customers.
- 5. Marketing plan.

## **SEALED ENVELOPE #2**

### **4. Staff Qualifications/Experience/Background/References**

- A)** Submit the number of valet parking contracts by category (i.e. airport, port, hospital, etc.) and identify location, term of the aforementioned contracts, name of the contract, annual gross revenues and hours of operations for each location. Proposers with more airport experience will be eligible for more points.
- B)** Provide a list of the proposed management team for JAX. Submit resumes detailing their experience, education, expertise and role of personnel that will be performing the day-to-day operation to the JAA contract.
- C)** Provide a graphic organizational chart of the proposed staffing plan. Provide specific details to identify titles for proposed management and staff members that will make a significant contribution to the JAA contract. The relationship between the individuals should be clearly indicated. This should be done whether or not the individual is a staff member of the Respondent or sub-consultant.

**SEALED ENVELOPE #2**

D. Addendum Acknowledgement, if applicable

Acknowledgment of the following Addenda is hereby made:

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

E. 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

F. If applicable, Acknowledgement of Warranty Acceptance is hereby made: **Proposer's Initial:** \_\_\_\_\_

G. Proposal Form Signature:

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

Proposer Name: \_\_\_\_\_

Authorized Agent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

Federal Identification Number: \_\_\_\_\_

Remittance Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**SEALED ENVELOPE #2**

**EXHIBIT 1  
MINIMUM ANNUAL GUARANTEE  
PROPOSAL FORM**

Proposer's Name: \_\_\_\_\_

**The amounts for the Minimum Annual Guarantee which would be paid to the JAA for the Initial Contract Year August 1, 2012 through July 31, 2013:**

Minimum Annual Guarantee    \$ \_\_\_\_\_

Proposer's Printed Name: \_\_\_\_\_

Proposer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT 2**

**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 proposal.

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

Public Official: \_\_\_\_\_

Position Held: \_\_\_\_\_

Position/Relationship with Respondent: \_\_\_\_\_

**EXHIBIT 3**

**ACDBE/DBE FORMS 1-5**

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**EXHIBIT 4**

**VALET PARKING SERVICES CONCESSION AGREEMENT**

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**EXHIBIT 5**

**SECURITY REGULATION PACKET**

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**EXHIBIT 6**

**VALET GROSS REVENUE HISTORY**

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**NO PROPOSAL FORM**

If your firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return it to:

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

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

We are unable to submit a proposal 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: \_\_\_\_\_