



# JAA SOLICITATION



Our Goal is To Be An Airport System Financially Sound and Self Supporting, Operated in a Safe, Secure, Efficient and Environmentally Responsible Manner.



**JAX**  
Jacksonville  
International  
Airport



**Cecil**  
Cecil Airport



**JAXEX**  
Jacksonville Executive Airport



**Herlong**  
Herlong Recreational Airport

**REQUEST FOR PROPOSALS (RFP) No.: 22-08-45133**

***ON-CALL ROOFING AND GUTTER SERVICES  
FOR THE JACKSONVILLE AVIATION AUTHORITY***

**ALL JAA AIRPORTS – JACKSONVILLE, FL**

**Procurement Administrator: J. Brian Simmons  
Procurement Director: LeNedda Edwards**

**JAA Procurement Department 14201 Pecan Park Road, Jax. FL 32218  
Email: [brian.simmons@flyjacksonville.com](mailto:brian.simmons@flyjacksonville.com) Phone (904) 741-3172**

**REQUEST FOR PROPOSALS (RFP)  
No. 22-08-45133**

**ON-CALL ROOFING AND GUTTER REPAIR SERVICES  
for the  
JACKSONVILLE AVIATION AUTHORITY**

The Jacksonville Aviation Authority (JAA) has instituted an electronic solicitation process for the above-referenced solicitation.

A **Pre-Proposal Meeting** will not be held for this solicitation. Questions regarding this RFP must be received before **4:00 PM (local time) on April 21, 2022**, for consideration.

JAA will receive proposals electronically via DemandStar.com until 2:00 PM (local time) on **May 2, 2022**.

**HAND DELIVERED, MAILED, FAXED OR EMAILED PROPOSALS WILL NOT BE ACCEPTED.**

To register with DemandStar.com, visit: [www.DemandStar.com/registration](http://www.DemandStar.com/registration).

All proposals must be submitted in accordance with this RFP, which may be obtained beginning on March 29, 2022, from [www.flyjacksonville.com](http://www.flyjacksonville.com) (click on "Bid Opportunities") or DemandStar.com.

This solicitation will be awarded fairly, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §2000d, et seq).

**TABLE OF CONTENTS**

GENERAL INFORMATION ..... Page 2

ARTICLE I – INSTRUCTIONS TO RESPONDENTS..... Page 4

ARTICLE II – GENERAL CONDITIONS ..... Page 12

ARTICLE III – SCOPE OF SERVICES ..... Page 21

ARTICLE IV – SBE PARTICIPATION (NOT USED IN THIS SOLICITATION)

ARTICLE V – PROPOSAL FORM ..... Page 24

PROPOSAL PRICE SHEET(S).....Page 26

EXHIBIT A – HOW TO NAVIGATE DEMANDSTAR

EXHIBIT B – CONFLICT OF INTEREST CERTIFICATE

EXHIBIT C – DRAFT ACH AUTHORIZATION FORM (EXAMPLE ONLY – DO NOT SUBMIT)

EXHIBIT D – CONTRACT (INCLUDING MANDATORY PROVISIONS)

EXHIBIT E – REFERENCE FORM

EXHIBIT F – LOCAL BUSINESS VERIFICATION FORM

EXHIBIT G – CERTIFYING OFFICIAL TRAINING & SIDA BADGING REQUIREMENTS

## GENERAL INFORMATION

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

Copies of the Request for Proposals (RFP) distribution (the “planholders” list) and/or the Pre-Proposal Attendance list, if applicable, may be obtained by contacting the JAA Procurement Department.

### **SUBMISSION OF PROPOSALS**

JAA will receive Proposals electronically via DemandStar.com only until 2:00 PM (local time) on May 2, 2022. Proposals must be uploaded into the DemandStar.com e-bidding system prior to **2:00 PM on May 2, 2022**.

It is the Respondent’s responsibility to ensure that its submittal is received in DemandStar before the due date and time stated above. **DemandStar will not allow responses after the cut-off time, EVEN IF YOU ARE IN THE PROCESS OF SUBMITTING YOUR RESPONSE WHEN THE CUT-OFF TIME ARRIVES.** Please plan your submittal timing accordingly.

**HAND DELIVERED, MAILED, FAXED OR EMAILED SUBMISSIONS WILL NOT BE ACCEPTED.**

### **PUBLIC RECORDS REQUIREMENTS**

JAA is a public entity required to comply with § 119.07, Florida Statutes. Depending on the type of project for which bids or proposals are requested, the items read at the public opening will vary. Sealed bids and proposals are not public record subject to mandatory disclosure under Florida law until such time as JAA provides notice of a decision (or intended decision) to award the contract or 30 days after opening, whichever is earlier. Exemption of financial statements applies only to required submissions for pre-qualification of Respondents on public works projects, pursuant to § 119.071(1)(c), Florida Statutes. Respondents to this solicitation do so in full recognition that JAA is a Florida public entity governed by the Florida Public Records Law in accordance with Florida Statutes, including but not limited to Sections 119.021, 288.075, 688.002, 812.081 and other applicable caselaw and provisions of Florida law. Notwithstanding the above, Respondents agree that failure to identify documents furnished to a public agency as exempt from public disclosure effectively may destroy any confidential or trade secret character the documents might otherwise have enjoyed.

IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (THE RESPONDENT’S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS), CONTACT JAA’S CUSTODIAN OF PUBLIC RECORDS:

Alissa Bowles, Revenue Compliance Specialist  
14201 Pecan Park Road  
Jacksonville, Florida 32218  
(904) 741-3672

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

Notwithstanding the above statement and/or requirement regarding public records, requests for access to public records within JAA’s possession may be made or obtained by contacting JAA. If copies are requested, an appropriate charge may be assessed, as provided in § 119.07(4), Florida Statutes. Upon receipt of any applicable fees, all disclosable copies will be made available in accordance with Florida Statutes. All those submitting responses to this solicitation will be provided notices of decisions regarding its award.

### **CONTACT WITH JAA STAFF, CONE OF SILENCE**

All parties who intend to directly or indirectly submit a response to the solicitation shall direct all contact with JAA through JAA’s Procurement Department. If the question or comment deals with a subject matter that is outside of the knowledge or responsibility of Procurement, then Procurement will direct the question or comment to the appropriate individual(s). Respondents to this solicitation may not contact JAA’s executives, staff, award or evaluation committee members, members of the Board of Directors or their staff, or any other individual or entity

directly or indirectly representing JAA's interests 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 the aforementioned date and time, for the purpose of selecting a company to provide the Services outlined in Article III (the “Scope of Services”). Proposals will be opened publicly via teleconference. Interested parties can join by phone by calling **(408) 418-9388**. Use access code **2633 688 9471#** to enter the meeting. Please email **brian.simmons@flyjacksonville.com** if you need assistance or if you would like to join via WebEx.

### 1.02 DELIVERY OF PROPOSALS

Proposals will only be received electronically via DemandStar.com only. To register with DemandStar.com, visit: [www.demandstar.com/registration](http://www.demandstar.com/registration). For information on how to navigate DemandStar.com, please see **Exhibit A**.

Subject to JAA's discretion to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent, late bids, as determined by the date stamp for upload into DemandStar.com, will not be considered. Each Respondent is fully responsible for ensuring that its Proposal is uploaded into DemandStar.com and shall assume the risk of non-delivery or untimely delivery caused by failure to do so before the designated date and time above. This RFP does not commit JAA to pay any costs or expenses whatsoever.

### 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 specifications, 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 each listed in the General Instructions.

### 1.04 EXAMINATION OF CONTRACT DOCUMENTS

The Respondent is required to carefully examine the Scope of Services and Contract Documents. Submission of a response to this RFP shall be construed as explicit evidence that the Respondent has investigated and is fully informed of the conditions, type, character, and quality of Goods to be provided and/or Services to be performed, and the requirements of the Contract documents.

### 1.05 OBLIGATION OF RESPONDENTS

The Respondent must fully study and understand 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 this RFP and the resulting Contract. The Respondent must be familiar – and comply – with all federal, state, and local laws, ordinances, rules, and regulations that may, in any manner, affect the Services and/or the Respondent's operations generally. 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, experience, and/or professional knowledge and experience as to the character of the proposed Services and any other conditions surrounding or affecting the proposed services. The submittal of a Proposal constitutes evidence that all Respondent questions and concerns have been satisfied and JAA will consider the Respondent's lack of inquiries or requests for clarification, generally or as it relates to specific requirements or provisions of this RFP or the Contract documents, prior to the Deadline for Questions to constitute the Respondent's acceptance of all of the terms, conditions, and requirements as stated in this solicitation, the Contract, and any addenda or attachments thereto.

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

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

No interpretation of the meaning of any part of this RFP, its Contract Documents, or corrections of any apparent ambiguity, inconsistency, or error therein, will be made to any Respondent orally. All requests for interpretations, clarifications, and corrections **MUST** be submitted in writing and addressed to JAA's Procurement Department, attention to Brian Simmons. Requests **MUST** be transmitted via email to **brian.simmons@flyjacksonville.com**. Each Respondent is solely responsible for ensuring that its requests for written interpretations or corrections are timely received and shall assume the risk of non-delivery or untimely delivery caused by failure to do so with enough time to ensure receipt by JAA before the designated date and time.

**All requests must be received before 4:00 PM (local time) on April 21, 2022 in order to be given any consideration.** Questions received after this date and time will not be reviewed or considered. All such interpretations and supplemental instructions will be in the form of a written Addendum to these solicitation documents which, if issued, will be posted on the JAA website ([www.flyjacksonville.com](http://www.flyjacksonville.com)) and/or DemandStar.com. It is the sole responsibility of each Respondent, before submitting its Proposal, to review the solicitation documents on JAA's website and DemandStar.com to find out if any Addenda were issued and to make such Addenda a part of its Proposal. In the case where a Respondent fails to acknowledge receipt of any Addenda in the space provided on the Proposal Form, its Proposal will nevertheless be construed as though any and all Addenda have been received and acknowledged, however, JAA, at its sole discretion, retains the right to disqualify any Proposal failing to acknowledge addenda.

Only an interpretation or correction given by JAA's Procurement Department in writing will be considered binding, and prospective Respondents are advised that no other source is authorized to give information concerning these solicitation documents.

## **1.07 PREPARATION OF PROPOSAL**

The Proposal Form must 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 specifically requested additional information should be submitted. All documentation submitted with the Proposal should be in a single file (PDF is preferred) unless additional files or formats are requested, in which case multiple files and/or file formats will be accepted.

The emphasis should be on completeness, 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 material. Proposals not providing these references will be considered to have no additional material value and will not be considered during the evaluation process.

If the Proposal is made by an individual, s/he must sign their name and state their address, along with 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 their own, along with the state of incorporation or charter and the business addresses of the President, Secretary, and Treasurer of the corporation. **FAILURE TO SIGN YOUR PROPOSAL WILL CONSTITUTE A MATERIAL IRREGULARITY AND WILL RESULT IN THE REJECTION OF THE PROPOSAL.** 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, modified, and/or resubmitted without prejudice from within the DemandStar e-bidding platform before the date and time that the Proposals are opened. Any Proposal not so withdrawn will, upon opening, constitute an irrevocable offer to furnish the Services contemplated herein for no less than ninety (90) days. JAA endeavors to take action on Proposals within sixty (60) days after Proposals are opened; however, no guarantee or representation is made as to the time between the Proposal opening and the subsequent JAA decisions and/or action(s) regarding an award. To the extent the awards and/or negotiation process does not result in an executed contract with the selected Respondent, JAA reserves the right to initiate the same with the

next ranked Respondent(s) until such time as an executed contract results; or otherwise proceed as permitted pursuant to the JAA Procurement Code.

#### **1.09 MANDATORY RESPONDENT CRITERIA**

Respondents must meet the mandatory requirements listed herein in order to be considered for an award of a contract. Respondents will specifically address each mandatory requirement in their Proposal. In order for JAA to consider the qualifications of Respondents for this Project, each Respondent must acknowledge said requirements on company letterhead and provide written documentation that it meets the following:

- A. Minimum of five (5) years providing roofing and/or gutter repairs immediately prior to the response opening,
- B. Current, valid, and verifiable Florida roofing license, and
- C. Current bond or ability to provide proof of bondability of up to \$100,000.

#### **1.10 RESPONSIBLE RESPONDENT CRITERIA**

In considering the responsibility of the Respondents, JAA will examine each timely received proposal against the factors listed below. Respondents must address each factor specifically in their Proposal. JAA reserves the right to reject any and all Proposals, in whole or in part, and to waive any minor irregularities that will not result in an unfair advantage or disadvantage any Respondent. Nothing in this solicitation shall prohibit JAA from postponing or canceling the solicitation, awards, and/or contracts process, should conditions require it.

This solicitation will be evaluated on a 100-point scale, using the following criteria (and the corresponding maximum available points per each criterion are notated parenthetically):

#### **SECTION 1: Corporate Overview (maximum points possible: 10).**

It is intended that the Respondent present an overview of the structure of the team that would provide the requested Service(s). This information should include a description of the organization's overall corporate identity, and the relation of the office submitting their qualifications to the overall organization.

The intent of this section is to provide the reviewer with a fairly comprehensive overview of the firm, but not burden them with extraneous detail.

#### **SECTION 2: Proposed Pricing (maximum points possible: 30).**

Respondent costs will be evaluated based upon:

- a) Hourly rates, and
- b) Markup proposed for materials.

#### **SECTION 3: Resumes, Experience, and Certifications of Key Personnel (maximum points possible: 30).**

#### **SECTION 4: Previous Projects (maximum points possible: 20).**

This information should also identify specific qualifications in terms of project experience of similar size and scope within the last five (5) years. This information should be discussed in specific detail and include the dates and locations of the recent work.

#### **SECTION 5: References (maximum points possible: 10).**

**NOTE:** THE RESPONDENT SHOULD SEND THE QUESTIONNAIRE TO FIVE (5) REFERENCES.

JAA WILL ACCEPT THE REFERENCE FORM **ONLY** FROM THE INDIVIDUAL COMPLETING THE REFERENCE QUESTIONNAIRE. THE REFERENCE FORM SHOULD BE E-MAILED DIRECTLY TO [PROCUREMENT-BIDS@FLYJACKSONVILLE.COM](mailto:PROCUREMENT-BIDS@FLYJACKSONVILLE.COM) WITH RFP NO. 22-08-45133 IN THE SUBJECT LINE.



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

**SECTION 6: Disadvantaged and Local Small Business Opportunity Goals**

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.

No SBE participation goal has been established for this Request for Proposal ("RFP"). However, Respondents are highly encouraged to propose participation by local Small/Minority/Disadvantaged Business Enterprises to perform functions of work required in this ITB/RFP. Proposed Small/Minority/DBEs firms must be currently certified to participate. A list of certified firms is available at the links below:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

<https://jaxseb.coj.net>

Additional assistance can be obtained by calling the Supplier Diversity and Compliance Specialist, Meghan Miles, by phone at (904) 741-3861 or by email at [meghan.miles@flyjacksonville.com](mailto:meghan.miles@flyjacksonville.com).

**1.11 EVALUATION OF PROPOSALS**

Upon receipt of proposals, JAA Staff will conduct a review to assure that each submittal is generally responsive to the published criteria. Submittals deemed non-responsive will be returned to the proposer with a brief explanation of the reason(s) for the rejection.

Following this preliminary review, an Evaluation Committee will be convened to evaluate and rank each submittal based on the information requested in Sections 1 through 4 of the Responsible Respondent Criteria. The points available for each Section are outlined in Article 1.10 as follows:

Part A: <b><u>Mandatory</u></b> Minimum Qualification	Pass or Fail
Part B: Responsible Respondent Criteria:	
Section 1: Corporate Overview	10 points maximum
Section 2: Proposed Pricing	30 points maximum
Section 3: Key Personnel	30 points maximum
Section 4: Previous Projects	20 points maximum
Section 5: Customer References	10 points maximum
<b>Total: 100 points</b>	

After the firms have been evaluated based on their written submittals, Respondents may be more closely considered through a presentation of their approach to perform these particular services. JAA reserves the right, at its sole discretion, to short-list a number of Respondents to participate in such presentations, prior to the final selection. In the event JAA elects to have presentations, short-listed Respondents will be provided presentation evaluation criteria with corresponding maximum points available, prior to the presentation date. Respondent's account executives must be present for the presentation.

This RFP does not commit JAA to pay costs or expenses of any kind incurred by the various Respondents during proposal preparation, submittal, or presentations, if any. The presentation date and time, if applicable, will be scheduled at the convenience of JAA.

Presentation points will be added to the Respondent's score for the written submittals for a cumulative total.

#### **1.12 DISQUALIFICATIONS OF RESPONDENTS**

In addition to being listed on any state and/or federal list of debarred, suspended, and/or scrutinized vendors, any of the following causes may be 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 delayed, overdue, or dilatory on any existing work 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 represent oneself as a different individual, firm, or business for the purpose of shielding any individual, firm, partnership, corporation, or similar entity or concern from the application of this provision may be considered grounds for disqualification and/or debarment of all those persons or entities involved, and
- 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 three (3) business days after the date of JAA's notice to appeal the decision and any appeals must be in writing.

#### **1.13 REJECTIONS OF IRREGULAR PROPOSALS**

Subject to the exercise of JAA's discretion to waive minor irregularities, proposals will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, additional terms, conditions, caveats, or limitations, unauthorized alternate bids, or other irregularities of any kind. JAA reserves the right to waive minor irregularities so long as such waiver will not result in an unfair advantage or disadvantage to any Respondent.

#### **1.14 CONFLICT OF INTEREST CERTIFICATE**

The Respondent must execute either Section I or Section II of the Conflict of Interest Certificate, **Exhibit B**, relative to §§ 112.313(7) & (10), Florida Statutes. Failure to execute either section may result in rejection of Respondent's proposal.

### **1.15 PUBLIC ENTITY CRIMES**

Pursuant to § 287.133(2), Florida Statutes:

(a) “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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

(b) “A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person’s name appears on the convicted vendor list.”

### **1.16 PRE-PROPOSAL MEETING**

A Pre-Proposal Meeting will not be held for this solicitation.

### **1.17 LOCAL PREFERENCE PROGRAM**

In an effort to promote 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.

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

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

**Verifiable local firms will be awarded five (5) points.** Non-local firms outside of the normal market area that subcontract with a verifiable local firm will be awarded three (3) points (see **Exhibit F**).

### **1.18 DISADVANTAGED BUSINESS ENTERPRISES DBE PARTICIPATION**

It is the policy of JAA to require the inclusion of firms owned and controlled by minorities and women in contract awards and projects whenever feasible. This policy is consistent with the administrative mandate set out by the United States Department of Transportation in 49 CFR Part 26. While no participation goal was established for the project, DBE participation is encouraged.

### **1.19 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 normal SBE market area is defined as Duval, Clay, Baker, St. Johns or Nassau Counties.

## **1.20 NON-DISCRIMINATION PROVISIONS**

The Respondent generally agrees to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended. The Equal Employment Opportunity Clause in Section 202, paragraphs 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 U.S.C., Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled Veteran and Veterans of the Vietnam Era, is incorporated herein by a specific reference. The Respondent specifically agrees to comply with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discriminations on the grounds of race, color, or national origin; and (ii) Title 49 of the U.S.C. § 47123, which further prohibits discrimination on the basis of sex, gender, creed, or religion.

## **1.21 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 to award a Contract to the Respondent with 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 to, and in the best interests of, JAA. JAA's CEO has final approval authority for any resulting Contract.

Evaluation factors to be considered are listed in Articles 1.09 and 1.10 and will be used to determine the highest ranked Respondent which is the apparent basis for award. Respondents should be sure to address each of those factors. If a Proposal is ranked with a score that is 25 percent lower than the highest ranked Respondent's score, excluding points for pricing, the Respondent, at the sole discretion of JAA, may be deemed unacceptable to perform the services as requested by the solicitation, and therefore excluded from the ranking of firms evaluated. In evaluating proposals, JAA is under no obligation to contact a Respondent to obtain information required herein.

JAA's intended award decision for this solicitation and the results of the Awards Committee's action regarding the same will be posted on the JAA website at [www.flyjacksonville.com/Awards2015.aspx](http://www.flyjacksonville.com/Awards2015.aspx).

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

## **1.22 PUBLIC MEETING REQUIREMENTS**

JAA is a public entity required to comply with § 286.011, Florida Statutes. Therefore, meetings of JAA's Awards Committee and its Board of Directors 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 on [www.flyjacksonville.com/Pmeetings2015.aspx](http://www.flyjacksonville.com/Pmeetings2015.aspx).

## **1.23 PROTEST PROCEDURES**

Any Respondent adversely affected during this solicitation process may file a Notice of Protest, including all the particulars of fact and law on which the protest is based. This notice must be in writing and addressed to the JAA, attention to the Procurement Director, 14201 Pecan Park Road, 2<sup>nd</sup> Floor, Jacksonville, Florida 32218. A proper Notice of Protest may be timely filed in writing pursuant to JAA's Protest Procedures, which may be found by visiting JAA's website at [www.flyjacksonville.com/PDFs/award-protest.pdf](http://www.flyjacksonville.com/PDFs/award-protest.pdf). **IT IS THE SOLE RESPONSIBILITY OF THE PROTESTOR TO KNOW AND DETERMINE THE DATE AND TIME ANY INTENDED DECISION, RECOMMENDATION, OR ACTION IS TAKEN OR POSTED BY JAA.**

## **1.24 EXECUTION OF THE AGREEMENT**

Within 10 business days after the Notice of Award is issued, the successful Respondent will furnish the required certificates of insurance, including required endorsements, riders, and waivers, as applicable, along with any other

requirements, and enter into a formal Agreement with JAA. Failure to execute the resulting Contract as provided in these documents within 10 business days after the date of the Notice of Award will be just cause to rescind the award (unless such failure has been caused by JAA), after which the award may then be made to another Respondent or this solicitation may be re-advertised, at JAA's sole discretion. The Respondent whose award JAA rescinded may be considered irresponsible during evaluation of its response to any future solicitations. No award will be binding upon JAA until the Contract contemplated herein has been fully executed by all parties.

#### **1.25 PARTICIPATION IN E-VERIFY REQUIRED BY LAW**

Pursuant to § 448.095, Florida Statutes, all vendors contracting with a public entity, including the Jacksonville Aviation Authority, are required to register with, and participate in, the federal government's E-Verify program ([www.e-verify.gov](http://www.e-verify.gov)). By submitting a response to this solicitation, the Respondent acknowledges and agrees that they are currently in compliance with § 448.095, Florida Statutes, and will remain compliant. In addition, the Respondent further acknowledges that:

- (a) If JAA has a good faith belief that a person or entity with which it is contracting has knowingly violated § 448.095(1), Florida Statutes, the contract is required by law to be immediately terminated,
- (b) If JAA has a good faith belief that a subcontractor has knowingly violated § 448.095, Florida Statutes, but believes that the Prime Contractor is otherwise compliant, JAA shall promptly notify the Prime Contractor and order the Prime Contractor to immediately terminate their contract with the subcontractor, as required by law,
- (c) A contract terminated as specified herein is not a breach of contract under Florida law, may not be considered as such, but may be challenged in the Circuit Court no later than twenty (20) calendar days after the date of termination,
- (d) If a contract is terminated pursuant to § 448.095, Florida Statutes, the Contractor may not be awarded a public contract by any agency for a period of one (1) year after the date of termination, and
- (e) The Prime Contractor's contracts with every subcontractor who will or may perform any portion of the Services outlined herein must include a provision requiring said subcontractor(s) to comply with the provisions of § 448.095, Florida Statutes.

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## ARTICLE II – GENERAL CONDITIONS

### 2.01 DEFINITIONS

**AOA** – Airport Operations Area

**AUTHORITY** – Jacksonville Aviation Authority

**CECIL** – Cecil Airport

**CONTRACT** – The Contract consists of the solicitation documents; Respondent’s Proposal; any Addenda issued prior to; and any Amendments issued after execution of the Contract.

**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, and the Responder’s supporting documentation on which the Respondent is to submit, or has submitted, its charges for the services contemplated and proposed approach to the providing of the goods and/or services contemplated herein.

**RESPONDENT** – Any individual, firm, or corporation submitting a response 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 the Contract are specified in Article III, 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 adjusted accordingly, based on a mutually agreed upon 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 resulting Contract term will be for an initial three-year term, with renewal options of up to two years at the sole discretion of JAA. The Contract may be terminated at any time with 30 days’ written notice, 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 RFP will include the following provisions:

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

## **2.05 INSURANCE**

Respondent agrees to maintain at all times during the life of this contract, on a primary and non-contributory basis, and at its sole expense, the following insurance coverages, limits, including and endorsements described herein. All coverages shall be on a “per occurrence” basis, where applicable. The requirements contained herein, as well

as JAA's review or acceptance of insurance maintained by Respondent is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Respondent under this Contract.

**Comprehensive Commercial General Liability:** Respondent shall maintain Comprehensive General Liability Insurance coverage that shall include premises, operations, independent contractors, personal injury (deleting any exclusions relating to employees), products, general or employee theft and contractual liability including, but not limited to, the liability assumed by the Respondent under the hold harmless provision of this solicitation. Said policy or policies shall cover loss or liability for damages in an amount not less than One Million Dollars (\$1,000,000), combined single limit, for bodily injury, death, or property damage occurring by reason of the Respondent's operations in, on, or about JAA owned or controlled property. The Authority shall be named and endorsed an additional named insured.

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

**Worker's Compensation Insurance & Employers Liability:** Respondent shall maintain Worker's Compensation Insurance & Employer Liability in accordance with Chapter 440, Florida Statutes, as now or hereafter amended.

**Cyber Liability Insurance:** Respondent shall procure and maintain Cyber Liability Insurance at a limit of liability not less than \$250,000 per occurrence. JAA must receive 30-day notice of intent to cancel, non-renewal, or material change(s) in coverage. Cyber Liability Insurance Coverage shall contain the following:

- (a) Liability arising from the theft, dissemination, and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination, or use of the confidential information.
- (b) Network security liability arising from the unauthorized use of, access to, tampering with, or destruction of data and/or computer systems.
- (c) Liability arising from the failure of technology products (software) required under the contract for vendor to properly perform the services intended.
- (d) Electronic Media Liability arising from personal injury, plagiarism, or misappropriation of ideas, domain name infringement, improper deep-linking or framing, and infringement or violation of other intellectual property rights.
- (e) Liability arising from the rendering, or failure to render, professional services.

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

**Waiver of Subrogation:** Respondent agrees by entering into a contract with JAA to a Waiver of Subrogation in favor of JAA for each required policy herein.

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



**Umbrella or Excess Liability:** Respondent may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. Respondent agrees to endorse JAA as an "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 at any time before and during the course of the Contract contemplated herein. Additionally, JAA reserves the right to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage(s).

## **2.06 RESPONSIBILITIES OF THE RESPONDENT**

- A. A mandatory post-award conference may be scheduled after the Contract is awarded and, if so required, will normally be held within 10 business days after contract award. At or before the Conference, the Respondent shall furnish all required certificates of insurance, bonds, copies of licenses, permits, and/or 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, or other formal instruction, by JAA.
- C. The Respondent is responsible for the professional services, technical accuracy, 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 solely 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, 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, any changes to these estimates, make joint inspections with a JAA Inspector at times designated by JAA, will be available to meet with JAA during its working hours, and to answer questions from a JAA Inspector and/or Contracting Officer.
- G. The Respondent will comply with all provisions 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, or payment will only be made for only the original approved amount.
- H. The Respondent will have a competent Respondent's Representative, who is satisfactory to JAA, on the job at all times when services are being performed with full authority from the Respondent to act on its behalf. All representatives must be thoroughly familiar with the Contract terms as well as the following:

1. Provide an adequate workforce to service the facilities according to Contract requirements.
  2. Provide sufficient backup personnel to cover absenteeism or employee turnover.
- 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 bear the sole responsibility of complying with FAA guidelines, including but not limited to, requiring a 10-year employment history and background check, and the issuance and wearing of security badges. Any fines incurred by JAA for violations of any DHS and/or FAA regulations by Respondent or Respondent's employees will be charged back to the Respondent and, if not promptly paid by the Respondent, may result in termination of the Contract. See **Exhibit G** for the JAA form titled "Certifying Official Training," 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 DHS and/or FAA guidelines will be required to immediately surrender their badge and be removed from JAA property.
- 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's interests. All personnel assigned to JAA must understand and clearly speak English.
- K. 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 a terminal or moved into security zones must be cleared through the applicable security control checkpoints.
- L. 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 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.
- M. The Respondent is responsible for the repair or replacement for any damage to JAA property. Failure to report the same within the specified time may be cause for termination of this Contract. The Respondent is responsible for reporting, in writing, the occurrence of damage to JAA property or its tenants' within twenty-four (24) hours. Failure to report the damage(s) within the specified time may be cause for termination of the Contract.
- N. The Respondents/Subcontractors/Independent Operators employees will not be assisted or accompanied by non-employees during the performance of the Scope of Services.
- O. The Respondent will furnish all equipment and supplies necessary to perform the services of the Contract.
- P. The Respondent is liable for any expense incurred as a consequence of any traffic infraction or parking violations attributable to employees of the Respondent.
- Q. The Respondent agrees that its vehicles, cargo, goods, and other personal property are subject to inspection and search when attempting to enter or leave, and at all times while on JAA property, at the sole discretion of JAA.

## **2.07 WARRANTY – MINIMUM REQUIREMENTS**

- A. Respondent shall provide a minimum of a one (1) year warranty on all materials, or for as long as is provided by the manufacturer, whichever is greater. Any parts/materials furnished by the Respondent will have a percentage markup not to exceed the amount as indicated on the Proposal Form.
- B. Respondent shall have a minimum of one (1) year warranty on all workmanship once approved by JAA.

No disclaimers of warranty will be allowed, and all warranties will begin at the time of final acceptance by JAA. Inclusion of a disclaimer of warranty may result in disqualification of your proposal.

## **2.08 RESPONSIBILITIES OF JAA**

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

## **2.09 COMPENSATION**

JAA's payment policy exceeds the minimum requirements of § 218.70, Florida Statutes (the "Local Government Prompt Payment Act"). As such, compensation will be paid in accordance with the Respondent's price submitted on the Proposal Form and accepted by JAA, subject to post-proposal negotiations, value engineering, etc. The invoice, which must reference the purchase order number, should be mailed to JAA, attention to Accounts Payable, 14201 Pecan Park Road, Jacksonville, Florida 32218, and may also be submitted via email to [accountspayable@flyjacksonville.com](mailto:accountspayable@flyjacksonville.com) in lieu of a physical mailing. Invoices will be processed in accordance with normal JAA procedures, which is 30 days net (20 days net for certified small businesses) after receipt of an approved invoice. JAA, at its sole discretion, may authorize advance payments, deposits, or partial payments but shall not accept any requirements to do so outside of a prior written agreement.

## **2.10 ACH PAYMENT PARTICIPATION ACKNOWLEDGEMENT**

JAA is endeavoring to process its accounts payable transactions even more efficiently through the Automated Clearing House (ACH) payment method. Submitting a quote in response to this solicitation shall represent an acknowledgement that, as a condition precedent to Respondent receiving an award in this matter and receiving payments thereunder, Respondent will complete and return JAA's ACH Authorization Form, a draft copy of which is attached hereto as **Exhibit C**. JAA will make every effort to secure the information obtained through this initiative in accordance with Florida law, under which banking information and account numbers are currently considered confidential and exempt from public disclosure, but will not accept any liability for inadvertent disclosure arising from its compliance with a lawful public records request.

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

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

## **2.11 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 any projects resulting from the contracts contemplated herein.

## **2.12 JAA'S RIGHT TO TERMINATE THE RESULTING CONTRACTS**

The resulting Contract(s) may be terminated by JAA in accordance with this clause whenever JAA determines that such termination is in the best interests of JAA. Such termination will be effected by a 30-day prior written notice to the Respondent stating the date upon which such termination becomes effective.

JAA may terminate the Contract should the Respondent have repeated and sustained violations of Federal Aviation Administration (FAA) and/or Transportation Security Administration (TSA) regulations, or as determined by JAA.

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

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

JAA Contracts are always subject to availability of budgeted funds.

## **2.13 ASSIGNMENT**

The Respondent will not assign or otherwise transfer its rights under the Contract without the prior written consent of JAA, nor will the Respondent assign any monies due or which shall become due to them without the prior written consent of JAA.

## **2.14 SUBCONTRACTORS**

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

## **2.15 PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS**

Generally, when the Respondent receives payment from JAA for labor, services or materials furnished by Subcontractors and suppliers hired by JAA, the Respondent shall remit payment due (less proper retainage) to those Subcontractors and suppliers within 20 calendar days after Respondent's receipt of payment from JAA. Nothing herein shall prohibit Respondent from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, the Respondent may withhold the disputed portion of any such payment only after Respondent has provided notice to JAA and to the Subcontractor and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute, (iii) specifically describe the actions required to cure the dispute, (iv) be delivered to JAA and to the said Subcontractor or supplier within 10 calendar days after the Respondent's receipt of payment from JAA. The Respondent shall pay all undisputed amounts due within the time frames specified in this section.

## **2.16 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 during the course of the Contract will immediately become a part of the Contract. Respondent will have the option to meet or exceed any such safety standards.

## **2.17 CHANGES IN PERSONNEL**

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

## **2.18 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.

## **2.19 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.

## **2.20 ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of the Contract, the provisions of this RFP, and/or the Respondent's Proposal, referred to and incorporated in the Contract by reference, said provisions will be given preference in the following order: 1) the Contract, 2) this RFP, 3) Respondent's Proposal, and 4) the Purchase Order.

## **2.21 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.

## **2.22 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.

## **2.23 UNCONTROLLABLE FORCES**

Neither party shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, acts of nature, fires, pandemics, terrorism, war, civil unrest, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party, and have been entirely unforeseeable prior to its occurrence.

## **2.24 SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of the Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of competent jurisdiction, such portion shall be deemed as a

separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

## **2.25 ENTIRE AGREEMENT**

By submitting a proposal in response to this solicitation, the Respondent acknowledges that it has familiarized itself with JAA's Contract Form and that the same will be 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, including but not limited to any terms, conditions, or similar requirements that the successful Respondent may have as part of a website or otherwise. 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 only be modified by written amendment expressly referencing this Contract and signed by all Parties hereto.

## **2.26 PROPRIETARY INFORMATION**

In accordance with Chapter 119, Florida Statutes, and notwithstanding any other provision of law, all Respondents should be aware that the RFP, and the responses received, are public record. However, the Respondents are requested to identify specifically any information contained in their proposals, which they believe to be exempt from public 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 response hereto. 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.

## **2.26 TIME REQUIREMENT**

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

## **2.27 DAMAGES**

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

## **2.28 "BID BOND" REQUIREMENT**

A proposal or "bid" bond is not required for this solicitation.

## **2.29 PERFORMANCE AND PAYMENT BONDS**

As a part of its Proposal, each Respondent shall submit proof of bondability from a surety licensed to do business in the State of Florida and Duval County and, by submitting said proof of bondability, the Respondent acknowledges their understanding of the requirements of § 255.05, Florida Statutes, as it relates to requirements for Performance and Payment Bonds on applicable projects that arise out of the contract(s) contemplated herein.

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

## 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 recreational and sport flyers; and Cecil Airport and Spaceport, ideally suited for major aircraft maintenance, repair, and overhaul and vertical flight operations.

As the owner and operator, JAA desires to enter into a contract with a firm to provide on-call roofing and gutter repairs, maintenance, and installation on a per-project or “Task Order” basis, that is consistent and compliant with federal, state, and local building codes, standards, regulations, rules, requirements, and industry best practices. The successful Respondent(s) shall prove, by their qualifications and experience, that they will best serve the needs of JAA. The selection of the successful Respondent(s) shall be at the sole discretion of JAA, and JAA reserves the right to select more than one firm, if in the best interests of JAA, and all contracts contemplated herein shall be non-exclusive and utilized on a rotating basis, as applicable, subject to the requirements and best interests of JAA.

### 3.02 SCOPE OF SERVICES

The Respondent shall be required to provide on-call roofing and gutter repair services, including but not limited to the following:

#### A. Roofing

Supply all labor and materials to:

1. Clean and prep roofing prior to repairs and/or coating,
2. Treat rust areas with a chemical rust converter,
3. Repair holes and/or other damage,
4. Replace existing skylight panels with new panels,
5. Replace all roof panel fasteners with new “lifetime” screws,
6. Seal new screws with additional sealant (Geocel or approved equivalent, as determined by JAA),
7. Re-seal all roof panel overlaps,
8. Apply a siliconized elastomeric roof coating to metal roof panels, and/or
9. Mobilized and demobilize, including cleanup of all construction debris.

Pricing is to include all materials, labor, costs, fees, permits, insurance, machinery, licenses, or other charges.

#### B. Gutters

Supply all labor and materials to:

1. Install new flashing at the bottom roof edge that goes under existing roof and directs rainwater into new or existing gutters,
2. Repair existing gutters,
3. Install new gutters, correctly sized for the roof area,
4. Install a downspout system that will carry the rainwater to the ground as inconspicuously and efficiently as possible,
5. Install splash blocks to direct rainwater away from buildings, and/or
6. Tie gutters into existing drainage system, if applicable.

The two scopes of work may be scheduled independently, concurrently, or consecutively, depending on the needs of individual projects. All work shall be inspected by JAA prior to acceptance.

Working hours are 7:00 AM (local time) until 5:00 PM (local time), Monday through Friday. Work may be required after hours, on weekends, or during holidays but must be approved by JAA prior to work being performed outside

of normal business hours. Any emergency call-outs will require immediate service, no later than six (6) hours after vendor notification, regardless of time or day.

### **3.03 CONTRACT**

Respondent must acknowledge that JAA's Contract is acceptable (see **Exhibit D**). Respondents shall acknowledge acceptance of the Contract on the Proposal Form or by acquiescence through submitting a proposal in response to this solicitation. All noted exceptions to the Contract and all other documents that will need to be executed by JAA must be submitted with the Respondent's proposal.

In the event the Respondent requires clarification of JAA's Contract, Respondent must submit a written request to have any and all contract provisions or requirements herein clarified pursuant to Section 1.06 above.

### **3.04 PERFORMANCE MEETINGS**

The Respondent 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 Respondent to identify areas of concern so they can be resolved in a timely manner. JAA may elect to switch to monthly meetings, if necessary, at its sole discretion.

### **3.05 PERFORMANCE STANDARDS**

The standards by which the Respondent's performance will be evaluated are set forth as stated below. The Respondent's failure to meet and maintain these standards, after receipt of written notice to correct such deficiencies, immediately, but in no case longer twenty-four (24) hours' notice. Failure to remedy deficiencies within twenty-four (24) hours may result in the following or termination of the Contract.

- a. **Late Response Violation** – To a callback and service request, this would apply, for example but is not limited to, if the technician acknowledged a service call by radio or telephone, but did not respond to the location within the required four (4) hours for standard service time, standard after hours service time and holidays or two (2) hours for emergency response time shall be subject to a deduction of \$250 per violation, per occurrence.
- b. **Cleanliness of Area(s)** – The Respondent's failure to maintain a clean work area, shall be subject to a deduction of \$250 per violation, per occurrence.
- c. **Service Level Expectations** – To a callback for the same service request within seven (7) days shall be subject to a deduction of \$250, per occurrence.

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



**ARTICLE IV – LOCAL SMALL BUSINESS ENTERPRISE (SBE) POLICY, GOALS CONDITIONS AND INSTRUCTIONS**

This section is not applicable to this solicitation and is intentionally blank.

ARTICLE V – PROPOSAL FORM

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

(Page 1 of 2)

CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED

RESPONDENT SHALL UPLOAD INTO DEMANDSTAR THEIR PROPOSAL DOCUMENT THAT CONTAINS ALL REQUIRED DOCUMENTS. PROPOSALS MUST BE UPLOADED INTO THE DEMANDSTAR.COM E-BIDDING SYSTEM.

The following checklist is provided for convenience. The Respondent is responsible for carefully reviewing the submittal requirements in this RFP and submit all information requested or required. In order for JAA to consider the qualifications of Respondents for this Project, each Respondent must provide a general acknowledgement on company letterhead and additional written documentation that it meets the following Mandatory Minimum Qualifications:

- A. **Mandatory** Minimum Respondent Requirements (Refer to Article 1.09)
- B. Responsible Respondent Criteria (Refer to Article 1.10)
  - Section 1: Corporate Overview
  - Section 2: Proposed Pricing
  - Section 3: Key Personnel
  - Section 4: Previous Projects
  - Section 5: Customer References

THE RESPONDENT SHOULD SEND THE REFERENCE QUESTIONNAIRE TO FIVE (5) REFERENCES.

JAA WILL ACCEPT THE REFERENCE FORM **ONLY** FROM THE INDIVIDUAL COMPLETING THE REFERENCE QUESTIONNAIRE. THE REFERENCE FORM SHOULD BE E-MAILED DIRECTLY TO [PROCUREMENT-BIDS@FLYJACKSONVILLE.COM](mailto:PROCUREMENT-BIDS@FLYJACKSONVILLE.COM) WITH THE RFP NO. 22-08-45133 IN THE SUBJECT LINE.

- C. Conflict of Interest Certificate (Exhibit B)
- D. Include SBE/DBE and/or Local Business Verification Forms, if applicable
- E. Addendum Acknowledgement, if applicable

Acknowledgment of the following Addenda \_\_\_ - \_\_\_ is hereby made. Respondent's Initials: \_\_\_\_\_

- F. 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

G. Acknowledgement of Warranty Acceptance is hereby made: Respondent's Initials: \_\_\_\_\_

H. Acknowledgement Respondent will accept a Purchase Order and invoice JAA:  
Respondent's Initials: \_\_\_\_\_

I. Acknowledgement of ACH Payment acceptance is hereby made:  
Respondent's Initials: \_\_\_\_\_

**ARTICLE IV – PROPOSAL FORM**

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

(Page 2 of 2)

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

Respondent's Initials: \_\_\_\_\_

K. Acknowledgement and Acceptance of the JAA Contract is hereby made:

Respondent's Initials: \_\_\_\_\_

**In the event JAA's Contract is not acceptable, Respondent must submit a written request to have any and all contract provisions or requirements herein addressed pursuant to Section 1.06 above.**

L. Proposer Certification and Signature:

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

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

Respondent Name: \_\_\_\_\_

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

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

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

Respondent is a:  Corporation  Partnership  Individual

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

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

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

**PROPOSAL PRICING**

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

(Page 1 of 1)

Mobilization & Demobilization \$\_\_\_\_\_.

Hourly Rate \$\_\_\_\_\_.

Materials Markup\* \_\_\_\_\_%.

*\* JAA reserves the right, but not the obligation, to require the vendor to provide copies of invoices and/or their associated payment(s) for audit and/or verification purposes. By submitting a response to this RFP, Proposer acknowledges and agrees to this provision and production of requested documentation as requested by JAA.*

(Remainder of the page is intentionally left blank.)

# Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

**It's EASY!** Get started with these 3 easy steps!

## 1 REGISTER

Go to:

<https://www.demandstar.com/registration>

### Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



## 2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "~~City of Metropolis~~" in the Search Box

"**Jacksonville Aviation Authority**"

## 3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

### ← Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis  ✕

Narrow down your search by selecting a state and county.

State	County
<input type="text" value="Select State"/> ▼	<input type="text" value="Select County"/> ▼

You have chosen **Metropolis Technical College** as your free agency.  
Add additional government agencies below for \$25 per County,  
Statewide and National subscriptions available.

My Subscriptions  [0]

**Nation (0)**

**States (0)**

**Counties (0)**

		Your Current Rate
<b>Total</b>	<b>(0 subscriptions)</b>	<b>\$0/year</b>

**Proceed to Checkout**

**Skip for Now**

**SIGN UP**

Visit [www.demandstar.com](http://www.demandstar.com)



# Responding to an Electronic Bid

5 Step Instructions

# Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name

The screenshot shows a procurement portal interface. At the top, there are navigation tabs: 'Board', 'Bids', 'Quotes', 'Coming Soon! Activities', 'Coming Soon! Messages', and 'Responses'. Below the tabs is a dark blue header bar. Underneath, there is a yellow arrow-shaped button labeled 'Bids'. To the right of this button is a 'Sort By' dropdown menu set to 'Due Date'. The main content area displays a list of bid items. A red arrow points to the first item, 'TSEBIDVINO24JAN01'. Each item has a title, a description, an ID, broadcast and due dates, the number of planholders, and a 'Watch' button. The status of each item is shown in a yellow 'Active' button.

Solicitation Name	Description	ID	Broadcast	Due	Planholders	Watch	Status
TSEBIDVINO24JAN01	City of Fort Pierce - Purchasing Department, Fort Pierce, AZ	BID-TSEBIDVINO24JAN01-0-2020/al	1/24/2020	3/1/2020	3	Watch	Active
AA-BB-CC-DD-EE	agency2.0, Texas, FL	EBID-001-946-00-0-2020/AD	2/4/2020	2/29/2020	0	Watch	Active
TESTBID	agency2.0, Texas, FL						Active



# Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

TESTBID Active

### Bid Details

Agency Name	agency2.0
Bid Writer	agency2.0 d
Bid ID	EBID-123456-0-2020/AD
Bid Type	EBID - E-BID
Broadcast Date	02/06/2020 9:40 AM Eastern
Fiscal Year	2020
Due	02/29/2020 11:00 PM Eastern
Bid Status Text	BID STATUS

### Scope of Work

Scope to Work

### Documents

Filename	Type	Date Modified	Status
fer	Attachment	02/06/2020	Complete

### Distribution Info

Bid Bond	None
Plan (blueprint)	None
E-Bidding	Submit
Distributed By	DemandStar
Distribution Method	Download and Mail
Distribution Options	Bid has no blueprints associated with it
Project Estimated Budget	\$120,000.00
Distribution Notes	None

### Publications

[View Legal Ad](#)

### Pre-Bid Conference

No Pre-Bid Conference Date Found

### Commodity Code

[001-946-00] FINANCIAL SERVICES

[Submit E-Bid Proposal](#)

# Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”

If there is not a total bid amount in your submission, please put “0”

Example: a request for qualifications opportunity may not require a bid amount so vendors will input “0” under “Bid Amount”

DEMANDSTAR Dashboard Bids Quotes Coming Soon! Activities Coming Soon! Messages Responses Robyn Gallardi

Home > Bids > TESTBID > My Ebid Response Save & Finish Later Cancel

### Bid Details

Agency Name agency2.0  
Bid Number EBID-123456-0-2020/AD  
Bid Due Date 02/29/2020 (PST)  
Bid Opening 23 days, 04 hours, 23 minutes, 54 seconds Remaining  
Bid Name TESTBID

### E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

### E-Bid Response

#### Contact Information

Company Name  
Calgon Carbon Corporation

Address 1  
P. O. Box 717

Address 2  
Address 2 (optional)

City  
Pittsburgh

Country United States of Ame... State/Province Pennsylvania

County Select... Postal Code 15230-0717

Phone Number 4127876810 Extension (optional)

Bid Amount 127,000 Invalid Alternate Bid Amount (optional)

Notes  
For the full 6 month contract (optional)

Next

# Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

**TIP:**

There is a place for you to add “Supplemental”, i.e. non-required, documents.

The screenshot shows the DEMANDSTAR web application interface for an E-Bid Response. The user is logged in as Robyn Gallardi. The breadcrumb trail is Home > Bids > TESTBID > My Ebid Response. The page is titled "E-Bid Response" and contains several sections:

- Bid Details:** Agency Name: agency2.0; Bid Number: EBID-123456-0-2020(AD); Bid Due Date: 02/29/2020 (PST); Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining; Bid Name: TESTBID.
- E-Bid Progress:** A progress indicator with three steps: Contact Information (completed), Documents Upload (current step), and Review Bid (pending).
- Required Documents:** A section with a heading "Required Documents" and a sub-heading "Agency Accepted File Formats". Below this is a table for document submission:

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	None	Choose a file

Below the table is a "Supplemental Documents" section with a text input field for "Document Title" and an "Add Document" button. At the bottom of the page are "Previous" and "Next" navigation buttons.

# Step 4 continued

## TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

**E-Bid Response**

**Bid Details**

- Agency Name: agency2.0
- Bid Number: EBID-123456-0-2020/KD
- Bid Due Date: 02/25/2020 (PST)
- Bid Opening: 19 days, 13 hours, 28 minutes, 21 seconds Remaining
- Bid Name: TESTBID

**E-Bid Progress**

- Contact Information
- Documents Upload
- Review Bid

**Required Documents**

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

**Agency Accepted File Formats**

- Adobe Acrobat (\*.PDF)
- AutoCAD Drawing (Web Format (\*.DWG))
- JPEG Image (\*.JPG)
- Microsoft Excel (\*.XLSX)
- Microsoft Word (\*.DOC)
- Plain Text (\*.TXT)
- Rich Text Format (\*.RTF)
- WordPerfect (\*.WPO)
- AutoCAD Drawing (\*.DWG)
- GIF Image (\*.GIF)
- Microsoft Excel (\*.XLS)
- Microsoft PowerPoint (\*.PPT)
- Microsoft Word (\*.DOCX)
- Plot File (\*.PLOT)
- TIFF Image (\*.TIFF)
- ZIP Compressed Archive (\*.ZIP)

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.TXT

**Supplemental Documents**

You can upload additional documents here.

Document Title:  Add Document

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.PDF
References	Electronic/Online	References.PDF
Plans	<input type="text" value="Online/Electronic"/>	<input type="button" value="Choose a file"/>

Previous Upload

# Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot displays the DEMANDSTAR web application interface. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The user is logged in as 'Robyn Gallardi'. The main content area is titled 'Review Your E-Bid Response' and is divided into several sections:

- Bid Details:** Agency Name: agency2.0; Bid Number: EBID-123456-0-2020AD; Bid Due Date: 02/29/2020 (PST); Bid Opening: 23 days, 04 hours, 10 minutes, 47 seconds Remaining; Bid Name: TESTBID.
- E-Bid Progress:** A vertical progress indicator with three steps: Contact Information (completed), Documents Upload (completed), and Review Bid (current step).
- Contact Info:** Company Name: Calgon Carbon Corporation; Address 1: P.O. Box 717; Address 2: ; City: Pittsburgh; State: Pennsylvania; Country: United States of America; Postal Code: 15200-0717; Phone Number: 4127876810; Tax: ; Bid Amount: 3127,000.00; Alternate Bid Amount: ; Notes: For the full 6 month contract.
- Agency Required Documents:** Service Doc agency2.0(Electronic/Online) (checked).
- Supplemental Documents:** References(Electronic/Online) (checked).

At the bottom of the page, there is a 'Previous' button and a 'Submit Response' button. A red arrow points to the 'Submit Response' button. Below the document lists, there is a text box with instructions: 'After clicking "Submit Response" the following process will begin: 1. We will verify that your response is complete as entered. 2. You will see a confirmation page with your confirmation number and date/time stamp of your upload. 3. You will receive a confirmation e-mail indicating a successful response submittal. 4. You may track your response submission under the Responses page. If you do not receive any of the above, please call Supplier Services at (202) 940-0005.'

**EXHIBIT B**

**CONFLICT OF INTEREST CERTIFICATE**

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

**SECTION I**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Official (type or print)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

**SECTION II**

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

Name

Title or Position

Date of Filing

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Official (type or print)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

**SECTION III**

**PUBLIC OFFICIAL DISCLOSURE**

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

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

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

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

# EXHIBIT "C"



Jacksonville Aviation Authority Use  
Only  
Date Received \_\_\_\_\_  
Date Entered \_\_\_\_\_  
By: \_\_\_\_\_  
Supplier #: \_\_\_\_\_

## ACH Authorization For Electronic Funds Transfer SUPPLIERS ONLY

**NOTICE:** In accordance with Florida Law, the account number and banking institution information below is confidential and exempt from public records. Jacksonville Aviation Authority (JAA) and its systems will keep this information in a manner in accordance with Florida Law.

This form is being completed due to:

- \_\_\_\_\_ Initial Enrollment
- \_\_\_\_\_ Change in Bank Account Number (same financial institution)
- \_\_\_\_\_ Change in Financial Institution

I authorize Jacksonville Aviation Authority (JAA) to deposit payments as instructed into the undersigned's bank account by the means of Electronic Funds Transfer for payment. I will also allow access for adjustments (debit transactions) in the event of billing errors. Disputes regarding deposits (credits) should be made within fifteen (15) days of issuance of the account statement. Disputes regarding charges (debits) should be made within forty-five (45) days after the account was charged.

Until notification in writing of cancellation, this authorization will continue to be valid.

Supplier Name: \_\_\_\_\_  
Bank Name: \_\_\_\_\_  
Transit/ABA #: \_\_\_\_\_  
Bank Account #: \_\_\_\_\_  
Remittance  
Email Address: \_\_\_\_\_  
Fed Tax ID#/SS#: \_\_\_\_\_

By submitting this form, you are certifying that you have read and reviewed this document and the person signing below is an authorized representative of the Company.

Authorized by Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date: \_\_\_\_\_

Return this form directly to the Procurement Department via email: [procurement-bids@flyjacksonville.com](mailto:procurement-bids@flyjacksonville.com)

EXHIBIT D  
**C O N T R A C T**  
**B E T W E E N**  
**JACKSONVILLE AVIATION AUTHORITY**  
**AND**

---

**THIS CONTRACT**, is executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between JACKSONVILLE AVIATION AUTHORITY, (“JAA” or “AUTHORITY”), and \_\_\_\_\_ (“CONTRACTOR”), a \_\_\_\_\_ corporation, with its principal office located at \_\_\_\_\_.

**WITNESSETH**

That for the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. JAA issued a Request for Proposals (RFP) No. 22-08-45133 in order to procure a firm or firms licensed, qualified and interested in providing on-call roofing and gutter repair services.
2. Contractor submitted its proposal to JAA representing that is capable of providing the necessary services as required by the RFP.
3. Contractor has been selected by JAA as one of \_\_\_\_ firms most qualified to provide the requested service.
4. JAA hereby engages Contractor for the potential performance of the services set forth in the Scope of Services, for which services Contractor will submit quotes and related documents for JAA's review, approval and acceptance on a project-by-project basis. Contractor will not begin or provide any of the services contemplated under this Contract until such time as it receives a written approval and Notice to Proceed from JAA. This Contract is a requirements contract, under which JAA does not guarantee Contractor will perform any services or projects. Requests for quotes and services under this Contract will only be made when JAA identifies a



specific need. The services shall be done strictly in accordance with this Contract, the RFP, and all addendums to the RFP (incorporated by reference) and Company's proposal (incorporated by reference), (collectively, the "Contract Documents"), and, with respect to non-discriminatory laws, statutes and authorities, the Parties incorporate the attached **Appendix "A."** All of the documents referenced herein are hereby specifically made a part hereof to the same extent as if fully set forth herein.

5. Initial term of this Contract shall commence on date set forth above and shall terminate on \_\_\_\_\_, 20\_\_\_\_ and the renewal year will commence \_\_\_\_\_, 20\_\_\_\_ and terminate on \_\_\_\_\_, 20\_\_\_\_ based on vendor performance, annual approved budgeted funds, and adherence to all terms and conditions of the Contract Documents. JAA reserves the right to terminate or decline to renew any contract, at its sole discretion, subject to the requirements set forth herein.
6. This is a requirements contract under which Contractor will not perform any work until such time as JAA identifies a need and requests and approves in writing a proposal from Contractor for the same. For any and all projects on which Contractor submits a proposal and receives written notice/approval from JAA to proceed with the same, Contractor shall be compensated as set forth herein and pursuant to the specific project scope of services and Contractor's proposed rates, as may be negotiated between and mutual agreed upon by the Parties. The parties have agreed to the maximum proposed hourly rates listed below:

[Insert Pricing Matrix]

7. Nothing in this Contract shall be construed as making Contractor an employee, servant, or agent of JAA. Contractor shall pursue the Scope of Services under this Contract as an independent contractor, and shall be solely responsible for the method, manner and means to

be utilized in performing the Scope of Service, including but not limited to the supervision and compensation of its own personnel.

8. This Contract may be terminated for convenience by the Authority whenever the Authority determines that such termination is in its best interest. Such termination will be effected by a 30 day written notice to the Contractor stating the date upon which the termination shall become effective.
9. Unsatisfactory performance by the Contractor may result in immediate cancellation of this Contract.
10. Termination of this Contract 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 Contractor pursuant to this Agreement, or the like predicted in such termination. This Contract is always subject to availability of budgeted funds.
11. The Authority may give the Contractor written notice that there is a material breach of the contract or a written notice to discontinue some or all services under the Contract in the event that:
  - a) The Contractor assigns or subcontracts the Scope of Services without prior written permission;
  - b) Any petition is filed or any proceeding is commenced by or against the Contractor for relief under any bankruptcy or insolvency laws;
  - c) A receiver is appointed for the Contractor's properties or the Contractor commits any act of insolvency (however evidenced);
  - d) The Contractor makes an assignment for the benefit of creditors;

- e) The Contractor suspends the operation of a substantial portion of its business;
- f) The Contractor suspends the whole or any part of the Scope of Services to the extent that it impacts the Contractor's ability to meet the Scope of Services schedule, or the Contractor abandons the whole or any part of the Scope of Services;
- g) The Contractor, at any time, violates any of the conditions or provisions of this or any Contract that the Contractor has with the Authority, or fails to perform as specified or is not complying under the same;
- h) The Contractor attempts to willfully impose upon the Authority items or workmanship that are in the Authority's sole opinion, defective or of unacceptable quality;
- i) The Contractor breaches any of the representations or warranties;
- j) The Contractor is determined, in the Authority's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to the Authority;
- k) There is any material change in the financial or business condition of the Contractor.

12. This Contract constitutes the entire agreement between the parties hereto for the Scope of Services to be performed and furnished by the Contractor hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

[Remainder of the page intentionally left blank]

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

Alissa Bowles, Revenue Compliance Specialist  
14201 Pecan Park Road  
Jacksonville, Florida 32218  
(904) 741-3672

14. Any notice required to be served under this Contract shall be sent by certified mail, return receipt requested to the following:

For the Authority: Jacksonville Aviation Authority  
14201 Pecan Park Road  
Jacksonville, Florida 32218  
Attn: Devin Reed, Chief Compliance Officer

For the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

[Remainder of the page intentionally left blank]

**SIGNATURE LINES FOLLOW**

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Contract, in duplicate, the day and year first above written.

Attest:

JACKSONVILLE AVIATION AUTHORITY

\_\_\_\_\_  
LeNedda Edwards  
Procurement Director

\_\_\_\_\_  
Mark VanLoh, CEO, or  
his Designee

\_\_\_\_\_  
(Designee's Name and Title, if applicable)

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Approved as to form and legality for the  
use of the Jacksonville Aviation Authority.

\_\_\_\_\_  
Devin J. Reed, Esq., Chief Compliance Officer

[Remainder of the page intentionally left blank]

## APPENDIX “A”

### **REQUIRED TITLE VI PROVISIONS FOR CONTRACTORS:**

1. **Civil Rights – 49 USC § 47123:** Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor and sub-tier contractors from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
2. **Nondiscrimination:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, the Contractor, for itself, subcontractors, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree not to participate directly or indirectly in discriminatory activity or any kind and that no person on the ground of race, color, or national origin, will be subjected to discrimination in the execution of this Agreement, including employment practices (see Appendix B of 49 CFR Part 21). With respect to the Agreement, in the event of breach of the above nondiscrimination covenant, the Authority will have the right to terminate the Agreement and to pursue should remedies against Contractor as may be permitted by applicable law.
3. **Title VI and Related Law Compliance:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, Contractor, for itself, subcontractors, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, including but not limited to:
  - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- i) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. **Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.:** All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the above-referenced statute and regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work required under this Agreement, to be performed under a subcontract, which also includes procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, creed, color, national origin, sex, age, or disability. Contractor will incorporate this Agreement (the Prime Contract) into its subcontract agreements, such that its subcontractors are obligated to Contractor to the same extent Contractor is obligated to JAA under the Prime Contract. However, nothing contained in the Prime Contract creates any contractual relationship between Subcontractor and JAA. Contractor’s subcontract agreements shall require its subcontractors to generally agree to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended, as well as those non-discrimination statutes and authorities listed in Paragraph 3, above. For purposes of compliance with this section, Contractor shall furnish documented proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with the above.

6. **Occupational Safety and Health Act of 1970 – 20 CFR Part 1910:** All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its sub-Contractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
  
7. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to JAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  
8. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, JAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) Withholding payments to the Contractor under the contract until the Contractor complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in part.
  
9. **Incorporation of Provisions:** The Contractor will: (i) include the above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto; and (ii) take action with respect to any subcontract or procurement as JAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request JAA to enter into any litigation to protect the interests of JAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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**EXHIBIT E**

**REFERENCE QUESTIONNAIRE**

**ON-CALL ROOFING & GUTTER REPAIR SERVICES**

*(Page 1 of 2)*

Respondent's Name: \_\_\_\_\_  
*(Insert Name of Company Reference is being submitted for)*

Reference Company Name: \_\_\_\_\_

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

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

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2. Please rate your overall satisfaction with the Respondent on a scale of 1 to 5, with 1 being "least satisfied" and 5 being "most satisfied." \_\_\_\_\_

3. If you answered three (3) or less to the previous question, what could the Respondent have done to improve their rating?

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4. Please indicate your level of satisfaction with the Respondent's service (i.e., processes and personnel) Use a scale of 1 to 5; with 1 being "least satisfied," and 5 being "most satisfied." \_\_\_\_\_

5. If you answered three (3) or less to the previous question, what could the Respondent have done to improve their rating?

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**EXHIBIT E**  
**REFERENCE QUESTIONNAIRE**

**(Continued)**

**(Page 2 of 2)**

Respondent's Name: \_\_\_\_\_  
*(Insert Name of Company Reference is being submitted for)*

6. How long were past services provided or are the services currently being provided (if current, when did Respondent begin providing services?)  
\_\_\_\_\_

7. Would you use the services of the Respondent again? Indicate on a scale of 1 to 5: with 1 being "absolutely not" and 5 being "absolutely yes". \_\_\_\_\_

8. Additional Comments or Feedback:

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

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

Person Responding to Reference Questionnaire: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

Person's Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date Reference Form Was Completed: \_\_\_\_\_

EXHIBIT F



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:		Email Address:		
Date Business was established in NMA:		No. 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 Tax Form 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/or any material misrepresentation will constitute a material irregularity and will result in the disqualification of the status "Local Business."**

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ via  
 \_\_\_ physical presence or \_\_\_ online notarization by \_\_\_\_\_, who  
 is \_\_\_ personally known by me or \_\_\_ has produced \_\_\_\_\_ as identification.

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_  
 (Signed by Notary)

\_\_\_\_\_  
 (Notary's Printed Name)

My Commission Expires: \_\_\_\_\_ / \_\_\_\_\_ /20\_\_\_\_\_



## EXHIBIT G

Jacksonville International Airport  
Jacksonville Executive Airport at Craig  
Herlong Recreational Airport  
Cecil Commerce Center

# Certifying Official Training

The purpose of this course is to train you on the JIA badging process in accordance Transportation Security Administration (TSA) regulations and the JIA Airport Security Program. It is imperative that Certifying Official(s) understand these requirements and responsibilities. The success of the JIA Airport Security Program is dependent upon your active participation and cooperation.

Certifying Officials must be in comply with **49 Code of Federal regulations (CFR) Parts 1542 and Part 1544** and all applicable transportation security directives. The procedures and requirements for Certifying Officials are governed and monitored by the Transportation Security Administration (TSA). Failure to meet these requirements can result in penalties and fines for the company/agency and Jacksonville International Airport.

## Access Control Office Requirements & Company Responsibilities

1. Each company/agency must designate a minimum of 2 Certifying Officials Official. The Certifying Official is the primary point of contact between your company/agency, the JIA Access Control Office, and the TSA.
2. All potential Certifying Officials must attend Certifying Official Training that is coordinated through the airport's Access Control Office.
3. Based on the nature of work to be performed by your company/agency, the Access Control Office will direct you on: the necessary forms for badging, level of access required and applicable fees to be paid to the JIA Finance Department.

For questions regarding this process contact:

### **JIA Access Control Office**

Phone (904) 741-2016

Fax (904) 741-3727

### **Office Hours:**

Monday thru Thursday

7:00am-5:00pm

**Friday - CLOSED**

### **Schedule Appointments Online:**

<https://booknow.appointment-plus.com/yr3kkb2m/>

# D R A F T

**YOUR COMPANY LETTERHEAD**  
**Sample Certifying Official Signature Letter**  
**Letter must include verbiage below**

TODAY'S DATE \_\_\_\_\_

JAA Airport Public Safety and Security  
Jacksonville Aviation Authority  
14201 Pecan Park Road  
Jacksonville, FL 32218

The names below are authorized to sign as a Certifying Official for Jacksonville International Airport Access Badge Applications, JAX ID badge replacement letters and JAX ID badge renewal forms in accordance with the JIA Security Program and 49 CFR Part 1542 or 49 CFR Part 1544 where applicable.

This company assumes responsibility for any Federal Aviation Administration and/or Transportation Security Administration fines levied against the Jacksonville Aviation Authority which may be caused by the failure of our employee(s) to adhere to the JIA Security and 49 CFR 1540.105(a).

49 USC 46301(a) (6) FAILURE TO COLLECT AIRPORT SECURITY BADGES. Notwithstanding paragraph (1), any employer (other than a governmental entity or airport operator) who employs an employee to whom an airport security badge or other identifier used to obtain access to a secure area of an airport is issued before, on, or after the date of enactment of this paragraph and who does not collect or make reasonable efforts to collect such badge from the employee on the date that the employment of the employee is terminated and does not notify the operator of the airport of such termination within 24 hours of the date of such termination shall be liable to the Government for a civil penalty not to exceed \$10,000.

No other signatures are to be honored. We will notify you in writing if for any reason the individuals listed below change.

_____	_____	_____	_____
Name	Title	Signature	Phone #

_____	_____	_____	_____
Name	Title	Signature	Phone #

_____	_____	_____	_____
Name	Title	Signature	Phone #



## Acceptable Forms of ID for Application

**\*A valid Driver's License or State ID is Required as the Primary Form of Identification for the JAA Application**

The second form provided must be one of the following:	
Those born in the U.S. Must Provide:	Those <b>NOT BORN</b> in the U.S. Must Provide:
Social Security Card	Current U.S. Passport or Passport card
Current U.S. Passport or Passport Card	U.S. Passport with current INS stamp
	Certificate of Birth Abroad for example: FS-545, FS 270, DS 1350
	Certificate of Citizenship
	Foreign Passport with current INS stamp
	Current Resident Alien Card (with SS Card)
	Current Work Visa (with SS Card)

# LIST OF DISQUALIFYING CRIMES

- (1) Forgery of certificates, false marking of aircraft, and other aircraft registration violation; 49 U.S.C. 46306.
- (2) Interference with air navigation; 49 U.S.C. 46308.
- (3) Improper transportation of a hazardous material; 49 U.S.C. 46312.
- (4) Aircraft piracy; 49 U.S.C. 46502.
- (5) Interference with flight crew members or flight attendants; 49 U.S.C. 46504.
- (6) Commission of certain crimes aboard aircraft in flight; 49 U.S.C. 46506.
- (7) Carrying a weapon or explosive aboard aircraft; 49 U.S.C. 46505.
- (8) Conveying false information and threats; 49 U.S.C. 46507.
- (9) Aircraft piracy outside the special aircraft jurisdiction of the United States; 49 U.S.C. 46502(b).
- (10) Lighting violations involving transporting controlled substances; 49 U.S.C. 46315.
- (11) Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements; 49 U.S.C. 46314.
- (12) Destruction of an aircraft or aircraft facility; 18 U.S.C. 32.
- (13) Murder.
- (14) Assault with intent to murder.
- (15) Espionage.
- (16) Sedition.
- (17) Kidnapping or hostage taking.
- (18) Treason.
- (19) Rape or aggravated sexual abuse.
- (20) Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
- (21) Extortion.
- (22) Armed or felony unarmed robbery.
- (23) Distribution of, or intent to distribute, a controlled substance.
- (24) Felony arson.
- (25) Felony involving a threat.
- (26) Felony involving—
  - (i) Willful destruction of property;
  - ii) Importation or manufacture of a controlled substance;
  - iii) Burglary;
  - iv) Theft;
  - v) Dishonesty, fraud, or misrepresentation;
  - vi) Possession or distribution of stolen property;
  - vii) Aggravated assault;
  - viii) Bribery; or
  - ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year.
- (27) Violence at international airports; 18 U.S.C. 37.
- (28) Conspiracy or attempt to commit any of the criminal acts listed in this paragraph (d).





# ACCESS CONTROL OFFICE FEES

**Annual Fee** **\$ 65.00**

*(Badge, Fingerprinting, Rap Back (CHRC) Maintenance)*

## Lost Badge Replacements:

<b>1<sup>st</sup></b>	<b>\$ 75.00</b>
<b>2<sup>nd</sup></b>	<b>\$ 100.00</b>
<b>3<sup>rd</sup></b>	<b>\$ 125.00</b>

**Unrecovered Badge** **\$200.00**

**Employee Parking** **\$ 60.00**

*\*Parking is invoiced when the badge is issued and at time of renewal (if applicable)*

Jacksonville International Airport  
Access Control Office

2400 Yankee Clipper Drive  
Jacksonville, Florida 32218

Phone (904) 741-2016  
Fax (904) 741-3727



## BADGE RENEWAL PERMISSION / ADDRESS VERIFICATION FORM

By your signature below, you are authorizing the JIA Access Control Office to renew a JAX ID badge and its associated privileges for the individual stated below. Badges may be renewed up to **thirty (30) days** prior to the expiration date printed on the JAX badge.

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

**Employee Name** (Print) \_\_\_\_\_

**Company Name** (Print) \_\_\_\_\_

**Certifying Official Name** (Print) \_\_\_\_\_

**Certifying Official Signature** \_\_\_\_\_

### EMPLOYEE ADDRESS VERIFICATION

This is to inform you that I have a new mailing address and phone number. Please update your records to replace my previous address and phone number:

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

Phone Number: (\_\_\_\_) \_\_\_\_\_

My address and phone number have not changed the address and phone number that are on file are current.

**Employee Signature** \_\_\_\_\_

Jacksonville Aviation Authority  
Access Control Office  
14201 Pecan Park Road  
Jacksonville, Florida 32218  
Phone (904) 741-2016  
Fax (904) 741-3727

**D R A F T**

**YOUR COMPANY LETTERHEAD**  
**Sample Badge Replacement Authorization Letter**

TODAY'S DATE \_\_\_\_\_

**JAA Public Safety and Security**  
**Jacksonville International Airport**  
**14201 Pecan Park Road**  
**Jacksonville, FL 32218**

\_\_\_\_\_ is a valid employee of our company/agency. Their JAX ID badge has been (lost/stolen) and he/she is authorized to obtain a JAX ID badge replacement.

Sincerely,

\_\_\_\_\_ ( Printed Name of Certifying Official)

\_\_\_\_\_ (Signature of Certifying Official)



# SIDA ESCORT AUTHORIZATION FORM

In order for you to receive the ESCORT designation on your SIDA badge, you must first be authorized by your manager. Once authorized, you are required to read this document in it's entirety and sign at the bottom. By your signature below, accompanied by the Certifying Official's signature, you declare to fully understanding these requirements.

The JAX ID Badge will be modified with an "E" on the face of the badge next to the photo of the badge-holder. The "E" indicates the person is authorized to conduct escorts for official purposes. The escort authority does not allow for personal use, such as escorting family or friends. Only those persons with the "E" on the badge will be authorized to escort persons into the Secured Area and/or Sterile Area. Non-compliance of the escorting procedures, protocol, and standards will result in the issuance of a security citation as outlined in the Airport Security Program. The following are specific requirements for escorting non-JAX ID Badged individuals into the Secured Area SIDA and the Sterile Area:

1. All individuals who are employed to work in the Secured Area SIDA, AOA SIDA, or Sterile Area of JAX are required to pass the FBI Criminal History Records Check (CHRC) and a Security Threat Assessment. Those individuals failing the CHRC and/or Threat Assessment are not authorized within the Secured Area SIDA, AOA SIDA, or Sterile Area under escort.
2. All currently employed individuals whose JAX ID Badges are active are not authorized to be escorted into the SECURED SIDA or the Sterile Area.
3. No more than five (5) non-JAXID Badged individuals may be escorted at one time by an authorized JAX ID Badged individual.
4. All escorted non-JAX ID Badged individuals must remain within twenty-five (25) feet and in direct visual contact at all times of the authorized JAX ID Badged individual.
5. Any transfer-of-custody of escorted non-JAXID Badged individuals must be positively transferred with a clear and mutual transfer of responsibility. Failure to comply may result in the loss of JAX ID Badge privileges.
6. Un-badged Individuals cannot be escorted more than 3 days (72 Hours), without approval from the Airport Security Coordinator (ASC).

Any deviation or modification to the above requirements must be approved by the ASC prior to the escort.

_____	_____	_____
Person Granted Escorted Authority (Print)	Person Granted Escort Authority (Signed)	Date
_____	_____	_____
Certifying Official (Printed)	Certifying Official (Signed)	Date

\*\*\*I understand that this privilege applies only to the company requesting escort privileges. Certifying Official initials \_\_\_\_\_

ASC/Alt ASC Approval \_\_\_\_\_



By your signature below, you are authorizing the Jacksonville Aviation Authority (JAA) Access Control Office to issue keys to individual stated below. The associated privileges for keys issued will be in compliance with the JAA Key Agreement form. This Key Request form is to be completed and returned to the Access Control Office prior to employee receiving any keys. Faxed forms are acceptable.

Please Print:

Employee Name: \_\_\_\_\_

Badge No.: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Facility or area to be accessed:  
\_\_\_\_\_  
\_\_\_\_\_

Company/Agency (as stated on badge):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To be completed by certifying official or applicable JAA Supervisor

Signature

Date

Printed Name

Telephone Number



AOA

COMMON AREA

**Instructions.** Complete the upper part of this form in its entirety and return to the Access Control Office accompanied with a photo copy of applicant's **REGISTRATION**, and **COMPANY INSURANCE ACCORD** to receive the vehicle decal or placard. Vehicle placards are issued to persons/vehicles approved to conduct official business at JIA.

Driver's Name (s):  Phone:

Company:  SIDA Badge Expiration:

Year:  Make:  Model:  License Plate #:

Reason for Placard or Decal:

Requestor's Name:  Signature:   
 (Printed Name)

**Indemnification:** The applicant shall hold harmless, indemnify, and defend the JAA, its agents, and employees, its successors and assigns (individually or collectively) from and against any liability for any claims and actions and all expenses incidental to the investigation and defense thereof, in any way arising from or based upon the damages which may occur by the applicant, its agents, employees, licenses, successors and assigns or those under its control, of any federal, state, or municipal laws, statutes, ordinances, rules or regulations of the JAA, as they now exist or as they may be amended from time to time.

If the Requestor (above named person) is contracted by, or providing a service for, a contractor, tenant, or other entity as approved by JAA to conduct official business at JIA, that person whose positional authority, as recognized by those standards outlined in the JAA Rules and Regulations and Minimum Standards documents, is required to agree to the indemnification statement above as indicated by acknowledgement with his/her printed name and signature below prior to issuance of the JIA Vehicle Decal or Placard.

Authorized Name:  Signature:   
 (Printed Name)

Placard Holder:  Signature:   
 (Printed Name)

*Access Control Office Use Only*

Date Received:  Expiration Date:  Decal/Placard #:

Date Issued:  Notes:



## Certifying Official – Application Checklist

HAVE YOU COMPLETED THE FOLLOWING ACTIONS???	Yes	No
Included copies of 2 forms of ID. <b>A valid State ID or Driver’s License ID is mandatory as one of the 2 forms of ID.</b> (INS documents are required for those not born in U.S.)		
Make sure that the applicant has <b>completed Section 1</b> of the application.		
Ensure that a <b>criminal disclosure sheet</b> is included if ‘yes’ is checked on page 1		
Complete the ‘ <b>Company Information</b> ’ section on page 1		
Did the applicant complete and sign the bottom page 1 ?		
Did the applicant review the list of disqualifying crimes on page 2 and sign page 2 as acknowledgment?		
<b>The Certifying Official Information on pg 4</b> (the back page of the application)		
Remember to make copies of the application and IDs for your records ( <b>applicant will complete pg 3 in YOUR COPY of the application</b> )		
Remind the applicant to complete and sign <b>page 3</b> of the original application in the Access Control Office on their scheduled fingerprint appointment date?		
Schedule the applicant for fingerprinting Online at: <b><a href="https://booknow.appointment-plus.com/yr3kkb2m/">https://booknow.appointment-plus.com/yr3kkb2m/</a></b>		