



# JAA SOLICITATION



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



**INVITATION TO BID (ITB) No.: 22-15-45123**

***ANNUAL ELEVATOR, ESCALATOR, AND MOVING WALKWAY  
INSPECTION SERVICES***

***FOR THE JACKSONVILLE AVIATION AUTHORITY***

**JAX & VQQ 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@flvjacksonville.com](mailto:brian.simmons@flvjacksonville.com) Phone: (904) 741-3172**

**INVITATION TO BID (ITB)**

**NUMBER 22-15-45123**

**ANNUAL ELEVATOR, ESCALATOR, AND MOVING  
WALKWAY INSPECTION SERVICES**

**for the**

**JACKSONVILLE AVIATION AUTHORITY**

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

A Pre-Bid Meeting will **not** be held for this solicitation. Questions regarding this bid must be received by 2:00 PM (JAA time) on May 3, 2022 for consideration and JAA will receive bids electronically via DemandStar.com until 2:00 PM (local time) on May 12, 2022.

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

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

All bids must be submitted in accordance with the ITB, which may be obtained starting on April 21, 2022 from [www.flyjacksonville.com](http://www.flyjacksonville.com) (click on "Bid Opportunities") and/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).

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## GENERAL INFORMATION

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

Copies of the Invitation to Bid (ITB) distribution ("planholders" list) and/or the Pre-Bid Attendance Record, if applicable, may be requested by contacting the Procurement Department of the Jacksonville Aviation Authority (JAA).

### **SUBMISSION OF BIDS**

JAA will receive Bids electronically via DemandStar.com until 2:00 PM (local time) on May 12, 2022. Bids must be uploaded into DemandStar.com e-bidding system prior to 2:00 PM on May 12, 2022.

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

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

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

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

Notwithstanding the above statement and/or requirement regarding public records, requests for or access to public records within JAA's possession may be made or obtained by contacting JAA at (904) 741-3672. If copies are requested, an appropriate charge will be assessed as permitted by law, upon the receipt of which all copies will be made available within a reasonable time consistent with the requirements of Florida law. All those submitting responses to this solicitation will be provided notice of decisions regarding its award.

### **CONTACT WITH JAA STAFF**

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

## ARTICLE I – INSTRUCTIONS TO RESPONDENTS

### 1.01 RECEIPT AND OPENING OF BIDS

JAA will receive Bids for this solicitation until the above state date and time, for the purpose of selecting a Vendor to provide annual elevator, escalator, and moving walkway inspection services (the “Services”). All Bids timely received will be opened publicly opened via WebEx videoconference. Interested parties can join by phone by calling (408) 418-9388 and entering access code 2633 975 6876#. Please email the Procurement Administrator assigned to this solicitation if you need assistance.

### 1.02 DELIVERY OF BIDS

Bids will be received electronically via DemandStar.com only. To register with DemandStar.com, visit [www.demandstar.com/registration](http://www.demandstar.com/registration) and for information on how to navigate DemandStar.com, or see Exhibit “A”. All Bids must be submitted in accordance with this ITB.

Subject to JAA’s discretion to waive minor irregularities that will not result in an unfair advantage or disadvantage to any Respondent, late bids, as determined by the date stamp for upload into DemandStar.com, will not be considered and may be returned to the Respondent as non-responsive. Each Respondent is fully responsible for ensuring that its Bid is uploaded to DemandStar.com and shall assume the risk of non-delivery or untimely delivery caused by failure to upload by the designated date and time. This ITB does not commit JAA to pay costs or expenses.

### 1.03 CONTRACT DOCUMENTS

The Contract Documents give the description of the Services to be provided under this solicitation. The required qualifications of Bidders and other technical information are also contained in these documents. The date, time and location of the receipt and opening of bids are listed in the General Instructions.

### 1.04 EXAMINATION OF CONTRACT DOCUMENTS AND SPECIFICATIONS

The Respondent is required to carefully examine the Technical Specifications included herein as well as the Contract Documents. It will be assumed that the Respondent has investigated and is fully informed of the conditions, the character and quality of the Services to be provided, and of the requirements of the Contract Documents or Purchase Order, if utilized in lieu of a Contract.

JAA will consider the Respondent’s lack of inquiries or requests for clarification 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 amendments thereto.

### 1.05 OBLIGATION OF RESPONDENTS

The Respondent must fully learn of JAA’s requirements for the Services to be provided. Failure to do so will not relieve a successful Respondent of its obligation to carry out the provisions, specifications, and requirements of this ITB. The Respondent must be familiar and comply with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the Services. In addition, the Respondent will be held responsible for having examined the details of the minimum Technical Specifications included herein. The submittal of a Bid will be construed as evidence that all Respondent obligations have been satisfied and no subsequent allowance will be made in this regard.

### 1.06 ADDENDA - CHANGES WHILE BIDDING

No interpretation of the meaning of any part of this ITB or other Contract Documents, or corrections of any apparent ambiguity, inconsistency, or error therein, will be made to any Respondent orally. All requests for interpretations or corrections **MUST** be submitted in writing and addressed to JAA’s Procurement Department, Attn: Brian Simmons. Requests **MUST** be submitted via email to [brian.simmons@flyjacksonville.com](mailto:brian.simmons@flyjacksonville.com). Each Respondent is fully responsible for ensuring that its requests for written interpretations or corrections is timely

received and shall assume the risk of non-delivery or untimely delivery caused by failure to e-mail request by the designated date and time.

**All requests must be received by 2:00 PM (local time) on May 3, 2022, in order to be given any consideration.** All such interpretations and supplemental instructions will be in the form of a written Addendum to these solicitation documents, which, if issued, will be posted on the JAA website, [www.flyjacksonville.com](http://www.flyjacksonville.com), and/or DemandStar.com. However, it is the responsibility of each Respondent, before submitting its Bid, 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 Bid. If any Respondent fails to acknowledge receipt of any such Addenda in the space provided on the Bid Form, its Bid will nevertheless be construed as though the Addenda have been received and acknowledged. Only the interpretation or correction so given by JAA's Procurement Department in writing will be binding and prospective Respondents are advised that no other source is authorized to give information concerning, explaining, or interpreting these solicitation Documents.

### **1.07 PREPARATION OF BID**

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

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

### **1.08 WITHDRAWAL OF BIDS**

Any Bid may be withdrawn, modified, and/or resubmitted without prejudice from within the DemandStar e-bidding platform before the date and time the Bids are opened. Any Bid not so withdrawn will, upon opening, constitute an irrevocable offer for ninety (90) days to furnish the Services contemplated herein. To the extent negotiations are required and the negotiation and/or award process does not result in an executed contract with the top-ranked Respondent, JAA reserves the right to: (i) initiate the same with the next ranked Respondents until such time as an executed contract results; or (ii) otherwise proceed as permitted pursuant to its Procurement Code.

### **1.09 MANDATORY RESPONDENT CRITERIA**

- A. Minimum of five (5) years providing elevator, escalator, and moving walkway inspection services,
- B. Have a current, valid, and verifiable business license,
- C. Have a current, valid, and verifiable Florida Certified Elevator Inspector's license, and
- D. Meet the minimum insurance requirements and other provisions of this ITB.

### **1.10 RESPONSIBLE RESPONDENT CRITERIA**

In considering the responsiveness JAA will examine each bid timely received against the factors listed below. Respondents will address each factor specifically in their Bid.

- A. Bid Price.
- B. Mandatory Minimum Specifications.

In this regard, JAA reserves the right to reject any and all Bids, in whole or in part, or to waive any non-conformance in Bids or any other bid irregularities whenever such rejection or waiver is minor in nature, is in the best interests of JAA, and when such a waiver will not result in an unfair advantage or disadvantage to any Respondent.

### **1.11 REFERENCES**

The Respondent shall submit three references. The references should be submitted on the Reference Questionnaire, **Exhibit E**.

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 **ITB NO. 22-15-45123 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 information being sought.

### **1.12 DISQUALIFICATION OF RESPONDENTS**

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

- A. Submission of more than one Bid for the same work by an individual, firm, partnership, or corporation under the same or different names. If a company has more than one division, only one Bid may be submitted for the same company.
- B. Evidence of collusion amongst Respondents.
- C. Incomplete work for which the Respondent is committed by contract, which, in the sole judgment of JAA, might hinder or prevent the prompt provision of the Services contemplated herein if awarded to such Respondent.
- D. Being delayed, overdue, or dilatory on any existing agreement with JAA or having defaulted on a previous contract with JAA. For purposes of this section, attempts to create a new entity, partner with an existing entity or person, or otherwise hold oneself out as another firm or business for the purpose of shielding any individual, firm, partnership, corporation, or similar concern from the application of this provision may be considered grounds for disqualification of all those persons or entities involved.
- E. Items 'C' and 'D' above will be considered by JAA after the opening of Bids, and, if found to apply to any Respondent, JAA will notify the Respondent that its Bid will not be considered for an award of the Contract. The Respondent has three (3) business days after the date of JAA's notice to appeal JAA's decision in writing.

### **1.13 REJECTIONS OF IRREGULAR BIDS**

Subject to the exercise of JAA's discretion to waive minor irregularities, bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. JAA reserves the right to waive minor irregularities that will not result in an unfair 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 Florida Statute 112.313(12). Failure to execute either section may result in rejection of Respondent's bid.

#### **1.15 PUBLIC ENTITY CRIMES**

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

#### **1.16 PRE-BID MEETING**

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

#### **1.17 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 Market Area for SBE entities is defined as Duval, Clay, Baker, St. Johns, and Nassau counties.

**A SBE Participation Goal has not been established for this ITB.**

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

The Respondent agrees to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended. The Equal Employment Opportunity Clause in Section 202, 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 grounds of sex, gender, creed, or religion.

#### **1.19 BID BOND**

A Bid Bond is not required for this solicitation.

#### **1.20 PERFORMANCE BOND**

Neither a Performance nor a Payment Bond will not be required for this solicitation and the resulting contract contemplated herein.

#### **1.21 EVALUATION AND AWARD**

JAA reserves the right to accept or reject any or all Bids, in whole or in part. JAA reserves the right to award the Contract or Purchase Order to the Respondent submitting a bid which is most advantageous and in the best



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

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

JAA's intended award decision for this solicitation and the results of the Awards Committee's action regarding the same will be posted on JAA's:

- (i) Public Notice Board located in the first-floor lobby of JAA's Administration Building at 14201 Pecan Park Road, Jacksonville, Florida 32218; and/or
- (ii) 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 required to comply with Section 286.011 of the Florida Statutes. Therefore, meetings of the JAA Awards Committee and/or JAA Board are required to be held in public, with sufficient Notice made of the date and time of the meeting. All notices of public meetings are posted at the JAA Administration Building, 14201 Pecan Park Road, 1<sup>st</sup> Floor, Jacksonville, FL 32218 and/or [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 facts and law on which the protest is based. This notice must be in writing and addressed to JAA, Attn: Procurement Director, 14201 Pecan Park Road, 2<sup>nd</sup> Floor, Jacksonville, FL 32218. A proper Notice of Protest may be timely filed in writing pursuant to JAA's Protest Procedures, which can 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 Notice of Award, the successful Respondent will furnish the required certificates of insurance and any other requirements and enter into a formal Agreement with JAA. Failure to execute the resulting Contract as provided in these documents within 10 business days after the date of Notice of Award will be just cause to rescind the award, unless such failure has been caused by JAA, which award may then be made to another Respondent, or this solicitation may be re-advertised, at JAA's sole discretion. The Respondent whose award JAA rescinded may be considered irresponsible if JAA elects to re-advertise this solicitation. No award will be binding upon JAA until the Contract or Purchase Order contemplated herein has been fully executed.

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

## ARTICLE II – GENERAL CONDITIONS

### 2.01 DEFINITIONS

**AOA** – Airport Operations Area

**AUTHORITY** – Jacksonville Aviation Authority

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

**CECIL** – Cecil Airport

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

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

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

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

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

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

**DBE** – Disadvantage Business Enterprise.

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

**FAA** – Federal Aviation Administration.

**HEG** -- Herlong

**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.

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

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

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

**SBE** – Small Business Enterprise.

**TSA** – Transportation Security Administration.

**VQQ** – Cecil Airport

## **2.02 SPECIFICATIONS OF SERVICES**

The specifications for the Scope of Work are as detailed in Article III, Scope of Work.

## **2.03 DEVIATIONS TO SPECIFICATIONS**

Deviations to the Scope of Work enumerated herein will not be accepted by JAA.

## **2.04 LEGAL REMEDIES AVAILABLE TO JAA**

The Contract that results from this solicitation may be terminated by JAA in accordance with this clause whenever JAA determines that such termination is in the best interest of JAA.

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

The resulting Contract is always subject to availability of budgeted funds.

## **2.05 SOLICITATION PROVISION**

Respondents are requested to indicate on their Bids if they will extend the pricing, terms and conditions of this bid to other public or government agencies, if Respondent is the successful bidder. If Respondent agrees to or is silent on this provision, public or government agencies may enter into a contract with Respondent for the purchase of the goods, services, and/or supplies described herein, based on the terms, conditions, prices, and percentages offered by Respondent to JAA. Minor changes in terms and conditions may be negotiated by utilizing piggybacking agencies for up to the full potential term of the contract resulting from this solicitation. JAA makes no warranties regarding any goods, services, and/or supplies utilized or piggybacked hereunder, liability for which shall be the sole responsibility of Respondent, against which liability Respondent will indemnify, save, hold harmless, and defend JAA.

## **2.06 INDEMNIFICATION**

Any Contract or Purchase Order resulting from the ITB will include the following provisions:

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

## **2.07 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, at all times during the life of this contract 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 General Liability Insurance:** 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 \$1,000,000, combined single limit, for bodily injury, death, or property damage occurring during Respondent's operations in, on, or about the Airport. 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. Respondent further agrees coverage shall include liability for Owned, Non-Owned, and Hired automobiles. Claims within the deductible amount shall be paid by Respondent and shall not be a reimbursable expense.

**Third Party Commercial Fidelity Coverage:** Respondent agrees to maintain a Commercial Fidelity Bond for Employee Dishonesty on a Blanket Basis with a minimum limit of Two Hundred Thousand Dollars (\$200,000). The bond shall be endorsed to cover "Third-Party" liability including a third-party beneficiary clause in favor of Authority, its officers, employees and agents. Alternatively, Respondent may furnish comprehensive crime insurance including employee theft, premise, transit, and depositor's forgery coverage with limits as to any given occurrence of not less than \$200,000, in lieu of a Commercial Fidelity Bond.

**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 or claim. 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 as to all applicable policies. The Additional Named Insured shall read "Jacksonville Aviation Authority."

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

**Deductibles, Coinsurance, & Self-Insured Retention:** Operator shall be fully and solely responsible for any deductible, coinsurance, penalty, or self-insured retention, including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with a policy.

**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:

Jacksonville Aviation Authority  
14201 Pecan Park South Road  
Jacksonville, Florida 32218

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

## **2.08 ACCEPTANCE OF SERVICES**

Any portion of the Services provided to JAA not meeting specifications or found to be defective will not be accepted. As it is impossible for JAA to inspect all services immediately upon completion, signing of the receipt document only verifies the act of the performance of the Services. A reasonable opportunity must be allowed for inspection. Any re-performance of Services are the sole responsibility of the vendor, and will be solely at vendor's expense.

## **2.09 COMPENSATION**

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

## **2.11 ACH PAYMENT PARTICIPATION ACKNOWLEDGEMENT**

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

## **2.12 COMMENCEMENT OF SERVICE**

Service will begin at the agreed upon time. Failure to do so may result in JAA obtaining the Services from another source and possible termination of the Contract. Any agreement by JAA to waive all or part of the Scope of Work must be agreed to in writing by both parties.

## **2.13 ASSIGNMENT**

The Respondent may not assign or otherwise transfer its rights under the Contract resulting from this solicitation without the prior written consent from JAA, nor will the Respondent assign any monies due or to become due it hereunder without the prior written consent of JAA.

## **2.14 SAFETY STANDARDS**

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

## **2.15 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.

## **2.16 ARTICLE/SECTION HEADING**

The article and section headings contained in this ITB are included for convenience only and are not to be considered a part hereof or affect in any manner the construction or interpretation of the ITB.

## **2.17 ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of a resulting Contract, the provisions of this ITB and Respondent's Bid, referred to and incorporated in the Contract, said provisions will be given preference in the

following order: 1) the Contract; 2) this ITB and any issued addenda, 3) Respondent's Bid, and 4) the Purchase Order.

## **2.18 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.

## **2.19 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.

## **2.20 ENTIRE AGREEMENT**

By submitting a bid 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.

## **2.21 TIME REQUIREMENT**

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

## **2.22 DAMAGES**

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

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

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

(Remainder of the page is intentionally left blank.)

**ARTICLE III – SCOPE OF WORK**

**3.01 GENERAL OVERVIEW**

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

**3.02 SCOPE OF WORK – MINIMUM REQUIREMENTS**

The awarded Respondent shall be responsible for services to include, but not limited to, the following:

- A. Providing annual, routine, and recall inspection and safety witness testing for equipment located in Jacksonville International Airport, Cecil Airport and Spaceport, and their respective, surrounding facilities,
- B. Inspections shall include references to all applicable damage, code violations, and/or general conditions of equipment that affect the safety of persons who will or may use the equipment,
- C. Work closely with JAA’s contractor(s) before, during, and after any repairs to ensure the equipment is reinspected after any repair and/or maintenance work is completed and any issues are resolved,
- D. Track inspection dates and requirements and provide a system to contact JAA when annual inspections are due or require recall inspections,
- E. Provide JAA contract(s) with original report(s) on each piece of equipment, in addition to the filing of applicable reports with governmental and/or regulatory bodies in accordance with annual renewal dates and the applicable state and local standards.

Service locations included are as follows:

Location	Escalator	Hydraulic Elevator	Moving Walkway	Grand Total
14201 Pecan Park Road (Admin)	0	2	0	2
2400 Yankee Clipper Drive (JAX)	17	24	6	47
13365 Simpson Way (Cecil – VQQ)	0	3	0	3
<b>Totals*</b>	<b>17</b>	<b>29</b>	<b>6</b>	<b>52</b>

*\* JAA reserves the right to add or remove equipment from the Scope of Services as necessary with a corresponding adjustment to the contract pricing.*

- F. The Respondent is responsible for the provision of services that include but are not limited to, all materials, consumables, supervision and all other actual or potential resources and expenses necessary to perform the services as requested in this ITB.

**3.03 CONTRACT**

Respondent must specify if JAA’s Contract is acceptable (see **Exhibit D**). Respondents shall acknowledge acceptance of the Contract on the Bid Form or by acquiescence through submitting a 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 Respondent’s bid.

In the event JAA’s Contract is not acceptable, Respondent must submit a written request to have such provisions or requirements herein addressed pursuant to Section 1.06 above. JAA reserves the right to accept or reject any requests for modification of its Contract at its sole discretion.



### **3.04 PERFORMANCE MEETINGS**

If requested by JAA, the Contractor is required to attend performance meetings that will be held at a time and place to be designated by the JAA. The intention of this meeting is to provide a forum for the JAA and the Contractor to identify areas of concern so they can be resolved in a timely manner.

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

**ARTICLE IV – BID FORM**

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

(Page 1 of 2)

**CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED**

**RESPONDENT SHALL UPLOAD INTO DEMANDSTAR THE "BIDDING DOCUMENT" THAT CONTAINS ALL REQUIRED DOCUMENTS. BIDS MUST BE UPLOADED INTO DEMANDSTAR.COM E-BIDDING SYSTEM**

The following checklist is provided for convenience. The Respondent is responsible for carefully reviewing the submittal requirements in the ITB and submits all information requested. In order for JAA to consider the qualifications of Respondents for this Project, each Respondent must provide written documentation that it meets the following Mandatory Minimum Qualifications:

**A. MANDATORY REQUIREMENTS – PASS OR FAIL**

In order for JAA to consider the qualifications of Respondents for this Project, each Respondent must provide written documentation in the form of a letter signed by an authorized representative of the Respondent, that it meets the following Mandatory Minimum Qualifications:

1. Minimum of five (5) years providing elevator, escalator, and moving walkway inspection services,
2. Have a current, valid, and verifiable business license,
3. Have a current, valid, and verifiable Florida Certified Elevator Inspector's license, and
4. Meet the minimum insurance requirements and other provisions of this ITB.

**B. References**

Submit three (3) references, include government/public entities, if available, for which Respondent has provided armored car services. References should be submitted on the Reference Questionnaire, **Exhibit E**.

**C. Submit executed Conflict of Interest Certificate (**Exhibit B**)**

**D. Addendum Acknowledgement, if applicable**

Acknowledgment of the following Addenda is hereby made:

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

**E. Drug-Free Workplace Program Certification:**

- a. \_\_\_\_\_ Yes, we have a Drug-Free Workplace Program
- b. \_\_\_\_\_ No, we do not have a Drug-Free Workplace Program

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

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

**G. Acknowledgement of ACH Payment acceptance is hereby made:**

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

**ARTICLE IV- BID FORM**

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

(Page 2 of 2)

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

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

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

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

J. Pricing submitted:

Year 1: \$\_\_\_\_\_ per unit inspected

Year 2: \$\_\_\_\_\_ per unit inspected

Year 3: \$\_\_\_\_\_ per unit inspected

1st Optional Renewal Year: \$\_\_\_\_\_ per unit inspected

2nd Optional Renewal Year: \$\_\_\_\_\_ per unit inspected

K. **Bidder Certification and Signature:**

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

L. Bid Form Signature:

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

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

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

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

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

Respondent is a:  Corporation  Partnership  Individual

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

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

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

# 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.

<b>State</b>	<b>County</b>
<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'. Below these elements is 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 button labeled 'Active'.

Bid Title	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
ferc	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  
Extension (optional)

Bid Amount  
127,000 Invalid  
Alternate Bid Amount  
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 displays the DEMANDSTAR E-Bid Response interface. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The user 'Robyn Gallardi' is logged in. The breadcrumb trail is 'Home > Bids > TESTBID > My Ebid Response'. The main content area is titled 'E-Bid Response' and is divided into 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 vertical 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, there 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's name, 'Robyn Gallardi', is visible in the top right corner. 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 'Submit Response' button, there is a text box containing the following information:

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**  
**DRAFT C O N T R A C T**  
**BETWEEN**  
**JACKSONVILLE AVIATION AUTHORITY**  
**AND**

\_\_\_\_\_

**THIS CONTRACT**, is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between JACKSONVILLE AVIATION AUTHORITY, (JAA or AUTHORITY), and \_\_\_\_\_ (HEREINAFTER CALLED THE "CONTRACTOR") 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 an Invitation to Bid (ITB) No. 22-15-45123 in order to procure a firm licensed, qualified and interested in providing Annual Elevator, Escalator, and Moving Walkway Inspections at both Jacksonville International Airport and Craig Airport.
2. Contractor submitted its bid to JAA representing that it is capable of providing the necessary services as required by the ITB.
3. Contractor has been selected by JAA as the most qualified to provide the requested service.
4. JAA hereby engages Contractor to perform the services as set forth in the Scope of Work. The services shall be done strictly in accordance with this Contract, the ITB, and all addendums to the ITB (incorporated by reference herein as Attachment 1) and Company's submittal (incorporated by reference herein as Attachment 2), (collectively, the "Contract Documents"), all of which are hereby specifically made a part hereof by reference to the same extent as if fully set out herein.
5. The term of this Contract shall commence on \_\_\_\_\_, 20\_\_\_\_, and shall terminate on \_\_\_\_\_, 20\_\_\_\_, with renewal options of up to two years, available at the sole discretion of JAA and based on vendor performance, annual approved budgeted funds, and adherence to all terms and conditions of the Contract Documents. The parties hereto have agreed to contract amount(s) as follows:

Year No. 1 Cost Per Unit Inspected: \$ \_\_\_\_\_

Year No. 2 Cost Per Unit Inspected: \$ \_\_\_\_\_

Year No. 3 Cost Per Unit Inspected: \$ \_\_\_\_\_

Renewal Option Year 1 Cost Per Unit Inspected: \$ \_\_\_\_\_

Renewal Option Year 2 Cost Per Unit Inspected: \$ \_\_\_\_\_

6. Contractor shall be compensated as set forth in the Contract Documents, which have been incorporated into and made a part of this Contract.
7. Nothing in this Contract shall be construed as making Contractor an employee, servant, or agent of JAA. Contractor shall pursue the Scope of Work 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 the best interest of the Authority. Such termination will be effected by a thirty (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 Work 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 Work to the extent that it impacts the Contractor's ability to meet the Scope of Work schedule, or the Contractor abandons the whole or any part of the Scope of Work;
  - g) The Contractor, at any time, violates any of the conditions or provisions of the Contract Documents,



or fails to perform as specified in the Contract Documents, or is not complying with the Contract Documents;

- 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 Work 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.

**13. 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**

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: LeNedda Edwards, Director, Procurement

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

**REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE LINES FOLLOW**

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

Attest:

JACKSONVILLE AVIATION AUTHORITY

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

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

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

Attest:

XXX

\_\_\_\_\_  
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

**EXHIBIT E**

**REFERENCE QUESTIONNAIRE**

**ANNUAL ELEVATOR, ESCALATOR, AND MOVING WALKWAY INSPECTIONS**

*(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**

**ANNUAL ELEVATOR, ESCALATOR, AND MOVING WALKWAY INSPECTIONS**

*(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: \_\_\_\_\_