



JACKSONVILLE AVIATION AUTHORITY

REQUEST FOR PROPOSALS NUMBER: 14-01-46104

AVIATION CHANNELING SERVICE PROVIDER (ACSP)
AND
LIVE SCAN FINGERPRINT MACHINE



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

Assigned Buyer: Marilyn Fryar
Procurement Director: Devin Reed

If attending the MANDATORY Pre-Proposal Meeting, Respondent's should print a copy of the RFP, including all Exhibits and bring the documents with them to the meeting.

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REQUEST FOR PROPOSAL
Proposal Number: 14-01-46104

AVIATION CHANNELING SERVICE PROVIDER (ACSP)
AND
LIVE SCAN FINGERPRINT MACHINE

for the
JACKSONVILLE AVIATION AUTHORITY

Proposals will be received by the Jacksonville Aviation Authority (JAA) until 2:00 PM (local time), on November 21, 2013, at which time they will be opened at JAA's Administration Building, 14201 Pecan Park Road, Jacksonville, Florida, for the evaluation, selection and contract award for an Aviation Channeling Service Provider (ACSP) and the purchase of one or more Live Scan Fingerprint Machines.

A **MANDATORY** Pre-Proposal Meeting will be held at 10:00 AM (local time), November 7, 2013, at JAA's Administration Building, 14201 Pecan Park Road, Jacksonville, FL 32218. All potential Respondents **MUST** attend this meeting as a prerequisite to submitting a Proposal.

All Proposals must be submitted in accordance with Request for Proposals No. 14-01-46104, which may be obtained after 8:30 AM (local time) on October 24, 2013 from www.flyjacksonville.com (click on "Bid Opportunities").

GENERAL INFORMATION

REQUESTS FOR DISTRIBUTION SHEETS OR PRE PROPOSAL ATTENDANCE SHEETS

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

SUBMISSION OF PROPOSALS

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

PUBLIC RECORDS REQUIREMENTS

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

REQUESTS FOR PROPOSAL RESULTS OR AWARD OF CONTRACT

Notwithstanding the above statement and/or requirement regarding public records, requests for or access to public records within JAA's possession may be made or obtained by contacting JAA at (904) 741-2352. If copies are requested, an appropriate charge will be assessed, upon the receipt of which all copies will be made available within a reasonable time consistent with the requirements of Florida Statutes. All those submitting responses to this solicitation will be provided notice of decisions regarding its award.

CONTACT WITH JAA STAFF

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

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ARTICLE I – INSTRUCTIONS TO RESPONDENTS

1.01 RECEIPT AND OPENING OF PROPOSALS

JAA will receive Proposals for this solicitation until November 21, 2013 at 2:00 PM (local time) for the purpose of selecting a company to provide Aviation Channeling Service and the purchase of one or more Live Scan Fingerprint Machines (the "Scope of Services"). The Proposals will be publicly opened at JAA Administration Building, 14201 Pecan Park Road, Jacksonville, Florida at the previously mentioned time and date.

1.02 DELIVERY OF PROPOSALS

One (1) original copy (clearly marked "ORIGINAL"), five (5) copies (each clearly marked "COPY") and One (1) Compact Disk ("CD") containing a copy of the complete original response in Adobe PDF format (including the proposal and all required supplemental material listed on the Proposal Form) must be submitted in a sealed package. The package must be labeled to read: "RFP No. 14-01-46104, Aviation Channeling Service Provider and Live Scan Fingerprint Machine, November 21, 2013, 2:00 PM (local time)", and addressed or delivered to the JAA, Attn: Procurement Department, 14201 Pecan Park Road, Jacksonville, FL 32218.

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

1.03 CONTRACT DOCUMENTS

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

1.04 EXAMINATION OF CONTRACT DOCUMENTS

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

1.05 OBLIGATION OF RESPONDENTS

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

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

1.06 ADDENDA – CHANGES WHILE PROPOSING

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

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

1.07 PREPARATION OF PROPOSAL

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

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

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

1.08 WITHDRAWAL OF PROPOSAL

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

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1.09 MANDATORY RESPONDENT CRITERIA

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

- A. Respondent shall be certified and authorized by the Transportation Security Administration (TSA) as an Aviation Channeling Service Provider (ACSP). Copies of all certifications and license shall be submitted.

1.10 RESPONSIBLE RESPONDENT CRITERIA

In considering the responsibility of the Respondents, JAA will examine the factors listed below and will assign the defined point value on a scaled basis. Respondents must address each factor specifically in their Proposal. 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 economic or competitive advantage or disadvantage to any Respondent.

This solicitation will be evaluated using the following factors and corresponding maximum available points:

- A. Background, Experience and Qualifications **(Maximum 10 Points)**
- B. Proposed Project Plan **(Maximum 30 Points)**
- C. Proposed Fees **(Maximum 50 Points)** Points will be awarded as: Aviation Channeling Service Provider 80% of price points / Live Scan Fingerprint Equipment 20% of price points.
- D. Local Preference Program **(Maximum 5 Points)**. Refer to Article 1.15.
- E. References – Submit two (2) references for which Respondent has provided Aviation Channeling Services within the past two (2) years. The references should be submitted on the Reference Questionnaire, Exhibit C. **(Maximum 5 Points)**

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

As part of this solicitation, Respondent references are considered very important. As such, JAA will contact and evaluate the responses it receives from each reference provided in response to this solicitation. To the extent the required reference questionnaires are not received, contact with proposed references cannot be made, or the proposed references indicate a lack of knowledge or awareness of Respondent, the same will be negatively reflected in JAA's evaluation and award of points for this factor. Therefore, prior to 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.

1.11 DISQUALIFICATIONS OF RESPONDENTS

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

- A. Submission of more than one Proposal for the same work by an individual, firm, partnership or corporation under the same or different names. If a company has more than one division, only one Proposal may be submitted for the same company.
- B. Evidence of collusion amongst Respondents.

- C. Incomplete work for which the Respondent is committed by contract, which, in the judgment of JAA, might hinder or prevent the prompt completion of the scope of services contemplated herein if awarded to such Respondent.
- D. Being in arrears on any existing agreement with JAA or having defaulted on a previous contract with JAA. For purposes of this section, attempts to create a new entity, partner with an existing entity or person, or otherwise hold oneself out as another firm or business for the purpose of shielding any individual, firm, partnership, corporation or similar concern from the application of this provision may be considered grounds for disqualification of all those persons or entities involved.
- E. Items 'C' and 'D' above will be considered by JAA after the opening of Proposals, and, if found to apply to any Respondent, JAA will notify the Respondent that its Proposal will not be considered for an award of the Contract. The Respondent has five (5) business days after the date of JAA's written notice to appeal in writing JAA's decision.

1.12 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, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. JAA reserves the right to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent.

1.13 PUBLIC ENTITY CRIME

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

1.14 MANDATORY PRE-PROPOSAL MEETING

To help ensure that all Respondents are fully informed of the requirements for this Contract, a **Mandatory** Pre-Proposal Meeting will take place at the previously mentioned time, date and place. Notwithstanding other requirements of the RFP, only the proposals received from companies that attend this meeting, as evidenced by their representatives' signature on the official attendance record, will be accepted and evaluated. Respondents are encouraged to submit questions by facsimile in advance of the meeting to JAA's Procurement Department at (904) 741-2350.

ALL REQUESTS FOR MANDATORY PRE-PROPOSAL ATTENDANCE VIA TELECONFERENCE MUST BE SUBMITTED TO JAA PROCUREMENT DEPARTMENT, (904) 741-2352, NO LATER THAN NOVEMBER 5, 2013, 2:00 PM (LOCAL TIME).

If attending the MANDATORY Pre-Proposal Meeting, Proposer's should print a copy of the RFP, including all Exhibits and bring the documents with them to the meeting.

1.15 LOCAL PREFERENCE PROGRAM (Maximum 5 Points)

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

The term "Local Business" or "Local Respondent" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in the particular business at issue, which has been in business and maintained its permanent place of business in the normal market area for a minimum of one (1) year prior to

the solicitation release date and has at least three (3) full-time employees living in the normal market area. The JAA's Normal Market Area is Baker, Clay, Flagler, Duval, Nassau, Putnam and St. Johns counties.

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

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

Local verifiable firms that are located within the normal market area will be awarded five (5) points.

Non-local firms outside of the normal market area that subcontracts with a local verifiable firm located within the normal market area will be awarded three (3) points.

1.16 SMALL BUSINESS ENTERPRISES (SBE) PARTICIPATION

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

1.17 NON-DISCRIMINATION PROVISIONS

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

1.18 EVALUATION AND AWARD

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

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

1.19 PUBLIC MEETING REQUIREMENTS

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

1.20 PROTEST PROCEDURES

Any Respondent with standing who is adversely affected during this RFP solicitation process may file a Notice of Protest, including all particulars of facts and law on which standing is asserted and on which the protest is based. This notice must be in writing and addressed to JAA, Attn: Procurement Director, 14201 Pecan Park Road, 2nd Floor, Jacksonville, FL 32218. Unless otherwise specified herein, a notice of protest must be filed within **three (3) business days** after any action taken by JAA's Awards Committee. It is the sole responsibility of the protestant to determine the date and time any action is taken by JAA. For purposes of this solicitation, the following is a summary of the procedures governing protest:

A. For the purpose of these Protest Procedures, the following definitions are provided:

- (1) "Competitive solicitation" or "solicitation" shall include without limitation an invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.
- (2) "Posting" means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized website, by placing the same on the bulletin board(s) designated by Procurement for this purpose.
- (3) "Electronic transfer" is limited solely to facsimile transmissions that appear legibly on paper at the place of filing.
- (4) "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.

B. In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision hereunder and who has standing under Florida law to protest the same (the "Protestant"), must timely file a written Notice of Protest pursuant to the following:

- (1) Recommendations of Award and/or Bid Rejection – Protestant shall have **three (3) business days** after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation:
 - (a) a recommendation to reject a bid or proposal;
 - (b) a contract award; or
 - (c) the short-listing of bidders or proposers.
- (2) Bid/Proposal Specifications and/or Requirements – Protestant shall have **10 business days** after the posting of a solicitation or **48 hours** after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or **48 hours** after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing:
 - (a) the basis for making the award in question;
 - (b) evaluation criteria;
 - (c) equipment, product, or material specifications;
 - (d) proposed project schedules;
 - (e) statements as to local participation, equal opportunity goals, or similar issues; or
 - (f) other general solicitation or project requirements.

C. The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a), as may be amended from time to time. Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

D. A written Notice of Protest must:

- (1) be addressed to the Director;

- (2) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Director to identify the same;
- (3) state the timeliness of the protest;
- (4) state Protestant's legal standing to protest; and
- (5) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

The issue(s) raised and the information contained in the Notice of Protest and any attached documentation filed hereunder, must clearly identify and explain the factual and legal basis for any relief sought; otherwise, the protest may be denied on its face by the Director.

- E. The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by Procurement within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Director of Procurement at 14201 Pecan Park Road, Jacksonville, Florida 32218 or by electronic transfer via facsimile to (904) 741-2350. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed. Filing of a Notice of Protest via E-Mail is not permitted.
- F. Upon receipt of a proper and timely filed written Notice of Protest, the Director or his/her designee shall acknowledge receipt and forward the same to the CEO with a request for the appointment of the Protest Appeals Board ("PAB"), which will schedule and provide notice of the time, date and place it will hear the protest, which notice shall be provided in writing to the Protestant and to those persons or entities that may be directly affected by the resolution of the protest.
- G. The Director or his/her designee shall have the discretion to proceed with the solicitation or contract award process in question or to suspend the same pending the resolution of the protest. To the extent the Director or his/her designee decides to exercise his/her discretion not to suspend the solicitation or contract award process pending the resolution of the protest, the Director or his/her designee shall set forth in writing the particular facts and/or circumstances upon which his/her decision is based.
- H. Protest hearings shall be governed and/or conducted as follows:
 - (1) General Statement of Rules and Procedures – Hearings before the PAB shall begin with the Chief Legal Officer reading a general statement of the rules and procedures prescribed herein.
 - (2) General Statement of the Facts – A Procurement representative shall provide a brief overview of the facts giving rise to the protest.
 - (3) Statement of the Protestant – Representatives of the Protestant, limited solely to its owners, officers, employees and/or legal counsel, shall be required to present its case based solely upon the issue(s) and information contained in the Notice of Protest and any documents attached thereto.
 - (4) Statements of Other Interested Parties – Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest, will be given an opportunity to be heard and to present information before the PAB, which will be followed by a statement and the presentation of information from a representatives of Procurement and/or other JAA representatives.
 - (5) Brief Closing Statements – Brief closing statements may be made by the Procurement representative and the Protestant.
 - (6) PAB Deliberation – The PAB shall consider and publicly discuss the information provided. At anytime during the protest hearing, the PAB may ask questions of any person or entity present and/or represented at the hearing.
- I. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. Unless otherwise provided herein, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether the recommendation or the decision or intended decision in question was clearly erroneous, arbitrary or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

- J. For hearings under this section, the formal rules of evidence pursuant to the Florida Evidence Code will not apply. Hearsay evidence may be admissible and used to supplement or explain other evidence.
- K. A majority vote of the members of the PAB shall be required to recommend that the protest be granted; otherwise, the PAB shall recommend that the protest be denied, and, once the CEO or his/her designee acts upon the PAB's recommendation, the decision regarding the disposition of the protest shall represent final agency action, written notice of which shall be posted and shall be provided to the Protestant and to those persons or entities that may be directly affected by the resolution of the protest.

1.21 EXECUTION OF THE AGREEMENT

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

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ARTICLE II – GENERAL CONDITIONS

2.01 DEFINITIONS

AUTHORITY – Jacksonville Aviation Authority

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

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

CECIL – Cecil Airport

CONTRACT – The Contract consists of the document labeled “Specifications for Aviation Channeling Service Provider and Live Scan Fingerprint Machine, RFP Number 14-01-46104”; Respondent’s Proposal; and any Addenda issued prior to and any Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

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

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

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

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

DAYS – Calendar days unless otherwise specified.

DBE – Disadvantage Business Enterprise.

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

FAA – Federal Aviation Administration.

HERLONG – Herlong Recreational Airport

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

JAA – Jacksonville Aviation Authority

JAX – Jacksonville International Airport

JAXEX – Jacksonville Executive at Craig Airport

JSEB – Jacksonville Small Emerging Business

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

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

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

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

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

SBE – Small Business Enterprise.

TSA – Transportation Security Administration.

2.02 SCOPE OF SERVICES AND CHANGES IN SERVICES

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

2.03 RESULTING CONTRACT TERM

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

2.04 INDEMNIFICATION

Any Contract resulting from the 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 hereunder.

2.05 INSURANCE

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

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

Business Automobile Liability: Respondent agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 (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. **BUSINESS AUTOMOBILE LIABILITY IS NOT APPLICABLE FOR RFP NO. 14-01-46104.**

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. Coverage shall be provided on a primary basis.

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

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

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 thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

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

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. Additionally, JAA reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due

2.06 RESPONSIBILITIES OF THE RESPONDENT

- A. A mandatory post award conference will be scheduled after the Contract is awarded which is normally held within ten (10) business days after contract award. The Respondent will furnish the certificates of insurance, copies of licenses, permits and other items required by JAA.
- B. The Respondent will begin the services as described in the Contract upon issuance of a written Notice to Proceed by JAA.
- C. The Respondent is responsible for the professional services, technical accuracy, and timely completion of the work to be done, and for compliance with all terms and conditions of the Contract.
- D. The Respondent will remain liable for all damages to, or incurred by, JAA caused by the Respondent's negligent performance of any of the services furnished under this Contract.
- E. The Respondent represents that it is an independent Respondent and not an employee of JAA, nor are any of Respondent's employees performing services in furtherance of this Contract to be considered employees of JAA. The Respondent is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Respondent will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Respondent.
- F. The Respondent will designate in writing a qualified person(s) to act as its representative. The Respondent's Representative(s) will have authority to act for the Respondent in all matters covered by this Contract. The Respondent's Representative(s) will be authorized to submit written estimates and any changes to these estimates, make joint inspections with JAA Inspector at time designated by JAA and will be available to meet with JAA during the working hours of JAA and to answer questions for JAA Inspector and JAA Contracting Officer.
- G. The Respondent will comply with all provision of the Contract, and will not commence any additional work without submitting a written estimate of charges to the designated JAA Inspector. All charges over this estimate must be pre-approved in writing by JAA Inspector, or payment will only be made for only the original estimated amount.
- H. The Respondent will have a competent Respondent's Representative on the job at all times when services are being performed with full authority from the Respondent and who is satisfactory to JAA.
- I. If applicable, all employees/subcontractors/independent operators of the Respondent assigned to Jacksonville International Airport (JAX) must obtain a JAA Security Badge, at the sole expense of the Respondent. The Respondent will have the sole responsibility of complying with FAA guidelines, including but not limited to, requiring a ten (10) year employment history and background check, issuance and wearing of security badges. Any fines incurred by JAA for violations of any FAA regulations by Respondent employees will be charged to the Respondent, and if not promptly paid by the Respondent may result in termination of the Contract. Any employee of the Respondent found by JAA to have been issued a security badge in violation of FAA guidelines will be required to immediately surrender their badge and be removed from JAA property.
- J. All personnel employed by the Respondent will be competent, trustworthy and properly trained. The Respondent and its employees will be required to comply with all the applicable regulations of JAA. JAA will require the Respondent to remove from JAA property all employees deemed careless, incompetent, or otherwise objectionable and/or detrimental to JAA interests. All personnel assigned to JAA must understand and clearly speak English.

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

- K. In addition to all JAA security rules and regulations, which will be provided to the Respondent at the post award conference, the Respondent will inform their employees, and ensure their compliance with the following:
- (1) No illegal guns, knives or other weapons are allowed on JAA premises.
 - (2) No drugs or other prohibited substances, including alcohol, are allowed on JAA premises.
 - (3) All building regulations concerning smoking.
- L. The Respondent is responsible for the repair or replacement cost of any damage to JAA property. 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, within twenty-four (24) hours the occurrence of damage to property of JAA or its tenants. Failure to report the same within the specified time may be cause for termination of this Contract.
- M. The Respondents/Subcontractors/Independent Operators employees will not be assisted or accompanied by non-employees during the performance of the Scope of Services.
- N. The Respondent will furnish all equipment and supplies necessary to perform the services of the Contract.
- O. The Respondent is liable for any expense incurred as a consequence of any traffic infraction or parking violations attributable to employees of the Respondent.
- P. The Respondent agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on JAA property at the sole discretion of JAA. This is for the protection of users of the Airport.

2.07 WARRANTY – MINIMUM REQUIREMENTS

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

2.08 RESPONSIBILITES OF THE JAA

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

2.09 COMPENSATION

Compensation will be paid in accordance with the Respondent's proposed price submitted on the Proposal Form and final negotiations regarding the same. The invoice, which must reference the purchase order number and month of service, may be submitted via email to: accountspayable@flyjacksonville.com or via US mail to: JAA, Attn: Accounts Payable, 14201 Pecan Park Road, Jacksonville, FL 32218. Invoices will be processed in accordance with normal JAA procedures, which is thirty (30) days net after receipt of an approved invoice.

JAA, at its sole discretion, may authorize advance payments, deposit or partial payments.

2.10 PERMITS AND LICENSES

Work permits, licenses and all certifications and authorizations, required to provide Aviation Channeling Services shall be maintained by the Respondent and remain in effect throughout the duration of the Contract.

2.11 JAA'S RIGHT TO TERMINATE THE RESULTING CONTRACT

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

JAA may terminate the Contract should the Respondent have repeated and sustained Federal Aviation Administration (FAA) and / or Transportation Security Administration (TSA) security regulation violations 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 rank Respondent until a 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.

The Contract is always subject to availability of budgeted funds.

2.12 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 to become due to him hereunder, without the prior written consent of JAA.

2.13 SUBCONTRACTORS

If Subcontractors are to be used, the Respondent will, as soon as practicable after signing the Contract, notify JAA in writing the names of Subcontractors proposed for the work. Subcontractors will not be employed unless and until they are approved by JAA. The Respondent is as fully responsible to JAA for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. It is the responsibility of the Respondent to ensure that Subcontractors comply with all terms and conditions of this Contract. Nothing contained in the Contract documents creates any contractual relationship between the Subcontractors and JAA. JAA recommends that all Subcontractors enter into a formal Contract with the prime Respondent that clearly lists all of the agreed upon conditions.

2.14 PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

Generally, when the Respondent receives payment from JAA for labor, services or materials furnished by Subcontractors and suppliers hired by JAA, the Respondent shall remit payment due (less proper retainage) to those Subcontractors and suppliers within fifteen (15) calendar days after Respondent's receipt of payment from JAA. Nothing herein shall prohibit Respondent from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, the Respondent may withhold the disputed portion of any such payment only after Respondent has provided notice to JAA and to the Subcontractor and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute, (iii) specifically describe the actions required to cure the dispute, (iv) be delivered to JAA and to the said Subcontractor or supplier within ten (10) calendar days after the Respondent's receipt of payment from JAA. The Respondent shall pay all undisputed amounts due within the time frames specified in this section.

2.15 SAFETY STANDARDS

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

2.16 CHANGES IN PERSONNEL

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

2.17 NO INDIVIDUAL LIABILITY

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

2.18 ARTICLE/SECTION HEADING

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

2.19 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the Contract, the provisions of JAA's RFP Number 14-01-46104 and Respondent's Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) the Contract; 2) JAA's RFP Number 14-01-46104, 3) Respondent's Proposal, and 4) the Purchase Order.

2.20 GOVERNING LAW AND VENUE

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

2.21 NONWAIVER

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

2.22 ENTIRE AGREEMENT

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

2.23 PROPRIETARY INFORMATION

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

2.24 TIME REQUIREMENT

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

2.25 DAMAGES

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.

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ARTICLE III – SCOPE OF SERVICES

AVIATION CHANNELING SERVICE PROVIDER

3.01 GENERAL OVERVIEW

JAA is required by Department of Homeland Security (DHS) and TSA regulations to ensure applicants for identification media meet established standards. Individuals must meet the specified requirements including passing a Criminal History Records Check (CHRC) and Security Threat Assessment (STA).

This is accomplished by comparing the applicant's information against Federal criminal and immigration databases to discern whether the applicant is a threat to transportation or national security. In accordance with the Code of Federal Regulation (CFR) Title 49 Part 1542, and TSA Aviation Security Directive 1542-04-08G, applications are required to undergo a fingerprint based CHRC and have an approved STA from TSA before receiving a badge and obtaining unescorted access to secured airport areas.

3.02 SCOPE OF SERVICES, MINIMUM REQUIREMENTS

The Respondent shall have capability to provide services to include but are not limited to the following:

- A. Maintain 100% CHRC and STA results returned with no lost or unaccounted for personal information.
- B. Automated web based fingerprint capture and combined CHRC and STA submissions.
- C. Ability to upload I-9 required documents for foreign born individuals and attach I-9 documentation up front for TSA adjudication for applicants born abroad.
- D. Systems capable of alerting to potential duplicate entries in order to resolve duplicate issues before submittal to TSA.
- E. Fingerprint submissions must have the ability to be accepted in real time with no delays or additional processing through flat fingerprint capture as well as fingerprint rolls. Must have the ability to accept combined CHRC and STA data submitted simultaneously requiring no fingerprint match of records.
- F. Generate spreadsheet submission for the airport operator and post monthly to TSA in accordance with Security Directive 1542.04.08G.
- G. Provide dedicated customer service managers and account representatives that will be available during JAA business hours 6:00 AM to 6:00 PM, Monday – Friday, (local time) for account issues and billing questions. Respondent shall also provide customer support center for responses to email and phone inquiries or request for technical assistance during the business hours referenced.
- H. Accept CHRC and STA data submissions via a secured network connection compliant with TSA security requirements.

3.03 OPTIONAL REQUIREMENTS

- A. Provide an integrated appointment scheduling tool for such things as applicant fingerprint appointments, training appointments and badge issuing.
- B. Provide an integrated portal for applicants to pre-register and schedule appointments and for signatories to pre-register applicants, upload I-9 documents, and schedule appointments for applicants.

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LIVE SCAN FINGERPRINT MACHINE

3.04 GENERAL OVERVIEW

JAA anticipates purchasing one or more Live Scan Fingerprint Machines (“Commodity”). The Commodity must be new, not used or a demo, with full manufacturer warranty.

The Commodity purchased through this RFP shall meet all requirements of the Federal Bureau of Investigation (FBI) Electronic Biometric Transmission Specification and Transportation Security Clearinghouse (TSC) Fingerprint Submission Specification.

The FBI Criminal Justice Information Services Division recently released a new technical standard that provides guidelines for the exchange of biometric information between federal, state, local, tribal and international systems. Respondents shall refer to the latest version issued by the FBI to ensure adherence to specification requirements.

3.05 SPECIFICATIONS, MINIMUM REQUIREMENTS

The Commodity purchased through this RFP must come with all the standard equipment specified by manufacturer with features to include but not limited to the following:

SOFTWARE SCANNER FUNCTIONS

- A. Built-in monitor and keyboard and fully featured application software on Windows 7 for ten print capture, storage and transmission.
- B. FBI certification incorporated into Live Scan in accordance with current FBI certifications and standards (Electronic Biometric Transmission Standards).
- C. Roll/Slap Platen.
- D. Optical scanner and interface.
- E. Ability to transmit securely via internet.
- F. Optics should ignore moisture on the fingerprint or on the platen.
- G. Clean image view.
- H. Minimize smearing and smudging of prints during fingerprinting.
- I. System shall provide instant feedback when prints are received incorrectly or improperly.
- J. Automatic Sequence Checking – Eliminate incorrect fingerprints sequence scanning.
- K. Rolled Fingerprint Capturing – Display in real-time, self-adaptive to rolling speed and directions, seamless composite image generation, automatic stop detection.
- L. Segmentation – Automatic splitting of four-slap and two thumbs fingerprint images in single flat images.
- M. Auto Capture – Sensing of slap/single finger placement on the scanner.
- N. Slide Detection for Flats Prints – Detects deformations of fingerprints due to sliding during acquisition.
- O. Standard Output Format – Respondent shall indicate what format files are stored.
- P. Elimination of Latent Prints originated from recent scans.
- Q. Automatic Acquisition Stop – Quality image selection during flat fingerprints scanning.

- R. Halo Elimination – Eliminate halo due to moist fingerprints during acquisition.
- S. Image Quality Checking – Estimate fingerprint image quality during scanning process.
- T. Anti-Fake Lite – Distinguish between real human finger patterns and other surfaces with relief structure (i.e., gloves, tissue)
- U. Compression – WSQ Compression, FBI certified software to compress the fingerprint images, JPEG, JPEG2000 output.
- V. Finger Allocation Check – Checks presence of finger core, and basic / distal flows.

TECHNICAL DATA

- A. Fingerprint Scanner – Plain four fingers up to 3.2"x3.0"; Two plain thumbs up to 3/2"x3.0"; Flat finger up to 3.2"x3.0"; Rolled finger up to 1.6"x1.6".
- B. Interface – USB
- C. Quality and Formats – FBI, ANSI AND ISO standards

3.06 OPTIONAL REQUIREMENTS

The Contractor is responsible for the PC, Software and Scanner equipment, including end to end support.

3.07 CONDITIONS

- A. In addition to equipment specified by this specification, the Commodity will be equipped with all standard equipment and features as specified by the manufacturer for the model contemplated hereunder, and will meet all Standards Compliance requirements.
- B. The successful Respondent will be responsible for delivering the Commodity in a new, properly serviced, clean and first class operating condition.
- C. A manufacturer's operator manual and maintenance instructions must be delivered with the Commodity.
- D. The Commodity shall be completely assembled and shall have been thoroughly tested, and be ready for operation upon delivery.
- E. The unit covered by this specification will be the manufacturers' latest basic production model and will at a minimum be equipped with all standard equipment in accordance with the manufacturers' latest literature. Respondent must supply a unit that either meets or exceeds all the requirements included in the applicable technical specifications.
- F. The Respondents must clearly substantiate that the Commodity quote meets or exceeds the requirements of these specifications.
- G. JAA hereby reserves the right to consider and evaluate responses to this solicitation in accordance with manufacturers' literature and/or information that is in possession of JAA, if the literature or information supersedes manufacturers' literature or information submitted by the Respondent.
- H. Respondents will be required to provide any information requested on the price sheets, such as manufacturer and model numbers for various components, and failure or refusal to provide the same may result in a quote rejection. All equipment, options, and features provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

3.08 APPROVED EQUIVALENTS

The term Approved Equivalent is used to allow a Respondent to bid components or equipment that are equal to the components or equipment described in the technical specifications.

To receive an Approved Equivalent rating for components or equipment that is different from those listed on the Proposal Form, the Respondent will submit to JAA, in writing, a request for approval, along with all supporting specifications and documentation. **All requests must be received by 5:00 PM (local time) at least five (5) business days before the above-mentioned Proposal Opening date to be given any consideration.**

JAA will be the sole judge of the equivalency of components, equipment, and materials.

3.09 REPAIR AND WARRANTY, MINIMUM REQUIREMENTS

The Respondent shall provide on-site repair services as requested by JAA Monday – Friday, 6:00 AM to 6:00 PM (local time).

The Respondent shall provide telephone support services as requested by JAA Monday – Friday, 6:00 AM to 6:00 PM (local time).

The Respondent shall submit a detailed narrative on warranty for the Commodity. At a minimum, the narrative shall specifically include details on what is covered in the warranty, terms and conditions.

The Respondent shall submit a detailed narrative on any available extended warranty for the Commodity, including all fees associated with the extended warranty.

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

The Commodity warranty documentation must be included with the Respondent's proposal.

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

3.11 ACCEPTANCE OF ITEMS

The Commodity and accessory items delivered to JAA not meeting specifications or found to be defective will not be accepted, and will be returned to the Respondent at its expense for replacement. As it is impossible for JAA to inspect all items on delivery, signing of the receipt document only verifies the delivery of the equipment. A reasonable opportunity must be allowed for inspection. Arrangements for the return shipment of the defective equipment and accessory items are the responsibility of the Respondent, and will be solely at Respondent's expense.

3.12 DELIVERY OF ITEMS

The Commodity and accessory items must be delivered within the agreed upon time. Failure to do so may result in JAA obtaining the equipment and accessory items from another source and possible termination of the contract. Any agreement by JAA to waive all or part of delivery must be agreed to in writing by both parties.

3.13 PERFORMANCE MEETINGS

As needed, 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 meeting during the term of the contract period.

3.14 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 or within twenty-four (24) hour notice 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 but did not respond 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. **Service Level Expectations** – To a callback for the same service request within seven (7) days shall be subject to a deduction of \$250 per violation, per occurrence.

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ARTICLE IV – PROPOSAL FORM

Respondent's Name: _____

(Page 1 of 3)

CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED

RESPONDENT SHALL SUBMIT ONE (1) ORIGINAL PROPOSAL, ALONG WITH THE CD AND FIVE (5) COPIES OF THE ORIGINAL DOCUMENTS. ENVELOPE ONE SHOULD BE LABELED "ORIGINAL" AND ENVELOPE TWO SHOULD BE LABELED "COPIES".

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

A. Submit documentation that Respondent is certified and authorized by the Transportation Security Administration (TSA) as an Aviation Channeling Service Provider (ACSP). Copies of all certifications and licenses shall be submitted. **(MANDATORY)**

B. Background/Experience/Qualifications (Maximum 10 Points)

Submit a concise narrative on experience in providing Aviation Channeling Services. Include documentation to demonstrate ability to meet applicable TSA and/or FBI security requirements.

Submit a concise narrative on staff experience in providing Aviation Channeling Services, include the number of employees, number and location of offices, type of equipment available to support this project. If multiple office locations, specify which office location will be providing service to JAA.

Submit copies of professional qualifications (i.e., licenses, certifications) of staff that will be assigned to support JAA. Include documentation to demonstrate ability to meet applicable TSA and/or FBI security requirements.

C. Proposed Project Implementation Plan – Aviation Channeling Services (Maximum 30 Points)

Submit a concise narrative on the interface of the system that allows user to collect and update both biographic and biometric data. Include how the interface communicates with the live scan device, what fingerprint capture systems are compatible and how data sent through this interface is protected against loss or breach.

Submit a concise narrative on current systems capabilities, including expansion capabilities. Include current load and the impact of additional users to systems design capabilities.

Submit a concise narrative on what process JAA will be required to employ to match applicant data prior to submission to TSA.

Submit a detailed narrative on the web interface that supports the uploading of documents identified as attachments to the I-9 form.

Submit a concise narrative on what system is used to collect flat or rolled fingerprints and what fingerprint submission process is used to submit the capture to TSA for review by the FBI.

Submit a concise narrative on Continuation of Business and Recovery Plans in the event of a catastrophic systems failure. Respondent shall include the mean time between failure and the mean time to repair.

Submit a concise narrative on safeguards used in the design of the channeling system that ensures the security and validity of CHRC and STA returns.

Submit a concise narrative on how the records and results are matched to ensure no information is lost or unaccounted for once the record has been added to the Respondents database, including the collection and transmission system employed to ensure secure operations.

ARTICLE IV – PROPOSAL FORM

Respondent's Name: _____

(Page 2 of 3)

D. Proposed Fees (Maximum 50 Points)

AVIATION CHANNELING SERVICES ONLY

Initial Year Term:

Fingerprint Submission/ Criminal History Records Check (CHRC) \$ _____ Each
Security Threat Assessment (STA) Processing \$ _____ Each

Option Year One:

Fingerprint Submission/ Criminal History Records Check (CHRC) \$ _____ Each
Security Threat Assessment (STA) Processing \$ _____ Each

Option Year No. 2:

Fingerprint Submission/ Criminal History Records Check (CHRC) \$ _____ Each
Security Threat Assessment (STA) Processing \$ _____ Each

Option Year No. 3:

Fingerprint Submission/ Criminal History Records Check (CHRC) \$ _____ Each
Security Threat Assessment (STA) Processing \$ _____ Each

Option Year No. 4:

Fingerprint Submission/ Criminal History Records Check (CHRC) \$ _____ Each
Security Threat Assessment (STA) Processing \$ _____ Each

OPTIONAL REQUIREMENTS - ARTICLE 3.03

Initial Term: \$ _____
Option Year No. 1 \$ _____
Option Year No. 2 \$ _____
Option Year No. 3 \$ _____
Option Year No. 4 \$ _____

LIVE SCAN FINGERPRINT MACHINE

Proposed Model Name/Manufacturer: _____

Proposed Price: **ONE** Fingerprint Machine \$ _____ TOTAL
TWO Fingerprint Machines \$ _____ TOTAL

Setup Fees: \$ _____ (Specify is one-time fee)

Annual Maintenance Fees

Initial Term: \$ _____
Option Year No. 1 \$ _____
Option Year No. 2 \$ _____
Option Year No. 3 \$ _____
Option Year No. 4 \$ _____

OPTIONAL REQUIREMENT - ARTICLE 3.06

Initial Term: \$ _____
Option Year No. 1 \$ _____
Option Year No. 2 \$ _____
Option Year No. 3 \$ _____
Option Year No. 4 \$ _____

RESPONDENT SHALL SPECIFY ALL ADDITIONAL FEES ASSOCIATED WITH THIS PROJECT AND SUBMIT PRICING ACCORDINGLY.

ARTICLE IV – PROPOSAL FORM

Respondent's Name: _____

(Page 3 of 3)

- E. Local Business Verification Form, Exhibit D (Maximum 5 Points)
- F. References – Submit two (2) references for which Respondent has provided Aviation Channeling Services within the past two (2) years. The references should be submitted on the Reference Questionnaire, Exhibit C (Maximum 5 Points)
- G. Conflict of Interest Certificate (Exhibit A)
- H. Addendum Acknowledgement, if applicable

Acknowledgment of the following Addenda is hereby made:

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

I. Drug-Free Workplace Program Certification:

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

J. Acknowledgement of Aviation Channeling Service Provider Warranty Acceptance is hereby made:
Respondent's Initial: _____

K. Acknowledgement of Live Scan Equipment Repair and Warranty Acceptance is hereby made:
Respondent's Initial: _____

L. Proposer Certification and Signature:

By submitting this Proposal, the Respondent certifies that the Respondent has read and reviewed all of the documents pertaining to this solicitation, that the person signing below is an authorized representative of the Company, that the Respondent is legally authorized to do business in the State of Florida, and that the Respondent maintains in active status all appropriate 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: _____ Fax Number: _____

EXHIBIT A

CONFLICT OF INTEREST CERTIFICATE

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

SECTION I

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

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION II

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

Name	Title or Position	Date of Filing
_____	_____	_____

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION III

PUBLIC OFFICIAL DISCLOSURE

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

Public Official: _____

Position Held: _____

Position/Relationship with Respondent: _____

EXHIBIT B

CONTRACT

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



**EXHIBIT C
REFERENCE QUESTIONNAIRE
AVIATION CHANNELING SERVICE PROVIDER**

(Page 1 of 2)

Respondent's Name: _____

Reference Name: _____

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

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

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. What could the Respondent have done to improve their rating?

4. Please indicate your level of satisfaction with the Respondent's project management structures, processes, and personnel. Use a scale of 1 to 5; with 1 being "least satisfied," and 5 being "most satisfied." _____

5. What could the Respondent have done to improve their rating?

6. How long were past services provided or are the services currently being provided. If current, when did Respondent begin providing services?



EXHIBIT C
REFERENCE QUESTIONNAIRE
AVIATION CHANNELING SERVICE PROVIDER

(Continued)

(Page 2 of 2)

Respondent's Name: _____

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:

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

As part of this solicitation, Respondent references are considered very important. As such, JAA will contact and evaluate the responses it receives from each reference provided in response to this solicitation. To the extent the required reference questionnaires are not received, contact with proposed references cannot be made, or the proposed references indicate a lack of knowledge or awareness of Respondent, the same will be negatively reflected in JAA's evaluation and award of points for this factor. Therefore, prior to 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) **MUST BE THE SAME AS THE SIGNATURE ACROSS THE ENVELOPE SEAL**

Person's Title: _____ Phone Number: _____

Email: _____

Date Reference Form Was Completed: _____



EXHIBIT D
Local Business Verification Form
Normal Market Area (NMA): Baker, Clay, Duval, Flagler, Nassau, Putnam and St. Johns County

Name of Business:			Nature of Business:
Physical Address of Business: (not a PO Box)			
Type of Business	Circle One: Corporation	Sole Proprietor	Partnership Other
City / State / Zip			
Local Phone Number:		Fax Number:	
Date Business was established in NMA:		Number of employees living in the NMA:	
County Location:		Contact Email Address:	
Owners Name:			
Business License County:		Date License Issued:	

You **MUST** include the following information with the return of the affidavit:

- Current Business, Occupational, and Professional Licenses.
- If a tie occurs between two Local Businesses or Local Bidders, then you will be requested to submit an Employee Roster to include Name, Date of Hire, City, County and Zip Code for the employees living in the NMA.

I certify that the above information is correct and I understand that failure to sign this form and any material misrepresentation will constitute a material irregularity and will result in the disqualification of the status "Local Business".

Authorized Agent's Signature: _____ Date: _____

Printed Name: _____, Title: _____

Sworn to and subscribed before me this _____ day of _____, 20_____.

By _____
 (Affiant's Printed Name)

He/She is personally known by me or has produced _____ as identification.

State of _____

Notary seal _____ (Signed by Notary)

 (Notary's Printed Name)

My Commission Expires: _____

NO PROPOSAL FORM

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

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

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

We are unable to submit a proposal at this time due to the following reasons:

- 1. We are unable to provide the nature of the service/products requested. _____
- 2. Requested specifications are too restrictive. (Please elaborate) _____
- 3. We are unable to comply with other terms of this invitation/request. _____
- 4. Request was not sufficiently clear. _____
- 5. Other: Please state the reasons in detail.

Comments: _____

Name of Firm: _____

Signature: _____

Printed Name: _____

Title: _____

Email: _____

Telephone Number: _____ Fax Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____