



JAA SOLICITATION



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



JAX

Jacksonville
International
Airport



Cecil

Cecil Airport



Herlong

Herlong Recreational Airport



JAXEX

Jacksonville Executive Airport

REQUEST FOR PROPOSALS (RFP) No.: 16-15-31001

DIRECT PLACEMENT

FOR THE JACKSONVILLE AVIATION AUTHORITY

JACKSONVILLE, FL

Assigned Buyer: Monica M. Frazier

Procurement Director: Devin Reed

JAA Department of Procurement 14201 Pecan Park Road, Jax. FL 32218

Email: monica.frazier@flyjacksonville.com (Phone) 904.741.2359

REQUEST FOR PROPOSALS (RFP) NO.: 16-15-31001

**DIRECT PLACEMENT BOND SALE
FOR THE JACKSONVILLE AVIATION AUTHORITY**

Proposals will be received by the Jacksonville Aviation Authority (JAA) until 2:00 PM (local time), on April 25, 2016, 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 selecting a financial institution to provide a fixed rate direct placement (the "Direct Placement") on the most favorable overall terms in an amount sufficient to refund its Revenue Bonds, Series 2006 (AMT) ("Series 2006 Bonds").

All Proposals must be submitted in accordance with Request for Proposals No. 16-15-31001, which may be obtained after 8:30 AM (local time) on March 14, 2016 from www.flyjacksonville.com (click on "Bid Opportunities").

DIRECT PLACEMENT

I. INTRODUCTION

A. Objectives

Jacksonville Aviation Authority (the “Authority”) is issuing this request for proposals (the “RFP”) to identify the institution that can offer the Authority a fixed rate direct placement (the “Direct Placement”) on the most favorable overall terms in an amount sufficient to refund its Revenue Bonds, Series 2006 (AMT) (“Series 2006 Bonds”). The financing will be a direct placement with the bank selected and the Authority will not prepare a Preliminary Official Statement or other type of disclosure document.

The Direct Placement will be issued to (i) refinance approximately \$44.6 million of the Authority’s Series 2006 Bonds and (ii) pay issuance costs related to the transaction. At its option, the Authority may elect to pay the issuance costs from Authority funds and not the proceeds of the Direct Placement. As noted above, the Series 2006 Bonds are subject to the alternative minimum tax (“AMT”). The Direct Placement that refunds the Series 2006 Bonds will also be subject to the AMT. The Authority may also, at its discretion, opt to use some of its funds to decrease the size of its borrowing.

B. The Jacksonville Aviation Authority

In May 2001, the Florida State Legislature approved the restructuring of the Jacksonville Port Authority (JPA) into two separate entities (City J-Bill-1104); the Jacksonville Aviation Authority (JAA) and the Jacksonville Seaport Authority effective October 1, 2001.

The Jacksonville Aviation Authority is an independent government agency that owns and operates Jacksonville International Airport (the “Airport”), Craig Airport, Herlong Airport and Cecil Field. The Airport is a medium hub serving Northeast Florida and Southeast Georgia. The Airport is located on 7,800 acres approximately 18 miles north of downtown Jacksonville, Florida. A total of 2,722,032 passengers were enplaned at the Airport in fiscal year 2015. Additional information on the Airport is available on the Authority’s website www.flyjacksonville.com. The Authority’s continuing disclosure filings are available at www.emma.msrb.org.

C. Overview of the Authority’s Outstanding Debt

The Authority currently has \$124,860,000 of senior lien general airport revenue bonds (“GARBs”) and notes outstanding. The key terms of such bonds are summarized in the table below:

<u>Series</u>	<u>Tax Status</u>	<u>Final Maturity</u>	<u>Amount Outstanding as of 10/1/2015</u>	<u>Source of Repayment</u>
2006	AMT	10/1/2026	\$47,620,000	Airport Revenues & PFCs (for PFC-eligible debt service)
2008	AMT	10/1/2024	\$25,710,000	Airport Revenues
2012	AMT	10/1/2022	\$42,890,000	Airport Revenues & PFCs (for PFC-eligible debt service)
2013 A-1	Non-AMT	10/1/2017	\$2,150,000	Airport Revenues
2013 A-2	AMT	10/1/2017	\$6,490,000	Airport Revenues

D. Refunding of Series 2006 Bonds

The Authority's Series 2006 Bonds are outstanding in the par amount of \$47,620,000. Of this amount, \$3,070,000 mature on October 1, 2016 and are not callable. The Authority plans to pay those bonds from revenues on October 1, 2016. The remaining \$44,550,000 of the 2006 Bonds are callable beginning October 1, 2016. Under tax law provisions, because the Series 2006 Bonds are private activity bonds (and thus subject to the AMT), they cannot be "advance" refunded. Rather they may only be refunded on a tax-exempt basis not more than 90 days prior to their initial call date. To that end, the Authority is seeking a direct placement that will close on approximately July 5, 2016.

Amortization Schedule of the Series 2006 Bonds

The Direct Placement will refund the portion of the Series 2006 Bonds maturing on or after October 1, 2017. The portion of the Series 2006 Bonds maturing on October 1, 2016 are not callable. The Authority plans to pay those bonds from revenues in accordance with their terms on their maturity date.

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The principal and interest payments on the Series 2006 Bonds to be refunded with the proceeds of the Direct Placement are shown in the table below.

Year (Oct 1 payment dates)	Principal	Interest	Total Debt Service
2017	\$4,045,000	\$2,187,050	\$6,232,050
2018	\$8,810,000	\$2,025,250	\$10,835,250
2019	\$3,320,000	\$1,584,750	\$4,904,750
2020	\$3,485,000	\$1,418,750	\$4,903,750
2021	\$3,660,000	\$1,244,500	\$4,904,500
2022	\$3,840,000	\$1,061,500	\$4,901,500
2023	\$4,035,000	\$869,500	\$4,904,500
2024	\$4,235,000	\$667,750	\$4,902,750
2025	\$4,450,000	\$456,000	\$4,906,000
2026	\$4,670,000	\$233,500	\$4,903,500
Total	\$44,550,000	\$11,748,550	\$56,298,550

The Authority anticipates that the principal repayment schedule for the Direct Placement will be structured so that it produces approximately level annual savings compared to the total annual debt service on the Series 2006 Bonds shown in the table above. The Authority's financial advisor calculates that, as of July 5, 2016, the average life of the portion of the 2006 Bonds maturing on July 1, 2017 or later will be 5.5 years. The Authority anticipates that the average life of the Direct Placement will be approximately the same, and possibly shorter.

If the principal amount of the direct placement is reduced because the Authority elects to apply some of its funds to this transaction (as described in Part I (A) above), the annual principal payments will be reduced proportionally.

E. Source of Repayment for the Direct Placement

The Direct Placement will be secured on a parity basis with the Authority's outstanding senior lien bonds and notes which are summarized in Part C above (collectively, the "Bonds") that will remain outstanding after the closing of the Direct Placement, in accordance with the terms of the Bond Resolution pursuant to which the outstanding Bonds were issued. The Direct Placement will constitute an "Additional Bond" under the Bond Resolution. A summary of the Bond Resolution is included with this RFP.

The Bonds are equally and ratably secured by (i) Operating Revenues and Transfers (including Available PFC Revenues), subject to the Authority's obligation to make payments into the Operation and Maintenance Fund and the Rebate Fund, (ii) all cash and

Investment Obligations in: (A) the Operating Revenue Fund (subject to the Authority's obligation to make payments into the Operation and Maintenance Fund and the Rebate Fund), (B) the Renewal and Replacement Fund, (C) the Surplus Fund and (D) the Capital Recovery Fund.

A portion of the debt service on the 2006 Bonds is currently being paid from PFCs. The Authority intends to continue applying PFCs to pay a portion of the debt service on the 2016 Direct Placement. Under the Bond Resolution, "PFC Revenues" means amounts derived by the Authority from the imposition of passenger facility charges ("PFCs"), exclusive of the amounts retained by the air carriers collecting the PFCs. PFC Revenues are included in the definition of Transfers for purposes of the Bond Resolution, but only to the extent that PFC Revenues constitute Available PFC Revenues and are transferred into the Operating Revenue Fund.

"Available PFC Revenues" means PFC Revenues received by the Issuer in an amount for each relevant period not to exceed 1.25 times the Bond Service Charges accruing during such period with respect to that portion of the Bonds issued to finance PFC Projects, as allocated by a certificate of an authorized officer of the Issuer.

II. INSTRUCTIONS FOR SUBMITTING PROPOSALS

A. Electronic Submissions

An electronic response to this RFP should be submitted **on or before 2:00 P.M. Eastern time on Monday, April 25, 2016** to the attention of:

Richard Rossi
Chief Financial Officer
Jacksonville Aviation Authority
Richard.Rossi@flyjacksonville.com

With copies to the following persons at the Authority's Financial Advisor, Public Financial Management, Inc. ("PFM"):

Ken Fullerton, fullertonk@pfm.com
Marissa Wortman, wortmanm@pfm.com
Kevin McPeek, mcpeekk@pfm.com

THE AUTHORITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE ANY INFORMALITIES OR IRREGULARITIES IN ANY PROPOSALS RECEIVED, OR TAKE ANY OTHER SUCH ACTIONS THAT MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE AUTHORITY.

PUBLIC FINANCIAL MANAGEMENT, INC. WILL SERVE IN THE SOLE CAPACITY OF FINANCIAL ADVISOR TO THE AUTHORITY AND NOT IN THE ROLE OF PLACEMENT AGENT.

B. Hard Copy Submissions

One (1) original copy and One (1) USB Flash Drive 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 **on or before 2:00 P.M. Eastern time on Monday, April 25, 2016** to the attention of:

Monica M. Frazier
Jacksonville Aviation Authority
14201 Pecan Park Road
Jacksonville, FL 32218

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 electronic submission, 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.

C. Proposal Content

Each proposal should address all pertinent areas and be specific. Any conditions should be clearly stated. The failure to disclose substantive terms, conditions and covenants may be considered cause for the proposer's proposal to be rejected by the Authority.

D. Questions, Additional Information

Contact with Authority personnel or consultants other than the CFO, his designated representative, or representatives of PFM, the Authority's financial advisor, may be grounds for elimination from the selection process.

The Proposer shall examine all proposal documents and shall judge all matters relating to the adequacy of such documents. Any inquiries, suggestions or requests concerning clarification or solicitation for additional information shall be submitted in writing via e-mail to Richard Rossi and Monica Frazier of JAA at richard.rossi@flyjacksonville.com, monica.frazier@flyjacksonville.com with copies to Ken Fullerton, Marissa Wortman, and

Kevin McPeek of PFM at fullertonk@pfm.com, wortmanm@pfm.com, and mcpeekk@pfm.com, respectively. The Authority shall not be responsible for oral interpretations given by any employee or its representative.

E. Tentative Schedule

The Authority will attempt to adhere to the following schedule:

March 14, 2016:	RFP Issued
March 31, 2016:	Deadline for submission of questions to Authority
April 11, 2016:	Authority to provide responses to questions
April 25, 2016:	Proposals due via email, original copy, and USB Flash Drive by no later than 2:00 P.M. Eastern time.
Weeks of May 2 and May 9, 2016:	Authority review of proposals, clarification of any questions related to proposals, and identification of “preferred provider”
Week of May 16, 2016:	Authority begins discussions with “preferred provider” of Direct Placement
Late May and Early June 2016:	Development of financing documents
June 2016:	Board approval of Direct Placement. Direct Placement Purchase Agreement to be executed after Board Approval
July 5, 2016:	Approximate date of closing on Direct Placement

The Authority reserves the right to alter dates in the above schedule if necessary.

III. INFORMATION REQUESTED FROM BANKS

Banks submitting responses to this RFP are to provide a letter to the Authority which provides the types of information shown in the table below. The Authority reserves the right to request any supplemental information it deems necessary to evaluate a bank’s experience or qualifications and/or clarify or substantiate any area contained in the bank’s proposal.

<u>Category</u>	<u>Information Requested</u>
1. Amount of Direct Placement	Specify the maximum amount of the direct placement that the bank is offering to provide to the Authority. Please note that the Direct Placement must be sufficient to refund the approximately \$44.6 million of Series 2006 Bonds maturing on or after October 1, 2017, and pay the costs of issuance of the transaction. The Authority also, at its discretion, may use some of its funds to decrease the size of its borrowing. Also, joint proposals will not be accepted, but the winning bank may elect to invite participants into the transaction.
2. Source of Repayment	Confirm that the bank understands that the Direct Placement will be issued on a parity basis with the Airport's outstanding general airport revenue bonds, as described in this RFP, and in accordance with the terms of the Bond Resolution.
3. Final Maturity	The final maturity of the proposed Direct Placement will be October 1, 2026.
4. Principal Repayment	Principal will be paid on October 1 st of each year from 2017 until the final maturity of October 1, 2026. The Authority anticipates that the principal repayment schedule for the Direct Placement will be structured so that it produces approximately level annual savings compared to the annual debt service on the Series 2006 Bonds, as shown in the table included in Section E of this RFP.
5. Proposed Structure of the Direct Placement	Confirm that the bank is willing to provide the Authority with a fixed rate direct placement. The Authority is interested in proposals which offer a true fixed rate with agreed-upon prepayment provisions; it does not want proposals for a transaction in which the rate is fixed via a swap that would be subject to a swap termination fee.

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<u>Category</u>	<u>Information Requested</u>
6. Fixed Interest Rate	<p>Specify the rate your bank would charge. The rate quoted may not exceed the maximum rate permitted under Florida Statute 215.84 applicable at the time of sale.</p> <p>State the fixed rate being proposed for as many of the Prepayment Options described in Part 7 below that your bank is willing to offer. Each proposed fixed rate must be presented in a manner that clearly identifies the following:</p> <ul style="list-style-type: none"> - Proposed interest rate as of the date of submission, assuming the transaction closes on July 5, 2016 - Formula for setting the interest rate, which should be based on a readily-identifiable rate or index (such as a rate specified in the Federal Reserve’s H15 rate sheet) <p>Specify for how many days prior to the closing of the transaction the rates stated in your proposal will be “locked in” <u>without</u> requiring the Authority to either sign a rate lock agreement, or be subject to breakage fees if the direct placement does not close. Indicate whether the rate will be locked in from the date of your proposal, or whether some type of action by the Authority will be required before the rate can be locked in – such as a confirmation from the Authority’s staff that your proposal will be recommended to the Board for approval, or that the Authority’s Board has actually approved the acceptance of your proposal.</p> <p>If your bank is not willing to lock in the rate for a significant period of time without requiring the Authority to agree to pay damages if the transaction does not close, please indicate the maximum number of days prior to closing that your firm would be willing to lock-in a rate and sign the Direct Placement Purchase Agreement without requiring the Authority to pay breakage fees if, for any reason, the transaction does not close.</p>
7. Closing Date	<p>The Authority anticipates a July 5, 2016 closing date for the Direct Placement. Please indicate the amounts, if any, by which the proposed fixed rate identified in Part 6 above would be increased if a closing date of August 1, 2016 or September 1, 2016 were selected.</p>

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<u>Category</u>	<u>Information Requested</u>
8. Prepayment Options	<p>Please indicate how the pricing of the fixed rate Direct Placement would be affected if you were to offer one or more of the following prepayment options to the Authority:</p> <ul style="list-style-type: none"> - Prepayable without penalty at any time - Prepayable without penalty on or after October 1, 2020 - Prepayable with some type of breakage fee - Not prepayable prior to maturity <p>The Authority also would prefer to have the option to prepay without penalty up to \$2 million of principal on the direct placement per year (in addition to the regularly scheduled principal payment) from surplus operating funds, if such funds are available. Please indicate whether you would be willing to provide this option to the Authority. If you are willing to offer this prepayment option, the Authority would prefer that, at its option, any such prepayments could either be applied against the final principal payment on the Direct Placement, or applied toward a pro-rata reduction of the remaining principal payments on the Direct Placement. Please also indicate whether you would be willing to offer this flexibility to the Authority.</p>
9. Debt Service Reserve Account	The Authority does not plan to fund a debt service reserve account for this Direct Placement.
10. Bank Origination or Upfront Fees	Specify any upfront fees that the bank would charge in connection with this transaction.
11. Bank Expenses	Specify any expenses related to this transaction for which the bank would expect to be reimbursed.
12. Outside Bank Legal Counsel (if any)	Specify whether or not the bank would propose to use an outside counsel on this transaction. If so, please identify the firm the bank would propose to use. Please note that Foley & Lardner LLP is serving as the Authority's bond counsel on this transaction and will prepare the transaction documentation. The Authority would view it as a conflict of interest if Foley & Lardner LLP were also to serve as bank counsel; hence, Foley & Lardner LLP may not serve as bank counsel.
13. Standard Terms and Conditions	<p>All of the terms and covenants of the Bond Resolution shall apply to the Direct Placement. The Resolution provides that Additional Bonds may be issued on a parity basis to the Direct Placement upon meeting certain tests in the "additional bonds test" contained in the Bond Resolution.</p> <p>Please confirm that you have reviewed the attached Summary of the Bond Resolution included with this RFP.</p>

<u>Category</u>	<u>Information Requested</u>
14. Public Credit Ratings	Upon the refunding of the Series 2006 Bonds with the proceeds of the Direct Placement, the Authority will no longer have any publicly offered bonds outstanding. The Authority does not currently plan to request public ratings on its Bonds from the rating agencies after that point. Please indicate if this approach is acceptable to your bank. If not, please indicate the conditions or requirements that your bank would impose on the Authority.
15. Other Fees or Expenses	Describe in detail <u>all</u> fees and expenses that may be incurred by the bank for which you will request to be reimbursed by the Authority. The amounts stated in the proposal shall represent the <u>maximum</u> amounts payable to the proposer by the Authority. All fees and expenses in excess of those stated in the proposal shall be the sole responsibility of the proposer and will not be paid or reimbursed by the Authority.
16. Bond Opinion	The Authority's Bond Counsel, Foley & Lardner LLP will deliver an opinion that interest on the Direct Placement is excluded from gross income for federal income tax purposes, except for the interest during any period while the Direct Placement is held by a "substantial user" of the facilities financed with the proceeds of the Direct Placement or a "related person," as such terms are used in Section 147 of the Internal Revenue Code of 1986, as amended, and that the Direct Placement is a "private activity bond," the interest on which is an item of tax preference for all taxpayers for federal income tax purposes.
17. Credit Approval	Please indicate the status of your bank's credit approval for this transaction. If you currently do not have final credit approval, please indicate how long it will take for you to obtain such approval.

Additional Provisions

The Authority reserves the right to reject proposals with terms and conditions different than those included in the Bond Resolution.

1. At the closing of the Direct Placement, the offeror will be required to make certain certifications, including but not limited to certifications that it:
 - (a) is not acting as a broker or other intermediary, and is purchasing the Direct Placement as an investment for its own account and not with a present view to a resale or other distribution to the public;

- (b) understands that the Direct Placement may not be transferred in a denomination less than \$100,000 under any circumstances;
- (c) is a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes;
- (d) is not purchasing the Direct Placement for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes; and
- (e) is an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

IV. INSTRUCTIONS TO PROPOSERS

- A.** Proposers shall thoroughly examine and be familiar with the bid specifications. Failure of any proposer to receive or examine this document shall in no way relieve any proposer of obligations pertaining to this bid or the subsequent contract.
- B.** Any changes or modifications to the bid specifications can result in the rejection of the bid as not being responsive to this RFP.
- C.** The responsibility for delivering the proposal to the Authority via email, original copy, and UBS Flash Drive on or before the specified date and time will be solely and strictly the responsibility of the proposer. The Authority will in no way be responsible for delays caused by transmission of the proposal or a delay caused by any other occurrence.
- D.** The response deadline shall be strictly observed. Under no circumstances will a proposal delivered after the time specified be considered. Such proposals will be returned to the proposer unopened.
- E.** Proposers will not be allowed to withdraw or modify their bids for a period of ninety (90) days after the opening time and date.
- F.** The Authority reserves the right to reject the bid of any proposer who has previously failed in the proper performance of a contract or to deliver on time other contracts similar in nature, or who is not in a position to perform properly under this contract.
- G.** The Authority reserves the right to inspect all facilities of the proposer in order to make a determination as to their capabilities.

- H. Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- I. Joint proposals will not be accepted, but banks will be permitted to have other banks participate in their direct placement to the Authority
- J. Changes to the RFP may be made by and at the sole discretion of the Authority.
- K. The successful proposer may not assign any portion of its contractual agreement with the Authority without the prior written consent of the Authority.
- L. Warranties. The proposer, in submission of its proposal, warrants to the Authority that it will comply with all applicable federal, state and local laws, regulations and orders in providing the services under the proposed documents.
- M. Collusion. The Proposer, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a Proposal for the same items, or with the Authority. The Proposer also certifies that its proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
- N. Discrimination. Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.
- O. 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.
- P. Non-Discrimination Provisions. The Respondent generally agrees to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended.

The Equal Employment Opportunity Clause in Section 202, 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. 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. Code section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

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V. EVALUATION CRITERIA

The following Evaluation Criteria will be utilized:

<u>No.</u>	<u>Evaluation Criteria</u>	<u>Points</u>
1.	Interest Rate (including the impact of closing costs and expenses)	70
2.	Call Provisions	15
3.	Legal Terms and Conditions	15
	Total	100

VI. OTHER INFORMATION

- A. The Authority reserves the right to accept or reject any and all bids, to waive any irregularities or informalities in any bid or in the bidding, and to accept or reject any items or combination of items. The award will be to the institution whose response complies with all of the requirements set forth in this RFP and whose bid, in the sole opinion of the Authority, is best taking into consideration all aspects of the proposer's response.

- B. In the event that the successful proposer does not execute a contract within a timeframe acceptable to the Authority, the Authority may give notice of intent to award the bid to the next most qualified proposer or to call for new bids and may proceed to act accordingly.

VII. CONFLICT OF INTEREST CERTIFICATE, EXHIBIT A

Respondent shall submit an executed Conflict of Interest Certificate with submittal.

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**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
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_____	_____	_____
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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: _____