



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.



REQUEST FOR QUALIFICATIONS No.: 21-18-42001

**PROFESSIONAL PLANNING SERVICES FOR CECIL AIRPORT MASTER PLAN UPDATE
FOR THE JACKSONVILLE AVIATION AUTHORITY**

**Procurement Administrator: Samantha Smid
Procurement Manager: LeNedda Edwards**

**JAA Department of Procurement 14201 Pecan Park Road, Jax. FL 32218
Email: samantha.smid@flyjacksonville.com (Phone) 904.741.3209**

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In response to recent directives regarding COVID-19 – also known as Coronavirus – and its unforeseen impact upon the Jacksonville Aviation Authority (JAA) and its traveling public, JAA has instituted an electronic solicitation process which, as described herein, will be used for this RFQ.

Statements of Qualifications will be received by the Jacksonville Aviation Authority (JAA or the Authority) until **Tuesday, April 13, 2021 at 2:00 PM (local time)** to provide Professional Planning Services for the Cecil Airport and Spaceport Master Plan Update. These services shall be rendered in full compliance with the administrative and technical requirements of the Federal Aviation Administration, the Consultant's Competitive Negotiation Act (CCNA) and the Florida Department of Transportation. It is JAA's intent to award a contract based on its evaluation of each firm's qualifications in relation to JAA's specific needs for the project contemplated herein.

It is JAA's intent to award a single contract following the selection of the best qualified Respondent and subsequent negotiations; however, JAA reserves the right to make multiple awards.

A pre-submission conference will not be held for this solicitation; nevertheless, respondents will be expected to have fully familiarize themselves with the contemplated scope of work. All questions must be submitted in writing and addressed to the JAA Procurement Department, Attn: Samantha Smid, and may be transmitted via e-mail to samantha.smid@flyjacksonville.com on or before Thursday, March 25, 2021 at 5:00 PM (local time).

JAA has established a Disadvantaged Business Enterprise or **DBE program goal of 15%**, which shall be considered as one of several specified selection criteria.

JAA will receive Statements of Qualifications electronically via DemandStar.com until 2:00 PM (local time) on Tuesday, April 13, 2021.

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

To register with DemandStar.com, visit: <https://www.demandstar.com/registration>

For information on how to navigate DemandStar.com, please see **Appendix 4**.

All Statement of Qualifications shall be submitted in strict accordance with RFQ No. 21-18-42001, which may be obtained on March 12, 2021 from www.flyjacksonville.com, click on bid opportunities. Subject to JAA's discretion to waive minor irregularities, Responses received after the opening date and time will be rejected.

JAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all those who may potentially respond to this solicitation that any contract resulting from this advertisement will be awarded fairly. Disadvantaged business enterprises will be afforded a full and fair opportunity to submit a response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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GENERAL INFORMATION

The Jacksonville Aviation Authority (JAA or Authority) is requesting Statements of Qualifications (SOQs) from interested and qualified firms for Professional Planning Services for the Cecil Airport Master Plan Update. These services shall be rendered in full compliance with the administrative and technical requirements of the Federal Aviation Administration, the Consultant's Competitive Negotiation Act (CCNA) and the Florida Department of Transportation.

It is JAA's intent to award a single contract following the selection of the best qualified Respondent and subsequent negotiations; however, JAA reserves the right to make multiple awards.

In the event that more than one contract is awarded, individual tasks may be awarded to a consultant based on the nature of the task, workload and other relevant factors to be determined by the JAA.

No pricing shall be provided with the Qualification Statements. Price negotiations shall be accomplished upon a determination of most qualified as defined under the Florida Consultant Competitive Negotiation Act.

Key project participants include the following:

1. PROJECT MANAGER: Lauren Scott, Senior Manager of Planning
2. DBE UTILIZATION AND COMPLIANCE: Meghan Miles, Procurement Administrator

JAA has established a Disadvantaged Business Enterprise or DBE program goal of **15%**, which shall be considered as one of several specified selection criteria.

Prior to a contract award, the successful Respondent(s) shall provide proof of insurance acceptable to JAA for General Liability, Automobile Liability, Worker's Compensation and Employer's Liability and Architects/Engineers Professional Liability for the scope of services contemplated by this solicitation.

SUBMISSION OF STATEMENTS OF QUALIFICATIONS

JAA will receive Statements of Qualifications electronically via DemandStar.com until 2:00 PM (local time) on Tuesday, April 13, 2021. Statements of Qualifications must be uploaded into DemandStar.com E-Bidding System Prior To 2:00 P.M. on Tuesday, April 13, 2021.

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

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 30 days after opening, whichever is earlier. All part 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.

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

**Alissa Bowles, Revenue Compliance Specialist
14201 Pecan Park Road
Jacksonville, Florida 32218
904.741.3672**

STATEMENTS OF QUALIFICATIONS RESULTS OR AWARD OF CONTRACT

Notwithstanding the above statement and/or requirement regarding public records, requests for or access to public records within JAA's possession may be made or obtained by contacting JAA at (904) 741-3672. If copies are requested, an appropriate charge will be assessed, 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.

INSTRUCTIONS TO RESPONDENTS

RECEIPT AND OPENING OF STATEMENTS OF QUALIFICATIONS

JAA will receive Statements of Qualifications for this solicitation until **Tuesday, April 13, 2021 at 2:00 PM (local time)** for **Professional Planning Services for the Cecil Airport Master Plan Update** (the "Scope of Services"). The Statements will be publicly opened via Business Tele-Conference. Join by phone call **1 408-418-9388, access code: 132 364 1376#**. Please email **Samantha.smid@flyjacksonville.com** if you need assistance.

DELIVERY OF STATEMENTS OF QUALIFICATIONS

Statements of Qualifications will be received electronically via DemandStar.com

To register with DemandStar.com, visit: <https://www.demandstar.com/registration>

For information on how to navigate DemandStar, please see **Appendix 4**.

All Statements of Qualifications must be submitted in accordance with RFQ No. 21-18-42001, which may be obtained on Tuesday, April 13, 2021 from www.flyjacksonville.com (click on "Bid Opportunities") or DemandStar.com

Subject to JAA's discretion to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent, late bids, as determined by the date stamp for upload into DemandStar.com, will not be considered and may be returned to the Respondent as non-responsive. Each Respondent is fully responsible for ensuring that its Statement of Qualifications is uploaded to DemandStar.com and shall assume the risk of non-delivery or untimely delivery caused by failure to upload by the designated date and time. This RFQ does not commit JAA to pay costs or expenses of any kind incurred by the various Respondents during bid preparation, submittal or presentations, if any.

ADDENDA – CHANGES WHILE PROPOSING

No interpretation of the meaning of any part of the RFQ 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 submitted in writing and addressed to JAA's Procurement Department, Attn: Samantha Smid. Requests **MUST** be transmitted via email to Samantha.smid@flyjacksonville.com. Each Respondent is fully responsible for ensuring that its requests for written interpretations or corrections is timely received and shall assume the risk of non-delivery or untimely delivery caused by failure to e-mail request by the designated date and time.

All requests must be received by 5:00 PM (local time) on Thursday, March 25, 2021 in order to be given any consideration. All such interpretations and supplemental instructions will be in the form of a written Addendum to the RFQ documents, which, if issued, will be posted on the JAA website, www.flyjacksonville.com and DemandStar.com. However, it is the responsibility of each Respondent, before submitting its qualifications, to contact JAA's Procurement Department at (904) 741-3209 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 the RFQ Documents.

CONFLICT OF INTEREST CERTIFICATE

The Respondent must execute either Section 1 or Section II of the Conflict of Interest Certificate, **Appendix 1** relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of Respondent's proposal.

DISQUALIFICATIONS OF RESPONDENTS

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

- A. Submission of more than one Statement of Qualification for the same work by an individual, firm, partnership or corporation under the same or different names.
- B. Evidence of collusion amongst Respondents.

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

DISADVANTAGED BUSINESS ENTERPRISES DBE PARTICIPATION

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

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.

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 <http://www.jacksonvilleaviationauthority.com/>, Demandstar.com, or at the JAA Administration Building, 14201 Pecan Park Road, 1st Floor, Jacksonville, FL 32218.

PROTEST PROCEDURES

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

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GENERAL CONDITIONS

RESULTING CONTRACT TERM

The resulting Contract term will be until project completion. The Contract may be terminated at any time with 30 days written notification, with or without cause, by JAA. All JAA Contracts are subject to the availability of budgeted funds.

INDEMNIFICATION

Any Contract resulting from the RFQ 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. By virtue of submitting a submission in response to this RFQ, Respondent acknowledges and will adhere to this provision if awarded the scope of services contemplated herein.

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: This is not required for RFQ No. 21-18-42001.

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.

Cyber Liability Insurance: Respondent shall procure and maintain Cyber Liability Insurance at a limit of liability not less than \$1,000,000 per occurrence or claim. JAA must receive 30-day notice of intent to cancel, non-renew, or make material change in coverage. Cyber Liability Insurance Coverage shall contain the following:

- (a) Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

- (b) Network security liability arising from the unauthorized use of, access to, or tampering with, or destruction of data and/or computer systems.
- (c) Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- (d) Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- (e) Liability arising from the rendering, or failure to render, professional services.

Additional Insured: Respondent agrees to endorse JAA as an Additional 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 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.

SUBCONTRACTORS

If Subcontractors are to be used, the Respondent will, as soon as practicable after signing the Contract, notify JAA in writing the names, address and contact information of Subcontractors proposed for the work. Subcontractors will not be employed unless and until they are approved by JAA. The Respondent is as fully responsible to JAA for the acts and omissions of its Subcontractors and of persons either directly or

indirectly employed by them, as 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 requires that all Subcontractors enter into a formal Contract with the prime Respondent that clearly lists all of the agreed upon conditions. The Respondent shall furnish proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

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

COMPENSATION

Compensation will be paid in accordance with post selection negotiations. Invoices will be processed in accordance with normal JAA procedures, which is 30 days net after receipt of an approved invoice. JAA, at its sole discretion, may authorize advance payments, deposit or partial payments.

ACH PAYMENT PARTICIPATION ACKNOWLEDGEMENT

JAA is endeavoring to process its accounts payable transactions even more efficiently through the Automated Clearing House (ACH) payment method. In order to increase the speed in which payments are made, the JAA / ACH "Quick Pay" Electronic Funds Transfer Initiative has been established. Submitting a quote in response to this solicitation shall represent an acknowledgement that, as a condition precedent to Respondent receiving an award in this matter and receiving payments thereunder, Respondent will complete and return JAA's ACH Authorization Form, a draft copy of which is attached hereto as **Appendix 5**. JAA will make every effort to secure the information obtained through this initiative in accordance with Florida Law, under which banking information and account numbers are currently considered confidential and exempt from public record.

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

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

RESPONSIBILITY FOR BADGING AND SECURITY

JAA does not guarantee that the successful Respondent and its staff assigned to manage the JAA account will not be required to obtain a security badge throughout the duration of the contract term.

If required, all employees/members/subcontractors/independent operators of the Respondent assigned to Cecil Airport must obtain a Security Badge. The initial badge is issued at no cost to the Respondent. The RFQ No. 21-18-42001

Respondent is responsible for all costs associated with the replacement badges. JAA does not guarantee that the initial badge will remain at no cost to the Respondent throughout the duration of the contract.

The requirements for obtaining a Cecil Airport Badge are outlined in the Cecil Airport Badge procedures, **Appendix 6**. Any member 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.

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.
- (4) US Citizenship is required for entry into certain tenant locations, including but not limited to, US Coast Guard, Boeing, Custom Border Patrol, and Air Traffic Control Tower.

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.

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 hereto are public record. However, the Respondents are requested to identify specifically any information contained in their proposals, which they believe to be exempt from public disclosure, citing specifically the applicable exempting law. JAA will consider a Respondent's opinions regarding the applicability of Chapter 119, Florida Statutes, but shall not be obligated to concur in such opinions and shall have no liability to a Respondent for making public any information contained in a response hereto. All Proposals received from Respondents in response to the RFQ 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.

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SCOPE OF SERVICES

Cecil Airport (VQQ) is a general aviation/industrial airport which opened for public use in 1999 following the closure of the airfield as a naval base. The Airport encompasses approximately 6,100 acres in the southwestern corner of Duval County in Northeast Florida and is one of four public-use airports serving the Jacksonville area. Tenants at VQQ predominantly provide maintenance, rehabilitation, and overhaul services. One fixed base operator and the United States Coast Guard are also located on the Airport.

The most recent update to the Master Plan was completed in 2008. Since that time there have been several changes to VQQ's facilities and operations including obtaining a horizontal launch commercial spaceport license. The goal of this update will be to incorporate both the Airport Master Plan and Spaceport Master Plan into one comprehensive document. The anticipated services for the combined Master Plan will include those typically performed during the master planning process, as outlined in FAA Advisory Circular 150/5070-6B, Airport Master Plans and summarized below.

- Public Involvement Program
- Existing Conditions (Including Spaceport License Review)
- Environmental Considerations
- Aviation and Commercial Space Forecasts
- Facility Requirements
- Alternatives Development and Evaluation
- Airport Layout Plan (ALP) Drawing Set
- Facilities Implementation Plan
- Financial Feasibility Analysis
- Airport Geographic Information Systems (AGIS) Survey

The selected firm will provide all professional planning services for the Airport/Spaceport Master Plan and Airport Layout Plan update for Cecil Airport and Spaceport. All professional services shall comply with applicable state and local codes and ordinances and applicable Federal Aviation Administration, Florida Department of Transportation and Authority design criteria, rules, and regulations.

The Scope of the Master Plan Update will be developed by the selected Consultant together with Airport and Spaceport staff. Where possible, information and data gathered as part of the previous Master Plan, as well as other previously completed airport and local/regional studies, shall be used to reduce the scope of work and the time required to complete the Project.

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FORMAT FOR STATEMENT OF QUALIFICATIONS

RESPONDENT SHALL UPLOAD INTO DEMANDSTAR THE “STATEMENT OF QUALIFICATIONS DOCUMENT” THAT CONTAINS ALL REQUIRED DOCUMENTS. STATEMENTS OF QUALIFICATIONS MUST BE UPLOADED INTO DEMANDSTAR.COM E-BIDDING SYSTEM

JAA will receive Statements of Qualifications electronically via DemandStar.com until 2:00 PM (local time) on Tuesday, April 13, 2021.

Responses must Be Uploaded into DemandStar.com E-Bidding System before 2:00 P.M. on above mentioned date.

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

To register with DemandStar.com, visit: <https://www.demandstar.com/registration>

For information on how to navigate DemandStar.com, please see **Appendix 4**.

SUBMISSION REQUIREMENTS

It is expected that all statements submitted shall be prepared in an 8-1/2” x 11” format and make minimum use of “off the shelf” pre-printed sheets that are not directly pertinent to the project. All submittals will be limited to twenty-five (25) one-sided pages with no exceptions (cover letters, tabs, etc. will not count toward the 25-page limit). The submittal must identify this RFQ on the cover by title and number. It is expected that all statements submitted shall be prepared in an 8-1/2” x 11” format and make minimum use of “off the shelf” pre-printed sheets that are not directly pertinent to the project.

PLEASE BE ADVISED THAT PROPOSALS SUBMITTED IN EXCESS OF THE MAXIMUM PAGE LIMIT MAY RESULT IN THE VIOLATOR RECEIVING A DEDUCTION FROM ITS FINAL POINT TOTAL AWARDED HEREUNDER OF ONE POINT FOR EVERY PAGE OVER THE LIMIT.

The Statement of Qualifications shall be organized as follows:

SECTION 1: Corporate Overview and Capabilities

The Firm expressing a desire to provide the requested services shall present an overview of its structure. This information should include a description of the overall corporate organization and the relation of the office proposing the work to the overall organization. This information should also identify the Firm’s specific qualifications to provide the Scope of Services in terms of general corporate experience, general workload of the firm and experience in projects of similar size and scope.

SECTION 2: Project Organization and Staffing

This section should contain a resume of the professional qualifications of key individuals (including sub consultants) of the proposed project team whose contribution is considered by the Proposer as essential to the successful completion of the assignment. Proposers are encouraged to provide resumes of those individuals with the Firm who have specific experience in delivering the Scope of Services for projects of similar size and scope. Proposers are cautioned to include only those individuals that would make a significant contribution to the project if the firm is selected. This section should also contain the current backlog of work and projected workload of the key individuals listed in this section.

SECTION 3: Approach to the Project

Proposers shall describe in detail their approach to the planning services for the project, drawing on previous experience with similar projects. This section shall detail the Proposer’s overall experience with RFQ No. 21-18-42001

FAA and administrative procedures that will be used to assure stakeholder coordination and timeliness.

SECTION 4: References

List all projects accomplished over the last five (5) years generally comparable in size and scope to the proposed project.

This listing should include the project owner, project name and general description, name of the Consultant's Project Manager, and name and telephone number of a contact that would allow verification of satisfactory performance.

JAA will contact and evaluate the responses it receives from each reference provided in response to this solicitation. To the extent contact with proposed references cannot be made or the proposed reference indicates a lack of knowledge or awareness of proposer, the award of points will be negatively reflected in JAA's evaluation. Therefore, prior to proposing references, proposers 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.

Proposers shall submit at least three (3) references.

NOTE: THE RESPONDENT SHOULD SEND THE REFERENCE QUESTIONNAIRE TO THREE REFERENCES.

JAA WILL ACCEPT THE REFERENCE FORM ONLY FROM THE INDIVIDUAL COMPLETING THE REFERENCE QUESTIONNAIRE. THE REFERENCE FORM SHOULD BE E-MAILED DIRECTLY TO PROCUREMENT-BIDS@FLYJACKSONVILLE.COM WITH THE **RFQ NO. 21-18-42001 IN THE SUBJECT LINE.**

As part of this RFQ, 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.

SECTION 5: Disadvantaged and Local Small Business Opportunity Goals

This section is intended to allow the Proposer an opportunity to discuss his or her efforts to include Disadvantaged Business Enterprises (DBE) in the project. A Disadvantaged Business Enterprise shall be defined as a business firm satisfying the requirements of 49 CFR Part 26, as amended. It is the official policy of JAA to recognize the authority and applicability of the United States Department of Transportation's Rules and Regulations governing Disadvantaged Business Enterprise participation. Firms desiring to participate as a Disadvantaged Business Enterprise (DBE) on JAA projects or contracts must be duly certified by a member of the Florida Unified Certification Program (FUCP) and be listed in the UCP DBE Directory of firms, access to which may be obtained by visiting:

<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

Any DBE firm not duly certified by a FUCP certifying member by proposal closing date may not be used to meet the disadvantaged business participation requirements of the JAA.

All proposers participating in this project are hereby notified that the failure to fully comply with their RFQ No. 21-18-42001

proposed DBE participation percentages will constitute a breach of the contract resulting here from and may result in the termination of the contract or such other remedy as deemed appropriate by JAA.

The DBE participation goal for this project is fifteen (15%) percent. Submission of a proposal shall constitute full acceptance of all DBE goals and conditions outlined in this Request. A copy of the DBE Policy, Goals, Conditions and Instructions is attached, **Appendix 3**.

JAA intends to award the contract for this solicitation to the most responsible proposer submitting a proposal that is most advantageous and in the best interests of the JAA, provided the proposer has satisfactorily demonstrated its ability to meet the DBE participation goals, once established, or has provided written documentation at the time proposals are due to demonstrate good faith efforts sufficient to overcome a rebuttable presumption of the adequacy of the assigned goal by virtue of other proposers having achieved the goal. JAA reserves the right to reject any or all proposals submitted in response to this RFQ.

For questions regarding this program, contact Meghan Miles at (904) 741-3861 or email, meghan.miles@flyjacksonville.com.

EVALUATION OF STATEMENTS OF QUALIFICATIONS

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

Following this preliminary review, an Evaluation Committee will be convened to evaluate and rank each submittal based on the information requested in Sections 1 through 6 of the Format For Statement Of Qualifications. The points available for each Section are as follows:

Statement of Qualifications:

Section 1:	Corporate Overview and Experience	20 points maximum
Section 2:	Project Organization and Staffing	35 points maximum
Section 3:	Approach to the Project	35 points maximum
Section 4:	References	5 points maximum
Section 5:	Disadvantaged and Local Small Business Opportunity	5 points maximum

Total: 100 points

After evaluation of the written Statements of Qualifications, selected Firms may be more closely considered through a presentation of their approach to perform the required services.

The JAA reserves the right to reject any and all submissions to the RFQ, request clarification, and waive informalities/technicalities, if deemed in its the best interest. The JAA assumes no responsibility for costs incurred in responding to the RFQ.

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

- i. Public Notice Board located in the first-floor lobby of JAA's Administration Building at 14201 Pecan Park Road, Jacksonville, Florida 32218; and
- ii. Website at <http://www.flyjacksonville.com/Awards2015.aspx>

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

PRESENTATIONS (OPTIONAL, 20 POINTS TOTAL):

After the firms have been evaluated based on their written Statement of Qualifications, proposers may be more closely considered through a presentation of their approach to perform this particular project. Time will be allowed for questions and answers after the presentation. In the event JAA elects to have presentations, short-listed Respondent will be provided presentation evaluation criteria with corresponding maximum available points. Respondent's account executives must be present for the presentation.

JAA will provide the agenda and the point allocation in advance of the presentation meetings.

As previously stated, this RFQ does not commit JAA to pay costs or expenses of any kind incurred by the various Proposers during proposal preparation, submittal or presentations, if any. The presentation date and time, if applicable, will be scheduled at the convenience of JAA.

CONTRACT

The selected firm must execute a contract with the Authority that will include, but not necessarily be limited to, a defined scope and period of service, insurance including professional liability, penalties for non-performance, and standard Authority covenants. Pursuant to § 287.055(10), Florida Statutes, this represents a statement of public notice that any plans, specifications, or related design documents that result from this solicitation are intended to be reused at some future time should the opportunity present itself. As required by Florida Statutes, any contract issued pursuant to this RFQ shall contain the following requirements:

Truth in negotiation certificate requirement: For all lump-sum or cost-plus-a-fixed-fee professional service contracts over the threshold amount provided in Section 287.017, Florida Statutes, for Category Three, as may be revised from time to time, the person receiving the award shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. A professional service contract under which a certificate is required shall contain a provision that the contract price shall be adjusted to exclude any significant sums where the agency determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit cost. Contract adjustments shall be made within one year following the end of the contract.

Contingent fees prohibited: Each contract entered into for professional services shall contain a prohibition against contingent fees as follows:

The person or entity providing the professional services required hereunder (as applicable) warrants that it has not employed or retained a company or person, other than a bona fide employee working solely for the person or entity providing the professional services required hereunder, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the person providing the professional services required hereunder any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this agreement.

For the breach or violation of this provision, the JAA shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of the fee, commission, percentage, gift or consideration.

NOTES

No cost data of any kind shall be included in the Consultant's Statement of Qualifications package.

Cost factors will be considered only during the negotiation phase and these costs may be subject to State and Federal Audit for reasonableness. If a satisfactory scope of service or fee cannot be negotiated, the Authority will terminate the negotiations and proceed to negotiate with the next highest ranked Consultant. Both the detailed scope and fee for services shall be subject to the approval of the Federal Aviation Administration and the Florida Department of Transportation.

Qualifications packages that include cost data shall be considered non-responsive. Costs and fees shall not be presented until a negotiation has been announced at which time fee negotiations will require a detailed estimate and itemization of all costs that will be incurred in accomplishing the assignment. Only costs consistent with the Federal cost principles contained in Title 41, Code of Federal Regulations (CFR), Subparts 1-15.2 and 1-15.4 and, to the extent applicable, allowed by the Federal Aviation Administration and Florida Department of Transportation shall be used. These costs will be itemized in the following categories:

- a. **Direct Salary Costs.** This includes the direct salary cost of all professional, technical and/or clerical employees directly engaged in the assignment.
- b. **Overhead Costs.** This includes the established overhead on direct salary costs and general and administrative overhead.
- c. **Direct Non-Salary Expenses.** This includes non-salary costs that are directly required to accomplish the project. The costs of all sub-consultants shall be detailed in a manner similar to that required of the Respondent.
- d. **Fixed Payment.** A negotiated percentage of the estimated direct salary cost of the Respondent including overhead but excluding direct non-salary costs shall be applied to determine payment for profit, willingness to serve and assumption of responsibility.

CONSULTANT SERVICES SELECTION SCHEDULE

The anticipated schedule for this solicitation is as follows:

Pre-submittal Conference:	N/A
Deadline for Respondent Questions:	March 25, 2021 at 5:00 PM (local time)
Statements of Qualifications Due:	April 13, 2021 at 2:00 PM (local time)
Evaluation Committee Meeting:	To Be Determined
Presentations/Interviews:	To Be Determined
Award Professional Services Agreement:	To Be Determined

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

APPENDIX 1

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 the JAA 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: _____

APPENDIX 2

REFERENCE QUESTIONNAIRE

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



APPENDIX 4

REFERENCE QUESTIONNAIRE RFQ No. 21-18-42001

(Page 1 of 2)

Proposer's Name: _____
(Insert Name of Company Reference is being submitted for)

Name/Company of individual completing reference: _____

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

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

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

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

4. Please indicate your level of satisfaction with the Proposer'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. If you answered three (3) or less to the previous question, what could the Proposer have done to improve their rating?



REFERENCE
QUESTIONNAIRE RFQ No.
21-18-42001

Continued

(Page 2 of 2)

Proposer's Name: _____
(Insert Name of Company Reference is being submitted)

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

7. Would you use the services of the Proposer 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 RESPONDENT SHOULD SEND THE REFERENCE QUESTIONNAIRE TO THREE REFERENCES.

JAA WILL ACCEPT THE REFERENCE FORM ONLY FROM THE INDIVIDUAL COMPLETING THE REFERENCE QUESTIONNAIRE. THE REFERENCE FORM SHOULD BE E-MAILED DIRECTLY TO PROCUREMENT-BIDS@FLYJACKSONVILLE.COM WITH THE RFQ NO. 21-18-42001 IN THE SUBJECT LINE.

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)

Person's Title: _____ Phone Number: _____

Email: _____

Date Reference Form Was Completed: _____

APPENDIX 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY, GOALS, CONDITIONS AND INSTRUCTIONS

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

APPENDIX 3

ARTICLE IV – DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY, GOALS CONDITIONS AND INSTRUCTIONS

4.01 POLICY

It is the official policy of the Jacksonville Aviation Authority (JAA) to recognize the authority and applicability of the United States Department of Transportation's Rules and Regulations governing Disadvantaged Business Enterprise participation. The JAA is also fully committed to the implementation of these rules and regulations through its approved DBE program.

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

4.02 DBE OBLIGATION

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

4.03 CERTIFICATION and ELECTION OF STATUS

Firms desiring to participate as a Disadvantaged Business Enterprise (DBE) on JAA projects or contracts must be duly certified by a member of the Florida Unified Certification Program (FUCP) and listed in the FUCP DBE Directory of firms, access to which may be obtained by visiting the following link: <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

Any DBE firm not duly certified by a FUCP certifying member by proposal closing date may not be used to meet the disadvantaged business participation requirements of the JAA.

4.04 ELIGIBILITY

A. To be considered eligible for a contract award, the Proposer must include with the proposal an original notarized copy of **DBE Form 1** showing:

1. Total percentage of DBE work or procurement that the Proposer intends to award;
2. The identification of the DBE as a subcontractor, service organization, manufacturer, or supplier;

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

B. Within 3 working days following the Bid Opening, the apparent low conforming bidder shall submit to the Owner, completed and signed:

1. DBE Form 2 (**CERTIFIED** DBE Participant Identification Affidavit);
2. DBE Form 3 (**CERTIFIED** DBE Letter of Intent To Perform) for each firm listed in the Schedule of DBE Participation (DBE Form 1);

3. Information and commitments presented on the latter forms will be consistent with DBE Form 1, as submitted with the proposal.

- C. In the event the Proposer is unable to obtain proposals from DBE subcontractors that equal or exceed the established participation percentage goal, please reference Appendix A of 49 CFR 26.53 which provides detailed guidance on submitting written documentary evidence that satisfies good faith effort criteria. Provide this evidence along with Form 4 (DBE Unavailability Certification).

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

4.05 COMPLIANCE and PENALTIES

All Respondents, potential contractors, or subcontractors agree that failure to fully comply with ACDBE/DBE regulations will constitute a material breach of contract that may result in termination of the Contract and such other available legal remedies, such as any, all, or a combination of the following penalties:

- A. Temporary suspension or ineligibility from submitting a bid or proposal on JAA contracting opportunities;
- B. Withholding payments from the Respondent until JAA determines that the Respondent is in compliance;
- C. Debarment or exclusion from the award of any future JAA contracting opportunities until such time as the Respondent demonstrates to JAA that it will comply with the provisions of this part;
- D. Revocation of ACDBE/DBE certification and/or joint venture status, if applicable; and/or
- E. Sanctions permitted under the previously mentioned regulations, including but not limited to those set forth in 49 CFR Part 26.

4.06 PARTICIPATION GOALS

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

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

The JAA has determined that DBE participation is 15% for this project. Bonus points will be awarded for DBE participation.

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

4.07 CONTRACT AWARD

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

4.08 SUBCONTRACT CLAUSE

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

4.09 POST AWARD REQUIREMENTS

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

4.10 EXCLUSIONARY AGREEMENTS

Agreements between any Proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other Proposers are prohibited.

4.11 SUBSTITUTIONS

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

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

4.12 DBE MONTHLY REPORT (FORM 5)

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

4.13 PARTICIPATION CATEGORIES

A. SUBCONTRACTOR

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

B. MANUFACTURER

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

C. SUPPLIER

Supplier means a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for this Contract are brought, kept in stock and regularly sold to the public in the usual course of business. To be a supplier, the DBE firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A supplier of such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution of the products. Brokers and packagers will not be regarded as suppliers within the meaning of this section.

D. SERVICES

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

4.14 CALCULATION OF DBE PARTICIPATION

The following percentages will be applied in calculating DBE participation:

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

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

DBE FORM 1

SCHEDULE OF DBE PARTICIPATION

NAME OF BIDDER: _____ JAA RFQ No. 21-18-42001

CONTRACT: _____ TOTAL BASE BID AMOUNT: \$ _____

INDICATE DBE TYPE OF BUSINESS BY (✓) CHECK NEXT TO NAME

- SUBCONTRACTOR 100% OF BID PRICE APPLIES TOWARDS DBE PARTICIPATION GOAL
- MANUFACTURERS 100% OF BID PRICE APPLIES TOWARDS DBE PARTICIPATION GOAL
- SUPPLIERS 60% OF BID PRICE APPLIES TOWARDS DBE PARTICIPATION GOAL
- SERVICES 100% OF BID PRICE APPLIES TOWARDS DBE PARTICIPATION GOAL

				DBE PARTICIPATION	\$ Amount	\$ Amount Applied to	% of	
				Name	Work to Be Performed	Bid by DBE	DBE Goal	Bid
				DBE Participation – Total \$ Value and %				

Total DBE Participation and %							
-------------------------------	--	--	--	--	--	--	--

The undersigned will enter into a Formal Agreement with the DBE Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the Jacksonville Aviation Authority.

Signature _____ Title _____

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

NOTARY PUBLIC _____ (SEAL)

DBE FORM 2

DBE PARTICIPANT IDENTIFICATION AFFIDAVIT

STATE OF _____
COUNTY OF _____

I HEREBY DECLARE AND AFFIRM THAT I AM THE _____
(Title – Owner, President-DBE firm)
and duly authorized representative of _____ whose
(Name of DBE firm)

address is _____

I hereby declare and affirm that I am a DBE as defined by the contract documents for RFQ No. 21-18-42001, and that I will provide information to document this fact. This firm is interested in quoting/bidding on the following work being procured by the Jacksonville Aviation Authority under RFQ No. 21-18-42001.

Specify whether participation is as a Subcontractor, Manufacturer, etc. _____

Specify quote or bid amount \$ _____

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE FIRM TO MAKE THIS AFFIDAVIT.

(Date) (Affiant)

ATTACHMENT

STATE OF _____, COUNTY OF _____

On this _ day of _____, 20__, before me, the undersigned officer personally appeared _____
_____, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she)
executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

(Notary) Commission Expires _____ (SEAL)

DBE FORM 3

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

TO: _____
(Name of Prime/General Contractor Proposing)

JAA PROJECT: Professional Planning Services for the Cecil Airport and Spaceport Master Plan Update
RFQ No. 21-18-42001

The undersigned intends to perform work in connection with the above Contract as:

Check One:

_____ an individual _____ a corporation
_____ a partnership _____ a joint venture

The status of the undersigned is confirmed on the attached DBE Contractor identification Affidavit.

Specify in detail, work items or parts thereof to be performed:

at the following price: \$_____.

_____ (%) of the total dollar value of this subcontract will be sublet and/or awarded to non-minority Subcontractors.

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

_____ (Date) _____ (Telephone No.) _____ (Name of DBE Subcontractor)

_____ (Firm Address) By: _____ (Signature)

_____ (City and State) Name: _____ (Typed)

Title: _____ (Typed)

DBE FORM 4

DBE UNAVAILABILITY CERTIFICATION

I, _____, _____
(Name) (Title)

of _____, certify that on the dates below,

I invited the following DBE(s) to bid work items to be performed on JAA project: Professional Planning Services for the Cecil Airport and Spaceport Master Plan Update; RFQ No. 21-18-42001

<u>DATE OF REQUEST</u>	<u>NAME OF DBE</u>	<u>INDICATE IF SUB, MFG, ETC.</u>	<u>DBE RESPONSE (Y/N)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following submitted bids which were not acceptable:

<u>Name of DBE</u>	<u>Reason for Unacceptability</u>
_____	_____
_____	_____
_____	_____
_____	_____

Date: _____ By: _____
(Signature)

The foregoing instrument was acknowledged before me, this ____ day of _____, 20____,
by _____ who is personally know to me or has produced _____
_____ as identification and who did not take an oath.

Signed: _____ (SEAL)
Notary Public

NOTE: IF SUBMITTING THIS FORM, YOU MUST INCLUDE A DETAILED STATEMENT AND SUPPORTING DOCUMENTATION OF YOUR GOOD FAITH EFFORTS IN ATTEMPTING TO MEET THE ASSIGNED GOAL. APPENDIX A OF 49 CFR 26.53 OUTLINES THE DEFINITION OF WHAT IS REQUIRED TO DEMONSTRATE GOOD FAITH.

DBE FORM 5

MONTHLY REPORT

DATE _____

NAME OF CONTRACTOR: _____

JAA RFQ No. 21-18-42001

CONTRACT: Professional Planning Services
for the Cecil Airport and Spaceport Master Plan Update

BASE BID AMOUNT: \$ _____

DBE GOALS % _____ \$ _____

TOTAL CONTRACT \$ _____

TOTAL DBE CONTRACT \$ _____

NAME OF DBE SUBCONTRACTOR	ADDRESS	TYPE OF WORK	EARNED THIS MONTH \$ _____	EARNED TO DATE \$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
SUBTOTAL ALL DBE			\$ _____	\$ _____

DBE EARNED TO DATE DIVIDED BY TOTAL CONTRACT EARNED TO DATE _____ %
..... %

PERCENTAGE OF OVERALL CONTRACT COMPLETE..... %

The undersigned hereby affirms and declares that the above-listed firms were actually employed in the performance of work/services under this contract and further that each such firm earned and has been paid the stated amount for their respective efforts.

Signature: _____ Title: _____

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

_____ (Seal)
NOTARY PUBLIC

NOTES:

1. Contractor shall attach to this form a typewritten explanation of any differences in DBE participation between this form and DBE Form 1 including an accounting for any changes in DBE firms employed.
2. THIS FORM MUST BE COMPLETED AND SUBMITTED WITH CONTRACTORS REQUEST FOR MONTHLY AND FINAL PAYMENTS.

APPENDIX 4

HOW TO NAVIGATE DEMANDSTAR

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

Registering for DemandStar



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

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

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

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

1 REGISTER

Go to:

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

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

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

Next



2 CHOOSE YOUR FREE AGENCY

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

← Choose Your Free Agency

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

City of Metropolis

Narrow down your search by selecting a state and county.

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

- City of Metropolis – Board of Commissioners
- City of Metropolis Purchasing
- Metropolis Technical College

3 CHECK OUT

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

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

My Subscriptions  [0]

Nation (0)

States (0)

Counties (0)

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

Proceed to Checkout

Skip for Now



SIGN UP

Visit www.demandstar.com



Responding to an Electronic Bid

5 Step Instructions

Step 1

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

- Click on the solicitation name

The screenshot shows a software interface with a navigation menu at the top containing 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. Below the menu is a 'Bids' section with a red arrow pointing to a bid entry. The bid entry is titled 'TSEBIDWINO24JAN01' and includes the following details: 'City of Fort Pierce - Purchasing Department, Fort Pierce, AZ', 'ID: BID-TSEBIDWINO24JAN01-0', 'Broadcast: 1/24/2020', 'Due: 3/1/2020', and 'Planholders: 3'. Below this entry are two other entries: 'AA-BB-CC-DD-EE' with 'Agency: A, Trade: B' and 'ID: EBID-001-946-00-6-2020/AI', 'Broadcast: 2/4/2020', 'Due: 2/29/2020', and 'Planholders: 0'; and 'TESTBID' with 'Agency: A, Trade: B' and 'ID: EBID-001-946-00-6-2020/AI', 'Broadcast: 2/4/2020', 'Due: 2/29/2020', and 'Planholders: 0'. Each entry has an 'Active' button and a 'Watch' button.

Step 2

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

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

TEST BID

Bid Details

Agency Name: 147401410
Bid Letter: 147401210
Bid ID: 147401210-147401210-147401210
Bid Type: E-BID
Broadcast Date: 12/01/2022 11:00 AM Eastern
Fiscal Year: 2023
Due: 12/01/2022 11:00 PM Eastern
Bid Status Text: NO BIDDING

Scope of Work

Scope of Work: none

Documents

Filename	Type	Date Modified	Status
Attachment	Attachment	12/01/2022	Complete

Distribution Info

Bid Bond: none
Plan (Blueprint): none
E-Bidding: none
Distributed By: none
Distribution Method: none
Distribution Options: none
Project Estimated Budget: 1122,000.00
Distribution Notes: none

Publications

View Page: none

Pre-Bid Conference

Has a pre-bid conference date found: none

Commodity Code

[101-944-00] MATERIAL SERVICES

[Submit E-Bid Proposal](#)

Step 3

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

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

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

DEMANDSTAR | Home > Bids > EL388E > My E-Bid Response

Dashboard | Bids | Quotes | Activities | Messages | Responses | Robyn Gallardi | Save & Finish Later | Cancel

E-Bid Response

Bid Details

Agency Name	Agency ID
EBID-123456-0-2020/AD	
Bid Number	Bid Due Date
07274/2020/1ST	23 days, 04 hours, 23 minutes, 04 seconds Remaining
Bid Opening	Bid Name
	TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

Contact Information

Company Name	Address 1	Address 2	City	Country	State/Province	County	Phone Number	Extension	Bid Amount	Alternate Bid Amount	Notes
Calgon Carbon Corporation	P.O. Box 717	Address 2	Pittsburgh	United States of America	Pennsylvania	Select...	412 781 6810	Extension	127,000	Alternate Bid Amount	For the full 6 month contract

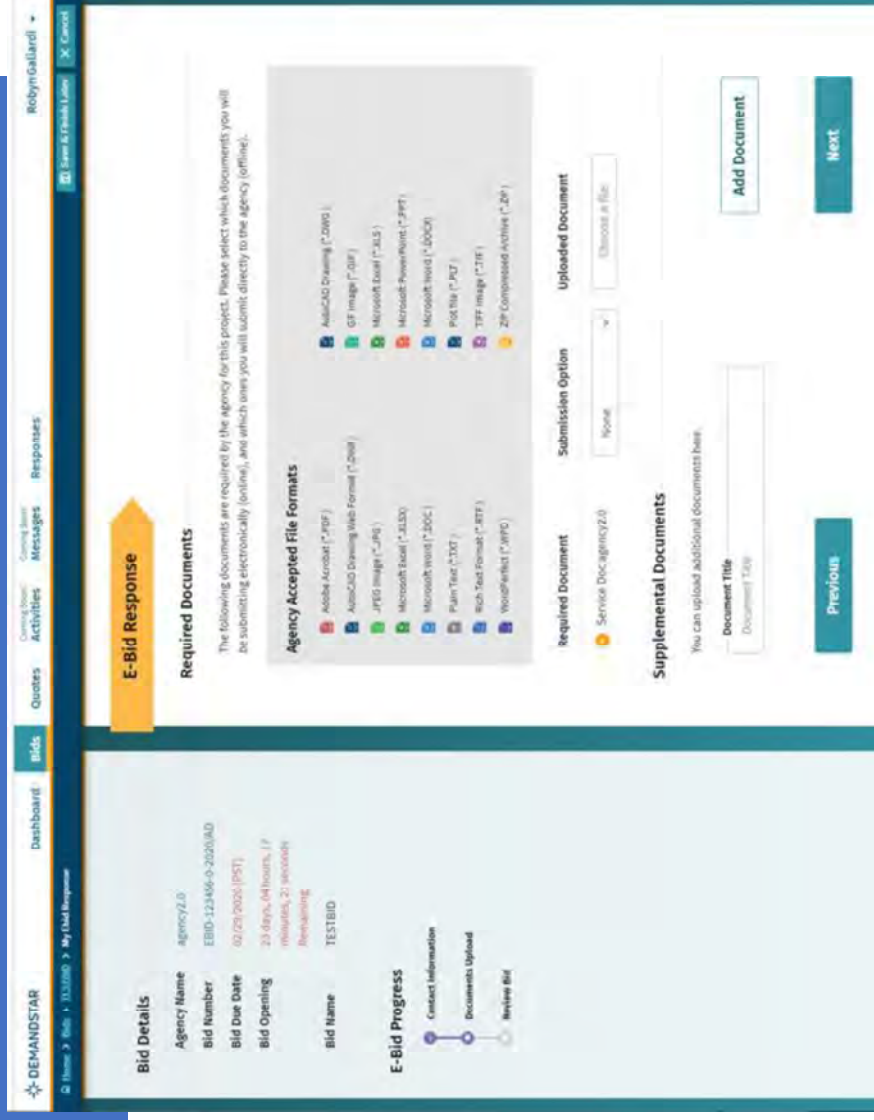
Next

Step 4

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

TIP:

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



Step 4 continued

TIP:

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

The screenshot displays the 'E-Bid Response' interface. At the top, a yellow banner reads 'E-Bid Response'. Below it, the 'Required Documents' section lists 'Agency Accepted File Formats' such as Adobe Acrobat (.PDF), AutoCAD Drawing (.DWG), and others. A note states: 'The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline)'. Below this is a table of 'Required Documents' with columns for 'Required Document', 'Submission Option', and 'Uploaded Document'. The 'Service Doc Agency's' document is marked as 'Electronic Online' and 'Uploaded Document'. The 'Supplemental Documents' section includes a text input field for 'Document Title' and a note: 'You can upload additional documents here.' Below this is another table for 'Supplemental Documents' with columns for 'Required Document', 'Submission Option', and 'Uploaded Document'. The 'References' document is marked as 'Electronic Online' and 'Uploaded Document'. At the bottom, there are 'Previous' and 'Upload' buttons.

Bid Details

Agency Name	agency2
Bid Number	689-12345-6789-10
Bid Due Date	02/28/2022 (PST)
Bid Opening	13 days, 23 hours, 28 minutes, 31 seconds remaining
Bid Name	TETRD

E-Bid Progress

- Contact information
- Documents Upload
- Review Bid

Required Documents

Required Document	Submission Option	Uploaded Document
Service Doc Agency's	Electronic Online	Service Doc Agency's PDF

Supplemental Documents

You can upload additional documents here.

Required Document	Submission Option	Uploaded Document
Service Doc Agency's	Electronic Online	Service Doc Agency's PDF
References	Electronic Online	References.pdf
Miss	Online Electronic	Choose a file

Previous Upload

Step 5

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

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

The screenshot shows the DEMANDSTAR e-bidding system interface. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', 'Responses', and 'My Bid Responses'. The main content area is titled 'Review Your E-Bid Response' and contains the following sections:

- Bid Details:** Agency Name: Agency A, Bid Number: 8890-123456-789010, Bid Due Date: 02/28/2022 (PST), Bid Opening: 12 Days (48 hours, 12 weeks, etc.), Bid Name: T12345.
- E-Bid Progress:** A progress bar showing 'Contact Information' (100%), 'Documents Upload' (100%), and 'Review Bid' (100%).
- Contact Info:** Company Name: Original (a-bid Corporation), # U.S. Fax: 737, Address 1, Address 2, City: Honolulu, State: Hawaii, Country: United States of America, Postal Code: 02282-0727, Phone Number: 43294-9433, Fax: 3327-366508, Alternate Bid Account, Notes: For the U.S. requests website.
- Agency Required Documents:** Includes a link to 'Download the agency's E-Bidding Original' and a 'New Document' button.
- Supplemental Documents:** Includes a 'New Document' button.
- Instructions:** A list of instructions for submitting the bid response, including a note that the user must verify the bid information is correct and that the user must verify the bid information is correct.

A red arrow points to the 'Submit Response' button at the bottom right of the screen.

APPENDIX 5

JAA'S SAMPLE ACH AUTHORIZATION FORM

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



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

ACH Authorization For Electronic Funds Transfer SUPPLIERS ONLY

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

This form is being completed due to:

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

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

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

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

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

Authorized by Signature: _____
 Print Name: _____
 Title: _____
 Phone: _____
 Date: _____

Return this form directly to the Procurement Department via email: procurement-bids@flyjacksonville.com


APPENDIX 6

CECIL AIRPORT BADGING PROCEDURES

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

Cecil Airport Badging Procedures

New Applicants:

- Certifying official will notify Airport Operations via email of new applicant and ensure training has been completed.
 - Badge application emailed to **cecil.badging@cecilairport.com**
 - Hard copy of application will be filed by JAA Operations.
 - Once the badge application is received JAA Operations will create a unique User ID (Employee's email address) and a generic password.
 - Cecil Operations will email the applicant their username and password.
 - Once this email is received the applicant can visit cecilairport.com scroll to the bottom of the home page to find "links" and select "BADGING/RAMP TRAINING" or visit:
<http://mytrainingportal.net/jax/login.jsp?co=2>.
 - Applicant may log on remotely at work, home, or utilize the two computer terminals in the JAA badging office (Scheduled through Airport Operations, during normal badge office hours)
 - Certifying officials shall instruct the applicant to change their password on their initial login.
 - After successfully completing the course, a notification email is sent to Cecil OPS. (SSI Allows Cecil Ops to query Certification prior to badge print.).
 - Badging Office is currently **CLOSED** for walk in appointments, Badges will be mailed, or hand delivered curb side at building 82 (13365 Simpson Way 32221).
 - Certifying Official must send a photo from a smart phone or digital camera with a light-colored background like the sample below so we could pre-print the Badge prior to you picking up. Make sure it is a JPG format. NO Hats or sunglasses!
- 
- A sample photo of a man with short brown hair and a beard, wearing a red and white baseball cap. The photo is set against a light-colored background. The word 'SAMPLE' is faintly visible in the background of the photo.
- Cecil Airport badges will expire 24 months (Ramp Driving) 12 months (Airfield Driving) or 30 days after the contract / Project ends.

CAUTION: SENSITIVE SECURITY INFORMATION

- At the end of the construction project / contract all badges must be returned to Airport Operations or face lost badge fees for each UNRECOVERED badges.
- Lost badge fee 1st: \$50.00 2nd: \$75.00 3rd: \$100.00. Unrecovered Badge after construction project / contract completed \$100.00.

Certifying Official:

- Each company / agency must assign at least “TWO” individuals (maximum of three per Company) to become a Certifying Official.
- Certifying Official **MUST** complete the online Training in order to represent JAA Cecil Airport as a Certifying Official.
- The Certifying Official being Badged must have the other Certifying Official sign for them. “NO” one can sign for them self.
- The Certifying Official is the only one who can approve and submit the Badge Application.
- The Certifying Official will be the approving person to schedule their individuals for the appropriate training.
- The Certifying Official is responsible for ensuring “**ALL**” Badges are returned to Cecil Airport Operations.
- If the Certifying Official is **NOT** Badged, the company can utilize **ONE** Certifying Official to get the other Badged.



Cecil
Cecil Airport



Cecil
Cecil Spaceport

Cecil Airport Badging Office
13365 Simpson Way
Jacksonville, FL 32221
Phone: 904-573-1610

Application Type

NEW RENEW

One Form of ID is required:
State-issued ID or Driver's License with the applicant's photo

Applicant Information

Last Name	First Name			Middle Name	
Primary Phone #	Secondary Phone #		State/Country of Birth		
Home Street Address					
City		State		Zip Code	
Applicant's Email Address	Sex	Height	Weight	Eye Color	Hair Color
Driver's License #	State of Issue			License Expiration	
<p>Have you ever been convicted, entered a plea of "nolo-contendere" (no contest), or had adjudication withheld for any felony, misdemeanor, infraction, or any violation of any law?</p> <p>Yes No</p> <p>A conviction will not necessarily disqualify you from consideration for a badge. However, the Jacksonville Aviation Authority may not issue a badge if incorrect, incomplete, or false information is provided.</p>					

Company Information

Company Name			Company Phone #		
Badge Type					
ID Only	Non-Movement	Movement			
Firearm	Spaceport	Contractor			
<p>By my signature, I certify that I have read, understand, and agree with the foregoing and that all the information provided is true and correct to the best of my knowledge. I also hereby acknowledge that a Cecil Airport ID badge is issued solely for access to Cecil Airport and may be revoked by the Airport without cause. I also understand that failure on my part to notify my employer or the Airport when my Cecil Airport ID becomes lost or stolen, or failure to return my Cecil Airport ID upon termination of employment, may result in arrest and prosecution, as appropriate.</p>					
Applicant Signature				Date	

Date of SSI Entry/Initials



Cecil
Cecil Airport



Cecil
Cecil Spaceport

Certifying Official Information

Name	Company
Company Phone Number	Email Address

As the Certifying official for the Company, to the extent permitted by Federal law, I hereby acknowledge responsibility for any FAA penalties which may be levied against the Jacksonville Aviation Authority which were caused by the failure of one of our employees to adhere to the Airport Security Plan. I also understand that I am responsible for (1) returning the Cecil Airport ID badge to the Cecil Airport Operations Office when no longer needed by this employee; (2) that this employee's record will remain on file with my company and will be maintained for 180 days after termination of the individual's access privileges; and (3) that upon the employee's termination, it is my company's responsibility to notify the Cecil Airport Operations Office within 24 hours of termination and return the badge to the Cecil Airport Operations Office. If the badge is not returned to the Cecil Airport Operations Office in the prescribed time, my company will pay the unrecoverable badge charge of \$100, if authorized by Federal law.

Certifying Official Signature	Date

JAA USE ONLY

JAA Representative Issuing Badge (Print Name)	JAA Representative Issuing Badge (Signature)
Date Issued	Expiration Date

Notes

APPENDIX 7
REQUIRED TITLE VI PROVISIONS FOR CONTRACTORS:

1. **Civil Rights – 49 USC § 47123:** Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor and sub-tier contractors from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2. **Nondiscrimination:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, the Contractor, for itself, subcontractors, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree not to participate directly or indirectly in discriminatory activity or any kind and that no person on the ground of race, color, or national origin, will be subjected to discrimination in the execution of this Agreement, including employment practices (see Appendix B of 49 CFR Part 21). With respect to the Agreement, in the event of breach of the above nondiscrimination covenant, the Authority will have the right to terminate the Agreement and to pursue should remedies against Contractor as may be permitted by applicable law.

3. **Title VI and Related Law Compliance:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, Contractor, for itself, subcontractors, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, including but not limited to:
 - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - i) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

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

6. Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its sub-Contractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

7. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to JAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

8. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-

discrimination provisions of this contract, JAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) Withholding payments to the Contractor under the contract until the Contractor complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in part.

- 9. Incorporation of Provisions:** The Contractor will: (i) include the above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto; and (ii) take action with respect to any subcontract or procurement as JAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request JAA to enter into any litigation to protect the interests of JAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 10. Veteran's Preference:** In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.