



# JAA SOLICITATION



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



**JAX**  
Jacksonville  
International  
Airport



**Cecil**  
Cecil Airport



**Herlong**  
Herlong Recreational Airport



**JAXEX**  
Jacksonville Executive Airport

## **REQUEST FOR PROPOSALS (RFP) No.: 21-12-31001**

*EXTERNAL AUDIT SERVICES*

*FOR THE JACKSONVILLE AVIATION AUTHORITY*

**Procurement Manager: LeNedda Edwards**

**Chief Legal Officer: Devin Reed**

**JAA Department of Procurement 14201 Pecan Park Road, Jacksonville, FL 32218  
Email: [lenennda.edwards@flyjacksonville.com](mailto:lenennda.edwards@flyjacksonville.com) (Phone) 904.741.2355**

**REQUEST FOR PROPOSALS**  
**Proposal Number: 21-12-31001**

**EXTERNAL AUDIT SERVICES**  
**for the**  
**JACKSONVILLE AVIATION AUTHORITY**

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 submission process which, as described herein, will be used for this solicitation.

A **Pre-Proposal Meeting** will be held at **11:30 AM (local time), on Tuesday, March 2, 2021** via Tele Conference.

- Join by phone toll free call: **(408) 418-9388**
- Access Code: **132 030 0166#**

Questions regarding this proposal must be received by **5:00 PM (local time) on Wednesday, March 10, 2021**, for consideration.

JAA will receive proposals electronically via [www.demandStar.com](http://www.demandStar.com) until **2:00 PM (local time) on Thursday, March 25, 2021**

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

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

For information on how to navigate DemandStar, please see **Exhibit “F”**.

All proposals must be submitted in accordance with Proposal Number 21-12-31001, which may be obtained on Friday, February 19, 2021 from [www.flyjacksonville.com](http://www.flyjacksonville.com) (click on “Bid Opportunities”) or [www.demandStar.com](http://www.demandStar.com)

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 related 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

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

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

### **SUBMISSION OF PROPOSALS**

JAA will receive Proposals electronically via Demandstar.com until 2:00 PM (local time) on Thursday, March 25, 2021. Proposals must be uploaded into Demandstar.com E-Bidding System prior to **2:00 PM on Thursday, March 25, 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 parts of proposals, including exhibits, are subject to the Public Records Law, and a Respondent may not exclude any portion of the Proposal unless specifically exempted from disclosure by Florida Law. Exemption of financial statements applies only to required submittal for pre-qualification of Respondents on public works projects.

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

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

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

Notwithstanding the above statement and/or requirement regarding public records, requests for or access to public records within JAA's possession may be made or obtained by contacting JAA at (904) 741-3672. 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.

## ARTICLE I – INSTRUCTIONS TO RESPONDENTS

### 1.01 RECEIPT AND OPENING OF PROPOSALS

JAA will receive Proposals for this solicitation until 2:00 PM (local time) on Thursday, March 25, 2021 for the purpose of selecting a company to provide External Audit Services (the “Scope of Services”). The Proposals will be publicly opened via Tele-Conference. Join by **phone call 1-(408) 418-9388, access code: 132 731 4796#**. Please email [enedda.edwards@flyjacksonville.com](mailto:enedda.edwards@flyjacksonville.com) if you need assistance.

### 1.02 DELIVERY OF PROPOSALS

Proposals will be received electronically via [www.demandstar.com](http://www.demandstar.com)

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

For information on how to navigate DemandStar.com, please see **Exhibit “F”**

All Proposals must be submitted in accordance with **RFP No. 21-12-31001**, which may be obtained on Friday, February 19, 2021 from [www.flyjacksonville.com](http://www.flyjacksonville.com) (click on “Bid Opportunities”) or [www.demandstar.com](http://www.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 Proposal 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 RFP does not commit JAA to pay costs or expenses.

### 1.03 CONTRACT DOCUMENTS

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

### 1.04 EXAMINATION OF CONTRACT DOCUMENTS

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

### 1.05 OBLIGATION OF RESPONDENTS

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

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

### 1.06 ADDENDA – CHANGES WHILE PROPOSING

No interpretation of the meaning of any part of the RFP or other Contract Documents, or corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Respondent orally. All requests for written interpretations or corrections MUST be submitted in writing and addressed to JAA's Procurement Department, Attn: LeNedda Edwards. Requests **MUST** be transmitted via email to [lenenadda.edwards@flyjacksonville.com](mailto:lenenadda.edwards@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 Wednesday, March 10, 2021 in order to be given any consideration.** All such interpretations and supplemental instructions will be in the form of a written Addendum to these solicitation documents, which, if issued, will be posted on the JAA website, [www.flyjacksonville.com](http://www.flyjacksonville.com) and [www.demandstar.com](http://www.demandstar.com). However, it is the responsibility of each Respondent, before submitting its Proposal, to contact JAA's Procurement Department at (904) 741-2355 to find out if any Addenda were issued and to make such Addenda a part of its Proposal. In case any Respondent fails to acknowledge receipt of any such Addenda in the space provided on the Proposal Form, its Proposal will nevertheless be construed as though Addenda has been received and acknowledged. Only the interpretation or correction so given by JAA's Procurement Department in writing will be binding and prospective Respondents are advised that no other source is authorized to give information concerning or to explain or interpret these solicitation Documents.

#### **1.07 PREPARATION OF PROPOSAL**

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

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

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

#### **1.08 WITHDRAWAL OF PROPOSAL**

Any Proposal may be withdrawn by written request of the Respondent until the date and time established herein for the opening of the Proposals. Any Proposal not so withdrawn will, upon opening, constitute an irrevocable offer for 90 days to furnish the services contemplated herein. JAA action on Proposals normally will be taken within 60 days after Proposal opening; however, no guarantee or representation is made as to the time between the Proposal opening and the subsequent JAA decisions and/or action regarding an award. To the extent the negotiation and/or award process does not result in an executed contract with the top-ranked Respondent, JAA reserves the right to: (i) initiate the same with the next ranked Respondents until such time as an executed contract results; or (ii) otherwise proceed as permitted pursuant to its Procurement Code.

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

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

the qualifications of Respondents for this Project, each Respondent **must acknowledge on company letterhead and provide written documentation that it meets the following Mandatory Minimum Qualifications:**

- A. Firm years of experience performing government audits
- B. Number of current government audit clients
- C. Staff / technician years of experience
- D. Certifications / licenses required to perform scope of services

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

In considering the responsibility of the Respondents, JAA will examine each timely received proposal against the factors listed below. Respondents must address each factor specifically in their Proposal. JAA reserves the right to reject any and all Proposals, in whole or in part, and to waive any minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent.

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

- A. Experience of firm with Governmental Audits (Maximum 30 points)
- B. Previous experience with audits of Airport or Aviation Authorities (Maximum 30 points)
- C. Experience and strength of the proposed audit team (Maximum 20 points)
- D. Proposed price (Maximum 20 points)
- E. References (Maximum 5 points)

**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](mailto:PROCUREMENT-BIDS@FLYJACKSONVILLE.COM) WITH THE RFP NO. 21-12-31001 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.

#### **C. Presentations, Optional (Maximum 10 Points)**

After the firms have been evaluated based on their written submittals, Respondent may be more closely considered through a presentation of their approach to perform this particular project. JAA reserves the right to short list the number of Respondents to participate in the presentations at its sole discretion, prior to the final selection. 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.



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

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

#### **1.11 DISQUALIFICATIONS OF RESPONDENTS**

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

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

#### **1.12 REJECTIONS OF IRREGULAR PROPOSALS**

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

#### **1.13 CONFLICT OF INTEREST CERTIFICATE**

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

#### **1.14 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.



### **1.15 PRE-PROPOSAL MEETING**

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 method which, as described herein, will be used for this solicitation.

A **Pre-Proposal Meeting** will be held at **11:30 AM (local time), Tuesday, March 2, 2021** via Tele Conference.

- Join by phone call: **(408) 418-9388**
- Access Code: **132 030 0166#**

Please email [lenedda.edwards@flyjacksonville.com](mailto:lenedda.edwards@flyjacksonville.com) if you need assistance.

### **1.16 LOCAL PREFERENCE PROGRAM**

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

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

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

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

### **1.17 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 highly encouraged. For more information, please contact **Meghan Miles** at [meghan.miles@flyjacksonville.com](mailto:meghan.miles@flyjacksonville.com) or call 904.741.3861.

### **1.18 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.

### **1.19 EVALUATION AND AWARD**

JAA reserves the right to accept or reject any or all Proposals in whole or in part. JAA will be under no obligation or duty to award the resulting Contract to the lowest proposed price and JAA reserves the right to award the

resulting Contract to the lowest responsible Respondent submitting a responsive proposal which is most advantageous and in the best interests of JAA. The JAA CEO has final approval authority for any resulting Contract.

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

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; or
- (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.**

#### **1.20 PUBLIC MEETING REQUIREMENTS**

JAA is required to comply with Section 286.011 of the Florida Statutes. Therefore certain types of staff meetings and meetings of JAA Awards Committee or JAA Board are required to be held in public, with sufficient notice made of the date and time of the meeting. All notices of public meetings are posted at the JAA Administration Building, 14201 Pecan Park Road, 1<sup>st</sup> Floor, Jacksonville, FL 32218 or <http://www.flyjacksonville.com/Pmeetings2015.aspx>

#### **1.21 PROTEST PROCEDURES**

Any Respondent adversely affected during this RFP 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, 2<sup>nd</sup> Floor, Jacksonville, FL 32218. A proper notice of protest may be timely filed in writing pursuant to JAA's Protest Procedures, 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.**

#### **1.22 EXECUTION OF THE AGREEMENT**

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

## ARTICLE II – GENERAL CONDITIONS

### 2.01 DEFINITIONS

**AOA** – Airport Operations Area

**AUTHORITY** – Jacksonville Aviation Authority

**CECIL** – Cecil Airport

**CONTRACT** – The Contract consists of the document labeled “Specifications for External Audit Services, RFP Number 21-12-31001 Respondent’s Proposal; and any Addenda issued prior to and any Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

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

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

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

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

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

**DBE** – Disadvantage Business Enterprise.

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

**FAA** – Federal Aviation Administration.

**HERLONG** – Herlong Recreational Airport

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

**JAA** – Jacksonville Aviation Authority

**JAX** – Jacksonville International Airport

**JAXEX** – Jacksonville Executive at Craig Airport

**JSEB** – Jacksonville Small Emerging Business

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

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

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

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

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

**SBE** – Small Business Enterprise.

**TSA** – Transportation Security Administration.

## **2.02 SCOPE OF SERVICES AND CHANGES IN SERVICES**

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

## **2.03 RESULTING CONTRACT TERM**

The resulting Contract term will be for an initial three-year term, with an option to renew for up to two additional years at the sole discretion of JAA. 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.

## **2.04 INDEMNIFICATION**

Any Contract resulting from the RFP will include the following provisions:

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

## **2.05 INSURANCE**

Respondent agrees to maintain, 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.

**Worker's Compensation Insurance & Employers Liability.** Respondent shall maintain Worker's Compensation Insurance & Employer Liability in accordance with Chapter 440, Florida Statutes, as now or hereafter amended. Coverage shall be provided on a primary basis.

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

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

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

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

**Umbrella or Excess Liability:** Respondent may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. RESPONDENT agrees to endorse JAA as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure "True Follow-Form" basis.

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

## **2.06 RESPONSIBILITIES OF THE RESPONDENT**

- A. A mandatory post award conference will be scheduled after the Contract is awarded which is normally held within 10 business days after contract award.
- B. The Respondent will begin the services as described in the Contract upon issuance of a written Notice to Proceed by JAA.
- C. The Respondent is responsible for the professional services, technical accuracy, and timely completion of the work to be done, and for compliance with all terms and conditions of the Contract.

- D. The Respondent will remain liable for all damages to, or incurred by, JAA caused by the Respondent's negligent performance of any of the services furnished under this Contract.
- E. The Respondent represents that it is an independent Respondent and not an employee of JAA, nor are any of Respondent's employees performing services in furtherance of this Contract to be considered employees of JAA. The Respondent is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Respondent will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Respondent.
- F. The Respondent will designate in writing a qualified person(s) to act as its representative. The Respondent's Representative(s) will have authority to act for the Respondent in all matters covered by this Contract. The Respondent's Representative(s) will be authorized to submit written estimates and any changes to these estimates, make joint inspections with JAA Inspector at time designated by JAA and will be available to meet with JAA during the working hours of JAA and to answer questions for JAA Inspector and JAA Contracting Officer.
- G. The Respondent will comply with all provision of the Contract and will not commence any additional work without submitting a written estimate of charges to the designated JAA Inspector. All charges over this estimate must be pre-approved in writing by JAA Inspector, or payment will only be made for only the original estimated amount.
- I. If applicable, all employees/subcontractors/independent operators of the Respondent assigned to Jacksonville International Airport (JAX) must obtain a JAA Security Badge, at the sole expense of the Respondent. The Respondent will have the sole responsibility of complying with FAA guidelines, including but not limited to, requiring a 10 year employment history and background check, issuance and wearing of security badges. Any fines incurred by JAA for violations of any FAA regulations by Respondent employees will be charged to the Respondent, and if not promptly paid by the Respondent may result in termination of the Contract. See **Exhibit G** for JAA form "Certification Official Training," which contains details on the issuance, replacement, wearing of security badges, as well as listing the disqualifying crimes for which an employee of the Respondent may not be issued a security badge. Any employee of the Respondent found by JAA to have been issued a security badge in violation of FAA guidelines will be required to immediately surrender their badge and be removed from JAA property.
- J. All personnel employed by the Respondent will be competent, trustworthy and properly trained. The Respondent and its employees will be required to comply with all the applicable regulations of JAA. JAA will require the Respondent to remove from JAA property all employees deemed careless, incompetent, or otherwise objectionable and/or detrimental to JAA interests. All personnel assigned to JAA must understand and clearly speak English.

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

- K. In addition to all JAA security rules and regulations, which will be provided to the Respondent at the post award conference, the Respondent will inform their employees, and ensure their compliance with the following:
- (1) No illegal guns, knives or other weapons are allowed on JAA premises.
  - (2) No drugs or other prohibited substances, including alcohol, are allowed on JAA premises.
  - (3) All building regulations concerning smoking.

- L. The Respondent is responsible for the repair or replacement cost of any damage to JAA property. Failure to report the same within the specified time may be cause for termination of this Contract. The Respondent is responsible for reporting, in writing, within twenty-four (24) hours the occurrence of damage to property of JAA or its tenants. Failure to report the same within the specified time may be cause for termination of this Contract.
- M. The Respondents/Subcontractors/Independent Operators employees will not be assisted or accompanied by non-employees during the performance of the Scope of Services.
- N. The Respondent will furnish all equipment and supplies necessary to perform the services of the Contract.
- O. The Respondent is liable for any expense incurred as a consequence of any traffic infraction or parking violations attributable to employees of the Respondent.
- P. The Respondent agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on JAA property at the sole discretion of JAA. This is for the protection of users of the Airport.

## **2.07 WARRANTY – MINIMUM REQUIREMENTS**

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

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

## **2.08 RESPONSIBILITIES OF THE JAA**

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

## **2.09 COMPENSATION**

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

## **2.10 ACH PAYMENT PARTICIPATION ACKNOWLEDGEMENT**

JAA is endeavoring to process its accounts payable transactions even more efficiently through the Automated Clearing House (ACH) payment method. Submitting a quote in response to this solicitation shall represent an acknowledgement that, as a condition precedent to Respondent receiving an award in this matter and receiving payments thereunder, Respondent will complete and return JAA's ACH Authorization Form, a draft copy of which is attached hereto as **Exhibit H**. 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.

**2.11 PERMITS AND LICENSES**

Work permits and licenses necessary to carry out the services will be secured and paid for by the Respondent and remain in effect throughout the duration of the Contract.

**2.12 JAA'S RIGHT TO TERMINATE THE RESULTING CONTRACT**

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

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

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

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

The Contract is always subject to availability of budgeted funds.

**2.13 ASSIGNMENT**

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

**2.14 SUBCONTRACTORS**

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

**2.15 PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS**

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

## **2.16 SAFETY STANDARDS**

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

## **2.17 CHANGES IN PERSONNEL**

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

## **2.18 NO INDIVIDUAL LIABILITY**

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

## **2.19 ARTICLE/SECTION HEADING**

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

## **2.20 ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of the Contract, the provisions of JAA's RFP Number 21-12-31001 and Respondent's Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) the Contract; 2) JAA's RFP Number 21-12-31001, 3) Respondent's Proposal, and 4) the Purchase Order.

## **2.21 GOVERNING LAW AND VENUE**

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

## **2.22 NONWAIVER**

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

**2.23 ENTIRE AGREEMENT**

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

**2.24 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 RFP will become the property of JAA and will not be returned to the Respondents. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of JAA.

**2.25 TIME REQUIREMENT**

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

**2.26 DAMAGES**

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

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## ARTICLE III – SCOPE OF SERVICES

### 3.01 GENERAL OVERVIEW

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

As the owner and operator, JAA seeks an independent certified public accounting firm, licensed in the State of Florida, to provide external independent auditing services. The Authority intends for the awarded firm to express an opinion on the fairness with which financial statements present the Authority's financial position, results of operations and changes in cash flows in conformity with generally accepted governmental accounting principals and to determine whether operations were conducted in accordance with legal and regulatory requirements.

All audits are to be performed in accordance with the following:

- A. Generally Accepted Auditing Standards
- B. Government Auditing Standards
- C. The Single Audit Act, as amended
- D. OMB Circular A-133
- E. Passenger Facility Charge Audit Guide for Public Agencies
- F. The Rules of the Auditor General of the State of Florida
- G. Florida Single Audit Act
- H. Federal and Florida Statutes, as applicable

A copy of the Authority's Annual Financial Report for the years ended September 30, 2019, management letter for Fiscal Year 2019 and other reports required by the Single Audit Act are located on the Authority's website [[www.flyjax.com](http://www.flyjax.com) > About Us>About JAA > Financials > 2019 Comprehensive Annual Financial Report].

### 3.02 SCOPE OF SERVICES

The Respondent shall be required to provide External Auditing Services, including but not limited to the following:

1. **Annual Examination.** The Respondent shall provide independent auditing services to the Authority to examine the financial statements, beginning with the fiscal year ending September 30, 2021. The annual examination shall include, but not be limited to the following:
  - A. **Financial Audit.** The primary purpose of this audit is to express an opinion on the financial statements of the Authority. The audit procedures used should be sufficient to enable the Respondent to express an opinion on the fairness with which the financial statements present the financial position of the Authority and the result of its operations and cash flows of its proprietary fund types in accordance with generally accepted accounting principles. In addition, such procedures should be adequate to determine whether the operations of the Authority were properly conducted in accordance with legal and regulatory requirements, including Florida Statutes, Federal laws and Authority policies and procedures.
  - B. **Review of Internal Controls.** An evaluation is to be made of the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate information, to ensure compliance with the law and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the Respondent is to perform tests of controls and properly document its assessment. Reportable conditions shall be communicated in writing in accordance with generally accepted accounting standards.

C. **Management Letter.** A Management Letter will be issued that will contain significant audit findings that, among other matters, may include the following material items during the performance of the audit:

1. Whether errors or irregularities reported in the preceding audit report have been corrected;
2. Whether recommendations made in the preceding audit report have been implemented;
3. If applicable, any errors or irregularities reported by or any recommendations made by the State of Florida Office of the Auditor General concerning the preceding fiscal year have been corrected or implemented;
4. Violation of the laws, rules and regulations discovered within the scope of the audit;
5. Illegal expenditures discovered within the scope of the audit;
6. Improper or inadequate accounting procedures;
7. Failure to properly record financial transactions;
8. Other inaccuracies, irregularities, shortages or defalcations, if any, discovered by the firm; and
9. Recommendations to improve management, accounting procedures and internal controls and to increase efficiency.

2. **Single Audit.** An audit of federal and state grants shall be performed, as defined by Governmental Auditing Standards issued by the Comptroller General of the United States, Compliance Supplement for Single Audits of State and Local Governments, the Single Audit Act Amendment of 1996 (PL104-156) and Circular A-133 and Section 29 of Chapter 29 of Chapter 91-09, Laws of Florida.

3. **Attendance at Meetings.** At a minimum, the party in charge of the audit(s) and/or the audit manager or supervisor must be available to attend a JAA Board of Directors and Audit and Finance Committee meetings for discussion of the final annual examination.

4. **Remote Work.** JAA will consider the option of an all-remote audit plan. The audit of our 2020 fiscal year was performed using a remote work environment. We will consider firms that do not have a local presence and can perform the work remotely. We will require however, physical attendance at the JAA Board meeting at the conclusion of the audit.

5. **Other Reports.** The selected Respondent shall provide the following reports:

- A. Debt Covenant Compliance Report;
- B. No default letter as may be required under certain of Authority's bond agreements.

6. **Additional Services.** If during the contractual period, additional services are needed, the Respondent may, at the option of the Authority, be engaged to perform these services. The Respondent shall, upon receipt of a written request from the JAA Executive Director/CEO or authorized designee, perform such additional services. Such services, if offered by the Respondent, may include, but not be limited to the following:

- A. Tax consulting services;
- B. Actuarial consulting services;
- C. Assistance in the preparation of or performance of extended audit procedures;

- D. Assistance in the preparation of or performance of procedures required by bond counsel in connection with the issuance of Office Statements; and
- E. Initial risk assessment of Authority Operations.

All additional work will be documented by engagement memorandums to be approved in advance by the JAA CEO or authorized designee. The fee for additional services shall be separately negotiated at the time of the engagement for a not-to-exceed amount.

7. **Other Considerations.** The services may include, but are not limited to the following:

- A. The Authority may prepare and send its comprehensive annual financial report to the Government Finance Officers Association for review in its Certificate Achievement for Excellence in Financial reporting program.
- B. The Authority may issue one or more official statements in connection with the sale of debt securities, which will contain the general-purpose financial statements and the auditor's report thereon. The auditor may be required to issue a "consent and/or comfort letter(s)".
- C. The schedule of federal financial assistance, state financial assistance and passenger facility charges, related auditor's report as well as the reports on the internal control structure and compliance are not to be included in the comprehensive annual financial report, but are to be issued separately.

8. **Time Requirements.** The schedule for the Fiscal Year 2021 is as follows:

- A. Commencement of the Audit. The Authority will have all records for the audit, as well as all appropriate personnel, available to meet with the audit team of the successful Respondent upon acceptance of the proposal and award of the contract.
- B. Detailed Audit Plan. A detailed audit plan will be provided by the Authority covering interim and year-end audit procedures for the fiscal year ending September 30, 2021 by August 1, 2021.
- C. Commencement of Year-End Work. The Authority will have all records ready for audit as of November 15, 2021.
- D. Fieldwork. The auditor will complete all fieldwork and recommend all audit adjustments for the fiscal year ending September 30, 2021 by January 12, 2022.
- E. Final Report. Final year end audit and single audit will be submitted to the Authority no later than March 4, 2022. This deadline is necessary so that the final year end audit can be presented to the JAA Board of Directors at the March 2022 board meeting. The contract may contain penalty provisions for failure to meet the final report deadline.

9. **Invoicing for Work/Progress Billing.** In consideration of the size of the fees to be generated and the probable length of the audit engagement for each fiscal year, progress billing will be permitted on a percentage of completion basis. To determine progress, the Respondent will prepare, as part of the audit plan, an estimate of total hours required to complete the engagement. Progress will be determined by comparing the hours incurred to date to the estimated total hours for the engagement. A listing of hours incurred will accompany the invoice in support of this calculation. Progress billings may be rendered monthly during the course of the engagement; progress payments shall not exceed 70% of the annual fee. The final payment will be paid upon resolution of any open issues or delivery of any remaining items and acceptance of final audit reports, opinion letters and management letters.

10. **Working Papers.** The Respondent will retain all working papers for a period of five (5) years, at the Respondent's expense, unless the firm is notified in writing by the Authority of the need to extend the

retention period. Working papers will be available for examination or duplication without charge to authorized Authority personnel as well as representatives of the Federal Audit Agency, the General Accounting Office, the State of Florida Auditor General, etc. Papers will be made available for examination or duplication at a reasonable charge to subsequent auditors engaged by the Authority.

### **3.03 CONTRACT**

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

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

### **3.04 PERFORMANCE MEETINGS**

The Respondent is required to attend periodic performance meetings that will be held at a time and place to be designated by JAA. The intention of this meeting is to provide a forum for JAA and the Respondent to identify areas of concern so they can be resolved in a timely manner. JAA may elect to switch to monthly meeting during the term of the contract period.

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## ARTICLE IV – PROPOSAL FORM

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

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### CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED

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

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

#### A. MANDATORY RESPONDENT CRITERIA

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

1. Firm years of experience performing government audits
2. Number of current government audit clients
3. Staff / technician years of experience
4. Certifications / licenses required to perform scope of services

#### B. Submit documentation that firm is license to provide audit services in the State of Florida.

#### C. Experience of firm with Governmental Audits (Maximum 30 points)

1. Submit a concise description of the firm's state, national and global structure.
2. Submit a concise narrative on the firm's technical consultation process, including overview of firm's consultation resources (local, state and national).
3. Submit a list and provide a concise narrative explaining any situation(s) in the last five (5) years in which firm has been discharged for cause as an independent auditor.
4. Submit a concise narrative on the firm's public sector experience.
5. Submit a concise narrative on the firm's ability to furnish required services. Include assessment of ability of Respondent to devote necessary human resources and management attention to perform the scope of services within the stated timelines.
6. Submit three (3) references from customers with similar type audits. The references should be submitted on the Reference Questionnaire, **Exhibit C**.

THE RESPONDENT SHOULD SEND THE REFERENCE QUESTIONNAIRE FORM TO THREE REFERENCES. THE REFERENCE FORM SHOULD BE E-MAILED DIRECTLY TO [PROCUREMENT-BIDS@FLYJACKSONVILLE.COM](mailto:PROCUREMENT-BIDS@FLYJACKSONVILLE.COM) WITH THE RFP NO.21-12-31001 IN THE SUBJECT LINE.

JAA WILL ACCEPT THE REFERENCE FORM **ONLY** FROM THE INDIVIDUAL COMPLETING THE REFERENCE QUESTIONNAIRE.

## ARTICLE V – PROPOSAL FORM

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

(Page 2 of 5)

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. 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.

D. Experience with audits of Airport or Aviation Authorities (Maximum 30 points)

1. Submit three (3) aviation authorities or airports that are part of a public department or organization recently audited by the Respondent, providing details of services provided, length of engagement (one-time, continuing, current, etc.) name key employees involved in rendering said services, name principals/managers, provide contact person name, address, email and telephone number, provide time between commencing the audits and delivery of the management letter, final audit report and single audit.
2. Submit a list and provide a concise narrative of the firm's experience on projects involving airports, including but not limited to grants, PFC's, etc.

E. Experience and strength of the proposed audit team (Maximum 20 points)

1. Submit a list and provide a concise narrative of key employees, including their educational background, years with the firm, position/title within the firm, job responsibilities, professional memberships/designations and areas of expertise.
2. Submit and organizations structure for key employees indicating audit partner/principal, audit managers, etc. Indicate their responsibilities as relating to the Authority's scope of services.
3. Submit a concise narrative of key employee's experience that is current, relevant and closely related to the scope of services defined in this RFP.

F. Proposed price (Maximum 20 points)

Submit an assessment of the compensation required to complete the annual year end audit and the annual single audit. The assessment of compensation should be provided in number of hours and hourly rate. **Fee points will be awarded on the initial three-year term for the annual year end audit and the annual single audit. JAA reserves the right to consider other rates and fees provided in response to this solicitation.**

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**ARTICLE V – PROPOSAL FORM**

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

(Page 3 of 5)

**1. INITIAL TERM – YEAR ONE**

Positions:                      Hourly Rate                      Estimated Number of Hours

Project Manager:            \$ \_\_\_\_\_                      \_\_\_\_\_

Other Staff (Submit Titles)

\_\_\_\_\_                      \$ \_\_\_\_\_                      \_\_\_\_\_

\_\_\_\_\_                      \$ \_\_\_\_\_                      \_\_\_\_\_

\_\_\_\_\_                      \$ \_\_\_\_\_                      \_\_\_\_\_

**Total Fee: Annual Year End Audit and Annual Single Audit: \$ \_\_\_\_\_**

**2. INITIAL TERM – YEAR TWO**

Positions:                      Hourly Rate                      Estimated Number of Hours

Project Manager:            \$ \_\_\_\_\_                      \_\_\_\_\_

Other Staff (Submit Titles)

\_\_\_\_\_                      \$ \_\_\_\_\_                      \_\_\_\_\_

\_\_\_\_\_                      \$ \_\_\_\_\_                      \_\_\_\_\_

\_\_\_\_\_                      \$ \_\_\_\_\_                      \_\_\_\_\_

**Total Fee: Annual Year End Audit and Annual Single Audit: \$ \_\_\_\_\_**

**3. INITIAL TERM – YEAR THREE**

Positions:                      Hourly Rate                      Estimated Number of Hours

Project Manager:            \$ \_\_\_\_\_                      \_\_\_\_\_

Other Staff (Submit Titles)

\_\_\_\_\_                      \$ \_\_\_\_\_                      \_\_\_\_\_

\_\_\_\_\_                      \$ \_\_\_\_\_                      \_\_\_\_\_

\_\_\_\_\_                      \$ \_\_\_\_\_                      \_\_\_\_\_

**Total Fee: Annual Year End Audit and Annual Single Audit: \$ \_\_\_\_\_**

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

ARTICLE V – PROPOSAL FORM

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

(Page 4 of 5)

4. RENEWAL OPTION #1 – YEAR FOUR

<u>Positions:</u>	<u>Hourly Rate</u>	<u>Estimated Number of Hours</u>
Project Manager:	\$ _____	_____
Other Staff ( <i>Submit Titles</i> )		
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

Total Fee: Annual Year End Audit and Annual Single Audit: \$ \_\_\_\_\_

5. RENEWAL OPTION #2 – YEAR FIVE

<u>Positions:</u>	<u>Hourly Rate</u>	<u>Estimated Number of Hours</u>
Project Manager:	\$ _____	_____
Other Staff ( <i>Submit Titles</i> )		
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

Total Fee: Annual Year End Audit and Annual Single Audit: \$ \_\_\_\_\_

G. Conflict of Interest Certificate (**Exhibit A**)

H. Include SBE/DBE Forms, if applicable

I. Addendum Acknowledgement, if applicable

Acknowledgment of the following Addenda is hereby made:

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

J. Drug-Free Workplace Program Certification:

a. \_\_\_\_\_ Yes, we have a Drug-Free Workplace Program

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

K. Acknowledgement of Warranty Acceptance is hereby made: Respondent's Initial: \_\_\_\_\_

**ARTICLE V – PROPOSAL FORM**

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

(Page 5 of 5)

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

Respondent's Initial: \_\_\_\_\_

M. Acknowledgement of ACH Payment acceptance is hereby made:

Respondent's Initial: \_\_\_\_\_

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

Respondent's Initial: \_\_\_\_\_

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

Respondent's Initial: \_\_\_\_\_

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

P. Proposer Certification and Signature:

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

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

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

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

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

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

Respondent is a:  Corporation  Partnership  Individual

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

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

\_\_\_\_\_

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

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

**NO PROPOSAL FORM**

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

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

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

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

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

Comments: \_\_\_\_\_  
\_\_\_\_\_

Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

# EXHIBIT A

## CONFLICT OF INTEREST CERTIFICATE

Proposer 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 the 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

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

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

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

Position/Relationship with Proposer: \_\_\_\_\_



# EXHIBIT B

## CONTRACT BETWEEN JACKSONVILLE AVIATION AUTHORITY AND X

**THIS CONTRACT**, is executed this X day of X, 2021, by and between JACKSONVILLE AVIATION AUTHORITY, (JAA or AUTHORITY), and X (HEREINAFTER CALLED THE “CONTRACTOR”) with its principal office located at X.

### WITNESSETH

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

1. JAA issued a Request for Proposal (RFP) No. 21-12-31001 in order to procure a firm licensed, qualified and interested in providing External Audit Services.
2. Contractor submitted its bid to JAA representing that it is capable of providing the necessary services as required by the RFP.
3. In reliance upon Contractor’s representations, JAA selected Contractor as the most qualified to provide the requested service.
4. JAA hereby engages Contractor to perform the services as set forth in the Scope of Services. The services shall be done strictly in accordance with this Contract, the RFP, and all addendums to the RFP (incorporated by reference) and Company’s proposal (incorporated by reference), (collectively, the “Contract Documents”), and, with respect to non-discriminatory laws, statutes and authorities, the Parties incorporate the attached **Appendix “A.”** All of the documents referenced herein are hereby specifically made a part hereof to the same extent as if fully set forth herein.
5. The term of this Contract shall commence on X, 2021, and terminate on X, 2024, with an

option to renew for up to two additional years at the sole discretion of JAA and based on vendor performance, annual approved budgeted funds and adherence to all terms and conditions of the Contract Documents. The parties hereto have agreed to contract amount(s) as follows:

CONTRACT TERM	CONTRACT AMOUNT

6. Contractor shall be compensated as set forth in the Contract Documents, which have been incorporated into and made a part of this Contract.
7. Nothing in this Contract shall be construed as making Contractor an employee, servant or agent of JAA. Contractor shall pursue the Scope of Services under this Contract as an independent contractor, and shall be solely responsible for the method, manner and means to be utilized in performing the Scope of Service, including but not limited to the supervision and compensation of its own personnel.
8. This Contract may be terminated for convenience by the Authority whenever the Authority determines that such termination is in the best interest of the Authority. Such termination will be affected by a thirty (30) day written notice to the Contractor stating the date upon which the termination shall become effective.
9. Unsatisfactory performance by the Contractor may result in immediate cancellation of this Contract.

10. Termination of this Contract in accordance with its agreed termination provisions will not give rise to any claims of improper termination, termination in bad faith, or the like or to the payment of any compensation, recoupment of expenditures made by Contractor pursuant to this Agreement, or the like predicted in such termination. This Contract is always subject to availability of budgeted funds.

11. The Authority may give the Contractor written notice that there is a material breach of the contract or a written notice to discontinue some or all services under the Contract in the event that:

- a) The Contractor assigns or subcontracts the Scope of Services without prior written permission;
- b) Any petition is filed, or any proceeding is commenced by or against the Contractor for relief under any bankruptcy or insolvency laws;
- c) A receiver is appointed for the Contractor's properties or the Contractor commits any act of insolvency (however evidenced);
- d) The Contractor makes an assignment for the benefit of creditors;
- e) The Contractor suspends the operation of a substantial portion of its business;
- f) The Contractor suspends the whole or any part of the Scope of Services to the extent that it impacts the Contractor's ability to meet the Scope of Services schedule, or the Contractor abandons the whole or any part of the Scope of Services;
- g) The Contractor, at any time, violates any of the conditions or provisions of the Contract Documents, or fails to perform as specified in the Contract Documents, or is not complying with the Contract Documents;
- h) The Contractor attempts to willfully impose upon the Authority items or workmanship

- that are in the Authority's sole opinion, defective or of unacceptable quality;
- i) The Contractor breaches any of the representations or warranties;
- j) The Contractor is determined, in the Authority's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to the Authority;
- k) There is any material change in the financial or business condition of the Contractor.

12. Neither party will be liable for failure or delay performing obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of either party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of force majeure must be given to the other party no later than 10 business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. JAA may elect to terminate or suspend the Agreement or consider all delivery dates under this Agreement affected by force majeure tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist, subject to the availability of funds.

13. This Contract constitutes the entire agreement between the parties hereto for the Scope of Services to be performed and furnished by the Contractor hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct made by either party, or any representative of either party, which is not expressed herein shall be

binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

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

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

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

For the Authority:	Jacksonville Aviation Authority 14201 Pecan Park Road Jacksonville, Florida 32218 Attn: Devin Reed, Chief Legal Officer
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For the Contractor:	X
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**REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE LINES FOLLOW**

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

Attest:

JACKSONVILLE AVIATION AUTHORITY

\_\_\_\_\_  
LeNedda Edwards  
Procurement Manager

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

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

Attest:

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Approved as to form for the  
Use of the Jacksonville Aviation Authority.

\_\_\_\_\_  
Devin Reed, Chief Legal Officer

## APPENDIX A

### REQUIRED TITLE VI PROVISIONS FOR CONTRACTORS:

1. **Civil Rights – 49 USC § 47123:** Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor and sub tier contractors from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
  
2. **Nondiscrimination:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, the Contractor, for itself, subcontractors, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree not to participate directly or indirectly in discriminatory activity or any kind and that no person on the ground of race, color, or national origin, will be subjected to discrimination in the execution of this Agreement, including employment practices (see Appendix B of 49 CFR Part 21). With respect to the Agreement, in the event of breach of the above nondiscrimination covenant, the Authority will have the right to terminate the Agreement and to pursue should remedies against Contractor as may be permitted by applicable law.
  
3. **Title VI and Related Law Compliance:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, Contractor, for itself, subcontractors, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, including but not limited to:
  - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - b) 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - i) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

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

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

7. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and



Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to JAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

8. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, JAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) Withholding payments to the Contractor under the contract until the Contractor complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in part.
  
9. **Incorporation of Provisions:** The Contractor will: (i) include the above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto; and (ii) take action with respect to any subcontract or procurement as JAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request JAA to enter into any litigation to protect the interests of JAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
  
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.

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



# EXHIBIT “C”

## REFERENCE QUESTIONNAIRE RFP No. 21-12-31001

(Page 1 of 2)

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

Individual Completing Reference (Name): \_\_\_\_\_

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

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

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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?

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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?

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REFERENCE QUESTIONNAIRE  
RFP No. 21-12-31001

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](mailto:PROCUREMENT-BIDS@FLYJACKSONVILLE.COM) WITH THE RFP NO. 21-12-31001 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: \_\_\_\_\_

## EXHIBIT D

2019 COMPREHENSIVE ANNUAL FINANCIAL REPORT

(**Online At:** [www.flyjax.com](http://www.flyjax.com)>About Us>About JAA>Financials>2019 Comprehensive Annual Financial Report)



## EXHIBIT "E"

### Local Business Verification Form

**Normal Market Area (NMA): Baker, Clay, Duval, Flagler, Nassau, Putnam and St. Johns County**

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

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

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

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
(Affiant's Printed Name)

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

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

Notary seal

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

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

My Commission Expires: \_\_\_\_\_

# 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

Your email address here

Company Name

Your company name here

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

Next



## 2 CHOOSE YOUR FREE AGENCY

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

"**Jacksonville Aviation Authority**"

## 3 CHECK OUT

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

### ← Choose Your Free Agency

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

City of Metropolis  ✕

Narrow down your search by selecting a state and county.

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

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

My Subscriptions  [0]

**Nation (0)**

**States (0)**

**Counties (0)**

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

**Proceed to Checkout**

**Skip for Now**

**SIGN UP**

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



# Responding to an Electronic Bid

5 Step Instructions



# Step 1

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

- Click on the solicitation name

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

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

# Step 2

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

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

TESTBID Active

### Bid Details

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

### Scope of Work

Scope to Work

### Documents

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

### Distribution Info

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

### Publications


View Legal Ad

### Pre-Bid Conference

No Pre-Bid Conference Date Found

### Commodity Code

[001-946-00] FINANCIAL SERVICES

 [Submit E-Bid Proposal](#)

# Step 3

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

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

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

The screenshot shows the DEMANDSTAR web application interface. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Coming Soon! Activities', 'Coming Soon! Messages', and 'Responses'. The user is logged in as 'Robyn Galiardi'. The breadcrumb trail is 'Home > Bids > TESTBID > My Ebid Response'. The main content area is titled 'E-Bid Response' and is divided into two columns. The left column contains 'Bid Details' and 'E-Bid Progress'. The 'Bid Details' section lists: Agency Name (agency2.0), Bid Number (EBID-123456-0-2020/AD), Bid Due Date (02/29/2020 (PST)), Bid Opening (23 days, 04 hours, 23 minutes, 54 seconds Remaining), and Bid Name (TESTBID). The 'E-Bid Progress' section has three steps: 'Contact Information' (selected), 'Documents Upload', and 'Review Bid'. The right column contains the 'E-Bid Response' form. The 'Contact Information' section includes fields for Company Name (Calgon Carbon Corporation), Address 1 (P. O. Box 717), Address 2 (optional), City (Pittsburgh), Country (United States of Ame...), State/Province (Pennsylvania), County (Select...), Postal Code (15230-0717), Phone Number (4127876810), and Extension (optional). The 'Bid Amount' field contains '127,000' and is marked as 'Invalid'. The 'Alternate Bid Amount' field is optional. The 'Notes' field contains 'For the full 6 month contract' and is optional. A 'Next' button is at the bottom right.

# Step 4

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

**TIP:**

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

The screenshot displays the DEMANDSTAR web application interface for an E-Bid Response. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The user 'Robyn Gallardi' is logged in. The breadcrumb trail shows 'Home > Bids > TESTBID > My Ebid Response'. The main content area is titled 'E-Bid Response' and is divided into several sections:

- Bid Details:** Agency Name: agency2.0; Bid Number: EBID-123456-0-2020(AD); Bid Due Date: 02/29/2020 (PST); Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining; Bid Name: TESTBID.
- E-Bid Progress:** A vertical progress indicator with three steps: 'Contact Information' (completed), 'Documents Upload' (current step), and 'Review Bid' (pending).
- Required Documents:** A section with a heading 'Required Documents' and a sub-heading 'Agency Accepted File Formats'. Below the heading, it 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)'. The 'Agency Accepted File Formats' list includes: Adobe Acrobat (\*.PDF), AutoCAD Drawing (\*.DWG), AutoCAD Drawing Web Format (\*.DWF), GIF Image (\*.GIF), JPEG Image (\*.JPG), Microsoft Excel (\*.XLS), Microsoft Excel (\*.XLSX), Microsoft PowerPoint (\*.PPT), Microsoft Word (\*.DOC), Microsoft Word (\*.DOCK), Plain Text (\*.TXT), Plot file (\*.PLT), Rich Text Format (\*.RTF), TIFF Image (\*.TIF), WordPerfect (\*.WPD), and ZIP Compressed Archive (\*.ZIP).
- Document Upload Table:** A table with three columns: 'Required Document', 'Submission Option', and 'Uploaded Document'. One row is visible: 'Service Doc agency2.0' with a 'None' dropdown menu and a 'Choose a file' button.
- Supplemental Documents:** A section with the heading 'Supplemental Documents' and the text 'You can upload additional documents here.'. It features a text input field for 'Document Title' (placeholder: 'Document Title') and an 'Add Document' button.
- Navigation:** 'Previous' and 'Next' buttons are located at the bottom of the page.

# Step 4 continued

## TIP:

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

**E-Bid Response**

**Bid Details**

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

**E-Bid Progress**

- Contact Information
- Documents Upload
- Review Bid

**Agency Accepted File Formats**

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

**Required Documents**

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

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

**Supplemental Documents**

You can upload additional documents here.

Document Title:  Add Document

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

Previous Upload

# Step 5

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

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

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

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

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



## EXHIBIT G

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

# Certifying Official Training

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

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

## Access Control Office Requirements & Company Responsibilities

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

For questions regarding this process contact:

### **JIA Access Control Office**

Phone (904) 741-2016

Fax (904) 741-3727

### **Office Hours:**

Monday thru Thursday

7:00am-5:00pm

**Friday - CLOSED**

### **Schedule Appointments Online:**

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



# D R A F T

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

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

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

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

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

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

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

_____	_____	_____	_____
Name	Title	Signature	Phone #

_____	_____	_____	_____
Name	Title	Signature	Phone #

_____	_____	_____	_____
Name	Title	Signature	Phone #



## Acceptable Forms of ID for Application

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

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

# LIST OF DISQUALIFYING CRIMES

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



# ACCESS CONTROL OFFICE FEES

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

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

## Lost Badge Replacements:

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

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

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

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

Jacksonville International Airport  
Access Control Office

2400 Yankee Clipper Drive  
Jacksonville, Florida 32218

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



## BADGE RENEWAL PERMISSION / ADDRESS VERIFICATION FORM

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

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

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

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

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

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

### EMPLOYEE ADDRESS VERIFICATION

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

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

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

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

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

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

**D R A F T**

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

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

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

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

Sincerely,

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

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



# SIDA ESCORT AUTHORIZATION FORM

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

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

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

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

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

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

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



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

**Please Print:**

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

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

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

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

**To be completed by certifying official or applicable JAA Supervisor**

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

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

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Telephone Number**





**JAA**  
 Jacksonville  
 Aviation  
 Authority

**VEHICLE PLACARD/DECAL REQUEST FORM**

AOA

COMMON AREA

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

Driver's Name (s):  Phone:

Company:  SIDA Badge Expiration:

Year:  Make:  Model:  License Plate #:

Reason for Placard or Decal:

Requestor's Name:  Signature:   
 (Printed Name)

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

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

Authorized Name:  Signature:   
 (Printed Name)

Placard Holder:  Signature:   
 (Printed Name)

*Access Control Office Use Only*

Date Received:  Expiration Date:  Decal/Placard #:

Date Issued:  Notes:



## Certifying Official – Application Checklist

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



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

### ACH Authorization For Electronic Funds Transfer SUPPLIERS ONLY

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

This form is being completed due to:

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

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

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

Supplier Name: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Transit/ABA #: \_\_\_\_\_

Bank Account #: \_\_\_\_\_

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

Fed Tax ID#/SS#: \_\_\_\_\_

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

Authorized by Signature: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

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

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