

JACKSONVILLE AVIATION AUTHORITY

REQUEST FOR QUOTATION (RFQ) NUMBER: 1502

ICE MACHINE EQUIPMENT AND REPAIR SERVICES

Jacksonville Aviation Authority Procurement Department 14201 Pecan Park Road, 2nd Floor Jacksonville, FL 32218 Office: 904.741.2359

Assigned Buyer: Monica M. Frazier Procurement Director: Devin Reed

GENERAL OVERVIEW

It is the intent of the RFQ to secure the use and maintenance of three (3) ice maker machines for the Jacksonville International Airport (JIA). JAA reserves the right to add and/or delete machine(s) at its convenience any time during the term of the contract.

Quotes will be received until June 29, 2015 at 2:00pm (Local Time).

SCOPE OF WORK

- **Machine One** Located at Jacksonville Aviation Authority Administration Building at 14201 Pecan Park Road, Jacksonville, FL 32218. Ice maker specifications to be approximate 450lb with bin to accommodate ice, 115 volts.
- **Machine Two** Located at Jacksonville International Airport at 14110 Pecan Park Road, Jacksonville, FL 32218 (Field Maintenance/Motor Pool). Ice maker specifications to be approximate 600lb with bin to accommodate ice, 230 volts.
- **Machine Three** Located at Jacksonville International Airport at 2400 Yankee Clipper Road, Jacksonville, FL 32218 (Building Maintenance). Ice maker specifications to be approximate 600lb with bin to accommodate ice, 230 volts.
- All machines to include all labor, parts and maintenance on the machines for the term of the contract.

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.

If your business meets the requirement of Local Business or Local Respondent, you must submit the Local Preference Verification Form, **Exhibit B**. JAA's Local Preference Policy is attached for reference, **Exhibit C**.

SMALL BUSINESS ENTERPRISES (SBE) PARTICIPATION

JAA is committed to providing an opportunity for local small/disadvantaged/minority owned firms by promoting the development of small businesses within our normal market area. It is the policy of JAA to provide small businesses with identical information and an equitable opportunity to compete for business from JAA. This is an invitation for local small/disadvantaged/minority businesses to become involved in the total procurement of JAA sponsored projects, goods and services. JAA's local market area is defined as Duval, Clay, Baker, St. Johns or Nassau Counties, which market area is specific to this section only and should not be confused with the Normal Market Area designated for participation in JAA's Local Preference Program.

PROTEST PROCEDURES

Any Respondent with standing and who alleges that it is adversely affected during this solicitation process may file a Notice of Protest, including all particulars of facts and law on which standing is asserted and on which the protest is based. This Notice of Protest must be in writing and addressed to JAA, Attn: Procurement Director, 14201 Pecan Park Road, 2nd Floor, Jacksonville, FL 32218. For purposes of this solicitation, the following is a summary of JAA's protest procedures:

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

- "Competitive solicitation" or "solicitation" shall include without limitation an invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.
- (2) "Posting" means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized website, by placing the same on the bulletin board(s) designated by Procurement for this purpose.
- (3) "Electronic transfer" is limited solely to facsimile transmissions that appear legibly on paper at the place of filing.
- (4) "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.
- B. In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision hereunder and who has standing under Florida law to protest the same (the "Protestant"), must timely file a written Notice of Protest pursuant to the following:
 - (1) Recommendations of Award and/or Bid Rejection Protestant shall have five (5) business days after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation:
 - (a) a recommendation to reject a bid or proposal;
 - (b) a contract award; or
 - (c) the short-listing of bidders or proposers.
 - (2) Bid/Proposal Specifications and/or Requirements Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing:
 - (a) the basis for making the award in question;
 - (b) evaluation criteria;
 - (c) equipment, product, or material specifications;
 - (d) proposed project schedules;
 - (e) statements as to local participation, equal opportunity goals, or similar issues; or
 - (f) other general solicitation or project requirements.
- C. The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a), as may be amended from time to time. Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.
- D. A written Notice of Protest must:
 - (1) be addressed to the Director;
 - identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Director to identify the same;
 - (3) state the timeliness of the protest;
 - (4) state Protestant's legal standing to protest; and
 - (5) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

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

- E. The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by Procurement within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Director of Procurement at 14201 Pecan Park Road, Jacksonville, Florida 32218 or by electronic transfer via facsimile to (904) 741-3593. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed. Filing of a Notice of Protest via E-Mail is not permitted.
- F. Upon receipt of a proper and timely filed written Notice of Protest, the Director or his/her designee shall acknowledge receipt and forward the same to the CEO with a request for the appointment of the Protest Appeals Board ("PAB"), which will schedule and provide notice of the time, date and place it will hear the protest, which notice shall be provided in writing to the Protestant and to those persons or entities that may be directly affected by the resolution of the protest.
- G. The Director or his/her designee shall have the discretion to proceed with the solicitation or contract award process in question or to suspend the same pending the resolution of the protest. To the extent the Director or his/her designee decides to exercise his/her discretion not to suspend the solicitation or contract award process pending the resolution of the protest, the Director or his/her designee shall set forth in writing the particular facts and/or circumstances upon which his/her decision is based.
- H. Protest hearings shall be governed and/or conducted as follows:
 - General Statement of Rules and Procedures Hearings before the PAB shall begin with the Chief Legal Officer reading a general statement of the rules and procedures prescribed herein.
 - (2) General Statement of the Facts A Procurement representative shall provide a brief overview of the facts giving rise to the protest.
 - (3) Statement of the Protestant Representatives of the Protestant, limited solely to its owners, officers, employees and/or legal counsel, shall be required to present its case based solely upon the issue(s) and information contained in the Notice of Protest and any documents attached thereto.
 - (4) Statements of Other Interested Parties Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest, will be given an opportunity to be heard and to present information before the PAB, which will be followed by a statement and the presentation of information from a representatives of Procurement and/or other JAA representatives.
 - (5) Brief Closing Statements Brief closing statements may be made by the Procurement representative and the Protestant.
 - (6) PAB Deliberation The PAB shall consider and publicly discuss the information provided. At anytime during the protest hearing, the PAB may ask questions of any person or entity present and/or represented at the hearing.
- I. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. Unless otherwise provided herein, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether the recommendation or the decision or intended decision in question was clearly erroneous, arbitrary or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

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

INDEMNIFICATION

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

To the fullest extent permitted by law, the Respondent agrees to indemnify, defend and hold harmless JAA, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Respondent's work or services under this Agreement; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the Respondent, Respondent's Subcontractor(s) or anyone directly or indirectly employed or hired 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.

INSURANCE

Contractor 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 Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

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

Business Automobile Liability: Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 (non-AOA access) Each Occurrence. Contractor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. In the event the contractor requires AOA access, then the Business Automobile Liability Limit will be not less than \$5,000,000

<u>Worker's Compensation Insurance & Employers Liability.</u> Contractor 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.

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

<u>Waiver of Subrogation</u>: Contractor 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 Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor 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 Contractor enter into such an agreement on a pre-loss basis.

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

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

<u>Umbrella or Excess Liability:</u> Contractor 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. CONTRACTOR agrees to endorse JAA as an <u>"Additional Insured"</u> 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.

<u>Right to Revise or Reject:</u> 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

ADDENDA - CHANGES WHILE QUOTING

No interpretation of the meaning of any part of the quote 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 <u>must</u> be in writing addressed to JAA's Procurement Department, 14201 Pecan Park Road, Jacksonville, FL 32218 <u>or</u> Fax: (904) 741-2350.

All requests must be received by 5:00 PM (local time) at least five (5) business days before the above mentioned quote deadline date, in order to be given any consideration. All such interpretations and supplemental instructions will be in the form of written Addenda to the RFQ Documents, which, if issued, will be posted on the JAA website, <u>www.flyjacksonville.com</u>. However, it is the responsibility of each Respondent, prior to submitting its Quotation, to contact JAA Procurement Department at (904) 741-2359 to determine if any Addenda were issued and to make such Addenda a part of its Quote. In case any Respondent fails to acknowledge receipt of any such Addenda in the space provided on the Quotation Form, its Quotation will nevertheless be construed as though the Addenda has been received and acknowledged. Only the interpretations or

corrections so given by JAA Procurement Department in writing will be binding, and prospective Respondents are advised that no other source is authorized to give information concerning, or to explain or interpret the RFQ Documents.

QUESTION AND ANSWER PERIOD

JAA will accept all questions pertaining to the RFQ until June 22, 2015 by 2:00 PM (local time).

TERM OF AGREEMENT

The agreement will be for an initial three-year with two one-year renewal options available at the sole option of the JAA. The agreement may be terminated at any time with 30 days written notice, with or without cause by the JAA and is subject to the availability of budgeted funds.

CHANGE IN SCOPE OF SERVICES

The JAA without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated price. Changes in the work and the Contract sum may only be changed by prior written agreement executed by the parties with proper authorization to do so.

JAA reserves the right to expand contract services to other JAA Facilities. JAA will contact the awarded Respondent for a quote as needed for services at the additional Facilities. Facilities to include but not limited to Cecil Airport, Herlong Airport and Jacksonville Executive Airport (aka) Craig Airport.

REQUESTS FOR QUOTE 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) 741-3631. 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.

EVALUATION AND AWARD

JAA reserves the right to accept or reject any or all Quotes, in whole or in part. JAA reserves the right to award the RFQ to the Respondent submitting a quotation which is most advantageous and in the best interests of JAA. Tie quotations will be awarded pursuant to JAA's Local Preference Program and if after its application the tie remains, preference will be given to the Respondent that certifies it has implemented a drug-free workforce program. If a tie still remains, JAA will award the RFQ in the manner determined to be in the best interests of JAA. JAA will be the sole judge of the bids and the resulting award that is in its best interest and its decision will be final. JAA Executive Director/CEO has final approval authority for any resulting agreement. This RFQ is subject to the availability of budgeted funds.

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

PAYMENT TERMS

An original invoice, which must reference the assigned 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 and barbara.irvin@flyjax.com. Invoices will be processed in accordance with normal JAA procedures, which is thirty (30) days net after receipt of an approved invoice.

DELIVERY OF QUOTES

Please submit an **original and one (1) electronic version** of bid for services to include company background information to include number of years in business, three (3) business references and/or business customer list with a contact name, phone number and email for the customer reference, provide name of the designated point of contact for contract include number years with company and any special licenses or certificates as it pertains to required services, conflict of interest certificate, quotation form and any additional supplemental material should be submitted via US mail, hand delivered or submitted through Oracle online Sourcing module (if you desire to utilize Oracle online Sourcing module you will need to contact JAA Procurement Department at 904.741.2359 for more information)

Submit Response to:

Jacksonville Aviation Authority Procurement Department Attn: Monica M. Frazier 14201 Pecan Park Road South Jacksonville, FL. 32218 Fax: 904.741.2350 E-mail: monica.frazier@flyjacksonville.com

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QUOTATION FORM

Respondent's Name:

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

- A. Please submit an original and one (1) electronic version of bid;
- B. Include company background information to include number of years in business;
- C. Three (3) business references and/or business customers with a contact name, phone number and email for the customer reference;
- D. Provide name of the designated point of contact for contract include number years with company and any special licenses or certificates as it pertains to required services.
- E. Conflict of interest certificate, Quotation form and any additional supplemental material should be submitted via US mail, hand delivered or submitted through Oracle online Sourcing module (if you desire to utilize Oracle online Sourcing module you will need to contact JAA Procurement Department at 904.741.2359 for more information): Jacksonville Aviation Authority, Procurement Department, Attn: Monica M. Frazier, 14201 Pecan Park Road South, Jacksonville, FL. 32218.

All prices to be FOB, 14201 Pecan Park Road, Jacksonville, FL 32218. JAA will not pay any transportation, insurance and/or import charges.

A. FEES: (PER MACHINE; PER MONTH): FEES TO INCLUDE ALL SERVICE FEES Award Basis: Lowest Total Fees for Initial 3-Year Term for both Makers

Initial 3-Year Term 600lb Ice Machine:	\$	
450lb Ice Machine:	\$	
Installation:	\$	(If applicable)
Renewal Option Year No. 1 (2) 600lb Ice Machine: (1) 450lb Ice Machine:	\$ \$	
Renewal Option Year No. 2 (2) 600lb Ice Machine: (1) 450lb Ice Machine:	\$ \$	

Other Fees: Please list below

B. Respondent shall submit Conflict of Interest Certificate, **Exhibit A.**

C. Respondent shall submit Local Preference Verification Form, **Exhibit B**, if applicable.

QUOTATION FORM

Respor	ndent's Name:
(Conti	nued) (Page 2 of 3)
D.	Acknowledgement: Respondent will accept a Purchase Order and invoice JAA:
	Respondent's Initial:
E.	Addendum Acknowledgement, if applicable
	Acknowledgment of the following Addenda is hereby made:
	Addenda No Date: Respondent's Initial:
F.	Acknowledgement of Warranty Acceptance is hereby made, if applicable:
	Respondent's Initial:
G.	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
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QUOTATION FORM

Respondent's Name: _____

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H. Bid Certification and Signature:

By submitting this bid, 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 licenses required for the work.

I. Bid Form Signature:

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

Respondent Name:	 	
Authorized Agent's Signature:	 	
Date:	 	
Printed Name:	 	
Email:	 	
Title:		
Respondent is a: [] Corporatior		
Federal Identification Number: _	 	
Remittance Address:		
_		
Telephone Number:	 _ Fax Number:	

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EXHIBIT A

CONFLICT OF INTEREST CERTIFICATE

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

SECTION I

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

Signature

Name of Official (type or print)

Company Name

Business Address

City, State, Zip Code

SECTION II

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

Name

Title or Position

Date of Filing

Signature

Name of Official (type or print)

Company Name

Business Address

City, State, Zip Code

SECTION III

PUBLIC OFFICIAL DISCLOSURE

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

Public Official: _____

Position Held: _____

Position/Relationship with Respondent: _____

EXHIBIT B

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 Ot	ther
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 **<u>MUST</u>** 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: _			C	Date:
Printed Name:		,-	Title:	
Sworn to and subscribed before	e me this	day of		, 20
By(Affiant's Prin He/She is personally known by State of	ted Name)			as identification.
Notary seal	(Signed by Notar	y)	
	```	Notary's Printed	Name)	

## EXHIBIT C

# JAA Local Preference Policy

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