



JACKSONVILLE AVIATION AUTHORITY

REQUEST FOR PROPOSALS NUMBER: 12-16-11105

AIR CARGO FEASIBILITY STUDY AND CONSULTANT SERVICES



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

**Assigned Buyer: Marilyn V. Fryar
Procurement Manager: Monica Frazier**

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**REQUEST FOR PROPOSAL
Proposal Number: 12-16-11105**

AIR CARGO FEASIBILITY AND CONSULTANT SERVICES

**for the
JACKSONVILLE AVIATION AUTHORITY**

Proposals will be received by the Jacksonville Aviation Authority (JAA) until 2:00 PM (local time), on February 29, 2012 at which time they will be opened at the JAA Administration Building, 14201 Pecan Park Road South, Jacksonville, FL, for selecting a company to provide an Air Cargo Feasibility Study and Consultant Services.

A Pre-Proposal Meeting will be held at 10:00 AM (local time), February 15, 2012, at the JAA Administration Building, 14201 Pecan Park Road South, Jacksonville, FL 32218.

All Proposals must be submitted in accordance with Request For Proposals Number 12-16-11105, which may be obtained after 8:30 AM (local time) on January 31, 2012 from www.flyjacksonville.com, click on bid opportunities.

GENERAL INFORMATION

REQUEST FOR DISTRIBUTION SHEET AND PRE-PROPOSAL ATTENDANCE SHEETS

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

SUBMISSION OF PROPOSALS

Proposals submitted in advance of the time set for opening should be delivered to the JAA, Attn: Procurement Department, 14201 Pecan Park Road South, 2nd Floor, Jacksonville, FL 32218. Proposers are fully responsible for delivery of proposals. Reliance upon mail or public carrier is at Proposer's risk. Late proposals, as solely determined by the JAA's clock, will not be opened or considered.

PUBLIC RECORDS REQUIREMENTS

The 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 the JAA provides notice of a decision or intended decision to award the contract or thirty (30) days after opening, whichever is earlier. All parts of proposals, including exhibits, are subject to the Public Records Law, and a Proposer 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 Bidders on public works projects.

REQUESTS FOR PROPOSALS RESULTS OR AWARD OF CONTRACT

Proposers desiring a copy of the unofficial tabulation sheet, which will contain only the items considered necessary by the JAA. Proposers may request a copy be sent to them by email, facsimile or may obtain a copy after the proposal opening in the Procurement Department. Proposers wishing to view proposals submitted, subject to the above Public Records requirements, must arrange an appointment by contacting the JAA at (904) 741-3631. If copies are requested, an appropriate charge will be assessed, and all copies will be within a reasonable time consistent with the requirements of Florida Statutes. All Proposers will be notified by mail of the award of the contract after action by the JAA Awards Committee or JAA Board.

PROPOSAL RESULTS OR AWARD RESULTS WILL NOT BE GIVEN BY TELEPHONE OR PURSUANT TO VERBAL REQUEST.

CONTACT WITH JAA STAFF

From the time of receipt, or publication of this RFP, all parties who intend to submit, or be a team member of a proposal to qualify under this RFP, agrees to direct all contact with the JAA through the JAA Buyer or Procurement Manager. If the question or comment deals with subject matter that is outside of the responsibility of the JAA Procurement Department, the question or comment will be directed to the appropriate person or authority. Proposers for the work covered by this RFP will neither contact any JAA Staff, Evaluation Committee, JAA Board of Directors, nor the JAA Executive Director/CEO for the purpose of discussing the merits of any specific Proposer.

This is considered an active solicitation for the JAA. If it is determined that any Proposer has spoken with JAA Staff, Evaluation Committee, JAA Board of Directors, or the JAA Executive Director/CEO in reference to this active solicitation, it may result in the rejection/disqualification of the Proposer's submittal.

ARTICLE I – INSTRUCTIONS TO PROPOSERS

1.01 RECEIPT AND OPENING OF PROPOSALS

The JAA will receive Proposals until February 29, 2012 at 2:00 PM (local time) for the purpose of selecting a company to provide an Air Cargo Feasibility Study and Consultant Services. The Proposals will be publicly opened at the JAA Administration Building, 14201 Pecan Park Road South, Jacksonville, Florida at the above stated time and date.

1.02 DELIVERY OF PROPOSALS

An original and five (5) copies of the Proposal and all required supplemental material listed on the Proposal Form must be submitted in a sealed package. The package should be labeled to read: "Air Cargo Feasibility Study and Consultant Services, RFP 12-16-11105, February 29, 2012, 2:00 PM (local time)", and addressed or delivered to the JAA, Attn: Procurement Department, 14201 Pecan Park Road South, 2nd Floor, Jacksonville, FL 32218.

Each Proposal package submitted must clearly show the Proposers company name on the outside. Facsimile Proposals will not be accepted. Any Proposals received after the above stated date and time will **NOT** be accepted. Each Proposer is fully responsible for ensuring that its Proposal is timely received, and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method, whether by US Mail, public carrier or otherwise. This RFP does not commit JAA to pay costs or expenses of any kind incurred by the various Proposers during proposal preparation, submittal or presentations, if any.

1.03 CONTRACT DOCUMENTS

The Contract Documents give the description of the services to be performed under this Contract. The required qualifications of Proposers, other technical information, and the term of the 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 Proposer is required to carefully examine the Scope of Services required and the Contract Documents. It will be assumed that the Proposer 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 PROPOSERS

The Proposer must fully learn of the JAA's requirements for the services to be provided. Failure to do so will not relieve a successful Proposer of its obligation to carry out the provisions of the RFP. The Proposer 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 Proposer will be held responsible for having examined the details of the proposed Scope of Services. The Proposer 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 Proposer obligations have been satisfied and no subsequent allowance will be made in this regard.

Prior to contract issuance, the Proposer must provide documentation that they are authorized to do business in the State of Florida.

1.06 ADDENDA – CHANGES WHILE PROPOSING

No interpretation of the meaning of any part of the RFP or other Contract Documents, nor corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Proposer orally. All requests for written interpretations or corrections **MUST** be in writing addressed to the JAA Procurement Department, 14201 Pecan Park Road South, 2nd Floor, Jacksonville, FL 32218 **or** Fax: (904) 741-2350.

All requests must be received by 5:00 PM (local time) at least five (5) business days before the February 29, 2012 Proposal Opening date to be given any consideration. All such interpretations and supplemental instructions will be in the form of a written Addenda to the RFP documents, which, if issued, will be e-mailed, mailed or faxed to all known prospective Proposers. However, it is the responsibility of each Proposer, before submitting its Proposal, to contact the JAA Procurement Department at (904) 741-2352 to find out if any Addenda were issued and to make such Addenda a part of its Proposal. In case any Proposer 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 the JAA Procurement Department in writing will be binding and prospective Proposers are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP 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 Proposer, 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 Proposer until the date and time established herein for the opening of the Proposals. Any Proposal not so withdrawn will, upon opening, constitute an irrevocable offer for ninety (90) days (or until one or more of the Proposals have been duly accepted by the JAA, whichever is earlier) to provide the JAA the services listed in the attached specifications. JAA action on Proposals normally will take within sixty (60) days of opening; however, no guarantee or representation is made as to the time between the Proposal opening and the subsequent JAA action regarding an award.

1.09 MANDATORY PROPOSER CRITERIA

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

- A. The company or owner of the company must have been in the primary business of providing Air Cargo Feasibility Studies and Consultant Services for a minimum of ten (10) years ending December 31, 2011.

1.10 RESPONSIBLE PROPOSER CRITERIA

In considering the responsibility of the Proposers, the JAA will examine the factors listed below and will assign the defined point value on a scaled basis. Proposers must address each factor specifically in their Proposal.

- A. Feasibility Study Approach / Proposed Methodology (30 points maximum)
- B. Experience of Project Manager and Proposed Team (25 points maximum)
- C. Study Design / Proposed Structure and Outline (25 points maximum)
- D. Proposed Fees (10 points maximum)
- E. References (10 points maximum)
- F. Presentations (10 points maximum) - JAA reserves the right to request presentations from the top three (3) ranked Proposers prior to final selection. If such presentations are requested, the points will be added to the Proposers scores for A-E above. JAA reserves the right to increase and/or decrease the number of Proposers invited to make presentations at its sole discretion.

In this regard, the JAA reserves the right to reject any and all Proposals, in whole or in part, and to waive any non-conformance in Proposals or any other irregularities received, whenever such rejection or waiver is in the best interest of the JAA.

1.11 DISQUALIFICATIONS OF PROPOSERS

Any of the following causes may be considered sufficient for the disqualification of a Proposer or rejections of the Proposal:

- 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 among Proposers.
- C. Incomplete work for which the Proposer is committed by contract, which, in the judgment of the JAA, might hinder or prevent the prompt completion of work under this Contract if awarded to such Proposer.
- D. Being in arrears on any existing agreement with the JAA or having defaulted on a previous contract with the JAA. For purposes of this section, corporations, partnerships or companies, or firms or other business entities created for the purpose of shielding any individual, firm, partnership, corporation or other business entity from the application of this provision may be considered for disqualification.
- E. Items 'C' and 'D' above will be considered by the JAA after the opening of Proposals, and, if found to apply to any Proposer, the JAA will notify the Proposer that its Proposal will not be considered for an award of the Contract. The Proposer has five (5) business days to appeal in writing this decision to the JAA Executive Director/CEO, via the Procurement Department, and the decision of the Executive Director/CEO will be final.
- F. If required, failure to provide the notarized forms required in the Proposal documents or to satisfy any other Contract Documents. Minor irregularities that do not materially affect the Proposal may be waived at the sole discretion of the JAA.
- G. Description of procedures and methods used in the administration of staff.

1.12 REJECTIONS OF IRREGULAR PROPOSALS

Proposals will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Proposals or other irregularities of any kind. The JAA reserves the right to waive any non-conformance or irregularities of Proposals, or to reject any or all Proposals, in whole or in part, whenever such non-conformance or irregularities are minor and such action is deemed in the best interest of the JAA.

1.13 PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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.

1.14 PRE-PROPOSAL MEETING

To help ensure that all Proposers are fully informed of the requirements for this Contract, a Pre-Proposal Meeting will be held on February 15, 2012 at 10:00 AM (local time) at the JAA Administration Building, 14201 Pecan Park Road South, 2nd Floor, Jacksonville, FL 32218. Proposers are encouraged to submit questions by facsimile in advance of the meeting to the JAA Procurement Department at (904) 741-2350. Firms are encouraged to attend the meeting in person or via teleconference.

ALL REQUESTS FOR PRE-PROPOSAL MEETING ATTENDANCE VIA TELECONFERENCE MUST BE SUBMITTED TO THE JAA PROCUREMENT DEPARTMENT, 904.741.2352, NO LATER THAN FEBRUARY 13, 2012, 5:00 PM (LOCAL TIME)

1.15 LOCAL PREFERENCE PROGRAM

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

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

For the purpose of this RFP, the one year requirement for the Local Business or Local Bidder to have a permanent place of business in the Normal Market Area (NMA) is waived.

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

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

1.16 SMALL BUSINESS ENTERPRISES (SBE) PARTICIPATION

The 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 the JAA to provide small businesses with identical information and an equitable opportunity to compete for business from the 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.

1.17 NON-DISCRIMINATION PROVISIONS

The Proposer will have all state, county and local licenses and permits as may be required by law to perform the described services. The Proposer agrees to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended. The Equal Employment Opportunity Clause in Section 202, paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative

to Equal Opportunity for the disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled Veteran and Veterans of the Vietnam Era, is incorporated herein by a specific reference.

1.18 EVALUATION AND AWARD

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

Evaluation factors to be considered are listed in Article 1.10. Proposers 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. The JAA is under no obligation to contact a Proposer to obtain information required to evaluate the proposal.

1.19 PUBLIC MEETING REQUIREMENTS

The JAA is required to comply with Section 286.011 of the Florida Statutes. Therefore certain types of staff meetings and meetings of the JAA Awards Committee or the 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 South, 1st Floor, Jacksonville, FL 32218.

1.20 PROTEST PROCEDURES

Any Proposer 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 Manager, 14201 Pecan Park Road South, 2nd Floor, Jacksonville, FL 32218. A notice of protest may be filed within five (5) business days of any action taken by the JAA Awards Committee or JAA Board. It is the sole responsibility of the firm to determine the date and time any action is taken by the JAA.

Receipt of a protest will be acknowledged by certified letter. The administrative procedures that will be followed by the JAA will be provided to the Protester with a certified letter.

1.21 EXECUTION OF THE AGREEMENT

Within ten (10) business days after Notice of Award, the successful Proposer will furnish the required certificates of insurance and any other requirements and enter into a formal Agreement with the JAA. Failure to execute the Agreement as provided in these documents within ten (10) business days from the date of Notice of Award will be just cause, unless such failure has been caused by the JAA, for the JAA to annul and void the award. Award may then be made to another Proposer, or the Contract may be re-advertised, as in the best interest of the JAA. No award will be binding upon the JAA until the Agreement has been executed by all appropriate parties.

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ARTICLE II – GENERAL CONDITIONS

2.01 DEFINITIONS

AUTHORITY – Jacksonville Aviation Authority

BID – The approved forms on which the bidder is to submit, or has submitted, its prices for the items requested in the bid.

BIDDER – Any individual, firm or corporation submitting a bid for the items requested.

CECIL – Cecil Airport

CONTRACT – The Contract consists of the document labeled “Specifications for Air Cargo Feasibility Study and Consultant Services, RFP Number 12-16-11105”; Contractor’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 the 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 Contractor as the Contractor’s Representative, with authority to act for the Contractor in all matters, including changes to Contract terms.

CONTRACTING OFFICER – Designated JAA individual, who provides the JAA Inspector and/or the JAA Contract Administrator with Contract information and monitors the administration of the Contract to ensure compliance with terms by both the JAA and the Contractor. 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 Contractor 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 Contractor’s obligations to non-breaching Users or the JAA; (3) the JAA shall not be liable for any breach by non-JAA Users; (4) each non-JAA User and the Contractor guarantee to save the 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 the 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 Bidder – The term “Local Business” or “Local Bidder” 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 Proposer is to submit, or has submitted its charges for the services contemplated.

PROPOSER – 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 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. The 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 CONTRACT TERM

The Contract term for the Air Cargo Feasibility Study shall be for an initial six (6) months period, with one (1) additional six (6) months extension option available at the sole discretion of the JAA.

After completion of the Air Cargo Feasibility Study, the selected Consultant’s contract term for Air Cargo Feasibility Study Consulting Services may, at the sole discretion of the JAA, be extended for development of an Air Cargo Marketing Plan and follow on Consulting Services for an initial one (1) year term, with four (4), one-year renewal options exercised at the sole discretion of the JAA.

The contract may be terminated at any time with thirty (30) days written notification, with or without cause, by the 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 Contractor agrees to indemnify, defend and hold harmless the 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 Contractor’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 Contractor, Contractor's Subcontractor(s) or anyone directly or indirectly employed or hired Contractor, or anyone for whose acts Contractor may be liable. The JAA reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder.

2.05 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.

Commercial General Liability: 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

Worker's Compensation Insurance & Employers Liability. 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.

Additional Insured: Contractor 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: 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 a 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.

Certificate(s) of Insurance: 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 South Road
Jacksonville, FL 32218

Umbrella or Excess Liability: 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 “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, the 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 CONTRACTOR

- A. A mandatory post award conference will be scheduled after the Contract is awarded which is normally held within ten (10) business days after contract award. The Contractor will furnish the performance bond, certificates of insurance, copies of licenses, permits and other items required by the JAA.
- B. The Contractor will begin the services as described in the Contract upon issuance of a written Notice to Proceed by the JAA.
- C. The Contractor 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 Contractor will remain liable for all damages to, or incurred by, the JAA caused by the Contractor’s negligent performance of any of the services furnished under this Contract.
- E. The Contractor represents that it is an independent Contractor and not an employee of the JAA, nor are any of Contractor’s employees performing services in furtherance of this Contract to be considered employees of the JAA. The Contractor 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 Contractor will not be eligible for any Federal Social Security, State Worker’s Compensation or unemployment insurance under this Contract except as employees of the Contractor.
- F. The Contractor will designate in writing a qualified person(s) to act as its representative. The Contractor’s Representative(s) will have authority to act for the Contractor in all matters covered by this Contract. The Contractor’s Representative(s) will be authorized to submit written estimates and any changes to these estimates, make joint inspections with the JAA Inspector at time designated by the JAA and will be available to meet with the JAA during the working hours of the JAA and to answer questions for the JAA Inspector and the JAA Contracting Officer.
- G. The Contractor 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 the JAA Inspector, or payment will only be made for only the original estimated amount.
- H. The Contractor will have a competent Contractor’s Representative on the job at all times when services are being performed with full authority from the Contractor and who is satisfactory to the JAA.
- I. If applicable, all employees/subcontractors/independent operators of the Contractor assigned to Jacksonville International Airport (JAX) must obtain a JAA Security Badge, at the sole expense of the Contractor. The Contractor will have the sole responsibility of complying with FAA guidelines, including but not limited to, requiring a ten (10) year employment history and background check, issuance and wearing of security badges. Any fines incurred by the JAA for violations of any FAA regulations by Contractor employees will be charged to the Contractor, and if not promptly paid by the Contractor may result in termination of the Contract. See Exhibit F for the JAA form “Application and Certification Official Signature”, which contains details on the issuance, replacement, wearing of security badges, as well as listing the disqualifying crimes for which an employee of the Contractor may not be issued a security badge. Any employee of the Contractor found by the 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 Contractor will be competent, trustworthy and properly trained. The Contractor and its employees will be required to comply with all the applicable regulations of the JAA. The JAA will require the Contractor 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 Contractor 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 Contractor at the post award conference, the Contractor will inform their employees, and ensure their compliance with the following:

- (1) No illegal guns, knives or other weapons are allowed on the JAA premises.
- (2) No drugs or other prohibited substances, including alcohol, are allowed on the JAA premises.
- (3) All building regulations concerning smoking.

- L. The Contractor 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 Contractor is responsible for reporting, in writing, within twenty-four (24) hours the occurrence of damage to property of the JAA or its tenants. Failure to report the same within the specified time may be cause for termination of this Contract.

- M. The Contractors/Subcontractors/Independent Operators employees will not be assisted or accompanied by non-employees during the performance of the Scope of Services.

- N. The Contractor will furnish all equipment and supplies necessary to perform the services of the Contract.

- O. The Contractor is liable for any expense incurred as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.

- P. The Contractor 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 Services under this Agreement, the Contractor 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 Agreement 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 Contractor shall again perform the Services directly affected by such failure at the Contractor's sole expense.

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 Contractor, 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 Contractor's proposed price submitted on the Proposal Form. An original and one copy of the invoice, which must reference the purchase order number and month of service, should be mailed to the JAA, Attn: Accounts Payable, 14201 Pecan Park Road, Jacksonville, FL 32218. Invoices will be processed in accordance with normal JAA procedures, which is thirty (30) days net after receipt of an approved invoice.

JAA, at its sole discretion, may authorize advance payments, deposit or partial payments as follows:

<u>Milestone</u>	<u>Percentage</u>
A. Study Background and Overview	5%
B. Profile of Existing Conditions	10%
C. Identification of Trends and Future Demands	15%
D. Inventory of Existing Facilities and Services and Definition of Infrastructure needed to support Development (GAP Analysis)	20%
E. Feasibility Assessment and Recommendations	25%
F. Final Payment	25%

Milestone payments will be issued after completion and approval of each of the above section of the study by JAA. Final payment will be issued upon final acceptance of the full, completed report by JAA.

2.10 PERMITS AND LICENSES

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

2.11 JAA'S RIGHT TO TERMINATE CONTRACT

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

JAA may terminate the contract should the Contractor 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 Contractor may result in immediate cancellation of this Contract. If such Contract is terminated, the JAA reserves the right to open negotiations with the next rank Proposer until a successful completion of negotiations and execution of a Contract.

Termination of this Agreement 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.

2.12 ASSIGNMENT

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

2.13 SUBCONTRACTORS

If Subcontractors are to be used, the Contractor will, as soon as practicable after signing the Contract, notify the JAA in writing the names of Subcontractors proposed for the work. Subcontractors will not be employed unless and until they are approved by the JAA. The Contractor is as fully responsible to the 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 Contractor 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 the JAA. The JAA recommends that all Subcontractors enter into a formal Contract with the prime Contractor that clearly lists all of the agreed upon conditions.

2.14 PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

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

2.15 SAFETY STANDARDS

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

2.16 CHANGES IN PERSONNEL

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

2.17 NO INDIVIDUAL LIABILITY

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

2.18 ARTICLE/SECTION HEADING

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

2.19 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the Contract, the provisions of the JAA's RFP Number 12-16-11105 and Proposer's Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) the Contract; 2) the JAA's RFP Number 12-16-11105, 3) Proposer's Proposal, and 4) the Purchase Order.

2.20 GOVERNING LAW AND VENUE

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

2.21 NONWAIVER

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

2.22 ENTIRE AGREEMENT

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

2.23 PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that the RFP's and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their proposals, which they believe to be exempt from disclosure, citing specifically the applicable exempting law. The JAA will consider a Proposer'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 Proposer for making public any information contained in a Proposal. All Proposals received from Proposers in response to the RFP will become the property of the JAA and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the JAA.

2.24 TIME REQUIREMENT

For every requirement of this Agreement, time is of the essence.

2.25 DAMAGES

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

ARTICLE III – SCOPE OF SERVICES

3.01 GENERAL OVERVIEW

The JAA owns and operates the Jacksonville Airport System, which consists of the Jacksonville International Airport (JAX), Jacksonville Executive Airport at Craig (JAXEX), Herlong Recreational Airport (Herlong) and Cecil Airport (Cecil).

JAX – Primary role is to serve the commercial aeronautical needs including providing air service, facilities, service options and amenities to the traveling public and other stakeholders.

JAXEX – Primary role is to serve the corporate and general aviation needs of its stakeholders.

Herlong – Primary role is to serve the recreational and smaller general aviation needs of its stakeholders.

Cecil – Primary role is to serve the private sector and governmental general aviation and industrial complex needs of its stakeholders.

In today's competitive environment, JAA as an airport owner and operator must be able to clearly define its value proposition and promote use of its assets and services to all key stakeholders. While each airport has its own unique and strategic purpose within the system, JAX and Cecil have been identified within the system as airports that have the capability and potential capacity to serve and grow in the area of Air Cargo.

Proposers shall have in-depth knowledge and expertise in conducting comprehensive air cargo feasibility studies and plans of action that will translate into development of a comprehensive air cargo plan as outlined below.

3.02 SCOPE OF SERVICES

The successful Proposer shall conduct a study as outlined below and as directed by JAA. The Proposer shall submit a draft on each section for JAA review, comments and/or final approval. Proposer, at a minimum, shall provide the following:

A. Study Background and Overview

Proposer shall provide a comprehensive background and overview of the air cargo industry and insight into future trends in the industry. This section shall also include an overview of study methodology, priorities, determination of interest, goals and objectives, selection of study methodologies and confirmation of the specific tasks required to complete the study with a specific focus on the two targeted airport facilities, JAX and Cecil.

B. Profile of Existing Conditions

Proposer shall profile the existing conditions in the Jacksonville / North Florida region and identify the logical domestic and international catchment areas for the airport. This section shall also contain an analysis and assessment of air cargo opportunities for the two airports and what initiatives may be implemented to capture air cargo bound roadway/truck transshipments that pass through the Jacksonville area ("bypass traffic") en-route to air cargo facilities in south/central Florida or the Atlanta region. The profile should include, at a minimum: 1) review of historical data, 2) interviews with airport users, 3) survey of shippers and freight forwarders, 4) opportunities to capture "bypass traffic" and 5) identification of logical catchment areas.

C. Identification of Trends and Future Demands

Proposer's study shall contain a concise analysis of how the air cargo industry operates domestic and international air cargo activities to include activity levels and forecasts, current air cargo trends and

future growth areas. The areas to be identified should include 1) national trends, 2) industry forecasts and 3) forecast of demand for JAA's airport system.

D. Inventory of Existing Facilities and Services and Define Infrastructure Needed to Support Development (GAP Analysis)

Proposer shall evaluate, and the study shall contain a synopsis of the existing infrastructure, air cargo facilities and services available at JAX and Cecil to determine the adequacy of the existing and planned infrastructure to accommodate potential air cargo opportunities and forecasted facility demand. The study shall also evaluate and report on the feasibility of development of heavy air cargo within the JAA system and an approach for development which best leverages capabilities of each facility targeted for air cargo development. Shall include contact with carriers, developers, regulatory agencies, the federal government and other parties to help target the JAA's marketing efforts and customize and prioritize infrastructure development plans to attract air cargo activities.

E. Feasibility Assessment and Recommendations

Proposer shall provide a thorough feasibility analysis and assessment as to whether and/or when the JAA should pursue air cargo infrastructure and/or marketing initiatives related to air cargo development at Cecil Airport and/or JAX. The feasibility assessment shall contain a detailed analysis of the facts upon which concluding recommendations are based to include a summary analysis of how the information derived in the report (paragraphs A-D above) support the concluding recommendations.

3.03. STRATEGIC AIR CARGO MARKETING PLAN

If determined to be feasible, and based upon the recommendations contained within the final study report, the Proposer may, at JAA's sole discretion and at a later date, be asked to submit a proposal, scope of work and fee for development of a comprehensive marketing plan for JAX and/or Cecil that could guide the JAA in its marketing efforts.

DO NOT INCLUDE THIS SERVICE IN THE PROPOSED FEE FOR THE AIR CARGO FEASIBILITY STUDY.

3.04 AIR CARGO FEASIBILITY STUDY TIMELINE

The timeline for completion of the Air Cargo Feasibility Study shall not exceed six (6) months. Proposer must submit a concise project completion timeline with its submittal package. Proposer will be responsible for submitting all deliverables in accordance with the timeline submitted. Proposer must obtain prior written approval from JAA to modify the timeline. When preparing the timeline, the Proposer should take into consideration that JAA has to review and approve the draft documents.

The Proposer may include at least five (5) business days for JAA approval for each task in preparing the timeline.

3.05 AIR CARGO FEASIBILITY STUDY – FINAL VERSION

Proposer shall submit ten (10) copies of final version of the Air Cargo Feasibility Study to JAA. The document should be bound appropriately.

3.06 AIR CARGO CONSULTING SERVICES

After the Air Cargo Feasibility Study is accepted by the JAA, the JAA at its sole discretion may request the Proposer to provide Air Cargo Marketing Consulting Services for implementing the marketing and development plans as contained in the Strategic Air Cargo Marketing Plan section of the Study.

3.07 PROPOSED FEES

The submittal shall include the lump sum cost for the completion of the Air Cargo Feasibility Study as outlined above in Section 3.02 and all additional miscellaneous expenses to include but are not limited to, out of pocket

travel related expenses, airfare, hotel accommodations, etc. Contractor should assume three (3) trips to JAA in computing the lump sum cost. Travel will be paid in accordance with the JAA Travel Policy (**Exhibit E**).

3.08 PERFORMANCE MEETINGS

If requested by JAA, the Contractor is required to attend performance meetings that will be held at a time and place to be designated by the JAA. The intention of this meeting is to provide a forum for the JAA and the Contractor to identify areas of concern so they can be resolved in a timely manner.

3.09 PERFORMANCE STANDARDS

The standards by which the Contractor's performance will be evaluated are set forth as stated below. The Contractor's failure to meet and maintain these standards, after receipt of written notice to correct such deficiencies, immediately or within twenty-four (24) hours notice may result in the following or termination of the Contract.

- a. Air Cargo Feasibility Study Timeline: Contractor must submit each deliverable as stated in its projected timeline. Failure of the Contractor to submit deliverable may result in a 5% reduction in payment for each deliverable deadline missed by the Contractor, except when such delay is caused by JAA.

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ARTICLE IV – PROPOSAL FORM

Proposer's Name: _____

CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED

PROPOSER SHALL SUBMIT ONE (1) ORIGINAL PROPOSAL AND FIVE (5) COPIES OF THE ORIGINAL DOCUMENTS. ENVELOPE ONE SHOULD BE LABELED "ORIGINAL" AND ENVELOPE TWO SHOULD BE LABELED "COPIES".

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

- A. Submit documentation that the company or owner of the company has been in the primary business of providing Air Cargo Feasibility Studies and Consultant Services for a minimum of ten (10) years ending December 31, 2011. **(MANDATORY)**
- B. Feasibility Study Approach / Proposed Methodology (30 points maximum)
Submit a concise narrative on Proposers qualifications and experience for developing the Air Cargo Feasibility Study. The narrative must clearly outline project approach / methodology for preparing the Air Cargo Feasibility Study.
Submit two (2) air cargo studies completed within the past five (5) years. The examples may be submitted via electronic copy (CD).
- C. Experience of Project Manager and Proposed Team (25 points maximum)
Submit resumes' of the key personnel that will be assigned to JAA that clearly indicates experience in Air Cargo Feasibility Studies and Consultant Services. The resumes' should clearly indicate experience with conducting comprehensive air cargo feasibility studies and developing of a comprehensive air cargo plan.
- D. Study Design / Proposed Structure and Outline (25 points maximum)
Submit a concise narrative on the study design plan / proposed structure and outline for the Air Cargo Feasibility Study.
Submit proposed timeline for completion of the Air Cargo Feasibility Study.
- E. References (10 points maximum)
Submit three (3) references for which Proposer currently or previously provided Air Cargo Feasibility Studies and Consulting Services within the past five (5) years. **A valid name, address and telephone number must be submitted for each reference. The references should be submitted on the Reference Form, Exhibit C.**
- F. Proposed Fees (10 points maximum)
1. Air Cargo Feasibility Study as outlined in Section 3.02
\$ _____ TOTAL
2. Air Cargo Consulting Services – Submit Proposers hourly rates for consulting services.
- G. Conflict of Interest Certificate **(Exhibit A)**

ARTICLE IV – PROPOSAL FORM

Proposer's Name: _____

Checklist (Continued)

H. Addendum Acknowledgement, if applicable

Acknowledgment of the following Addenda is hereby made:

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

I. Drug-Free Workplace Program Certification:

a. _____ Yes, we have a Drug-Free Workplace Program

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

J. Acknowledgement of Warranty Acceptance is hereby made: Proposer's Initial: _____

K. Proposal Form Signature:

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

Proposer Name: _____

Authorized Agent's Signature: _____ Date: _____

Printed Name: _____ Email: _____

Title: _____

Proposer is a: [] Corporation [] Partnership [] Individual

Federal Identification Number: _____

Remittance Address: _____

Telephone Number: _____ Fax Number: _____

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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 Executive Director's / CEO Office, 14201 Pecan Park Road South, Jacksonville, FL 32218 prior to the time of proposal opening.

Name	Title or Position	Date of Filing
_____	_____	_____

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION III

PUBLIC OFFICIAL DISCLOSURE

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

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EXHIBIT C
REFERENCE VERIFICATION FORM

AIR CARGO FEASIBILITY STUDY AND CONSULTANT SERVICES

RFP #12-16-11105

Company Name: _____

Contact Name: _____

Contact Title: _____

Contact Phone Number: _____

Contact Fax Number: _____

Contact Email Address: _____

Type of Services Provided: _____

Date Services Performed: Start Date: _____ End Date: _____

Size of Facility: _____ Contract Value: \$ _____

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**EXHIBIT D
Local Business Verification Form**

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

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

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

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

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

Authorized Agent's Signature: _____ Date: _____

Printed Name: _____, Title: _____

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

By _____
(Affiant's Printed Name)

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

Notary seal

(Signed by Notary)

(Notary's Printed Name)

My Commission Expires: _____

EXHIBIT E
JAA TRAVEL POLICY

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

EXHIBIT F
SECURITY REGULATION PACKET

(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: _____