

JAA SOLICITATION



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









INVITATION TO BID (ITB) No.: 20-10-17111

ACCESS CONTROL SUPPLIES FOR THE JACKSONVILLE AVIATION AUTHORITY

JACKSONVILLE INTERNATIONAL AIRPORT -JACKSONVILLE, FL

Assigned Buyer: Meghan Miles Procurement Director: Devin Reed

JAA Department of Procurement 14201 Pecan Park Road, Jax. FL 32218 Email: meghan.miles@flviacksonville.com Phone: 904.741.3861

ITB No. 20-10-17111 DJR REV 04.24.18

BID NUMBER 20-10-17111

ACCESS CONTROL SUPPLIES

for the JACKSONVILLE AVIATION AUTHORITY

Bids will be received by the Jacksonville Aviation Authority (JAA) until 2:00 PM (local time) on December 6, 2019 at which time they will be opened at JAA's Administration Building, 14201 Pecan Park Road, Jacksonville, Florida, for purchasing Access Control Supplies.

All Proposals must be submitted in accordance with Invitation to Bid Number 20-10-17111, which may be obtained after 8:30 AM (local time) on November 7, 2019 from www.flyjacksonville.com (click on "Bid Opportunities").

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

TABLE OF CONTENTS

GENERAL INFORMATION	Page	4
ARTICLE I - INSTRUCTIONS TO RESPONDENTS	Page	5
ARTICLE II - GENERAL CONDITIONS	Page	10
ARTICLE III - SPECIAL CONDITIONS	Page	16
ARTICLE IV - TECHNICAL SPECIFICATIONS	Page	18
ARTICLE V - BID FORM	Page	19
EXHIBIT A – BID FORM ITB 20-02-17111	Page	21
EXHIBIT B - CONFLICT OF INTEREST CERTIFICATE	Page	22
EXHIBIT C – LOCAL BUSINESS VERIFICATION FORM	Page	23
EXHIBIT D – ACH PAYMENT AUTHORIZATION	Page	24
NO BID FORM	Page	25

GENERAL INFORMATION

REQUESTS FOR DISTRIBUTION SHEETS OR PRE BID ATTENDANCE SHEETS

Copies of the Invitation to Bid (ITB) Distribution Record and/or the Pre-Bid Attendance Record may be requested by contacting the Procurement Department of the Jacksonville Aviation Authority (JAA).

SUBMISSION OF BIDS

Bids submitted in advance of the time set for opening will be delivered to JAA, Attn: Procurement Department, 14201 Pecan Park Road, Jacksonville, FL 32218. Respondents are fully responsible for delivery of bids. Reliance upon mail or public carrier is at Respondent's risk. Subject to JAA's discretion to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent, late proposals, as solely determined by JAA's official bid clock, will not be opened or considered.

PUBLIC RECORDS REQUIREMENTS

JAA is required to comply with Section 119.07 of the Florida Statutes. Depending on the type of project for which bids are requested, the items read at the opening will vary. Sealed bids are not public records subject to mandatory disclosure under the Florida Public Records Law until such time as JAA provides notice of a decision or intended decision to award the contract or 30 days after opening, whichever is earlier. All parts of bids, including exhibits, are subject to the Public Records Law, and a Respondent may not exclude any portion of the Bid unless specifically exempted from disclosure by Florida Law. Exemption of financial statements applies only to required submittal for pre-qualification of Respondents on public works projects.

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

Michael Stewart, Director of External Affairs 14201 Pecan Park Road Jacksonville, Florida 32218 904.741.2721

REQUESTS FOR BID 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.

CONTACT WITH JAA STAFF

From the time of receipt or publication of this solicitation, all parties who intend to directly or indirectly submit a response to the solicitation shall direct all contact with JAA through JAA's Procurement Director or the assigned Buyer hereto. If the question or comment deals with a subject matter that is outside of the knowledge or responsibility of JAA's Procurement Department, Procurement will direct the question or comment to the appropriate person or authority. Other than as permitted herein, respondents to this solicitation may not contact JAA's executives and staff, award or evaluation committee members, Board of Directors, or those representing JAA's interests in this solicitation for the purpose of discussing the same. Violation of this provision may result in bid/proposal rejection and/or respondent debarment.

ARTICLE I - INSTRUCTIONS TO RESPONDENTS

1.01 RECEIPT AND OPENING OF BIDS

JAA will receive bids in response to this solicitation until December 6, 2019 at 2:00 PM (local time) to purchase Access Control Supplies (the "Commodity"). Bids will be publicly opened at JAA's Administration Building, 14201 Pecan Park Road, Jacksonville, Florida, at the previously mentioned time and date.

1.02 DELIVERY OF BIDS

One (1) original copy (clearly marked "ORIGINAL"), one (1) copy (each clearly marked "COPY") and One (1) USB Flash Drive or Compact Disk ("CD") containing a copy of the complete original response in Adobe PDF format (including the proposal and all required supplemental material listed on the Bid Form) must be submitted in a sealed package. The package must be labeled to read: "ITB 20-10-17111, December 6, 2019, 2:00 PM (local time)," and must be addressed and delivered to JAA, Attn: Meghan Miles Procurement Department, 14201 Pecan Park Road, Jacksonville, FL 32218.

Each Bid package submitted should clearly show the Respondent's company name on the outside. Facsimile Bids will not be accepted. Subject to JAA's discretion to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent, late bids, as determined by JAA's official bid clock, will not be considered and may be returned to the Respondent as non-responsive. Each Respondent is fully responsible for ensuring that its Bid 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 ITB does not commit JAA to pay costs or expenses of any kind incurred by the various Respondents during bid preparation, submittal or presentations, if any.

1.03 CONTRACT DOCUMENTS

The Contract Documents give the description of the Commodity to be purchased under this solicitation. The required qualifications of Respondents, other technical information, and the term of the contract are also contained in these documents.

1.04 EXAMINATION OF CONTRACT DOCUMENTS AND SPECIFICATIONS

The Respondent is required to carefully examine the technical specifications and intended use of the Commodity to be purchased and all Contract Documents. It will be assumed that the Respondent has investigated and is fully informed of the conditions, the character and quality of the Commodity to be purchased, and of the requirements of the Contract Documents.

1.05 OBLIGATION OF RESPONDENTS

The Respondent must become fully aware of the technical specifications of the solicitation. Failure to do so will not relieve a successful Respondent of its obligation to furnish the Commodity at the price bid and in accordance with the delivery terms of the contract. The Respondent must be familiar and comply with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Commodity and must possess and maintain the requisite license(s) to furnish and provide the same. In addition, the Respondent will be held responsible for having satisfied itself from its own personal knowledge and experience or professional knowledge as to the Commodity to be purchased. Therefore, the Commodity provided in response to this solicitation will have an express warranty of fitness for purpose. The submittal of a Bid will be construed as evidence that all Respondent obligations have been satisfied and no subsequent allowance will be made in this regard.

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

1.06 ADDENDA - CHANGES WHILE BIDDING

No interpretation of the meaning of any part of the ITB 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 submitted in writing and addressed to JAA's Procurement Department, Attn: Meghan Miles. Requests may be transmitted via email, meghan.miles@flyjacksonville.com or US Mail, 14201 Pecan Park Road, Jacksonville, FL 32218. Each Respondent is fully responsible for ensuring that its requests for written interpretations or corrections is timely received, and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method, whether by Email, US Mail, public carrier or otherwise.

All requests must be received by 5:00 PM (local time), November 22, 2019, in order to be given any consideration. All such interpretations and supplemental instructions will be in the form of written Addenda to the Bid Documents, which, if issued, will be posted on the JAA website, www.flyjacksonville.com. However, it is the responsibility of each Respondent, prior to submitting its Bid, to contact JAA Procurement Department at (904) 741-3861 to determine if any Addenda were issued and to make such Addenda a part of its Bid. In case any Respondent fails to acknowledge receipt of any such Addenda in the space provided on the Bid Form, its Bid 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 ITB Documents.

1.07 PREPARATION OF BID

Bids will be submitted in the form, and in the order outlined in the Bid Form. All information must be typed in or legibly printed in ink.

If the Bid 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 Bid as principal. If the Bid 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 Bid is made by a corporation, the Bid 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 BID WILL CONSTITUTE A MATERIAL IRREGULARITY AND WILL RESULT IN THE REJECTION OF THE BID. 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 Florida for doing business in the State of Florida.

1.08 WITHDRAWAL OF BIDS

Any Bid may be withdrawn by written request of the Respondent until the date and time established herein for opening of the Bids. Any Bid not timely withdrawn will, upon opening, constitute an irrevocable offer for a period of 90 days (or until one or more of the Bids have been duly accepted by JAA, whichever is earlier) to furnish the goods and /or services contemplated herein. JAA decision and/or action on bids normally will be taken within 60 days after bid opening; however, no guarantee or representation is made as to the time between the bid opening and the subsequent JAA decision and/or action regarding an award. To the extent negotiations are required and the negotiation and/or award process does not result in an executed contract with the top-ranked Respondent, JAA reserves the right to: (i) initiate the same with the next ranked Respondents until such time as an executed contract results; or (ii) otherwise proceed as permitted pursuant to its Procurement Code.

1.09 RESPONSIBLE RESPONDENT CRITERIA

In considering the responsiveness JAA will examine each timely received bid against the factors listed below. Respondents will address each factor specifically in their Bid.

DJR REV 02.26.19

- A. Bid Price.
- B. Delivery time after receipt of purchase order.
- C. Ability to label each product with the JAA part number provided.

1.10 DISQUALIFICATION OF RESPONDENTS

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

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

1.11 REJECTIONS OF IRREGULAR BIDS

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

1.12 CONFLICT OF INTEREST CERTIFICATE

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

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 LOCAL PREFERENCE PROGRAM

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

The term "Local Business" or "Local Respondent" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in the particular business at issue, which has been in business

and maintained its permanent place of business in the normal market area for a minimum of one (1) year prior to the solicitation release date and has at least three (3) full-time employees living in the normal market area. The JAA's Normal Market Area is Baker, Clay, Flagler, Duval, Nassau, Putnam and St. Johns counties.

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

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

1.15 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. No SBE goal has been determined for this project.

1.16 NON-DISCRIMINATION PROVISIONS

The Respondent generally agrees to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended. The Equal Employment Opportunity Clause in Section 202, paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled Veteran and Veterans of the Vietnam Era, is incorporated herein by a specific reference. The Respondent specifically agrees to comply with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discriminations on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

1.17 BID BOND- NOT APPLICABLE FOR ITB 20-10-17111

1.18 PERFORMANCE BOND- NOT APPLICABLE FOR ITB 20-10-17111

1.19 EVALUATION AND AWARD

JAA reserves the right to accept or reject any or all Bids, in whole or in part. JAA reserves the right to award the ITB to the Respondent submitting a bid which is most advantageous and in the best interests of JAA. JAA reserves the right to award to more than one Respondent. Award will be made to the responsive, responsible Respondent(s) offering the lowest price for goods requested in this ITB.

Tie bids 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 ITB 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. The JAA CEO has final approval authority for any resulting agreement. This ITB is subject to the availability of budgeted funds.

To the practical, the successful Respondent will be given a JAA purchase order within 10 days after notice of award is made, 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.

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

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

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

1.220 PUBLIC MEETING REQUIREMENTS

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

1.21 PROTEST PROCEDURES

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

1.22 TERM OF AGREEMENT

The Contract term will be for an initial one (1) year, with an option to renew for up to four additional years at the sole discretion of JAA and based on vendor performance, annual approved budgeted funds and adherence to all terms and conditions of the Contract Documents.

1.23 EXECUTION OF THE AGREEMENT

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

ARTICLE II - GENERAL CONDITIONS

2.01 **DEFINITIONS**

AUTHORITY – Jacksonville Aviation Authority

 ${f BID}$ – The approved forms on which the Respondent is to submit, or has submitted, its prices for the items requested in the bid.

RESPONDENT – 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 the Commodity, ITB Number 20-10-17111; Respondent's Bid; and any Addenda issued prior to and any Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

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

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

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

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

DAYS – Calendar days unless otherwise specified.

DBE – Disadvantage Business Enterprise.

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

FAA – Federal Aviation Administration.

HERLONG – Herlong Recreational Airport

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

JAA - Jacksonville Aviation Authority

JAX – Jacksonville International Airport

JAXEX – Jacksonville Executive at Craig Airport

JSEB – Jacksonville Small Emerging Business

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

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

PROPOSAL – The approved forms on which the 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 SPECIFICATIONS OF ITEMS

The specifications for the items to be purchased are as detailed in Article IV, TECHNICAL SPECIFICATIONS. JAA reserves the right to request quotes for additional product(s) as needed.

2.03 <u>DEVIATIONS TO SPECIFICATIONS</u>

All deviations from the specifications must be noted in detail by the Respondent, in writing, at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the Respondent strictly accountable to JAA to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above will be grounds for rejection of the material and/or equipment when delivered.

2.04 LEGAL REMEDIES AVAILABLE TO JAA

The Contract that results from this solicitation may be terminated by JAA in accordance with this clause whenever JAA determines that such termination is in the best interest of JAA.

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 Respondent pursuant to this Agreement, or the like predicted in such termination.

The resulting Contract is always subject to availability of budgeted funds.

2.05 INDEMNIFICATION

Any Contract resulting from the ITB 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.

2.06 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.

<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 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."</u>

<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 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.

<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 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.

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

2.07 ACCEPTANCE OF ITEMS

Any portion of the Commodity delivered to JAA not meeting specifications or found to be defective will not be accepted, and will be returned to the vendor at its expense for replacement. As it is impossible for JAA to inspect all items on delivery, signing of the receipt document only verifies the delivery of the Commodity. A reasonable opportunity must be allowed for inspection. Arrangements for the return shipment of any defective portion of the Commodity are the responsibility of the vendor, and will be solely at vendor's expense.

2.08 COMPENSATION

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

2.09 ACH PAYMENT PARTICIPATION ACKNOWLEDGEMENT

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

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

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

2.10 DELIVERY OF ITEMS

The Commodity must be delivered within the agreed upon time. Failure to do so may result in JAA obtaining the Commodity from another source and possible termination of the contract. Any agreement by JAA to waive all or part of delivery must be agreed to in writing by both parties.

Indicate in **Letter E** on the Bid Form if there is a local facility where supplies can be picked up at will call. Indicate in **Letter F** on the Bid Form if delivery of product can be made within seven (7) business days of receipt of purchase order.

2.11 ASSIGNMENT

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

2.12 SAFETY STANDARDS

It is the intent that all specifications are in full and complete compliance with all Federal and State of Florida laws and regulations that apply to the type and class of equipment being provided or services being performed. This includes, but is not limited to, Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) standards, and Florida requirements for external noise control that apply to the type and

class equipment being provided or services being performed. If an apparent conflict exists, the Respondent must contact JAA immediately. In addition, any Federal and State legislation which should become effective regarding equipment safety will immediately become a part of this contract. Respondent will have the option to meet or exceed any such safety standard.

2.13 NO INDIVIDUAL LIABILITY

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

2.14 ARTICLE/SECTION HEADING

The article and section headings contained in this ITB 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 ITB.

2.15 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the Contract, the provisions of JAA's ITB Number 20-10-17111 and Respondent's Bid, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) the Contract; 2) JAA's ITB Number 20-10-17111, 3) Respondent's Bid, and 4) the Purchase Order.

2.16 GOVERNING LAW AND VENUE

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

2.17 NONWAIVER

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

2.18 ENTIRE AGREEMENT

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

2.19 TIME REQUIREMENT

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

2.20 DAMAGES

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

2.21 SUBCONTRACTORS

If Subcontractors are to be used, the Respondent will, as soon as practicable after signing the Contract, notify JAA in writing the names, address and contact information of Subcontractors proposed for the work. Subcontractors will not be employed unless and until they are approved by JAA. The Respondent is as fully responsible to JAA for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. It is the responsibility of the Respondent to ensure that Subcontractors comply with all terms and conditions of this Contract. Nothing contained in the Contract documents creates any contractual relationship between the Subcontractors and JAA. JAA requires that all Subcontractors enter into a formal Contract with the prime Respondent that clearly lists all of the agreed upon conditions. The Respondent shall furnish proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

2.22 PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

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

ARTICLE III - SPECIAL CONDITIONS

3.01 TECHNICAL DOCUMENTATION

The Commodity bid must meet or exceed all minimum conditions and specifications of the ITB. When technical documentation is required by the ITB, its purpose is to demonstrate compliance of the product bid with applicable technical requirements of the ITB and to allow a technical evaluation of the product. Failure to provide the required technical documentation will make the Respondent non-responsive, unless JAA, in its sole discretion and in the best interest of JAA, determines the acceptability of the products offered through technical documentation available within JAA as of the date and time of bid opening. Such authority of JAA will in no way relieve the Respondent from the ultimate responsibility to submit the required technical documentation, nor will any Respondent assume that such documentation is otherwise available to JAA. JAA will not be responsible for the accuracy of the technical documentation in its possession.

3.02 SPECIFICATION EXCEPTIONS, OMISSION, OR ERRORS

Specifications are based on the most current literature available. Respondent must notify JAA in writing, no less than five (5) business days prior to the above-mentioned Bid Opening date and time, of any change, omission, or error in the manufacturers' specifications which conflict with the bid specifications.

3.03 ADVERTISING

Except for an emblem installed by the manufacturer identifying manufacturer and model, no emblem, logo, tag or other device or design promoting the dealer or Respondent may be affixed in any manner to any portion of the Commodity delivered under this ITB.

3.04 **PRICE**

JAA will not accept bids for the Commodity that are higher than the manufacturer's published retail price. If a Respondent's price for the Commodity is found to be higher than the manufacturer's published retail price, the Respondent will be disqualified. If at any time after the contract has been awarded a price is found to be higher than the manufacturer's published retail price, the Respondent will be obligated to refund to JAA the difference between the price charged and the manufacturer's published retail price.

3.05 APPROVED EQUIVALENTS

The term Approved Equivalent is used to allow a Respondent to bid components or equipment that are equal to the components or equipment described in the technical specifications. Approved Equivalents are allowed for this ITB, however, the product must be identical to the product being requested on the Bid Form (Exhibit A). Suggested equivalents, must be submitted via email to meghan.miles@flyjacksonville.com prior to the question and answer deadline on November 22, 2019 at 5:00 PM. Submitted equivalents will be deemed Approved or Denied in an Addendum. Approved Equivalents being quoted must be noted on the Bid Form in the "Approved Equivalents Information" column.

3.06 ACKNOWLEDGMENT OF ORDER

A. Acknowledgment of order must be submitted to JAA via email to JAA within 24 hours from the time the Respondent receives the purchase order.

FAILURE OF THE RESPONDENT TO ACKNOWLEDGE A PURCHASE ORDER WITHIN THE PRESCRIBED TIME MAY RESULT IN THE RESPONDENT BEING DECLARED IN DEFAULT.

B. Acknowledgment of receipt of an order will constitute an agreement by the Respondent to deliver the Commodity listed on the purchase order under the terms and conditions of this contract. Failure of Respondent to acknowledge receipt of a purchase order will be considered acceptance by default and the Respondent will be held responsible for delivering the Commodity requested.

3.07 **DELIVERY**

A. The Commodity should be delivered to JAA, 2259 Cole Flyer Road. Jacksonville, FL 32218.

3.08 ACCEPTANCE

Delivery of the Commodity to JAA does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment will be given only after a thorough inspection indicates that the Commodity meets contract specifications.

Should the delivered Commodity differ in any respect from specifications, payment will be withheld until such time as the Respondent completes necessary corrective action.

JAA Procurement Department will notify the Respondent of any deviation in writing within 10 business days after the delivery and the provisions of this paragraph will prevail. If the proposed corrective action is not acceptable to JAA, JAA may refuse final acceptance of the Commodity, in which case the Commodity will remain the property of the Respondent and JAA will not be liable for payment for the same or any portion thereof. JAA will also not be liable for any damages caused by or to the Commodity.

3.09 DISCREPANCIES AT DELIVERY

When a Commodity requires service or adjustments upon delivery, the Respondent will either remedy the defect or be responsible for reimbursing the manufacturers local authorized dealer or others to remedy the defect. Such service or adjustments will be initiated by the Respondent within forty-eight (48) hours (not including weekends and holidays) after notification by JAA. Delivery will not be considered complete until all service or adjustments are accomplished. The cost of any transportation required will be the responsibility of the Respondent until the Commodity is satisfactorily accepted by JAA.

ARTICLE IV - TECHNICAL SPECIFICATIONS

4.01 GENERAL

JAA intends to purchase Access Control Supplies (the "Commodity). The Bids will be publicly opened at JAA Administration Building, 14201 Pecan Park Road, Jacksonville, FL. The Commodity must be new, not used or a demo, with full manufacturer warranty. The Commodity must meet the minimum acceptable specifications.

4.02 MINIMUM SPECIFICATIONS

The Commodity purchased through this ITB must come with all the standard equipment specified by manufacturer and this ITB.

4.03 CONDITIONS

- A. In addition to equipment specified by this specification, the Commodity will be equipped with all standard equipment as specified by the manufacturer for the model contemplated hereunder, and will meet all Standards Compliance requirements.
- B. The successful Respondent will be responsible for delivering the Commodity in a new, properly serviced, clean and first class operating condition.
- C. A manufacturer's operator manual and maintenance instructions must be delivered with the Commodity.
- D. The Commodity shall be completely assembled and shall have been thoroughly tested, and be ready for operation upon delivery.
- E. The unit covered by this specification will be the manufacturers' latest basic production model and will at a minimum be equipped with all standard equipment in accordance with the manufacturers' latest literature. Respondent must supply a unit that either meets or exceeds all the requirements included in the applicable technical specifications.
- F. The Respondents must clearly substantiate that the Commodity bid meets or exceeds the requirements of these specifications.
- G. JAA hereby reserves the right to consider and evaluate responses to this solicitation in accordance with manufacturers' literature and/or information that is in possession of JAA, if the literature or information supersedes manufacturers' literature or information submitted by the Respondent.
- H. Respondents will be required to provide any information requested on the price sheets, such as manufacturer and model numbers for various components, and failure or refusal to provide the same may result in a bid rejection. All equipment, options, and features provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

ARTICLE V- BID FORM

Respondent's Name:		(Page 1 of 2)
--------------------	--	---------------

CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED

RESPONDENT SHALL SUBMIT ONE (1) ORIGINAL COPY (CLEARLY MARKED "ORIGINAL"), ONE (1) USB FLASH DRIVE OR COMPACT DISK ("CD") AND ONE (1) COPY (EACH CLEARLY MARKED "COPY"). ENVELOPE ONE SHOULD BE LABELED "ORIGINAL AND FLASH DRIVE" AND ENVELOPE TWO SHOULD BE LABELED "COPY".

All prices to be FOB, 2259 Cole Flyer Road. Jacksonville, FL 32218. JAA will not pay any freight transportation, insurance and/or import charges, unless agreed upon in advance.

In order for JAA to consider the qualifications of Respondents for this Project, each Respondent must provide written documentation that it meets the following **Mandatory Minimum Qualifications:**

A.	Bid Price (Exhibit A)
B.	Conflict of Interest Certificate (Exhibit B)
C.	Local Preference Policy Verification Form (Exhibit C)
D.	Product can be labeled with JAA part numbers? Yes No
E.	Location of nearest service facility: Available for Will Call?
F.	Can product be delivered within seven (7) business days after receipt of purchase order:
G.	Addendum Acknowledgement, if applicable
	Acknowledgment of the following Addenda is hereby made:
	Addenda No Date: Respondent's Initial:
H.	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
I.	Acknowledgement of Warranty Acceptance is hereby made: Respondent's Initial:
J.	Acknowledgement Respondent will accept a Purchase Order and invoice JAA:
	Respondent's Initial:
K.	Acknowledgement of ACH Payment acceptance is hereby made:
	Respondent's Initial:
L.	Acknowledgement of Indemnification and Insurance requirements is hereby made:
	Respondent's Initial:

ARTICLE V- BID FORM

Respondent's Name:		(Page 2 of 2)
M. Bidder Certification and	d Signature:	
pertaining to this solicitation Company, that the Bidder is le	dder certifies that the Bidder has read an that the person signing below is an gally authorized to do business in the St ppropriate licenses required for the work	authorized representative of the ate of Florida, and that the Bidder
N. Bid Form Signature:		
FAILURE TO SIGN YOUR BID REJECTION OF THE BID.	WILL CONSTITUTE A MATERIAL IRREC	GULARITY AND WILL RESULT IN
Respondent Name:		
Authorized Agent's Signature:		Date:
Printed Name:	Email:	
Title:		
Respondent is a: [] Corporation	on [] Partnership [] Individual	
Federal Identification Number:		
Remittance Address:		
		· · · · · · · · · · · · · · · · · · ·
		· · · · · · · · · · · · · · · · · · ·
Telephone Number:	Fax Number: _	

EXHIBIT A

ITB 20-010-17111 BID FORM

EXHIBIT B 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

Signature	_	Compa	ny Name	_
Name of Official (type or print)	_	Busine	ss Address	
		City, St	ate, Zip Code	
	SECT	ION II		
	of Interest Statements		employees(s) has a financial in JAA CEO Office, 14201 Pec	
Name	Title or Position		Date of Filing	
Cianatura	_		Company Nama	
Signature	_		Company Name	
Name of Official (type or print)			Business Address	
			City, State, Zip Code	
	SECT	ION III		
PUBLIC OFFICIAL DISCLOSU	IRE			
	or contract is submitted	or at the	a bid, proposal or contract make time that the public official acquere, if applicable, with bid.	
Public Official:			· · · · · · · · · · · · · · · · · · ·	
Position Held:				
Position/Relationship with Resp				
				



EXHIBIT C Local Business Verification Form Normal Market Area (NMA): Baker, Clay, Duval, Flagler, Nassau, Putnam and St. Johns County

		, G ,		
Name of Business:			Nature of Business:	
Physical Address of Business: (not a PO Box)				
Type of Business	Circle One: Corporation	Sole Proprietor	Partnership Oth	er
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:		
If a tie occurs between	ccupational, and Professional en two Local Businesses or Lo me, Date of Hire, City, County formation is correct and I	Licenses. coal Bidders, then you willy and Zip Code for the enunderstand that failure	nployees living in the NMA. to sign this form and a	ny mat
Authorized Agent's Signature:		Da	ate:	
Printed Name:		Title:		
Sworn to and subscribed befo	re me thisday of_	, 2		
By:(Affiant's Pr	inted Name)			
He/She is personally known b		as	s identification	
State of	,e or nao produoca		, identification.	
Notary seal	(Sign	ned by Notary)		
, (g,,)				

(Notary's Printed Name)
My Commission Expiries:

EXHIBIT D

ACH PAYMENT AUTHORIZATION

NO BID FORM

If your company cannot submit a bid at this time, please provide the information requested in the space provided below and return this form to:

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

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

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

City:_____

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. Name of Firm: Signature: Printed Name:_____ Telephone Number: Fax Number: Address: Zip Code:_____ State:_____