



**JACKSONVILLE AVIATION AUTHORITY**

**INVITATION TO BID NUMBER: 12-09-43101**

**VENDING MACHINE SERVICES**



**Jacksonville Aviation Authority  
Procurement Department  
14201 Pecan Park Road, 2<sup>nd</sup> Floor  
Jacksonville, FL 32218  
Office: 904.741.2355**

**Assigned Buyer: Christine Thomas  
Procurement Director: Devin Reed**

## TABLE OF CONTENTS

LEGAL NOTICE .....	Page 3
GENERAL INFORMATION .....	Page 4
ARTICLE I – INSTRUCTIONS TO RESPONDENTS.....	Page 5
ARTICLE II – DEFINITIONS .....	Page 11
ARTICLE III – SCOPE OF SERVICES .....	Page 18
ARTICLE IV – BID FORM .....	Page 20
EXHIBIT A – CONFLICT OF INTEREST CERTIFICATE .....	Page 23
EXHIBIT B – CONTRACT .....	Page 24
EXHIBIT C – REFERENCE FORM .....	Page 25
EXHIBIT D – LOCAL BUSINESS VERIFICATION FORM .....	Page 26
EXHIBIT E – JAA VENDING MACHINE LISTING.....	Page 27
NO PROPOSAL FORM .....	Page 28

## INVITATION TO BID

**Bid Number: 12-09-43101**

### **VENDING MACHINE SERVICES for the JACKSONVILLE AVIATION AUTHORITY**

Bids will be received by the Jacksonville Aviation Authority (JAA) until 2:00 PM (local time), on July 25, 2012, at which time they will be opened at JAA's Administration Building, 2nd Floor, 14201 Pecan Park Road, Jacksonville, Florida, 32218, for vending machine services. The agreement that results from this solicitation will contain a provision that will require the awarded vendor to pay JAA a certain percentage of its gross revenues).

A **MANDATORY** Pre-Bid Meeting will be held at 10:00 AM (local time), July 9, 2012 at the JAA's Administration Building, 14201 Pecan Park Road, Jacksonville, FL 32218. All potential Respondents **MUST** attend this meeting as a prerequisite to the submittal of a Bid. All Bids must be submitted in accordance with Invitation to Bid Number 12-09-43101, which may be obtained after 8:30 AM (local time) on June 19, 2012 from [www.flyjacksonville.com](http://www.flyjacksonville.com), click on bid opportunities.

## **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, 2nd Floor, 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 thirty (30) days after opening, which ever 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.

### **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 July 25, 2012 at 2:00 PM (local time) for the purpose of selecting a company to provide vending machine services (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**

An original and four (4) copies of the Bid and all required supplemental material listed on the Bid Form must be submitted in a sealed package. The package should be labeled to read: "ITB #12-09-43101, Vending Machine Services, July 25, 2012, 2:00 PM (local time)", and must be addressed and delivered to JAA, Attn: Procurement Department, 14201 Pecan Park Road, 2<sup>nd</sup> Floor, Jacksonville, FL 32218.

Each Bid package submitted must 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 will 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 solicitation 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 they are authorized to do business in the State of Florida. 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 **MUST** be in writing addressed to JAA's Procurement Department, 14201 Pecan Park Road, 2<sup>nd</sup> 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 above mentioned Bid Opening date, 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 emailed, mailed or faxed to all known prospective Respondents. However, it is the responsibility of each Respondent, prior to submitting its Bid, to contact JAA Procurement Department at (904) 741-3571 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. 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 Bid. If publications are supplied by a Respondent, the Bid should include reference to a document number and/or page number of that Appendix material. Bids not providing this reference will be considered to have no additional material to be considered during the evaluation process.

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

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. 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 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 ninety (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 sixty (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.

### **1.09 MANDATORY RESPONDENT CRITERIA**

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

- A. The company or the owners of the company must have been primarily in business of providing Vending Machine Services for a minimum of three (3) years immediately prior to the date of the Bid Opening.
- B. Respondent must submit a minimum of four (4) references for which the company successfully provided Vending Machine Services within the past three (3) years.
- C. Certifications / licenses required to perform scope of services.

### **1.10 RESPONSIBLE RESPONDENT CRITERIA**

In considering the responsiveness JAA will examine the following factors. Respondents will address each factor specifically in their Bid (the agreement that results from this solicitation will contain a provision that will require the awarded vendor to pay JAA a certain percentage of its gross revenues).

- A. Bid price
- B. References
- C. Warranty and Maintenance of vending machines

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

### **1.11 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

JAA Executive Director/CEO, via the Procurement Department, and the decision of the Executive Director/CEO will be final.

#### **1.12 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.

#### **1.13 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 MANDATORY PRE-BID MEETING**

To help ensure that all Respondents are fully informed of the requirements for this solicitation, a Pre-Bid Meeting will be held at 10:00 AM (local time), July 9, 2012 at the JAA's Administration Building, 14201 Pecan Park Road, Jacksonville, FL 32218. All potential Respondents **MUST** attend this meeting as a prerequisite to the submittal of a Bid. Respondents are encouraged to submit questions by facsimile in advance of the meeting to the JAA Procurement Department at (904) 741-2350.

#### **1.15 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 the Authority.

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

#### **1.16 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.

#### **1.17 NON-DISCRIMINATION PROVISIONS**

The Respondent 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 BID BOND**

Each Respondent must furnish with its Bid a bid bond or a cashier's check payable to JAA in the amount of **five hundred dollars** (\$500.00 USD) as a surety that the Bid will not be withdrawn for ninety (90) calendar days from date of bid opening. A bid bond must be secured from and executed by a surety duly licensed to do business in the State of Florida. Failure to furnish the bond, including power of attorney, if required, may result in rejection of the Bid.

The bid bond will be returned to the unsuccessful Respondent after the Contract has been approved and awarded.

The bid bond will be returned to the successful Respondent upon JAA final acceptance of the Commodity.

#### **1.19 PERFORMANCE BOND – NOT APPLICABLE**

#### **1.20 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. 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. JAA Executive Director/CEO has final approval authority for any resulting agreement. This ITB is subject to the availability of budgeted funds.

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

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

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

#### **1.21 PROTEST PROCEDURES**

Any Respondent with standing who is adversely affected during this ITB solicitation process may file a Notice of Protest, including all particulars of facts and law on which standing is asserted and on which the protest is based. This notice must be in writing and addressed to JAA, Attn: Procurement Director, 14201 Pecan Park Road, 2<sup>nd</sup> Floor, Jacksonville, FL 32218. A notice of protest shall be filed within five (5) business days after any action taken by JAA's Awards Committee, Executive Director and CEO, or Board. It is the sole responsibility of the firm to determine the date and time any action is taken by JAA.

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

## **1.22 EXECUTION OF THE AGREEMENT**

Within ten (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 ten (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.

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

## ARTICLE II – GENERAL CONDITIONS

### 2.01 DEFINITIONS

**AUTHORITY** – Jacksonville Aviation Authority

**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 Vending Machine Services, ITB Number 12-09-43101”; 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** – The successful Respondent 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.

**GROSS REVENUE** – Aggregate of all charges or other fees charged by Contractor on all sales made by Contractor of food and beverages including all items and revenues of every kind and character derived from, arising out of or payable on account of the business conducted by Contractor at the Airport or from the operations of Contractor under this Agreement, whether for cash or credit, without any deduction for

credit card discounts or credit card services, whether the same shall be paid or unpaid. "Gross Revenues" shall include all gross revenues of Contractor and/or any of its sublessees, assignees, sublicenses, or subcontractors that are doing business from any portion of the Airport premises. "Gross Revenue shall not include: (1) sales tax collection allowance paid the State of Florida to Contractor as compensation for the keeping of prescribed records and the proper accounting and remittance of state sales tax; (2) any charges on a reimbursement basis, as mutually agreed upon by Authority and Contractor; (3) any refunds made by Contractor to customers, because of unacceptable or unsatisfactory goods or services; (6) rebates and volume discounts from manufacturers or distributors; and (7) proceeds from the sale of used equipment by Contractor.

**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.

**MONTHLY GROSS REVENUES** – The aggregate amount of all Gross Revenues of Concessionaire during any month.

**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.

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

## **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 will be for an initial one (1) year period, with four (4), one year renewal options available at the sole option of 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.

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.

## **2.04 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.

## **2.05 INSURANCE**

Any Contract resulting from the solicitation shall include the provisions as outlined in the **Vending Machine Services Concession Agreement, Article 13.**

## **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. 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.
- I. 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 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.
- J. 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.
- K. The Contractors/Subcontractors/Independent Operators employees will not be assisted or accompanied by non-employees during the performance of the Scope of Services.

- L. The Contractor will furnish all equipment and supplies necessary to perform the services of the Contract.
- M. The Contractor is liable for any expense incurred as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- N. 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.
- O. Transition Period – Any Contract resulting from the solicitation shall include the provisions as outlined in the **Vending Machine Services Concession Agreement, Article 11**.

**2.07 WARRANTY – MINIMUM REQUIREMENTS**

- A. Respondent shall provide a minimum of one (1) year warranty on all parts or as provided by the manufacturer, whichever is greater. Any parts/material furnished by the Contractor will have a percentage markup not to exceed the amount as indicated on the Bid Form.
- B. Respondent shall have a minimum of one (1) year warranty on all workmanship once approved by JAA.

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

**2.08 RESPONSIBILITIES OF THE JAA**

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

**2.09 REPORTS**

On or before the 20<sup>th</sup> day of each month during the Term, Contractor shall provide the Authority, a report of Gross Revenues for the preceding month, which shall be segregated by each assigned vending area. Said report shall be on a form provided to Contractor by the Authority and shall be signed by an officer, partner, or other person authorized to sign on behalf of Contractor, and shall be submitted to the Authority accompanied by all payments due thereon.

**2.10 UNPAID FEES**

If Contractor fails to make timely report and payment of any fees, charges and payments due and payable in accordance with the terms of this Agreement within ten (10) calendar days after same shall become due and payable, interest at the maximum rate allowed by law or one and one-half percent per month, whichever is the lesser, shall accrue against the delinquent payment(s) from the date due until the date payment is received by Authority. The foregoing shall in no way be construed as a waiver of any right granted Authority in this Agreement, nor shall this provision be construed to prevent Authority from terminating this Agreement for cause or from exercising any other right or from enforcing any other provision contained herein or provided by law.

**2.11 PAYMENTS**

Payments are required to be made by Contractor under this agreement shall be paid in accordance with the bid price submitted on the Bid Form and shall be payable to:

Jacksonville Aviation Authority  
Attention: Accounts Receivable  
14201 Pecan Park Road  
Jacksonville, FL 32218

## **2.12 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.

## **2.13 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.

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 Respondent until a successful completion of negotiations and execution of a Contract.

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.

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.

## **2.14 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.

## **2.15 SUBCONTRACTORS – NOT APPLICABLE**

## **2.16 PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS – NOT APPLICABLE**

## **2.17 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.

## **2.18 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.

## **2.19 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.

## **2.20 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.

## **2.21 ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of the Contract, the provisions of JAA's ITB Number 12-09-43101 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 12-09-43101; 3) Respondent's Bid; and 4) the Purchase Order.

## **2.22 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.

## **2.23 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.

## **2.24 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.

## **2.25 TIME REQUIREMENT**

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

## **2.26 DAMAGES**

The Respondent acknowledges that it can be compensated adequately by money damages for any breach of the 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.

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

## ARTICLE III – SCOPE OF SERVICES

### 3.01 GENERAL OVERVIEW

The Jacksonville Aviation Authority is seeking a qualified and competent company to provide vending machine services and Money Changers for various locations at the Jacksonville Aviation Authority, Jacksonville International Airport, and the GA Airports (Herlong Airport, Jacksonville Executive at Craig, and Cecil Airport).

### 3.02 SCOPE OF SERVICES

#### PRODUCTS

- A. Products will include snacks, healthy snacks, water/beverages and any other food related items which is agreed upon between the vendor and JAA.
- B. A list of products available for installation in the machines shall be submitted with the bid package.
- C. All products shall be fresh and in proper packaging with an expiration date stamp.
- D. All products that are beyond the printed expiration date shall be removed from the machine.
- E. Products shall be stocked at a minimum of twice a week.

#### MACHINES

- A. Upon the award of contract the vending machine may not be more than five (5) years old.
- B. Copies of the manufacture's brochure of the equipment to be installed shall be submitted post award.
- C. All machines must be capable of accepting U.S. bills and automatic change. It is preferred the machine is capable of debit/credit card sales.
- D. Respondents are requested to submit a list of the type of equipment to be provided.
- E. The vendor shall refund users for all lost funds resulting from machine malfunction within seven (7) calendar days. A method of notification shall be established and posted on all machines.
- F. Vendor shall provide all equipment, labor, and materials required to install the machines at no cost to JAA.
- G. All machines shall be cleaned inside and outside every time the machine is stocked.
- H. A phone number to report problems shall be posted on the machine. Machines shall be repaired within two (2) business days from notification of non-operation.
- I. Machines that have more than three (3) breakdowns in one (1) month shall be replaced.

### **3.03 MONEY CHANGERS**

- A. Respondent shall provide service and scheduled maintenance for two existing money changers located at upper level ticketing and lower level bag claim in the Jacksonville International Airport terminal. The manufacturers of the money changer machines are Hamilton MFG. Corp. and American Changer of Ft. Lauderdale Florida, respectively.
- B. Money changers will be serviced by Vendor every two weeks at minimum and more frequently if so requested by JAA.
- C. Initial funds for the changers will be provided by Vendor and will require, at a minimum, five hundred dollars (\$500.00) worth of quarters in USD for each machine for a total of one thousand dollars (\$1,000.00).
- D. Receipts from the changers will be utilized to replenish the changers.
- E. Vendor will provide and install their locks on the changers.
- F. Changers will remain the property of JAA
- G. Major repairs such as an electrical anomaly, circuit board failure, or overall breakdown of the money changers will be the responsibility of JAA.

### **3.04 LOCATIONS**

A list of all current locations of snack machines is specified in Exhibit E. The JAA and the selected vendor may work together to add locations and move locations as mutually agreed upon. Locations and quantity of machines may be added or deleted at the request of the JAA.

### **3.05 PRICING**

- A. Pricing shall be in line with vending pricing on snacks
- B. Pricing shall be visible at all times.
- C. Vending machines that primarily serve JAA employees, as depicted on Exhibit E with the word "employee," should include a thirty percent (30%) discount in pricing as compared to those prices of products in the other machines.

### **3.06 LICENSES**

As mandated by the State of Florida -FL Statues ("Local Business Tax Act" – Chapter 205, FS) all vending operators must be licensed and name of company and license must be prominently displayed on all vending machines.

### **3.07 PERFORMANCE MEETINGS**

The Contractor is required to attend quarterly 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. The JAA may elect to switch to monthly meeting during the term of the contract period.

**ARTICLE IV – BID FORM**

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

**CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED  
RESPONDENT SHALL SUBMIT ONE (1) ORIGINAL BID AND FOUR (4) 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 Respondent is responsible for carefully reviewing the submittal requirements in the ITB and submits all information requested.

- A. Respondent must submit documentation the company or the owners of the company have been in business of providing Vending Machine Services for a minimum of three (3) years immediately prior to the date of the Bid Opening. **(MANDATORY)**
- B. Respondent must submit a minimum of four (4) references, for which the company successfully Vending Machine Services within the past three (3) years. References to include name, address, phone number, email address and length contract for services. The references should be submitted on the JAA Reference Form, **Exhibit C. (MANDATORY)**
- C. A list of products available for installation in the machines shall be submitted with the bid package. **(MANDATORY)**
- D. Conflict of Interest Certificate (Exhibit A)
- E. Bid Bond (\$500.00)
- F. Addendum Acknowledgement, if applicable

Acknowledgment of the following Addenda is hereby made:  
Addenda No. \_\_\_\_\_ Date: \_\_\_\_\_ Respondent's Initial: \_\_\_\_\_

- G. Drug-Free Workplace Program Certification:
  - a. \_\_\_\_\_ Yes, we have a Drug-Free Workplace Program
  - b. \_\_\_\_\_ No, we do not have a Drug-Free Workplace Program
- H. Acknowledgement of (30%) discount for "employee" machines: Respondent's Initial: \_\_\_\_\_
- I. Bid Form Signature:

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

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

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

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

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

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

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

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

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

**ARTICLE IV– BID FORM**

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

**Award Basis:** *Percentage points will be awarded to the highest responsive Respondent for commission of total gross revenue for Beverage & Snack/Food Sales for initial year.*

**Price**

**1. PRODUCTS**

**A. Snack/Food**

<u>Items</u>	<u>Initial Year</u>	<u>Option YR 1</u>	<u>Option YR 2</u>	<u>Option YR 3</u>	<u>Option YR 4</u>
Candy	_____	_____	_____	_____	_____
Cookies	_____	_____	_____	_____	_____
Crackers	_____	_____	_____	_____	_____
Gum/Mints	_____	_____	_____	_____	_____
Snacks	_____	_____	_____	_____	_____
Large Snacks	_____	_____	_____	_____	_____
Pastry	_____	_____	_____	_____	_____
Sandwich	_____	_____	_____	_____	_____

**B. Beverage**

Can Beverage	_____	_____	_____	_____	_____
Bottle Beverage	_____	_____	_____	_____	_____
Bottle Water	_____	_____	_____	_____	_____
Juice	_____	_____	_____	_____	_____
Other Beverage	_____	_____	_____	_____	_____

**2. COMPENSATION**

**A. Snack / Food Sales:** Percent commission of Gross Monthly Sales to be paid monthly to the JAA

Initial Year \_\_\_\_\_%

Option YR 1 \_\_\_\_\_%

Option YR 2 \_\_\_\_\_%

Option YR 3 \_\_\_\_\_%

Option YR 4 \_\_\_\_\_%

**B. Beverage Sales:** Percent commission of Gross Monthly Sales to be paid monthly to the JAA

Initial Year \_\_\_\_\_%

Option YR 1 \_\_\_\_\_%

Option YR 2 \_\_\_\_\_%

Option YR 3 \_\_\_\_\_%

Option YR 4 \_\_\_\_\_%

**3. Alternate Pricing (Money Changers)**

Initial Year Price per Month \$ \_\_\_\_\_

Option YR 1 \$ \_\_\_\_\_

Option YR 2 \$ \_\_\_\_\_

Option YR 3 \$ \_\_\_\_\_

Option YR 4 \$ \_\_\_\_\_

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

**EXHIBIT A**

**CONFLICT OF INTEREST CERTIFICATE**

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

**SECTION I**

I hereby certify that no official or employee of 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 bid 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 bid.

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

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

Position/Relationship with Respondent: \_\_\_\_\_

**EXHIBIT B**

**CONTRACT**

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

**EXHIBIT C**

**REFERENCE VERIFICATION FORM**

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

**EXHIBIT D**

**LOCAL BUSINESS VERIFICATION FORM**

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

**EXHIBIT E**

**JAA VENDING MACHINE LISTING**

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

**NO BID FORM**

If your firm cannot submit a bid 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 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:

- 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: \_\_\_\_\_