



**JACKSONVILLE AVIATION AUTHORITY**

**REQUEST FOR QUOTATION NUMBER: 1285-44202**

**HIGH POWER LINE REPAIR SERVICES**

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

**Assigned Buyer: Marilyn V. Fryar  
Procurement Director: Devin Reed**

## **General Overview**

Jacksonville Aviation Authority (JAA) is seeking a company to provide high power line repair services on an as-needed basis for all of its airports, which include Cecil Airport, Herlong Recreational Airport, Jacksonville Executive Airport at Craig and Jacksonville International Airport.

## **Scope of Services**

The company shall be responsible for services to include, but are not limited to:

1. Remove debris, including, but not limited to, damaged and/or unused materials and trees, which may have fallen on the power lines. The Contractor is responsible for the disposal of all discarded materials from the work area. All disposals shall be off the JAA property and in accordance with all City, County, State, Federal and Federal Aviation Administration (FAA) regulations for such material.
2. Repair power lines in accordance with all County, City, State and Federal, FAA codes for such repairs.

## **Response Time For Repair Services**

If JAA requests services between 7:00 AM and 5:00 PM (local time), including holidays, the Contractor must respond to the job site within two (2) hours.

If JAA requests services between 5:01 PM and 6:59 AM (local time), including holidays, the Contractor must respond to the job site within four (4) hours.

Holiday hours shall be as follows: New Years Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas).

## **Change in Scope of Services**

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

## **Mandatory Contractor Criteria**

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

1. Contractor must have a minimum of two (2) technicians qualified to perform high power line repairs.
2. Contractor must have a minimum of two (2) technicians qualified to reset a high power switch gear.
3. Contractor must have **all** equipment necessary to perform the high power line repair services, reset a high power switch gear and reach transformers on electrical poles.

If applicable, the Contractor is responsible for providing all parts needed to perform the services. The Contractor will provide JAA a written estimate for all parts needed to make repairs prior to installation of any parts. The Contractor will purchase and install parts when authorized in writing

by JAA. JAA reserves the right to supply the parts and the Contractor will be responsible for the installation of the parts, if applicable.

### **Responsibilities of the Contractor**

1. The Contractor is responsible for the repair or replacement cost of any damage it directly or indirectly caused 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 JAA or its tenants. Failure to report the same within the specified time may be cause for termination of this Contract.
2. The Contractor represents that it is an independent Contractor and not an employee of JAA, nor are any of Contractor's employees performing services in furtherance of this Contract to be considered employees of 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.
4. If applicable, all employees/subcontractors/independent operators of the Respondent assigned to JAA must obtain a JAA Security Badge, at the sole expense of the Respondent. The Respondent will have the sole responsibility of complying with FAA guidelines, including but not limited to, requiring a ten (10) year employment history and background check, issuance and wearing of security badges. Any fines incurred by JAA for violations of any FAA regulations by Respondent employees will be charged to the Respondent, and if not promptly paid by the Respondent may result in termination of the Contract. ***A security badge is not required at this time. However, JAA does not guarantee this requirement will not change during the term of the contract.***
5. In addition to all JAA security rules and regulations, which will be provided to the Contractor at the post award conference, the Contractor will inform their employees, and ensure their compliance with the following:
  - (1) No illegal guns, knives or other weapons are allowed on JAA premises. **Contractor is advised that several of the buildings covered in this solicitation are under Federal control and regulations, and such regulations may provide that no weapons are permitted on the premises.**
  - (2) No drugs or other prohibited substances, including alcohol, are allowed on JAA premises.
  - (3) All building regulations concerning smoking.
6. 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.
7. The Respondents/Subcontractors/Independent Operators employees will not be assisted or accompanied by non-employees during the performance of the Scope of Services.

8. If preventative measures can be performed during the repair, the Contractor shall provide a written recommendation along with a cost estimate. Contractor shall not perform any such preventative services without prior written approval from JAA.

### **Indemnification**

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

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

### **Insurance**

Respondent agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as JAA's review or acceptance of insurance maintained by Respondent is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Respondent under this contract.

**Commercial General Liability:** Respondent agrees to maintain Commercial General Liability at a limit of liability not less than \$2,000,000 Each Occurrence. Respondent further agrees coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability nor Professional Liability.

**Business Automobile Liability:** Respondent agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 (non-AOA access) Each Occurrence. Respondent further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Respondent does not own automobiles, Respondent agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. In the event the Respondent requires AOA access, then the Business Automobile Liability Limit will be not less than \$5,000,000

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

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

**Waiver of Subrogation:** Respondent agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy

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

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

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

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

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

### **Codes and Licensing**

All work performed shall be in accordance with any City, County, State, Federal and Federal Aviation Administration (FAA) codes, rules and regulations. By submitting a Quote in response to this RFQ, Contractor attests to possessing all required licensing for the work contemplated hereunder. 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.

### **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 Prime 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. Prime Contractor will have the option to meet or exceed any such safety standard.

### **Resulting Contract Term**

The resulting 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 JAA. All JAA Contracts are subject to the availability of budgeted funds.

### **Evaluation and Award**

JAA reserves the right to accept or reject any or all Quotes in whole or in part. JAA will be under no obligation or duty to award the resulting Contract to the lowest proposed price and JAA reserves the right to award the resulting Contract to the lowest responsible Respondent submitting a responsive proposal which is most advantageous and in the best interests of JAA.

### **JAA's Right To Terminate The Resulting Contract**

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

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

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

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

The Contract is always subject to availability of budgeted funds.

### **Compensation**

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

No advance payments, deposit or partial payments will be authorized.

### **Addenda**

No interpretation of the meaning of neither any part of the RFQ, nor corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Respondent orally. **Every request for written interpretations or corrections MUST be received no later than September 20, 2012, 5:00 PM (local time)** via US Mail, fax, or e-mail to: Jacksonville Aviation Authority, Procurement Department, Attn: Marilyn V. Fryar, 14201 Pecan Park Road South, Jacksonville, FL. 32218, Fax: 904.741.2350 / E-mail: [marilyn.fryar@flyjacksonville.com](mailto:marilyn.fryar@flyjacksonville.com)

**Deadline For Submitting Quotations**

**ALL QUOTATIONS MUST BE SUBMITTED BY SEPTEMBER 27, 2012, 2:00 PM (LOCAL TIME)**

Subject to JAA's discretion to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Bidder, late bids, as determined by JAA's official bid clock, will not be considered and may be returned to the Bidder as non-responsive. Each Contractor is fully responsible for ensuring that its Quotation 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.

**Delivery Of Quotes**

An original of the proposal and any supplemental material should be submitted via US mail, fax or e-mail to: Jacksonville Aviation Authority, Procurement Department, Attn: Marilyn V. Fryar, 14201 Pecan Park Road South, Jacksonville FL 32218, Email: [marilyn.fryar@flyjacksonville.com](mailto:marilyn.fryar@flyjacksonville.com) / Fax: 904.741.2350.

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**QUOTATION FORM  
HIGH POWER LINE REPAIR SERVICES  
RFQ NO. 1285-44202**

*(Page 1 of 3)*

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

- A. Submit documentation indicating and certifying that Contractor has a minimum of two (2) technicians qualified to perform high power line repairs.
- B. Submit documentation indicating and certifying that Contractor has a minimum of two (2) technicians qualified to reset a high power switch gear.
- C. Submit documentation indicating and certifying Contractor has equipment necessary to perform the high power line repair services, reset a high power switch gear and reach transformers on electrical poles. Contractor should indicate if equipment is own or lease.
- D. References – Submit three (3) references other than JAA for which Contractor has provided the services contemplated herein. The references should be submitted on the Reference Form, **Exhibit B**. Please submit a separate form for each reference, which should include a **valid** contact name, phone number and email address for each reference.

**E. PROPOSED FEES**

***RATES OR A PERCENTAGE INCREASE MUST BE SUBMITTED FOR THE OPTION YEARS, EVEN IF THE SAME AS THE INITIAL YEAR.***

**Initial Year**

Hourly Labor Rate	\$ _____	Per Hour
Overtime Labor Rate	\$ _____	Per Hour
Weekend Rate (Saturday and Sunday)	\$ _____	Per Hour
*Holiday Rate (Please Specify)	\$ _____	Per Hour
Parts Markup Percentage	_____	% Maximum
Trip Charge	\$ _____	
Training	\$ _____	Per Hour
*Other Fees (Please Specify)	\$ _____	

**\*Other Fees:**

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



**QUOTATION FORM  
AVIATOIN FUEL SYSTEM AND TRUCK INSPECTION  
AND MAINTENANCE SERVICES, HERLONG AIRPORT  
RFQ # 1285-44202**

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Company Name: \_\_\_\_\_

**Option Year #4**

Hourly Labor Rate	\$ _____	Per Hour
Overtime Labor Rate	\$ _____	Per Hour
Weekend Rate (Saturday and Sunday)	\$ _____	Per Hour
*Holiday Rate (Please Specify)	\$ _____	Per Hour
Parts Markup Percentage	_____	% Maximum
Trip Charge	\$ _____	
Training	\$ _____	Per Hour
*Other Fees (Please Specify)	\$ _____	

**\*Other Fees:**

\_\_\_\_\_

\_\_\_\_\_

F. Proposal Form Signature:

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

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

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

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

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

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

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

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**EXHIBIT A**

**CONFLICT OF INTEREST CERTIFICATE**

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

**SECTION I**

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

\_\_\_\_\_  
Signature

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

Name	Title or Position	Date of Filing
_____	_____	_____

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Official (type or print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

**SECTION III**

**PUBLIC OFFICIAL DISCLOSURE**

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

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

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

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

**EXHIBIT B**

**REFERENCE FORM**

**HIGH POWER LINE REPAIR SERVICES  
RFQ NO. 1285-44202**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Contact Phone Number: \_\_\_\_\_

Contact Fax Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_  
\_\_\_\_\_

Date Services Performed: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Size of Facility: \_\_\_\_\_ Contract Value: \$ \_\_\_\_\_

*As part of this solicitation, Respondent references are considered very important. As such, JAA will contact and evaluate the responses it receives from each reference provided in response to this solicitation. To the extent contact with proposed references cannot be made or the proposed references indicate a lack of knowledge or awareness of a Respondent, the same will be negatively reflected in JAA's evaluation of Respondent's responsibility or ability to perform the Scope of Work contemplated herein. Therefore, prior to proposing references, Respondents are encouraged to contact those individuals or entities being proposed as references in order to ensure that: (i) their contact information is current and correct; (ii) they are knowledgeable and aware of the issues for which they are being proposed as references; and (iii) they are ready, willing, able and/or permitted to provide the reference information being sought.*

**EXHIBIT C**  
**CONTRACT**

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