



# 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.



**JAX**  
Jacksonville  
International  
Airport



**Cecil**  
Cecil Airport



**Herlong**  
Herlong Recreational Airport



**JAXEX**  
Jacksonville Executive Airport

## **REQUEST FOR PROPOSALS (RFP) No.: 21-09-24001**

***ORACLE EBIZ MAINTENANCE AND SUPPORT SERVICES  
FOR THE JACKSONVILLE AVIATION AUTHORITY***

**JACKSONVILLE INTERNATIONAL AIRPORT – JACKSONVILLE, FL**

**Procurement Administrator: Samantha Smid  
Director of Administration: Devin Reed**

**JAA Department of Procurement 14201 Pecan Park Road, Jax. FL 32218  
Email: [samantha.smid@flyjacksonville.com](mailto:samantha.smid@flyjacksonville.com) (Phone) 904.741.3209**

**REQUEST FOR PROPOSALS**  
**Proposal Number: 21-09-24001**

**ORACLE EBIZ MAINTENANCE AND SUPPORT SERVICES**

**for the**  
**JACKSONVILLE AVIATION AUTHORITY**

In response to recent directives regarding COVID-19 – also known as Coronavirus – and its unforeseen impact upon the Jacksonville Aviation Authority (JAA) and its traveling public, JAA has instituted an electronic solicitation submission process which, as described herein, will be used for this solicitation.

A **Pre-Proposal Meeting** will be held at 11:00 AM (local time), Tuesday, December 15, 2020 via Tele Conference.

- Join by phone toll free call: 1-408-418-938
- Access Code: 132 396 1736 #

Advance notice is not required. To expedite attendance, please email [samantha.smid@flyjacksonville.com](mailto:samantha.smid@flyjacksonville.com) if you plan to attend so that an attendance roster can be prepared.

Questions regarding this proposal must be received by 5:00 PM (local time) on Monday, December 21, 2020 for consideration.

JAA will receive proposals electronically via DemandStar.com until 2:00 PM (local time) on Monday, January 11, 2021.

**HAND DELIVERED, MAILED, FAXED OR EMAILED PROPOSALS WILL NOT BE ACCEPTED.**

To register with Demand Star.com, visit: <https://www.demandstar.com/registration>

For information on how to navigate DemandStar.com, please see **Appendix 4**.

All proposals must be submitted in accordance with Proposal Number 21-09-24001, which may be obtained on Monday, December 7, 2020 from [www.flyjacksonville.com](http://www.flyjacksonville.com) (click on "Bid Opportunities") or DemandStar.com

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.

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## **GENERAL INFORMATION**

### **REQUESTS FOR DISTRIBUTION SHEETS OR PRE PROPOSAL ATTENDANCE SHEETS**

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

### **SUBMISSION OF PROPOSALS**

JAA will receive Proposals electronically via Demandstar.com until 2:00 PM (local time) on Monday, January 11, 2021. Proposals must be uploaded into Demandstar.com E-Bidding System prior to **2:00 PM on Monday, January 11, 2021**.

**HAND DELIVERED, MAILED, FAXED OR EMAILED SUBMISSIONS WILL NOT BE ACCEPTED.**

### **PUBLIC RECORDS REQUIREMENTS**

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

**Alissa Bowles, Revenue Compliance Specialist  
14201 Pecan Park Road  
Jacksonville, Florida 32218  
904.741.3672**

### **REQUESTS FOR PROPOSAL 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) 741-3672. 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.

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

## **ARTICLE I – INSTRUCTIONS TO RESPONDENTS**

### **1.01 RECEIPT AND OPENING OF PROPOSALS**

JAA will receive Proposals for this solicitation until 2:00 PM (local time) on Monday, January 11, 2021 for the purpose of selecting a company to provide Oracle eBiz Maintenance and Support Services (the "Scope of Services"). The Proposals will be publicly opened via Tele-Conference. Join by phone call 1-408-418-9388, access code: 132 303 0776# . Please email [samantha.smid@flyjacksonville.com](mailto:samantha.smid@flyjacksonville.com) if you need assistance.

### **1.02 DELIVERY OF PROPOSALS**

Proposals will be received electronically via DemandStar.com

To register with DemandStar.com, visit: <https://www.demandstar.com/registration>

For information on how to navigate DemandStar.com, please see **Appendix 4**.

All Proposals must be submitted in accordance with RFP No. 21-09-24001, which may be obtained on Monday, December 7, 2020 from [www.flyjacksonville.com](http://www.flyjacksonville.com) (click on "Bid Opportunities") or DemandStar.com

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 the date stamp for upload into DemandStar.com, will not be considered and may be returned to the Respondent as non-responsive. Each Respondent is fully responsible for ensuring that its Proposal is uploaded to DemandStar.com and shall assume the risk of non-delivery or untimely delivery caused by failure to upload by the designated date and time. This RFP does not commit JAA to pay costs or expenses.

### **1.03 CONTRACT DOCUMENTS**

The Contract Documents give the description of the services to be performed under this solicitation. The required qualifications of Respondents, other technical information, and the term of the resulting contract are also contained in these documents. The date, time and location of the receipt and opening of proposals are listed in Article 1.01.

### **1.04 EXAMINATION OF CONTRACT DOCUMENTS**

The Respondent is required to carefully examine the Scope of Services required and the Contract Documents. It will be assumed that the Respondent has investigated and is fully informed of the conditions, the character and quality of services to be performed, and the type of services to be provided, and of the requirements of the Contract Documents.

### **1.05 OBLIGATION OF RESPONDENTS**

The Respondent must fully learn of JAA's requirements for the services to be provided. Failure to do so will not relieve a successful Respondent of its obligation to carry out the provisions of the RFP. The Respondent must be familiar and comply with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the services. In addition, the Respondent will be held responsible for having examined the details of the proposed Scope of Services. The Respondent will use its personal knowledge and experience or professional knowledge as to the character of the proposed services, and any other conditions surrounding and affecting the proposed services. The submittal of a Proposal will be construed as evidence that all 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 PROPOSING**

No interpretation of the meaning of any part of the RFP 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 submitted in writing and addressed to JAA's Procurement Department, Attn: Samantha Smid. Requests **MUST** be transmitted via email to [samantha.smid@flyjacksonville.com](mailto:samantha.smid@flyjacksonville.com). 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 failure to e-mail request by the designated date and time.

**All requests must be received by 5:00 PM (local time) on Monday, December 21, 2020 in order to be given any consideration.** All such interpretations and supplemental instructions will be in the form of a written Addendum to these solicitation documents, which, if issued, will be posted on the JAA website, [www.flyjacksonville.com](http://www.flyjacksonville.com) and [Demandstar.com](http://Demandstar.com). However, it is the responsibility of each Respondent, before submitting its Proposal, to contact JAA's Procurement Department at (904) 741-3209 to find out if any Addenda were issued and to make such Addenda a part of its Proposal. In case any Respondent fails to acknowledge receipt of any such Addenda in the space provided on the Proposal Form, its Proposal will nevertheless be construed as though Addenda has been received and acknowledged. Only the interpretation or correction so given by JAA's 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 these solicitation Documents.

## **1.07 PREPARATION OF PROPOSAL**

The Proposal Form should be submitted with all proposals. All blank spaces on the form must be typed-in or legibly printed in ink. Only the Proposal Form and applicable additional information should be submitted. All documentation submitted with the Proposal should be bound in a single volume.

The emphasis should be on completeness and clarity of content and ease of locating responses to requested information. Any information thought to be relevant, but not applicable to the enumerated Scope of Services, should be provided as an Appendix to the Proposal. If publications are supplied by a Respondent, the Proposal should include reference to a document number and/or page number of that Appendix material. Proposals not providing this reference will be considered to have no additional material to be considered during the evaluation process.

If the Proposal is made by an individual, he or she must sign his or her name therein and state his or her address and the name and address of every other person interested in the Proposal as principal. If the Proposal is made by a firm, partnership or joint venture, the name and address of each member of the firm, partnership or joint venture must be stated. If the Proposal is made by a corporation, the Proposal must be signed by an authorized officer or agent subscribing the name of the corporation with his or her own name. **FAILURE TO SIGN YOUR PROPOSAL WILL CONSTITUTE A MATERIAL IRREGULARITY AND WILL RESULT IN THE REJECTION OF THE PROPOSAL.** Such officer or agent must also state the name of the State under which the corporation is chartered, and the names and business address of the President, Secretary and Treasurer. If applicable, also provide evidence of registration with the Secretary of the State of the State of Florida for doing business in the State of Florida.

## **1.08 WITHDRAWAL OF PROPOSAL**

Any Proposal may be withdrawn by written request of the Respondent until the date and time established herein for the opening of the Proposals. Any Proposal not so withdrawn will, upon opening, constitute an irrevocable offer for 90 days to furnish the services contemplated herein. JAA action on Proposals normally will be taken within 60 days after Proposal opening; however, no guarantee or representation is made as to the time between the Proposal opening and the subsequent JAA decisions and/or action regarding an award. To the extent 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 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 Proposal, and provide written documentation, along with a letter on Respondent's letterhead attesting to the fact that, at the time of Proposal Opening, the Respondent meets the following mandatory requirements:

- A. Respondent shall have provided Oracle EBS functional and technical support for a minimum of five (5) years immediately prior to date of this solicitation.
- B. Respondent shall currently be providing functional and technical support services for Oracle EBS R12.

## **1.10 RESPONSIBLE RESPONDENT CRITERIA**

In considering the responsibility of the Respondents, JAA will examine each timely received proposal against the factors listed below. Respondents must address each factor specifically in their Proposal. JAA reserves the right to reject any and all Proposals, in whole or in part, and to waive any minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent.

This solicitation will be evaluated using the following factors and corresponding maximum available points:

### **SECTION 1: Organizational Capability**

Ability of the Respondent to support the requirements as outlined in the RFP. Specific areas to be evaluated include, but are not limited to, the following:

- a) Staffing
- b) Technical support, such as
  - General environment support, including maintenance of the related operating applications;
  - Application maintenance including application of patches, backups and upgrades;
  - Security and firewall protocols;
  - Performance standards;
  - System monitoring;
- c) Experience of organization and assigned technical resources
- d) Related support processes and work approach
- e) Organizational capability, resource availability, and bench strength
- f) Qualifications and Certifications
- g) Ticket resolution time by ticket priority. As part of your submission please provide the number of tickets, min/max and average ticket resolution time by ticket priority. Data should be presented quarterly for the last 18 months

### **SECTION 2: Fixed Price**

Respondent costs will be evaluated based upon:

- a) Annual/Recurring Cost
- b) Annual/Recurring Costs must not exceed 3% increase per renewal year, although flat costs are preferred.

### **SECTION 3: References**

List all Oracle EBS support customers over the last five (5) years that are generally comparable in size and scope to the proposed support agreement. **This listing should include the name and general description of the business, description of services provided, and name, e-mail address, and telephone number of a contact that would allow verification of satisfactory performance. JAA may contact and evaluate the organizations listed.**

In addition, As part of the original proposal response, Respondents shall also submit three (3) references. All references shall be submitted on the Reference Questionnaire, **Appendix 5**.

**NOTE: THE RESPONDENT SHOULD SEND THE REFERENCE QUESTIONNAIRE TO THREE REFERENCES. JAA WILL ACCEPT THE REFERENCE FORM ONLY FROM THE INDIVIDUAL COMPLETING THE REFERENCE QUESTIONNAIRE. THE REFERENCE FORM SHOULD BE E-MAILED DIRECTLY TO [PROCUREMENT-BIDS@FLYJACKSONVILLE.COM](mailto:PROCUREMENT-BIDS@FLYJACKSONVILLE.COM) WITH THE RFQ NO. 21-09-24001 IN THE SUBJECT LINE.**

Part A: **Mandatory** Minimum Qualifications

Pass or Fail

Part B: Proposal:

Section 1:	Organizational Capability (also includes ability to perform upgrades referenced herein)	45 points maximum
Section 2:	Fixed Price	35 points maximum
Section 3:	References	20 points maximum
	Location (Appendix 6)	5 points maximum

### **PRESENTATIONS (OPTIONAL, 25 POINTS TOTAL):**

If JAA elects to have presentations, the selected firms will be advised of the items to be addressed and associated points prior to the presentation.

JAA reserves the right to request presentations from the top three (3) ranked Respondents, based upon the written proposals received in response to this solicitation, evaluated using Factors 1 through 3, above (JAA reserves the right to increase and/or decrease the number of top scoring Respondents invited to make presentations at its sole discretion). If such presentations are requested, points associated with the following factors will be added to the Respondents scores received for Factors 1 through 3, above:

- (i) Knowledge of JAA needs as it relates to EBS environmental support (Maximum points 10);
- (ii) Approach, processes, and method for supporting the EBS environment (Maximum points 10);
- (iii) Proposed Staff and Experience (Maximum points 5)

This RFP does not commit JAA to pay costs or expenses of any kind incurred by the various Respondents during proposal preparation, submittal, or presentations, if any. The presentation date and time, if applicable, will be scheduled at JAA's convenience.

### **1.11 DISQUALIFICATIONS OF RESPONDENTS**

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

- A. Submission of more than one Proposal for the same work by an individual, firm, partnership or corporation under the same or different names. If a company has more than one division, only one Proposal may be submitted for the same company.
- B. Evidence of collusion amongst 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 scope of services 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 Proposals, and, if found to apply to any Respondent, JAA will notify the Respondent that its Proposal will not be considered for an award of the Contract. The Respondent has five (5) business days after the date of JAA's written notice to appeal in writing JAA's decision.



## **1.12 REJECTIONS OF IRREGULAR PROPOSALS**

Subject to the exercise of JAA's discretion to waive minor irregularities, proposals 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 CONFLICT OF INTEREST CERTIFICATE**

The Respondent must execute either Section 1 or Section II of the Conflict of Interest Certificate, **Appendix 3**, relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of Respondent's proposal.

## **1.14 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.

## **1.15 PRE-PROPOSAL MEETING**

To help ensure that all Respondents are fully informed of the requirements for this solicitation, a Pre-Proposal Meeting will take place at the previously mentioned time, date and place. Respondents are encouraged to submit questions in advance of the meeting to JAA's Procurement Department, Attn: Samantha Smid. Requests **MUST** be transmitted via email to [samantha.smid@flyjacksonville.com](mailto:samantha.smid@flyjacksonville.com). 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 failure to e-mail request by the designated date and time.

A Pre-Proposal Meeting will be held at 11:00 AM (local time), Tuesday, December 15, 2020 via Tele Conference.

- Join by phone toll free call: 1-408-418-938
- Access Code: 132 396 1736 #

## **1.16 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, **Appendix 6**.

### **1.17 DISADVANTAGED BUSINESS ENTERPRISES DBE PARTICIPATION**

It is the policy of JAA to require the inclusion of firms owned and controlled by minorities and women in contract awards and projects whenever feasible. This policy is consistent with the administrative mandate set out by the United States Department of Transportation in the Code of Federal Regulations in Title 49 at the Code of Federal Regulation (CFR) Part 26. While no participation goal was established for the project, DBE participation is encouraged.

### **1.18 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.

### **1.19 EVALUATION AND AWARD**

JAA reserves the right to accept or reject any or all Proposals 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. The JAA CEO has final approval authority for any resulting Contract.

Evaluation factors to be considered are listed in Article 1.10, and will be used to determine the highest ranked Respondent which is the apparent basis for award. Respondents should be sure to address each of these factors. If a Proposal is ranked with a score that is 25 percent lower than the highest ranked Proposal's score, excluding price points, the Proposal, in the discretion of JAA, may be deemed unacceptable to perform the services as requested by the solicitation, and therefore will not be included in the rankings. In evaluating proposals, JAA is under no obligation to contact a Respondent to obtain information required herein.

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.**

### **1.20 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 the JAA Administration Building, 14201 Pecan Park Road, 1<sup>st</sup> Floor, Jacksonville, FL 32218.

## **1.21 PROTEST PROCEDURES**

Any Respondent adversely affected during this RFP solicitation process may file a Notice of Protest, including all particulars of facts and law on which the protest is based. This notice must be in writing and addressed to the JAA, Attn: Procurement Director, 14201 Pecan Park Road, 2<sup>nd</sup> 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 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.

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

## ARTICLE II – GENERAL CONDITIONS

### 2.01 DEFINITIONS

**AOA** – Airport Operations Area

**AUTHORITY** – Jacksonville Aviation Authority

**CECIL** – Cecil Airport

**CONTRACT** – The Contract consists of the document labeled “Specifications for Oracle eBiz Maintenance and Support Services, RFP Number 21-09-24001”; Respondent’s Proposal; and any Addenda issued prior to and any Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

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

**CONTRACT ADMINISTRATOR** – Designated representative(s) of 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 Contractor’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 Respondent is to submit, or has submitted its charges for the services contemplated.

**RESPONDENT** – Any individual, firm or corporation submitting a Proposal for the services contemplated.

**SERVICES** – Everything required to furnishing or performing under this contract document.

**SBE** – Small Business Enterprise.

**TSA** – Transportation Security Administration.

## **2.02 SCOPE OF SERVICES AND CHANGES IN SERVICES**

The services to be provided under this resulting 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. 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 RESULTING CONTRACT TERM**

The resulting Contract term will be for an initial three year term, with an option to renew for up to two additional years at the sole discretion of JAA. The Contract may be terminated at any time with 30 days written notification, with or without cause, by JAA. All JAA Contracts are subject to the availability of budgeted funds.

## **2.04 INDEMNIFICATION**

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

To the fullest extent permitted by law, the 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. By virtue of submitting a proposal in response to this solicitation, Respondent acknowledges and will adhere to this provision if awarded the scope of services contemplated herein.

## **2.05    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 \$1,000,000 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:** This is not required for RFP No. 21-09-24001.

**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 a 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 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.

## **2.06 RESPONSIBILITIES OF THE RESPONDENT**

- A. A mandatory post award conference will be scheduled after the Contract is awarded which is normally held within 10 business days after contract award. The Respondent will furnish the certificates of insurance, copies of licenses, permits and other items required by JAA.
- B. The Respondent will begin the services as described in the Contract upon issuance of a written Notice to Proceed by JAA.
- C. The Respondent 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 Respondent will remain liable for all damages to, or incurred by, JAA caused by the Respondent's negligent performance of any of the services furnished under this Contract.
- E. The Respondent represents that it is an independent Respondent and not an employee of JAA, nor are any of Respondent's employees performing services in furtherance of this Contract to be considered employees of JAA. The Respondent 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 Respondent will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Respondent.
- F. The Respondent will designate in writing a qualified person(s) to act as its representative. The Respondent's Representative(s) will have authority to act for the Respondent in all matters covered by this Contract. The Respondent's Representative(s) will be authorized to submit written estimates and any changes to these estimates, make joint inspections with JAA Inspector at time designated by JAA and will be available to meet with JAA during the working hours of JAA and to answer questions for JAA Inspector and JAA Contracting Officer.
- G. The Respondent 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 JAA Inspector, or payment will only be made for only the original estimated amount.
- H. The Respondent will have a competent Respondent's Representative on the job at all times when services are being performed with full authority from the Respondent and who is satisfactory to JAA. All representatives must be thoroughly familiar with the Contract terms as well as the following:
  - 1. Provide an adequate work force according to Contract requirements.
  - 2. Provide sufficient backup personnel to cover absenteeism or existing work force hours to compensate for absent personnel.
- I. If applicable, all employees/subcontractors/independent operators of the Respondent assigned to Jacksonville International Airport (JAX) 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 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. See **Appendix 8** for JAA form "Application and Certification Official Signature," which contains details on the issuance, replacement, wearing of security badges, as well as listing the disqualifying crimes for which an employee of the Respondent may not be issued a security badge. Any employee of the Respondent found by JAA to have been issued a security badge in violation of FAA guidelines will be required to immediately surrender their badge and be removed from JAA property.



- J. All personnel employed by the Respondent will be competent, trustworthy and properly trained. The Respondent and its employees will be required to comply with all the applicable regulations of JAA. JAA will require the Respondent 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 Respondent employees will have the company name clearly visible with a sign on the side or with an easily readable placard or sign in the front window and will only be parked in designated parking areas. All items brought into the JAX Terminal or moved into security zones must be cleared through the applicable security control checkpoints.

- K. In addition to all JAA security rules and regulations, which will be provided to the Respondent at the post award conference, the Respondent will inform their employees, and ensure their compliance with the following:

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

- L. The Respondent 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 Respondent 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.

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

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

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

- P. The Respondent agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on JAA property at the sole discretion of JAA. This is for the protection of users of the Airport.

## **2.07 WARRANTY – MINIMUM REQUIREMENTS**

Respondent shall have a minimum of one (1) year warranty on all workmanship once approved by JAA.

This RFP and subsequent 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.

In the performance of the Scope of Services under this solicitation, the Respondent and its employees and/or Subcontractors shall exercise the degree of skill and care required by customarily accepted good practices and procedures in the industry. All services under this solicitation are warranted for a period of one year following final acceptance of the services. If any failure to meet the foregoing warranty appears within one year after services are accepted by JAA, the Respondent shall again perform the services directly affected by such failure at the Respondent's sole expense.

## **2.08 RESPONSIBILITIES OF THE JAA**

- A. At the post award conference, JAA will provide a list of personnel, with phone numbers, who are designated as JAA contacts. The list will be updated as necessary.

- B. JAA will promptly notify the Respondent, or his designated representative of any problems encountered during the Contract term and will arrange for a meeting to resolve issues.

## **2.09 COMPENSATION**

Compensation will be paid in accordance with the 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 to: [accountspayable@flyjacksonville.com](mailto: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.

## **2.10 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 **Appendix 9**. 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.

## **2.11 PERMITS AND LICENSES**

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

## **2.12 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 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.

### **2.13 ASSIGNMENT**

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

### **2.14 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.

### **2.15 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.

### **2.16 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.

### **2.17 CHANGES IN PERSONNEL**

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

### **2.18 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.

## **2.19 ARTICLE/SECTION HEADING**

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

## **2.20 ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of the Contract, the provisions of JAA's RFP Number 21-09-24001 and Respondent's Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) the Contract; 2) JAA's RFP Number 21-09-24001, 3) Respondent's Proposal, and 4) the Purchase Order.

## **2.21 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.

## **2.22 NONWAIVER**

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

## **2.23 ENTIRE AGREEMENT**

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

## **2.24 PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Respondents should be aware that the RFP's and the responses hereto are public record. However, the Respondents are requested to identify specifically any information contained in their proposals, which they believe to be exempt from public disclosure, citing specifically the applicable exempting law. JAA will consider a Respondent's opinions regarding the applicability of Chapter 119, Florida Statutes, but shall not be obligated to concur in such opinions, and shall have no liability to a Respondent for making public any information contained in a response hereto. All Proposals received from Respondents in response to the RFP will become the property of JAA and will not be returned to the Respondents. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of JAA.

## **2.25 TIME REQUIREMENT**

For every requirement of this solicitation and the 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 Agreement that may be committed by JAA. The Respondent agrees that no default, act or omission of JAA shall constitute a material breach of the Agreement 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.

## ARTICLE III – SCOPE OF SERVICES

### 3.01 GENERAL OVERVIEW

JAA owns and operates the Jacksonville Airport System which consists of the Jacksonville International Airport serving the commercial passenger and air cargo aviation needs of Northeast Florida and Southeast Georgia; Jacksonville Executive Airport at Craig, serving corporate and general aviation; Herlong Recreational Airport, serving the recreational and sport flyer; and Cecil Airport, ideally suited for major aircraft maintenance, repair and overhaul.

JAA currently utilizes Oracle 12.2.8 to support core financial, procurement, and maintenance functions, hosted in JAA's data center and wishes to enlist the services of a qualified vendor to provide technical and functional support for the current 12.2.8 version of the application on a 24x7x365 basis. This deployment is relatively mature and stable, with minimal customization. JAA uses workflow e-mail notifications and approvals, as well as maintains an external facing interface for iSupplier in a DMZ. The current EBS deployment includes a production instance and several non-production instances that mirror the production environment.

### 3.02 SCOPE OF SERVICES

#### A. The selected vendor will be called upon to provide the following services:

##### 1. **Provide system administration services for the entire technology stack to support the current 12.2.8 environment.**

This includes but is not limited to:

- a. Database Administration Services including performance tuning
- b. Operating Administration and Support of the Operating System
- c. RedHat Linux
  1. Install OS patches and version upgrades to remain on a currently supported platform (compatible with database and EBS version) and remediate security vulnerabilities.
- d. Install database version upgrades to remain on a currently supported platform (compatible with EBS version).
- e. Environment Backups
- f. Disaster Recovery Services, including annual Disaster Recovery testing;
- g. Application Administration and Support; and
- h. Application of Patches, as required
- i. Management of all initialization and configuration parameters
- j. Maintenance of Forms and Web Services
- k. Troubleshooting Applications Technology Stack Components
- l. Troubleshooting Oracle Workflow
- m. Tuning JVM and application components
- n. Maintenance and tuning for Oracle Applications/E-Business Suite Concurrent Managers.
- o. Database space management
- p. Cloning and environment refreshes
- q. Mobile application support
- r. OVM support to include patching, as required

##### 2. **Provide functional support to end users.**

This includes, but is not limited to:

- a. Coordinating with Oracle for resolution of issues.
- b. Coordinating with JAA Point of Contact to resolve functional issues.
- c. Functional Administration such as adding users, printer set-ups, password reset, etc.
- d. Forms errors
- e. Transactions stuck
- f. Workflow issues and approval hierarchy updates
- g. Questions about functionality
- h. Concurrent request errors
- i. Workflow mailer
- j. AP Automation (concurrent manager program and import utility)

3. **Provide technical support to the JAA technical team.**  
This is to ensure support of the integrated applications such as PROPworks, GL Wand or Spreadsheet Server/Excel4Apps. Note that JAA is not asking for the winning Respondent to provide technical support for these applications, only to provide technical support on the Oracle EBS side of related integrations.
4. **System upgrades**  
In the event that JAA upgrades to a newer version of Oracle/EBS, the Respondent is responsible for supporting the new version.

As part of the above services, the vendor will manage JAA Oracle SR's on JAA's behalf, including any new SR's that may be required due to new issues. The vendor will register under the JAA CSI number, so if any issue that is submitted requires an SR with Oracle support, the Vendor can create the related SR and work the details with Oracle support.

## **B. Integrations**

### **1. PROPworks and Oracle Accounts Receivable**

- a) Invoices generated in PROPworks are sent to Oracle AR.
- b) Payment details are sent from Oracle AR to PROPworks.

**2. GL Wand and Oracle:** GL Wand accesses Oracle GL data for reporting and inquiry.

**3. Spreadsheet Server/Excel4Apps and Oracle:** Oracle data are queried and exported to an EXCEL file.

**4. Staples Web Stores and Oracle iProcurement:** Users are able to access the Staples store catalog when entering requisitions in iProcurement.

**5. AP Automation:** This is a concurrent manager program and import utility where JAA loads a staging table in Oracle and the utility loads into Oracle production.

### **Customizations and Extensions:**

A list of customizations can be found in **Appendix 1**.

## **C. Environments**

The following environments are in use at JAA. Additional environments may be created in the future to support upgrade efforts. Non-Production environments must have date of clone and instance indicator in the header.

**1) Production** – Production ONLY

**2) Development** – JAA Production simulated environment to be used for reports, interfaces, customizations and or enhancements

**3) Test** – JAA Production simulated environment to be used for modular and integrated testing activities. Configuration and data in this environment should match the “to-be” production environment. Once live, this environment should be kept updated with live production data. This environment is cloned monthly on the 1<sup>st</sup> of the month.

**4) Sandbox** – Environment for general testing of the application and delivered functionality. Data should simulate the JAA Production environment.

**5) Additional development environments** - as necessary to provide training, testing and support.

## **D. Modules and Number of Users**

The table below provides an estimate of the number of users that access each application. User counts are subject to change as roles and responsibilities are further defined.

APPLICATION_NAME	INQUIRY_ONLY	CORE_USER	TOTAL_COUNT
<b>EXISTING MODULES</b>			
General Ledger	79	21	100
Assets	87	18	105
Oracle iProcurement	0	138	138
Payables	83	293	376
Purchasing	0	312	312
Supplier Scheduling	0	0	0
Receivables	81	23	104
Cash Management	0	17	17
Inventory	0	148	148
Process Manufacturing Product Development	0	1	1
Payments	0	1	1
CRM Foundation	0	10	10
Collections	0	29	29
Work in Process	0	15	15
Cost Management	0	6	6
Advanced Supply Chain Planning	0	1	1
Project Contracts	0	0	0
Human Resources	0	17	17
Grants Accounting	59	17	76
Web Applications Desktop Integrator	0	13	13
Risk Management	0	0	0
Sourcing	0	46	46
Enterprise Asset Management	0	1174	1174
XML Publisher	0	6	6
iSupplier Portal	0	44	44
Internal Controls Manager (Obsolete)	0	7	7
Excel4apps	0	58	58
Financial Intelligence (Obsolete)	0	16	16
Purchasing Intelligence (Obsolete)	0	9	9

**E. Sizing**

JAA's current production Oracle environment has the following sizes:

248GB DB Tier

200GB Apps Tier (Internal 112GB, External 88GB)

660GB Misc. Stage Space

**SERVICE REQUIREMENTS**

**A. System Availability**

The system should be available seven days a week, three hundred-sixty-five days a year during JAA core business hours, which are 4:00 AM through 11:00 PM Eastern time. Planned outages can be scheduled between Friday night to Sunday during non-business hours, or otherwise as approved by JAA.

**B. Backups**

1. Full backups should be taken weekly, with incremental backups daily
2. JAA requires a retention period of four weeks of backups.
3. Offsite backups should be taken daily to a geographically separate location.



**C. Keeping Current**

Respondent must keep operating system and EBS current. All known and identified patches for “bugs”, security issues, etc. within the application, database, or operating system must also be applied and maintained as needed.

**D. System Administration Processes and Change Authorization**

1. Whenever possible, system administration activities impacting the availability or performance of the system must be completed outside of JAA core business hours, which are 4:00 AM through 11:00 PM Eastern time. Planned outages can be scheduled between Friday night to Sunday, however, or otherwise as approved by JAA.

2. JAA will be informed of all activities involving a change to the system. No changes will be carried out without the written authorization from the assigned JAA individual through JAA’s Request for Change process.

**E. Request for Change**

The Respondent will be required to follow JAA's request for change process and all production changes shall be approved by JAA prior to execution. Notification of successful change application must be supplied at the conclusion of the change.

**F. Disaster Recovery Services**

The Respondent will be required to provide disaster recovery services. Failed systems must be restored within 24 hours of disaster occurring providing sufficient hardware is available. Disaster Recovery testing must be completed at least annually. The Respondent will be required to provide a statement of successful disaster recovery testing.

**H. Reporting, Documentation and Performance Meetings**

JAA requires Respondent have the ability to provide reporting and documentation at regular intervals. Reporting intervals shall be monthly for written reports.

Weekly, the vendor shall review with a JAA representative open tickets, and their status and expected resolution. JAA may elect to switch to more or less frequent meetings during the term of the contract period.

Quarterly, “Business Reviews” will be conducted in person or on a web teleconference. JAA may elect to switch to more or less frequent meetings during the term of the contract period. The intention of the meetings is to provide a forum for JAA and the Respondent to identify areas of concern so they can be resolved in a timely manner. Information contained may include, but not be limited to:

- 1) Number and types of incidents responded to, severity, and compliance with Service Level targets.
- 2) Number of and types of changes applied during the reporting period.
- 3) Anticipated future changes based on system de-support dates, patch availability, etc.
- 4) Overall vendor performance
- 5) Upcoming work that may affect the work effort

The vendor shall provide on-line access to some form of ticketing system to create new tickets and review the status of open tickets

**I. Service Level Targets**

JAA is open to negotiating Service Level Targets with the successful Respondent during contract negotiations. However, JAA would like to have the following Service Level Targets:

**Application Availability –**

- SLA - Availability 99.99% - excluding pre-agreed maintenance window.
- Measurement Methodology - If Vendor fails to meet the foregoing availability levels in a given calendar month and such failure was not caused or exacerbated by Customer or any of Customer’s third party suppliers and/or subcontractors, a credit of the monthly service fee will be issued to Customer. Upon

approval of root cause analysis between Customer and Vendor, Vendor will apply credit to next month's invoice.

- Credit % of Monthly Fee - 10%

#### **Response Time High Priority Tickets**

- SLA – For High Priority Tickets during each month, at least 98.5% of the Response Times for High Priority Tickets shall be less than or equal to 2 hours.
- Measurement Methodology – Service Desk ticketing system
- Credit of Monthly Fee - 5%

#### **Response Time Non-High Priority Tickets**

- SLA – For Non-High Priority Tickets during each month, at least **95%** of the Response Times for Non-High Priority Tickets shall be less than or equal to 6 hours.
- Measurement Methodology – Service Desk ticketing system
- Credit % of Monthly Fee - 5%

#### **Ticket Resolution Time**

To be proposed by the vendor, to include, but not limited to, target SLA percentage, ticket priority and user acceptance of solution where appropriate, measurement method, and financial penalty.

#### **Change Implementation Failure**

- SLA – For each failed change implementation during the month.
- Measurement Methodology – Service Desk ticketing system
- Credit % of Monthly Fee - 5%

Please see **Appendix 2** for the JAA Oracle EBS Ticket Summary.

#### **ALTERNATE BID ITEM**

JAA will be interested in proposals that include the following scope. These are optional items, and the respondents' ability and flexibility in this area will be evaluated as part of "Organizational Capacity."

#### **Citrix Remote Support**

JAA currently runs a XenApp / XenDesktop / XenMobile environment. While JAA has a Citrix administrator, the current staffing levels do not allow for 24x7x365 coverage. JAA desires to have a support arrangement to supplement our staff primarily for:

- Nights, weekends, holidays
- Staff vacation coverage
- As an additional technical resource to help JAA staff in the event of a significant or complicated support incident.

#### **Desired services related to Citrix support include (but not limited to):**

- Citrix installations and configuration
- Second level support of client-side installation and configuration
- Software installation of 3rd party applications
- Citrix system management including (but not limited to):
- Add- Move-Changes on printers, users, profiles, etc.
- Tier II/Tier III support when necessary.
- Environmental Management including patching, upgrade assistance, and security of the environment.

#### **Description of XenApp Environment**

- Two ADC (NetScaler) virtual appliances in an HA pair (version 13.0 47.24)
- Two XenMobile servers (version 10.9.0.12)
- Two StoreFront servers (version 7.15 LTSR CU4)
- Two Provisioning servers (version 7.15 LTSR CU5)
- Two Delivery Controllers (version 7.15 LTSR CU5)
- Two ShareFile servers (version 3.2.0.1742)
- Four XenApp 7.15 CU5 servers (plus two maintenance VMs and one test VM)
- Three XenApp 7.6 servers (plus 1 maintenance VM)
- Nineteen provisioned XenDesktop Windows 10 desktops with 2 maintenance

JAA desires a fixed price proposal for this optional item, and the respondent should submit a separate line item on their pricing for this optional item.

### **3.03 CONTRACT**

Respondent must specify if JAA's Contract is acceptable (see, **Appendix 7**). Respondents shall acknowledge acceptance of the Contract on the Proposal Form or by acquiescence through submitting a proposal in response to this solicitation. All noted exceptions to the Contract and all other documents that will need to be executed by JAA must be submitted with the Respondent's proposal.

In the event JAA's Contract is not acceptable, Respondent must submit a written request to have any and all contract provisions or requirements herein addressed pursuant to section 1.06 above.

### **3.04 PERFORMANCE MEETINGS**

The Respondent is required to attend quarterly performance meetings that will be held at a time and place to be designated by JAA. The intention of this meeting is to provide a forum for JAA and the Respondent to identify areas of concern so they can be resolved in a timely manner. JAA may elect to switch to monthly meeting during the term of the contract period.

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## ARTICLE IV – PROPOSAL FORM

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

(Page 1 of 2)

### CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED

**RESPONDENT SHALL UPLOAD INTO DEMANDSTAR THE "PROPOSAL DOCUMENT" THAT CONTAINS ALL REQUIRED DOCUMENTS. PROPOSALS MUST BE UPLOADED INTO DEMANDSTAR.COM E-BIDDING SYSTEM**

The following checklist is provided for convenience. The Respondent is responsible for carefully reviewing the submittal requirements in the RFP and submits all information requested. 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. Mandatory Respondent Requirements (Refer to Article 1.09)**

1. Respondent shall have provided Oracle EBS functional and technical support for a minimum of five (5) years immediately prior to date of this solicitation.
2. Respondent shall currently be providing functional and technical support services for Oracle EBS.

**B. Responsible Respondent Criteria (Refer To Article 1.10)**

- a) Organizational Capability (Maximum 45 points)
- b) Fixed Price (Maximum 35 points)
- c) References (Maximum 20 points)

THE RESPONDENT SHOULD SEND THE REFERENCE QUESTIONNAIRE TO THREE REFERENCES.

JAA WILL ACCEPT THE REFERENCE FORM **ONLY** FROM THE INDIVIDUAL COMPLETING THE REFERENCE QUESTIONNAIRE. THE REFERENCE FORM SHOULD BE E-MAILED DIRECTLY TO [PROCUREMENT-BIDS@FLYJACKSONVILLE.COM](mailto:PROCUREMENT-BIDS@FLYJACKSONVILLE.COM) WITH THE RFP NO. 21-09-24001 IN THE SUBJECT LINE.

**C. Conflict of Interest Certificate (Appendix 3)**

**D. Local Business Verification Form, if applicable. (Appendix 6)**

**E. Addendum Acknowledgement, if applicable**

Acknowledgment of the following Addenda is hereby made:

Addenda No. \_\_\_\_\_ Date: \_\_\_\_\_ Respondent's Initial: \_\_\_\_\_

**F. 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

**G. Acknowledgement of Warranty Acceptance is hereby made: Respondent's Initial: \_\_\_\_\_**

**H. Acknowledgement Respondent will accept a Purchase Order and invoice JAA:**

Respondent's Initial: \_\_\_\_\_

**ARTICLE IV – PROPOSAL FORM**

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

(Page 2 of 2)

I. Acknowledgement of ACH Payment acceptance is hereby made:

Respondent's Initial: \_\_\_\_\_

J. Acknowledgement of Indemnification and Insurance requirements is hereby made:

Respondent's Initial: \_\_\_\_\_

K. Acknowledgement and Acceptance of the JAA Contract is hereby made:

Respondent's Initial: \_\_\_\_\_

**In the event JAA's Contract is not acceptable, Respondent must submit a written request to have any and all contract provisions or requirements herein addressed pursuant to section 1.06 above.**

L. Proposer Certification and 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 PROPOSAL WILL CONSTITUTE A MATERIAL IRREGULARITY AND WILL RESULT IN REJECTION OF THE PROPOSAL.**

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: \_\_\_\_\_

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**APPENDIX 1**  
**CUSTOMIZATIONS AND EXTENSIONS**

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Project ID	Project Name	Project Type	Project Status	Project Manager	Project Sponsor	Project Owner	Project Lead	Project Team	Project Budget	Project Risk	Project Impact	Project Timeline	Project Deliverables	Project Milestones	Project Dependencies	Project Constraints	Project Assumptions	Project Risks	Project Opportunities	Project Challenges	Project Lessons Learned	Project Feedback	Project Review	Project Closure
001	Project Alpha	Software Development	In Progress	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$1,000,000	High	High	2023-01-01	2023-12-31	2023-06-30	2023-09-30	2023-12-31	2023-01-01	2023-01-01	2023-01-01	2023-01-01	2023-01-01	2023-01-01	2023-01-01	
002	Project Beta	Software Development	Completed	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$500,000	Medium	Medium	2023-02-01	2023-05-31	2023-03-15	2023-04-30	2023-05-31	2023-02-01	2023-02-01	2023-02-01	2023-02-01	2023-02-01	2023-02-01	2023-02-01	
003	Project Gamma	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$750,000	Low	Low	2023-03-01	2023-06-30	2023-03-15	2023-04-30	2023-06-30	2023-03-01	2023-03-01	2023-03-01	2023-03-01	2023-03-01	2023-03-01	2023-03-01	
004	Project Delta	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$250,000	Low	Low	2023-04-01	2023-07-31	2023-04-15	2023-05-31	2023-07-31	2023-04-01	2023-04-01	2023-04-01	2023-04-01	2023-04-01	2023-04-01	2023-04-01	
005	Project Epsilon	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$1,250,000	High	High	2023-05-01	2023-08-31	2023-05-15	2023-06-30	2023-08-31	2023-05-01	2023-05-01	2023-05-01	2023-05-01	2023-05-01	2023-05-01	2023-05-01	
006	Project Zeta	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$500,000	Medium	Medium	2023-06-01	2023-09-30	2023-06-15	2023-07-31	2023-09-30	2023-06-01	2023-06-01	2023-06-01	2023-06-01	2023-06-01	2023-06-01	2023-06-01	
007	Project Eta	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$750,000	Low	Low	2023-07-01	2023-10-31	2023-07-15	2023-08-31	2023-10-31	2023-07-01	2023-07-01	2023-07-01	2023-07-01	2023-07-01	2023-07-01	2023-07-01	
008	Project Theta	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$250,000	Low	Low	2023-08-01	2023-11-30	2023-08-15	2023-09-30	2023-11-30	2023-08-01	2023-08-01	2023-08-01	2023-08-01	2023-08-01	2023-08-01	2023-08-01	
009	Project Iota	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$1,250,000	High	High	2023-09-01	2024-02-28	2023-09-15	2023-10-31	2024-02-28	2023-09-01	2023-09-01	2023-09-01	2023-09-01	2023-09-01	2023-09-01	2023-09-01	
010	Project Kappa	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$500,000	Medium	Medium	2023-10-01	2024-03-31	2023-10-15	2023-11-30	2024-03-31	2023-10-01	2023-10-01	2023-10-01	2023-10-01	2023-10-01	2023-10-01	2023-10-01	
011	Project Lambda	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$750,000	Low	Low	2023-11-01	2024-04-30	2023-11-15	2023-12-31	2024-04-30	2023-11-01	2023-11-01	2023-11-01	2023-11-01	2023-11-01	2023-11-01	2023-11-01	
012	Project Mu	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$250,000	Low	Low	2023-12-01	2024-05-31	2023-12-15	2024-01-31	2024-05-31	2023-12-01	2023-12-01	2023-12-01	2023-12-01	2023-12-01	2023-12-01	2023-12-01	
013	Project Nu	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$1,250,000	High	High	2024-01-01	2024-06-30	2024-01-15	2024-02-28	2024-06-30	2024-01-01	2024-01-01	2024-01-01	2024-01-01	2024-01-01	2024-01-01	2024-01-01	
014	Project Xi	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$500,000	Medium	Medium	2024-02-01	2024-07-31	2024-02-15	2024-03-31	2024-07-31	2024-02-01	2024-02-01	2024-02-01	2024-02-01	2024-02-01	2024-02-01	2024-02-01	
015	Project Omicron	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$750,000	Low	Low	2024-03-01	2024-08-31	2024-03-15	2024-04-30	2024-08-31	2024-03-01	2024-03-01	2024-03-01	2024-03-01	2024-03-01	2024-03-01	2024-03-01	
016	Project Pi	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$250,000	Low	Low	2024-04-01	2024-09-30	2024-04-15	2024-05-31	2024-09-30	2024-04-01	2024-04-01	2024-04-01	2024-04-01	2024-04-01	2024-04-01	2024-04-01	
017	Project Rho	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$1,250,000	High	High	2024-05-01	2024-10-31	2024-05-15	2024-06-30	2024-10-31	2024-05-01	2024-05-01	2024-05-01	2024-05-01	2024-05-01	2024-05-01	2024-05-01	
018	Project Sigma	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$500,000	Medium	Medium	2024-06-01	2024-11-30	2024-06-15	2024-07-31	2024-11-30	2024-06-01	2024-06-01	2024-06-01	2024-06-01	2024-06-01	2024-06-01	2024-06-01	
019	Project Tau	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$750,000	Low	Low	2024-07-01	2025-01-31	2024-07-15	2024-08-31	2025-01-31	2024-07-01	2024-07-01	2024-07-01	2024-07-01	2024-07-01	2024-07-01	2024-07-01	
020	Project Upsilon	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$250,000	Low	Low	2024-08-01	2025-02-28	2024-08-15	2024-09-30	2025-02-28	2024-08-01	2024-08-01	2024-08-01	2024-08-01	2024-08-01	2024-08-01	2024-08-01	
021	Project Phi	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$1,250,000	High	High	2024-09-01	2025-03-31	2024-09-15	2024-10-31	2025-03-31	2024-09-01	2024-09-01	2024-09-01	2024-09-01	2024-09-01	2024-09-01	2024-09-01	
022	Project Chi	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$500,000	Medium	Medium	2024-10-01	2025-04-30	2024-10-15	2024-11-30	2025-04-30	2024-10-01	2024-10-01	2024-10-01	2024-10-01	2024-10-01	2024-10-01	2024-10-01	
023	Project Psi	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$750,000	Low	Low	2024-11-01	2025-05-31	2024-11-15	2024-12-31	2025-05-31	2024-11-01	2024-11-01	2024-11-01	2024-11-01	2024-11-01	2024-11-01	2024-11-01	
024	Project Omega	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$250,000	Low	Low	2024-12-01	2025-06-30	2024-12-15	2025-01-31	2025-06-30	2024-12-01	2024-12-01	2024-12-01	2024-12-01	2024-12-01	2024-12-01	2024-12-01	
025	Project A	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$1,250,000	High	High	2025-01-01	2025-07-31	2025-01-15	2025-02-28	2025-07-31	2025-01-01	2025-01-01	2025-01-01	2025-01-01	2025-01-01	2025-01-01	2025-01-01	
026	Project B	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$500,000	Medium	Medium	2025-02-01	2025-08-31	2025-02-15	2025-03-31	2025-08-31	2025-02-01	2025-02-01	2025-02-01	2025-02-01	2025-02-01	2025-02-01	2025-02-01	
027	Project C	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$750,000	Low	Low	2025-03-01	2025-09-30	2025-03-15	2025-04-30	2025-09-30	2025-03-01	2025-03-01	2025-03-01	2025-03-01	2025-03-01	2025-03-01	2025-03-01	
028	Project D	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$250,000	Low	Low	2025-04-01	2025-10-31	2025-04-15	2025-05-31	2025-10-31	2025-04-01	2025-04-01	2025-04-01	2025-04-01	2025-04-01	2025-04-01	2025-04-01	
029	Project E	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$1,250,000	High	High	2025-05-01	2025-11-30	2025-05-15	2025-06-30	2025-11-30	2025-05-01	2025-05-01	2025-05-01	2025-05-01	2025-05-01	2025-05-01	2025-05-01	
030	Project F	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$500,000	Medium	Medium	2025-06-01	2026-01-31	2025-06-15	2025-07-31	2026-01-31	2025-06-01	2025-06-01	2025-06-01	2025-06-01	2025-06-01	2025-06-01	2025-06-01	
031	Project G	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$750,000	Low	Low	2025-07-01	2026-02-28	2025-07-15	2025-08-31	2026-02-28	2025-07-01	2025-07-01	2025-07-01	2025-07-01	2025-07-01	2025-07-01	2025-07-01	
032	Project H	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$250,000	Low	Low	2025-08-01	2026-03-31	2025-08-15	2025-09-30	2026-03-31	2025-08-01	2025-08-01	2025-08-01	2025-08-01	2025-08-01	2025-08-01	2025-08-01	
033	Project I	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$1,250,000	High	High	2025-09-01	2026-04-30	2025-09-15	2025-10-31	2026-04-30	2025-09-01	2025-09-01	2025-09-01	2025-09-01	2025-09-01	2025-09-01	2025-09-01	
034	Project J	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$500,000	Medium	Medium	2025-10-01	2026-05-31	2025-10-15	2025-11-30	2026-05-31	2025-10-01	2025-10-01	2025-10-01	2025-10-01	2025-10-01	2025-10-01	2025-10-01	
035	Project K	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$750,000	Low	Low	2025-11-01	2026-06-30	2025-11-15	2025-12-31	2026-06-30	2025-11-01	2025-11-01	2025-11-01	2025-11-01	2025-11-01	2025-11-01	2025-11-01	
036	Project L	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$250,000	Low	Low	2025-12-01	2026-07-31	2025-12-15	2026-01-31	2026-07-31	2025-12-01	2025-12-01	2025-12-01	2025-12-01	2025-12-01	2025-12-01	2025-12-01	
037	Project M	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$1,250,000	High	High	2026-01-01	2026-08-31	2026-01-15	2026-02-28	2026-08-31	2026-01-01	2026-01-01	2026-01-01	2026-01-01	2026-01-01	2026-01-01	2026-01-01	
038	Project N	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$500,000	Medium	Medium	2026-02-01	2026-09-30	2026-02-15	2026-03-31	2026-09-30	2026-02-01	2026-02-01	2026-02-01	2026-02-01	2026-02-01	2026-02-01	2026-02-01	
039	Project O	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$750,000	Low	Low	2026-03-01	2026-10-31	2026-03-15	2026-04-30	2026-10-31	2026-03-01	2026-03-01	2026-03-01	2026-03-01	2026-03-01	2026-03-01	2026-03-01	
040	Project P	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$250,000	Low	Low	2026-04-01	2026-11-30	2026-04-15	2026-05-31	2026-11-30	2026-04-01	2026-04-01	2026-04-01	2026-04-01	2026-04-01	2026-04-01	2026-04-01	
041	Project Q	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$1,250,000	High	High	2026-05-01	2027-01-31	2026-05-15	2026-06-30	2027-01-31	2026-05-01	2026-05-01	2026-05-01	2026-05-01	2026-05-01	2026-05-01	2026-05-01	
042	Project R	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$500,000	Medium	Medium	2026-06-01	2027-02-28	2026-06-15	2026-07-31	2027-02-28	2026-06-01	2026-06-01	2026-06-01	2026-06-01	2026-06-01	2026-06-01	2026-06-01	
043	Project S	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$750,000	Low	Low	2026-07-01	2027-03-31	2026-07-15	2026-08-31	2027-03-31	2026-07-01	2026-07-01	2026-07-01	2026-07-01	2026-07-01	2026-07-01	2026-07-01	
044	Project T	Software Development	On Hold	Jane Smith	John Doe	Jane Smith	Jane Smith	Jane Smith	\$250,000	Low	Low	2026-08-01	2027-04-30	2026-08-15	2026-09-30	2027-04-30	2026-08-01	2026-08-01	2026-08-01	2026-08-01	2026-08-01	2026-08-01	2026-08-01	
045	Project U	Software Development	On Hold	John Doe	Jane Smith	John Doe	John Doe	John Doe	\$1,250,000	High</														





## APPENDIX 2

### JAA ORACLE EBS TICKET SUMMARY

JAA Oracle EBS Ticket Summary - 6 Months		
<b>Functional Help</b>		<b>79</b>
Application Testing		1
Cash Management		1
EAM		6
Financials		5
General Ledger		2
iExpense		3
Inventory		2
Order Management		1
Payables		12
Projects		1
Purchasing		15
Receivables		1
System Administration		29
<b>Network and Security</b>		<b>1</b>
Network / Host Access		1
<b>Oracle EBS (Database/App)</b>		<b>115</b>
Administrative		10
Applications		9
Approved Change		3
Audit		1
Clone (Full)		8
Database		3
Installation/Setup		1
Maintenance		7
Monitoring alert		57
Password		3
Patch		12
Service outage		1
<b>Systems - Linux/Unix</b>		<b>10</b>
<b>Grand Total</b>		<b>205</b>
Date Range for Ticket Data		
04/01/2020 - 09/30/2020		

## APPENDIX 3

### CONFLICT OF INTEREST

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

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

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

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

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

#### SECTION II

I hereby certify that the following named JAA official(s) and/or employees(s) has a financial interest(s) in this company have filed Conflict of Interest Statements with the JAA 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

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

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

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

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

#### SECTION III

#### PUBLIC OFFICIAL DISCLOSURE

JAA requires that a public official who has a financial interest in a 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: \_\_\_\_\_

**APPENDIX 4**  
**HOW TO NAVIGATE DEMANDSTAR**

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

# Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

**It's EASY!** Get started with these 3 easy steps!

## 1 REGISTER

Go to:

<https://www.demandstar.com/registration>

### Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

☐ I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



## 2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

← Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis Jacksonville Aviation Authority

Narrow down your search by selecting a state and county.

State County

Select State ▼ Select County ▼

☐ City of Metropolis – Board of Commissioners


☐ City of Metropolis Purchasing

☒ Metropolis Technical College

## 3 CHECK OUT

Check out with your **FREE AGENCY**  
Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

You have chosen **Metropolis Technical College** as your free agency.  
Add additional government agencies below for \$25 per County,  
Statewide and National subscriptions available.

My Subscriptions  [0]

Nation (0)

States (0)

Counties (0)

		Your Current Rate
Total	(0 subscriptions)	\$0/year

Proceed to Checkout

→ Skip for Now

**SIGN UP**

Visit [www.demandstar.com](http://www.demandstar.com)



# Responding to an Electronic Bid

5 Step Instructions



# Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name



## Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

TESTBID

Submit

Agency Name

19M01410

Bid Letter

19M01410-01

Bid ID

19M01410-01-001

Bid Type

19M01410-01-001

Broadcast Date

10/01/2019 10:00 PM Eastern

Fiscal Year

2020

Due

10/01/2019 10:00 PM Eastern

Bid Status Text

10/01/2019

Scope of Work

Scope of Work

Documents

Filename	Type	Date Modified	Status
19M01410-01-001	Attachment	10/01/2019	Complete

Distribution Info

Bid Bond

None

Plan (Blueprint)

None

E-Bidding

Yes

Distributed By

19M01410-01-001

Distribution Method

Download and Mail

Distribution Options

Bid has no blueprint associated with it

Project Estimated Budget

1000000.00

Distribution Notes

None

Publications

View Page 1 of 1

Pre-Bid Conference

19M01410-01-001

Commodity Code

19M01410-01-001

Submit E-Bid Proposal

## Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”

If there is not a total bid amount in your submission, please put “0”

Example: a request for qualifications opportunity may not require a bid amount so vendors will input “0” under “Bid Amount”

**DEMANDSTAR** Home > Bids > E-BID > My E-Bid Response

**Bid Details**

Agency Name	Agency (20)
Bid Number	EBID-123456-0-2020/AD
Bid Due Date	02/24/2020 (NST)
Bid Opening	23 days, 04 hours, 23 minutes, 04 seconds Remaining
Bid Name	TESTBID

**E-Bid Progress**

- Contact Information
- Documents Upload
- Review Bid

**E-Bid Response**

**Contact Information**

Company Name	Calgon Carbon Corporation
Address 1	P.O. Box 717
Address 2	Address (optional)
City	Pittsburgh
Country	United States of Ame...
State/Province	Pennsylvania
County	Select...
Postal Code	15230-0717
Phone Number	+12127876410
Extension	Extension (optional)
Bid Amount	127,000
Alternate Bid Amount	Alternate Bid Amount (optional)
Notes	For the full 6 month contract

**Next**

# Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

## TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

The screenshot displays the DEMANDSTAR E-Bid Response interface. The top navigation bar includes links for Home, Bids, Dashboard, Quotes, Activities, Messages, Responses, and a user profile for Robyn Gallard. The main content area is titled "E-Bid Response" and is divided into two sections: "Required Documents" and "Supplemental Documents".

**Required Documents:** This section lists the following documents required for the project: Agency ZLO, EBD-123456-0-2020/AD, 02/23/2020 (PST), 23 days, 4 hours, 11 minutes, 21 seconds, and Remaining. Below this, a table lists the "Agency Accepted File Formats" with columns for "Required Document", "Submission Option", and "Uploaded Document". The table includes formats such as Adobe Acrobat (.PDF), AutoCAD Drawing (.DWG), GIF Image (.GIF), JPEG Image (.JPG), Microsoft Excel (.XLS), Microsoft PowerPoint (.PPT), Microsoft Word (.DOC), Plain Text (.TXT), Rich Text Format (.RTF), and WordPerfect (.WP6).

**Supplemental Documents:** This section allows users to upload additional documents. It includes a "Document Title" field and a "Document Type" dropdown menu. A "Previous" button is located at the bottom left, and a "Next" button is at the bottom right. An "Add Document" button is also present.

# Step 4 continued

## TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

The screenshot displays the 'E-Bid Response' interface. At the top, a blue banner reads 'E-Bid Response'. Below this, the 'Required Documents' section lists various file formats accepted by the agency, including Adobe Acrobat, AutoCAD, JPEG, Microsoft Excel, Microsoft PowerPoint, Microsoft Word, PDF, Plain Text, Run-Time Format, and Zip. A warning message states: 'The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline)'. Below this, the 'Supplemental Documents' section allows users to upload additional documents. It features a table with columns for 'Required Document', 'Submission Option', and 'Uploaded Document'. The table includes rows for 'Service Doc agency2.0', 'References', and 'Misc.'. The 'Service Doc agency2.0' row is checked and has 'Electronic Online' as the submission option. The 'References' row is also checked and has 'Electronic Online' as the submission option. The 'Misc.' row is checked and has 'Online Electronic' as the submission option. A 'Previous' button is located at the bottom left, and an 'Upload' button is at the bottom right.

**Bid Details**

Agency Name: agency2.0  
Bid Number: 6829-1234567-000000  
Bid Due Date: 02/18/2022 12:00 PM  
Bid Opening: 12/18/2022 12:00 PM  
Bid Name: TEST00

**E-Bid Progress**

Contact Information  
Documents Uploaded  
Review Bid

**Required Documents**

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

**Agency Accepted File Formats**

- Adobe Acrobat (\*.pdf)
- AutoCAD Drawing (\*.dwg)
- JPEG Image (\*.jpg)
- Microsoft Excel (\*.xls)
- Microsoft PowerPoint (\*.ppt)
- Microsoft Word (\*.doc)
- PDF (\*.pdf)
- Plain Text (\*.txt)
- Run-Time Format (\*.rtf)
- Zip (\*.zip)

**Supplemental Documents**

You can upload additional documents here.

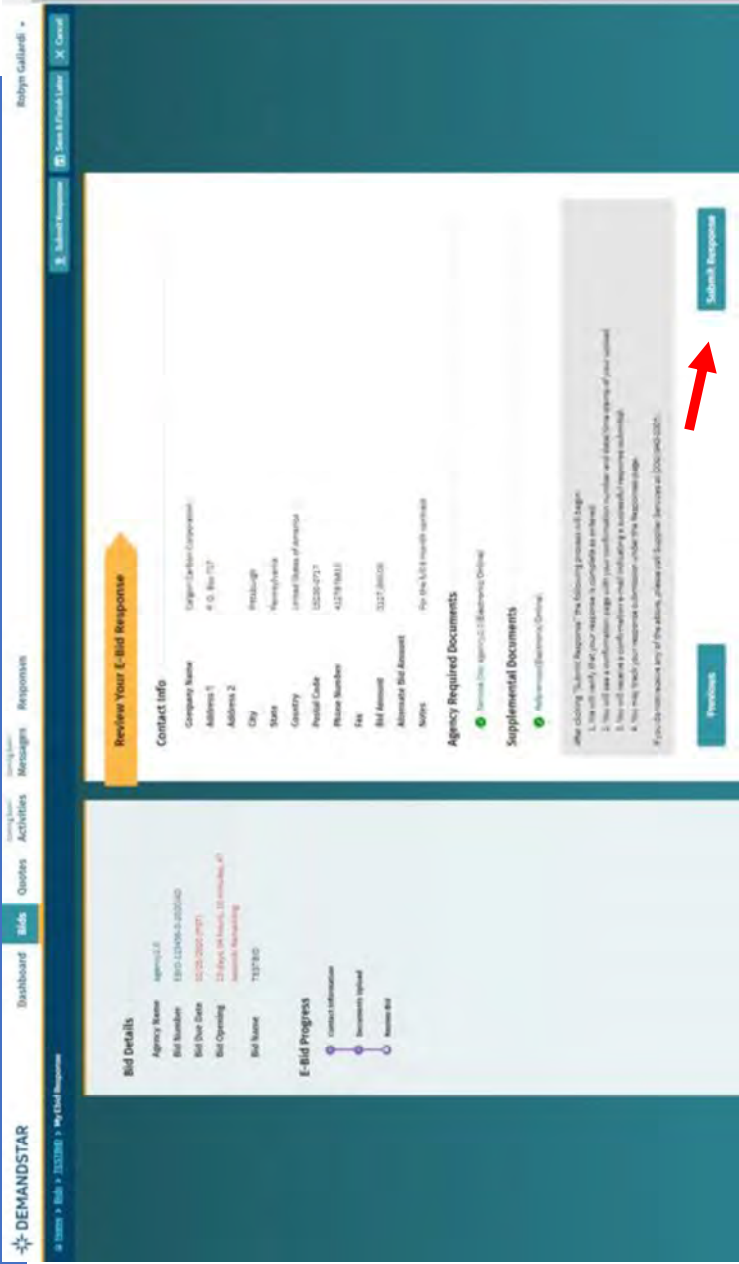
Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic Online	Service Doc agency2.0.pdf
References	Electronic Online	References.pdf
Misc.	Online Electronic	Choose a file

**Previous** **Upload**

# Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you've submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.



## APPENDIX 5

### REFERENCE QUESTIONNAIRE

**RFP NO. 21-09-24001 ORACLE EBIZ MAINTENANCE AND SUPPORT SERVICES**

*(Page 1 of 3)*

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

Reference Name & Company: \_\_\_\_\_

Scope Description: \_\_\_\_\_

Current Annual Cost vs. Contract Cost: \_\_\_\_\_

Proposed Timeline vs. Actual Timeline: \_\_\_\_\_

1. How many employees do you have using Oracle EBS?

<input type="checkbox"/>	1-20
<input type="checkbox"/>	21-100
<input type="checkbox"/>	100 - 500
<input type="checkbox"/>	500 - 1000
<input type="checkbox"/>	1000+

2. How would you describe the services provided?

<input type="checkbox"/>	Very Good
<input type="checkbox"/>	Good
<input type="checkbox"/>	Neutral
<input type="checkbox"/>	Bad
<input type="checkbox"/>	Very Bad

3. How would you characterize the vendor relationship during the contract?

<input type="checkbox"/>	Very Satisfied - Collaborative
<input type="checkbox"/>	Satisfied
<input type="checkbox"/>	Neutral
<input type="checkbox"/>	Dissatisfied
<input type="checkbox"/>	Very Dissatisfied - Contentious

## APPENDIX 5

### REFERENCE QUESTIONNAIRE

#### RFP NO. 21-09-24001 ORACLE EBIZ MAINTENANCE AND SUPPORT SERVICES

**Continued**

**(Page 2 of 3)**

4. How would you rate the vendor resources in terms of knowledge, experience, and availability?

<input type="checkbox"/>	Very Good
<input type="checkbox"/>	Good
<input type="checkbox"/>	Neutral
<input type="checkbox"/>	Poor
<input type="checkbox"/>	Very Poor

5. How satisfied are you with the maintenance and support?

<input type="checkbox"/>	Very Satisfied
<input type="checkbox"/>	Satisfied
<input type="checkbox"/>	Neutral
<input type="checkbox"/>	Dissatisfied
<input type="checkbox"/>	Very Dissatisfied

6. Would you use the services of the respondent again?

<input type="checkbox"/>	I would definitely use their services again.
<input type="checkbox"/>	I would most likely use their services again.
<input type="checkbox"/>	I am undecided on whether I will use their services again.
<input type="checkbox"/>	I will most likely not use their services again.
<input type="checkbox"/>	I would definitely not use their services again.

7. Would you recommend this vendor to others?

<input type="checkbox"/>	Yes, I would recommend this vendor.
<input type="checkbox"/>	No, I would not recommend this vendor.

8. What Version of Oracle EBS are you using?

---

9. Does vendor provide quarterly business reviews?

---

10. How satisfied are you with vendor resolution of issues?

---



## APPENDIX 5

### REFERENCE QUESTIONNAIRE

RFP NO. 21-09-24001 ORACLE EBIZ MAINTENANCE AND SUPPORT SERVICES

*Continued*

*(Page 3 of 3)*

11. What Oracle EBS modules are you using?


Additional Comments or Feedback:

---

---

**NOTE:** THE RESPONDENT SHOULD SEND THE REFERENCE QUESTIONNAIRE TO THREE REFERENCES. JAA WILL ACCEPT THE REFERENCE FORM ONLY FROM THE INDIVIDUAL COMPLETING THE REFERENCE QUESTIONNAIRE. THE REFERENCE FORM SHOULD BE E-MAILED DIRECTLY TO [PROCUREMENT-BIDS@FLYJACKSONVILLE.COM](mailto:PROCUREMENT-BIDS@FLYJACKSONVILLE.COM) WITH THE RFQ NO. 21-09-24001 IN THE SUBJECT LINE.

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 the required reference questionnaires are not received, contact with proposed references cannot be made, or the proposed references indicate a lack of knowledge or awareness of Respondent, the same will be negatively reflected in JAA's evaluation and award of points for this factor. 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 permitted to provide the reference information being sought.

Person Responding to Reference Questionnaire: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

Person's Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

Date Reference Form Was Completed: \_\_\_\_\_

## APPENDIX 6

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

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

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

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

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

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

Printed Name: \_\_\_\_\_, Title: \_\_\_\_\_

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

By \_\_\_\_\_  
(Affiant's Printed Name)

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

Notary seal

\_\_\_\_\_  
(Signed by Notary)

\_\_\_\_\_  
(Notary's Printed Name)

My Commission Expires: \_\_\_\_\_

**APPENDIX 7**

**DRAFT CONTRACT**

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

**C O N T R A C T**  
**B E T W E E N**  
**JACKSONVILLE AVIATION AUTHORITY**  
**A N D**  
**XX**

**THIS CONTRACT** is executed this **XX** day of **XX**, 20**XX** by and between JACKSONVILLE AVIATION AUTHORITY, (JAA or AUTHORITY), and **XX** (“CONTRACTOR”) with its principal office located at **XX**.

**WITNESSETH**

That for the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. JAA issued a Request for Proposal (RFP) No. 21-09-24001 in order to procure a firm licensed, qualified and interested in providing Oracle eBiz Maintenance and Support Services.
2. Contractor submitted its proposal to JAA representing that is capable of providing the necessary services as required by the RFP.
3. In reliance upon Contractor’s representations, JAA selected Contractor as the most qualified to provide the requested service.
4. JAA hereby engages Contractor for the potential performance of the services set forth in the Scope of Services. The services shall be done strictly in accordance with this Contract, the RFP, and all addendums to the RFP (incorporated by reference) and Company’s proposal (incorporated by reference), (collectively, the “Contract Documents”), and, with respect to non-discriminatory laws, statutes and authorities, the Parties incorporate the attached **Appendix “A.”** All of the documents referenced herein are hereby specifically made a part hereof to the same extent as if fully set forth herein.

5. The term of this Contract shall commence on XX, 20XX, and terminate on XX, 20XX, with an option to renew for up to two 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.
6. This is a requirement contract under which Contractor will not perform any work until such time as JAA identifies a need and requests and approves in writing a proposal from Contractor for the same. For any and all projects on which Contractor submits a proposal and receives written notice/approval from JAA to proceed with the same, Contractor shall be compensated as set forth herein and pursuant to the specific project scope of services and Contractor's proposed rates, as may be negotiated between and mutual agreed upon by the Parties. The parties have agreed to the following annual compensation schedule:

CONTRACT TERM	CONTRACT AMOUNT

7. Nothing in this Contract shall be construed as making Contractor an employee, servant or agent of JAA. Contractor shall pursue the Scope of Services under this Contract as an independent contractor, and shall be solely responsible for the method, manner and means to be utilized in performing the Scope of Service, including but not limited to the supervision and compensation of its own personnel.

8. This Contract may be terminated for convenience by the Authority whenever the Authority determines that such termination is in the best interest of the Authority. Such termination will be affected by a 30-day written notice to the Contractor stating the date upon which the termination shall become effective.
9. Unsatisfactory performance by the Contractor may result in immediate cancellation of this Contract.
10. Termination of this 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 Contractor pursuant to this Agreement, or the like predicted in such termination. This Contract is always subject to availability of budgeted funds.
11. The Authority may give the Contractor written notice that there is a material breach of the contract or a written notice to discontinue some or all services under the Contract in the event that:
  - a) The Contractor assigns or subcontracts the Scope of Services without prior written permission;
  - b) Any petition is filed, or any proceeding is commenced by or against the Contractor for relief under any bankruptcy or insolvency laws;
  - c) A receiver is appointed for the Contractor's properties or the Contractor commits any act of insolvency (however evidenced);
  - d) The Contractor makes an assignment for the benefit of creditors;
  - e) The Contractor suspends the operation of a substantial portion of its business;
  - f) The Contractor suspends the whole or any part of the Scope of Services to the extent

- that it impacts the Contractor's ability to meet the Scope of Services schedule, or the Contractor abandons the whole or any part of the Scope of Services;
- g) The Contractor, at any time, violates any of the conditions or provisions of this or any Contract that the Contractor has with the Authority, or fails to perform as specified or is not complying under the same;
  - h) The Contractor attempts to willfully impose upon the Authority items or workmanship that are in the Authority's sole opinion, defective or of unacceptable quality;
  - i) The Contractor breaches any of the representations or warranties;
  - j) The Contractor is determined, in the Authority's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to the Authority;
  - k) There is any material change in the financial or business condition of the Contractor.

12. Neither party will be liable for failure or delay performing obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of either party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of force majeure must be given to the other party no later than 10 business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. JAA may elect to terminate or suspend the Agreement or consider all delivery dates under this Agreement affected by force majeure tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and

deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist, subject to the availability of funds.

13. This Contract constitutes the entire agreement between the parties hereto for the Scope of Services to be performed and furnished by the Contractor hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

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

**Alissa Bowles, Revenue Compliance Specialist  
14201 Pecan Park Road  
Jacksonville, Florida 32218  
904.741.3672**

**REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK**

15. Any notice required to be served under this Contract shall be sent by certified mail, return receipt requested to the following:

For the Authority:

Jacksonville Aviation Authority  
14201 Pecan Park Road  
Jacksonville, Florida 32218  
Attn: Devin Reed, Director of Administration

For the Contractor:

XX  
XX  
XX



Attn: **XX**

**REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE LINES FOLLOW**

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Contract, in duplicate, the day and year first above written.

Attest:

JACKSONVILLE AVIATION AUTHORITY

\_\_\_\_\_  
Name  
Procurement Administrator

\_\_\_\_\_  
Mark VanLoh, CEO, or  
His Designee

\_\_\_\_\_  
(Designee's Name and Title, if applicable)

Attest:

**XX**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Approved as to form for the  
Use of the Jacksonville Aviation Authority.

\_\_\_\_\_  
Devin Reed, Director of Administration

## APPENDIX A

### **REQUIRED TITLE VI PROVISIONS FOR CONTRACTORS:**

1. **Civil Rights – 49 USC § 47123:** Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor and sub tier contractors from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
2. **Nondiscrimination:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, the Contractor, for itself, subcontractors, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree not to participate directly or indirectly in discriminatory activity or any kind and that no person on the ground of race, color, or national origin, will be subjected to discrimination in the execution of this Agreement, including employment practices (see Appendix B of 49 CFR Part 21). With respect to the Agreement, in the event of breach of the above nondiscrimination covenant, the Authority will have the right to terminate the Agreement and to pursue should remedies against Contractor as may be permitted by applicable law.
3. **Title VI and Related Law Compliance:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, Contractor, for itself, subcontractors, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, including but not limited to:
  - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-

Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. **Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.:** All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the above-referenced statute and regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
5. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work required under this Agreement, to be performed under a subcontract, which also includes procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, creed, color, national origin, sex, age, or disability. Contractor will incorporate this Agreement (the Prime Contract) into its subcontract agreements, such that its subcontractors are obligated to Contractor to the same extent Contractor is obligated to JAA under the Prime Contract. However, nothing contained in the Prime Contract creates any contractual relationship between Subcontractor and JAA. Contractor's subcontract agreements shall require its subcontractors to generally agree to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended, as well as those non-discrimination statutes and authorities listed in Paragraph 3, above. For purposes of compliance with this section, Contractor shall furnish documented proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with the above.
6. **Occupational Safety and Health Act of 1970 – 20 CFR Part 1910:** All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its sub-Contractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
7. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession

of another who fails or refuses to furnish the information, the Contractor will so certify to JAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

8. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, JAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) Withholding payments to the Contractor under the contract until the Contractor complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in part.
9. **Incorporation of Provisions:** The Contractor will: (i) include the above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto; and (ii) take action with respect to any subcontract or procurement as JAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request JAA to enter into any litigation to protect the interests of JAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
10. **Veteran's Preference:** In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

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

## **APPENDIX 8**

### **SECURITY REGULATION PACKET**

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



## **JIA ID BADGE APPLICATION PROCESS**

These instructions outline the process to obtain JIA Identification Media for access to the Parking, Sterile, and Secure areas of JIA in accordance with the Jacksonville Aviation Authority Airport Security Plan (ASP) and Code of Federal Regulations **49 CFR Part 1542 and Part 1544 - Airport Security**.

### **STEP 1:**      **Determine who will be the Certifying Officials for your company.**

The Certifying Officials are points of contact between your company and the JIA Access Control Office. These individuals will have signing authority for: JIA ID badge applications, authorize badge replacements, receive correspondence from the Access Control Office and will be responsible for the return of all badges issued to your company. The number of Certifying Officials for a company/agency is limited to three individuals.

### **STEP 2:**      Contact Arayna Hamilton at the JIA Access Control Office to arrange for your designated Certifying Officials to attend a 45 minute Certifying Official Course at the JIA Access Control Office (located in the lower level of the airport terminal). This course will provide instruction on paperwork and procedures that must be completed prior to the acceptance of badge applications for your company and will provide an overview of additional Certifying Official requirements and responsibilities.

***Certifying Officials are subject to a successful completion of :a fingerprint-based Criminal History Record Check (CHRC), Security Threat Assessment (STA), and Security (SIDA) Training prior to the authorization of signing authority for JAX ID badge applications.***

Your designated Certifying Officials will be fingerprinted (CHRC) and their application information will be transmitted to the TSA for a Security Threat Assessment (STA) immediately following Certifying Official Training. Your Company / Agency will be invoiced annually for all badging fees.

### **STEP 3:**      After successful completion of: the CHRC, Security Threat Assessment, and Security Training, the Certifying Official(s) for your company may begin the paperwork and scheduling of new applicants for ID badges. Your company will be notified via email to schedule an appointment for your employees to attend security training.

***The badge will be valid for one year or the length of the contract per the contractor sponsor form you provide (if applicable).*** Badges issued to your company are an airport approved means of positive identification to enter into the Sterile and Secure Areas of JIA. If these badges are not returned within the prescribed time, your company is subject to fines for all badges not returned.

Arayna Hamilton  
Access Control Manager / JAA  
**Phone** (904) 741-3160  
**Fax** (904) 741- 3727  
***arayna.hamilton@flyjacksonville.com***



2400 Yankee Clipper Drive  
Jacksonville, FL 32218

Phone (904) 741—2016

Fax (904) 741—3727

**2 Valid Forms of ID are required:**

1. State issued I.D. or Drivers License with the applicant's photo
2. Current U.S. Passport or SS Card and / INS information (If not born in the U.S.)

## Applicant Information

Last Name	First Name	Middle Name			
Social Security #	Date of Birth	State & Country of Birth			
- -	/ /				
Home Street Address					
City	State	Zip Code			
Phone #	Sex	Height	Weight	Eye Color	Hair Color
( ) -					
Drivers License #	State	License Expiration			
		/ /			

Have you ever been convicted, entered a plea of "nolo - contendere" (no contest) or had adjudication withheld for any felony, misdemeanor, infraction, or any violation of any law? I further agree that within 24 hours, I will report to my employer or the JAA Police Department if I am ever arrested for any crime.

Yes \_\_\_\_ No \_\_\_\_

If yes, additional pages will be provided to list the infractions or violations. A conviction will not necessarily dis-qualify you from consideration for a badge. However, the Jacksonville Aviation Authority may not issue a badge if incorrect, incomplete or false information is provided.

## Company Information

Company Name	Badge Type
	<input type="checkbox"/> Sterile <input type="checkbox"/> Blue <input type="checkbox"/> Red <input type="checkbox"/> White
Company Phone #	Parking Lot Requested
( ) -	<input type="checkbox"/> EMPLOYEE <input type="checkbox"/> SOUTH TERM CO Initials _____

By my signature, I certify that the foregoing information I have provided is true and correct to the best of my knowledge. I also understand my security responsibilities as specified by 49 CFR 1540.105(a) and my JAX ID badge is issued solely for access to Jacksonville International Airport and may be revoked by the Airport without cause, and I may be screened at any time while gaining access to, working in, or leaving a Security Identification Display Area. Failure on my part to notify my employer or the Airport when my JAX ID becomes lost or stolen, or failure to return my JAX ID upon termination of employment, may result in arrest and prosecution as appropriate. 49 CFR 1542.209 (i) imposes a continuing obligation for me to disclose to the airport operator within 24 hours if I am convicted of any disqualifying criminal offense that occurs while I have been granted un-escorted access authority. I further agree that within 24 hours, I will report to my employer or the JAA Police Department if I am ever arrested for any crime.

Applicant Signature	Date



## Prohibited Crimes

In compliance with Transportation Security Administration (TSA) and Jacksonville International Airport (SIDA) Regulations, applicants for a JAX ID Badge must successfully complete a Criminal History Records Check (CHRC) before a JAX ID Badge allowing un-escorted access to the restricted or public areas is granted. If an applicant has been convicted of one or more of the following crimes within the last 10 years, the JAX ID Badge application will be denied. JAA has the right to deny a badge for reasons other than those listed below.

- (1) Forgery of certificates, false marking of aircraft, and other aircraft registration violation; 49 U.S.C. 46306.
- (2) Interference with air navigation; 49 U.S.C. 46308.
- (3) Improper transportation of a hazardous material; 49 U.S.C. 46312.
- (4) Aircraft piracy; 49 U.S.C. 46502.
- (5) Interference with flight crew members or flight attendants; 49 U.S.C. 46504.
- (6) Commission of certain crimes aboard aircraft in flight; 49 U.S.C. 46506.
- (7) Carrying a weapon or explosive aboard aircraft; 49 U.S.C. 46505.
- (8) Conveying false information and threats; 49 U.S.C. 46507.
- (9) Aircraft piracy outside the special aircraft jurisdiction of the United States; 49 U.S.C. 46502(b).
- (10) Lighting violations involving transporting controlled substances; 49 U.S.C. 46315.
- (11) Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements; 49 U.S.C. 46314.
- (12) Destruction of an aircraft or aircraft facility; 18 U.S.C. 32.
- (13) Murder.
- (14) Assault with intent to murder.
- (15) Espionage.
- (16) Sedition.
- (17) Kidnapping or hostage taking.
- (18) Treason.
- (19) Rape or aggravated sexual abuse.
- (20) Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
- (21) Extortion.
- (22) Armed or felony unarmed robbery.
- (23) Distribution of, or intent to distribute, a controlled substance.
- (24) Felony arson.
- (25) Felony involving a threat.
- (26) **Felony involving—**
  - (i) Willful destruction of property;
  - (ii) Importation or manufacture of a controlled substance;
  - (iii) Burglary;
  - (iv) Theft;
  - (v) Dishonesty, fraud, or misrepresentation;
  - (vi) Possession or distribution of stolen property;
  - (vii) Aggravated assault;
  - (viii) Bribery; or
  - (ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year.
- (27) Violence at international airports; 18 U.S.C. 37.
- (28) Conspiracy or attempt to commit any of the aforementioned criminal acts.

By my signature I acknowledge that I have read the list of disqualifying crimes and certify that I have never been convicted or found to be not guilty by reason of insanity of any of the above crimes. I understand that in accordance with 49 CFR 1542.209, the Transportation Security Administration (TSA) has determined that a withheld adjudication (court did not pronounce guilt or innocence), whether through a guilty plea or a plea of nolo-contendere (no contest) is considered a conviction for un-escorted access to the restricted and public areas of JIA. I agree that I may be screened at any time while gaining access to, working in, or leaving a Security Identification Display Area and if the Airport receives a directive from the TSA, or a modification to TSA regulations, my access to the restricted areas and public areas may be revoked. I further acknowledge that within 24 hours I will report to my employer or the JAA Police Department if I am ever arrested for any crime.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

## Citizenship Statement

<b>Other Names Used (Maiden Name and/or Alias Names)</b>		<b>Current Residence (Including City, State and Zip Code)</b>	
<b>Date of Birth</b>	<b>Country of Birth</b>	<b>Country of Citizenship</b>	
I attest, under penalty of perjury, that I am (check <u>one</u> of the following):			
<input type="checkbox"/> <b>A Citizen of the United States *</b> <input type="checkbox"/> <b>A Lawful Permanent Resident **</b> <input type="checkbox"/> <b>An Alien with work authorization ***</b>			
<b>*All U.S. Citizens Must Complete This Section Completely.</b>			
United States Citizenship: <input type="checkbox"/> By Birth <input type="checkbox"/> By Naturalization <input type="checkbox"/> By Other (Specify) _____			
If you are a United States citizen by any means other than birth, you must provide an original Naturalization Certificate.			
<b>**All Lawful Permanent Residents Must Complete This Section and Provide an Original Permanent Resident Card With Application.</b>			
Alien Registration Number: <b>A</b> _____			
<b>*** All Aliens With Work Authorization Must Complete This Section and Provide Original Employment Authorization Document (EAD) Card.</b>			
Employment Authorization Document Number: _____ Expiration Date: _____			
"I understand that federal law provides for imprisonment and/or fines for falsely claiming to be a United States citizen, or for making false statements, or for using false documents in connection with the completion of this form."			
<b>Signature</b>		<b>Date</b>	

"I authorize the Social Security Administration to release my Social Security Number and full name to the Transportation Security Administration, Intelligence and Analysis (IA), Attention: Aviation Programs (TSA-10)/Aviation Worker Program, 601 South 12th Street, Arlington, VA 20598.

I am the individual to whom the information applies and want this information released to verify that my SSN is correct. I know that if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.

"The information I have provided is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement can be punished by fine or imprisonment or both (see Section 1001 of Title 18 of the United States Code)."

### The Privacy Act of 1974 5 U.S.C. 552a(e)(3)

#### Privacy Act Notice

**Authority:** 6 U.S.C. § 1140, 46 U.S.C. § 70105; 49 U.S.C. §§ 106, 114, 5103a, 40103(b)(3), 40113, 44903, 44935-44936, 44939, and 46105; the Implementing Recommendations of the 9/11 Commission Act of 2007, § 1520 (121 Stat. 444, Public Law 110-53, August 3, 2007); FAA Reauthorization Act of 2018, § 1934(c) (132 Stat. 3186, Public Law 115-254, Oct 5, 2018), and Executive Order 9397, as amended.

**Purpose:** The Department of Homeland Security (DHS) will use the biographic information to conduct a security threat assessment. Your fingerprints and associated information will be provided to the Federal Bureau of Investigation (FBI) for the purpose of comparing your finger-prints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems including civil, criminal, and latent fingerprint repositories. The FBI may retain your fingerprints and associated information in NGI after the completion of this application and while retained, your fingerprints may continue to be compared against other fingerprints submitted to, or retained by NGI. DHS will also transmit your fingerprints for enrollment into US-VISIT Automated Biometrics Identification System (IDENT). If you provide your Social Security Number (SSN), DHS may provide your name and SSN to the Social Security Administration (SSA) to compare that information against SSA records to ensure the validity of the information.

**Routine Uses:** In addition to those disclosures generally permitted under 5 U.S.C. 522a(b) of the Privacy Act, all or a portion of the records or information contained in this system may be disclosed outside DHS as a routine use pursuant to 5 U.S.C. 522b(b)(3) including with third parties during the course of a security threat assessment, employment investigation, or adjudication of a waiver or appeal request to the extent necessary to obtain information pertinent to the assessment, investigation, or adjudication of your application or in accordance with the routine uses identified in the TSA System Of Records Notice (SORN) DHS/TSA 002, transportation Security Threat Assessment Sys-tem. For as long as your fingerprints and associated information are retained in NGI, your information may be disclosed pursuant to your consent or without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses.

**Disclosure:** Pursuant to § 1934(c) of the FAA Reauthorization Act of 2018, TSA is required to collect your SSN on applications for Secure Identification Display Area (SIDA) credentials. For SIDA applications, failure to provide this information may result in denial of a credential. For other aviation credentials, although furnishing your SSN is voluntary, if you do not provide the information requested, DHS may be unable to complete your security threat assessment.

Signature \_\_\_\_\_

Date of Birth \_\_\_\_\_



Print Full Name \_\_\_\_\_

Social Security Number \_\_\_\_\_

## Certifying Official Information

Name	Company
Phone Number	Title

## Access Investigation Certification

Air Carrier	Non Air Carrier
<p>As an authorized representative of a U.S. certified Air Carrier subject to <b>49 CFR 1544</b>, in accordance with the Aircraft Operator Standard Security Program and the Airport Security Program Participant Manual of the Jacksonville International Airport, by my signature</p> <p><b>I certify that:</b></p> <p>The applicant's identity has been verified through two forms of identification, one that bears the applicant's photograph. The applicant has completed this application that includes: full name, address, and aliases or nicknames.</p> <p>In compliance with <b>49 CFR 1544.229</b> this applicant has successfully completed an access investigation based on a Criminal History Records Check (CHRC) and will be continuously monitored via the FBI Rap Back Program.</p> <div style="text-align: center; margin-top: 40px;">  </div> <p style="text-align: center;"><b>Certifying Official Initials</b></p>	<p>As an authorized representative of the company named above, subject to <b>49 CFR 1542</b>, the Jacksonville International Airport Security Program and as a current participant in good standing, by my signature <b>I certify that:</b></p> <p>The applicant's identity has been verified through two valid forms of identification, one that bears the applicant's photograph. The applicant has completed this application that includes: full name, address and aliases or nicknames.</p> <p>I have also informed this applicant that he / she will be subject to a Criminal History Records Check (CHRC) for convictions during the previous 10-year period of the crimes listed in this application and that they will be continuously monitored via the FBI Rap Back Program.</p> <div style="text-align: center; margin-top: 40px;">  </div> <p style="text-align: center;"><b>Certifying Official Initials</b></p>

By my signature I hereby acknowledge responsibility for any FAA and/or TSA fines levied against the Jacksonville Aviation Authority which were caused by the failure of one of our employees to adhere to the **Airport Security Plan and 49 CFR 1540.105(a)**. I understand that I am responsible for returning the JAX ID badge to the JIA Access Control Office when no longer needed by this employee. The requirements of the **JIA Airport Security Plan** and the provisions of **49 CFR PART 1542.209 and PART 1544.229** will continue to be complied with.

I certify that a copy of this application will remain on file with my company and will be maintained for **180 days** after termination of the individual's access privileges. Upon the employee's termination, it is my company's responsibility to notify the Airport Communications Center within **24 hours** of termination and return the badge immediately to the Access Control Office. If the badge is not returned to the Access Control Office in the prescribed time, my company will pay the unrecoverable badge fee of **\$200**.

I attest that this applicant has an employment-related need to have un-escorted access to the restricted areas of Jacksonville International Airport and to operate a vehicle on the AOA / RAMP (if applicable). I agree to provide immediate notification to the Airport when: **a)** the badge holder's access authority has been revoked or limited; **b)** the badge holder's access media has been lost or stolen **c)** any representative of our organization becomes aware that the Access Control System or a component of the system has been compromised or threatened through any means in accordance with **49 CFR 1540.105(a)** standards. Further, I acknowledge responsibility of our organization for any penalties assessed against the Airport which may result from a badge holder's or our organization's failure to comply with the Airport Security Program, or any other applicable rule, regulation, or directive.

Certifying Official Signature	Date



Jacksonville International Airport  
Jacksonville Executive Airport at Craig  
Herlong Recreational Airport  
Cecil Commerce Center

# Certifying Official Training

The purpose of this course is to train you on the JIA badging process in accordance Transportation Security Administration (TSA) regulations and the JIA Airport Security Program. It is imperative that Certifying Official(s) understand these requirements and responsibilities. The success of the JIA Airport Security Program is dependent upon your active participation and cooperation.

Certifying Officials must be in comply with **49 Code of Federal regulations (CFR) Parts 1542 and Part 1544** and all applicable transportation security directives. The procedures and requirements for Certifying Officials are governed and monitored by the Transportation Security Administration (TSA). Failure to meet these requirements can result in penalties and fines for the company/agency and Jacksonville International Airport.

## **Access Control Office Requirements & Company Responsibilities**

1. Each company/agency must designate a minimum of 2 Certifying Officials Official. The Certifying Official is the primary point of contact between your company/agency, the JIA Access Control Office, and the TSA.
2. All potential Certifying Officials must attend Certifying Official Training that is coordinated through the airport's Access Control Office.
3. Based on the nature of work to be performed by your company/agency, the Access Control Office will direct you on: the necessary forms for badging, level of access required and applicable fees to be paid to the JIA Finance Department.

For questions regarding this process contact:

### **JIA Access Control Office**

Phone (904) 741-2016

Fax (904) 741-3727

### **Office Hours:**

Monday thru Thursday

7:00am-5:00pm

**Friday - CLOSED**

### **Schedule Appointments Online:**

<https://booknow.appointment-plus.com/yr3kkb2m/>

# D R A F T

**YOUR COMPANY LETTERHEAD**  
**Sample Certifying Official Signature Letter**  
**Letter must include verbiage below**

**TODAY'S DATE**\_\_\_\_\_

**JAA Airport Public Safety and Security  
Jacksonville Aviation Authority  
14201 Pecan Park Road  
Jacksonville, FL 32218**

**The names below are authorized to sign as a Certifying Official for Jacksonville International Airport Access Badge Applications, JAX ID badge replacement letters and JAX ID badge renewal forms in accordance with the JIA Security Program and 49 CFR Part 1542 or 49 CFR Part 1544 where applicable.**

**This company assumes responsibility for any Federal Aviation Administration and/or Transportation Security Administration fines levied against the Jacksonville Aviation Authority which may be caused by the failure of our employee(s) to adhere to the JIA Security and 49 CFR 1540.105(a).**

**49 USC 46301(a) (6) FAILURE TO COLLECT AIRPORT SECURITY BADGES. Notwithstanding paragraph (1), any employer (other than a governmental entity or airport operator) who employs an employee to whom an airport security badge or other identifier used to obtain access to a secure area of an airport is issued before, on, or after the date of enactment of this paragraph and who does not collect or make reasonable efforts to collect such badge from the employee on the date that the employment of the employee is terminated and does not notify the operator of the airport of such termination within 24 hours of the date of such termination shall be liable to the Government for a civil penalty not to exceed \$10,000.**

**No other signatures are to be honored. We will notify you in writing if for any reason the individuals listed below change.**

_____	_____	_____	_____
<b>Name</b>	<b>Title</b>	<b>Signature</b>	<b>Phone #</b>
_____	_____	_____	_____
<b>Name</b>	<b>Title</b>	<b>Signature</b>	<b>Phone #</b>
_____	_____	_____	_____
<b>Name</b>	<b>Title</b>	<b>Signature</b>	<b>Phone #</b>



## Acceptable Forms of ID for Application

**\*A valid Driver's License or State ID is Required as the Primary Form of Identification for the JAA Application**

The second form provided must be one of the following:	
Those born in the U.S. Must Provide:	Those <b>NOT BORN</b> in the U.S. Must Provide:
Social Security Card	Current U.S. Passport or Passport card
Current U.S. Passport or Passport Card	U.S. Passport with current INS stamp
	Certificate of Birth Abroad for example: FS-545, FS 270, DS 1350
	Certificate of Citizenship
	Foreign Passport with current INS stamp
	Current Resident Alien Card (with SS Card)
	Current Work Visa (with SS Card)

# LIST OF DISQUALIFYING CRIMES

- (1) Forgery of certificates, false marking of aircraft, and other aircraft registration violation; 49 U.S.C. 46306.
- (2) Interference with air navigation; 49 U.S.C. 46308.
- (3) Improper transportation of a hazardous material; 49 U.S.C. 46312.
- (4) Aircraft piracy; 49 U.S.C. 46502.
- (5) Interference with flight crew members or flight attendants; 49 U.S.C. 46504.
- (6) Commission of certain crimes aboard aircraft in flight; 49 U.S.C. 46506.
- (7) Carrying a weapon or explosive aboard aircraft; 49 U.S.C. 46505.
- (8) Conveying false information and threats; 49 U.S.C. 46507.
- (9) Aircraft piracy outside the special aircraft jurisdiction of the United States; 49 U.S.C. 46502(b).
- (10) Lighting violations involving transporting controlled substances; 49 U.S.C. 46315.
- (11) Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements; 49 U.S.C. 46314.
- (12) Destruction of an aircraft or aircraft facility; 18 U.S.C. 32.
- (13) Murder.
- (14) Assault with intent to murder.
- (15) Espionage.
- (16) Sedition.
- (17) Kidnapping or hostage taking.
- (18) Treason.
- (19) Rape or aggravated sexual abuse.
- (20) Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
- (21) Extortion.
- (22) Armed or felony unarmed robbery.
- (23) Distribution of, or intent to distribute, a controlled substance.
- (24) Felony arson.
- (25) Felony involving a threat.
- (26) Felony involving—
  - (i) Willful destruction of property;
  - ii) Importation or manufacture of a controlled substance;
  - iii) Burglary;
  - iv) Theft;
  - v) Dishonesty, fraud, or misrepresentation;
  - vi) Possession or distribution of stolen property;
  - vii) Aggravated assault;
  - viii) Bribery; or
  - ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year.
- (27) Violence at international airports; 18 U.S.C. 37.
- (28) Conspiracy or attempt to commit any of the criminal acts listed in this paragraph (d).





# **ACCESS CONTROL OFFICE FEES**

**Annual Fee** **\$ 65.00**

*(Badge, Fingerprinting, Rap Back (CHRC) Maintenance)*

## **Lost Badge Replacements:**

<b>1<sup>st</sup></b>	<b>\$ 75.00</b>
<b>2<sup>nd</sup></b>	<b>\$ 100.00</b>
<b>3<sup>rd</sup></b>	<b>\$ 125.00</b>

**Unrecovered Badge** **\$200.00**

**Employee Parking** **\$ 60.00**

*\*Parking is invoiced when the badge is issued and at time of renewal (if applicable)*

Jacksonville International Airport  
Access Control Office

2400 Yankee Clipper Drive  
Jacksonville, Florida 32218

Phone (904) 741-2016  
Fax (904) 741-3727



## BADGE RENEWAL PERMISSION / ADDRESS VERIFICATION FORM

By your signature below, you are authorizing the JIA Access Control Office to renew a JAX ID badge and its associated privileges for the individual stated below. Badges may be renewed up to **thirty (30) days** prior to the expiration date printed on the JAX badge.

**Date:** \_\_\_\_\_

**Employee Name** (Print) \_\_\_\_\_

**Company Name** (Print) \_\_\_\_\_

**Certifying Official Name** (Print) \_\_\_\_\_

**Certifying Official Signature** \_\_\_\_\_

### EMPLOYEE ADDRESS VERIFICATION

This is to inform you that I have a new mailing address and phone number. Please update your records to replace my previous address and phone number:

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

Phone Number: (\_\_\_\_) \_\_\_\_\_

☐ My address and phone number have not changed the address and phone number that are on file are current.

**Employee Signature** \_\_\_\_\_

Jacksonville Aviation Authority  
Access Control Office  
14201 Pecan Park Road  
Jacksonville, Florida 32218  
Phone (904) 741-2016  
Fax (904) 741-3727

**D R A F T**

**YOUR COMPANY LETTERHEAD**  
**Sample Badge Replacement Authorization Letter**

**TODAY'S DATE**\_\_\_\_\_

**JAA Public Safety and Security  
Jacksonville International Airport  
14201 Pecan Park Road  
Jacksonville, FL 32218**

\_\_\_\_\_ is a valid employee of our company/agency. Their JAX ID badge has been (lost/stolen) and he/she is authorized to obtain a JAX ID badge replacement.

**Sincerely,**

\_\_\_\_\_ ( Printed Name of Certifying Official)

\_\_\_\_\_ (Signature of Certifying Official)



## SIDA ESCORT AUTHORIZATION FORM

In order for you to receive the ESCORT designation on your SIDA badge, you must first be authorized by your manager. Once authorized, you are required to read this document in its entirety and sign at the bottom. By your signature below, accompanied by the Certifying Official's signature, you declare to fully understanding these requirements.

The JAX ID Badge will be modified with an "E" on the face of the badge next to the photo of the badge-holder. The "E" indicates the person is authorized to conduct escorts for official purposes. The escort authority does not allow for personal use, such as escorting family or friends. Only those persons with the "E" on the badge will be authorized to escort persons into the Secured Area and/or Sterile Area. Non-compliance of the escorting procedures, protocol, and standards will result in the issuance of a security citation as outlined in the Airport Security Program. The following are specific requirements for escorting non-JAX ID Badged individuals into the Secured Area SIDA and the Sterile Area:

1. All individuals who are employed to work in the Secured Area SIDA, AOA SIDA, or Sterile Area of JAX are required to pass the FBI Criminal History Records Check (CHRC) and a Security Threat Assessment. Those individuals failing the CHRC and/or Threat Assessment are not authorized within the Secured Area SIDA, AOA SIDA, or Sterile Area under escort.
2. All currently employed individuals whose JAX ID Badges are active are not authorized to be escorted into the SECURED SIDA or the Sterile Area.
3. No more than five (5) non-JAXID Badged individuals may be escorted at one time by an authorized JAX ID Badged individual.
4. All escorted non-JAX ID Badged individuals must remain within twenty-five (25) feet and in direct visual contact at all times of the authorized JAX ID Badged individual.
5. Any transfer-of-custody of escorted non-JAXID Badged individuals must be positively transferred with a clear and mutual transfer of responsibility. Failure to comply may result in the loss of JAX ID Badge privileges.
6. Un-badged Individuals cannot be escorted more than 3 days (72 Hours), without approval from the Airport Security Coordinator (ASC).

Any deviation or modification to the above requirements must be approved by the ASC prior to the escort.

\_\_\_\_\_  
Person Granted Escorted Authority (Print)

\_\_\_\_\_  
Person Granted Escort Authority (Signed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Certifying Official (Printed)

\_\_\_\_\_  
Certifying Official (Signed)

\_\_\_\_\_  
Date

\*\*\*I understand that this privilege applies only to the company requesting escort privileges. Certifying Official initials \_\_\_\_\_

ASC/Alt ASC Approval \_\_\_\_\_



**JAA**  
Jacksonville  
Aviation  
Authority

**KEY REQUEST FORM**

By your signature below, you are authorizing the Jacksonville Aviation Authority (JAA) Access Control Office to issue keys to individual stated below. The associated privileges for keys issued will be in compliance with the JAA Key Agreement form. This Key Request form is to be completed and returned to the Access Control Office prior to employee receiving any keys. Faxed forms are acceptable.

**Please Print:**

**Employee Name:** \_\_\_\_\_

**Badge No.:** \_\_\_\_\_ **Telephone No.:** \_\_\_\_\_

**Facility or area to be accessed:**  
\_\_\_\_\_  
\_\_\_\_\_

**Company/Agency (as stated on badge):**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To be completed by certifying official or applicable JAA Supervisor**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Telephone Number**

Jacksonville International Airport Badging Office

14201 Pecan Park Road Jacksonville, Florida  
32218 Phone (904) 741-2001  
Fax (904) 741-3727



**JAA**  
Jacksonville  
Aviation  
Authority

**VEHICLE PLACARD/DECAL REQUEST FORM**

AOA

☐

COMMON AREA

☐

**Instructions.** Complete the upper part of this form in its entirety and return to the Access Control Office accompanied with a photo copy of applicant's **REGISTRATION**, and **COMPANY INSURANCE ACCORD** to receive the vehicle decal or placard. Vehicle placards are issued to persons/vehicles approved to conduct official business at JIA.

Driver's Name (s):

Phone:

Company:

SIDA Badge Expiration:

Year:

Make:

Model:

License Plate #:

Reason for Placard  
or Decal:

Requestor's Name:  
(Printed Name)

Signature:

**Indemnification:** The applicant shall hold harmless, indemnify, and defend the JAA, its agents, and employees, its successors and assigns (individually or collectively) from and against any liability for any claims and actions and all expenses incidental to the investigation and defense thereof, in any way arising from or based upon the damages which may occur by the applicant, its agents, employees, licenses, successors and assigns or those under its control, of any federal, state, or municipal laws, statutes, ordinances, rules or regulations of the JAA, as they now exist or as they may be amended from time to time.

If the Requestor (above named person) is contracted by, or providing a service for, a contractor, tenant, or other entity as approved by JAA to conduct official business at JIA, that person whose positional authority, as recognized by those standards outlined in the JAA Rules and Regulations and Minimum Standards documents, is required to agree to the indemnification statement above as indicated by acknowledgement with his/her printed name and signature below prior to issuance of the JIA Vehicle Decal or Placard.

Authorized Name:  
(Printed Name)

Signature:

Placard Holder:  
(Printed Name)

Signature:

*Access Control Office Use Only*

Date Received:

Expiration Date:

Decal/Placard #:

Date Issued:

Notes:

Access Control Office  
(904) 741-2001  
Fax (904) 741-3727



## Certifying Official – Application Checklist

HAVE YOU COMPLETED THE FOLLOWING ACTIONS???	Yes	No
Included copies of 2 forms of ID. <b>A valid State ID or Driver's License ID is mandatory as one of the 2 forms of ID.</b> (INS documents are required for those not born in U.S.)		
Make sure that the applicant has <b>completed Section 1</b> of the application.		
Ensure that a <b>criminal disclosure sheet</b> is included if 'yes' is checked on page 1		
Complete the ' <b>Company Information</b> ' section on page 1		
Did the applicant complete and sign the bottom page 1 ?		
Did the applicant review the list of disqualifying crimes on page 2 and sign page 2 as acknowledgment?		
<b>The Certifying Official Information on pg 4</b> (the back page of the application)		
Remember to make copies of the application and IDs for your records ( <b>applicant will complete pg 3 in YOUR COPY of the application</b> )		
Remind the applicant to complete and sign <b>page 3</b> of the original application in the Access Control Office on their scheduled fingerprint appointment date?		
Schedule the applicant for fingerprinting Online at: <b><a href="https://booknow.appointment-plus.com/yr3kkb2m/">https://booknow.appointment-plus.com/yr3kkb2m/</a></b>		



## AUTHORIZATION OF AUTOMATIC PAYMENT FOR FEES

I authorize Jacksonville Aviation Authority, to charge my accounts listed below in the order of priority that I have indicated for fees. I acknowledge that these transactions must comply with the provisions of U.S. law. Any changes to the information provided by the customer on this form must be submitted on a new authorization form. This authorization will remain in effect until I provide Jacksonville Aviation Authority with a written notice of revocation.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone#: \_\_\_\_\_

E-Mail: \_\_\_\_\_

---

### ***Option 1: ACH Payment***

Routing# \_\_\_\_\_ Account # \_\_\_\_\_

Signature: \_\_\_\_\_

Invoice number and/or description must be included in ACH/Wire Remittance.

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### ***Option 2: Credit Card Payment***

Card Type \_\_\_\_\_ Last Four Digits of Card\* \_\_\_\_\_ Exp Date \_\_\_\_\_

*\*For security reasons JAA requires only the last four digits of the credit card. Please do not include the entire number string.*

<b>RETURN COMPLETED FORM TO JAA FINANCE</b>
---------------------------------------------



## **APPENDIX 9**

### **JAA'S SAMPLE ACH AUTHORIZATION FORM**

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



Jacksonville Aviation Authority Use  
Only  
Date Received \_\_\_\_\_  
Date Entered \_\_\_\_\_  
By: \_\_\_\_\_  
Supplier #: \_\_\_\_\_

## ACH Authorization For Electronic Funds Transfer SUPPLIERS ONLY

**NOTICE:** In accordance with Florida Law, the account number and banking institution information below is confidential and exempt from public records. Jacksonville Aviation Authority (JAA) and its systems will keep this information in a manner in accordance with Florida Law.

This form is being completed due to:

- \_\_\_\_\_ Initial Enrollment
- \_\_\_\_\_ Change in Bank Account Number (same financial institution)
- \_\_\_\_\_ Change in Financial Institution

I authorize Jacksonville Aviation Authority (JAA) to deposit payments as instructed into the undersigned's bank account by the means of Electronic Funds Transfer for payment. I will also allow access for adjustments (debit transactions) in the event of billing errors. Disputes regarding deposits (credits) should be made within fifteen (15) days of issuance of the account statement. Disputes regarding charges (debits) should be made within forty-five (45) days after the account was charged.

Until notification in writing of cancellation, this authorization will continue to be valid.

Supplier Name: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Transit/ABA #: \_\_\_\_\_

Bank Account #: \_\_\_\_\_

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

Fed Tax ID#/SS#: \_\_\_\_\_

By submitting this form, you are certifying that you have read and reviewed this document and the person signing below is an authorized representative of the Company.

Authorized by Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Return this form directly to the Procurement Department via email: [procurement-bids@flyjacksonville.com](mailto:procurement-bids@flyjacksonville.com)

**APPENDIX 9**  
**REQUIRED TITLE VI PROVISIONS FOR CONTRACTORS:**

1. **Civil Rights – 49 USC § 47123:** Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor and subtier contractors from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
2. **Nondiscrimination:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, the Contractor, for itself, subcontractors, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree not to participate directly or indirectly in discriminatory activity or any kind and that no person on the ground of race, color, or national origin, will be subjected to discrimination in the execution of this Agreement, including employment practices (see Appendix B of 49 CFR Part 21). With respect to the Agreement, in the event of breach of the above nondiscrimination covenant, the Authority will have the right to terminate the Agreement and to pursue should remedies against Contractor as may be permitted by applicable law.
3. **Title VI and Related Law Compliance:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, Contractor, for itself, subcontractors, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, including but not limited to:
  - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - i) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access

to your programs (70 Fed. Reg. at 74087 to 74100); and

- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. **Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.**: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the above-referenced statute and regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
5. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work required under this Agreement, to be performed under a subcontract, which also includes procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, creed, color, national origin, sex, age, or disability. Contractor will incorporate this Agreement (the Prime Contract) into its subcontract agreements, such that its subcontractors are obligated to Contractor to the same extent Contractor is obligated to JAA under the Prime Contract. However, nothing contained in the Prime Contract creates any contractual relationship between Subcontractor and JAA. Contractor's subcontract agreements shall require its subcontractors to generally agree to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended, as well as those non-discrimination statutes and authorities listed in Paragraph 3, above. For purposes of compliance with this section, Contractor shall furnish documented proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with the above.
6. **Occupational Safety and Health Act of 1970 – 20 CFR Part 1910:** All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its sub-Contractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
7. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to JAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
8. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, JAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) Withholding payments to the Contractor under the contract until the Contractor complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in part.
9. **Incorporation of Provisions:** The Contractor will: (i) include the above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives

issued pursuant thereto; and (ii) take action with respect to any subcontract or procurement as JAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request JAA to enter into any litigation to protect the interests of JAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- 10. Veteran's Preference:** In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## NO PROPOSAL FORM

If your firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return it to:

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

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

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

1. We are unable to provide the nature of the service/products requested. \_\_\_\_\_
2. Requested specifications are too restrictive. (Please elaborate) \_\_\_\_\_
3. We are unable to comply with other terms of this invitation/request. \_\_\_\_\_
4. Request was not sufficiently clear. \_\_\_\_\_
5. Other: Please state the reasons in detail.

Comments: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_