

**C O N T R A C T  
B E T W E E N  
J A C K S O N V I L L E A V I A T I O N A U T H O R I T Y  
A N D**

\_\_\_\_\_

**THIS CONTRACT**, is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between JACKSONVILLE AVIATION AUTHORITY, (JAA or AUTHORITY), and \_\_\_\_\_ (HEREINAFTER CALLED THE "CONTRACTOR") with its principal office located at \_\_\_\_\_.

**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 Proposals (RFP) No. 12-16-11105 in order to procure a firm licensed, qualified and interested in providing Air Cargo Feasibility Study and Consultant Services.
2. Contractor submitted its proposal to JAA representing that it is capable of providing the necessary services as required by the RFP.
3. Contractor has been selected by JAA as the most qualified to provide the requested service.
4. JAA hereby engages Contractor to perform the services as set forth in the Statement of Work. The services shall be done strictly in accordance with this Contract, the RFP, and all addendums to the RFP (incorporated by reference herein as Exhibit 1) and Company's proposal (incorporated by reference herein as Exhibit 2), (collectively, the "Contract Documents"), all of which are hereby specifically made a part hereof by reference to the same extent as if fully set out herein.
5. The term of this Contract shall commence on \_\_\_\_\_, 2012, and terminate on \_\_\_\_\_, 2012, with \_\_\_\_\_, one-year renewal options available 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. Contractor shall be compensated as set forth in the Contract Documents, which have been incorporated into and made a part of this Contract.
7. Nothing in this Contract shall be construed as making Contractor an employee, servant or agent of JAA. Contractor shall pursue the Statement of Work under this Contract as an independent contractor, and shall be solely responsible for the method, manner and means to be utilized in performing the Statement of Work, 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 effected by a thirty (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 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 Services to the extent that is impacts the Contractor's ability to meet the Service schedule, or the Contractor abandons the whole or any part of the Services;
- g) The Contractor, at any time, violates any of the conditions or provisions of the Contract Documents, or fails to perform as specified in the Contract Documents, or is not complying with the Contract Documents;
- 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. This Contract constitutes the entire agreement between the parties hereto for the 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.

13. 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, Procurement

For the Contractor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

SIGNATURE LINES FOLLOW

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

**ATTEST:**

**JAA**

By: \_\_\_\_\_  
Melissa Marcha'-Lee  
Senior Executive Assistant

By: \_\_\_\_\_  
Steven Grossman  
Executive Director/CEO or Robert Simpson  
Interim Chief Operating Officer

**WITNESS:**

(Company Name)

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

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

\_\_\_\_\_  
Debra A. Braga, Chief Legal Officer

**EXHIBIT 1**

**REQUEST FOR PROPOSALS (RFP) # 12-16-11105**

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

DRAFT

**EXHIBIT 2**  
**COMPANY'S PROPOSAL**

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

DRAFT