

**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
XX**

THIS CONTRACT, is executed this XX day of XX, 2018 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 an Invitation to Bid (ITB) No. 18-10-44302 in order to procure a firm licensed, qualified and interested in providing fuel tank extraction.
2. Contractor submitted its quote to JAA representing that it is capable of providing the necessary services as required by the ITB.
3. JAA, in reliance upon Contractor’s representations, has selected Contractor to provide the requested service.
4. JAA hereby engages Contractor for the potential performance of the services set forth in the Scope of Services. Contractor will not begin or provide any of the services contemplated under this Contract until such time as it receives a written approval and notice to proceed from JAA. The services shall be done strictly in accordance with this Contract, the ITB, and all addendums to the ITB (incorporated by reference herein as Exhibit 1) and Company’s proposal (incorporated by reference herein as Exhibit 2), (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 be for the duration of the project as indicated in the solicitation documents, unless otherwise extended by mutual written agreement of the parties.
6. Immediately upon the execution of this Contract, Contractor will compensate JAA \$_____ for the purchase of the fuel tank and accessories identified in the ITB and, within 30 calendars after the execution this Contract Contractor will have lawfully extracted / removed the fuel tank from JAA's premises, for Contractor's relocation, reuse, disposal and/or any other lawful purpose. To the extent Contractor fails to lawfully extract / remove the fuel tank and accessories within 30 calendar days after the execution of this Contract, JAA, after 10 days written notice to Contractor, may have the fuel tank and accessories extracted / removed and lawfully disposed of by a third-party at Contractor's expense.
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 effected by a 10-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 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 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.
13. Contractor will obtain and maintain insurance and will indemnify, defend and hold harmless JAA consistent with the requirements of the solicitation documents. More specifically, Insurance and Indemnification for this contract shall be as set forth in the RFP, and are included herein as if set forth in full.
14. Work Product. All processes, forms, procedural documents, reports, analysis, guides and other documents prepared during the course of the completion of this Contract shall become the sole property of JAA without further cost or obligation to pay for said documentation. The Contractor may provide copyrighted documents for use by the authority without cost and with a perpetual use license, and said documentation shall remain the property of the Contractor.
15. Confidentiality of Information. The Contractor agrees that all information learned during the course of the analysis and review of policies, procedures and practices shall be confidential

and not be disclosed in any manner without the prior written approval of JAA. Contractor understands and agrees that JAA is a public entity, subject to the laws of Florida regarding public records, and that written documentation may be subject to disclosure; however, Contractor also understands and agrees that exemptions to public records laws may be applicable to certain documents produced from services rendered under this Contract. Therefore, prior to responding to any and all public records requests in this matter, in such public records requests are received by Contractor, Contractor will give the JAA's Chief Legal Officer, Debra Braga, immediate written notice via e-mail and provide a reasonable opportunity to review and respond to the same (debra.braga@flyjacksonville.com).

16. In an effort to generally comply with non-discriminatory laws, statutes and authorities, the Parties incorporate the attached Appendix "A" and make the same part of this Agreement.

17. 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:

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

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

For JAA:

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

For Contractor:

XX
XX
XX

Attn: **XX**

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

Attest:

JACKSONVILLE AVIATION AUTHORITY

Devin J. Reed
Director of Procurement

Steve Grossman, CEO, or
His Designee

(Designee's Name and Title, if applicable)

Attest:

XXX

Signature

Signature

Print Name

Print Name

Title

Title

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

Debra A. Braga, Chief Legal Officer

Contract Exhibit 1

Invitation to Bid (ITB) No. 18-10-44302

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Contract Exhibit 2

Respondent's Proposal

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