

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, 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 Request for Proposals No. 18-15-42001 (RFP) in order to procure a firm licensed, qualified and interested in providing Operations and Noise Monitoring.
2. Contractor submitted its proposal to JAA representing that it possesses all applicable licenses and insurance and is capable of providing the necessary services as required by the RFP.
3. JAA, in reliance upon Contractor’s representations, has selected Contractor as the most qualified of those responding to the RFP 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 herein as Exhibit 1) and Company’s proposal (incorporated by reference herein as Exhibit 2), Title VI Provisions (Appendix 1), (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 XX, 2018, and terminate on XX, 2021, with the potential for renewals of up to two years, available at JAA's sole discretion and based on vendor performance, annual approved budgeted funds and adherence to all terms and conditions of the Contract Documents.
6. This is a requirements 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.
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 JAA whenever the JAA determines that such termination is in the best interest of the JAA. Such termination will be effected 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. JAA 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 JAA, or fails to perform as specified or is not complying under the same;
- h) The Contractor attempts to willfully impose upon JAA items or workmanship that are in JAA's sole opinion, defective or of unacceptable quality;
- i) The Contractor breaches any of the representations or warranties;
- j) The Contractor is determined, in JAA's sole opinion, to have misrepresented the

utilization of funds or misappropriated property belonging to JAA;

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

(remainder of this page intentionally left blank)

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:

XX

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

Request for Proposal

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Contract Exhibit 2

Respondent's Proposal

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Appendix No. 1

Title VI and Related Provision

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 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:** The Contractor, for itself, subcontractors, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the ground of race, color, or national origin, will be subjected to discrimination in the execution of this Agreement. 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 the performance of this Agreement, Contractor, for itself, subcontractors, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; 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.

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