

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

**THIS CONTRACT** is executed this 1st day of October, 2021 by and between JACKSONVILLE AVIATION AUTHORITY, (JAA or AUTHORITY), and VIRTOWER LLC (“CONTRACTOR”) with its principal office located at 9160 Forum Corporate Pkwy, Suite 350, Fort Myers, FL 33905.

**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. 21-26-42001 in order to procure a firm licensed, qualified and interested in providing Operations and Noise Monitoring Software.
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 October 1, 2021, and terminate on September 30, 2024, 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:

Initial Three-Year Term: \$90,000 Total (3 Year Total)

Fee Breakdown:

Jacksonville International Airport (Part 139): \$36,000 [\$12,000 p/year]

Jacksonville Executive at Craig Airport (GA): \$18,000 [\$6,000 p/year]

Cecil Airport (GA): \$18,000 [\$6,000 p/year]

Herlong Airport (GA): \$18,000 [\$6,000 p/year]

Option Year No. 1: \$30,000 Total

Fee Breakdown:

Jacksonville International Airport (Part 139): \$12,000

Jacksonville Executive at Craig Airport (GA): \$6,000

Cecil Airport (GA): \$6,000

Herlong Airport (GA): \$6,000

Option Year No. 2: \$30,000 Total

Fee Breakdown:

Jacksonville International Airport (Part 139): \$12,000

Jacksonville Executive at Craig Airport (GA): \$6,000

Cecil Airport (GA): \$6,000

Herlong Airport (GA): \$6,000

7. CONTRACTOR acknowledges that JAA is a body politic and corporate existing under Chapter 2001-319 (Sp. Acts June 5, 2001) Laws of Florida and, as a public or government agency, contracts JAA awards pursuant to a competitive solicitation may be considered for utilization or piggy-backing by other public or government agencies. During the initial duration and any renewals of this contract, CONTRACTOR is willing to allow other public or government agencies to purchase additional services and/or supplies at the same terms and conditions bid and/or resulting from the competitive solicitation referenced herein. JAA makes no warranties regarding any services and/or supplies utilized or piggy-backed hereunder, liability for which shall be the sole responsibility of CONTRACTOR, against which liability CONTRACTOR will indemnify, save, hold harmless, and defend JAA.
8. 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.
9. 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.
10. Unsatisfactory performance by the Contractor may result in immediate cancellation of this Contract.
11. 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.

12. 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.

13. 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.

14. 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.

**15. 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**

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16. 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, Chief Legal Officer

For the Contractor: VirTower LLC  
9160 Forum Corporate Pkwy, Suite 350  
Fort Myers, FL 33905  
Attn: Les Goldsmith, President

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**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

\_\_\_\_\_  
Samantha Smid  
Procurement Administrator

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

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

Attest:

VIRTOWER LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Devin Reed, Chief Legal Officer

## 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.

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**APPENDIX B**

**VIRTOWER LLC PROPOSAL FORM AND FEES**

**ARTICLE III – PROPOSAL FORM**Respondent's Name: Virtower LLC

(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 a general acknowledgement on company letterhead and additional written documentation that it meets the following Mandatory Minimum Qualifications:

- A. **Mandatory** Respondent Requirements (Refer to Article 1.09)
1. Respondent must either be the manufacturer or an authorized dealer of the proposed software solution.
  2. Respondent must demonstrate the successful completion / installation of three (3) projects that are similar in scope.
  3. Respondent must acknowledge that they are able to provide services according to the criteria listed below for all four JAA airports: Jacksonville International, Jacksonville Executive at Craig, Cecil, and Herlong Recreational.
- B. Responsible Respondent Criteria (Refer To Article 1.10)
- a) Flight Tracking and Noise Monitoring (20 Points Maximum)
  - b) Reporting (20 Points Maximum)
  - c) User Interface (20 Points Maximum)
  - d) Proposed Fees (30 Points Maximum)
 

Initial Three-Year Term:	\$ 90,000	Total (3 Year Total)
Option Year No. 1:	\$ 30,000	Total
Option Year No. 1:	\$ 30,000	Total
  - e) References (Maximum 10 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. 21-26-42001 IN THE SUBJECT LINE.
  - f) Location, if applicable (Maximum 5 points) **Appendix 3, Local Verification Form**
- C. Conflict of Interest Certificate (Appendix 1)
- D. Addendum Acknowledgement, if applicable

Acknowledgment of the following Addenda is hereby made:

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

**ARTICLE IV – PROPOSAL FORM**

Respondent's Name: Virtower LLC

(Page 2 of 2)

E. 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

<sup>DS</sup>  
LG

F. Acknowledgement of Warranty Acceptance is hereby made: Respondent's Initial:

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

Respondent's Initial: LG

H. Acknowledgement of ACH Payment acceptance is hereby made:

Respondent's Initial: LG

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

Respondent's Initial: LG

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

Respondent's Initial: LG

**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.**

K. Proposer Certification and Signature:

By submitting this Proposal, the Respondent certifies that the Respondent has read, reviewed and agreed to 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: Virtower LLC

DocuSigned by:

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

*Les Goldsmith*

6/26/2021

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

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Printed Name: Les Goldsmith

Email: les@virtower.com

Title: President

Respondent is a:  Corporation  Partnership  Individual Single Member LLC

Federal Identification Number: 83 4018346

Remittance Address: 9160 Forum Corporate Pkwy, Ste 350

Fort Myers FL 33905

Telephone Number: 888 317 0747

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

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