

# 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.



**REQUEST FOR PROPOSALS (RFP) No.: 18-09-43101**

***SPECIALTY GIFT AND RETAIL CONCESSION  
FOR THE JACKSONVILLE AVIATION AUTHORITY***

**JAX – JACKSONVILLE, FL**

**Assigned Buyer: Marilyn V. Fryar  
Procurement Director: Devin Reed**

**JAA Department of Procurement 14201 Pecan Park Road, Jax. FL 32218  
Email: [marilyn.fryar@flyjacksonville.com](mailto:marilyn.fryar@flyjacksonville.com) (Phone) 904.741.2352**

**REQUEST FOR PROPOSAL**  
**Proposal Number: 18-09-43101**

**SPECIALTY GIFT AND RETAIL CONCESSION**

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

Proposals will be received by the Jacksonville Aviation Authority (JAA) until 2:00 PM (local time), on February 13, 2018, at which time they will be opened at JAA's Administration Building, 14201 Pecan Park Road, Jacksonville, Florida, for the evaluation, selection and contract award of two (2) Specialty Gift and Retail Concession locations at Jacksonville International Airport (JAX).

A **Mandatory** Pre-Proposal Meeting will be held at 10:00 AM (local time), January 22, 2018, at JAA's Administration Building, 14201 Pecan Park Road, Jacksonville, FL 32218. All potential Respondents **MUST** attend this meeting as a prerequisite to submitting a Proposal.

All Proposals must be submitted in accordance with Request for Proposals No. 18-09-43101, which may be obtained after 8:30 AM (local time) on December 28, 2017 from [www.flyjacksonville.com](http://www.flyjacksonville.com) (click on "Bid Opportunities").

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.

**TABLE OF CONTENTS**

GENERAL INFORMATION..... Page 2

ARTICLE I – INSTRUCTIONS TO RESPONDENTS..... Page 3

ARTICLE II – GENERAL CONDITIONS ..... Page 10

ARTICLE III – SCOPE OF SERVICES ..... Page 17

ARTICLE IV – ACDBE/DBE POLICY..... Page 19

ARTICLE V – PROPOSAL FORM ..... Page 24

EXHIBIT A – SPECIALTY GIFT AND RETAIL CONCESSION AGREEMENT ..... Page 28

EXHIBIT B – SPECIALTY GIFT AND RETAIL CONCESSION ACKNOWLEDGEMENT AND  
COMPENSATION FORM..... Page 29

EXHIBIT C – CONFLICT OF INTEREST CERTIFICATE ..... Page 31

EXHIBIT D – SECURITY PACKET ..... Page 32

EXHIBIT E – JAA JIA TERMINAL GUIDELINES FOR TENANTS ..... Page 33

EXHIBIT F – GROSS CONCESSION REVENUE HISTORY 2014-2016..... Page 34

EXHIBIT G – OPERATIONS AREA ..... Page 35

EXHIBIT H – ACDBE/DBE FORMS 1-5..... Page 36

EXHIBIT I – REFERENCE QUESTIONNAIRE ..... Page 41

NO PROPOSAL FORM..... Page 43

## 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**

Proposals submitted in advance of the time set for opening will be delivered to JAA, Attn: Procurement Department, 14201 Pecan Park Road, Jacksonville, FL 32218. Respondents are fully responsible for delivery of proposals. Reliance upon mail or public carrier is at respondent's risk. 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 proposals, as solely determined by JAA's official bid clock, will not be opened or considered.

### **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:**

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

### **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) 741-3631. 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.

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## ARTICLE I – INSTRUCTIONS TO RESPONDENTS

### 1.01 RECEIPT AND OPENING OF PROPOSALS

JAA will receive Proposals for this solicitation until February 13, 2018 at 2:00 PM (local time) for the purpose of selecting a company to provide two (2) Specialty Gift and Retail Concession locations at Jacksonville International Airport (JAX) (the "Scope of Services"). The Proposals will be publicly opened at JAA Administration Building, 14201 Pecan Park Road, Jacksonville, Florida at the previously mentioned time and date.

### 1.02 DELIVERY OF PROPOSALS

**One (1) original copy (clearly marked "ORIGINAL"), four (4) copies (each clearly marked "COPY") and One (1) USB Flash Drive or Compact Disk ("CD")** containing a copy of the complete original response in Adobe PDF format (including the proposal and all required supplemental material listed on the Proposal Form) must be submitted in a sealed package. The package must be labeled to read: "RFP 18-09-43101, Specialty Gift and Retail Concession, February 13, 2018, 2:00 PM (local time)," and must be addressed and delivered to JAA, Attn: Procurement Department, 14201 Pecan Park Road, Jacksonville, FL 32218.

Each Proposal package submitted should clearly show the Respondent's company name on the outside. Facsimile Bids will not be accepted. 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, a late submission, as determined by JAA's official bid clock, will not be considered and may be returned to the Respondent as non-responsive. Each Respondent is fully responsible for ensuring that its submission is timely received, and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method, whether by US mail, public carrier or otherwise. This RFP does not commit JAA to paying costs or expenses of any kind incurred by the various Respondents during proposal preparation, submittal or presentation, if any.

### 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: Marilyn V. Fryar. Requests may be transmitted via email, [marilyn.fryar@flyjacksonville.com](mailto:marilyn.fryar@flyjacksonville.com) or US Mail, 14201 Pecan Park Road, Jacksonville, FL 32218. 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 its chosen delivery method, whether by Email, US Mail, public carrier or otherwise.

### **All requests must be received by January 29, 2018 at 5:00 PM (local time) 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). However, it is the responsibility of each Respondent, before submitting its Proposal, to contact JAA's Procurement Department at (904) 741-2352 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 ninety (90) days (or until one or more of the Proposals have been duly accepted by JAA, whichever is earlier) to furnish the services contemplated herein. JAA action on Proposals normally will be taken within sixty (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.

## **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. 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. Respondent shall have a minimum of five (5) years' experience successfully managing or owning a Retail Concession in an airport, transportation center, mall or other prominent setting generating a minimum of \$500,000 annual gross receipts **per** store.
- B. Respondent shall acknowledge and submit acceptance to the non-exclusive right and privilege to provide a Specialty Gift and Retail Concession which shall be open such that passengers of any and all flights, arriving or departing, will be accommodated, seven (7) days a week, three hundred sixty five (365) days per year. The Specialty Gift and Retail Concession shall accommodate the gift and retail needs of the general public, any and all airline passengers and users of JAX commencing upon the Contract Commencement Date as outlined in the **Specialty Gift and Retail Concession Agreement, Exhibit A**.
- C. Respondent shall submit the **Specialty Gift and Retail Concession Acknowledgement and Compensation Form, Exhibit B**, which contains the following:
  - 1. Respondent shall acknowledge and submit acceptance of Privilege Fees. For the privilege of operating a non-exclusive specialty gift and retail concession at the Airport during the Term, Concessionaire agrees to pay JAA as "Privilege Fees" for each Contract Year the greater of (i) the Contract Minimum Annual Guarantee or (ii) the Percentage Fees.
  - 2. Respondent shall submit a Minimum Annual Guarantee. The Minimum Annual Guarantee for the entire Term shall be no less than Eighty Thousand Dollars (\$80,000.00).
  - 3. Respondent shall submit a Minimum Percentage Fee. The Percentage Fee shall be no less than 12% for specialty gift and retail sales at the Courtyard and 14% for specialty gift and retail sales at Concourse A to be applied to the Concessionaire's Gross Revenues commencing on the Contract Commencement Date.
  - 4. Respondent shall submit a Minimum Acceptable Capital Investment Amount for Concession Space. The minimum acceptable amount for the capital investment for the Concession Space shall be no less than One Hundred Thousand Dollars (\$100,000.00).
- D. Respondent shall submit the most recent year of financial statements, including Balance Sheet, Statement of Revenues and Expenses and Cash Flow. JAA reserves the right to request additional years of financial documents. Financial Statements shall be certified by a Company Officer, or shall be certified by an independent accounting firm. Certification by an independent accounting firm is preferred but not required. Failure to provide all forms or failure to have the forms certified by either a company officer or independent accounting firm will be cause for disqualification of the proposal. Financial Statement deemed by JAA, at JAA's sole discretion, financially weak or unsound and/or unable to satisfy contractual obligations may be rejected. **"CONFIDENTIAL/PROPRIETARY" SHOULD BE STAMPED ON EACH PAGE OF THE FINANCIAL DOCUMENTATION. (MANDATORY)**

#### **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:

- A. Concept, Merchandise, Level of Service and Pricing (Maximum 25 points)
- B. Experience/Qualifications/Background (Maximum 20 points)
- C. Design of Facilities and Tenant Finishes (Maximum 20 points)

- D. Management and Operations Plan (Maximum 10 points)
- E. Fees Proposed (Maximum 15 points)
- F. ACDBE/DBE (Maximum 5 points)
- G. References (Maximum 5 points)

**NOTE: THE RESPONDENT SHOULD SEND THE REFERENCE QUESTIONNAIRE TO THREE REFERENCES. THE PERSON COMPLETING THE REFERENCE QUESTIONNAIRE SHOULD SEAL THE FORM INSIDE AN ENVELOPE AND SIGN THEIR NAME ACROSS THE SEAL. THE SEALED ENVELOPE SHOULD BE RETURNED TO THE RESPONDENT WHO WILL INCLUDE THE REFERENCES WITH ITS ORIGINAL SUBMITTAL.**

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.

H. Presentations, Optional (Maximum 10 Points)

After the firms have been evaluated based on their written submittals, Respondent may be more closely considered through a presentation of their approach to perform this particular project. JAA reserves the right to short list the number of Respondents to participate in the presentations at its sole discretion, prior to the final selection. In the event the JAA elects to have presentations, Respondent's account executives must be present for the presentation.

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 the convenience of JAA.

Presentation points will be added to the Respondent's score for the written submittals for a cumulative total.

**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, **Exhibit C**, 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 MANDATORY PRE-PROPOSAL MEETING**

To help ensure that all Respondents are fully informed of the requirements for this Contract, a **Mandatory** Pre-Proposal Meeting will take place at the previously mentioned time, date and place. Notwithstanding other requirements of the RFP, only the proposals received from companies that attend this meeting, as evidenced by their representatives' signature on the official attendance record, will be accepted and evaluated. Respondents are encouraged to submit questions in advance of the meeting to JAA's Procurement Department, Attn: Marilyn V. Fryar. Requests may be transmitted via email, [marilyn.fryar@flyjacksonville.com](mailto:marilyn.fryar@flyjacksonville.com) or US Mail, 14201 Pecan Park Road, Jacksonville, FL 32218. 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 its chosen delivery method, whether by Email, US Mail, public carrier or otherwise.

**A tour of the areas will be provided at the close of the meeting. The tour is anticipated to be 1 hour in duration.**

**If attending the Mandatory Pre-Proposal Meeting, Respondent's should print a copy of the RFP, including all Exhibits and bring the documents with them to the meeting.**

#### **1.16 LOCAL PREFERENCE PROGRAM – NOT APPLICABLE FOR RFP NO. 18-09-43101**

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.

### **1.17 AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)/DBE POLICY**

It is the official policy of the JAA in accordance with 49 CFR Part 23 and Part 26, to recognize the authority and applicability of the United States Department of Transportation's Rules and Regulations governing Airport Concession Disadvantaged Business Enterprise (ACDBE)/DBE participation. The JAA is also fully committed to the implementation of these rules and regulations through its approved ACDBE/DBE program.

JAA encourages 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 Code of Federal Regulations in Title 49 Part 23 and Part 26.

**A Minimum Participation Goal of 14% is established for this project.**

### **1.18 SECURITY DEPOSIT**

The Security Deposit shall be in accordance with the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Specialty Gift and Retail Concession Agreement, Exhibit A.**

### **1.19 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.

### **1.20 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 highest proposed fees 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.

### **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>.

## **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

**ACDBE** – Airport Concessions Disadvantaged Business Enterprise

**AUTHORITY** – Jacksonville Aviation Authority

**PROPOSAL** – The approved forms on which the respondent is to submit, or has submitted, its prices for the items requested in the proposal.

**RESPONDENT** – Any individual, firm or corporation submitting a proposal for the items requested.

**CECIL** – Cecil Airport

**CONTRACT** – The Contract consists of the document labeled “Specifications for Specialty Gift and Retail Concession, RFP Number 18-09-43101”; 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 shall be in accordance with the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Specialty Gift and Retail Concession Agreement, Exhibit A.**

## **2.04 INDEMNIFICATION**

The Indemnification shall be in accordance with the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Specialty Gift and Retail Concession Agreement, Exhibit A.**

## **2.05 INSURANCE**

The Insurance shall be in accordance with the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Specialty Gift and Retail Concession Agreement, Exhibit A.**

## **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 security deposit, certificates of insurance, copies of licenses, permits and other items required by JAA as outlined in the applicable provision in the **Specialty Gift and Retail Concession Agreement, Exhibit A.**

- 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 to service the building 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 **Exhibit D** 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**

The Warranty shall be in accordance with the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Specialty Gift and Retail Concession Agreement, Exhibit A.**

## **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, PRIVILEGE FEES, CHARGES AND ACCOUNTING**

The Compensation, Privilege Fees, Charges and Accountability shall be in accordance with the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Specialty Gift and Retail Concession Agreement, Exhibit A.**

## **2.10 ACH PAYMENT PARTICIPATION – NOT APPLICABLE FOR RFP NO. 18-09-43101**

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.

## **2.11 PERMITS AND LICENSES**

The Permits and Licenses shall be in accordance with the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Specialty Gift and Retail Concession Agreement, Exhibit A.**

## **2.12 JAA'S RIGHT TO TERMINATE THE RESULTING CONTRACT**

The JAA's Right To Terminate The Resulting Contract shall be in accordance with the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Specialty Gift and Retail Concession Agreement, Exhibit A.**

## **2.13 ASSIGNMENT**

The Assignment shall be in accordance with the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Specialty Gift and Retail Concession Agreement, Exhibit A.**

## **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.

**The Respondent shall provide copies of all ACDBE/DBE sub-contracts executed as a result of RFP No. 18-09-43101 to Evelyn Burton via email, [evelyn.burton@flyjacksonville.com](mailto:evelyn.burton@flyjacksonville.com).**

## **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 18-09-43101 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 18-09-43101, 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 Damages shall be in accordance with the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Specialty Gift and Retail Concession Agreement, Exhibit A.**

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## ARTICLE III – SCOPE OF SERVICES

### 3.01 GENERAL OVERVIEW

JAA is soliciting competitive proposals for the award for two (2) Specialty Gift and Retail Concession locations at JAX to expand the variety of offerings available to passengers in the airport terminal. The successful Respondent must be a financially sound, qualified and competent firm that can proficiently and professionally manage and operate two (2) Specialty Gift and Retail Concessions locations such that passengers of any and all flights, arriving at or departing, will be accommodated.

Pursuant to the evaluation and respondent criteria outline in Article 1.10 here, special consideration will be given to Specialty Gift and Retail Concession concepts that either 1) include the following products: sunglasses, jewelry, hats, scarves, or other popular accessory items; 2) provides products that expand or complement the existing offerings within the terminal; or 3) a concept that incorporates a “sense of place” by showcasing the uniqueness of Jacksonville with local offerings or themes.

A copy of the JAA JIA Terminal Guidelines for Tenants is attached for reference as **Exhibit E**.

The Gross Concession Revenue 2014-2016 and current Concessions located at JAX are attached for reference, **Exhibit F**.

The management and operations of the Specialty Gift and Retail Concessions will be performed pursuant to the term and conditions set forth herein, more specifically the term shall be for an initial seven (7) years, with one, three (3) year renewal option as defined in the **Specialty Gift and Retail Concession Agreement, Exhibit A**.

### 3.02 SCOPE OF SERVICES

The successful Respondent will have a non-exclusive right and privilege to provide Specialty Gift and Retail Concessions for the purpose of accommodating the specialty gift retail needs of any and all airline passengers and users of JAX, seven (7) days a week, three hundred sixty-five (365) days per year.

The successful Respondent shall pay a Minimum Annual Guarantee or Percentage of Gross Revenue Fee, whichever is greater for the first Contract year and every year after until the Contract is terminated pursuant to the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Specialty Gift and Retail Concession Agreement, Exhibit A**.

### 3.03 REQUIRED LEVEL OF SERVICE

The successful Respondent shall be willing and able to provide the traveling public a high level of service that is moderately priced and provided by neatly attired and friendly, knowledgeable personnel pursuant to the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Specialty Gift and Retail Concession Agreement, Exhibit A**.

### 3.04 OPERATIONS AREA

The airport premises assigned to the successful Respondent for the purpose of operating the Specialty Gift and Retail Concession shall consist of a Concession Space on Concourse A and the Courtyard at JAX. These are more particularly described in the JAX 2<sup>nd</sup> Floor Courtyard and Concourse A, **Exhibit G**.

### 3.05 CONTRACT

Respondent must specify if JAA's **Specialty Gift and Retail Concession Agreement**, is acceptable (see, **Exhibit A**). 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.

**3.06 PERFORMANCE MEETINGS**

Performance Meetings shall be held pursuant to the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Specialty Gift and Retail Concession Agreement, Exhibit A.**

**3.07 PERFORMANCE STANDARDS**

Performance Standards shall be held pursuant to the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Specialty Gift and Retail Concession Agreement, Exhibit A.**

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## **ARTICLE IV – AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)/DBE POLICY, GOALS CONDITIONS AND INSTRUCTIONS**

### **4.01 POLICY**

It is the official policy of the JAA in accordance with 49 CFR Part 23 and Part 26, to recognize the authority and applicability of the United States Department of Transportation's Rules and Regulations governing Airport Concession Disadvantaged Business Enterprise (ACDBE)/DBE participation. The JAA is also fully committed to the implementation of these rules and regulations through its approved ACDBE/DBE program.

Before the award of a Contract, the term Proposer will be used, and after the award of a Contract, the term Contractor will be used, to denote the Prime Contractor, which is the firm selected by the JAA to perform the services required under the Contract.

### **4.02 ACDBE/DBE OBLIGATION**

Proposers are required to make all efforts reasonably necessary to ensure that Disadvantaged Business Enterprises have a full and fair opportunity to compete for performance on this project. Proposers will not discriminate on the basis of race, color, ethnicity, national origin or gender in the award and performance of the work under this Contract.

### **4.03 CERTIFICATION and ELECTION OF STATUS**

Firms desiring to participate as an Airport Concession Disadvantaged Business Enterprise (ACDBE/DBE) on JAA projects or contracts must be duly certified by a member of the Florida Unified Certification Program (FUCP) and listed in the FUCP DBE Directory of firms, access to which may be obtained by visiting either of the links below:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

<https://faa.dbesystem.com/FrontEnd/VendorSearchPublic.asp?TN=faa&XID=2101>

Any ACDBE/DBE firm not duly certified by a FUCP certifying member by proposal closing date may not be used to meet the airport concession disadvantaged business participation requirements of the JAA.

### **4.04 ELIGIBILITY**

A. To be considered eligible for a contract award, the Proposer must include with the proposal an original notarized copy of ACDBE/DBE Form 1, showing:

1. Total percentage of ACDBE/DBE work or procurement that the Proposer intends to award;
2. The identification of the ACDBE/DBE as a subcontractor, service organization, manufacturer, or supplier;

**IT IS THE SOLE RESPONSIBILITY OF THE PROPOSER TO VERIFY THAT A FIRM IS CURRENTLY CERTIFIED AND IS ELIGIBLE TO BE USED TO COMPLY WITH THE PARTICIPATION GOAL. RELIANCE BY THE PROPOSER ON REPRESENTATIONS OF A FIRM IS AT THE SOLE RISK OF THE PROPOSER.**

B. Within five (5) business days following the Proposal Opening, the apparent successful Respondent shall submit to the Owner, completed and signed:

1. ACDBE/DBE Form 2 (**CERTIFIED** ACDBE/DBE Participant Identification Affidavit), for each firm listed in the schedule of ACDBE Participation (ACDBE/DBE Form 2);
2. ACDBE/DBE Form 3 (**CERTIFIED** ACDBE/DBE Letter of Intent To Perform) for each firm listed in the Schedule of ACDBE/DBE Participation (ACDBE/DBE Form 1);

3. Information and commitments presented on the latter forms will be consistent with ACDBE/DBE Form 1, as submitted with the proposal.

C. In the event the Proposer is unable to obtain proposals from ACDBE/DBE subcontractors that equal or exceed the percentages established in the participation goals, they will include with their proposal a notarized copy of ACDBE/DBE Form 4 with supporting written documentary evidence that satisfies the good faith criteria set out in Article 4.10 below and shows that the goals could not be met for the following reasons:

1. No ACDBE/DBE proposals were received. It must be shown that good faith efforts were made by the Proposer to obtain ACDBE/DBE's, and that they did not respond; as outlined in Article 4.10.
2. The ACDBE/DBE proposals that were received and accepted did not total the required percentages stated in the participation goals, but totaled a lesser percentage, or;
3. No Proposers could obtain ACDBE/DBE participation.

The JAA may, if it deems advisable, request further information, explanation, or justification from any Proposer. Failure to provide the required information in the manner indicated will constitute an incomplete, unresponsive and ineligible proposal.

#### **4.05 COMPLIANCE and PENALTIES**

All Proposers, potential contractors, or subcontractors participating in this project are hereby notified that failure to fully comply with the JAA ACDBE/DBE policy as set forth herein will constitute a breach of contract that may result in termination of the Contract or such other remedy as deemed appropriate by the JAA.

A bidder, proposer, contractor, joint venturer or applicant that has willfully failed to comply with any provision of this part will be liable for any or all or any combination of the following penalties:

- A. Ineligibility of a bid or proposal on the particular contracting opportunity;
- B. Withholding all payments under the particular Contract from the Contractor until it is determined that the Contractor is in compliance;
- C. Termination of the Contract;
- D. Exclusion from a contract award for any future JAA contracting opportunity until such time as the Contractor demonstrates to the JAA that it will comply with the provisions of this part; and/or
- E. If the Contractor is certified as an African-American, Asian-American, Hispanic-American, Native-American or Women's Business Enterprise or joint venture, revocation of the certification as an African-American, Asian-American, Hispanic-American, Native-American or Women's Business Enterprise or joint venture.

#### **4.06 PARTICIPATION GOALS**

Submission of a proposal by a Proposer will constitute full acceptance of all ACDBE/DBE goals and conditions outlined in this proposal specification.

The attainment of the ACDBE/DBE Participation Goals must be measured as a percentage of the total dollar value of the Proposer's compensation during the Contract term, measured on an annual basis.

**The JAA has determined that ACDBE/DBE minimum participation is 14% for this project.**

Prime contractors should first verify if the **CERTIFIED** ACDBE/DBE firm intends to participate as either a prime or sub-contractor, as discussed in Article 4.03. If a certified firm listed by a prime contractor on Form 1 is found

violating Article 4.03, the prime contractor will be given an opportunity to substitute another certified firm within 48 hours of proposal opening.

#### **4.07 CONTRACT AWARD**

The JAA intends to award the Contract to the most responsible Proposer submitting a responsive Proposal that is most advantageous and in the best interests of the JAA, provided the Proposer has met the goals for ACDBE/DBE participation or, if failing to meet the goals, Proposer made an acceptable good faith effort to meet the ACDBE/DBE participation goals as established in Article 4.10, below. Proposers are advised that the JAA has sole authority to determine if any Proposer has made sufficient effort toward meeting ACDBE/DBE goals to qualify for a contract award. The JAA reserves the right to reject any or all proposals submitted.

#### **4.08 SUBCONTRACT CLAUSE**

All Proposers hereby agree to incorporate these ACDBE/DBE participation policy goals, conditions and instructions in all agreements that offer further subcontracting opportunities.

#### **4.09 POST AWARD REQUIREMENTS**

After the award of the Contract, failure by the successful Proposer to employ **CERTIFIED** ACDBE/DBE firms at a percentage level equal to or higher than stated on ACDBE/DBE Form 1, will constitute a contractual default and grounds for termination.

#### **4.10 GOOD FAITH EFFORTS**

Proposers are required to indicate in writing all efforts that would tend to demonstrate good faith in the solicitation of Subcontractors to meet the ACDBE/DBE Participation Goals on this Contract. The following criteria are indicative of good faith efforts to solicit **CERTIFIED** ACDBE/DBE firms:

- A. Whether the Proposer attended any pre-solicitation or pre-proposal meetings that were scheduled to inform **CERTIFIED** ACDBE/DBE firms of contracting and subcontracting opportunities;
- B. Whether the Proposer advertised in general circulation, trade association, and minority focus media concerning the subcontracting opportunities;
- C. Whether the Proposer followed up initial solicitations of interest by contacting **CERTIFIED** ACDBE/DBE firms to determine with certainty whether these ACDBE/DBE firms were interested in participating in the Project;
- D. Whether the Proposer selected portions of the work to be performed by **CERTIFIED** ACDBE/DBE firms to increase the likelihood of meeting the ACDBE/DBE goals (including where appropriate, breaking down contracts into economically feasible units to facilitate ACDBE/DBE participation);
- E. Whether the Proposer provided interested **CERTIFIED** ACDBE/DBE firms with adequate information about the plans, specifications and requirements of the Contract;
- F. Whether the Proposer negotiated in good faith with interested **CERTIFIED** ACDBE/DBE firms and not rejecting ACDBE/DBE firms as unqualified without sound reasons based on a thorough investigation of their capabilities;
- G. Whether the Proposer made efforts to assist interested **CERTIFIED** ACDBE/DBE firms in obtaining bonding, lines of credit, or insurance required by the contractor, and;
- H. Whether Proposer sought or used the services of available ACDBE/DBE community organizations, minority contractors' groups, Local, State and Federal Disadvantaged Business Assistance Offices, and other organizations that provide assistance in the recruitment and placement of ACDBE/DBE firm.

#### **4.11 EVIDENCE OF SATISFACTORY GOOD FAITH EFFORT**

Proposers that fail to meet the participation goals will be required to submit additional information to assist the JAA in determining if the Proposer made acceptable good faith efforts to meet the goals. Failure to provide such additional information as may be reasonably required by the JAA will be considered grounds for rejection of the proposal as nonconforming.

#### **4.12 EXCLUSIONARY AGREEMENTS**

Agreements between any Proposer and an ACDBE/DBE in which the ACDBE/DBE promises not to provide subcontracting quotations to other Proposers are prohibited.

#### **4.13 SUBSTITUTIONS**

If the successful Proposer desires to make a substitution of a **CERTIFIED** ACDBE/DBE subcontractor during the term of the Contract, the Proposer must:

- A. Submit satisfactory written proof of "noncompliance" to the Administrator, Disadvantaged Business Enterprise Program. (The term "noncompliance" is defined as facts and circumstances that substantially demonstrate a material breach by the subcontractor of the contract or oral agreement between it and the successful Proposer).
- B. Not make any substitutions until all information submitted has been reviewed and approved by the Administrator, Disadvantaged Business Enterprise Program;
- C. Substitute a **CERTIFIED** ACDBE/DBE performing the same work as the subcontractor being replaced, and;
- D. Not contract for an amount lower than the amount submitted by the subcontractor who is being replaced.

#### **4.14 ACDBE/DBE MONTHLY REPORT (FORM 5)**

Contractors will complete and submit a monthly summary to the ACDBE/DBE Office of actual ACDBE/DBE participation, listing total payments to the Contractor during the month and the total amounts of ACDBE/DBE participation, using ACDBE/DBE Form 5. Contractors are required to maintain records of the ACDBE/DBE summaries for three (3) years.

#### **4.15 PARTICIPATION CATEGORIES**

##### **A. SUBCONTRACTOR**

Subcontractor means any Disadvantaged Business Enterprise capable of furnishing to the Contractor labor, materials, supplies, equipment, transportation, management or supervision necessary to the accomplishment of the work under this Contract.

##### **B. MANUFACTURER**

Manufacturer means a firm that operates or maintains a factory or establishment that produces on its premises the materials or supplies obtained by the Contractor for incorporation into the project.

##### **C. SUPPLIER**

Supplier means a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for this Contract are brought, kept in stock and regularly sold to the public in the usual course of business. To be a supplier, the ACDBE/DBE firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A supplier of such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution of the products. Brokers and packagers will not be regarded as suppliers within the meaning of this section.



D. SERVICES

Services mean a business or individual that performs the following. The furnishing of labor, time, or effort to a Contractor, not involving the delivery of a specific end product other than reports, which are merely incidental to the required performance. This term will not include services provided pursuant to employment agreements or collective bargaining agreements.

**4.16 CALCULATION OF ACDBE/DBE PARTICIPATION**

The following percentages will be applied in calculating ACDBE/DBE participation:

- A. Contractor or Subcontractor - 100 percent for work actually performed for this project by **CERTIFIED** ACDBE/DBE firms;
- B. Services - 100 percent for services actually performed by **CERTIFIED** ACDBE/DBE firms, provided the fee is determined by the JAA to be reasonable and not excessive;
- C. Manufacturer - 100 percent of the cost for materials and supplies acquired for this Contract and obtained from a **CERTIFIED** ACDBE/DBE manufacturer;
- D. Supplier - 60 percent of the cost for materials and supplies acquired for this Contract and obtained from a **CERTIFIED** ACDBE/DBE supplier.

When a **certified** ACDBE/DBE performs as a participant in a joint venture, JAA will credit/count a portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the work of the Contract that the ACDBE/DBE performs with its own forces, towards the ACDBE/DBE goal.

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ARTICLE V – PROPOSAL FORM

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

(Page 1 of 4)

CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED

RESPONDENT SHALL SUBMIT ONE (1) ORIGINAL COPY (CLEARLY MARKED "ORIGINAL"), ONE (1) USB FLASH DRIVE OR COMPACT DISK ("CD") AND FOUR (4) COPIES (EACH CLEARLY MARKED "COPY"). ENVELOPE ONE SHOULD BE LABELED "ORIGINAL AND FLASH DRIVE" AND ENVELOPE TWO SHOULD BE LABELED "COPIES".

The following checklist is provided for convenience. The Respondent is responsible for carefully reviewing the submittal requirements in the RFP and submit 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. Submit documentation on company letterhead that Respondent has a minimum of five (5) years' experience successfully managing or owning a Retail Concession in an airport, transportation center, mall or other prominent setting generating a minimum of \$500,000 annual gross receipts **per** store. Information should include location and number of stores, how long stores have been operational, and that annual gross revenues have been a minimum of \$500,000 for the past 18 months. **(MANDATORY)**
- B. Respondent shall acknowledge and submit acceptance to the non-exclusive right and privilege to provide a Specialty Gift and Retail Concession which shall be open such that passengers of any and all flights, arriving or departing, will be accommodated, seven (7) days a week, three hundred sixty five (365) days per year. The Specialty Gift and Retail Concession shall accommodate the gift and retail needs of the general public, any and all airline passengers and users of JAX commencing upon the Contract Commencement. **(MANDATORY)**
- C. Respondent shall submit the **Specialty Gift and Retail Concession Acknowledgement and Compensation Form, Exhibit B**, which contains **MANDATORY** Requirements 1-4 as follows:
  - 1. Respondent shall acknowledge and submit acceptance of Privilege Fees. For the privilege of operating a non-exclusive specialty gift and retail concession at the Airport during the Term, Concessionaire agrees to pay JAA as "Privilege Fees" for each Contract Year the greater of (i) the Contract Minimum Annual Guarantee or (ii) the Percentage Fees.
  - 2. Respondent shall submit a Minimum Annual Guarantee. The Minimum Annual Guarantee for the entire Term shall be no less than Eighty Thousand Dollars (\$80,000.00).
  - 3. Respondent shall submit a Minimum Percentage Fee. The Percentage Fee shall be no less than 12% for specialty gift and retail sales at the Courtyard and 14% for specialty gift and retail sales at Concourse A to be applied to the Concessionaire's Gross Revenues commencing on the Contract Commencement Date.
  - 4. Respondent shall submit a Minimum Acceptable Capital Investment Amount for Concession Space. The minimum acceptable amount for the capital investment for the Concession Space shall be no less than One Hundred Thousand Dollars (\$100,000.00).

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

**ARTICLE V – PROPOSAL FORM**

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

(Page 2 of 4)

D. Respondent shall submit the most recent year of financial statements, including Balance Sheet, Statement of Revenues and Expenses and Cash Flow. JAA reserves the right to request additional years of financial documents. Financial Statements shall be certified by a Company Officer, or shall be certified by an independent accounting firm. Certification by an independent accounting firm is preferred but not required. Failure to provide all forms or failure to have the forms certified by either a company officer or independent accounting firm will be cause for disqualification of the proposal. Financial Statement deemed by JAA, at JAA's sole discretion, financially weak or unsound and/or unable to satisfy contractual obligations may be rejected. **"CONFIDENTIAL/PROPRIETARY" SHOULD BE STAMPED ON EACH PAGE OF THE FINANCIAL DOCUMENTATION. (MANDATORY)**

E. Concept, Menu Selection, Level of Service and Pricing (Maximum 25 points)

Submit a concise description of the overall concept being proposed and the level of service that will be provided. The narrative should also address how the proposed concept either 1) provides a selection of items and services not currently available within the JAX terminal, 2) provide a selection of items that expand or complement the existing offerings with the JAX terminal, or 3) incorporates local offerings and/or themes.

Submit a copy of the company's procedure(s) for handling customer service and addressing customer complaints.

Submit a concise narrative on plans to manage, staff and operate the concession overall, including what adjustment will be made, if any, to accommodate peak and non-peak times.

Submit price schedule for the proposed or existing product inventory currently in use at another location that is comparable to the proposed JAX product inventory.

F. Experience/Qualifications/Background (Maximum 20 points)

Submit a concise narrative on the experience, qualifications and background for providing the successful, continuous operations of Specialty Gift and Retail Concessions for JAX.

Submit the number of retail contracts that are already operational and any that may be currently under development and scheduled to open in 2018. Provide the location, term, name, annual gross revenue, hours of operation and a contact person, include name and phone number, for each retail contract that is listed.

Submit a list of the proposed management team for the JAX operation. A resume detailing the experience, education, expertise and role of personnel that will be managing the day-to-day operations should be submitted.

G. Design of Facilities and Tenant Finishes (Maximum 20 points)

Submit design concept drawings of the proposed improvements to include floor plans, elevations, and renderings. Photographs from other existing operations may be provided.

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

ARTICLE V – PROPOSAL FORM

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

(Page 3 of 4)

H. Management and Operations Plan (Maximum 10 points)

Submit an overview of the operations of the assigned area and introduce the propose management team by providing the following: (i) Respondent's management organizational chart, both graphically and in narrative format, provide a concise description of Respondent's views on how it will organizationally provide retail services, as well as depict the relationship of key personnel roles to that of the manger-on-duty and other key members of the management team; (ii) customer service and operations, including but not limited to a staffing plan, corporate management support, inventory/delivery logistics, employee training programs, employee retention and incentive programs, customer service programs and policies and operations procedures; and (iii) information on quality monitoring programs that the Respondent has implanted including sample evaluation forms from quality audits, performance evaluations or similar programs.

I. ACDBE/DBE (Maximum 5 points)

Respondent shall submit one of the following ACDBE Forms, **Exhibit I:**

Form 1, ACDBE/DBE Schedule of DBE Participation **OR**

Form 4, ACDBE Unavailability Certification (along with supporting documentation for not meeting the established goal)

J. References (Maximum 5 points)

Submit three (3) references to include three (3) from either an airport, transportation center, mall or other prominent setting and two (2) from suppliers. The references should be submitted on the Reference Questionnaire, **Exhibit J.**

K. Conflict of Interest Certificate (Exhibit A)

L. Addendum Acknowledgement, if applicable

Acknowledgment of the following Addenda is hereby made:  
Addenda No. \_\_\_\_\_ Date: \_\_\_\_\_ Respondent's Initial: \_\_\_\_\_

M. 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

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

O. Acknowledgement Respondent will accept a Purchase Order and invoice JAA: **Not Applicable**

P. Acknowledgement of ACH Payment acceptance is hereby made:

Respondent's Initial: **Not Applicable**

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

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

ARTICLE V – PROPOSAL FORM

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

(Page 4 of 4)

R. 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.**

S. 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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**EXHIBIT A**

**SPECIALTY GIFT AND RETAIL CONCESSION AGREEMENT**

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**JACKSONVILLE AVIATION AUTHORITY  
JACKSONVILLE INTERNATIONAL AIRPORT  
SPECIALTY GIFT & RETAIL CONCESSION AGREEMENT**

**Concessionaire:**

---

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

**Date of Execution:** \_\_\_\_\_

## TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
1 Definitions .....	1
2 Effective Date and Term .....	4
3 Privileges and Assigned Area .....	4
4 Minimum Capital Expenditure .....	7
5 Privilege Fees, Charges, and Accountability .....	10
6 Operational Standards .....	18
7 Maintenance Standards .....	22
8 Construction of Improvements/Signage .....	25
9 Title to Improvements .....	27
10 Security .....	27
11 Insurance .....	28
12 Indemnification .....	30
13 Damage or Destruction of Premises/Improvements .....	31
14 Default and Termination .....	33
15 Airport Security .....	35
16 Assignment and Transfer .....	36
17 Compliance with Laws, Regulations, Ordinances, Rules .....	36
18 Americans with Disabilities Act .....	37
19 Non-Discrimination .....	37
20 Disadvantaged Business Enterprise .....	39
21 Rights Reserved to Authority .....	40



**TABLE OF CONTENTS (Continued)**

<b><u>Article</u></b>	<b><u>Page</u></b>
22 Right to Entry .....	40
23 Right of Flight.....	40
24 Property Rights Reserved.....	40
25 Signs.....	41
26 Mortgage Rights of Concessionaire.....	41
27 Privilege Fees as a Separate Covenant .....	41
28 Notices and Communication .....	42
29 Taxes, Permits, Licenses.....	42
30 Surrender to Assigned Areas.....	42
31 No Acceptance of Surrender.....	42
32 Personal Property .....	42
33 Applicable Law and Venue .....	43
34 Invalidity of Clauses.....	43
35 Subordination of Bond Resolution .....	43
36 Federal Right to Reclaim .....	43
37 Relationship of the Parties .....	43
38 Status upon Expiration.....	44
39 Environmental Regulations.....	44
40 Eminent Domain .....	46
41 Authority Not Liable .....	47
42 Waivers.....	47

## TABLE OF CONTENTS (Continued)

<u>Article</u>	<u>Page</u>
43 Time of the Essence .....	47
44 Public Entity Crimes.....	47
45 Construction.....	48
46 Miscellaneous.....	48

### Exhibits

- A Assigned Area
- B Concepts and Product Line
- C Concessionaire's Leasehold Improvements

**LEASE AND CONCESSION AGREEMENT FOR SPECIALTY GIFT AND  
RETAIL AT THE JACKSONVILLE INTERNATIONAL AIRPORT**

This Lease and Concession Agreement (“Agreement”) made and entered into this \_\_\_\_\_, (hereinafter referred to as the “Commencement Date” or the “Effective Date”) by and between Jacksonville Aviation Authority, a body politic and corporate (“Authority”), and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, (“Concessionaire”). The use of the term “Parties” in this Agreement shall mean the Concessionaire and Authority.

**W I T N E S S E T H:**

WHEREAS, the Authority owns and operates Jacksonville International Airport, located in Duval County, Florida (“Airport”); and

WHEREAS, Authority issued an RFP # \_\_\_\_\_ and after review of all proposals received, has selected Concessionaire as the most qualified to provide the service.

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained, Authority and Concessionaire hereby mutually undertake, promise and agree, each for itself, and its successors and assigns, as follows:

**ARTICLE 1**  
**DEFINITIONS**

- 1.01 “Airport” means the Jacksonville International Airport.
- 1.02 “Airport Terminal” and “Terminal” means the existing airline passenger terminal building at the Airport, including concourses “A” and “C”.
- 1.03 “Annual Gross Revenues” means the total Gross Revenues of Concessionaire for each Contract Year of this Agreement.
- 1.04 “Assigned Area” or “Assigned Areas” is the area in the Airport Terminal designated by this Agreement and indicated on the exhibit attached hereto and

made a part hereof, as the location(s) where the business of Concessionaire may be conducted.

- 1.05 "Contract Year" means the twelve (12) month period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_, until termination of this Agreement.
- 1.06 "CEO" means the Chief Executive Officer of the Authority and includes any person as may, from time to time, be authorized in writing by the Chief Executive Officer to act in his or her behalf.
- 1.07 "Disadvantaged Business Enterprise" or "DBE" has the meaning set forth in Title 49, Part 23 of the Code of Regulations, as now enacted, or hereafter amended or any successor regulation specifically enacted to replace Title 49, Part 23.
- 1.08 "FAA" means the Federal Aviation Administration.
- 1.09 "Force Majeure" means any event or cause beyond the reasonable control of the party otherwise required to take an action or perform hereunder (other than the payment of money) and which is not due to the fault, action, or inaction of such party, including but not limited to, strikes, riots, acts of God, shortages of labor or materials, war, governmental actions or inactions or inability to obtain necessary governmental approvals for actions required hereunder (including, but not limited to, permits and licenses), or the failure of the other party to perform its obligations hereunder. Either party desiring to rely upon such a cause shall, when the cause arises, give prompt notice thereof to the other party and, when the cause ceases to exist, shall give prompt notice thereof to the other party.
- 1.10 "Gross Revenues," and "Gross Revenues of Concessionaire," means the aggregate of all sales, rentals, charges or other fees charged by Concessionaire at the Airport, whether received or not, for all merchandise, goods and services sold or rendered, whether for cash or credit, without any deduction for credit card discounts or credit card services, whether the same shall be paid or unpaid. "Gross Revenues" shall include all monies paid or payable for all merchandise, goods and services sold or rendered by the Concessionaire and/or any of its sublessee, assignees, contractors or management companies that are doing business at any portion of the Airport premises. The term shall not include federal, state or municipal taxes. "Gross Revenues" shall not include: (1) sales tax collection allowance paid by the State of Florida to the Concessionaire as compensation for the keeping of prescribed records and the proper accounting and remittance of state sales tax; (2) any charges on a reimbursement basis, as

mutually agreed upon by the Authority and Concessionaire; (3) any refunds made by the concessionaire to customers, if approved by the Authority and made for reasons other than unacceptable or unsatisfactory services; (4) any taxes imposed by law which are separately stated to and paid by the customer and directly payable by Concessionaire to a taxing authority; (5) fees and payments received by Concessionaire from sublicenses, subcontractors, or sublessees; (6) rebates and volume discounts from manufacturers or distributors; and (7) proceeds from the sale of used equipment by Concessionaire.

- 1.11 "Leasehold Improvement(s)" or "Improvements" means all structures, furnishings, displays, equipment, trade fixtures, and all other improvements and fixtures that are or become permanently installed or affixed at the Assigned Area, together with all additions, alterations, repairs, and modifications thereto. Any structure, furnishing, display, equipment, trade fixture, fixture, or any other improvement that is nailed, bolted, stapled, or otherwise permanently affixed to any Assigned Area is considered permanently installed or affixed and is included within the definition of Leasehold Improvement. The term "Leasehold Improvements" shall not include "Personalty," as defined in Article 1.15 herein.
- 1.12 "Midterm Reinvestment(s)" means the reinvestment and refurbishments to be undertaken by Concessionaire to the Assigned Areas pursuant to Section 4.06.
- 1.13 "Minimum Annual Guarantee" means the minimum amount of money that is due annually and payable monthly to Authority from Concessionaire, as provided in Article 5 of this Agreement.
- 1.14 "Monthly Gross Revenues" means the aggregate amount of all Gross Revenues of Concessionaire during any month.
- 1.15 "Percentage Fee" is the aggregate of the amounts that are derived as a percentage of Gross Revenues, as provided in Section 5.03.
- 1.16 "Personalty" means furniture, furnishings, trade fixtures, and equipment of Concessionaire, located in the Assigned Area but not permanently affixed thereto.
- 1.17 "Privilege Fees" means fees payable to Authority by Concessionaire pursuant to this Agreement.

1.18 "Term" of this Agreement or words of similar import shall mean the term set forth in Article 2, hereof.

1.19 "TSA" means the Transportation Security Administration.

## **ARTICLE 2**

### **EFFECTIVE DATE AND TERM**

2.01 Effective Date. This Agreement shall become binding only when signed by Authority and Concessionaire and when so signed shall become effective as of the Effective Date.

2.02 Term. This Agreement shall be for a seven (7) year term, commencing on \_\_\_\_\_ and terminating midnight on \_\_\_\_\_ ("Term").

2.03 Option. Provided that this Agreement is then in effect and Concessionaire is not in default of any provisions at the time of the exercise of the rights provided in this Article, Concessionaire shall have the right to renew this Agreement for an additional three (3) years, hereinafter referred to as the "Extended Term" provided Concessionaire elects to exercise this option.

Concessionaire's rights to this Extended Term shall be subject to the following:

- 1) To exercise the right for the Extended Term, Concessionaire shall meet Midterm Reinvestment requirements set forth in Section 4.06 and give the Authority written notice, at least one hundred eighty (180) days prior to the end of the Term.
- 2) Upon exercise of the option for the Extended Term, the word "Term" shall also mean "Extended Term" as defined herein
- 3) During the Extended Term, all other provisions of this Agreement shall remain in full and effect.

## **ARTICLE 3**

### **PRIVILEGES AND ASSIGNED AREAS**

3.01 Description of Specific Privileges, Uses and Rights. Subject to the terms, provisions, and conditions hereof, the Concessionaire shall have the non-exclusive right, privilege and obligation to operate a specialty retail concession at the then applicable Assigned Area in the Airport. Concessionaire shall operate from the Assigned Areas depicted on **Exhibit A**, titled Assigned Areas, attached hereto and made a part hereof at the times set forth in this Agreement.

- a. The Concessionaire shall have the right, privilege and obligation to sell the product line concepts described on **Exhibit B**, titled Concept and Product Line attached hereto and made a part hereof, on a non-exclusive basis.
- b. No material sold, used or provided by Concessionaire considered offensive by the Authority may be offered to the public. The Concessionaire will promptly remove or have wrapped and banded any such material, if so directed by the Authority.
- c. Any other product line concepts other than those identified on **Exhibit B**, must have the prior written consent of the CEO before they may be sold by the Concessionaire, and any such consent shall be for the sale of such items on a non-exclusive basis only.
- d. The Assigned Area depicted on **Exhibit A** shall be used solely for the purpose of offering for sale those product line concepts described on **Exhibit B**, attached hereto and made a part hereof.
- e. All of such sales may only be conducted from the Assigned Area according to the terms and conditions of this Agreement. Concessionaire shall have no sublicensee, subcontractor or subtenant operators of any specialty location provided hereunder, except as set forth in Article 20 or as specifically approved in writing by CEO. For those facilities operated directly by Concessionaire, Concessionaire shall be the holder of any franchises that are required in connection with any of the specialty locations provided hereunder. Concessionaire's DBE subcontractors described by Article 20 may be the holder of franchises required in connection with the specialty retail provided by said DBE.
- f. The rights granted herein are non-exclusive and Authority may, at any time, grant to other parties (via lease, license, or other types of agreements) the same or similar rights as those granted herein.
- g. Concessionaire expressly agrees for itself, its permitted subleases, successors and assigns, to prevent any use of the Assigned Areas which would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.
- h. Concessionaire acknowledges and agrees that in an airport environment it may be necessary from time to time to relocate air carriers from one concourse to another concourse, or to relocate air carriers into new terminals or new concourses. Further the Authority may from time to time refurbish or reconfigure the Terminal and concourses and build completely new terminals and concourses to meet Airport growth and Airport plans. Concessionaire further acknowledges and agrees that: any such activities of Authority and any such relocations of air carriers by Authority with respect to the Airport occur in the normal course of operations at the Airport; and Authority shall have the right to take any such actions regardless of any plans or projections Concessionaire may have made based on any assumed level of passenger activity or any assumed locations of air carriers; and Authority has no

obligation to provide Concessionaire with any notice (advance or otherwise) regarding any such relocations. Concessionaire's obligations to pay all Privilege Fees and other amounts due under this Agreement and to make expenditures for Leasehold Improvements, Personalty, and other improvements at the Airport pursuant to this Agreement are absolute obligations, and shall not be conditioned upon the number of passengers arriving or departing from the Airport at any time, or during any period of time, or the presence or absence of any particular air carriers at any of the terminals or concourses at the Airport, or any other circumstances pertaining to the amount of business or revenues available to Concessionaire at any particular premises.

3.02 Description of General Privileges, Uses and Rights. In addition to the privileges granted in Article 3.01 of this Agreement, Authority hereby grants to Concessionaire:

- a. The non-exclusive use of the Public Areas within the Airport for Concessionaire, its employees, contractors, patrons, invitees, suppliers of service, agents and authorized sublessees, if any, in connection with its operations hereunder. For purposes of this Agreement, "Public Areas" means the public corridors, restrooms and other areas within the Terminal that the general public has the right to access. Public Areas shall at all times be subject to the exclusive control and management of Authority. Authority shall have the full right and authority to make all rules and regulations as Authority may in its sole discretion deem proper, pertaining to the proper operation and maintenance of the Public Areas; and
- b. For so long as Concessionaire is not in default hereunder, Concessionaire shall and may peacefully and quietly have, hold, and enjoy the then applicable Assigned Area, solely for the purposes provided hereunder during the Term of this Agreement, and subject to the terms and provisions of this Agreement.
- c. The non-exclusive right of ingress to and egress from the Terminal over and across public roadways and walkways serving the Airport for Concessionaire, its employees, contractors, patrons, invitees, suppliers of service, agents and authorized sublessees, if any, in connection with its operations hereunder.
- d. Nothing herein contained shall be construed to grant Concessionaire, its employees, contractors, patrons, invitees, suppliers of service, agents or authorized sublessees, if any, the right to use or occupy any space or area at the Airport, improved or unimproved, that is used by the Authority or that is leased or assigned to a third party. The general privileges, uses and rights granted in this Article 3.02 shall be subject to the terms, conditions and covenants set forth in this Agreement.

3.03 Restrictions of Privileges, Uses and Rights. The rights granted hereunder are



expressly limited to the operation and management of a specialty retail concession. Concessionaire covenants and agrees that the Assigned Area shall be used by Concessionaire solely for the uses permitted in Article 3.01 above and for no other purposes whatsoever. Concessionaire acknowledges and agrees that Concessionaire shall not have the exclusive right to conduct a specialty retail concession at the Airport and Authority may arrange with others for similar activities at the Airport. Failure of Concessionaire to use the Assigned Area for purposes specifically set forth in this agreement shall constitute a default under this Agreement.

3.04 Condition of Assigned Area. The Authority makes no representations or warranties whatsoever as to: (i) the condition of the Assigned Area or any improvements (other than structural improvements made by the Authority in the Assigned Area, which shall be the responsibility of the Authority) or personal property in the Assigned Area, including without limitation all improvements currently installed at such locations and all future improvements to be installed thereto, or (ii) whether the Assigned Area or any improvements or personal property in the Assigned Area, are in compliance with applicable federal, state, county and local laws, ordinances, rules, or regulations, or (iii) the fitness of the Assigned Area or any improvements or personal property in the Assigned Area, for any particular purpose. The Assigned Area and all improvements therein are provided for Concessionaire's use in "AS IS CONDITION" and "WITH ALL FAULTS". The Concessionaire shall not be entitled to any adjustment of any Privilege Fees or other payments hereunder on account of the condition of the Assigned Area or of any improvements or any failure of any improvements to be in working order or because of any necessity of Concessionaire to repair or take corrective actions with respect to the Assigned Area or of any improvements or because of the inability of obtaining or any delay in obtaining any required approvals from any governmental body having jurisdiction. Furthermore, the Concessionaire hereby releases the Authority of any and all claims and liabilities whatsoever on account of the condition of the Assigned Area and any improvements or any failure to be in working order or because of any necessity of Concessionaire to repair or take corrective actions with respect thereto, or the necessity for obtaining any approvals from any governmental body.

## **ARTICLE 4**

### **MINIMUM CAPITAL EXPENDITURE**

4.01 Minimum Capital Expenditure. Concessionaire shall expend not less than One Hundred Thousand Dollars (\$100,000.00) for Leasehold Improvements and Personalty for the Assigned Area ("Minimum Capital Expenditure") as shown on **Exhibit C**, attached hereto and made a part hereof. Capital expenditures cost that may be attributed to the Minimum Capital Expenditure under this Section 4.01 ("Approved Cost") shall include all costs paid to nonaffiliated third parties for

work performed, services rendered and material furnished in the redesign subject to the following conditions and limitations:

- a. Payments made by Concessionaire to independent contractors for engineering, inspections, construction management services and architectural design work shall be considered Approved Costs; provided, however, such Approved Costs shall be limited to fifteen percent (15%) of the Minimum Capital Expenditure.
- b. Only true third party costs and payments made by Concessionaire shall be considered approved Costs.
- c. Costs for consultants (other than engineering and design consultants, as provided in clauses a and b above), legal fees and accountant fees shall not be considered Approved Costs.
- d. Finance and interest expenses shall not be considered Approved Costs.
- e. Administration, supervisor and overhead or internal costs of Concessionaire shall not be considered Approved Costs.

4.02 Construction Period. The period in which Concessionaire is engaged in the remodeling of the assigned area and as more specifically indicated on **Exhibit C**, or if no date is specified on **Exhibit C**, within one-hundred and twenty (120) calendar days from the Effective Date.

4.03 Certified Audit of Minimum Capital Expenditure. Within one hundred and eighty (180) calendar days following the completion of the Construction Period, Concessionaire shall provide Authority a certified audit, prepared by an independent public accounting firm ("CPA") of Approved Costs actually expended in the design and installation of the improvements, in accordance with the approved plans. The certified audit shall certify: (i) the total of all monies actually expended for the improvements; (ii) the amount of such expenditures that may be counted as Approved Cost toward the Minimum Capital Expenditure; and (iii) render an opinion as to whether or not the said total expenditure and the amount which may be counted as Approved Cost toward the Minimum Capital Expenditure were derived according to generally accepted accounting practices and in accordance with the provisions of this Agreement. Concessionaire shall provide, upon request, such invoices and other back up documentation as may be requested by Authority and/or the CPA to verify the amount of capital expenditure and the amount which may be counted as Approved Cost toward the Minimum Capital Expenditure. Concessionaire shall be responsible for documenting for the CPA that the monies were expended and that they are true and correct, and why such monies are eligible to be counted as Approved Cost toward the Minimum Capital Expenditure.

Notwithstanding the foregoing, the time periods described herein for the improvements to the Assigned Areas shall be extended if Concessionaire's work is delayed by Force Majeure.

- 4.04 Failure to Meet Minimum Capital Expenditures. If Concessionaire fails to expend the required Minimum Capital Expenditures in the redesign to the Assigned Area by the Minimum Capital Expenditure Completion Date, then the difference between the required Minimum Capital Expenditure and the amount actually expended by Concessionaire as verified by audit shall be paid by Concessionaire to Authority within twenty (20) calendar days following written demand by Authority
- 4.05 Operations During Construction Period. During the Construction Period, Concessionaire shall install a temporary construction barricade along the storefront area within the Assigned Area. During the Construction Period, Concessionaire shall have the right to conduct business operations from a wall unit in front of such construction barricade. Upon completion of construction, Concessionaire shall remove such barricade.
- 4.06 Midterm Reinvestment. Concessionaire shall reinvest the assigned areas in accordance with this Section 4.06 between \_\_\_\_\_ and \_\_\_\_\_ and prior to exercising Extended Term ("Midterm Reinvestment"). Not less than sixty (60) calendar days prior to commencing any of such work, Concessionaire shall provide Authority a written description and plan describing and showing the areas that are to be reinvested, which shall be subject to the approval of Authority. The Midterm Reinvestment plans shall include, but not be limited to replacement, reconditioning and refurbishment of walls, floors, ceilings, furniture, fixtures, lighting, carpeting, and wall and window coverings as needed in order to upgrade or modernize the Assigned Area. Such upgrading, remodeling, and/or modernizing shall take into account changes in aesthetics or design to conform to the design or décor standards reflected in the Airport Terminal architectural motif, including any Authority plans for reinvestment of the Terminals. It is acknowledged that the Midterm Reinvestments may result in the replacement of functionally suitable materials or finishes. The Midterm Reinvestments required hereunder shall be in addition to customary maintenance and repair of the Assigned Area. Customary maintenance and repair includes but is not limited to painting, cleaning, cleaning of carpets and upholstery, and repair and replacement of equipment or furnishings as needed. The cost of customary maintenance and repair shall not be counted towards the Midterm Reinvestment Expenditure. Only sums spent in reinvestments in areas approved by Authority and pursuant to Authority approved plans, as required below, shall count towards the Midterm Reinvestment Expenditure.

- a. Midterm Reinvestment Minimum Expenditure. Concessionaire agrees to make a minimum expenditure to pay Approved Cost (“Reinvestment Minimum Expenditure”) for Leasehold Improvements and Personalty equal to (i) thirty-five Dollars (\$35.00) per square foot of Assigned Areas, excluding office areas and storage areas.
- b. Certified Audit of Midterm Reinvestment Minimum Expenditure. Within one hundred eighty calendar days (180) following the completion of the Midterm Reinvestment Concessionaire shall certify the monies expended to pay Approved Costs in accordance with the approved plans. Authority shall have the right of a certified audit, to verify that the Reinvestment Minimum Expenditure has been expended by conducting an audit of all invoices and other applicable books and records of Concessionaire as stated in part a. herein.
- c. Reinvestment Standards. Authority and Concessionaire acknowledge and agree that monies set forth in Article 4.06(a) above shall be used in the reinvestment of the facilities in the Assigned Areas, to bring said facilities up to a standard that both satisfies the requirements of this Agreement and is consistent with the overall condition, appearance and decor of the Terminal facilities (including any contemplated Authority plans for the reinvestment of the Terminals) to the satisfaction of the Authority.
- d. Reinvestment Approval Process. Concessionaire shall obtain Authority's written approval of all reinvestment plans prior to commencement of any work, and shall comply with all provisions of the Agreement in making reinvestments. Notwithstanding anything to the contrary contained in this Agreement, Authority shall have the right in its sole discretion to require that the Midterm Reinvestment required hereunder be in the form of a reinvestment and refurbishment of specific facilities and to determine what items of reinvestment shall be made with the monies allocated hereby, including, if deemed desirable, a requirement that refurbishment must be directed toward areas that will be used by the public.
- e. Failure to Meet Reinvestment Minimum Expenditure. If Concessionaire fails to expend the required Reinvestment Minimum Expenditure for Leasehold Improvements to the Assigned Area, as applicable within the required period of time for such expenditure as described above, then the Term will expire on the date specified in Section 2.02 and the Option for an Extended Term will be considered to have not been exercised.

## ARTICLE 5

### PRIVILEGE FEES, CHARGES AND ACCOUNTABILITY

- 5.01 Privilege Fees. For the privilege of operating a non-exclusive specialty retail concession at the Airport during the Term, Concessionaire agrees to pay to Authority as "Privilege Fees" for each Contract Year the greater of (i) the Minimum Annual Guarantee or (ii) the Percentage Fees applied to Concessionaire's Gross Revenues for said Contract Year all as hereinafter described, plus in either case applicable sales tax.
- 5.02 Minimum Annual Guarantee. The Minimum Annual Guarantee for each Contract Year shall be Eighty Thousand Dollars (\$80,000.00) other than as provided in Section 5.04(a).
- 5.03 Percentage Fees. The Percentage Fees to be applied to Concessionaire's Gross Revenues commencing on the Commencement Date shall be as follows:
- |                        |     |
|------------------------|-----|
| Courtyard location –   | 12% |
| Concourse A location – | 14% |
- 5.04 Payment of Privilege Fees. Privilege Fees shall be due and payable as follows:
- Minimum Annual Guarantee. Concessionaire shall pay to Authority commencing upon the Commencement Date and on the first day of each and every month throughout the Term of this Agreement, one-twelfth (1/12) of the Minimum Annual Guarantee for the applicable Contract Year without demand, deduction, holdback or setoff. Notwithstanding anything herein to the contrary, Concessionaire shall not be obligated to pay Authority any amount of Minimum Annual Guarantee during the Construction Period, and the Minimum Annual Guarantee for the remainder of the first Contract Year shall be prorated based on a 365 day year.
  - Percentage Fees. Within twenty (20) days after the beginning of each and every month throughout the Term of this Agreement, Concessionaire shall deliver a report of Gross Revenues for the preceding month on a form supplied by Authority and signed by an officer, a partner, or other person authorized to sign on behalf of Concessionaire, to Authority. In the event that for any month, the Percentage Fees applied to the Monthly Gross Revenues of Concessionaire is greater than (1/12) of the Minimum Annual Guarantee for the applicable Contract Year, Concessionaire shall pay the excess to Authority with the report of Monthly Gross Revenues.
- 5.05 Payment of Utilities. Concessionaire shall pay all utilities consumed within the Assigned Area. In all cases where practicable, Concessionaire shall maintain separate utility meters. In all other instances, the Concessionaire will pay a pro-

rated fee based upon estimated use of such utility in the Assigned Area. Utility charges which are invoiced by Authority must be paid within thirty (30) calendar days after receipt of invoice by Concessionaire, or said charges will be subject to interest at the rate of eighteen percent (18%) per annum from the date due until paid in full.

- 5.06 Security Fees. In order to help defray the cost of providing security, Concessionaire shall pay to Authority a security fee of one quarter of one-per cent (.25%) of Gross Revenues effective on the Commencement Date. Security fees shall be payable within twenty (20) days after the beginning of each month throughout the Term of this Agreement and shall be reported for the preceding month as a separate line item on the Monthly Gross Revenue report. Authority may adjust security fees from time to time, which adjustments may include, but shall not be limited to, adjustments of the security fees, method of collection, or basis for calculation.
- 5.07 Security for Payment. Prior to the Effective Date, Concessionaire shall post a non-interest bearing security deposit with Authority in an amount equal to Thirty-Five Thousand Dollars (\$35,000.00), which may be adjusted each Contract Year ("Security Deposit"). The Security Deposit shall serve as security for the payment of all sums due to Authority and shall also secure the performance of all obligations of Concessionaire hereunder. The Security Deposit shall be either in the form of cash, a Letter of Credit ("Letter of Credit") or a Surety Bond ("Bond") and shall: (i) in form and substance, and containing such conditions, satisfactory to Authority; (ii) and issued by a company that is authorized to do business in the State of Florida. In the event of any failure by Concessionaire to pay any sums, fees, rentals or charges to Authority when due or upon any other failure to perform any of its obligations or other default under this Agreement, then, in addition to any other rights and remedies available to Authority at law or in equity, Authority shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Concessionaire shall immediately replace the Security Deposit with a new cash deposit, Letter of Credit or Bond in the full amount of the Security Deposit required hereunder. The Security Deposit shall be kept in full force and effect throughout the Term of this Agreement and for a period of six (6) months after the termination of this Agreement. Not less than thirty (30) calendar days prior to any expiration date of a Letter of Credit or Bond, Concessionaire shall submit evidence in form satisfactory to Authority that such security instrument has been renewed or pay Authority an amount in cash equal to the required Security Deposit. Failure to renew a Letter of Credit or Bond or pay the cash deposit as required by this Article 5.07 shall: (i) entitle Authority to draw down the full amount of such Security Deposit, and (ii) constitute a default of this Agreement entitling Authority to all available remedies. The Security Deposit shall not be returned to Concessionaire until all obligations under this Agreement are performed and

satisfied. Prior to consent from Authority to any assignment of this Agreement by Concessionaire, Concessionaire's assignee shall be required to provide a non-interest bearing Security Deposit to Authority in accordance with the terms and conditions of this Article 5.07. The obligations arising under this Article 5.07 shall survive the expiration or termination of this Agreement.

- 5.08 Monthly Gross Revenue Report. On or before the 20th day of each month during the Term, Concessionaire shall provide Authority, a report of Gross Revenues for the preceding month. Said report shall be on a form provided to Concessionaire by Authority and shall be signed by an officer, partner, or other person authorized to sign on behalf of Concessionaire, and shall be submitted to Authority accompanied by any payment due thereon.
- 5.09 Reports Property of Authority. Any and all reports and other data and documents provided to Authority by Concessionaire in connection with this Agreement are and shall remain the property of Authority.
- 5.10 Cash Registers Standards. Concessionaire shall ensure that all locations have cash registers with tamper-proof cumulative totals and daily totals by category including separate totals for categories of "products," "credit card," "cash," "other" and "sales tax." All registers shall maintain records of each transaction with a paper receipt going to customer at time of service and an electronic journal shall be retained by Concessionaire for the period of time hereinafter required in Section 5.11.
- 5.11 Record Keeping. Concessionaire, its sublessees, subcontractors, and sublicensees, shall keep and maintain copies of all invoices, cash receipts, financial records, supporting records, supporting documents, statistical records, and all other documents pertinent to this Agreement (collectively, "Books and Records"). The Books and Records shall, among other things, show all sales made for cash, or credit, or otherwise, without regard to whether paid or not, the cost of all Leasehold Improvements and Personalty, all labor, overhead and all sales taxes collected, and also, the Gross Revenues of the business conducted at the Airport by Concessionaire, its sublessees, subcontractors, and sublicensees, and the aggregate amount of all sales and services and orders of all such business done upon or within the premises of, or in connection with, the Airport. Concessionaire further agrees to keep its Books and Records in accordance with generally accepted accounting principles (GAAP) and agrees to maintain such other books and records as Authority may request. Concessionaire its sublessees, subcontractors, and sublicensees, shall keep separate Books and Records for each of its Airport operations and shall provide copies thereof to the Authority upon request.

- a. Sublessee, subcontractors and Sublicensees Books and Records. Concessionaires and its sublessees', subcontractors', and sublicensees', Books and Records shall be kept and maintained during the "Retention Period" (as hereinafter defined). The "Retention Period" is three (3) years following completion of each Contract Year, or if any audit has been initiated and audit findings have not been resolved at the end of the three (3) years, the Books and Records shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Authority to be applicable to any Books and Records, Concessionaire and its sublessees, subcontractors, and sublicensees, shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Concessionaire or its sublessees, subcontractors, and sublicensees. Concessionaire and its sublessees, subcontractors, and sublicensees, shall make all Books and Records required to be maintained hereunder available to Authority at the Airport, or at the corporate headquarters of Concessionaire or its sublessees, subcontractors, and sublicensees, as applicable and as may be directed by Authority.
- b. Audit of Concessionaire's Sublessees, Subcontractors and Sublicensees. Authority shall have the right, upon reasonable notice to Concessionaire at any time during the Term of this Agreement and for a period of three (3) years thereafter, to review, inspect, and/or audit the Books and Records relating to Concessionaire's operations and the operations of its sublessees, subcontractors, and sublicensees, pursuant to this Agreement to determine the correct amount of any monies required to be expended by Concessionaire hereunder towards Leasehold Improvements and refurbishments, and the correctness of the Privilege Fees paid by Concessionaire to Authority for any Contract Year which ended no more than three (3) years prior to the date of commencement of such audit, and all such records shall be made available upon forty-eight (48) hours notice and copies thereof shall be provided to the Authority upon request. In the event that any such audit reflects that the total Privilege Fees actually paid by Concessionaire during such Contract Year shall exceed the Privilege Fees due and owing for such Contract Year, then a refund will be made by Authority to Concessionaire of the amount of the difference through credits against the monthly installments of Privilege Fees payable by Concessionaire hereunder. In the event that any audit reflects that the total Privilege Fees actually paid by Concessionaire during such Contract Year shall be less than the Privilege Fees due and owing for such Contract Year, then Concessionaire shall immediately pay the difference to Authority with interest thereon at eighteen percent (18%) per annum from the date such additional Privilege Fees were due.
- c. Understated Gross Revenues. If, as a result of any audit or other means of revenue, it is established that Concessionaire understated the Gross Revenues it received from operations covered by this Agreement by three percent (3%) or more (after deductions and exclusions provided for herein) during the period covered by the audit or review, the entire expense of said



audit or review shall be borne by Concessionaire. The provisions of this Section 5.11 shall survive the expiration of termination of this Agreement.

- 5.12 Annual Audit Requirements. Concessionaire shall annually provide to Authority a special audit report on all Gross Revenues from its operations at the Airport and a separate similar report for each sublessee, subcontractor, or sublicensee. For Gross Revenues less than Two Million Dollars (\$2,000,000.00), Concessionaire's special audit report may be certified by the chief financial officer and a major equity owner of Concessionaire. For Gross Revenues in excess of Two Million Dollars (\$2,000,000.00), the special audit reports shall be prepared by an Independent Certified Public Accountant in accordance with the provisions of the "Codification of Statements on Auditing Standards." The special audit reports shall be filed with Authority within ninety (90) calendar days after the end of each Contract Year covered by this Agreement during the Term and shall include the following: (i) Schedule of all revenues by category by month; (ii) Schedule of revenues by category upon which monthly payments to Authority are computed and a list of payments to Authority for the period.; (iii) A calculation to determine that the total monthly and annual Privilege Fees were paid in accordance with this Agreement.

The special audit reports shall include an opinion on the schedule of all revenues by category and by month, the schedule of payments to Authority, and the calculation of Privilege Fees. If the audit report indicates that the amount of Privilege Fees (together with any sales taxes thereon) due and owing for any Contract Year is greater than the amount paid by Concessionaire to Authority during such Contract Year, the Concessionaire shall pay the difference to Authority with the audit report. If amount of Privilege Fees paid by Concessionaire to Authority during any Contract Year exceeds the Privilege Fees due and owing for such Contract Year, the Authority shall credit the overpayment in the following order: (i) against any past due amounts owed to Authority by Concessionaire, including interest and late fees; (ii) against currently outstanding, but not yet due, Privilege Fees owed to Authority by Concessionaire; (iii) against future Privilege Fees which will become due during the succeeding Contract Year; and (iv) against any other sums payable by Concessionaire to Authority under this Agreement or for any other reason. Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last Contract Year, the Authority shall credit the overpayment against any remaining amounts owed to Authority, including interest and late fees, and refund to Concessionaire any overpayment amount in excess of the credit.

- 5.13 Audit by Authority. Notwithstanding any provision in this Agreement to the contrary, Authority or its representative(s) may at any time perform audits of all or selected operations performed by Concessionaire under the terms of this

Agreement. In order to facilitate the audit performed by Authority, Concessionaire agrees to make suitable arrangements with Concessionaire and/or the Certified Public Accountant, who is responsible for preparing the audit report on behalf of Concessionaire pursuant to Article 5.12 above, to make available to Authority's representative(s) any and all working papers relevant to the audit performed by the Certified Public Accountant. Authority or its representative(s) shall make available to Concessionaire a copy of the audit report prepared by or on behalf of Authority. Concessionaire shall have thirty (30) calendar days from receipt of the audit report from Authority or its representative(s) to provide a written response to Authority regarding the audit report. Concessionaire agrees that failure of Concessionaire to submit a written response to the audit report in accordance with the requirements of this Article 5.13 shall constitute acceptance of the audit report as issued.

5.14 Unpaid Fees. If Concessionaire fails to make timely payment of any rentals, fees, charges and payments due and payable in accordance with the terms of this Agreement when same shall become due and payable, interest at the rate set forth in Section 5.18 shall accrue against the delinquent payments(s) from the date due until the date payment is received by Authority. The foregoing shall in no way be construed as a waiver of any right granted Authority in this Agreement nor shall this provision be construed to prevent Authority from terminating this Agreement for cause or from exercising any other right or from enforcing any other provision contained herein or provided by law.

5.15 Place of Payments. Payments required to be made by Concessionaire under this Agreement shall be made payable to:

Jacksonville Aviation Authority  
Attention: Finance and Administration  
14201 Pecan Park Road  
Jacksonville, Florida 32218

5.16 Licenses, Fees and Taxes. Concessionaire shall pay, on or before their respective due dates, all federal, state, city, county, and local taxes and fees, and all special assessments of any kind, which are now or may hereafter be levied upon any premises used by Concessionaire or the estate hereby granted, or upon Concessionaire, or upon the business conducted by Concessionaire, or upon any of Concessionaire's property used in connection therewith, or upon any sums payable hereunder, including, but not limited to any ad valorem, tangible property or intangible property taxes, and sales or excise taxes on any sums payable hereunder. Concessionaire shall maintain in current status all federal, state, county, city and local licenses and permits required for the operation of the business conducted by Concessionaire. In addition, Concessionaire shall be responsible for any and all other taxes which are due, or which may become due,

pursuant to Chapter 212, Florida Statutes, as it may be amended from time to time, and any implementing regulations.

5.17 RESERVED.

5.18 Late Payments - Interest. Authority shall be entitled to collect interest at the rate of eighteen percent (18%) per annum from the date due until the date paid on any amounts that are past due under this Agreement. The right of Authority to require payment of such interest and the obligation of Concessionaire to pay same shall be in addition to and not in lieu of the right of Authority to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by this Agreement or by applicable law.

5.19 Other Fees and Charges. Concessionaire acknowledges that Authority has or will establish, from time to time, various fees and charges for the use of various facilities, equipment and services provided by Authority and not leased to or specifically provided to Concessionaire hereunder, and the procedures relating to payment of same. Concessionaire shall pay for its use of such facilities, equipment and services at the rates and in the manner prescribed by Authority.

5.20 Additional Rent and Charges. If Authority is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Concessionaire to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of any act or omission of the Concessionaire contrary to said conditions, covenants or agreements, Concessionaire agrees to pay the sum or sums so paid by the Authority or the expense so incurred by the Authority, including all interest, at the rate set forth above, costs, damages and penalties, and the same may be added to any payment thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by Authority in the same manner and with like remedies as if it were originally a part of the privilege fees payable under this Agreement. All such sums of money shall be paid by Concessionaire immediately upon written demand therefore.

5.21 Dishonored Check or Draft. If Concessionaire delivers a check or draft to Authority in payment of any obligation arising under this Agreement that is not honored by the drawee, Concessionaire shall incur and pay a service charge in the amount established by Authority from time to time plus any service charges charged to Authority by its bank. In such event, Authority may require that future payments be made by cashier's check or other means acceptable to Authority.

- 5.22 Net Agreement. This Agreement in every sense shall be without cost or expense to Authority including without limitation, cost and expenses relating to the development, maintenance, improvements and operation of the Assigned Area.
- 5.23 Employee Parking Facilities. Authority, while providing parking facilities to Concessionaire's employees in common with employees of other concessionaires and users of the Airport, retains the right, at the sole election of Authority, to impose a reasonable charge for the privilege of utilizing these parking facilities.
- 5.24 Security and Employee Identification Badges. Concessionaire agrees and consents to comply with Authority's security and identification badge requirements. All of Concessionaire's employees and staff that work or have business at the Airport and any other person at the Airport at the request of, or pursuant to the requirements of, Concessionaire will obtain proper Airport badges to access and work in the respective work location and shall pay the Authority's charges for such badges.

## ARTICLE 6

### OPERATIONAL STANDARDS

- 6.01 Equal Treatment of Customers. Concessionaire shall furnish its services and sales on a fair, equal, and non-discriminatory basis to all customers, and charge fair, reasonable, and non-discriminatory prices for all sales and services.
- 6.02 Quality of Service. Concessionaire shall provide good, prompt, efficient and courteous service to all users of the Airport. Concessionaire shall maintain close supervision over all its employees to ensure maintenance of a high quality of service and courtesy to the public.
- 6.03 Hours of Operation. The hours of business during which Concessionaire is to conduct its operations at the Assigned Area shall be such that passengers of any and all flights, arriving at or departing, will be accommodated, unless otherwise permitted by written consent from the CEO. The CEO or his designee reserves the right to order changes in the hours of operation to insure that such services are available.
- 6.04 Personnel. The Concessionaire agrees that its employees, agents and or representatives shall be of sufficient number so as to properly conduct the concessionaire's operations. Concessionaire's personnel performing services hereunder shall be neat, clean and courteous and uniformed in a manner acceptable to Authority. Personnel shall be required to wear the appropriate

approved uniform at all times when on duty. Concessionaire shall not permit its agents, representatives, or employees to solicit tips, use improper language, or act in a loud, boisterous or otherwise improper manner. Authority shall be the sole judge as to whether the conduct of Concessionaire's representative, agents, or employees is objectionable, and if so judged by Authority, Concessionaire shall take all steps necessary to eliminate the conditions that occasioned such judgment.

- 6.05 Relationships with Other Concessionaires. Concessionaire shall maintain a friendly, professional, cooperative relationship with all other concessionaires and businesses at the Airport, and shall not engage in open or public disputes, arguments, disagreements, conflicts or actions tending to be incompatible to the best interest of the public or the Authority.
- 6.06 Manager. The management, maintenance and operation of the Assigned Areas shall at all times be under the supervision and direction of an active, qualified, competent manager ("Manager") who shall at all times be subject to the direction and control of Concessionaire. Concessionaire further agrees to assign a qualified subordinate to be in charge, and to be available in the absence of the Manager.
- 6.07 Wages. Concessionaire shall pay wages that are not less than the minimum wages required by federal and state statutes and local ordinances, to persons employed in its operations hereunder.
- 6.08 Cash Handling. Concessionaire agrees to maintain adequate fidelity bonds on employees engaged in cash handling activities. Concessionaire shall maintain a policy outlining the rules, regulations, and operating procedures which apply to its employees, which shall be submitted to Authority for its written consent. Concessionaire agrees to demonstrate compliance with the rules, regulations and operating procedures contained within the policy. Concessionaire shall promptly provide Authority with any changes, modifications or revisions to its rules, regulations and operating procedures.
- 6.09 Marketing and Management Plans. Concessionaire shall provide Authority with updated Marketing and Management Plans (collectively, "Plans") on an annual basis if requested in writing by Authority, which shall be subject to the consent of Authority. Concessionaire agrees to implement such Plans and Concessionaire shall not modify or deviate from any of the submitted Plans without the prior written approval of Authority. The burden of proving compliance with the Plans rests with Concessionaire, and a failure by Concessionaire to comply with the Plans approved by Authority shall be a default under this Agreement, entitling

Authority to exercise any and all remedies available under this Agreement or as provided by law.

- 6.10 Advertising, Contracts and Publicity. All contracts, advertising, solicitation and publicity regarding Concessionaire shall be made in Concessionaire's legally authorized name and shall not in any manner misrepresent the relationship between Authority and Concessionaire or Authority's interest herein.
- 6.11 Solicitation. Concessionaire agrees that its employees, agents and representatives shall not solicit business from any area of the Airport, including any area in front of the Assigned Area other than the normal conducting of business as contemplated hereunder from the Assigned Areas.
- 6.12 Standard of Service. Concessionaire shall operate and maintain a standard of service and quality at least equal to that high standard provided at comparable airports, while at the same time operating in a commercially reasonable and legally required manner. Authority's determination as to the quality of service that is required shall be conclusive and shall be accepted and performed by Concessionaire.
- 6.13 Cleanliness. Concessionaire shall be responsible to ensure that all Assigned Areas are maintained in a clean and orderly manner and free of debris and trash.
- 6.14 Rules and Regulations. Concessionaire shall inform each of its employees, agents and representatives of the pertinent rules and regulations of the Airport and the applicable provisions of this Agreement, and instruct such employees, agents and representatives as to the methods and procedures used at the Airport. Concessionaire shall not discriminate against any person or group of persons in any manner prohibited by Federal, State, or local laws, rules or regulations.
- 6.15 Complaints. Concessionaire shall forward to Authority upon request, a list of any complaints, whether verbal or written, accompanied by Concessionaires' resolution of, or response to, any such complaints. Questions or complaints regarding the quality of services or rates, whether raised by customers' complaints or on Authority's own initiative or otherwise, may be submitted to Concessionaire for response by Concessionaire. Concessionaire shall provide a response to Authority within seven (7) calendar days following submission by customers or by the Authority of said questions, complaints or comments.

- 6.16 Contact Number. Concessionaire shall provide Authority with emergency telephone numbers at which Concessionaire's Manager may be reached on a 24-hour basis.
- 6.17 Emergency Evacuation and Hurricane Plans. Upon request by Authority, Concessionaire shall provide Authority emergency evacuation and hurricane plans consistent with the Authority's plans for the Airport. These plans shall be detailed procedures of actions to be taken by Concessionaire, if an evacuation need or hurricane alert warning is present. Hurricane plans are to be annually updated, if requested by Authority. Concessionaire shall provide Authority copies of all changes, modifications, revisions and updates to its emergency evacuation and hurricane plans.
- 6.18 Conflict. Should a conflict arise between Concessionaire and other concession operator's lessees at the Airport regarding the scope of concession privileges, the CEO's decision on the matter shall be final and conclusive. Concessionaire agrees to abide by the CEO's decision.
- 6.19 Vandalism and Fraud. Concessionaire shall be required to resolve vandalism and fraud problems, all of which shall be at the sole risk and expense of Concessionaire. Concessionaire shall assume all financial responsibility for dishonored credit cards, fraudulent calls and loss of funds or non-collected funds. None of the foregoing costs shall permit or entitle Concessionaire to any deductions from or credits against the Privilege Fees payable to Authority.
- 6.20 Employee Discounts. Concessionaire shall provide a program for badged employee discounts (regardless of the identity of the employer) in the amount of ten percent (10%) off the regular price for all items offered for sale by Concessionaire at all of its Assigned Areas.
- 6.21 Pricing Policy. Concessionaire shall maintain a pricing policy which ensures that all items and products at all Assigned Areas are sold at prices no more than ten percent (10%) higher than those at comparable retail outlets not located at either airports, attractions, entertainment parks or resorts. Annually, Concessionaire will submit to Authority, for Authority's approval, a proposed list of three (3) similar and/or comparable retail outlets which are not located at airports, attractions, entertainment parks or resorts and located within a twenty-five (25) mile radius of the Airport. If such a similar and/or comparable retail outlet is not located within twenty-five (25) miles the CEO or his designee and Concessionaire may agree upon a comparable retail outlet. On an annual basis beginning July 1<sup>st</sup> of each Contract Year, Concessionaire will provide a written comparison, covering at least twenty-five (25) of the best selling retail items and

products offered for sale at the Assigned Areas, comparing the prices charged at the Assigned Areas with the average price being charged for similar items and products at the three (3) approved similar and/or comparable outlets. The purpose of such written comparisons submitted by Concessionaire is to assist Authority in evaluating Concessionaire's compliance with Section 6.21 herein. However, submission of such reports showing compliance will not be determinative of actual compliance.

In the event Authority's CEO or his designee, in that person's sole discretion, determines that the price charged by Concessionaire for one or more of its items and products is more than 10% higher than the price for a similar items and products at a similar and/or comparable outlet, then, within seven (7) calendar days of written notice of noncompliance with this Section 6.21, Concessionaire will reduce its price(s) for such items(s) accordingly. Concessionaire's failure to comply with the requirements of this Section 6.21 shall be a default under this Agreement, entitling Authority to exercise any and all remedies available hereunder or provided by law.

- 6.22 Credit Cards. The Concessionaire shall honor at least three (3) major credit cards subject to the written approval of the Authority.

## **ARTICLE 7**

### **MAINTENANCE STANDARDS**

- 7.01 Maintenance and Repairs. Concessionaire is responsible for all maintenance and repairs of the Assigned Area of any nature except:
- a. Structural repairs to the roof, floor and exterior walls and windows of the Airport Terminals.
  - b. All HVAC supply mains, and electrical power supply stubbed up to Concessionaire's Assigned Areas.
- 7.02 Minimum Maintenance Costs. During each Contract Year of the Agreement, Concessionaire agrees to set aside an amount equal to one-quarter percent (.25%) of its Annual Gross Revenues to be used solely for light maintenance, painting and annual cleanup during each Contact Year and Concessionaire agrees to expend such sums for such purposes during each Contract Year. Upon request, Concessionaire shall provide such documentation as Authority may reasonably request to document that such expenditures have been made for each Contract Year.
- 7.03 Damage or Water Leakage. Authority shall not be liable to Concessionaire for any



damage to product or merchandise, trade fixtures or personal property of Concessionaire or others in the Assigned Area or Terminal caused by water leakage from the roof, water lines, sprinkler, or heating and air conditioning equipment. Furthermore, Authority shall not be liable to Concessionaire for any damage to persons or property of any kind caused by any other damage or disrepair to the structural or permanent portions of any Assigned Area or the Terminal, unless (i) Authority has had reasonable opportunity to perform repairs after being notified in writing of the need for same by Concessionaire; and (ii) any such damage or disrepair shall not have been due to any actions or negligence of Concessionaire or any of its agents, employees, representatives, or invitees.

- 7.04 Janitorial and Cleaning Services. Concessionaire shall provide at its expense such janitor, toilet, and cleaning services and supplies as may be necessary or required in the operation and maintenance of its Assigned Area. Concessionaire also agrees to keep and maintain the interior of its Assigned Area in a clean, neat and sanitary condition, and attractive in appearance, at its sole cost and expense.
- 7.05 Concessionaire's Responsibilities. Concessionaire shall maintain and make necessary repairs, structural or otherwise, to the interior of its Assigned Area and the fixtures and equipment therein and appurtenances thereto, including, without limitation, the interior windows, doors and entrances, both interior and exterior of storefronts, signs, show cases, floor covering, interior walls and ceiling, the interior surface, the surfaces of interior columns, exclusive of structural deficiencies, other than such structural deficiencies caused by Concessionaire, any columns erected by Concessionaire, and partitions and lighting within the Assigned Area. This maintenance shall be such that the original theme will be maintained in accordance with the original approved plans for the Assigned Area.
- 7.06 Service Lines. Concessionaire shall keep and maintain in good condition all service and utility lines and electrical equipment and fixtures located at or in its Assigned Area.
- 7.07 Quality of Repairs. All repairs done by the Concessionaire or on its behalf shall be of first class quality in both materials and workmanship. All repairs will be made in conformity with the rules and regulations prescribed from time to time by the Authority or by federal, state and local authorities having jurisdiction over the work.
- 7.08 Inspection Right. Authority may inspect the Assigned Area at any time to determine whether Concessionaire has complied with and is complying with the terms and conditions of this Agreement and other enumerated health and operational standards. Upon written notice by Authority to Concessionaire, Concessionaire shall perform the required maintenance or repair needed to meet

the standards of this Agreement. The Authority shall reasonably judge Concessionaire's performance under this Article as to the quality of maintenance and repair. If Concessionaire has not made a good faith effort, as determined by Authority, to begin to perform the maintenance or repair within ten (10) calendar days after receipt of Authority's written notice and to diligently pursue the same to completion, Authority shall have the right to enter the Assigned Areas and perform the necessary maintenance or repair, and Concessionaire hereby expressly agrees that it shall fully assume and be liable to Authority for payment of the costs thereof, plus twenty-five percent (25%) administrative overhead plus interest at eighteen (18) percent per annum. Such maintenance or repair cost, plus the administrative cost and interest, shall be due and payable within ten (10) calendar days of Authority's billing.

- 7.09 Failure to Make Repairs or Undertake Maintenance. If, (i) within ten (10) calendar days as to non-emergency, and (ii) within a reasonable time as to emergency situations, Concessionaire refuses or neglects to undertake any maintenance, repair or replacements requested by representatives of Authority, or if Authority is required to make any repairs necessitated by the negligent acts or omissions of Concessionaire, its employees, agents, servants or licensees, Authority shall have the right to make such repairs on behalf of and for Concessionaire. Such work shall be paid for by the Concessionaire within ten (10) calendar days following demand for said payment cost to the Authority, plus twenty-five percent (25%) administrative overhead plus interest at eighteen (18) percent per annum.
- 7.10 Trash and Garbage. Concessionaire will provide for timely and adequate sanitary handling and removal of all trash, garbage and other refuse caused as a result of Concessionaire's operations. Concessionaire agrees to provide and use suitable covered receptacles for all garbage, trash and other refuse in its Assigned Area. Piling of boxes, cartons, barrels or similar items shall not be permitted in a public area. Concessionaire shall maintain the Assigned Area in a neat, orderly and clean condition. There shall be no food, papers, or rubbish visible at any time.
- 7.11 Deliveries. All deliveries will be made in a manner, location, and at times established by Authority. All vendors traveling on the apron must be escorted by an employee or agent of Concessionaire and otherwise in accordance with requirements of the Authority. Concessionaire and all its vendors must comply with the requirements of the TSA and with the Airport Security Plan.
- 7.12 Rodents, Insects and Pests. Concessionaire agrees to provide adequate control of rodents, insects, and other pests in its Assigned Area. In the event that Concessionaire's rodent, insect and pest control program is not acceptable or

sufficient, Authority may seek to control such rodents, insects and pests by other means. Concessionaire agrees to reimburse Authority no later than ten (10) calendar days following demand for any expenses incurred by Authority due to conditions within Concessionaire's Assigned Area. In the event Concessionaire fails to reimburse Authority within ten (10) calendar days, Concessionaire shall reimburse Authority for costs expended plus twenty-five percent (25%) administrative overhead plus interest at eighteen (18) percent per annum.

## **ARTICLE 8**

### **CONSTRUCTION OF IMPROVEMENTS/ SIGNAGE**

- 8.01 Required Improvements. Concessionaire shall, at its sole cost and expense, install all improvements and trade fixtures necessary and customary for the operation of a specialty retail concession within the Assigned Area in accordance with the requirements of this Article 8.
- 8.02 Alterations, Improvements or Additions. Concessionaire shall make no alterations, additions or improvements to the Assigned Area, without the prior written approval from Authority, which approval may be granted or withheld by Authority in its sole discretion.
- 8.03 Construction Requirements. All improvements, alterations and additions made by Concessionaire to the Assigned Area shall be of high quality and meet applicable Federal, State and local laws, regulations, and Authority's Leasehold Development Standards, rules and requirements. Prior to the commencement of construction, two (2) full and complete set of plans and specifications for all improvements, alterations and/or additions shall be submitted to Authority for their review and approval, which approval may be granted or withheld in Authority's sole discretion. All improvements shall be completed in accordance with construction standards established by Authority and the plans and specifications approved by Authority.
- 8.04 Construction Bonds. Concessionaire shall ensure that all improvements are constructed to completion in accordance with the approved plans and specifications and that all persons or entities performing work or providing materials relating to such improvements including, but not limited to, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professional, are paid in full for such services and materials. Concessionaire, at its sole cost and expense, shall cause to be made, executed and delivered to Authority prior to commencement of any improvements to the Assigned Areas, a performance bond and a payment bond, drawn in a form and substance acceptable to Authority, and issued by a company approved by

Authority, guaranteeing compliance by Concessionaire of its obligations arising under this Article 8.

- 8.05 Contractor Requirements. Concessionaire shall require contractors to furnish for the benefit of Authority a public construction bond as required under Section 255.05, Florida Statutes in a form approved by Authority. Concessionaire shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive auto insurance and physical damage insurance on a Builder's Risk form with the interest of Authority endorsed thereon, in such amounts and in such manner as Authority's Risk Management may reasonably require. Authority's Risk Management may require additional insurance for any alterations, additions or improvements approved pursuant to this Agreement in such amount(s) as Authority's Risk Management reasonably determines to be necessary.
- 8.06 No Liens. Concessionaire covenants and agrees that nothing contained in this Agreement shall be construed as consent by Authority to subject the estate of Authority to liability under the Construction Lien Law of the State of Florida. Concessionaire shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Concessionaire of this provision of this Agreement. If so requested by Authority, Concessionaire shall file a notice satisfactory to Authority in the Public Records of Duval County, Florida stating that the Authority's interest shall not be subject to liens for improvements made by Concessionaire. In the event that a construction lien is filed against the Assigned Area, or other Authority property in connection with any work performed by or on behalf of Concessionaire, Concessionaire shall satisfy such claim, or transfer same to security within ten (10) calendar days, and if Concessionaire fails to do so, Authority may do so and thereafter charge Concessionaire, and Concessionaire shall promptly pay to Authority upon demand all costs incurred by Authority in connection with the satisfaction or transfer of such claim, including, but not limited to, attorney's fees plus interest at eighteen (18) percent per annum.
- 8.07 Signage. Concessionaire has the right to install and maintain appropriate signs in the Assigned Area provided the design, installation and maintenance of such signs is consistent with the graphic standards of the Airport and has the written approval of Authority prior to installation. The signage existing in the Assigned Area as of the Commencement Date of this Agreement shall in no way establish the standard (or any precedent whatsoever) as to the type of signage that Authority shall deem acceptable in the future in connection with Concessionaire's Minimum Capital Expenditures or any other improvements or refurbishings of the Assigned Area, whatsoever, or upon any replacement of existing signage.

## **ARTICLE 9**

### **TITLE TO IMPROVEMENTS**

- 9.01 Title to Improvements. All Improvements constructed or placed upon the Assigned Area, excluding Personalty, shall become the absolute property of Authority upon termination or expiration of this Agreement and Authority shall have every right, title, and interest therein, free and clear of any liens, mortgages or encumbrances.
- 9.02 Evidence of Transfer of Ownership. Upon termination or expiration of this Agreement and the request of Authority, Concessionaire shall provide Authority with a bill of sale or other evidence of the transfer of ownership of the Improvements together with evidence satisfactory to Authority that the Improvements are free from liens, mortgages and other encumbrances.
- 9.03 Removal of Improvements. Notwithstanding anything in this Agreement to the contrary, upon termination or expiration of this Agreement, Authority shall be entitled, at its option, to have the Assigned Area returned to Authority free and clear of some or all of the improvements at Concessionaire's sole cost and expense. In such event, Authority shall provide timely notification to Concessionaire of its election to require removal of Improvements. Concessionaire shall have thirty (30) calendar days from date of notice within which to remove the Improvements. If Concessionaire fails to remove the Improvements, Authority may remove the Improvements. Concessionaire agrees that Concessionaire shall fully assume and be liable to Authority for payment of all costs of removal of the Improvements (whether direct or indirect) incurred by Authority, plus a twenty-five percent (25%) administrative overhead fee, plus interest at eighteen (18) percent per annum, which costs and administrative overhead and interest fee shall be due and payable to Authority upon demand notice provided by the Authority. The obligations arising under this Article 9 shall survive the expiration or termination of this Agreement.

## **ARTICLE 10**

### **SECURITY**

Concessionaire acknowledges and accepts full responsibility for the security and protection of the Assigned Area and any and all of Concessionaire's inventory and equipment now existing or hereafter placed on or installed at the Airport, and for the prevention of unauthorized access to its facilities and expressly agrees to comply with all rules and regulations of Authority and of any and all other governmental entities that now or may hereafter have jurisdiction over such security. Concessionaire fully understands that the police security protection provided by Authority is limited to that

provided by the Jacksonville Aviation Authority Police Department for the benefit of the Authority and for the benefit of any and all other business situated at the Airport, and expressly acknowledges that any security measures deemed necessary or desirable for additional protection of the Assigned Area shall be the sole responsibility of Concessionaire and shall involve no cost to Authority.

## **ARTICLE 11**

### **INSURANCE**

Concessionaire shall, at its sole expense, maintain in full force and effect at all times during the Term of this Agreement, the insurance limits, coverages and endorsements required herein. Neither the requirements contained in this Article 11, nor Authority's review, or acceptance of insurance shall in any manner limit or qualify the liabilities and obligations assumed by Concessionaire under this Agreement.

- 11.01 Commercial General Liability. Concessionaire shall maintain Commercial General Liability insurance with limits of liability of not less than One Million Dollars (\$1,000,000) each occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability. Fire Legal Liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000). Coverage shall be provided on a primary basis.
- 11.02 Workers' Compensation & Employers Liability. Concessionaire shall maintain Workers' Compensation & Employers Liability insurance in accordance with applicable law. This coverage shall be provided on a primary basis. In the event Concessionaire subcontracts any portion of the work or services required or permitted by this Agreement to another party, Concessionaire shall be responsible for ensuring the subcontractor maintains Worker's Compensation & Employers Liability insurance, or Concessionaire shall provide coverage under its own Worker's Compensation & Employers Liability policy on behalf of the subcontractor.
- 11.03 All-Risk Property Insurance shall be provided for physical damage to the property of the Concessionaire and to its Assigned Area and other leasehold improvements, with coverage for a minimum of one hundred percent (100%) of the replacement value of the property.
- 11.04 Additional Insured Endorsement. Concessionaire shall endorse Authority as an Additional Insured on each liability insurance policy and as an additional loss payee on any property insurance policy, required to be maintained by Concessionaire, except for Worker's Compensation and Business Auto Liability

insurance policies. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be endorsed to the Commercial General Liability policy. Other policies, when required, shall provide a standard Additional Insured endorsement offered by the insurer. The Additional Insured endorsements shall provide coverage on a primary basis. The Additional Insured endorsement shall read:

Jacksonville Aviation Authority  
c/o: Risk Management  
14201 Pecan Park Road  
Jacksonville, Florida 32218

- 11.05 Certificate of Insurance. Concessionaire shall provide Authority with a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) calendar day requirement to notify the Authority due to cancellation or non-renewal of coverage. In the event coverage cancels or non-renews during the Term of this Agreement, Concessionaire shall furnish a new certificate of insurance evidencing replacement coverage thirty (30) calendar days prior to the expiration of such insurance.
- 11.06 Cancellation of Coverage. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Concessionaire is completed. All policies must be endorsed to provide Authority with at least thirty (30) calendar days' notice of cancellation and/or restriction. If the any of the insurance coverages will expire prior to the termination of this Agreement, copies of renewal policies shall be furnished at least thirty (30) calendar days' prior to the date of their expiration.
- 11.07 Waiver of Subrogation. Concessionaire agrees by way of entering this Agreement in writing to a Waiver of Subrogation for each required policy providing coverage during the Term of this Agreement. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Concessionaire shall notify its 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 prohibiting such an endorsement, or voiding coverage should Concessionaire enter into such an agreement on a pre-loss basis.

- 11.08 Deductibles, Coinsurance, & Self-Insured Retention. Concessionaire shall be fully and solely responsible for any deductible, coinsurance penalty or self-insured retention, including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with a policy.
- 11.09 Right to Review or Reject Insurance. Authority's Risk Management may review, modify, reject or accept any required policies of insurance, including, but not limited to, limits, coverages or endorsements, required by this Article 11 from time to time throughout the Term of this Agreement. Authority may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, Authority shall provide Concessionaire a written notice of rejection, and Concessionaire shall comply within thirty (30) calendar days of receipt of the notice.
- 11.10 No Representation of Coverage Adequacy. Concessionaire acknowledges the limits, coverages and endorsements required by this Article 11 are intended to minimize liability for Authority. Concessionaire agrees that it will not rely upon the requirements of this Article 11 when assessing the extent or determining appropriate types or limits of insurance coverage to protect Concessionaire against any loss exposures, whether as a result of this Agreement or otherwise.

## **ARTICLE 12**

### **INDEMNIFICATION**

Concessionaire agrees to protect, defend, reimburse, indemnify and hold Authority, its agents, employees, board members and officers (collectively, the "Indemnified Entities") and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against any of the Indemnified Entities, or in which any of the Indemnified Entities is named or joined, arising out of this Agreement, or Concessionaire's use or occupancy of the Assigned Areas, including, without limitation those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Concessionaire's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of Concessionaire or any breach of the terms of this Agreement: provided, however, Concessionaire shall not be responsible to any of the Indemnified Entities for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence of Authority its respective agents, servants, employees, board members and officers. Concessionaire further agrees to hold harmless and indemnify any of the Indemnified Entities for any fines, citations, court judgments, insurance



claims, restoration costs or other liability resulting from or in any way arising out of or due to Concessionaire's activities or operations or use of the Assigned Area whether or not Concessionaire was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving the activities. This indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of or at the request of Concessionaire. Concessionaire recognizes the broad nature of this indemnification and hold-harmless provision, and acknowledges that Authority would not enter into this Agreement without the inclusion of such clause, and voluntarily makes this covenant in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Article 12 shall survive the expiration or termination of this Agreement.

### **ARTICLE 13**

#### **DAMAGE OR DESTRUCTION OF PREMISES/IMPROVEMENTS**

13.01 Concessionaire's Obligations. Concessionaire hereby assumes full responsibility for the condition of the Assigned Area and character, acts and conduct of all persons admitted to the Assigned Area by or with the actual or constructive consent of Concessionaire or by or with the consent of any person acting for or on behalf of Concessionaire. If the Assigned Area, improvements, or any part thereof, are damaged in any way whatsoever, whether by act of God, by the act, default or negligence of Concessionaire, or of Concessionaire's members, agents, employees, officers, representatives, guests, invitees, contractors, patrons, or any person admitted to the Assigned Area by Concessionaire or otherwise, Concessionaire shall, at its sole cost and expense, restore the Assigned Area to the condition existing prior to such damage. Concessionaire shall commence such restoration within thirty (30) calendar days and shall diligently pursue such restoration to completion. Such repairs, replacements or rebuilding shall be made by Concessionaire in accordance with the construction requirements contained herein and as established by the Authority. If Concessionaire fails to restore the Assigned Area as required above, Authority shall have the right to enter the Assigned Area and perform the necessary restoration, and Concessionaire hereby expressly agrees that it shall fully assume and be liable to Authority for payment of the costs thereof, plus twenty-five percent (25%) administrative overhead plus interest at eighteen (18) percent per annum. Such restoration cost, plus the administrative cost and interest, shall be due and payable within thirty (30) calendar days from date of written notice thereof.

13.02 Right to Terminate. If any of the improvements on the Assigned Area are damaged or destroyed in whole or in substantial part by fire or other casualty, Concessionaire may, subject to approval of Authority, be relieved of the obligation to repair, replace or rebuild the same and have the right to terminate this Agreement provided (i) Concessionaire shall provide Authority written notice

thirty (30) calendar days prior to such proposed termination, (ii) written approval by Authority is delivered by Authority to Concessionaire, and (iii) concessionaire pays to the Authority an amount equal to (x) the amount of insurance that Concessionaire is required to have in effect by the provisions of this Agreement plus (y) the amount of any deductibles and/or co-payment (collectively the "Casualty Termination Amount"). If this Agreement is so terminated, the Casualty Termination Amount retained by Authority. All fees and other sums due hereunder payable under this Agreement shall be prorated and paid to the date of such termination. The receipt and acceptance of the Casualty Termination Amount by Authority under this Article 13 will relieve Concessionaire from any responsibility to restore the Assigned Area to their former condition; provided, however, that Concessionaire expressly agrees, covenants and warrants that nothing herein shall serve to relieve Concessionaire of its liability for penalties or expenses associated with, arising out of, or in any way resulting from any impairment of or damage to the environment of the Assigned Area, and Concessionaire further waives any claim against Authority for damages or compensation, should this Agreement be so terminated.

13.03 Insurance Proceeds. If the Agreement is not terminated pursuant to Section 13.02, upon receipt by Concessionaire of the proceeds of the insurance policy or policies, the proceeds, together with all additional amounts required for replacement and/or rebuilding, shall be deposited in an escrow account approved by Authority so as to be available to pay for the cost of such repair, replacement or rebuilding. Such proceeds and additional amounts shall be disbursed during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Concessionaire shall pay any additional amounts required into the escrow account. If the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be remitted to Concessionaire.

13.04 Termination Upon Destruction or Other Casualty. In the event the Assigned Area, or any part thereof, shall be destroyed or damaged in whole or in part by fire, water or any other cause, or if unforeseen occurrence shall likewise render the fulfillment of this Agreement by Authority impossible, then Authority, at its sole option, may terminate this Agreement. Concessionaire shall pay all fees, rental, costs, and satisfy all of its obligations hereunder arising prior to the time of such termination, whereupon this Agreement shall terminate and the parties shall be relieved of all further obligation hereunder other than those which expressly survive expiration or termination of this Agreement. Concessionaire hereby waives any claim for damages or compensation should this Agreement be so terminated.

## ARTICLE 14

### DEFAULT AND TERMINATION

- 14.01 Authority's Rights of Termination. Authority, in addition to any other right of termination or other rights or remedies herein given to it or any other rights or remedies to which it may be entitled by law or in equity or otherwise, may terminate this Agreement by giving Concessionaire written notice of such termination, upon or after the happening of any one or more of the following events ("Events of Default"):
- a. Concessionaire fails to (i) make due and punctual payment of any rents, fees or other amounts payable hereunder on the date specified for such payments and such default shall continue for a period of fifteen (15) calendar days thereafter or (ii) maintain the insurance required by this agreement;
  - b. Concessionaire files a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or substantially all of Concessionaire's assets;
  - c. Institution of proceedings in bankruptcy against Concessionaire and continuation thereof for a period of ninety (90) calendar days;
  - d. Taking of jurisdiction by a court of competent jurisdiction of Concessionaire or its assets pursuant to proceedings brought under the provisions of any federal or state insolvency or reorganization act;
  - e. Appointment of a receiver or trustee of Concessionaire's assets by a court of competent jurisdiction or by a voluntary agreement with Concessionaire's creditors;
  - f. Abandonment by Concessionaire of the Assigned Areas or the conduct of its business with the Airport passengers and, in this connection, suspension of operations for a period of ten (10) calendar days will be considered abandonment;
  - g. Concessionaire is prevented for a period of thirty (30) calendar days, from conducting its business with the Airport passengers, or it is so prevented from conducting any business at the Airport, either by:
    1. reason of the United States or any agency thereof, acting directly or indirectly, taking possession of, in whole or substantial part, the Assigned Area or premises required for the actual operation of Concessionaire's business at the Airport, or
    2. if all or a substantial part of the Assigned Area shall be acquired through the process of eminent domain;
  - h. The failure of Concessionaire to use the Assigned Area in accordance with the terms and conditions of this Agreement or the failure of the Concessionaire to maintain the insurance required by this Agreement;
  - i. If Concessionaire shall fail to provide the Security for Payment in accordance with Article 5.07 or to renew or replace such Security for Payment on or before

the date on which the same is required hereunder;

- j. If Concessionaire shall fail to take possession of the Assigned Area or;
- k. Non compliance with Florida Statute 287.133 - Concerning Criminal Activity on Contracts with Public Entities.
- l. The failure of Concessionaire, to keep, perform or observe any other term, covenant or condition of this Agreement to be kept, performed or observed by Concessionaire; provided, however, that if by its nature such default cannot be cured immediately if Concessionaire fails to commence to cure or remove such default immediately and thereafter pursues the curing or removal and completes such cure or removal within thirty (30) days;

14.02 Payment after Default: The acceptance of rentals, fees or charges by Authority from Concessionaire for any period or periods after a default by Concessionaire of any of the terms, covenants and conditions herein required to be performed, kept and observed by Concessionaire shall not be deemed a waiver or estoppel of any right on the part of Authority to terminate this Agreement for failure by Concessionaire to so perform, keep or observe any of said terms, covenants or conditions.

14.03 Termination and Reletting: Should there occur an early termination of this Agreement pursuant to the terms of this Agreement, Authority shall have the right to reenter the Assigned Area of Concessionaire, make repairs necessary, and enter into another agreement for lease of the Assigned Areas, or any part thereof, for the remainder of the term hereof. In the event of such early termination, Concessionaire shall remain liable to Authority for the full amount of all fees and charges, all costs of repair and reletting, including the Privilege Fee under Article 5, but excluding the Percentage Fee under Section 5.03, and shall continue to pay the same or such part thereof that remains unpaid after the application of the fees and charges collected by Authority from such other agreement for the Assigned Area and privileges or any part thereof. Concessionaire shall remain liable for such payments whether or not another agreement is entered into, Authority's responsibility being in mitigation of damages as provided herein.

14.04 Concessionaire's Right of Termination: In addition to any other right of cancellation herein given to Concessionaire or any other rights to which it may be entitled by law, as long as Concessionaire is not in default in payment to Authority of any amounts due Authority under this Agreement or any other agreement, Concessionaire may terminate this Agreement by giving Authority thirty (30) calendar days' advance written notice, to be served as hereinafter provided, upon or after the happening of the following events:

- a. Permanent abandonment of passenger airline operations at the Airport;
- b. Default by Authority of any of the covenants or conditions contained herein and the failure of Authority to remedy such default for a period of sixty (60) calendar days after its receipt from Concessionaire of written notice to remedy the same;
- c. Concessionaire shall be prevented for a period of thirty (30) calendar days, after exhausting or abandoning all appeals, by an action of any government authority, board, agency or offices having jurisdiction thereof, from conducting its business with airline passengers arriving at the Airport or it is so prevented from conducting any business at the Airport by reason of a taking of possession of the Assigned Areas by the U.S. Government.

## **ARTICLE 15**

### **AIRPORT SECURITY**

Concessionaire agrees to observe all security regulations and other requirements of any agency of the Federal government, including, but not limited to, the FAA and TSA, applicable to Concessionaire or to the Airport, as such regulations or requirements have been or may be amended, including without limitation, Title 14, Part 139 of the Code of Federal Regulations and Title 49, Part 1500 of the Code of Federal Regulations. Concessionaire agrees to comply with the Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by Authority, and to take such steps as may be necessary or directed by Authority to insure that sublessees, employees, invitees and guests observe these requirements. Concessionaire shall conduct background checks of its employees and representatives to the extent required by any Federal, State or local law or if, to the extent permitted by law, required by the Authority. Authority shall have the right to require the removal or replacement of any employee and representatives of Concessionaire at the Airport that Authority has reasonably determined may present a risk to public safety or the security of the Airport. If as a result of the acts or omissions of Concessionaire, its sublessees, employees, invitees or guests, Authority incurs any fines and/or penalties imposed by any federal, state or local governmental entity, including the FAA or TSA; any expense in enforcing the regulations of any federal, state or local governmental entity, including the FAA or TSA or the rules or regulations of Authority; or any expense in enforcing the Airport Security Program, then Concessionaire agrees to pay to Authority all such costs and expenses, including all costs of administrative proceeding, court costs, and attorneys fees and all costs incurred by Authority in enforcing this provision. Concessionaire further agrees to rectify any security deficiency or other deficiency as may be determined by Authority, the FAA or TSA. In the event Concessionaire fails to remedy any such deficiency, Authority may do so at the cost and expense of Concessionaire. Concessionaire acknowledges and agrees that Authority may take whatever action is necessary to rectify any security deficiency or any other deficiency identified by Authority, the FAA or TSA.

## **ARTICLE 16**

### **ASSIGNMENT AND TRANSFER**

Concessionaire shall not, in any manner, assign, transfer or otherwise convey this Agreement or any interest in this Agreement, or sublet the Assigned Area, or any portion thereof ("Assignment"), without the prior written consent of Authority, which consent may be granted or withheld by the Authority in its sole discretion. Any such attempted Assignment without Authority approval shall be null and void. In the event the Authority consents in writing to an Assignment, Concessionaire shall have the right only to the extent permitted by Authority's consent to such Assignment, provided that the use of the Assigned Areas shall be limited to the same uses as are permitted under this Agreement. No request for, or consent to, such Assignment shall be considered unless Concessionaire shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified. Authority reserves the right to investigate the financial capacity of the proposed assignee. Any permitted Assignment shall be subject to the same conditions, obligations and terms as set forth herein and Concessionaire remain liable hereunder and shall be fully responsible for the observance by its assignees of the terms and covenants contained in this Agreement. Notwithstanding any provision of this Agreement to the contrary, in the event of an approved Assignment, Concessionaire shall remain primarily liable to Authority for fulfilling all obligations, terms, and conditions of this Agreement, throughout the Term of this Agreement. Authority may freely assign this Agreement at any time without the consent of Concessionaire, and upon assumption by such assignee of Authority's obligations hereunder, Authority shall be released from all liability and obligation arising hereunder after such assignment.

## **ARTICLE 17**

### **COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES**

Concessionaire (including its officers, agents, servants, employees, contractors, sub operators, and any other person or entity over which Concessionaire has the right of control) agree that throughout the Term of this Agreement, Concessionaire shall at all times be and shall remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature, as now or hereafter amended, including, but not limited to requirements of the Authority, the Federal Aviation Administration ("FAA"), the Transportation Security Administration ("TSA"), FAA Advisory Circulars and Airport Rules and Regulations. Concessionaire agrees that it shall require its appropriate managers, supervisors, and employees to attend such training and instructional programs as the Authority may, from time to time require, in connection with the Airport Rules and Regulations and policies and procedures related to certification of the Airport under Title 14, Part 139 of the Code of Federal Regulations, as now or hereafter amended.

## **ARTICLE 18**

### **AMERICANS WITH DISABILITIES ACT**

Concessionaire shall comply with the requirements of "The Americans with Disabilities Act" (ADA) as published in the Federal Register, Volume 56, No. 144 and the State of Florida Accessibility Requirements Manual (ARM) as it applies to Concessionaire's facilities and operations at the Airport.

## **ARTICLE 19**

### **NON-DISCRIMINATION**

19.01 Civil Rights – 49 USC § 47123: Concessionaire 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 Concessionaire 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.

19.02 Nondiscrimination. The Concessionaire, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,
- (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
- (3) that the Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.

With respect to the Agreement, in the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.\*

19.03 Title VI List of Pertinent Nondiscrimination Authorities. (Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this Agreement, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the “Concessionaire”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 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);
- 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);
- 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);
- 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 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);
- 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);
- 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;
- 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);
- 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;
- 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);
- 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).

## **ARTICLE 20**

### **DISADVANTAGED BUSINESS ENTERPRISE**

- 20.1 Disadvantaged Business Enterprises. Concessionaire acknowledges that requirements and/or provisions regarding Disadvantaged Business Enterprises (DBE) applicable to the activities of Concessionaire under the terms of this Agreement, unless exempted by said provisions and/or regulations, and hereby agrees to comply with said regulations, as now or hereafter amended or any successor regulations, and all requirements of the Authority, the FAA and the U.S. Department of Transportation. These requirements include, but are not limited to, the compliance with DBE, the keeping of certain records, the submission of various reports, and making good faith efforts to contract for specified percentages of goods and services with Disadvantaged Business Enterprises in accordance with the goals established in Article 20.2. Failure to comply with these requirements shall be grounds for default and termination of this Agreement. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award of performance of any agreement covered by Title 49, Part 23, Subpart F of the Code of Federal Regulations, as now or hereafter amended or any successor regulation. Concessionaire agrees to include the preceding statement in any subsequent agreement that it enters and cause those businesses to similarly include the statement in further agreements. Any termination pursuant to this Article 20.1 shall not be effective until the procedures specified in said federal regulations or established by Authority are completed, including exercise or expiration of any appeal rights.
- 20.2 Disadvantaged Business Enterprise Participation Goals. Concessionaire agrees that the Disadvantaged Business Enterprise ("DBE") participation goal for each twelve (12) month period throughout the Term and any renewal of this Agreement is as follows:
- a. For Concessionaires: sixteen and seven tenths percent (16.7%) of estimated gross receipts.
  - b. For Management Contracts: sixteen and seven tenths percent (16.7%) of estimated goods and services purchased and/or subcontracted services.

For the purpose of verifying Concessionaire good faith efforts to meet this goal, Concessionaire shall keep and maintain such books of account and records as necessary for compliance with Title 49, Part 23, Subpart F of the Code of Federal Regulations, as now or hereafter amended or any successor regulation, and all

requirements of the Authority, the FAA and the U.S. Department of Transportation. Concessionaire shall provide annual reports to the Authority indicating its compliance with the participation goal for the twelve (12) month period. The Authority reserves the right to change the DBE reporting frequency.

## **ARTICLE 21**

### **RIGHTS RESERVED TO AUTHORITY**

Rights not specifically granted to Concessionaire by this Agreement are expressly and independently reserved to Authority. Authority expressly reserve(s) the right to prevent any use of the described Assigned Areas which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

## **ARTICLE 22**

### **RIGHT TO ENTRY**

Authority, shall have the right to enter to the Assigned Areas assigned herein to Concessionaire, for the purposes and to the extent necessary to protect Authority's rights and interest, to provide for periodic inspection of said Assigned Areas and New Assigned Area from the standpoint of safety and health, and to check Concessionaire's compliance with the terms of this Agreement. Access shall be upon forty-eight (48) hours notice or such lesser notice as may be reasonable in the circumstances. No notice shall be required in the event of emergency.

## **ARTICLE 23**

### **RIGHT OF FLIGHT**

Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Assigned Areas together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

## **ARTICLE 24**

### **PROPERTY RIGHTS RESERVED**

This Agreement shall be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereon, of which said Assigned Areas are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Concessionaire understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon

the Airport by any other governmental entity.

## **ARTICLE 25**

### **SIGNS**

No signs, posters, or similar devices shall be erected, displayed, or maintained by Concessionaire in view of the general public in, on, or about the Assigned Areas or elsewhere on the Airport, without the prior written approval of the Authority, which approval may be granted or withheld by the Authority in its sole discretion. Any signs that are not approved by the Authority shall be immediately removed at the sole cost and expense of Concessionaire. All signs approved for Concessionaire's operations at the Airport shall be at the cost of Concessionaire.

## **ARTICLE 26**

### **MORTGAGE RIGHTS OF CONCESSIONAIRE**

Concessionaire may mortgage, pledge, or hypothecate its leasehold interest provided Concessionaire, as a condition precedent, first provides to Authority written evidence that the priority rights of Authority under this Agreement will not be adversely affected by such action.

## **ARTICLE 27**

### **PRIVILEGE FEES AS A SEPARATE COVENANT**

Concessionaire shall not for any reason withhold or reduce Concessionaire's required payments of privilege fees and other fees and other amounts provided in this Agreement, it being expressly understood and agreed by the parties that the payment of rents, fees and other amounts is a covenant by Concessionaire that is independent of the other covenants of the parties hereunder.

## **ARTICLE 28**

### **NOTICES AND COMMUNICATIONS**

All notices or other communications to Authority or Concessionaire pursuant hereto shall be deemed validly given, served, or delivered, upon deposit in the United States mail, certified and with proper postage and certified fee prepaid, addressed as follows:

**TO AUTHORITY:**

Chief Executive Officer  
Jacksonville Aviation Authority  
14201 Pecan Park Road  
Jacksonville, Florida 32218

**TO CONCESSIONAIRE:**

or to such other address as the addressee may designate in writing by notice to the other

party delivered in accordance with the provisions of this article.

## **ARTICLE 29**

### **TAXES, PERMITS, LICENSES**

Concessionaire shall bear, at its own expense, all costs of operating its equipment and business. In addition Concessionaire shall (i) any and all taxes assessed with respect to its leasehold interest, whether billed to Authority or to Concessionaire, in the Assigned Area, and any sales tax imposed on the rental and concession fee payments, furnishings, equipment or stocks of merchandise and supplies and (ii) obtain and pay for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at said Airport. Concessionaire shall have the right to challenge any and all taxes assessed with respect to its leasehold interest at its own expense.

## **ARTICLE 30**

### **SURRENDER TO ASSIGNED AREAS**

Concessionaire shall surrender up and deliver its Assigned Area to Authority upon termination of this Agreement in the same condition as existed at the commencement of the Agreement, ordinary wear and tear excepted. Provided the Concessionaire is not in default in the payment of rents, fees and charges required under this Agreement, Concessionaire, at the termination of this Agreement, shall remove all of its Personalty from the Assigned Area forthwith. Failure on the part of Concessionaire to remove its Personalty on the date of termination shall constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such personal property shall be borne by the Concessionaire.

## **ARTICLE 31**

### **NO ACCEPTANCE OF SURRENDER**

No act or action done by Authority or Authority's agents or employees during the term of this Agreement shall be deemed an acceptance of the surrender of this Agreement and no acceptance of a surrender shall be valid unless in writing.

## **ARTICLE 32**

### **PERSONAL PROPERTY**

Any personal property of Concessionaire or of others placed in the Assigned Area shall be at the sole risk of the Concessionaire or the owners thereof, and Authority shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Concessionaire hereby waives all rights of subrogation or recovery from Authority for such damage, destruction or loss. Authority shall not be liable for any damage or loss of

any personal property placed or moved on to the Assigned Area.

### **ARTICLE 33**

#### **APPLICABLE LAW AND VENUE**

The agreement shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement shall be in Duval County, Florida. Any action for breach of or enforcement of any provision of this Agreement shall be brought in the Fourth Judicial Circuit Court in and for Duval County.

### **ARTICLE 34**

#### **INVALIDITY OF CLAUSES**

The invalidity of any portion, article, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other part of portion thereof.

### **ARTICLE 35**

#### **SUBORDINATION OF BOND RESOLUTION**

This Agreement and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation or assignment made (at any time) by Authority to secure Bond financing. This Agreement is subject to the terms, covenants, and conditions of any Resolution heretofore or hereafter adopted that authorizes authorizing the issuance of Bonds by Authority ("Bond Resolution"). Authority may amend or modify a Bond Resolution or make any change thereto. Conflicts between this Agreement and the Bond Resolution shall be resolved in favor of the Bond Resolution.

### **ARTICLE 36**

#### **FEDERAL RIGHTS TO RECLAIM**

In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Assigned Area are located, for public purposes for a period in excess of ninety (90) calendar days, either party may terminate this Agreement by providing written notice of such termination to the other party and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This Article 36 shall not act or be construed as a waiver of any rights Concessionaire may have against the United States as a result of such taking.

### **ARTICLE 37**

#### **RELATIONSHIP OF THE PARTIES**

Concessionaire, or any successor in interest to this Agreement, is and shall be deemed to be an independent contractor and operator and shall be solely responsible to all parties for its respective acts or omissions, and Authority shall in no way be responsible therefore.

### **ARTICLE 38**

#### **STATUS UPON EXPIRATION**

If Concessionaire holds over and continues in possession of the Assigned Area after expiration or termination of this Agreement, Concessionaire will be deemed to be occupying the Assigned Area at sufferance. Without limitation of any of Authority's rights or remedies, such tenancy at sufferance shall be subject to all of the terms and conditions of this Agreement other than the privilege fees which shall be twice the amount payable prior to such holdover.

It is agreed and understood that any holding over of Concessionaire after the expiration or termination of this Agreement shall not renew and extend same, but shall operate and be construed as a license from month to month. Without any further notice other than the notice established by this provision, Concessionaire shall be required to pay to the Authority during any holdover period, monthly license fees which shall be equal to double the amount of the monthly payment of Privilege Fees that was due and payable for the month immediately preceding the expiration or termination of this Agreement. In addition, Concessionaire shall be required to pay to Authority any other charges required to be paid hereunder during any such holdover period. Concessionaire shall be liable to the Authority for all loss or damage on account of any such holding over against the Authority's will after the expiration or termination of this Agreement, whether such loss or damage may be contemplated at the execution of this Agreement or not. It is expressly agreed that acceptance of the foregoing payments by the Authority in the event that Concessionaire fails or refuses to surrender possession shall not operate or give Concessionaire any right to remain in possession nor shall it constitute a waiver by the Authority of its right to immediate possession of the premises.

### **ARTICLE 39**

#### **ENVIRONMENTAL REGULATIONS**

39.01 Environmental Representations. Notwithstanding any other provisions of this Agreement, Concessionaire acknowledges that certain properties and uses of properties within the Airport are subject to environmental regulations. Concessionaire agrees to observe and abide by said regulations as applicable to its use of the Airport, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Concessionaire, Concessionaire hereby expressly warrants, guarantees, and represents to Authority, upon which Authority expressly relies that:

- a. Concessionaire is knowledgeable of any and all federal, state, regional and local governmental laws, ordinances, regulations, orders and rules, without limitation which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by Concessionaire of its operations pursuant to or upon the Assigned Areas. Concessionaire agrees to keep informed of future changes in environmental laws, regulations and ordinances;
- b. Concessionaire agrees to comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or adapted as some may from time to time be amended and accepts full responsibility and liability for such compliance;
- c. Concessionaire shall secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter hereof;
- d. Concessionaire, its employees, agents, contractors, and all persons working for, or on behalf of Concessionaire, have been fully and properly trained in the handling and storage of all such hazardous and toxic waste materials and other pollutants and contaminants; and such training complies with any and all applicable federal, state and local laws, ordinances, regulations, rulings, orders and standards which are now or are hereinafter promulgated;
- e. Concessionaire shall provide Authority satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required.
- f. Concessionaire agrees to cooperate with any investigation, audit or inquiry by Authority or any governmental agency regarding possible violation of any environmental law or regulation.

39.02 Generator of Hazardous Waste. If Concessionaire is deemed to be a generator of hazardous waste, as defined by state, federal, or local law, Concessionaire shall obtain an Environmental Protection Agency (EPA) identification number and the appropriate generator permit and shall comply with all federal, state, regional and local requirements imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with the law.

39.03 Inventory List. Provisions shall be made by Concessionaire to have an accurate inventory list (including quantities) of all such hazardous, toxic and other contaminated or polluted materials, whether stored, disposed of or recycled, available at all times for inspection at any time on the Assigned Areas by Authority officials and also by Fire Department Officials or regulatory personnel having jurisdiction over the Assigned Areas, for implementation of proper storage, handling and disposal procedures.

39.04 Notification and Copies. Notification of all hazardous waste activities by Concessionaire shall be provided on a timely basis to Authority or such other agencies as Authority may from time to time designate. Concessionaire agrees that upon requests of Authority a twenty-four (24)-hour emergency coordinator and phone number shall be furnished to Authority and to such state and county officials as are designated by Authority, in case of any spill, leak or other emergency situation involving hazardous, toxic, flammable and/or other pollutant/contaminated materials. Designation of this emergency coordination may be required by existing federal, state, regional or local regulations which require such designation regardless of such request by Authority.

Concessionaire agrees to provide Authority copies of all permit application materials, permits, monitoring reports, environmental response plan, and regulated materials storage and disposal plans, within ten (10) calendar days of their required submittal to regulation agencies having jurisdiction over such matters.

39.05 Violation. Any agency Notice of Violation or similar enforcement action or notice of noncompliance shall be provided by Concessionaire to Authority within twenty-four (24) hours of receipt by Concessionaire or Concessionaire's agent. Violation of any part of the provisions of this Article or disposition by Concessionaire of any sanitary waste, pollutants, contaminants, hazardous waste, toxic waste, industrial cooling water, sewage or any other materials in violation of the provisions of this section of this Agreement shall be deemed to be a default under this Agreement and, unless cured within ten (10) calendar days of receipt of notice from Authority shall be deemed to be a material breach as provided for under this Agreement, and shall be grounds for termination of this Agreement, and shall also provide Authority grounds for taking whatever other action it may have in addition to termination based upon default as provided for under this Agreement or as provided by law.

#### **ARTICLE 40**

#### **EMINENT DOMAIN**

In the event that the United States of America or the State of Florida shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part of the Airport, including any portion assigned to Concessionaire, Concessionaire shall have no right of recovery whatsoever against Authority but shall make its claim for compensation solely against the United States of America or the State of Florida, as the case may be.

#### **ARTICLE 41**

#### **AUTHORITY NOT LIABLE**



Authority shall not be responsible or liable to Concessionaire for any claims for compensation or any losses, damages or injury sustained by Concessionaire resulting from (a) cessation for any reason of air carrier operations at the Airport Terminal or (b) diversion of passenger traffic to any other facility. Authority shall not be responsible or liable to Concessionaire for any claims for compensation or any losses, damages or injury whatsoever sustained by Concessionaire including, but not limited to, those resulting from failure of any water supply, heat, air conditioning or electrical current or from an act of God, state of war, terrorism, civilian commotion or riot or any cause beyond the control of Authority. All personal property placed on or moved on to the Assigned Areas shall be at the sole risk of Concessionaire.

## **ARTICLE 42**

### **WAIVERS**

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Concessionaire. No delay, failure or omission of Authority to reenter the Assigned Areas or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees and charges then or thereafter accrued, shall impair any such right, power, privilege, or option or be construed to be a waiver of any such default or relinquishment thereof, or acquiescence therein. No notice by Authority shall be required to restore or revive time as of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, power, options, or remedies given to Authority by this Agreement are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one (1) right, power, option or remedy by Authority shall not impair its rights to any other right, power, option or remedy.

## **ARTICLE 43**

### **TIME OF THE ESSENCE**

Time is expressed to be of the essence of this Agreement.

## **ARTICLE 44**

### **PUBLIC ENTITY CRIMES**

If Concessionaire is a corporation or other artificial entity, the undersigned officer of Concessionaire hereby warrants and certifies to Authority that Concessionaire is an entity in good standing and is authorized to do business in the State of Florida. The undersigned officer of Concessionaire hereby further warrants and certifies to Authority

that he or she, as such officer, is authorized and empowered to bind the entity to the terms of this Agreement by his or her signature thereto and the Concessionaire and its officers, directors and affiliates are in compliance with Florida Statute 287.133, concerning criminal activity on contracts with a public entity.

**ARTICLE 45**  
**CONSTRUCTION**

Neither party shall be considered the author of this Agreement. The terms of this Agreement shall not be strictly construed against one party as opposed to the other based upon who drafted it.

**ARTICLE 46**  
**MISCELLANEOUS**

All of the terms and provisions hereof shall be binding upon and the benefits inure to the parties hereto and their heirs, personal representatives, successors and assigns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Agreement, and instruments or documents relating to same, shall be construed under Florida law. This Agreement represents the complete agreement of the parties and any prior concession agreements or representations, regarding concession agreement, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the parties hereto. The invalidity of any portion, article, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other part of portion thereof.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**CONCESSIONAIRE:**

**WITNESSES FOR CONCESIONAIRE:**

\_\_\_\_\_

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Signature

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

**AUTHORITY:**

**WITNESSES FOR AUTHORITY:**

**Jacksonville Aviation Authority**

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Signature

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

Approved as to Form and Legality for the Use and Reliance of the Jacksonville Aviation Authority only.

BY: \_\_\_\_\_  
Debra A. Braga,  
Chief Legal Officer, JAA

**EXHIBIT A**  
**ASSIGNED AREAS**

**EXHIBIT B**  
**CONCEPTS AND PRODUCT LINE**

**EXHIBIT C**  
**CONCESSIONAIRE' LEASEHOLD IMPROVEMENTS**

Leasehold Improvements

Completion Dates

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**EXHIBIT B**

**SPECIALTY GIFT AND RETAIL CONCESSION AGREEMENT  
ACKNOWLEDGEMENT AND COMPENSATION FORM**

*(Page 1 of 2)*

**ACKNOWLEDGEMENT OF NON-EXCLUSIVE RIGHT AND OPERATIONS**

Respondent acknowledges and accepts the non-exclusive right and privilege to provide two (2) Specialty Gift and Retail Concession locations at JAX which shall be open such that passengers of any and all flights, arriving at or departing, will be accommodated, seven (7) days a week, three hundred sixty five (365) days per year. The Specialty Gift and Retail Concession shall accommodate the gift and retail needs of the general public, any and all airline passengers and users of JAX commencing upon the Contract Commencement Date pursuant to the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Specialty Gift and Retail Concession Agreement, Exhibit A.**

**ACKNOWLEDGEMENT OF PRIVILEGE FEES**

For the privilege of operating two (2) non-exclusive specialty gift and retail concession locations at JAX, Respondent agrees to pay JAA as "Privilege Fees" for each Contract Year the greater of (i) the Contract Minimum Annual Guarantee or (ii) the Percentage Fees pursuant to the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Specialty Gift and Retail Concession Agreement, Exhibit A.**

**MINIMUM ANNUAL GUARANTEE**

The Minimum Annual Guarantee for the entire Term shall be no less than Eighty Thousand Dollars (\$80,000.00) commencing upon the Contract Commencement Date pursuant to the terms and conditions upon execution of the Contract as outlined in the applicable provision in the **Specialty Gift and Retail Concession Agreement, Exhibit A.**

The amount for the **MINIMUM ANNUAL GUARANTEE** which shall be paid to JAA for the entire Contract Term shall be: \$\_\_\_\_\_.

**MINIMUM PERCENTAGE FEE**

Respondent shall submit a Minimum Percentage Fee. The Percentage Fee shall be no less than 12% for specialty gift and retail sales at the Courtyard and 14% for specialty gift and retail sales at Concourse A to be applied to the Concessionaire's Gross Revenues commencing on the Contract Commencement Date pursuant to the terms and conditions upon execution of the Contract as outlined in the applicable provision in the for **Specialty Gift and Retail Concession Agreement, Exhibit A.**

The amount for the **MINIMUM PERCENTAGE FEE** which shall be paid to JAA for the entire Contract Term shall be: Courtyard \_\_\_\_\_%      Concourse A \_\_\_\_\_%

**MINIMUM ACCEPTABLE CAPITAL INVESTMENT AMOUNT FOR CONCESSION SPACE**

The Minimum acceptable amount for the Capital Investment for the Concession Space shall be no less than Three Hundred Thousand Dollars (\$100,000.00).

The amounts for the **MINIMUM ACCEPTABLE CAPITAL INVESTMENT** Amount For Concession Space which shall be paid to JAA pursuant to the terms and conditions upon execution of the Contract as outlined in the applicable provision in **Specialty Gift and Retail Concession Agreement, Exhibit A,** shall be: \$\_\_\_\_\_.

**EXHIBIT B**

**SPECIALTY GIFT AND RETAIL CONCESSION AGREEMENT  
ACKNOWLEDGEMENT AND COMPENSATION FORM**

*(Page 2 of 2)*

**BIDDER CERTIFICATION:**

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 THE SPECIALTY GIFT AND RETAIL CONCESSION AGREEMENT  
ACKNOWLEDGEMENT AND COMPENSATION FORM, EXHIBIT B, WILL CONSTITUTE A MATERIAL  
IRREGULARITY AND WILL RESULT IN REJECTION OF THE PROPOSAL.**

**Respondent's Printed Name:** \_\_\_\_\_

**Respondent's Signature:** \_\_\_\_\_

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

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



**EXHIBIT C**

**CONFLICT OF INTEREST CERTIFICATE**

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

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

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

\_\_\_\_\_  
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

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

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

\_\_\_\_\_  
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: \_\_\_\_\_

**EXHIBIT D**  
**SECURITY PACKET**

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

# Certifying Official Class

The purpose of this class is to familiarize you with the airport's ID badging process as per Transportation Security Administration regulations and the airport's security program. It is extremely important that Certifying Officials understand their responsibilities. The success of our airport's security program is directly dependent upon your participation and cooperation.

All JAX photo ID badge holders and Certifying Officials authorizing such badges must be in compliance with Transportation Security Regulations Part 1542 and Part 1544. The procedures and requirements for such are governed and monitored by the Transportation Security Administration. Failure to meet these requirements can result in citations and fines for the company/agency and Jacksonville International Airport.

## General Access Control Information And Company Responsibilities

1. Each company/agency must assign an individual(s) (maximum of three, minimum of one per company) to become a Certifying Official. A Certifying Official is a qualified individual that is an established point of contact between your company/agency and the airport Badging Office. If there is only one Certifying Official for your company/agency, and that individual is seeking to obtain a JAX Photo ID badge, then a second Certifying Official will be required.
2. Each potential Certifying Official must attend a Certifying Official Class arranged 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 what forms will need to be completed, determine the correct level of access to be assigned, and instruct you on what costs will need to be paid to the aviation authority (if any).

At any time that you have questions regarding this process, please contact the airport Access Control Office at 741-2016.

Jacksonville Aviation Authority  
Access Control Office  
14201 Pecan Park Road  
Jacksonville, FL. 32218

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

Office Hours:  
Monday through Thursday  
7:00am-5:00pm  
Closed on Fridays

Email: [badgingoffice@flyjacksonville.com](mailto:badgingoffice@flyjacksonville.com)

# D R A F T

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

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

JAA Airport Security and Public Safety  
Jacksonville Aviation Authority  
Jacksonville International Airport  
14201 Pecan Park Road  
Jacksonville, FL 32229-4018

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 19 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 Program.

**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.

Name	Title	Signature	Phone #
------	-------	-----------	---------

Name	Title	Signature	Phone #
------	-------	-----------	---------

Name	Title	Signature	Phone #
------	-------	-----------	---------



## Acceptable Forms of ID for Application

<u>*A valid State ID or Driver's License is mandatory as one of the 2 forms of ID required</u>	
<b>Those Born in the U.S. The Second Form May Be One of the Following :</b>	<b>Those NOT Born in the U.S. The Second Form Of ID Must Be One of the following:</b>
<b>Social Security Card</b>	<b>Current U.S. Passport or Passport card</b>
<b>Current U.S. Passport or Passport Card</b>	<b>U.S. Passport with current INS stamp</b>
<b>Current Military ID or Military Dependent ID Card</b>	<b>Birth Certificate Issued by the Department of State (DS 1350)</b>
<b>Retired Military ID Card</b>	<b>Certificate of Birth Abroad (if born On a military base outside of the U.S.) FS-545</b>
	<b>Certificate of Citizenship</b>
	<b>Foreign passport that contains current INS stamp</b>
	<b>Current Resident Alien Card (with SS Card)</b>
	<b>Current Work Visa (with SS card)</b>

<https://services.flhsmv.gov/DLCheck/>

(FL Driver's License Verification Web Address)

<https://online.dds.ga.gov/DLStatus/default.aspx>

(GA Driver's License Verification Web Address)

# 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

<b>Electronic Fingerprint Submission</b>	<b>\$ 35.00</b>
<b>Electronic Fingerprint Submission</b> ( <i>using a UID other than JIA's</i> )	<b>\$ 6.00</b>
<b>Badge</b>	<b>\$ 15.00</b>

### Lost Badge Replacements:

<b>1<sup>st</sup></b>	<b>\$ 50.00</b>
<b>2<sup>nd</sup></b>	<b>\$ 75.00</b>
<b>3<sup>rd</sup></b>	<b>\$100.00</b>

<b>Unrecovered Badge</b>	<b>\$100.00</b>
<b>Badge Reprint</b>	<b>\$ 15.00</b>
<b>Employee Parking (Annual)</b>	<b>\$ 60.00</b>

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## 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. This form is to be received at the Access Control Office no sooner than 24 hours in advance of the badge holder's renewal. Faxed forms are acceptable.

**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 \_\_\_\_\_

Public Safety and Security  
Jacksonville Aviation Authority  
Jacksonville International Airport  
Access Control Office  
14201 Pecan Park Road  
Jacksonville, FL 32218

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

Sincerely,

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

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



# 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 it's 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 badgeholder. The "E" indicates the person is authorized to conduct escorts. 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 Violation Notice 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 the TSC 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. Any deviation from this requirement must be approved by the Jacksonville Aviation Authority (JAA) or the Transportation Security Administration (TSA.)
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. Any deviation from this requirement must be approved by the Jacksonville Aviation Authority (JAA) or the Transportation Security Administration (TSA.)
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. Unbadged Individuals cannot be escorted more than 3 days (72 Hours), without out approval from the ASC or FSD.

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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



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 Aviation Authority  
 Jacksonville International Airport  
 Badging Office  
 14201 Pecan Park Road  
 Jacksonville, Florida 32218  
 Phone (904) 741-2001  
 Fax (904) 741-3727



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, statues, 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:  Signature:   
 (Printed Name)

Placard Holder:  Signature:   
 (Printed Name)

*Access Control Office Use Only*

Date Received:  Expiration Date:  Decal/Placard #:

Date Issued:  Notes:



### 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.)		
Verified that the applicant has completed Section I of the application accurately		
Confirmed that a criminal disclosure sheet is included if 'yes' is checked on page 1		
Completed the 'Company Information' section on page 1		
Did the applicant sign page 1		
Has the applicant reviewed the list of disqualifying criminal offenses on page 2 and signed page 2 in acknowledgement		
Completed the Certifying Official Information on pg 4 (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> ) and return the original to the Access Control Office		
Remind the applicant to complete and sign page 3 of the original application in the Access Control Office at time of scheduled fingerprint		
Scheduled your appointment for fingerprinting at: <b>badgingoffice@flyjacksonville.com</b>		



# JAA

Jacksonville  
Aviation  
Authority

Airport Access Control Office  
14201 Pecan Park Road  
Jacksonville, FL 32218

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

### 2 Forms of ID are required:

1. State issued I.D. or Drivers License with the applicant's photo
2. SS Card or Current U.S. Passport/Current Military I.D. 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		
Home 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?

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

If yes, additional pages will be provided to list the infractions or violations. A conviction will not necessarily disqualify 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 I have read, understand, and agree with the foregoing and that all the information provided is true and correct to the best of my knowledge. I also hereby acknowledge that a JAX ID badge is issued solely for access to Jacksonville International Airport and may be revoked by the Airport without cause. I also understand that 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. I further understand that Federal regulations under 49 CFR 1542.209 (f) imposes a continuing obligation 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 unescorted access authority.

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 before a JAX ID Badge allowing unescorted 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. **I acknowledge that 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), constitutes a conviction for the purpose of unescorted access to the restricted areas (49 CFR Part 1542) and the public areas of JIA. I also accept that upon a receipt of a directive from the TSA or a modification to the regulation, my access to the restricted areas and public areas may be denied or revoked.**

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"/> A citizen of the United States <input type="checkbox"/> A Lawful Permanent Resident** <input type="checkbox"/> An Alien with work authorization***			
<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: A _____			
<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: _____			
<b>"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>			
<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, Office of Transportation Threat Assessment and Credentialing (TTAC), Attention: Aviation Programs (TSA-10)/ Aviation Worker Program, 601 South 12<sup>th</sup> 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 110-52, August 3, 2007); 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 fingerprints 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 System. 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:** Furnishing this information (including your SSN) is voluntary; however, if you do not provide your SSN or any other information requested, DHS may be unable to complete your application for a security threat assessment.

\_\_\_\_\_  
Signature

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


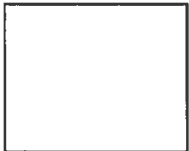
\_\_\_\_\_  
Print Full Name

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

## Certifying Official Information

<b>Name</b>	<b>Company</b>
<b>Phone Number</b>	<b>Title</b>

## Access Investigation Certification

Air Carrier	Non Air Carrier
<p>As an authorized representative of a U.S. certified Air Carrier subject to 49 CFR 1544, in accordance with the Aircraft Operator Standard Security Program and the Airport Security Program Participant Manual of the Jacksonville International Airport, by my signature <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 and the applicant has completed an application that includes: full name and aliases or nicknames;</p> <p>In compliance with 49 CFR 1544.229 an access investigation based on a Criminal History Records Check (CHRC) has been successfully completed for the above named applicant.</p> <div style="text-align: center; margin-top: 20px;">  </div> <p style="text-align: center;"><b>Certifying Official Initials</b></p>	<p>As an authorized representative of the company named above, subject to 49 CFR 1542, 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 forms of identification, one that bears the applicant's photograph. The applicant has completed an application that includes: full name and aliases or nicknames; notification that the applicant 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.</p> <p>The results of the investigation did not disclose that the applicant has been convicted of or found not-guilty by reason of insanity, in any jurisdiction, during the 10 years ending on the date of the investigation, of any of the crimes listed in this application.</p> <div style="text-align: center; margin-top: 20px;">  </div> <p style="text-align: center;"><b>Certifying Official Initials</b></p>

I hereby acknowledge responsibility for any FAA 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. I also understand that I am responsible for returning the JAX ID badge to the JIA Access Control Office when no longer needed by this employee. Further, I certify that 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 also certify that this employee's record will remain on file with my company and will be maintained for **180 days** after termination of the individual's access privileges. I also acknowledge that, 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 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 charge of **\$100**.

I certify that this applicant has an employment-related need to have unescorted 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 badgeholder's access authority has been revoked or limited; b) the badgeholder'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. I acknowledge responsibility of our organization for any penalties assessed against the Airport which may result from a badgeholder's or our organization's failure to comply with the Airport Security Program, or any other applicable rule, regulation, or directive.

<b>Certifying Official Signature</b>	<b>Date</b>



## **JIA PHOTO ID BADGE APPLICATION PROCESS**

These instructions will guide you through the application process to obtain JIA Identification Media for entry into the Sterile and Secure areas of JIA in accordance with the Jacksonville Aviation Authority Airport Security Plan (ASP) and TSA Security Regulation Part 1542 - Airport Security.

**STEP 1:** Determine who will be the Certifying Official(s) for your company.

A Certifying Official is a point of contact between your company and the JIA Access Control Office. This person(s) 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 Official(s) to attend a 30 minute Certifying Official Class at the JIA Access Control Office (located in the lower level of the airport terminal). This class will provide instruction on paperwork and procedures that must be completed prior to the acceptance of badge applications for your company and an overview of the Certifying Official's 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 their authorization of signing authority for JIA ID badge applications. An electronic, inkless fingerprint machine is located in the Access Control Office for this purpose. The fingerprinting cost is \$35.00 per person. Acceptable forms of payment in the Access Control Office are credit card, debit or a check payable to "JAA".*

Your appointed Certifying Official(s) will have the opportunity to be fingerprinted (CHRC) and submit application information for a Security Threat Assessment (STA) after Certifying Official Training. Payment is due at the time of service.

**STEP 3:** After successful completion of the CHRC, TSA Security Threat Assessment, and Security Training, the Certifying Official(s) for your company may begin processing additional applicants for ID badges..

After successful completion of the applicant's CHRC and Security Threat Assessment a Certifying Official for your company will be notified to instruct the applicant to return to the Access Control Office for security training and pay \$15.00 badge fee.

The badge will be valid for the duration of the appointed contract. Badges issued to your company are an airport approved means of positive identification to enter into the Sterile and Secure Areas of JIA. If they are not returned within the prescribed time, your company is subject to payment for unreturned badges.

Arayna Hamilton  
Access Control Coordinator / JAA  
Phone (904) 741-3160  
Fax (904) 741- 3727  
[Arayna.hamilton@flyjacksonville.com](mailto:Arayna.hamilton@flyjacksonville.com)



**AUTHORIZATION OF AUTOMATIC CREDIT CARD PAYMENT OR ACH FOR  
MONTHLY BADGE FEES**

I authorize Jacksonville Aviation Authority, to charge my account listed below in the order of priority that I have indicated for badge 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: Credit Card Payment**

Card Type \_\_\_\_\_ Credit Card # \_\_\_\_\_ Exp Date \_\_\_\_\_

CVV/CID Code (MasterCard & Visa 3 digits on back, AMEX 4 digits on front of your card) \_\_\_\_\_

**Option 2: ACH Payment**

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

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

Return completed form to: JAA Finance Department



## Contractor Sponsorship Form

Sponsoring Company/JAA Department\*

\_\_\_\_\_

Date

\_\_\_\_\_

Name (Last, first)

\_\_\_\_\_

Sponsoring Company/ JAA  
Department

\_\_\_\_\_

Street address, City, ST, ZIP Code

\_\_\_\_\_

Email Address

\_\_\_\_\_

Primary Phone Number

*\*Sponsoring companies are responsible for all fees related to contractor badges.*

### Contractor Information

\_\_\_\_\_

Contracted Company

\_\_\_\_\_

Work to be Performed

\_\_\_\_\_

Duration of Work

\_\_\_\_\_

Required Access

\_\_\_\_\_

Primary Point of Contact

\_\_\_\_\_

Phone Number

By signing below I certify that this applicant is a contractor hired to perform work for my company/JAA department and is authorized to acquire a Jacksonville International Airport badge and that I am responsible for all fees associated with this contractor's badge.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

### For Badging Use Only:

\_\_\_\_\_

Badge Type

\_\_\_\_\_

Duration of Badge

\_\_\_\_\_

Driving Privileges

\_\_\_\_\_

Date Issued

\_\_\_\_\_

Paid By

**EXHIBIT E**

**JAA JIA TERMINAL GUIDELINES FOR TENANTS**

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*JAA JIA TERMINAL  
GUIDELINES FOR  
TENANTS*

*JULY 24, 2017*



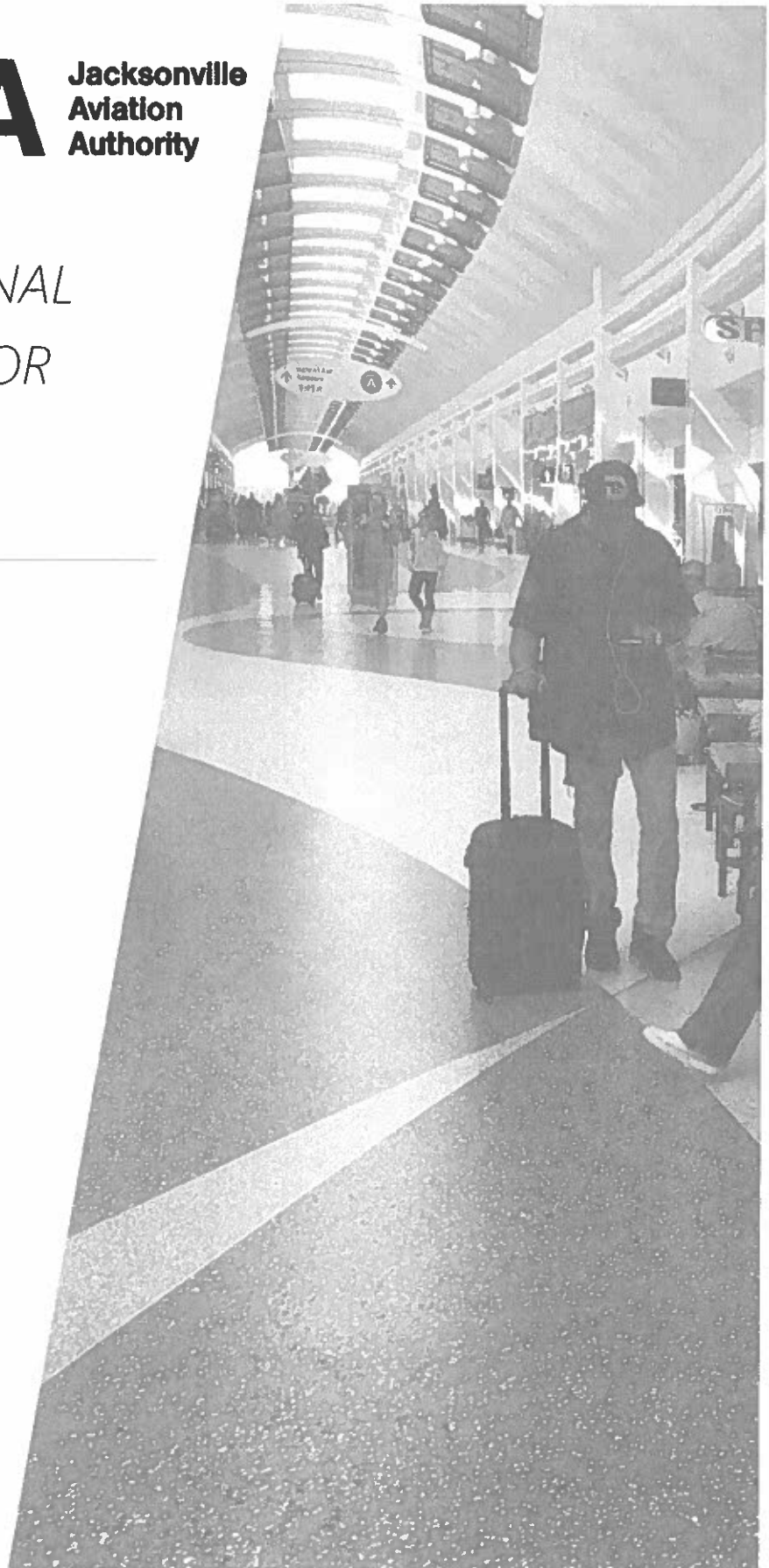
**RS&H**



# *JAA/JIA TERMINAL GUIDELINES FOR TENANTS*

Published:  
July 24, 2017  
Volume No. 1 of 1  
Jacksonville, Florida

Prepared by RS&H, Inc. at the  
direction of JAA





**TABLE OF CONTENTS**

Introduction ..... i

Chapter 1 JIA Tenant Guidelines ..... 1-1

    1.1 Lease / Public Interface..... 1-2

        1.1.1 Guidelines ..... 1-2

    1.2 Façade Mounted Signage..... 1-3

    1.3 Seating In Circulation Areas..... 1-5

        1.3.1 Guidelines ..... 1-5

    1.4 Merchandise Display Outside of Lease Areas..... 1-6

        1.4.1 Guidelines ..... 1-6

    1.5 Free-Standing Signage Outside of Lease Area..... 1-7

        1.5.1 Guidelines ..... 1-7

    1.6 Vending Machines in Public Space..... 1-9

        1.6.1 Guidelines ..... 1-9

    1.7 Freestanding Displays: Automotive/Motorcycle/Outdoor Gear..... 1-10

        1.7.1 Guidelines ..... 1-10

    1.8 Queuing Lines at Airline Ticket Counters ..... 1-11

        1.8.1 Guidelines ..... 1-11

        1.8.2 Check-in Kiosks..... 1-13

    1.9 Queuing Lines at Rental Car Counters..... 1-14

        1.9.1 Guidelines ..... 1-14

        1.9.2 Check-In Kiosks..... 1-14

    1.10 Signage Related to Queue Lines..... 1-16

        1.10.1 Guidelines ..... 1-16

    1.11 Color and Material Palettes Available..... 1-19

## INTRODUCTION

The purpose of this Jacksonville International Airport (JIA) Terminal Guidelines for Tenants is to assist new tenants and tenants that may be rebranding with Jacksonville Aviation Authority (JAA) approved guidelines. This document is not intended to be an all-encompassing design guide but provides a record of approved guidelines for materials, colors, signage and usage of space by tenants adjacent to and outside of lease lines.

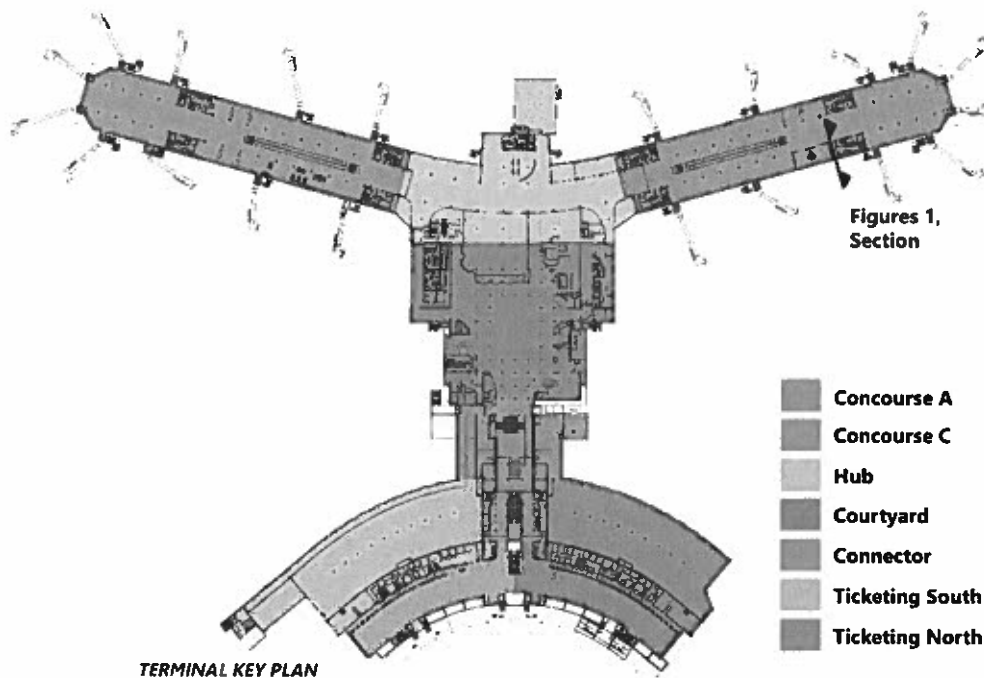
The intent of this guideline is to streamline the design and review process of tenant improved areas within the JIA terminal and to assist tenants with what is allowed directly adjacent to the lease lines. It is not meant to inhibit creativity but serves only to maintain consistency throughout the terminal by all tenants.

If at any time a tenant feels they are being forced into a situation which violates any Code or Ordinance, they should bring said Code or Ordinance requirement to the attention of JAA.

Dimensions and details shown in this manual of existing building conditions are for reference only. It is the responsibility of the tenant to confirm existing conditions and to document any deviation in the existing condition details for JAA review and approval.

Each section of this guide contains one or more existing examples of what is or is not allowed under this guide. Each example is not meant to single out that individual tenant for a violation but serves to illustrate individual guidelines.

This guide focuses on the interface at the lease line and the public space, and it is not intended to restrict design and displays within the lease area not adjacent to the front lease line.



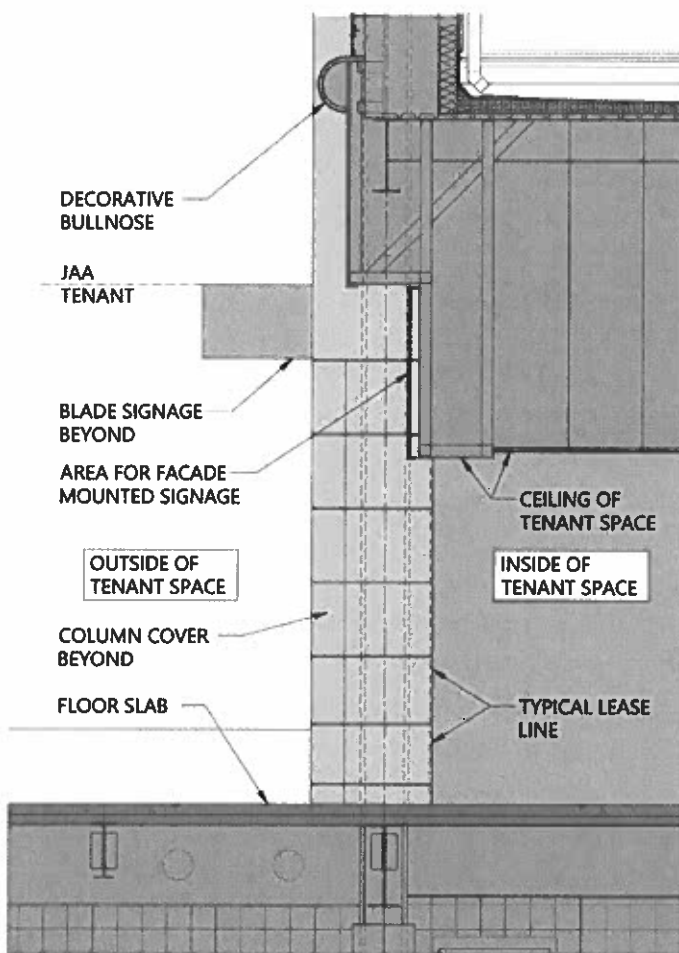
CHAPTER 1

*JIA TENANT GUIDELINES*

## 1.1 LEASE / PUBLIC INTERFACE

Although boundaries of a lease seem somewhat imaginary in the actual terminal space, they are necessary to define an area that is designated to one tenant and for that single tenant's use only. No tenant has the right to infringe on another tenant's lease area. Likewise, tenants do not have the right to cross the lease line for reasons of amelioration.

The actual size and geometry of a tenant lease area is determined by JAA and agreed upon in the lease agreement, and that area becomes the basis for tenant improvements. JAA understands the magnitude of the investment tenants make in the terminal and with this publication, it seeks to provide clear guidelines for tenant planning and build-out of the lease space.



### 1.1.1 Guidelines

Tenants shall respect lease line boundaries and maintain all built-in and freestanding items within said lines unless approved in advance and in writing by JAA. This includes but is not limited to; coolers, vending machines, floor mounted signs, book and magazine racks, merchandise display racks, canopies and other façade enhancements, and seating including tables.

FIGURE 1 - SECTION AT ENTRANCE TO TENANT SPACE - HUB AND CONCOURSE

## 1.2 FAÇADE MOUNTED SIGNAGE

Signage is an important part of brand recognition. Visibility is everything and the typical perception is “bigger is better.” Inside the passenger terminal there may not be as much opportunity for “bigger is better,” so while working with fixed interior/architecture features, this guide will address signage placement and dimensions.

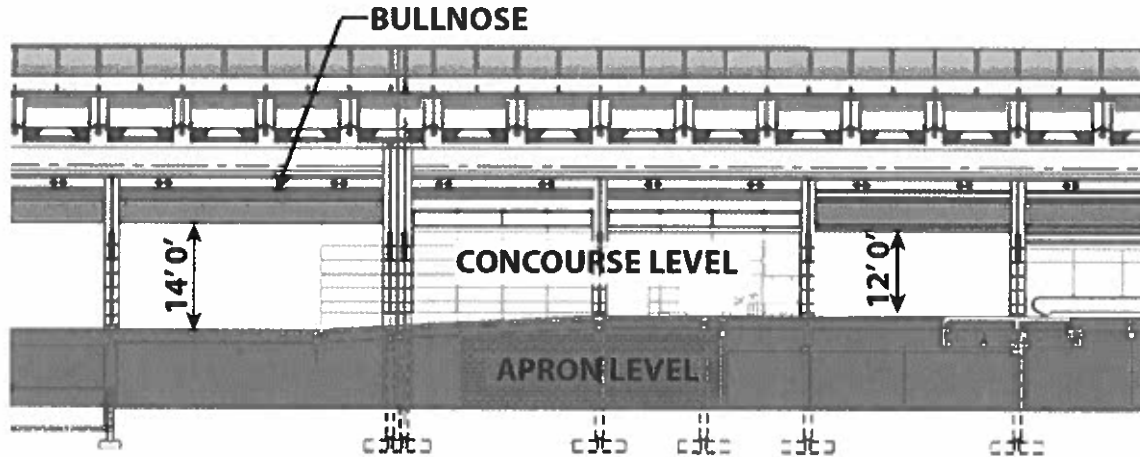


FIGURE 2 - TYPICAL FACADE AT CONCOURSES A AND C AT TRANSITION TO HUB AREA

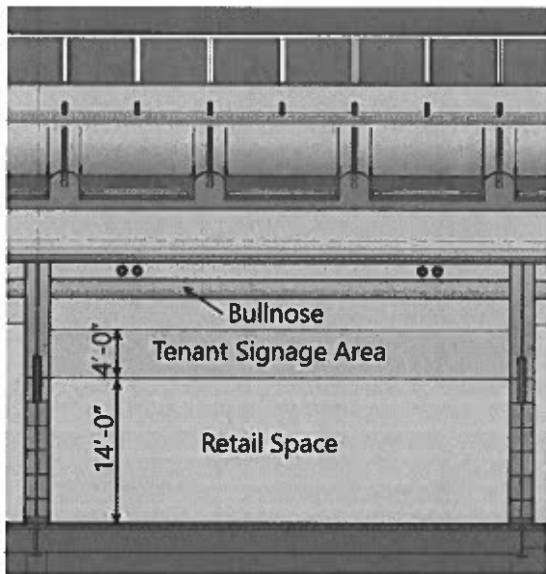


FIGURE 2A - ENLARGED RETAIL FACADE AT CONCOURSE A&C

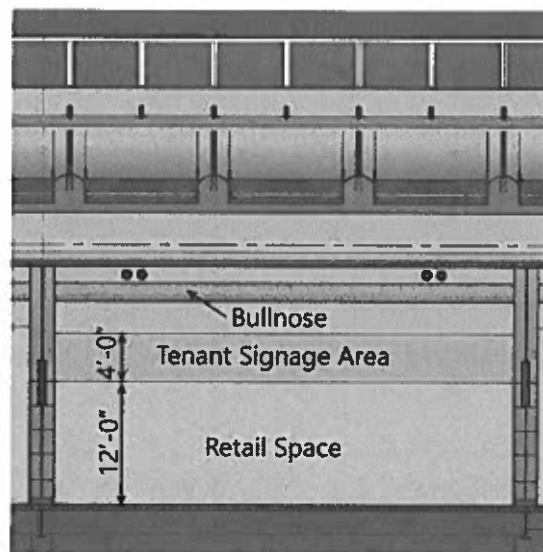


FIGURE 2B - ENLARGED RETAIL FACADE AT HUB

Throughout the concourse, the bullnose is at a constant elevation. The floor slopes toward the center of the building (Hub). The distance between the floor and the bullnose vary between the hub and concourse areas but the façade remains consistent and is typically four feet in height.

Guidelines

There are two typical types of signage allowable in the tenant space. Signage parallel to face of façade, Façade Mounted Signage, shall be located between 12' and 16' on Concourse A and C and between 14' and 18' above finished floor at the hub area. Size and geometry shall be considerate of size of lease and façade. Blade Signage shall be fixed just above Acrovyn column cover panels and shall be no larger than 2' high x 3' wide.

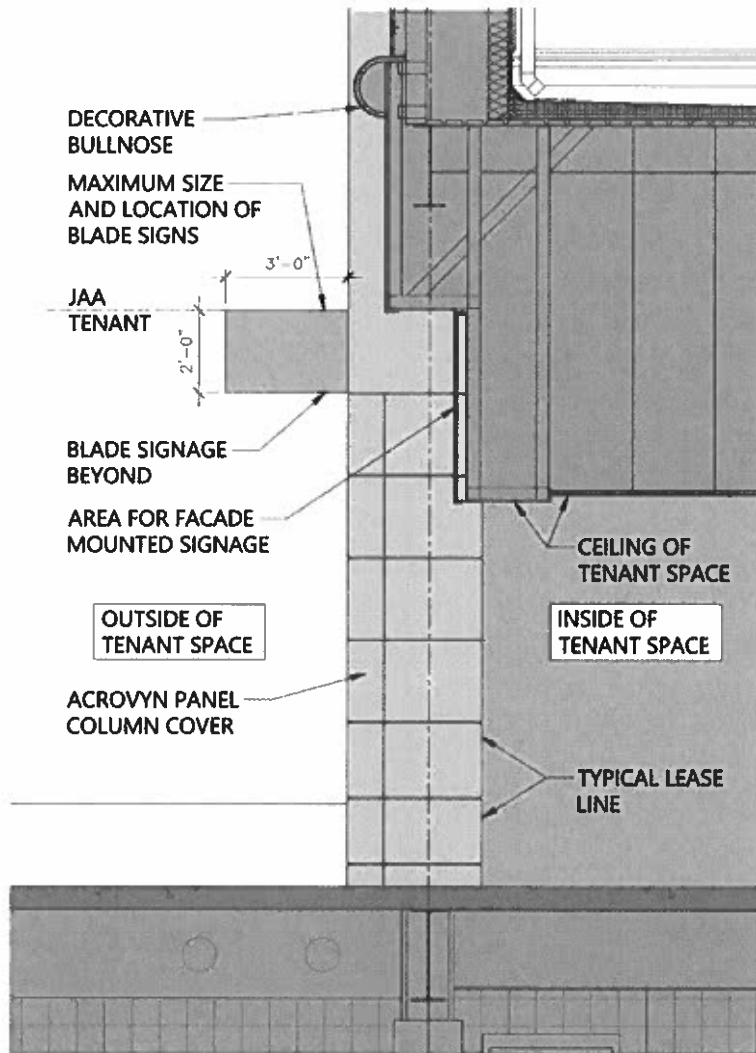


FIGURE 3- TYPICAL SECTION - BLADE SIGNAGE DIMENSION REQUIREMENTS - HUB AND CONCOURSE

### 1.3 SEATING IN CIRCULATION AREAS

Seating in circulation areas is not normally permitted in the lease agreement. Examples of exceptions have been provided below for reference. Seating within the circulation areas of an airport can cause problems with passengers walking and pulling luggage. Spills can happen on hard surfaces such as terrazzo and tile resulting in a slip and fall hazard. Table and chair legs can be a hazard to wheeled baggage and can result in damage or possible tripping.

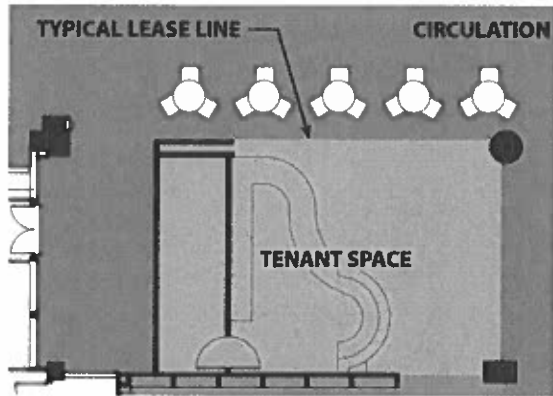


FIGURE 5 – TENANT SPACE - COURTYARD - PLAN

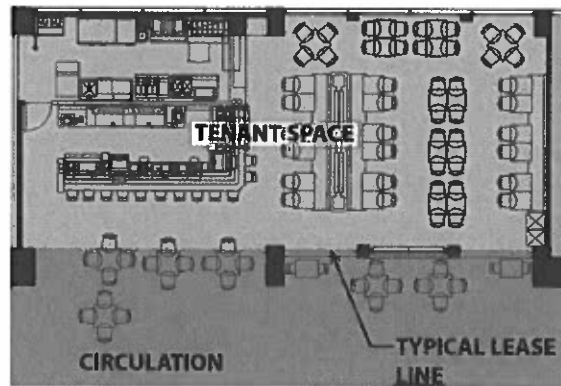


FIGURE 4 – TENANT SPACE - CONCOURSE C - PLAN



FIGURE 7 - TENANT SPACE - COURTYARD



FIGURE 6 - TENANT SPACE - CONCOURSE C

#### 1.3.1 Guidelines

Tables and chairs are not allowed outside of the tenant lease line unless approved in advance and in writing by JAA. If allowed by JAA all seating including tables and chairs shall be separated from the public circulation by a JAA approved barrier. Exceptions to this requirement may be granted by JAA on a temporary basis for a specified period of time. The barrier must not be anchored or attached to the terrazzo floor in any way that damages the terrazzo. The barrier must be structurally sound whereby it will withstand normal bumping and abuse due to passenger traffic without failing and will allow for normal cleaning and maintenance around barrier. JAA shall review and approve means and attachment of proposed barrier.

## 1.4 MERCHANDISE DISPLAY OUTSIDE OF LEASE AREAS

Although seemingly the best location for display, merchandising racks in public circulation paths can cause congestion and provide obstacles that interfere with passenger movement. Merchandising displays crowded together can also appear as cluttered thus losing their usefulness to attract attention.

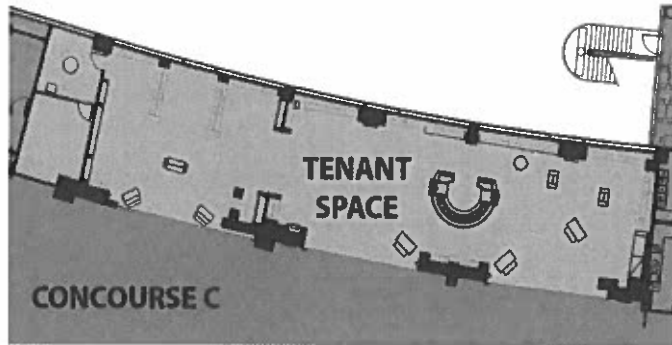


FIGURE 9 – TENANT SPACE - CONCOURSE C - PLAN

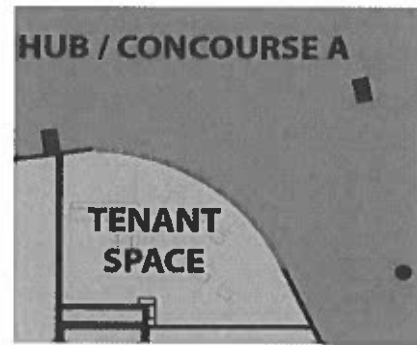


FIGURE 8 – TENANT SPACE - CONCOURSE A - PLAN



FIGURE 11 – TENANT SPACE



FIGURE 10 – TENANT SPACE - CONCOURSE

### 1.4.1 Guidelines

Merchandising racks are not allowed outside of the tenant lease line unless approved in advance and in writing by JAA. Merchandising racks shall be reviewed as part of the lease agreement. Tenant shall adhere to exact number and locations of merchandise displays outside of lease line as per tenant agreement. Merchandising racks that cause queue lines to form into circulation paths are not allowed at the perimeter of the lease line. Merchandise hanging from hooks applied to wall surfaces are not allowed at the perimeter of the lease area or on the building wall surface outside of the lease area. Merchandising displays permitted by JAA outside of the lease areas may not block the access or line of sight to other tenant areas or signage. JAA approval does not mean that the maximum number of displays must be used at all times. Tenant shall determine best use under the agreement.



## 1.5 FREE-STANDING SIGNAGE OUTSIDE OF LEASE AREA

Floor mounted signage can be a hindrance to passenger circulation and building cleaning crew.

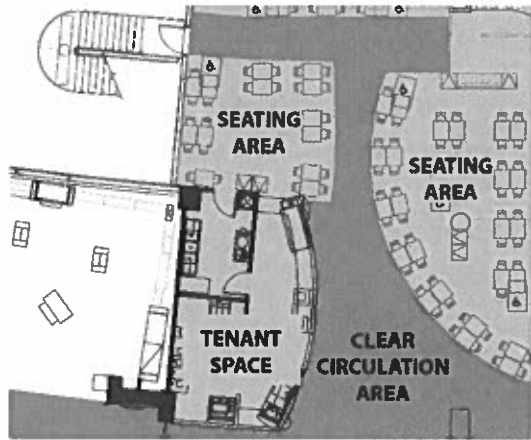


FIGURE 13 – TENANT SPACE - CONCOURSE C - PLAN

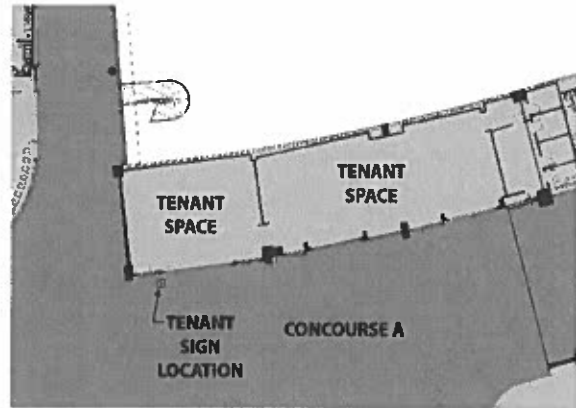


FIGURE 12 – TENANT SPACE - CONCOURSE A - PLAN



FIGURE 14 – TENANT SPACE - CONCOURSE C - PLAN



FIGURE 15 – TENANT SPACE - CONCOURSE A

### 1.5.1 Guidelines

Free-standing or floor-mounted signs are not allowed outside of the tenant lease line unless the location and number of such signs has been approved in advance and in writing by JAA. JAA shall approve the number of signs and proper location; approval does not mean that the maximum number of floor mounted signs must be used at all times. Tenant shall determine best use while complying with the agreement. All the floor-mounted signage shall comply with current Florida Building Code accessibility requirements as shown on figure 16.

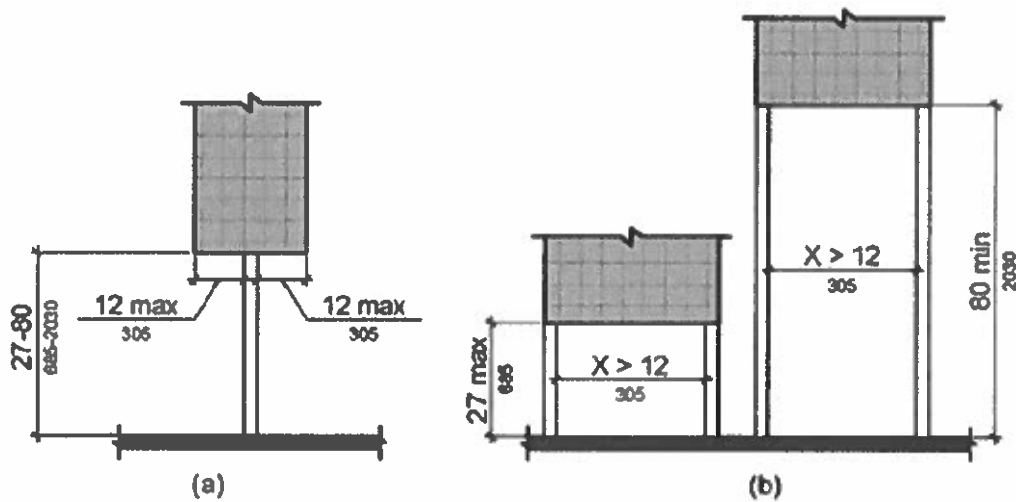


FIGURE 16 - POST-MOUNTED PROTRUDING OBJECTS

Free-standing objects mounted on posts or pylons may overhang circulation paths by no more than 12 inches maximum when standing 27 inches minimum and 80 inches maximum above the finish floor or ground. Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground. Exception: the sloping portions of handrails serving stairs and ramps shall not be required to comply.

## 1.6 VENDING MACHINES IN PUBLIC SPACE

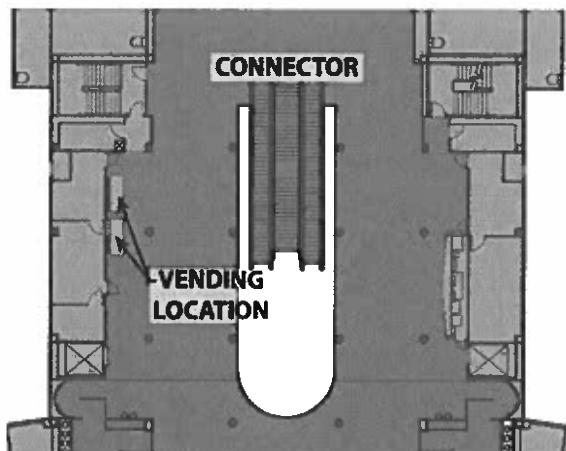
Vending machines, where allowed, shall be positioned such that queuing will not interfere with circulation space.



**FIGURE 17 - VENDING MACHINES IN PUBLIC SPACES**

### 1.6.1 Guidelines

Vending machines in public spaces are not allowed unless approved in advance and in writing by JAA. Vending machines shall back up to a wall or a vending machine of equal size so no exposed/unfinished surfaces will be in view.



**FIGURE 18 - VENDING MACHINES PLAN AT CONNECTOR**

## 1.7 FREESTANDING DISPLAYS: AUTOMOTIVE/MOTORCYCLE/OUTDOOR GEAR



FIGURE 19 – FREESTANDING DISPLAY

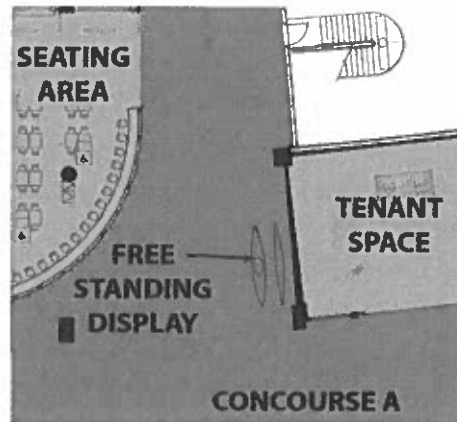


FIGURE 20 – FREE STANDING DISPLAY - PLAN

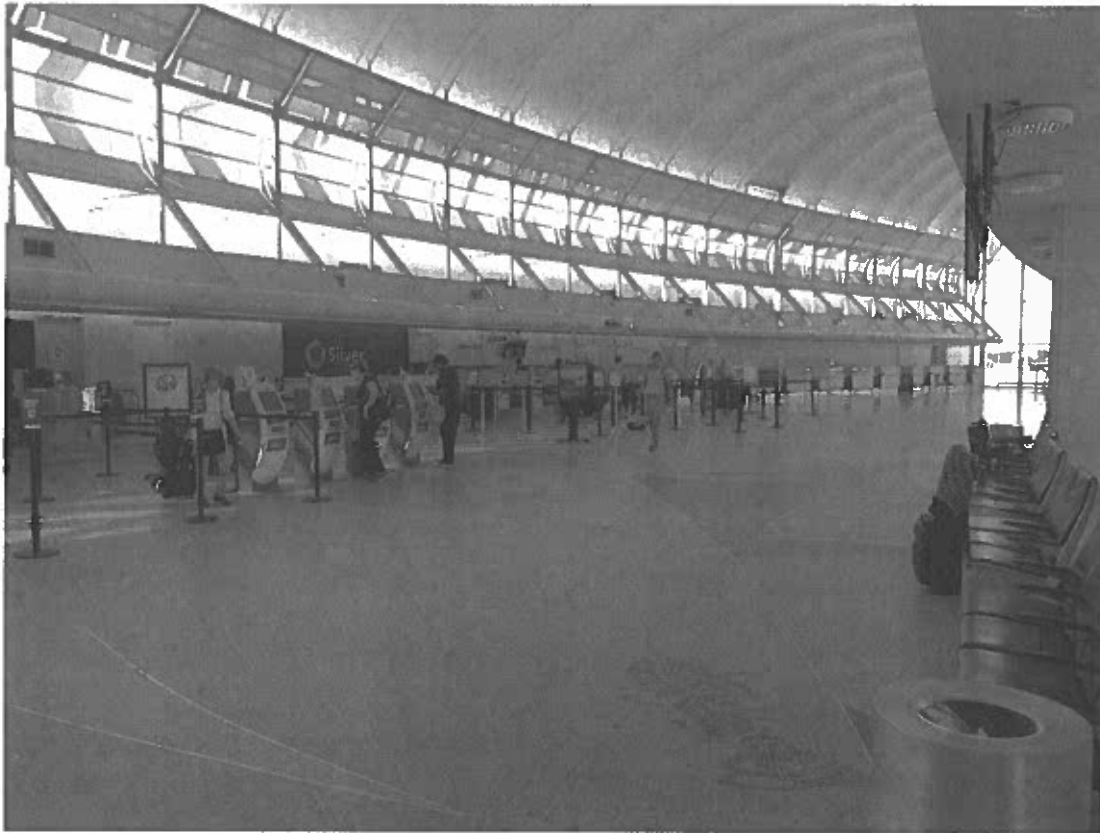
Freestanding displays pose a unique challenge as they are usually not accompanied by a person who might “police” the immediate area. Therefore, if required, a semi-permanent barrier may be used to prohibit the public from touching the exhibit.

### 1.7.1 Guidelines

Free standing displays: Automotive/ Motorcycle/ Outdoor Gear are not required to have temporary barriers surrounding them. Portable stanchions are acceptable as long as they appear in like new condition are in working order. JAA has no requirements as to the distance from the stanchion to the display and advises tenants to determine best practices in keeping the public safe while complying with the lease area agreement. The barrier must be structurally sound whereby it will withstand normal bumping and abuse due to passenger traffic without failing and will allow for normal cleaning and maintenance around barrier. JAA shall review and approve means and attachment of proposed barrier.

## 1.8 QUEUING LINES AT AIRLINE TICKET COUNTERS

Passenger terminal ticket lobbies were traditionally designed to be a width to accommodate take-away bag belts, agent work space, ticket counters, passenger service and queues and passenger circulation within the same area. In recent years, check-in kiosks have been introduced into the mix thus requiring airports to rethink how the area around the ticket counters should be used. With each configuration comes challenges to passenger circulation and available floor area. Should check-in kiosks be located inside or outside of the queue area? Which direction should they face? Should there be stanchions or barriers surrounding the check-in kiosks?



**FIGURE 21 - TICKETING COUNTERS**

### 1.8.1 Guidelines

At JIA, the full depth of the ticketing lobby measures 45 feet from the face of the ticket counters to the base of the columns at the front of the building. A minimum of 25 feet must remain clear for passenger circulation. A maximum of 20 feet in front of each tenant's ticket counter then remains available for passenger queuing, see Figure 22/23.

If stanchions are utilized for queuing, they must be in acceptable and like new condition, organized in an orderly manner, and not confusing to passengers. The layout of the stanchions shall be approved in writing by JAA. When used solely for the purpose of queuing passengers to the ticket counter positions, the authority will provide stanchions in Ticketing and Rent-A-Car areas. All stanchions utilized for passenger queuing in ticketing and rent-a-car areas must be metal with a black finish and all ribbons are to be solid black. No colors or logos are permitted on stanchions or ribbons in the ticketing or rental car areas.

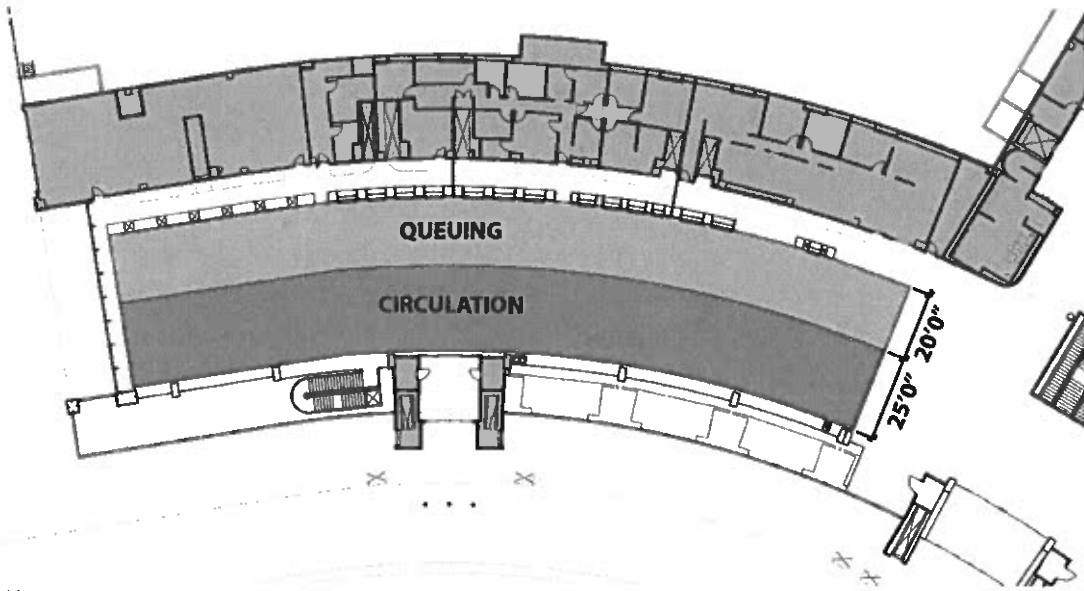


FIGURE 22 - TICKETING COUNTERS - PLAN AT SOUTH TICKET LOBBY

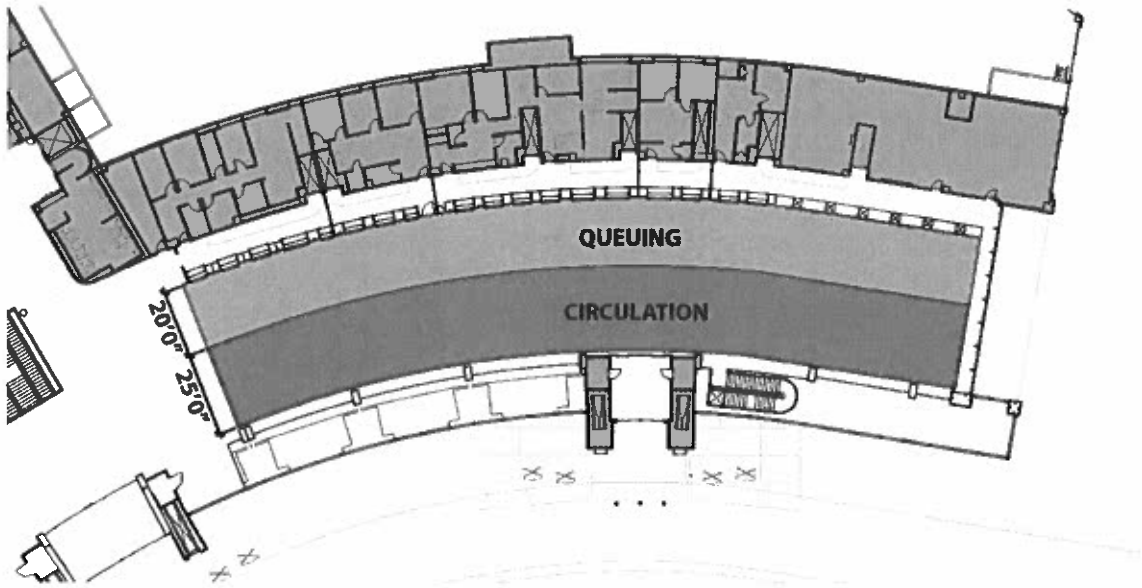


FIGURE 23 - TICKETING COUNTERS - PLAN AT NORTH TICKET LOBBY

1.8.2 Check-in Kiosks

Tenants wishing to utilize check-in kiosks shall first present to JAA a layout and installation plan for approval. Where check-in kiosks are used tenant shall provide adequate queuing so waiting passengers do not hinder the flow of passengers and shall comply with the figure below. Tenants will incur costs on a square foot basis for free standing check-in kiosks anywhere in the Ticket Lobby. Square footage will be assessed as outlined in figure 27. Other configurations will be treated similarly. Self-service kiosks are typically permitted only within each tenants queuing area.

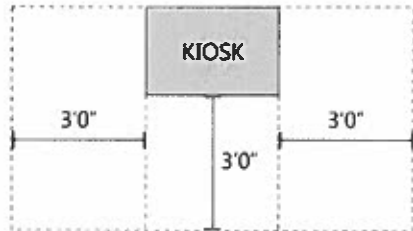


FIGURE 24 - CHECK-IN KIOSKS

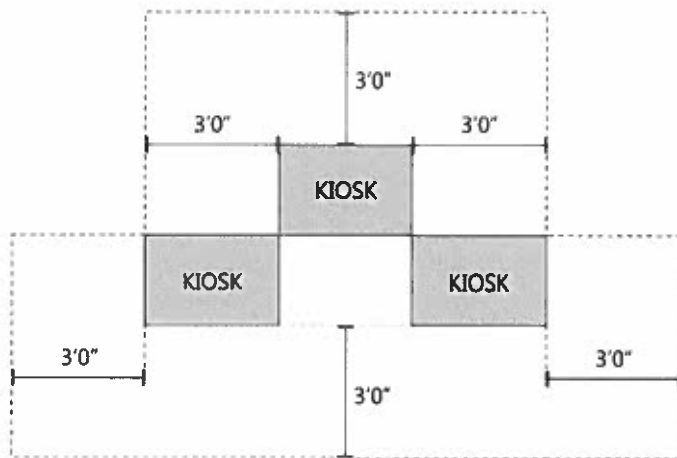


FIGURE 27 - AREA AROUND CHECK-IN KIOSKS



FIGURE 25 - CHECK-IN KIOSKS



FIGURE 26 - CHECK-IN KIOSKS

## 1.9 QUEUING LINES AT RENTAL CAR COUNTERS

Passenger terminal Baggage Claim lobbies typically contain baggage claim devices, baggage service offices and ground transportation tenants together with adequate circulation space for many passengers with baggage in tow. In recent years, check-in kiosks have been introduced into the mix thus requiring airports to rethink how the area in the baggage claim and rental car counters should be used. With each configuration comes challenges to passenger circulation and available floor area. Should check-in kiosks be located inside or outside of the queue area? Which direction should they face? Should there be stanchions or barriers surrounding the check-in kiosks?



**FIGURE 28 - RENTAL CAR QUEUING**



**FIGURE 29 - RENTAL CAR QUEUING**

### 1.9.1 Guidelines

At JIA, the full depth of the baggage claim lobby measures 45 feet from the face of the rental car counters to the nearest bag claim device. Up to 14 feet from the face of the counters has been designated as queuing area for the counters. A minimum of 14 feet is reserved as an active waiting area around the bag claim device, leaving 17 feet for passenger circulation. (Figure 30/32)

### 1.9.2 Check-In Kiosks

Tenants wishing to utilize check-in kiosks shall first present to JAA a layout and installation plan for approval. Where check-in kiosks are used tenant shall provide adequate queuing so waiting passengers do not hinder the flow of passengers. Tenants will incur costs on a square foot basis for free standing check-in kiosks anywhere in the Baggage Lobby. Square footage will be assessed based on figure 31. Other configurations will be treated similarly. Check-in Kiosks are normally permitted only within queuing area.



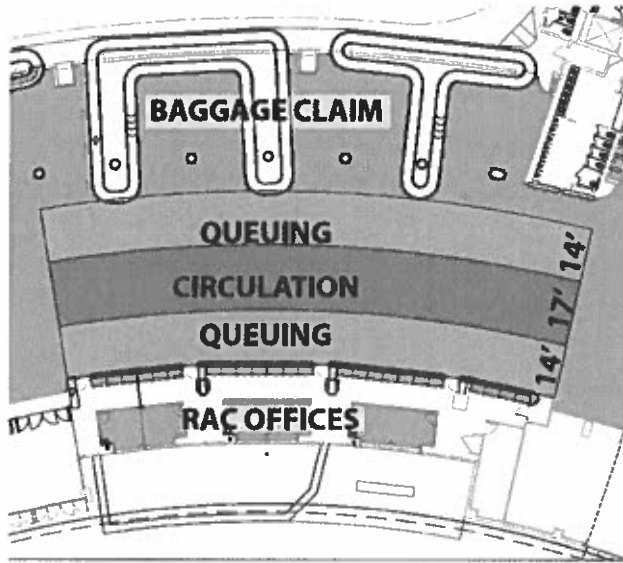
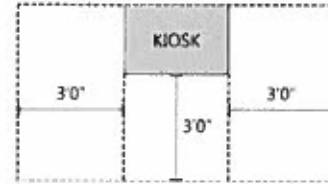


FIGURE 30 - RENTAL CAR QUEUING - PLAN - BAGGAGE CLAIM SOUTH



ASSESSED SQUARE FOOTAGE (TYP.)

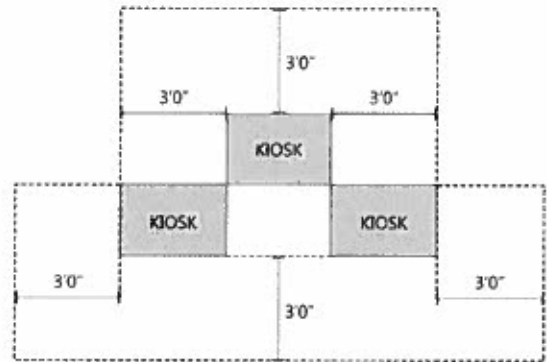


FIGURE 31 - AREA AROUND RENTAL CAR SELF-SERVICE KIOSKS

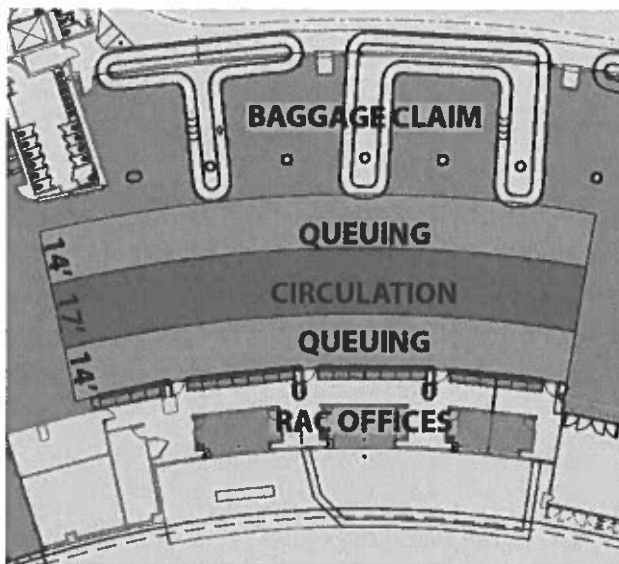


FIGURE 32 - RENTAL CAR QUEUING - PLAN - BAGGAGE CLAIM NORTH

## 1.10 SIGNAGE RELATED TO QUEUE LINES

Wayfinding and signage in a passenger terminal can be helpful to passengers or can create clutter to the point where the signs are not noticeable. Design professionals realize that less is more when it comes to wayfinding - the same should apply to informational signage throughout terminal buildings. Regulatory signage is something that, by law must be displayed. Tenant specific informational signage, although important, may not have specific requirements as per size, shape or color. Informational signage imposed by different tenants may follow branding standards of individual tenants, and that alone can lead to confusion. Effective signage should stand out in a crowded space without either overpowering or becoming lost within that space.



**FIGURE 33 - QUEUEING SIGNAGE**



**FIGURE 34 - QUEUEING SIGNAGE**

### 1.10.1 Guidelines

Each tenant at the Ticket and Baggage Claim Lobbies shall present to JAA their corporate standard sign package for passenger queuing areas for approval. Tenants shall strive to limit the quantity of and standardize the size of signs of a non-regulatory nature. Every effort should be made to mount all wayfinding signs on stanchion posts. All signs not mounted on stanchion posts shall be mounted on matching posts with baseplates that prohibit overturning. All signage must comply with ADA requirements. One carry on sizer will typically be permitted per tenant. No signage is permitted outside queuing area.

The following is a typical queuing line showing proper signage locations. The signage locations are the same for both airline ticketing and rental car areas.

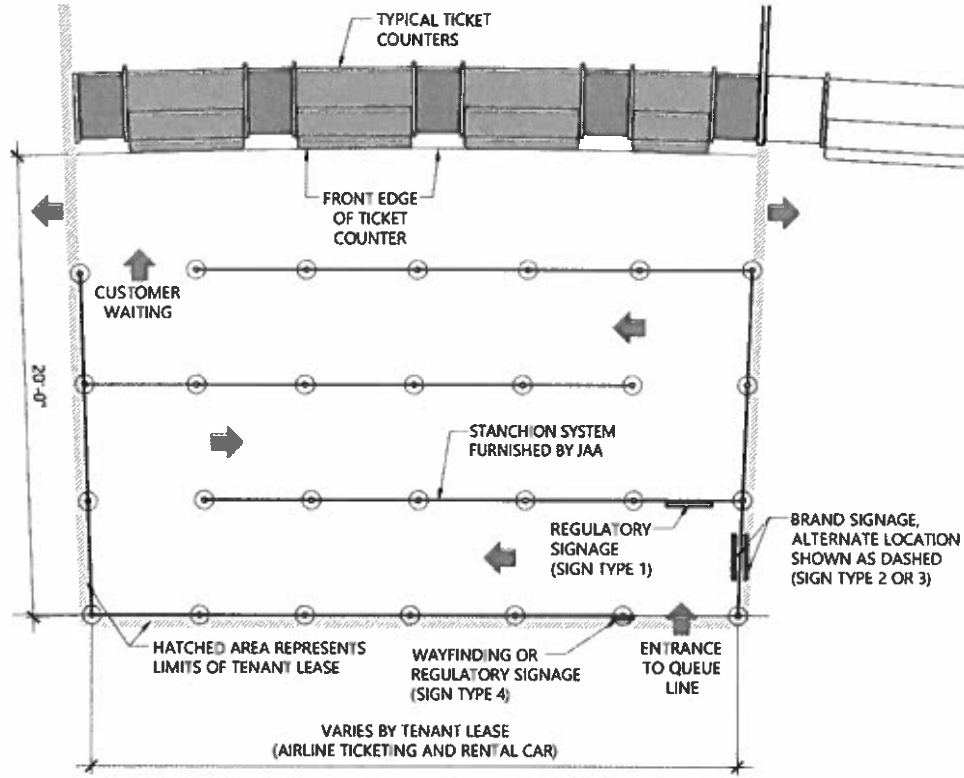


FIGURE 35 - QUEUING SIGNAGE - TICKETING

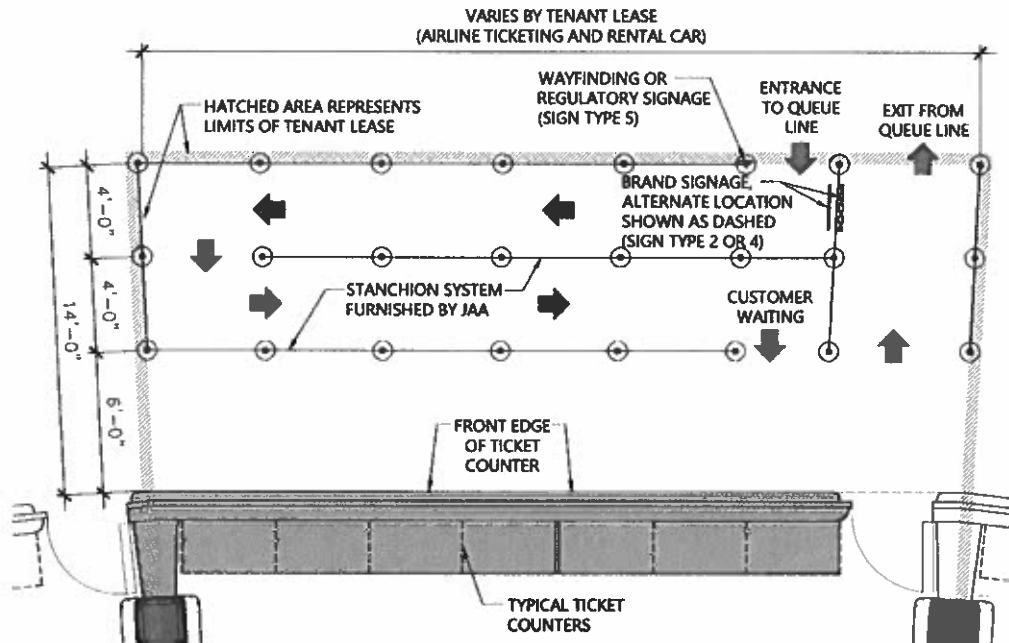


FIGURE 36 - QUEUING SIGNAGE - RENT-A-CAR

The following are existing signs in ticketing and rental car areas

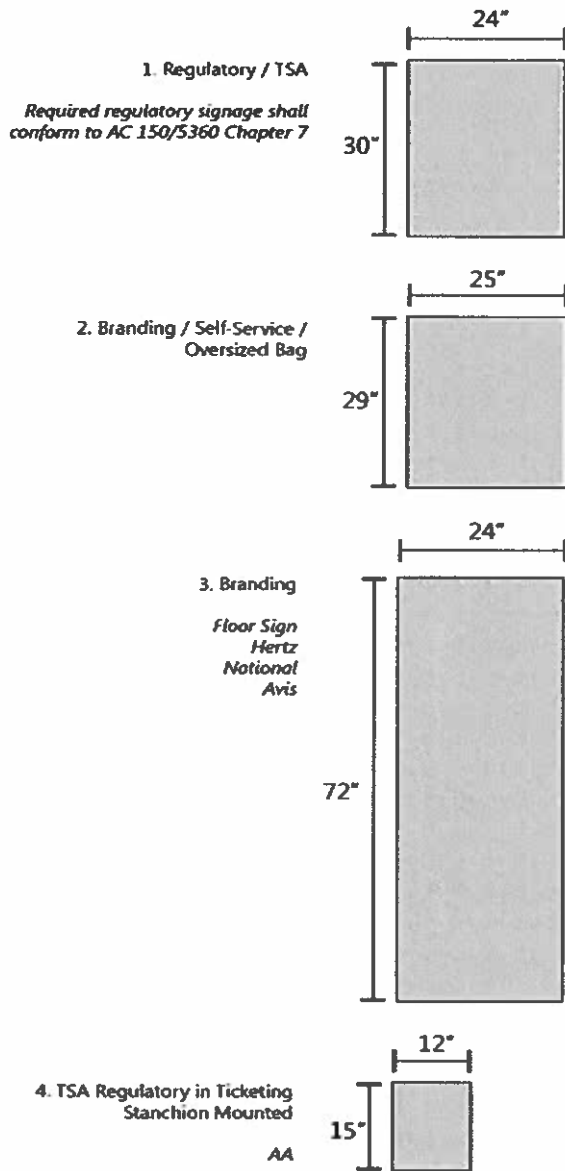


FIGURE 37 - SIGNAGE RELATED TO QUEUE LINES – DIMENSIONS

## 1.11 COLOR AND MATERIAL PALETTES AVAILABLE



**FIGURE 38 - CONCOURSE MATERIAL PALETTE**

JIA allows tenants to design areas within their individual lease holds and an exterior façade (within JAA lease) per corporate standards or if no corporate standard exists they are allowed to design with freedom of material and color pallet.

*The following color and material palettes have been adopted by JIA:*

Color Palette:  
 Paint – Benjamin Moore Paint  
 2129-30 Sharkskin  
 HC-44 Lennox Tan  
 OC-47 Ashwood  
 OC-65 Chantilly White  
 2129-40 Normandy  
 Power coated or Natural Finish  
 2129-50 Winter Lake

2129-60 Ranner Gray  
 OC-56 Snow White  
  
 Acrovyn High Impact Panel:  
 930 Blue Silk-Texture; Pebblette  
 360 Baltic Blue-Texture; Pebblette  
  
 Desert Sand-Texture; Sandstone

Solid Surface Material:  
 Corian Azure  
 Perforated Metal  
  
 Carpet: Interface Entropy

**EXHIBIT F**

**GROSS CONCESSION REVENUE 2014-2016**

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**EXHIBIT F**  
**GROSS REVENUE 2014 - 2016**

JACKSONVILLE AVIATION AUTHORITY				
JACKSONVILLE INTERNATIONAL AIRPORT				
GROSS CONCESSION REVENUE				
	<u>2016</u>	<u>2015</u>	<u>2014</u>	
<b>FOOD AND BEVERAGE</b>				
<b>HOST INTERNATIONAL, INC</b>				
BUD TRACK BAR & GRILL	\$2,080,330	\$1,905,518	\$1,891,438	
BURGER KING	\$731,936	\$757,702	\$748,522	
CHILIS TOO	\$3,597,514	\$3,426,228	\$3,095,683	
CIAO	\$1,263,156	\$1,223,240	\$1,058,785	
FRESHENS	\$182,842	\$187,014	\$198,017	
GRAB N GO	\$2,604	\$12,299	\$1,165	Closed Apr-2016
GREAT AMERICAN BAGEL	\$40,427	N/A	N/A	Opened Dec-2016
NATHANS	N/A	N/A	\$145,862	Closed Nov-2014
QUIZNOS	\$1,378,035	\$1,478,927	\$1,477,233	
SAM SNEADS	\$995,809	\$1,121,852	\$1,065,330	
SBARROS POST SECURITY	\$792,771	\$754,948	\$756,476	
SHULA'S BAR AND GRILL	\$2,267,504	\$2,084,802	\$1,823,059	
STARBUCKS CONCOURSE C	\$1,256,930	\$1,049,974	\$893,807	
STARBUCKS POST SECURITY	\$1,970,295	\$2,057,760	\$1,866,448	
STARBUCKS PRE SECURITY	\$840,909	\$706,084	\$617,333	
THE LOCAL	\$722,878	\$685,072	\$664,587	
<b>ABC WINE BAR, LLC</b>				
VINO VOLO	\$904,830	\$813,392	\$530,544	Opened Apr-2016
<b>TOTAL</b>	<b>\$19,028,770</b>	<b>\$18,264,812</b>	<b>\$16,834,289</b>	
<b>RETAIL</b>				
<b>PARADIES JACKSONVILLE INC</b>				
AMELIA ISLAND MARKETPLACE	\$320,250	N/A	N/A	Opened Jul-16
BRIGHTONS COLLECTIBLES	\$622,945	\$644,027	\$685,725	

**EXHIBIT F**  
**GROSS REVENUE 2014 - 2016**

BROOKS BROTHERS	\$622,302	\$635,809	\$628,202	
CNBC CONCOURSE A	\$2,141,541	\$2,044,446	\$1,916,399	
CNBC CONCOURSE C	\$2,087,553	\$2,220,451	\$2,126,398	
NY TIMES BOOKSTORE	\$214,867	\$514,433	\$541,446	Closed Jun-16
PGA TOUR SHOP	\$718,462	\$764,757	\$737,815	
RIVER CITY TRAVEL MART PRE SECURITY	\$1,109,173	\$1,191,611	\$1,151,335	
RIVER CITY TRAVELMART CONCOURSE C	\$1,469,793	\$1,321,236	\$1,310,072	
SPECIAL EVENTS TENT	\$34,439	\$36,796	\$34,276	
<b>INMOTION ENTERTAINMENT</b>				
IN LINE STORE	\$598,147	\$522,230	\$600,286	Remodel Nov-2016
<b>RAIN OR SHINE</b>				
INSIGHT POST SECURITY	\$984,477	\$1,035,735	\$932,836	
INSIGHT PRE SECURITY	\$491,855	\$506,793	\$506,405	
<b>ZOOM SYSTEM</b>				
AUTOMATED RETAIL	\$112,332	\$17,021	N/A	
<b>TOTAL</b>	<b>\$11,528,136</b>	<b>\$11,455,345</b>	<b>\$11,171,195</b>	
<b>SERVICE</b>				
24 HOUR FLOWER INC	\$14,616	\$16,085	\$14,086	
AIRPORT MAILERS INC	\$6,064	\$6,222	\$5,178	
COMFORT ZONE SPA INC	\$435,500	\$410,744	\$461,401	
SMARTE CARTE	\$76,745	\$79,835	\$69,994	
<b>TOTAL</b>	<b>\$532,925</b>	<b>\$512,886</b>	<b>\$550,659</b>	
<b>ANNUAL PASSENGER TRAFFIC</b>				
	<b><u>2016</u></b>	<b><u>2015</u></b>	<b><u>2014</u></b>	
<b>ANNUAL PASSENGER TRAFFIC</b>				
Enplaned	2,799,363	2,763,518	2,621,650	
Deplaned	2,792,523	2,738,371	2,609,338	
<b>Total</b>	<b>5,591,886</b>	<b>5,501,889</b>	<b>5,230,988</b>	

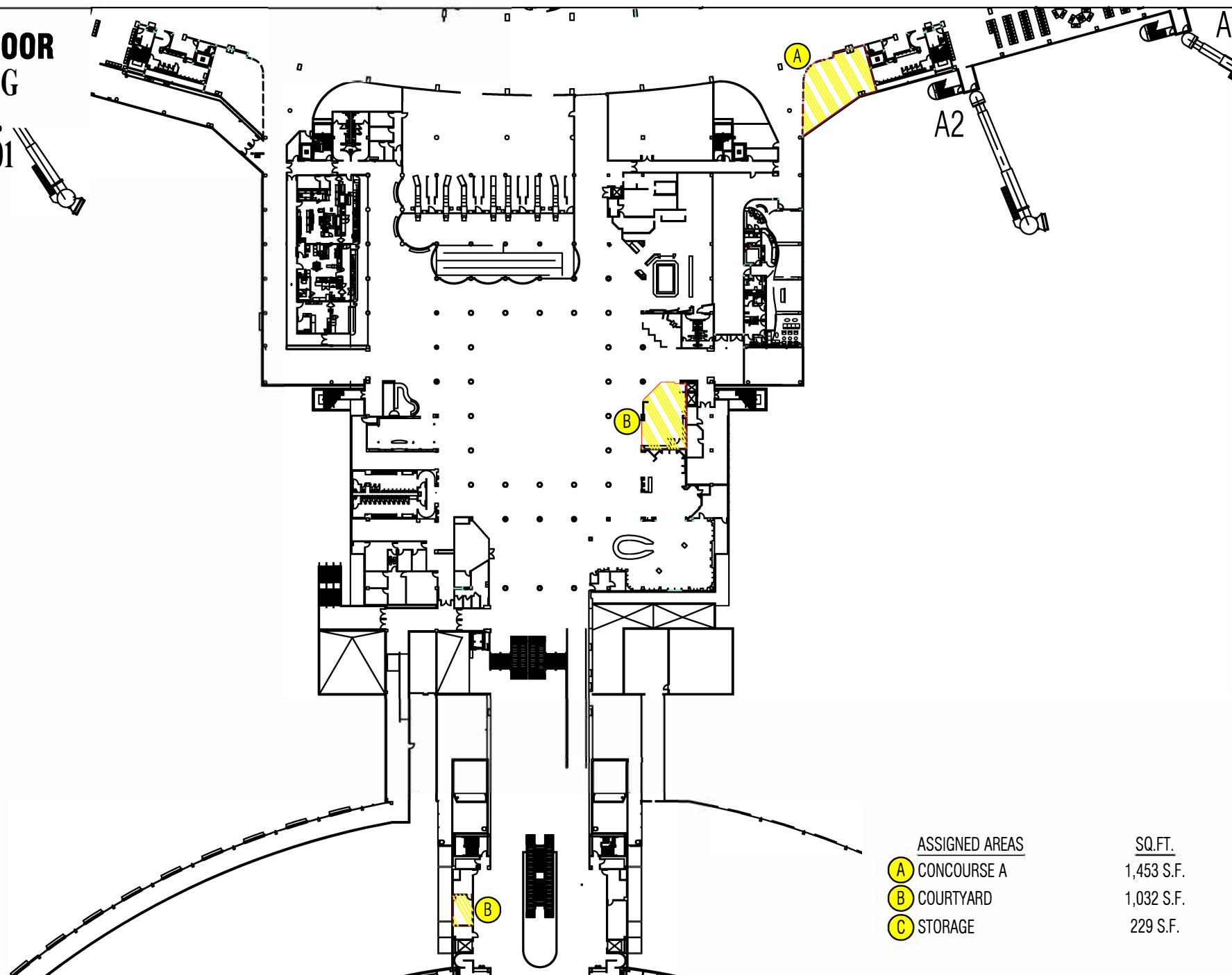


**EXHIBIT G**

**JAX 2<sup>nd</sup> FLOOR COURTYARD AND CONCOURSE A**

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**SECOND FLOOR**  
**EXHIBIT G**  
**RFP NO.**  
**18.09.43101**



ASSIGNED AREAS	SQ.FT.
<b>A</b> CONCOURSE A	1,453 S.F.
<b>B</b> COURTYARD	1,032 S.F.
<b>C</b> STORAGE	229 S.F.



SPECIALTY GIFT AND  
 RETAIL CONCESSIONS

JACKSONVILLE INTERNATIONAL AIRPORT  
 JACKSONVILLE, FLORIDA

**EXHIBIT G**  
**SHEET**  
**1 of 1**

**EXHIBIT I – ACDBE/DBE FORMS 1-5**

**ACDBE FORM 1**

**SCHEDULE OF DBE PARTICIPATION**

NAME OF BIDDER: \_\_\_\_\_ JAA RFP NO. 18-09-43101

CONTRACT: \_\_\_\_\_ TOTAL BASE BID AMOUNT: \$ \_\_\_\_\_

INDICATE ACDBE TYPE OF BUSINESS BY (✓) CHECK NEXT TO NAME

- SUBCONTRACTOR 100% OF BID PRICE APPLIES TOWARDS DBE PARTICIPATION GOAL
- MANUFACTURERS 100% OF BID PRICE APPLIES TOWARDS DBE PARTICIPATION GOAL
- SUPPLIERS 60% OF BID PRICE APPLIES TOWARDS DBE PARTICIPATION GOAL
- SERVICES 100% OF BID PRICE APPLIES TOWARDS DBE PARTICIPATION GOAL

ACDBE PARTICIPATION				\$ Amount	\$ Amount Applied to	% of
	Name	Work to Be Performed		Bid by ACDBE	ACDBE Goal	Bid
			ACDBE Participation – Total \$ Value and			
			%			

Total ACDBE Participation and %

The undersigned will enter into a Formal Agreement with the ACDBE Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the Jacksonville Aviation Authority.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018

NOTARY PUBLIC \_\_\_\_\_ (SEAL)

ACDBE FORM 2

**PARTICIPANT IDENTIFICATION AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY DECLARE AND AFFIRM THAT I AM THE \_\_\_\_\_  
(Title – Owner, President-ACDBE firm)  
and duly authorized representative of \_\_\_\_\_ whose  
(Name of ACDBE firm)

address is \_\_\_\_\_

I hereby declare and affirm that I am an ACDBE as defined by the contract documents for RFP No. 18-09-43101 and that I will provide information to document this fact. This firm is interested in quoting/bidding on the following work being procured by the Jacksonville Aviation Authority under RFP No. 18-09-43101.

Specify whether participation is as a Subcontractor, Manufacturer, etc. \_\_\_\_\_

Specify quote or bid amount \$ \_\_\_\_\_

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE FIRM TO MAKE THIS AFFIDAVIT.

\_\_\_\_\_  
(Date) (Affiant)

ATTACHMENT

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

On this \_ day of \_\_\_\_\_, 2018, before me, the undersigned officer personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Notary) Commission Expires \_\_\_\_\_ (SEAL)

ACDBE FORM 3

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR**

TO: \_\_\_\_\_  
(Name of Prime/General Contractor Proposing)

JAA PROJECT: **Specialty Gift and Retail Concession**

**RFP NO. 18-09-43101**

The undersigned intends to perform work in connection with the above Contract as:

Check One:

\_\_\_\_\_ an individual                      \_\_\_\_\_ a corporation

\_\_\_\_\_ a partnership                      \_\_\_\_\_ a joint venture

The status of the undersigned is confirmed on the attached ACDBE Contractor identification Affidavit.

Specify in detail, work items or parts thereof to be performed

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

at the following price: \$ \_\_\_\_\_.

\_\_\_\_\_ (%) of the total dollar value of this subcontract will be sublet and/or awarded to non-minority Subcontractors.

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

\_\_\_\_\_  
(Date)    (Telephone No.)    (Name of ACDBE Subcontractor)

\_\_\_\_\_  
(Firm Address)    By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(City and State)    Name: \_\_\_\_\_  
(Typed)

Title: \_\_\_\_\_  
(Typed)

ACDBE FORM 4

ACDBE UNAVAILABILITY CERTIFICATION

I, \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

of, \_\_\_\_\_, certify that on the dates below,

I invited the following ACDBE(s) to bid work items to be performed on JAA project: **Specialty Gift and Retail Concession; RFP No. 18-09-43101.**

<u>DATE OF REQUEST</u>	<u>NAME OF ACDBE</u>	<u>INDICATE IF SUB, MFG, ETC</u>	<u>DBE RESPONSE (Y/N)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following submitted bids which were not acceptable:

<u>Name of ACDBE</u>	<u>Reason for Unacceptability</u>
_____	_____
_____	_____
_____	_____
_____	_____

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature)

The foregoing instrument was acknowledged before me, this \_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ who is personally know to me or has produced \_\_\_\_\_ as identification and who did not take an oath.

Signed: \_\_\_\_\_ (SEAL)  
Notary Public

**Jacksonville Aviation Authority  
ACDBE FORM 5**

**MONTHLY REPORT**

DATE \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_

**JAA RFP NO: 18-09-43101**

CONTRACT NAME: \_\_\_\_\_ BASE BID AMOUNT: \$ \_\_\_\_\_

ACDBE GOAL% \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL CONTRACT \$ \_\_\_\_\_

TOTAL ACDBE CONTRACT \$ \_\_\_\_\_

NAME OF ACDBE SUBCONTRACTOR	ADDRESS	TYPE OF WORK	EARNED THIS MONTH	EARNED TO DATE
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

SUBTOTAL ALL ACDBE.....\$ \_\_\_\_\_ \$ \_\_\_\_\_

ACDBE EARNED TO DATE DIVIDED BY TOTAL CONTRACT EARNED TO DATE \_\_\_\_\_%  
.....%

PERCENTAGE OF OVERALL CONTRACT COMPLETE.....%

The undersigned hereby affirms and declares that the above-listed firms were actually employed in the performance of work/services under this contract and further that each such firm earned and has been paid the stated amount for their respective efforts.

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

Sworn and subscribed before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC (Seal)

**NOTES:**

- Contractor shall attach to this form a typewritten explanation of any differences in ACDBE participation between this form and ACDBE Form 1 including an accounting for any changes in ACDBE firms employed.
- THIS FORM MUST BE COMPLETED AND SUBMITTED WITH CONTRACTORS REQUEST FOR MONTHLY AND FINAL PAYMENTS.

EXHIBIT J

REFERENCE QUESTIONNAIRE  
SPECIALTY GIFT AND RETAIL CONCESSION

(Page 1 of 2)

Proposer's Name: \_\_\_\_\_  
(Insert Name of Company Reference is being submitted)

Reference Name: \_\_\_\_\_

The person completing the Reference Questionnaire must provide a response to all of the following questions:

1. Describe the services provided by the Proposer to your organization.

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

2. Please rate your overall satisfaction with the Proposer on a scale of 1 to 5, with 1 being "least satisfied" and 5 being "most satisfied." \_\_\_\_\_

3. If you answered three (3) or less to the previous question, what could the Proposer have done to improve their rating?

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

4. Please indicate your level of satisfaction with the Proposer's project management structures, processes, and personnel. Use a scale of 1 to 5; with 1 being "least satisfied," and 5 being "most satisfied." \_\_\_\_\_

5. If you answered three (3) or less to the previous question, what could the Proposer have done to improve their rating?

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

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



**REFERENCE QUESTIONNAIRE  
SPECIALTY GIFT AND RETAIL CONCESSION**

**Continued**

**(Page 2 of 2)**

Proposer's Name: \_\_\_\_\_  
*(Insert Name of Company Reference is being submitted)*

6. How long were past services provided or are the services currently being provided (if current, when did Proposer begin providing services?)  
\_\_\_\_\_

7. Would you use the services of the Proposer again? Indicate on a scale of 1 to 5: with 1 being "absolutely not" and 5 being "absolutely yes". \_\_\_\_\_

8. Additional Comments or Feedback:

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

**NOTE: THE PERSON COMPLETING THE REFERENCE QUESTIONNAIRE MUST PLACE THE QUESTIONNAIRE IN A SEALED ENVELOPE AND THEIR SIGNATURE MUST BE ACROSS THE ENVELOPE SEAL. THE SIGNATURE MUST MATCH THE SIGNATURE OF THE PERSON WHO COMPLETED THE QUESTIONNAIRE.**

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) **MUST BE THE SAME AS THE  
SIGNATURE ACROSS THE ENVELOPE SEAL**

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

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

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

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