JAA SOLICITATION



JAX Jacksonville International Airport | Cecil Cecil Airport | JAXEX Jacksonville Executive at Craig Airport | Herlong Herlong Recreational Airport | Cecil Cecil Spaceport

INVITATION TO BID (ITB) No.: 26-30-44202

CONTROL TOWER MAINTENANCE AND REPAIR

FOR THE JACKSONVILLE AVIATION AUTHORITY

CECIL AIRPORT AND SPACEPORT – JACKSONVILLE, FL

Procurement Administrator: Samantha Smid
Director of Procurement: Kathleen Fisher

JAA Department of Procurement 14201 Pecan Park Road, Jacksonville, Florida 32218
Email: samantha.smid@flyjacksonville.com (Phone) 904.741.3209

INVITATION TO BID

NUMBER 26-30-44202

CONTROL TOWER MAINTENANCE AND REPAIR

for the
JACKSONVILLE AVIATION AUTHORITY

The Jacksonville Aviation Authority (JAA) has instituted an electronic submission process for the above-referenced solicitation.

A Non-Mandatory **Pre-Bid Meeting** and Site Visit will be held at **1:00 PM (EST), Friday, August 28, 2026** at the Cecil Airport and Spaceport: 2nd Floor Conference Room, 13365 Simpson Way, Jacksonville, FL 32221. As a courtesy and to assist in preparing an attendance roster, please email samantha.smid@flyjacksonville.com if you plan to attend.

Questions regarding this bid must be received by **5:00 PM (EST) on Tuesday, September 8, 2026** for consideration.

JAA will receive bids electronically via DemandStar.com until **2:00 PM (EST) on Friday, September 18, 2026**.

HAND DELIVERED, MAILED, FAXED OR EMAILED BIDS WILL NOT BE ACCEPTED.

To register with Demand Star.com, visit: https://www.demandstar.com/registration.

All bids must be submitted in accordance with Bid Number 26-30-44202, which may be obtained on Thursday, August 20, 2026 from www.flyjacksonville.com (click on “Bid Opportunities”) or DemandStar.com

This solicitation will be awarded fairly, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4). Title 49 CFR (Part 26 or 23) and/or similar regulations.

TABLE OF CONTENTS

GENERAL INFORMATION …… Page 4

ARTICLE I - INSTRUCTIONS TO RESPONDENTS …… Page 5

ARTICLE II - GENERAL CONDITIONS …….. Page 11

ARTICLE III – SCOPE OF SERVICES ……. Page 20

ARTICLE IV - BID FORM ……. Page 23

EXHIBIT A - AIR TRAFFIC CONTROL TOWER EQUIPMENT LIST AND BID SHEET

EXHIBIT B - CONFLICT OF INTEREST CERTIFICATE

EXHIBIT C – AFFIDAVIT OF FOREIGN CONCERN AND HUMAN TRAFFICKING

EXHIBIT D – LOCAL BUSINESS VERIFICATION FORM

EXHIBIT E – DRAFT CONTRACT

EXHIBIT F – REGISTERING AND NAVIGATING DEMANDSTAR

EXHIBIT G – CECIL AIRPORT BADGING PROCEDURES

EXHIBIT H – JAA EXPENSE AND TRAVEL POLICY PACKET

NO BID FORM

GENERAL INFORMATION

REQUESTS FOR DISTRIBUTION SHEETS OR PRE-BID ATTENDANCE SHEETS

Copies of the Invitation to Bid (ITB) Distribution Record and/or the Pre-Bid Attendance Record may be requested by contacting the Procurement Department of the Jacksonville Aviation Authority (JAA).

SUBMISSION OF BIDS

JAA will receive bids electronically via DemandStar.com until 2:00 PM (EST) on Friday, September 18, 2026. Bids must be uploaded into DemandStar.com E-Bidding System prior to 2:00 PM on Friday, September 18, 2026.

HAND DELIVERED, MAILED, FAXED OR EMAILED SUBMISSIONS WILL NOT BE ACCEPTED.

PUBLIC RECORDS REQUIREMENTS

JAA is required to comply with Section 119.07 of the Florida Statutes. Depending on the type of project for which bids are requested, the items read at the opening will vary. Sealed bids 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 bids, including exhibits, are subject to the Public Records Law, and a Respondent may not exclude any portion of the Bid 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:

Jacksonville Aviation Authority
14201 Pecan Park Road
Jacksonville, Florida 32218
E-Mail: public.records@flyjacksonville.com

REQUESTS FOR BID 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 emailing public.records@flyjacksonville.com 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 with 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 will direct all contact with JAA through JAA's Procurement Manager or the assigned Procurement Administrator 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.

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

ARTICLE I – INSTRUCTIONS TO RESPONDENTS

1.01 RECEIPT AND OPENING OF BIDS

JAA will receive Bids for this solicitation until the above stated date and time, for the purpose of selecting a company to provide Control Tower Maintenance and Repair (the "Services"). The Bids will be publicly opened via Tele-Conference. Join by phone call 1-408-418-9388, access code: 2869 500 6078#. Please email samantha.smid@flyjacksonville.com if you need assistance.

1.02 DELIVERY OF BIDS

Bids will be received electronically via DemandStar.com.

To register with DemandStar.com, visit: https://www.demandstar.com/registration

For information on how to navigate DemandStar.com, please see **Exhibit F.**

All Bids must be submitted in accordance with ITB No. 26-30-44202, which may be obtained on Thursday, August 20, 2026 from www.flyjacksonville.com (click on "Bid Opportunities") or DemandStar.com

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 bids, as determined by the date stamp for upload into DemandStar.com, will not be considered and may be returned to the Respondent as non-responsive. Each Respondent is fully responsible for ensuring that its Bid is uploaded to DemandStar.com and will assume the risk of non-delivery or untimely delivery caused by failure to upload by the designated date and time. This ITB does not commit JAA to pay costs or expenses.

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 contract are also contained in these documents.

1.04 EXAMINATION OF CONTRACT DOCUMENTS AND SPECIFICATIONS

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 ITB. 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 BIDDING

No interpretation of the meaning of any part of the ITB 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: Samantha Smid, Requests **MUST** be transmitted via email to samantha.smid@flyjacksonville.com. Each Respondent is fully responsible for ensuring that their requests for written interpretations or corrections is timely received and will assume the risk of non-delivery or untimely delivery caused by failure to e-mail request by the designated date and time.

All requests must be received by 5:00 PM (EST) on Tuesday, September 8, 2026 in order to be given any consideration. All such interpretations and supplemental instructions will be in the form of a written Addenda to the ITB documents, which, if issued, will be posted on the JAA website, www.flyjacksonville.com. However, it is the responsibility of each Respondent, prior to submitting its Bid, to contact JAA Procurement Department at (904) 741-3209 to determine if any Addenda were issued and to make such Addenda a part of its Bid. In case any Respondent fails to acknowledge receipt of any such Addenda in the space provided on the Bid Form, its Bid will nevertheless be construed as though the Addenda has been received and acknowledged. Only the interpretations or corrections 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 the ITB Documents.

1.07 PREPARATION OF BID

Bids will be submitted in the form, and in the order outlined in the Bid Form. All information must be typed in or legibly printed in ink.

If the Bid 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 Bid as principal. If the Bid 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 Bid is made by a corporation, the Bid 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 BID WILL CONSTITUTE A MATERIAL IRREGULARITY AND WILL RESULT IN THE REJECTION OF THE BID. 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 BIDS

Any Bid may be withdrawn by written request of the Respondent until the date and time established herein for opening of the Bids. Any Bid not timely withdrawn will, upon opening, constitute an irrevocable offer for a period of 90 days (or until one or more of the Bids have been duly accepted by JAA, whichever is earlier) to furnish the goods and /or services contemplated herein. JAA decision and/or action on bids normally will be taken within 60 days after bid opening; however, no guarantee or representation is made as to the time between the bid opening and the subsequent JAA decision and/or action regarding an award. To the extent negotiations are required and the negotiation and/or award process does not result in an executed contract with the top-ranked Respondent, JAA reserves the right to: (i) initiate the same with the next ranked Respondents until such time as an executed contract results; or (ii) otherwise proceed as permitted pursuant to its Procurement Code.

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 Bid. In order for JAA to consider the qualifications of Respondents for this Project, **each Respondent must acknowledge the below criteria on the Proposal Form (Article IV) and provide any requested documentation to verify that they meet the following Mandatory Minimum Qualifications:**

A. Respondent is registered with the Florida Department of State, Division of Corporations to do business in the State of Florida. (https://dos.fl.gov/sunbiz/search/)

B. Respondent confirms that the Respondent is NOT listed on the Florida Department of Management Services, Convicted Vendor List as defined in Section 287.133(3)(d), Florida Statutes. (https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/convicted_vendor_list)

C. Respondent confirms that the Respondent is NOT listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List of the Scrutinized Companies that Boycott Israel List or is engaged in business operations in Cuba or Syria as defined by the Florida State Board of Administration. (https://www.sbafla.com/governance/global-governance-mandates)

D. Respondent must have five (5) years' experience in providing the services contemplated in this ITB, which experience must be immediately prior to the date of Bid Opening. Respondent will submit, at the time of response submission, the following information for similar contracts for control tower and repair for facilities similar in size and scope to Cecil Airport and Spaceport. Details must include: 1. Name of the company for which services are provided; 2. length of time of the contract has been in place; 4. brief summary of the scope of services provided under the contract. Additionally, a current point of contact for each similar contract must be provided; to include name and contact information (phone and/or email address).

E. Respondent and/or Subcontractor must provide a copy of their current General Radiotelephone Operator License issued by the FCC, no special conditions or endorsements are required.

1.10 RESPONSIBLE RESPONDENT CRITERIA

In considering the responsiveness, JAA will examine each timely received bid against the factors listed below. Respondents will address each factor specifically in their Bid.

A. Bid Price

Respondent's annual prices shall be submitted on the Air Traffic Control Tower Control Tower Equipment List and Bid Sheet, **Exhibit A**. A bid sheet shall be submitted for each contract year (5-year term). The award will be based on the lowest total contract amount for the five (5) year term. Any modifications, exceptions, or changes to Exhibit A, Air Traffic Control Tower Equipment List and Bid Sheet, will result in rejection of the bid.

1.11 DISQUALIFICATION OF RESPONDENTS

Any of the following causes may be considered sufficient for the disqualification of a Respondent or rejections of the Bid (this does not represent an exhaustive list):

A. Submission of more than one Bid 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 Bid may be submitted for the same company.

B. Evidence of collusion among 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 work 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 Bids, and, if found to apply to any Respondent, JAA will notify the Respondent that its Bid will not be considered for an award of the Contract. The Respondent has three (3) business days to appeal in writing this decision to the JAA CEO, via the Procurement Department, and the decision of the JAA CEO will be final.

1.12 REJECTIONS OF IRREGULAR BIDS

Bids 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 B,** 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 PRE-BID MEETING

To help ensure that all Respondents are fully informed of the requirements for this solicitation, a Pre-Bid Meeting will take place at the below mentioned time, date and place. Respondents are encouraged to submit questions in advance of the meeting to JAA's Procurement Department, Attn: Samantha Smid. Requests MUST be transmitted via email to samantha.smid@flyjacksonville.com. Each Respondent is fully responsible for ensuring that its requests for written interpretations or corrections is timely received and will assume the risk of non-delivery or untimely delivery caused by failure to e-mail request by the designated date and time.

A Non-Mandatory **Pre-Bid Meeting and Site Visit** will be held at **1:00 PM (EST), Friday, August 28, 2026** at the Cecil Airport and Spaceport: 2nd Floor Conference Room, 13365 Simpson Way, Jacksonville, FL 32221. While not mandatory, all prospective Respondents are encouraged to attend. Consistent with Sections 1.04 and 1.05, actual Respondents will be treated as if they are aware of all matters discussed during the Pre-Bid Meeting.

1.16 LOCAL PREFERENCE PROGRAM

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" will 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.

The Local Business will perform or operate on a day-to-day basis and provide a substantial component of the goods or services, which are being procured by JAA.

A 5% preference for this solicitation will be given to Local Respondents.

If your business meets the requirement of Local Business or Local Respondent, you must submit the Local Business Verification Form, **Exhibit D**, to receive the stated preference.

1.17 SMALL BUSINESS ENTERPRISES (SBE) PARTICIPATION

JAA is committed to providing an opportunity for local small/disadvantaged/minority owned firms by promoting the development of small businesses within our normal market area. It is the policy of JAA to provide small businesses with identical information and an equitable opportunity to compete for business from JAA. This is an invitation for local small/disadvantaged/minority businesses to become involved in the total procurement of JAA sponsored projects, goods and services. JAA's local market area is defined as Duval, Clay, Baker, St. Johns or Nassau Counties, which market area is specific to this section only and should not be confused with the Normal Market Area designated for participation in JAA's Local Preference Program.

1.18 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.

1.19 BID BOND Not Applicable to ITB No. 26-30-44202

As a material requirement of this bid, each Respondent must furnish evidence from a surety bond company in the amount of **N/A** of Respondent's total Bid price as a surety that: (i) the Bid will not be withdrawn for ninety (90) calendar days from date of bid opening; and (ii) Respondent will enter into a binding contract to do the work as proposed and in accordance with the solicitation documents. By submitting a bid, Respondents generally acknowledge that their bid bonds will not be excused by mistakes or errors in computation or discharged until a contract has been executed and, if required hereunder, a properly executed payment and/or performance bond is provided and accepted in lieu of the bid bond. To the extent the successful Respondent fails to enter into a formal contract or fails to provide a satisfactory performance bond, it will forfeit its bid bond. Any bond required hereunder must be secured from and executed by a surety duly licensed to do business in the State of Florida. Failure to furnish evidence of the bond, including power of attorney, if required, may result in rejection of the Bid.

1.20 PERFORMANCE BOND – Not Applicable to ITB No. 26-30-44202

The successful Respondent must furnish a performance bond in the amount of **N/A** upon the execution of the Contract to guarantee the performance of all terms and conditions stated in the Contract (once a satisfactory performance bond is received from the successful Respondent hereto and a contract is fully executed for the work contemplated hereunder, said Respondent's bid bond will be released). The performance bond must be with a corporate surety authorized to do business in the State of Florida and acceptable to the JAA. The bond will be specifically conditioned to perform this Contract.

1.21 EVALUATION AND AWARD

JAA reserves the right to award the ITB based on the method that is the most feasible and in the best interests of JAA.

JAA reserves the right to accept or reject any or all Bids, in whole or in part. JAA reserves the right to award the ITB to the Respondent submitting a bid which is most advantageous and in the best interests of JAA. Tie bids will be awarded pursuant to JAA's Local Preference Program and if after its application the tie remains, preference will be given to the Respondent that certifies it has implemented a drug-free workforce program. If a tie still remains, JAA will award the ITB in the manner determined to be in the best interests of JAA. JAA will be the sole judge of the bids and the resulting award that is in its best interest and its decision will be final. The JAA CEO has final approval authority for any resulting agreement. This ITB is subject to the availability of budgeted funds.

Within 10 days after notice of award is made, JAA will endeavor to give the successful Respondent a JAA purchase order and Respondent must acknowledge receipt. Award will not be binding until this purchase order has been received and acknowledged by the Respondent to contain the terms of the contract. Respondent terms different from JAA's (on JAA purchase order or contained in the Contract) will not be allowed.

JAA's intended award decision for this solicitation and the results of the Awards Committee's action regarding the same will be posted on JAA's:

(i) Public Notice Board located in the first-floor lobby of JAA's Administration Building at 14201 Pecan Park Road, Jacksonville, Florida 32218; and/or

(ii) Website at https://www.flyjacksonville.com/jaa/Awards.aspx.

IT IS THE SOLE RESPONSIBILITY OF THE RESPONDENT TO KNOW AND DETERMINE THE DATE AND TIME ANY INTENDED DECISION, RECOMMENDATION, OR ACTION IS TAKEN OR POSTED BY JAA.

1.22 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 https://www.flyjacksonville.com/jaa/Pmeetings.aspx, DemandStar.com, and/or at the JAA Administration Building, 14201 Pecan Park Road, 1st Floor, Jacksonville, FL 32218.

1.23 PROTEST PROCEDURES

Any Respondent adversely affected during this ITB 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, 2nd 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 Administrator assigned to this solicitation or by visiting JAA's website at http://www.flyjacksonville.com/PDFs/award-protest.pdf. **IT IS THE SOLE RESPONSIBILITY OF THE PROTESTANT TO KNOW AND DETERMINE THE DATE AND TIME ANY INTENDED DECISION, RECOMMENDATION, OR ACTION IS TAKEN OR POSTED BY JAA.**

1.24 EXECUTION OF THE CONTRACT

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 Contract 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.

ARTICLE II – GENERAL CONDITIONS

2.01 DEFINITIONS

AOA – Airport Operations Area

ATC – Air Traffic Control

ATCT – Air Traffic Control Tower

AUTHORITY – Jacksonville Aviation Authority

BID – The approved forms on which the Respondent is to submit, or has submitted, its prices for the items requested in the bid.

CECIL – Cecil Airport & Spaceport

CONTRACT – The Contract consists of the document labeled Specifications for Control Tower Maintenance and Repair, ITB Number 26-30-44202; Respondent's Bid; 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 Respondent'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 will not be deemed a breach of the Contract as a whole, which will remain in force and effect, and will not affect the validity of the Contract nor the Respondent's obligations to non-breaching Users or JAA; (3) JAA will 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" will 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 will 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.

PROPOSER – Any individual, firm or corporation submitting a Proposal for the services contemplated.

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

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 will be for a five-year term at the sole discretion of JAA. The Contract may be terminated at any time with 30 days written notification, with or without cause, by JAA. All JAA Contracts are subject to the availability of budgeted funds.

2.04 SOLICITATION PROVISION

Respondents are requested to indicate on their Bids if they will extend the pricing, terms and conditions of this bid to other public or government agencies, if Respondent is the successful bidder. If Respondent agrees to or is silent on this provision, public or government agencies may enter into a contract with Respondent for the purchase of the service and/or supplies described herein, based on the terms, conditions, prices, and percentages offered by Respondent to JAA. Minor changes in terms and conditions may be negotiated by utilizing or piggy-backing agencies for up to the full potential term of the contract resulting from this solicitation. JAA makes no warranties regarding any services and/or supplies utilized or piggy-backed hereunder, liability for which shall be the sole responsibility of Respondent, against which liability Respondent will indemnify, save, hold harmless, and defend JAA.

2.05 INDEMNIFICATION

Any Contract resulting from the ITB will include the following provisions:

To the fullest extent permitted by law and as may be limited by Section 725.08, Florida Statute, the Respondent agrees to indemnify, defend and hold harmless JAA, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Respondent's work or services under this Contract; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the Respondent, Respondent's Subcontractor(s) or anyone directly or indirectly employed or hired Respondent, or anyone for whose acts Respondent may be liable. JAA reserves the right, but not the obligation, to participate in defense without relieving Respondent of any obligation hereunder. By virtue of submitting a bid in response to this solicitation, Respondent acknowledges and will adhere to this provision if awarded the scope of services contemplated herein.

2.06 INSURANCE

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as JAA's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

Commercial General Liability: Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000 Each Occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability nor Professional Liability.

Business Automobile Liability: Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than $1,000,000 (non-AOA access) Each Occurrence. Contractor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. In the event the contractor requires AOA access, then the Business Automobile Liability Limit will be not less than $5,000,000.

Worker's Compensation Insurance & Employers Liability: Contractor shall maintain Worker's Compensation Insurance & Employer Liability in accordance with Chapter 440, Florida Statutes, as now or hereafter amended. Coverage shall be provided on a primary basis.

Cyber Liability Insurance (Successful respondent may seek a waiver for this requirement from JAA; however, any such waiver will require respondent to execute an indemnity agreement as part of the waiver: Respondent shall procure and maintain Cyber Liability Insurance at a limit of liability not less than $1,000,000 per occurrence or claim. JAA must receive 30-day notice of intent to cancel, non-renew, or make material change in coverage. Cyber Liability Insurance Coverage shall contain the following:

(a) Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

(b) Network security liability arising from the unauthorized use of, access to, or tampering with, or destruction of data and/or computer systems.

(c) Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.

(d) Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

(e) Liability arising from the rendering, or failure to render, professional services.

Additional Insured: Contractor agrees to endorse JAA as an Additional Insured with a CG2026 Additional Insured – Designated Person or Organization endorsement or similar endorsement, to the Commercial General Liability and Business Auto Liability. The Additional Insured shall read "Jacksonville Aviation Authority."

Waiver of Subrogation: Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the 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 specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance: Contractor agrees to provide JAA a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum 30**-day** endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

Jacksonville Aviation Authority
Risk Management Department
14201 Pecan Park Road
Jacksonville, FL 32218
Risk.management@flyjacksonville.com

Umbrella or Excess Liability: Contractor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. CONTRACTOR agrees to endorse JAA as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure "True Follow-Form" basis.

Right to Revise or Reject: JAA reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, JAA reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due.

2.07 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 certificates of insurance, copies of licenses, permits and other items required by JAA.

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 required, all employees/subcontractors/independent operators of the Respondent assigned to Cecil Airport (VQQ), at the sole expense of the Respondent. The Respondent will have the sole responsibility of complying with TSA guidelines, that include but are not limited to: employee background screening (Transportation Security Administration (TSA) Security Threat Assessment (STA) and FBI Criminal History Record Check (CHRC), badge issuance and retrieval, and auditing of security badges. Any fines incurred by JAA for violations of any TSA 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 G,** for JAA form "Cecil Airport Badging Procedures," which contains details on the issuance and replacement,. Any employee of the Respondent found by JAA to have been issued a security badge in violation of TSA 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 guns, knives, weapons, explosives, incendiaries, or other items identified in the Transportation Security Administration's list of "Prohibited Items," specifically as it relates to carry-on baggage.

(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.

2.08 WARRANTY – MINIMUM REQUIREMENTS

A. Respondent will provide a minimum of one year warranty on all parts or as provided by the manufacturer, whichever is greater. Any parts/material furnished by the Respondent will have a percentage markup not to exceed the amount as indicated on the Proposal Form.

B. Respondent will have a minimum of one year warranty on all workmanship once approved by JAA.

This ITB and subsequent contract are subject to the provisions of the Uniform Commercial Code as it relates to warranties. No disclaimers will be allowed. All warranties will begin at the time of final acceptance by JAA.

In the performance of the Scope of Services under this solicitation, the Respondent and its employees and/or Subcontractors will exercise the degree of skill and care required by customarily accepted good practices and procedures in the industry. All services under this solicitation are warranted for a period of one year following final acceptance of the services. If any failure to meet the foregoing warranty appears within one year after services are accepted by JAA, the Respondent will again perform the services directly affected by such failure at the Respondent's sole expense.

2.09 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.

2.10 COMPENSATION

Compensation will be paid in accordance with the Respondent's quotation price submitted on the Bid Form and accepted by JAA, subject to post quotation negotiations, value engineering, etc. The invoice, which must reference the purchase order number, should be mailed to JAA, Attn: Accounts Payable, 14201 Pecan Park Road, Jacksonville, FL 32218. Invoices may also be submitted via email to: **accountspayable@flyjacksonville.com.** Invoices will be processed in accordance with normal JAA procedures, which is 30 days net (20 days net for certified small businesses) after receipt of an approved invoice. JAA, at its

sole discretion, may authorize advance payments, deposit or partial payments**. Invoicing violation(s) will be subject to the Performance Standards section hereof.**

2.11 ACH PAYMENT PARTICIPATION ACKNOWLEDGEMENT

JAA is endeavoring to process its accounts payable transactions even more efficiently through the Automated Clearing House (ACH) payment method. Submitting a bid in response to this solicitation will 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. JAA will make every effort to secure the information obtained through this initiative in accordance with Florida Law, under which banking information and account numbers are currently considered confidential and exempt from public record. The completion and return of JAA's ACH Authorization Form is only required if Respondent is notified of a potential award, at which time an actual copy of the form will be provided. If it has previously completed and returned this form and there has been no changes to the information contained therein, Respondent will provide JAA written notice and documentation of the same.

2.12 PERMITS AND LICENSES

Work permits and licenses necessary to carry out the services will be secured and paid for by the Respondent and remain in effect throughout the duration of the Contract.

2.13 JAA'S RIGHT TO TERMINATE THE RESULTING CONTRACT

The resulting Contract may be terminated by JAA in accordance with this clause whenever JAA determines that such termination is in the best interest of JAA. Such termination will be affected by a 30-day prior written notice to the Respondent stating the date upon which such termination becomes effective.

JAA may terminate the Contract should the Respondent have repeated and sustained Federal Aviation Administration (FAA) and / or Transportation Security Administration (TSA) security regulation violations or as determined by JAA.

Unsatisfactory performance by the Respondent may result in immediate cancellation of the Contract. If such Contract is terminated, JAA reserves the right to open negotiations with the next rank Respondent until a successful completion of negotiations and execution of a Contract.

Termination of the Contract in accordance with its agreed termination provisions will not give rise to any claims of improper termination, termination in bad faith, or the like or to the payment of any compensation, recoupment of expenditures made by Respondent pursuant to the Contract, or the like predicted in such termination. The Contract is always subject to availability of budgeted funds.

2.14 ASSIGNMENT

The Respondent will not assign or otherwise transfer its rights under the Contract without the prior written consent of JAA, nor will the Respondent assign any monies due or to become due to him hereunder, without the prior written consent of JAA.

2.15 SUBCONTRACTORS

If Subcontractors are to be used, the Respondent will, as soon as practicable after signing the Contract, notify JAA in writing of the names, address and contact information of Subcontractors proposed for the work. 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 it is for the acts and omissions of persons it directly employs. 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 and that incorporates the terms and conditions of the contract between JAA and the prime Respondent. The Respondent will furnish proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with the terms and

conditions of the contract between JAA and the prime Respondent and, at a minimum, 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. **Upon execution of subcontract agreements, Respondent must provide JAA's Supplier Compliance Specialist with a copy of the fully executed contract for review within 30 days to ensure FAA compliance.**

2.16 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 will 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 will 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 will: (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 will pay all undisputed amounts due within the time frames specified in this section.

2.17 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.

2.18 CHANGES IN PERSONNEL

The Respondent must notify the JAA contract administrator and/or site manager contact in writing, prior to affecting a personnel change concerning the personnel assigned to the Contract. Changes in personnel must be pre-approved and the JAA will have the right to reject any personnel assigned to perform work under this Contract.

2.19 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.

2.20 ARTICLE/SECTION HEADING

The article and section headings contained in this ITB 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 ITB.

2.21 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the Contract, the provisions of JAA's ITB Number 26-30-44202 and Respondent's Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) the Contract; 2) this ITB and any issued addenda; 3) Respondent's Proposal; and 4) the Purchase Order.

2.22 GOVERNING LAW AND VENUE

Notwithstanding anything to the contrary that may be contained in Respondent's terms and conditions, 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.

2.23 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.

2.24 ENTIRE CONTRACT

By submitting a proposal in response to this solicitation, the Respondent acknowledges that it has familiarized itself with JAA's Contract Form and that the same will be 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, including but not limited to any terms, conditions, or similar requirements that the successful Respondent may have as part of a website or otherwise. 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.

2.25 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 ITB'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 will not be obligated to concur in such opinions, and will 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 ITB 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.

2.26 TIME REQUIREMENT

For every requirement of this solicitation and the resulting Contract, time is of the essence.

2.27 DAMAGES

The Respondent acknowledges that it can be compensated adequately by money damages for any breach of the Contract that may be committed by JAA. The Respondent agrees that no default, act or omission of JAA will constitute a material breach of the Contract entitling the Respondent to cancel or rescind the same or to suspend or abandon performance thereof; and the Respondent hereby waives any and all rights and remedies to which the Respondent might otherwise be entitled to because of any wrongful act or omission of JAA, saving only the Respondent's right to money damages.

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

ARTICLE III – SCOPE OF SERVICES

3.01 GENERAL OVERVIEW

JAA owns and operates the Jacksonville Airport System which consists of the Jacksonville International Airport serving the commercial passenger and air cargo aviation needs of Northeast Florida and Southeast Georgia; Jacksonville Executive at Craig Airport, serving corporate and general aviation; Herlong Recreational Airport, serving the recreational and sport flyer; and Cecil Airport & Spaceport, ideally suited for major aircraft maintenance, repair and overhaul.

As the owner and operator, JAA intends to select a company to provide Air Traffic Control Tower Maintenance and Repair Services at Cecil Airport and Spaceport.

The Respondent is responsible for possessing and maintaining the requisite tools, equipment, licenses and insurance to perform the services contemplated in this ITB. Respondent shall provide all required services either through their own company and/or subcontractors (which subcontractors must also possess and maintain the requisite tools, equipment, licenses and insurance to perform the services contemplated in this ITB).

3.02 SCOPE OF SERVICES – MINIMUM REQUIREMENTS

The Respondent is responsible for providing maintenance and repair services for the equipment included in this ITB, but is not limited to the items listed on the Air Traffic Control Tower Equipment List and Bid Sheet, **Exhibit A**.

3.03 PERFORMANCE REQUIREMENTS- MINIMUM

A. Respondent shall perform annual certifications and routine maintenance on all radio transmitters, radio receivers, weather equipment and associated systems in accordance with the timeline specified on the Air Traffic Control Tower Equipment List and Bid Sheet, **Exhibit A**.

B. Respondent shall document all periodic maintenance, inspections and annual certifications in the designated log during each scheduled visit. The Director of Cecil Airport and Spaceport or designee shall be informed when all work has been completed and the status of the Air Traffic Control Tower systems.

C. As requested by the Director of Cecil Airport and Spaceport or designee, a quote must be submitted to the Director of Cecil Airport and Spaceport or designee prior to performing equipment repairs or replacement in accordance with the response time set forth below. **All requests for maintenance or repair will come from JAA Director of Cecil Airport and Spaceport or designees. Only JAA designees can authorize an emergency repair.**

Response Time:

1. Emergency Repairs: Any repair deemed critical to flight safety requires a maximum of four (4) hours' written communication response time communicated to the Director of Cecil Airport and Spaceport or designees.

2. Non-Emergency Repairs: Any repair, other than emergency repair, will be within twenty-four (24) hours after notification from the Director of Cecil Airport and Spaceport or designee. Uncontrollable circumstances which prevent Respondent from responding within twenty-four (24) hours must be written communications to the Director of Cecil Airport and Spaceport or designee within six (6) hours.

D. All work shall be performed in accordance with applicable Federal Aviation Administration (FAA) requirements, manufacturer specifications, industry standards, and other applicable federal, state, and local requirements.

E. Respondent and/or Subcontractor shall comply with all applicable FCC requirements associated with the maintenance, adjustment, and repair of radio communications equipment included within the scope of this

ITB. Personnel performing work requiring an FCC commercial radio operator license shall possess a current General Radiotelephone Operator License (GROL), or an FCC license providing equivalent or greater applicable authority.

3.04 REPAIR PARTS

After consultation with the Respondent, JAA shall be responsible for providing parts for emergency and non-emergency repairs to the equipment other than routine maintenance or the replacement of equipment that is not repairable and is requested to be replaced by JAA. Parts will be purchased at the sole discretion of JAA.

3.05 ROUTINE PARTS

The Respondent is responsible for all routine maintenance parts to include, but not limited to the following: fuses, cable connectors, wire terminations, tool and supplies, cable identification labels and tags, batteries.

3.06 EXPENSES AND TRAVEL

Respondent shall adhere to JAA's Travel Expense and Travel Policy**, Exhibit H,** when conducting business on behalf of JAA. All requests for expense reimbursement shall be submitted with receipts and sufficient details so JAA can determine accuracy of the charges and compliance with JAA's Travel Policy.

Respondent shall receive **prior** written approval from the JAA CEO or designee for all travel, if applicable. The travel costs include airplane fares, rental cars, hotels, meals and tips for required personnel.

3.07 CONTRACT

Respondents acknowledge acceptance of the Contract by submitting a proposal in response to this solicitation. JAA will not accept modifications or exceptions to the Contract (**Exhibit E**).

3.08 PERFORMANCE MEETINGS

If requested by JAA, the Contractor is required to attend performance meetings that will be held at a time and place to be designated by the JAA. The intention of this meeting is to provide a forum for the JAA and the Contractor to identify areas of concern so they can be resolved in a timely manner.

3.09 PERFORMANCE STANDARDS

The standards by which the Contractor's performance will be evaluated are set forth as stated below. The Contractor's failure to meet and maintain these standards, after receipt of written notice to correct such deficiencies, immediately or within twenty-four (24) hours' notice may result in the following or termination of the Contract.

a. **Emergency Repairs Late Response Violation** – Respondent or technician's failure to provide a written communication response time communicated to the Director of Cecil Airport and Spaceport or designees within a maximum four (4) hours shall be subject to a deduction of $250 per violation, per occurrence.

b. **Non-Emergency Repairs Late Response Violation** – Respondent or technician's failure to provide a written communication response time communicated to the Director of Cecil Airport and Spaceport or designees with twenty-four (24) hours. Uncontrollable circumstances which prevent Respondent from responding within twenty-four (24) hours must be written communications to the Cecil Airport Director or designee within six (6) hours. Violations are subject to a deduction of $250 per violation, per occurrence.

c. **Cleanliness of Area(s)** – The Contractor's failure to maintain a clean work area, will be subject to a deduction of $250 per violation, per occurrence.

d. **Service Level Expectations** – A callback for the same service request within seven (7) days will be subject to a deduction of $500 per violation, per occurrence.

e. **Security Badge Violation** – (A) The Respondent's failure to have their staff badged with appropriate security clearance within 45-60 days after contract post award meeting and thereafter throughout the duration of the contract will be subject to a deduction of $250 per violation, per occurrence. (B) If Respondent's badged staff arrives on site and requires an escort to perform contract services, a $250 deduction per violation, per occurrence will be applied.

f. **Invoicing Violation(s)** – **The Respondent will be subject to deduction of 10% of the total invoiced amount due after three overbilling and/or inaccurate contract pricing violations and for each occurrence thereafter.**

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

ARTICLE IV– BID FORM

Respondent's Name: _____ *(Page 1 of 3)*

CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED

RESPONDENT WILL UPLOAD INTO DEMANDSTAR THE "BIDDING DOCUMENT" THAT CONTAINS ALL REQUIRED DOCUMENTS. BIDS MUST BE UPLOADED INTO DEMANDSTAR.COM E-BIDDING SYSTEM

The following checklist is provided for convenience. The Respondent is responsible for carefully reviewing the submittal requirements in the ITB and submits all information requested. In order for JAA to consider the qualifications of Respondents for this Project, **each Respondent must acknowledge the below criteria and provide any requested documentation to verify that they meet the following Mandatory Minimum Qualifications:**

A. **Mandatory** Respondent Requirements (Refer to Section 1.09)

1. Respondent is registered with the Florida Department of State, Division of Corporations to do business in the State of Florida. (https://dos.fl.gov/sunbiz/search/)

   Respondent's Initial: _____

2. Respondent confirms that the Respondent is NOT listed on the Florida Department of Management Services, Convicted Vendor List as defined in Section 287.133(3)(d), Florida Statutes. (https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/convicted_vendor_list)

   Respondent's Initial: _____

3. Respondent confirms that the Respondent is NOT listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List of the Scrutinized Companies that Boycott Israel List or is engaged in business operations in Cuba or Syria as defined by the Florida State Board of Administration. (https://www.sbafla.com/governance/global-governance-mandates)

   Respondent's Initial: _____

4. Respondent must have five (5) years' experience in providing the services contemplated in this ITB, which experience must be immediately prior to the date of Bid Opening. Respondent will submit, at the time of response submission, the following information for similar contracts for control tower and repair for facilities similar in size and scope to Cecil Airport and Spaceport. Details must include: 1. Name of the company for which services are provided; 2. length of time of the contract has been in place; 4. brief summary of the scope of services provided under the contract. Additionally, a current point of contact for each similar contract must be provided; to include name and contact information (phone and/or email address).

   Respondent's Initial: _____

5. Respondent and/or Subcontractor must provide a copy of their current General Radiotelephone Operator License issued by the FCC, no special conditions or endorsements are required.

   Respondent's Initial: _____

ARTICLE IV– BID FORM

Respondent's Name: _____

B. Responsible Respondent Criteria (Refer to Section 1.10)

Bid Price:

Respondent's annual prices shall be submitted on the Air Traffic Control Tower Control Tower Equipment List and Bid Sheet, **Exhibit A**. A bid sheet shall be submitted for each contract year (5-year term). The award will be based on the lowest total contract amount for the five (5) year term. Any modifications, exceptions, or changes to Exhibit A, Air Traffic Control Tower Equipment List and Bid Sheet, will result in rejection of the bid.

5-Year Total Amount: $_____

C. Conflict of Interest Certificate (Exhibit B)

D. Local Preference Policy Verification Form (Exhibit D)

E. Addendum Acknowledgement, if applicable

Acknowledgment of the following Addenda is hereby made:

Addenda No._____ Date: _____ Respondent's Initial: _____

F. 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

G. Acknowledgement of Warranty Acceptance is hereby made:

Respondent's Initial: _____

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

Respondent's Initial: _____

I. Acknowledgement of ACH Payment acceptance is hereby made:

Respondent's Initial: _____

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

Respondent's Initial: _____

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

Respondent's Initial: _____

L. Acknowledgement and Acceptance of the JAA's Expense and Travel Policy is hereby made:

Respondent's Initial: _____

ARTICLE IV– BID FORM

Respondent's Name: _____

M. **Bidder Certification and Signature:**

By submitting this bid, the Bidder certifies that the Bidder has read, reviewed, and agreed to all of the documents pertaining to this solicitation, that the person signing below is an authorized representative

of the Company, that the Bidder is legally authorized to do business in the State of Florida, and that the Bidder maintains in active status all appropriate licenses required for the work.

N. Bid Form Signature:

FAILURE TO SIGN YOUR BID WILL CONSTITUTE A MATERIAL IRREGULARITY AND WILL RESULT IN REJECTION OF THE BID.

Respondent Name: _____

Authorized Agent's Signature: _____ Date: _____

Printed Name: _____ Email: _____

Title: _____

Respondent is a: [ ] Corporation [ ] Partnership [ ] Individual [ ] LLC

Federal Identification Number: _____

Remittance Address: _____

_____

_____

Telephone Number: _____ Fax Number: _____

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

EXHIBIT A

AIR TRAFFIC CONTROL TOWER EQUIPMENT LIST AND BID SHEET

The award will be based on the total contract amount for the five (5) year term. Any modifications, exceptions, or changes to Exhibit A, Air Traffic Control Tower Equipment List, and Bid Sheet will result in rejection of the bid.

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

EXHIBIT A
AIR TRAFFIC CONTROL TOWER EQUIPMENT LIST AND BID SHEET INITIAL
YEAR NO. 1

Category	Equipment Description	Manufacture / Model	Quantity	Preventative Maintenance	Certification	Bi-Monthly	Tri-Annual (3 Times Per Year)	Semi-Annually	Annually		January	February	March	April	May	June	July	August	September	October	November	December	
Radios	Touchscreen Computers	Mintronix MP5000 (12 inch TEDs)	4		X				X								X						
	Radio Transmitters (VHF)	Jorton TA-7650 (VHF) "Local Ground Clearance Delivery"	3		X				X								X						
	Radio Receivers (VHF)	Jorton TA-7203 (VHF) "Local Ground Clearance Delivery"	3		X				X								X						
	Radio Transmitters (UHF)	Jorton TA-7650U (UHF) "Local Ground Clearance Delivery"	3		X				X								X						
	Radio Receivers (UHF)	Jorton TA-7203U (UHF) "Local Ground Clearance Delivery"	3		X				X								X						
	PET-2000 VHF Portable Transceiver	Motorola	1		X				X				X										
	URC-200 Transceiver (Transportable)	General Dynamics	1		X				X				X										
Communications Switch	Voice Communication Switching System	Harris Liberty Star 3 (3 Positions)	3	X				X							X						X		
ATIS / AWOS	Air Terminal Information System (ATIS)	Interalia SBX2	1	X				X							X						X		
	ATIS / AWOS Interface Unit	Wolen AAIU-W	1	X				X							X						X		
	Radio Transmitter (ATIS / AWOS)	Val Avionic AWOS 2000	1	X	X				X						X						X		
	NADIN Network Interface unit	DIGI PN (1P) 95011188C	1				X						X				X				X		
Weather Equipment	Back Up Wind Indicators	R.M Young (Model 06201)	3	X			X						X				X				X		
	RF Radio Link UHF Modem	Teledesign TS4000	2	X			X						X				X				X		
	Meteorological Translator Display	R.M Young (Model 26800)	1	X			X						X				X				X		
	Temperature and Dewpoint Indicators	R.M Young (Model 46203)	3	X			X						X				X				X		
	Temperature and Dewpoint Sensor	R.M Young (Model 41382)	1	X			X						X				X				X		
	Aspirated Radiation Shield	R.M Young (Model 43408)	1	X			X						X				X				X		
	Back Up Altimeter / Sensor	Serta 370 (Digital Pressure Gauge)	3	X			X						X				X				X		
	Pressure Port	R.M Young (Model Gil 61002)	1	X			X						X				X				X		
Airfield Lighting Control	PCL L-845 (Radio Controller) Receiver / Antenna ONLY		1						X								X						
Associated Misc. Equipment																							
	Hand Held Microphones	Replace upon failure - Quote Required	3																				
	Air Traffic Control Headsets	Replace upon failure - Quote Required	6																				
	Radio Antennas and Cables	TACO (VHF / UHF Stacked)	6	X					X		X		X		X		X		X		X		
	Transient Surge Protectors	Polyphaser (model IS-B5OLN-CO)	11	X					X						X								

EXHIBIT A
AIR TRAFFIC CONTROL TOWER EQUIPMENT LIST AND BID SHEET INITIAL
YEAR NO. 1

Category	Equipment Description	Manufacture / Model	Quantity	Preventative Maintenance	Certification	Bi-Monthly	Tri-Annual (3 Times Per Year)	Semi-Annually	Annually		January	February	March	April	May	June	July	August	September	October	November	December	
	Radio Filters	Procom BPF 3-4	3	X					X						X								
	AIRINC GCO	AIRINC	1	X				X					X								X		
	GPS Mater Clock	Applied Technologies AE26R-427A	1	X		X					X		X		X		X		X		X		
	GPS Mater Clock Displays	Repeaters	2	X		X					X		X		X		X		X		X		
	Light Gun and Back Up Power Supply	ATI Technologies	1	X		X					X		X		X		X		X		X		
	BID PRICE YEAR 1:																						

EXHIBIT A
AIR TRAFFIC CONTROL TOWER EQUIPMENT LIST AND BID SHEET INITIAL YEAR NO. 2

Category	Equipment Description	Manufacture / Model	Quantity	Preventative Maintenance	Certification	Bi-Monthly	Tri-Annual (3 Times Per Year)	Semi-Annually	Annually		January	February	March	April	May	June	July	August	September	October	November	December	
Radios	Touchscreen Computers	Mintronix MP5000 (12 inch TEDs)	4		X				X								X						
	Radio Transmitters (VHF)	Jorton TA-7650 (VHF) "Local Ground Clearance Delivery"	3		X				X								X						
	Radio Receivers (VHF)	Jorton TA-7203 (VHF) "Local Ground Clearance Delivery"	3		X				X								X						
	Radio Transmitters (UHF)	Jorton TA-7650U (UHF) "Local Ground Clearance Delivery"	3		X				X								X						
	Radio Receivers (UHF)	Jorton TA-7203U (UHF) "Local Ground Clearance Delivery"	3		X				X								X						
	PET-2000 VHF Portable Transceiver	Motorola	1		X				X				X										
	URC-200 Transceiver (Transportable)	General Dynamics	1		X				X				X										
Communications Switch	Voice Communication Switching System	Harris Liberty Star 3 (3 Positions)	3	X				X							X						X		
ATIS / AWOS	Air Terminal Information System (ATIS)	Interalia SBX2	1	X				X							X						X		
	ATIS / AWOS Interface Unit	Wolen AAIU-W	1	X				X							X						X		
	Radio Transmitter (ATIS / AWOS)	Val Avionic AWOS 2000	1	X	X				X						X						X		
	NADIN Network Interface unit	DIGI PN (1P) 95011188C	1				X						X				X				X		
Weather Equipment	Back Up Wind Indicators	R.M Young (Model 06201)	3	X			X						X				X				X		
	RF Radio Link UHF Modem	Teledesign TS4000	2	X			X						X				X				X		
	Meteorological Translator Display	R.M Young (Model 26800)	1	X			X						X				X				X		
	Temperature and Dewpoint Indicators	R.M Young (Model 46203)	3	X			X						X				X				X		
	Temperature and Dewpoint Sensor	R.M Young (Model 41382)	1	X			X						X				X				X		
	Aspirated Radiation Shield	R.M Young (Model 43408)	1	X			X						X				X				X		
	Back Up Altimeter / Sensor	Serta 370 (Digital Pressure Gauge)	3	X			X						X				X				X		
	Pressure Port	R.M Young (Model Gil 61002)	1	X			X						X				X				X		
Airfield Lighting Control	PCL L-845 (Radio Controller) Receiver / Antenna ONLY		1						X								X						
Associated Misc. Equipment																							
	Hand Held Microphones	Replace upon failure - Quote Required	3																				
	Air Traffic Control Headsets	Replace upon failure - Quote Required	6																				
	Radio Antennas and Cables	TACO (VHF / UHF Stacked)	6	X					X		X		X		X		X		X		X		
	Transient Surge Protectors	Polyphaser (model IS-B5OLN-CO)	11	X					X						X								
	Radio Filters	Procom BPF 3-4	3	X					X						X								
	AIRINC GCO	AIRINC	1	X				X					X								X		
	GPS Mater Clock	Applied Technologies AE26R-427A	1	X		X					X		X		X		X		X		X		
	GPS Mater Clock Displays	Repeaters	2	X		X					X		X		X		X		X		X		

EXHIBIT A
AIR TRAFFIC CONTROL TOWER EQUIPMENT LIST AND BID SHEET INITIAL YEAR NO. 2

Category	Equipment Description	Manufacture / Model	Quantity	Preventative Maintenance	Certification	Bi-Monthly	Tri-Annual (3 Times Per Year)	Semi-Annually	Annually		January	February	March	April	May	June	July	August	September	October	November	December	
	Light Gun and Back Up Power Supply	ATI Technologies	1	X		X					X		X		X		X		X		X		
	BID PRICE YEAR 2:																						

EXHIBIT A
AIR TRAFFIC CONTROL TOWER EQUIPMENT LIST AND BID SHEET INITIAL
YEAR NO. 3

Category	Equipment Description	Manufacture / Model	Quantity	Preventative Maintenance	Certification	Bi-Monthly	Tri-Annual (3 Times Per Year)	Semi-Annually	Annually		January	February	March	April	May	June	July	August	September	October	November	December	
Radios	Touchscreen Computers	Mintronix MP5000 (12 inch TEDs)	4		X				X								X						
	Radio Transmitters (VHF)	Jorton TA-7650 (VHF) "Local Ground Clearance Delivery"	3		X				X								X						
	Radio Receivers (VHF)	Jorton TA-7203 (VHF) "Local Ground Clearance Delivery"	3		X				X								X						
	Radio Transmitters (UHF)	Jorton TA-7650U (UHF) "Local Ground Clearance Delivery"	3		X				X								X						
	Radio Receivers (UHF)	Jorton TA-7203U (UHF) "Local Ground Clearance Delivery"	3		X				X								X						
	PET-2000 VHF Portable Transceiver	Motorola	1		X				X				X										
	URC-200 Transceiver (Transportable)	General Dynamics	1		X				X				X										
Communications Switch	Voice Communication Switching System	Harris Liberty Star 3 (3 Positions)	3	X				X							X						X		
ATIS / AWOS	Air Terminal Information System (ATIS)	Interalia SBX2	1	X				X							X						X		
	ATIS / AWOS Interface Unit	Wolen AAIU-W	1	X				X							X						X		
	Radio Transmitter (ATIS / AWOS)	Val Avionic AWOS 2000	1	X	X				X						X						X		
	NADIN Network Interface unit	DIGI PN (1P) 95011188C	1				X						X				X				X		
Weather Equipment	Back Up Wind Indicators	R.M Young (Model 06201)	3	X			X						X				X				X		
	RF Radio Link UHF Modem	Teledesign TS4000	2	X			X						X				X				X		
	Meteorological Translator Display	R.M Young (Model 26800)	1	X			X						X				X				X		
	Temperature and Dewpoint Indicators	R.M Young (Model 46203)	3	X			X						X				X				X		
	Temperature and Dewpoint Sensor	R.M Young (Model 41382)	1	X			X						X				X				X		
	Aspirated Radiation Shield	R.M Young (Model 43408)	1	X			X						X				X				X		
	Back Up Altimeter / Sensor	Serta 370 (Digital Pressure Gauge)	3	X			X						X				X				X		
	Pressure Port	R.M Young (Model Gil 61002)	1	X			X						X				X				X		
Airfield Lighting Control	PCL L-845 (Radio Controller) Receiver / Antenna ONLY		1						X								X						
Associated Misc. Equipment																							
	Hand Held Microphones	Replace upon failure - Quote Required	3																				
	Air Traffic Control Headsets	Replace upon failure - Quote Required	6																				
	Radio Antennas and Cables	TACO (VHF / UHF Stacked)	6	X					X		X		X		X		X		X		X		
	Transient Surge Protectors	Polyphaser (model IS-B5OLN-CO)	11	X					X						X								
	Radio Filters	Procom BPF 3-4	3	X					X						X								
	AIRINC GCO	AIRINC	1	X				X					X								X		
	GPS Mater Clock	Applied Technologies AE26R-427A	1	X		X					X		X		X		X		X		X		
	GPS Mater Clock Displays	Repeaters	2	X		X					X		X		X		X		X		X		

EXHIBIT A
AIR TRAFFIC CONTROL TOWER EQUIPMENT LIST AND BID SHEET INITIAL
YEAR NO. 3

Category	Equipment Description	Manufacture / Model	Quantity	Preventative Maintenance	Certification	Bi-Monthly	Tri-Annual (3 Times Per Year)	Semi-Annually	Annually		January	February	March	April	May	June	July	August	September	October	November	December	
	Light Gun and Back Up Power Supply	ATI Technologies	1	X		X					X		X		X		X		X		X		
	BID PRICE YEAR 3:																						

EXHIBIT A
AIR TRAFFIC CONTROL TOWER EQUIPMENT LIST AND BID SHEET YEAR NO. 4

Category	Equipment Description	Manufacture / Model	Quantity	Preventative Maintenance	Certification	Bi-Monthly	Tri-Annual (3 Times Per Year)	Semi-Annually	Annually		January	February	March	April	May	June	July	August	September	October	November	December	
Radios	Touchscreen Computers	Mintronix MP5000 (12 inch TEDs)	4		X				X								X						
	Radio Transmitters (VHF)	Jorton TA-7650 (VHF) "Local Ground Clearance Delivery"	3		X				X								X						
	Radio Receivers (VHF)	Jorton TA-7203 (VHF) "Local Ground Clearance Delivery"	3		X				X								X						
	Radio Transmitters (UHF)	Jorton TA-7650U (UHF) "Local Ground Clearance Delivery"	3		X				X								X						
	Radio Receivers (UHF)	Jorton TA-7203U (UHF) "Local Ground Clearance Delivery"	3		X				X								X						
	PET-2000 VHF Portable Transceiver	Motorola	1		X				X				X										
	URC-200 Transceiver (Transportable)	General Dynamics	1		X				X				X										
Communications Switch	Voice Communication Switching System	Harris Liberty Star 3 (3 Positions)	3	X				X							X						X		
ATIS / AWOS	Air Terminal Information System (ATIS)	Interalia SBX2	1	X				X							X						X		
	ATIS / AWOS Interface Unit	Wolen AAIU-W	1	X				X							X						X		
	Radio Transmitter (ATIS / AWOS)	Val Avionic AWOS 2000	1	X	X				X						X						X		
	NADIN Network Interface unit	DIGI PN (1P) 95011188C	1				X						X				X				X		
Weather Equipment	Back Up Wind Indicators	R.M Young (Model 06201)	3	X			X						X				X				X		
	RF Radio Link UHF Modem	Teledesign TS4000	2	X			X						X				X				X		
	Meteorological Translator Display	R.M Young (Model 26800)	1	X			X						X				X				X		
	Temperature and Dewpoint Indicators	R.M Young (Model 46203)	3	X			X						X				X				X		
	Temperature and Dewpoint Sensor	R.M Young (Model 41382)	1	X			X						X				X				X		
	Aspirated Radiation Shield	R.M Young (Model 43408)	1	X			X						X				X				X		
	Back Up Altimeter / Sensor	Serta 370 (Digital Pressure Gauge)	3	X			X						X				X				X		
	Pressure Port	R.M Young (Model Gil 61002)	1	X			X						X				X				X		
Airfield Lighting Control	PCL L-845 (Radio Controller) Receiver / Antenna ONLY		1						X								X						
Associated Misc. Equipment																							
	Hand Held Microphones	Replace upon failure - Quote Required	3																				
	Air Traffic Control Headsets	Replace upon failure - Quote Required	6																				
	Radio Antennas and Cables	TACO (VHF / UHF Stacked)	6	X					X		X		X		X		X		X		X		
	Transient Surge Protectors	Polyphaser (model IS-B5OLN-CO)	11	X					X						X								
	Radio Filters	Procom BPF 3-4	3	X					X						X								
	AIRINC GCO	AIRINC	1	X				X					X								X		
	GPS Mater Clock	Applied Technologies AE26R-427A	1	X		X					X		X		X		X		X		X		
	GPS Mater Clock Displays	Repeaters	2	X		X					X		X		X		X		X		X		

EXHIBIT A
AIR TRAFFIC CONTROL TOWER EQUIPMENT LIST AND BID SHEET YEAR NO. 4

Category	Equipment Description	Manufacture / Model	Quantity	Preventative Maintenance	Certification	Bi-Monthly	Tri-Annual (3 Times Per Year)	Semi-Annually	Annually		January	February	March	April	May	June	July	August	September	October	November	December	
	Light Gun and Back Up Power Supply	ATI Technologies	1	X		X					X		X		X		X		X		X		
	BID PRICE YEAR 4:																						

EXHIBIT A
AIR TRAFFIC CONTROL TOWER EQUIPMENT LIST AND BID SHEET YEAR NO. 5

Category	Equipment Description	Manufacture / Model	Quantity	Preventative Maintenance	Certification	Bi-Monthly	Tri-Annual (3 Times Per Year)	Semi-Annually	Annually		January	February	March	April	May	June	July	August	September	October	November	December	
Radios	Touchscreen Computers	Mintronix MP5000 (12 inch TEDs)	4		X				X								X						
	Radio Transmitters (VHF)	Jorton TA-7650 (VHF) "Local Ground Clearance Delivery"	3		X				X								X						
	Radio Receivers (VHF)	Jorton TA-7203 (VHF) "Local Ground Clearance Delivery"	3		X				X								X						
	Radio Transmitters (UHF)	Jorton TA-7650U (UHF) "Local Ground Clearance Delivery"	3		X				X								X						
	Radio Receivers (UHF)	Jorton TA-7203U (UHF) "Local Ground Clearance Delivery"	3		X				X								X						
	PET-2000 VHF Portable Transceiver	Motorola	1		X				X				X										
	URC-200 Transceiver (Transportable)	General Dynamics	1		X				X				X										
Communications Switch	Voice Communication Switching System	Harris Liberty Star 3 (3 Positions)	3	X				X							X						X		
ATIS / AWOS	Air Terminal Information System (ATIS)	Interalia SBX2	1	X				X							X						X		
	ATIS / AWOS Interface Unit	Wolen AAIU-W	1	X				X							X						X		
	Radio Transmitter (ATIS / AWOS)	Val Avionic AWOS 2000	1	X	X				X						X						X		
	NADIN Network Interface unit	DIGI PN (1P) 95011188C	1				X						X				X				X		
Weather Equipment	Back Up Wind Indicators	R.M Young (Model 06201)	3	X			X						X				X				X		
	RF Radio Link UHF Modem	Teledesign TS4000	2	X			X						X				X				X		
	Meteorological Translator Display	R.M Young (Model 26800)	1	X			X						X				X				X		
	Temperature and Dewpoint Indicators	R.M Young (Model 46203)	3	X			X						X				X				X		
	Temperature and Dewpoint Sensor	R.M Young (Model 41382)	1	X			X						X				X				X		
	Aspirated Radiation Shield	R.M Young (Model 43408)	1	X			X						X				X				X		
	Back Up Altimeter / Sensor	Serta 370 (Digital Pressure Gauge)	3	X			X						X				X				X		
	Pressure Port	R.M Young (Model Gil 61002)	1	X			X						X				X				X		
Airfield Lighting Control	PCL L-845 (Radio Controller) Receiver / Antenna ONLY		1						X								X						
Associated Misc. Equipment																							
	Hand Held Microphones	Replace upon failure - Quote Required	3																				
	Air Traffic Control Headsets	Replace upon failure - Quote Required	6																				
	Radio Antennas and Cables	TACO (VHF / UHF Stacked)	6	X					X		X		X		X		X		X		X		
	Transient Surge Protectors	Polyphaser (model IS-B5OLN-CO)	11	X					X						X								
	Radio Filters	Procom BPF 3-4	3	X					X						X								
	AIRINC GCO	AIRINC	1	X				X					X								X		
	GPS Mater Clock	Applied Technologies AE26R-427A	1	X		X					X		X		X		X		X		X		
	GPS Mater Clock Displays	Repeaters	2	X		X					X		X		X		X		X		X		

EXHIBIT A
AIR TRAFFIC CONTROL TOWER EQUIPMENT LIST AND BID SHEET YEAR NO. 5

Category	Equipment Description	Manufacture / Model	Quantity	Preventative Maintenance	Certification	Bi-Monthly	Tri-Annual (3 Times Per Year)	Semi-Annually	Annually		January	February	March	April	May	June	July	August	September	October	November	December	
	Light Gun and Back Up Power Supply	ATI Technologies	1	X		X					X		X		X		X		X		X		
	BID PRICE YEAR 5:																						

TOTAL CONTRACT AMOUNT FOR FIVE-YEAR TERM: **$_____**

EXHIBIT B

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 bid.

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, Jacksonville, FL 32218 prior to the time of bid 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 bid, proposal or contract make a disclosure at the time that the bid, proposal or contract is submitted or at the time that the public official acquires a financial interest in the bid, proposal or contract. Please provide disclosure, if applicable, with bid.

Public Official: _____

Position Held: _____

Position/Relationship with Respondent: _____

EXHIBIT C

AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTES SECTION 287.138, CONTRACTING WITH FOREIGN ENTITIES OF CONCERN, AND SECTION 787.06, HUMAN TRAFFICKING

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as _____ (Title) of _____ (Company).
3. _____ (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. _____ (Company) is not an entity that: (i) is owned by the government of a foreign country of concern; (ii) a government of a foreign country of concern has a controlling interest; and (iii) is organized under the laws of or has its principal place of business in a foreign country of concern.
5. I understand that making a false statement in this declaration may subject me to criminal penalties. Therefore, under penalties of perjury, I declare that I have read the foregoing Contracting with Foreign Entities of Concern and Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth naught.

_____
Signature

_____
Print Name

_____
Title

_____
Company

_____
Phone Number

EXHIBIT D
Local Business Verification Form
Normal Market Area (NMA): Baker, Clay, Duval, Flagler, Nassau, Putnam and St. Johns County

Name of Business:			Nature of Business:
Physical Address of Business: (not a PO Box)			
Type of Business	Circle One: Corporation	Sole Proprietor	Partnership Other
City / State / Zip			
Local Phone Number:		Fax Number:	
Date Business was established in NMA:		Number of employees living in the NMA:	
County Location:		Contact Email Address:	
Owners Name:			
Business License County:		Date License Issued:	

You **MUST** include the following information with the return of the affidavit:

- ✈ Current Business, Occupational, and Professional Licenses.
- ✈ If a tie occurs between two Local Businesses or Local Bidders, then you will be requested to submit an Employee Roster to include Name, Date of Hire, City, County and Zip Code for the employees living in the NMA.

I certify that the above information is correct and I understand that failure to sign this form and any material misrepresentation will constitute a material irregularity and will result in the disqualification of the status "Local Business".

Authorized Agent's Signature: _____ Date: _____

Printed Name: _____ Title: _____

Sworn to and subscribed before me this _____day of_____, 20_____.

By: _____
(Affiant's Printed Name)

He/She is personally known by me or has produced_____ as identification.

State of_____

Notary seal

_____
(Signed by Notary)

_____
(Notary's Printed Name)
My Commission Expiries: _____

EXHIBIT E

DRAFT CONTRACT

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

Jacksonville Aviation Authority

Contract Information

Procurement Department, a division
of the Jacksonville Aviation Authority
Jacksonville, Florida.

JAA
Jacksonville
Aviation
Authority

flyjacksonville.com

CONTRACT FOR CONTROL TOWER MAINTENANCE AND REPAIR

Parties and Addresses:

AUTHORITY: Jacksonville Aviation Authority
14201 Pecan Park Road
Jacksonville, Florida 32218

CONTRACTOR: <Company Name>
<Street Address>
<City State Zip Code>

Table of Contents

ARTICLE 1 - CONTRACT 4
ARTICLE 2 - SCOPE OF SERVICES 6
ARTICLE 3 - TERM 7
ARTICLE 4 - FEES AND PAYMENTS 8
ARTICLE 5 - OWNERSHIP OF DOCUMENTS 10
ARTICLE 6 - QUALITY ASSURANCE 10
ARTICLE 7 - NON-EXCLUSIVE 11
ARTICLE 8 - DEFAULT, REMEDIES, AND TERMINATION RIGHTS 11
ARTICLE 9 - ACCOUNTING RECORDS/AUDIT REQUIREMENTS 14
ARTICLE 10 - INDEMNIFICATION 15
ARTICLE 11 - INSURANCE 16
ARTICLE 12 - AUTHORITY APPROVALS 18
ARTICLE 13 - NON-EXCLUSIVE RIGHTS 18
ARTICLE 14 - LAWS, REGULATIONS, ORDINANCES AND RULES 19
ARTICLE 15 - CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW 19
ARTICLE 16 - CONTRACT MADE IN FLORIDA 20
ARTICLE 17 - NOTICES 20
ARTICLE 18 - SUBORDINATION OF AGREEMENT 21
ARTICLE 19 - SUBORDINATION TO TRUST AGREEMENT 21
ARTICLE 20 - ASSIGNMENT AND SUBCONTRACTORS 21
ARTICLE 21 - EMPLOYEE PARKING 23
ARTICLE 22 – SECURITY BADGING 23
ARTICLE 23 - DISPUTES 23
ARTICLE 24 - GOVERNING LAW AND VENUE 24
ARTICLE 25 - SCRUTINIZED COMPANIES 24
ARTICLE 26 - RELATIONSHIP OF THE PARTIES 26
ARTICLE 27 - TIME REQUIREMENT 26
ARTICLE 28 - DATA SECURITY 26
ARTICLE 29 - NON-DISCLOSURE 27
ARTICLE 30 - NONWAIVER 27
ARTICLE 31 - COMPANY TENANCY 27
ARTICLE 32 - FAA APPROVAL 28

ARTICLE 33 – E-VERIFY 28
ARTICLE 34 - INVALIDITY OF CLAUSES 28
ARTICLE 35 - ARTICLE/SECTION HEADINGS 28
ARTICLE 36 - PUBLIC ENTITY CRIME 28
ARTICLE 37 - COMPLETE CONTRACT 29
ARTICLE 38 - MISCELLANEOUS 29
ARTICLE 39 - ORDER OF PRECEDENCE 29
ARTICLE 40 - CONTRACT CHANGES 30
ARTICLE 41 - SIGNATURES 31

Exhibits:

A. Exhibit A, Scope of Services
B. Exhibit B, Title VI and Other FAA Required Provisions for Contractors
C. Exhibit C, Conflict of Interest
D. Exhibit D, Affidavit of Foreign Concern and Human Trafficking
E. Exhibit E, Scrutinized Company Certification
F. Exhibit F, Certifying Official Training
G. Exhibit G, <Contract specific, if any>

CONTRACT

BETWEEN

JACKSONVILLE AVIATION AUTHORITY

AND

<INSERT COMPANY LEGAL NAME>

THIS CONTRACT, is executed this 1st day of October, 2026, by and between JACKSONVILLE AVIATION AUTHORITY, a body politic and corporate created as an agency and political subdivision of the State of Florida as set forth as Laws of Fla., Ch. 2004-464, having its principal place of business and main address at 14201 Pecan Park Road, Jacksonville, Florida 32218 (AUTHORITY), and <INSERT COMPANY LEGAL NAME> (CONTRACTOR), a corporation authorized to do business with the state of Florida, with its principal office located at <insert corporate address, city, state, and zip>, (collectively hereinafter referred to as the Parties).

WITNESSETH

That for the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - CONTRACT

1.01 Definitions

A. **AOA**: Airport Operations Area.

B. **Airport**: Cecil Airport and Spaceport

C. **Airport System**: Jacksonville International Airport, Cecil Airport and Spaceport, Jacksonville Executive at Craig Airport and Herlong Recreational Airport, collectively.

D. **Authority**: Jacksonville Aviation Authority.

E. **Contract Administrator**: Designated representative(s) of the Authority 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.

F. **Contract Documents**: The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in the Contract; any subsequent amendment(s) to the Contract signed by both parties; ITB No. 26-30-44202 Control Tower Maintenance and Repair, August 20, 2026, and all its addenda; Contractor's response to ITB No. 26-30-44202 Control Tower Maintenance and Repair, and any subsequent information submitted by Contractor during the evaluation process; and all applicable purchase order(s).

G. **Contracting Officer**: Designated Authority individual, who provides the Authority Inspector and/or Authority Contract Administrator with Contract information and monitors the administration of the Contract to ensure compliance with terms by both the Authority and the Contractor. The Contracting Officer is the only individual authorized to make Contract modifications.

H. **Contractor**: The firm awarded this Contract to perform the Services as specified in Exhibit A, Scope of Services.

I. **Contractor Representative**: Individual(s) designated in writing by the Contractor as the Contractor's Representative, with authority to act for the Contractor in all matters, including changes to Contract terms.

J. **Days**: Calendar days unless otherwise specified.

K. **FAA**: Federal Aviation Administration.

L. **Inspector**: Designated representative(s) of the Authority, 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.

M. **JAA**: Jacksonville Aviation Authority.

N. **Services**: Everything required to furnish or perform under this Contract.

O. **TSA**: Transportation Security Administration.

P. Additional Work/Services: The form used by the Authority and Company in accordance with Article 2, Scope of Services, Section 2.02, Additional /Work Services.

1.02 Exhibits

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Contract. Based on the needs of Authority, the Exhibits may be modified from time to time by amendment to this Contract.

A. Exhibit A, Scope of Services
B. Exhibit B, Title VI and Other FAA Required Provisions for Contractors
C. Exhibit C, Conflict of Interest
D. Exhibit D, Affidavit of Foreign Concern and Human Trafficking
E. Exhibit E, Scrutinized Company Certification
F. Exhibit F, Cecil Airport Badging Procedures
G. Exhibit G, JAA Travel Policy

1.03 Other Public or Government Agencies

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

ARTICLE 2 - SCOPE OF SERVICES

2.01 Contractor agrees to provide the Services as set forth in Exhibit A, Scope of Services.

ARTICLE 3 - TERM

3.01 Effective Date

This Contract will become effective upon execution by Contractor and approval and execution by Authority. This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

3.02 Term

The term of this Contract will commence on October 1, 2026 and terminate on September 30, 2031 based on Contractor performance, annual approved budgeted funds and adherence to all terms and conditions of the Contract Documents.

3.03 Commencement of Fees and Charges

All fees and charges hereunder will commence on October 1, 2026 and will continue for the term of this Contract.

3.04 Termination

A. Termination for Convenience

This Contract may be terminated for convenience by the Authority whenever the Authority determines that such termination is in the best interest of the Authority. Such termination will be affected by a 30-day written notice to the Contractor stating the date upon with the termination will become effective.

B. Termination with Cause

Unsatisfactory performance by the Contractor may result in immediate cancellation of this Contract.

Termination of this Contract in accordance with its agreed termination provisions will not give rise to any claims of improper termination, termination in bad faith, or the like or to the payment of any compensation, recoupment of expenditures made by Contractor pursuant to this Contract, or the like predicted in such termination. This Contract is always subject to availability of budgeted funds.

3.05 End of Term Transition

During this Contract, Authority plans to solicit, award and transition to a new contract for services contemplated herein. If Contractor is not selected for the new contract, Contractor will cooperate fully with Authority and Contractor's successor to ensure an effective and efficient transition of Services and/or assignment of third-party contracts or subcontracts to the Authority. Contractor acknowledges its responsibility to continuously perform the Services and maintain the highest level of customer service during the transition to the successor. Transition services will be accomplished upon via written letter to Contractor from the Authority.

3.06 Extension

Upon the final termination date of this Contract, at the sole discretion of the Authority, this Contract may be extended for a maximum of six (6) months or as is consistent with Florida law. Such extension will be effective by the issuance of an amendment to the Contractor by the Director of Procurement or designee. Any such extension will be pursuant to the same Contract terms and conditions in effect at the time of the extension.

ARTICLE 4 - FEES AND PAYMENTS

4.01 Not-to-Exceed

The total amount payable under this Contract will be subject to the amount approved by the Authority's Awards Committee and availability of budgeted funds. The Parties to this Contract acknowledge, understand, and agree that not-to-exceed amount contained in this Contract represents the maximum indebtedness for which the Authority could possibly be responsible in exchange for the Scope of Services, materials, labor and/or equipment contemplated hereunder. This maximum indebtedness cannot be increased unless the same is agreed to, memorialized, and executed in writing by the Parties.

4.02 Payment: Annual Fees

ANNUAL CONTRACT TERM	CONTRACT AMOUNT
October 1, 2026 – September 30, 2027	$
October 1, 2027 – September 30, 2028	$
October 1, 2028 – September 30, 2029	$
October 1, 2029 – September 30, 2030	$
October 1, 2030 – September 30, 2031	$

4.03 Invoices

Invoices required by this Contract will be created and submitted by the Contractor to the Authority Finance Department via accountspayable@flyjacksonville.com or as otherwise directed in writing by the Authority. All submitted invoices will include at a minimum the invoice date, invoice amount, dates of Services, purchase order number, and all assigned and on-going approved activities during the preceding billing period. Invoices will be processed in accordance with normal JAA procedures, which is 30 days net (20 days net for certified small businesses) after receipt of an approved invoice.

4.04 Payment Method

Unless otherwise required in writing by the Authority, The Contractor will receive electronic payments via Automated Clearing House (ACH). Contractor will be required to register as a supplier with the Authority, which includes providing banking information for ACH payment processing. The Authority reserves the right to modify its payment methods and processes at any time.

4.05 Payment when Services are Terminated at the Convenience of the Authority

A. In the event of termination of this Contract for the convenience of the Authority, as opposed to termination for cause, the Authority will compensate the Contractor as listed below; however, Contractor acknowledges and agrees that it will not be entitled to any damages or remedies for wrongful termination.

B. All agreed upon Services performed prior to the effective date of termination; and

C. Expenses incurred by the Contractor in effecting the termination of this Contract as approved in advance by the Authority. Advance approval must be by written letter from the Authority.

4.06 Taxes

All taxes of any kind and character payable on account of the Services provided under this Contract will be paid by the Contractor. The laws of the State of Florida provide that sales tax and use taxes are payable by the Contractor upon the tangible personal property incorporated in the Services and such taxes will be paid by the Contractor. The Authority is exempt from all State and Federal sales, use and transportation taxes.

ARTICLE 5 - OWNERSHIP OF DOCUMENTS

Subject to Florida's Public Records Laws, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics made by the Contractor or its employees incident to, or in the course of, Services to the Authority, will be and remain the property of the Authority.

The Authority maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Authority's record management process. Once that occurs, the paper original version of this document will be destroyed. Notwithstanding the foregoing, to the extent the Contract Documents include any bonds or other security, those bonds or other security will be maintained in their original form and not destroyed.

ARTICLE 6 - QUALITY ASSURANCE

Contractor will perform hereunder as is the standard of care customary in the industry and will be solely responsible for the quality of all Services furnished by Contractor, its employees and/or its subcontractors under this Contract. All Services furnished by the Contractor, its employees and/or its subcontractors must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must be fit and suitable for the purposes intended

by Authority. Contractor's Services and deliverables must conform with all applicable federal and State laws, regulations and ordinances.

ARTICLE 7 - NON-EXCLUSIVE

Contractor acknowledges that Authority has, or may hire, others to perform Services similar to or the same as that which is within the Contractor's Scope of Services under this Contract. Contractor further acknowledges that this Contract is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Authority discretion.

ARTICLE 8 - DEFAULT, REMEDIES, AND TERMINATION RIGHTS

8.01 Events of Default

Contractor will be deemed to be in default of this Contract upon the occurrence of any of the following:

A. The failure or omission by Contractor to perform its obligations under this Contract or the breach of any terms, conditions and covenants required herein.

B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Contract, failure to perform any of the provisions of this Contract, or any other agreement between the Authority and Contractor, and Contractor's failure to discontinue that business or those acts within ten (10) days of receipt by Contractor of the Authority's written notice to cease said business or acts.

C. The divestiture of Contractor's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.

D. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Contractor's assets; or the insolvency of Contractor; or if Contractor will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Contractor of a voluntary petition of

bankruptcy or the institution of proceedings against Contractor for the adjudication of Contractor as bankrupt pursuant thereto.

E. Contractor's violation of Florida Law, including but not limited to Florida Statute Section 287.133, as it may be revised from time to time, concerning criminal activity on contracts with public entities.

8.02 Authority Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) days' notice by the Authority and Contractor's failure or inability to cure, the Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

A. Terminate Contractor's rights under this Contract and, in accordance with law, Contractor will remain liable for all payments or other sums due under this Contract and for all damages suffered by the Authority because of Contractor's breach of any of the covenants of this Contract; or

B. Treat this Contract as remaining in existence, curing Contractor's default by performing or paying the obligation which Contractor has breached. In such event all sums paid or expenses incurred by the Authority directly or indirectly in curing Contractor's default will become immediately due and payable under this Contract or any other agreement between the Parties, as well as interest thereon, from the date such fees or charges became due to the date of payment, at twelve percent (12%) per annum or to the maximum extent permitted by law; or

C. Declare this Contract to be terminated, ended, null and void.

No waiver by the Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will 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 Contractor. No notice by the Authority will be required to restore or revive time is of the essence hereof after waiver by the Authority or default in one or more instances. No option, right, power, remedy, or privilege of the Authority will 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, powers, options, or remedies given to the Authority by this Contract are cumulative and that the exercise of one right, power, option, or remedy by the Authority will not impair its rights to any other right, power, option, or remedy available under this Contract or provided by law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Contract, and no acceptance of surrender will be valid unless in writing.

8.03 Contractor Remedies

Upon thirty (30) days written notice to the Authority, Contractor may terminate this Contract and all its obligations hereunder, if Contractor is not in default of any term, provisions, or covenant of this Contract or in the payment of any fees or charges to the Authority, and only upon or after the occurrence of the following: the inability of Contractor to use the Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over the Authority, preventing Contractor from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault or negligence of Contractor.

In the event it is determined by a court of competent jurisdiction that the Authority has wrongfully terminated this Contract, such termination will automatically be deemed a termination for convenience under Article 3, Term, Section 3.05(A) Termination for Convenience.

8.04 Continuing Responsibilities of Contractor

Notwithstanding the occurrence of any event of default, Contractor will remain liable to the Authority for all payments payable hereunder and for all preceding breaches of this Contract. Furthermore, unless the Authority elects to cancel this Contract, Contractor will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Contract.

ARTICLE 9 - ACCOUNTING RECORDS/AUDIT REQUIREMENTS

9.01 Books and Records

Subject to Florida Public Records Laws and in connection with payments to Contractor under this Contract, it is agreed Contractor will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Contractor will maintain such books and records for five years after the end of the Term of this Contract. Records include, but are not limited to, books, documents, papers, records, research and change orders related to this Contract. Contractor will not destroy any records related to this Contract without the express written permission of the Authority.

9.02 Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of this Contract or within three years after the end of this Contract, the Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Contractor's records, specifically related to this Contract, for the purpose of determining payment eligibility under this Contract or over selected operations performed by Contractor under this Contract for the purpose of determining compliance with this Contract.

Free and unrestricted access will be granted to all of Contractor's records directly pertinent to this Contract or any change order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. Contractor will arrange for said records to be brought to a location convenient to the Authority auditors to conduct the engagement as set forth in this Article. In the event Contractor maintains its accounting or Contract information in electronic format, upon request by the Authority auditors, Contractor will provide a download or extract of data files in a computer readable format acceptable to the Authority. The Authority has the right during the engagement to interview Contractor employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

Contractor agrees to deliver or provide access to all records, specifically related to this Contract, as requested by the Authority auditors, at no additional cost to the Authority,

within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request.

If as a result of any engagement, it is determined that Contactor has overcharged the Authority, Contractor will re-pay the Authority for overcharge and the Authority may assess interest up to twelve percent (12%) on the overcharge from the date the overcharge occurred. If it is determined that the Contractor has overcharged the Authority by more than three percent (3%) for the period under consideration, Contractor will also pay for the entire cost of the engagement.

Contractor will include a provision providing the Authority the same access to business records, specifically related to this Contract, at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Contract.

Contract agrees to comply with Section 20.055(5), Florida Statutes, as it may be revised from time to time, and with respect to contracts entered by Contractor after the effective date of this Contract and to incorporate in all subcontracts, executed related to this Contract, the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 10 - INDEMNIFICATION

To the fullest extent permitted by law, and as may be limited by Section 725.08, Florida Statute, the Contractor agrees to indemnify, defend and hold harmless Authority, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Contractor's work or services under this Contract; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the Contractor, Contractor's Subcontractor(s) or anyone directly or indirectly employed or hired by Contractor, or anyone for

whose acts Contractor may be liable. Authority reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder.

ARTICLE 11 - INSURANCE

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as Authority's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

Commercial General Liability: Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000 Each Occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability nor Professional Liability.

Business Automobile Liability: Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than $1,000,000 (non-AOA access) Each Occurrence. Contractor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. In the event the Contractor requires AOA access, then the Business Automobile Liability Limit will be not less than $5,000,000.

Worker's Compensation Insurance & Employers Liability: Contractor shall maintain Worker's Compensation Insurance & Employer Liability in accordance with Chapter 440, Florida Statutes, as now or hereafter amended. Coverage shall be provided on a primary basis.

Cyber Liability Insurance (Contractor may seek a waiver for this requirement from Authority; however, any such waiver will require Contractor to execute an indemnity agreement as part of the waiver): Contractor shall procure and maintain Cyber Liability Insurance at a limit of liability not less than $1,000,000 per occurrence or claim. Authority must receive 30-day notice of intent to cancel, non-renew, or make material change in coverage. Cyber Liability Insurance Coverage shall contain the following:

(a) Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

(b) Network security liability arising from the unauthorized use of, access to, or tampering with, or destruction of data and/or computer systems.

(c) Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.

(d) Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

(e) Liability arising from the rendering, or failure to render, professional services.

Additional Insured: Contractor agrees to endorse Authority as an Additional Insured with a CG2026 Additional Insured – Designated Person or Organization endorsement or similar endorsement, to the Commercial General Liability and Business Auto Liability. The Additional Insured shall read "Jacksonville Aviation Authority."

Waiver of Subrogation: Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the 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 specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance: Contractor agrees to provide Authority a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum 30-day endeavor to notify due to cancellation or non-renewal of coverage. Certificate(s) of Insurance will be sent to Risk.Management@flyjacksonville.com. Additionally, Contractor agrees to provide Authority the contact information for the individual(s) managing insurance compliance on behalf of the Contractor. The Certificate Holder address shall read:

Jacksonville Aviation Authority
Risk Management Department
14201 Pecan Park Road
Jacksonville, FL 32218

Umbrella or Excess Liability: Contractor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. Contractor agrees to endorse Authority as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure "True Follow-Form" basis.

Right to Revise or Reject: Authority reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, Authority reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due.

ARTICLE 12 - AUTHORITY APPROVALS

Except as otherwise specifically indicated elsewhere in this Contract, wherever in this Contract approvals are required to be given or received by the Authority, it is understood that the CEO, or designee, is hereby empowered to act on behalf of the Authority.

ARTICLE 13 - NON-EXCLUSIVE RIGHTS

This Contract will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

ARTICLE 14 - LAWS, REGULATIONS, ORDINANCES AND RULES

Contractor, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, Authority Rules and Regulations, and Operating Directives as are now or may hereinafter be prescribed by the Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the Federal, State, or local government, or the Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operation matters related to the operation of the Airport. Contractor, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Contractor or the Authority by the Federal Government including but not limited to the FAA or TSA. If Contractor, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the Authority, then, in addition to any other remedies available to the Authority, Contractor will be responsible and will reimburse the Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Contractor within 15 days after the date of written notice.

ARTICLE 15 - CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

Contractor agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

A. Keep and maintain public records required by the Authority to perform the Services contemplated by this Contract.
B. Upon request from the Authority custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract Term and following completion of this Contract.

D. Upon completion of this Contract, keep and maintain public records required by Authority to perform the Services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority custodian of public records, in a format that is compatible with the information technology systems of the Authority.

IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS:

Jacksonville Aviation Authority

14201 Pecan Park Road

Jacksonville, Florida 32218

E-Mail: public.records@flyjacksonville.com

ARTICLE 16 - CONTRACT MADE IN FLORIDA

This Contract has been made in and will be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of the Authority and Contractor related to this Contract are expressly set forth herein and this Contract can only be amended in writing and agreed to by both Parties.

ARTICLE 17 - NOTICES

Any notice required to be served under this Contract will be deemed to have been duly served if sent by certified mail, return receipt requested to the following:

For the Authority:

Jacksonville Aviation Authority
14201 Pecan Park Road
Jacksonville, Florida 32218

Attn: Devin Reed, Chief Compliance Officer

For the Contractor: _____

_____

_____

_____

ARTICLE 18 - SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Contract will be subordinate to the provisions of any existing or future agreement between the Authority and the United States of America, its Boards, Agencies, Commissions, and others, 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 this Contract will be subordinate to the license or permit of entry which may be granted by the Secretary of War.

ARTICLE 19 - SUBORDINATION TO TRUST AGREEMENT

This Contract and all rights of Contractor hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by the Authority to secure bonds issued by, or other obligations of, the Authority. The obligations of the Contractor hereunder may be pledged, transferred, hypothecated, or assigned at any time by the Authority to secure such obligations. Conflicts between the terms of this Contract and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instrument.

ARTICLE 20 - ASSIGNMENT AND SUBCONTRACTORS

20.01 ASSIGNMENT

The Contractor will not assign or otherwise transfer its rights under the Contract without the prior written consent of the Authority, nor will the Contractor assign any monies due or to become due to him hereunder, without the prior written consent of the Authority.

20.02 SUBCONTRACTORS

If Subcontractors are to be used, the Contractor will, as soon as practicable after signing the Contract, notify the Authority in writing of the names, address and contact information of Subcontractors proposed for the work. The Contractor is as fully responsible to the Authority for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons it directly employs. It is the responsibility of the Contractor 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 the Authority. The Authority requires that all Subcontractors enter into a formal Contract with the prime Contractor that clearly lists all of the agreed upon conditions and that incorporates the terms and conditions of the contract between the Authority and the prime Contractor. The Contractor will furnish proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with the terms and conditions of the contract between the Authority and the prime Contractor and, at a minimum, with Exhibit B, Title VI and Other FAA Required Provisions for Contractors. **Upon execution of subcontract or sub-consultant agreements, Contractor must provide the Authority's Supplier Compliance Specialist with a copy of the fully executed contract or agreement for review within 30 days to ensure FAA compliance.**

20.03 PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

Generally, when the Contractor receives payment from the Authority for labor, services or materials furnished by Subcontractors and suppliers hired by the Authority, the Contractor will remit payment due (less proper retainage) to those Subcontractors and suppliers within 20 calendar days after Contractor's receipt of payment from the Authority. Nothing herein will prohibit Contractor 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 Contractor may withhold the disputed portion of any such payment only after

Contractor has provided notice to the Authority and to the Subcontractor and supplier whose payment is in dispute, which notice will: (i) be in writing; (ii) state the amount in dispute, (iii) specifically describe the actions required to cure the dispute, (iv) be delivered to the Authority and to the said Subcontractor or supplier within 10 calendar days after the Contractor's receipt of payment from the Authority. The Contractor will pay all undisputed amounts due within the time frames specified in this section.

ARTICLE 21 - EMPLOYEE PARKING

Nothing in this Contract will be deemed to require Authority to provide parking to Contractor's personnel. The Authority may provide parking accommodations to Contractor's personnel in common with employees of other tenants and users of the Airport subject to the payment of reasonable charges therefore as may be established from time to time by the Authority. In such event, Contractor's personnel will be required to park within the designated areas.

ARTICLE 22 – SECURITY BADGING

If required, all employees/subcontractors/independent operators of the Respondent assigned to Cecil Airport (VQQ), at the sole expense of the Respondent. The Respondent will have the sole responsibility of complying with TSA guidelines, that include but are not limited to: employee background screening (Transportation Security Administration (TSA) Security Threat Assessment (STA) and FBI Criminal History Record Check (CHRC), badge issuance and retrieval, and auditing of security badges. Any fines incurred by JAA for violations of any TSA 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 G, for JAA form "Cecil Airport Badging Procedures," which contains details on the issuance and replacement,. Any employee of the Respondent found by JAA to have been issued a security badge in violation of TSA guidelines will be required to immediately surrender their badge and be removed from JAA property.

ARTICLE 23 - DISPUTES

In the event a dispute arises relative to the interpretation of Contract requirements, prosecution and fulfillment of this Contract or any other matter of whatever nature related to this Contract, the

Parties will attempt to settle the dispute through negotiation between the Authority and the Contractor. A condition precedent to negotiation or seeking judicial relief is that a timely written notice of the dispute will be provided the other Party stipulating the existence of a dispute and the basis for the aggrieved Party's position. Said negotiated resolution of the dispute will not, however, be binding on the Authority and Contractor until the settlement is reduced to writing and endorsed by the designated representatives of the Authority and Contractor.

It is understood and agreed that, for the purpose of this Article, the Chief Compliance Officer of the Authority, its Chief Executive Officer, or their respective designees will represent the Authority in all matters pertaining to this Article and will act on behalf of the Authority, subject to review and approval by or the delegation of the Authority's governing Board of Directors. It is further understood and agreed that representative(s) designated in writing by the Contractor to act in its behalf will represent the Contractor in all matters pertaining to this Article and will have the authority to bind the Contractor.

Nothing in this Contract will be construed as denying either the Authority or Contractor the right to seek judicial relief or from pursuing any other appropriate legal remedy, subject to the above notice requirement.

ARTICLE 24 - GOVERNING LAW AND VENUE

This Contract shall be governed by, construed and enforced under and according to the laws of the State of Florida. All legal actions arising out of or connected with this Contract must be initiated in the Circuit Court of Duval County, Florida, or in the Federal District Court for the Middle District of Florida, Jacksonville Division.

ARTICLE 25 - SCRUTINIZED COMPANIES

Contractor is required to complete Exhibit E, Scrutinized Company Certification, at the time this Contract is executed and to complete a new Exhibit E for each renewal option period, if any. Contractor represents, warrants, agrees that: Contractor is not a “Sanctioned Person,” meaning any person or entity : (i) named on the U.S. Department of the Treasury’s Office of Foreign Assets Control’s (“OFAC”) list of “Specially Designated Nationals and Blocked Persons,” “Sectoral

Sanctions Identifications List" or other economic sanctions lists issued pursuant to a United States governmental authority, the European Union Common Foreign & Security Policy or other governmental authority; (ii) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction that is the subject of sanctions administered by OFAC or the U.S. Department of State (each a "Sanctioned Jurisdiction" and including, at the time of writing, Cuba, Iran, North Korea, Syria, and the Crimea region); or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more Sanctioned Persons. Contractor is in compliance with and will continue to comply with all economic sanctions laws administered by OFAC, the U.S. Department of State, the European Union, or the United Kingdom ("Sanctions Laws"). Contractor will not involve any Sanctioned Persons or group of Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Contractor will not take any action that would cause the Authority to be in violation of Sanctions Laws. Contractor will not sell, export, re-export, divert, or otherwise. By executing this Agreement, to certify that it is not: (i) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, F.S.; (ii) engaged in a boycott of Israel; (iii) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, F.S.; or (iv) engaged in business operations in Cuba or Syria. Pursuant to § 287.135(5), F.S., JAA may immediately terminate this Agreement for cause if Contractor is found to have submitted a false certification as to the above or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement.

This Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that Contractor submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

ARTICLE 26 - RELATIONSHIP OF THE PARTIES

Nothing in this Contract shall be construed as making Contractor an employee, servant or agent of JAA. Contractor shall pursue the Scope of Services under this Contract as an independent contractor, and shall be solely responsible for the method, manner and means to be utilized in performing the Scope of Service, including but not limited to the supervision and compensation of its own personnel.

ARTICLE 27 - TIME REQUIREMENT

For every requirement of this Contract, time is of the essence.

ARTICLE 28 - DATA SECURITY

Contractor will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third-party data that the Contractor may gain access to or be in possession of in providing the Services of this Contract. Contractor will not attempt to access, and will not allow its personnel access to, Authority data or third part data that is not required for the performance of the Services of this Contract by such personnel.

Contractor and its employees, vendors, subcontractors, and subconsultants will adhere to and abide by the security measures and procedures established by the Authority and any terms of service agreed to by the Authority with regards to data security. In the event Contactor or Contractor's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third-party data, Contractor will promptly:

A. Notify the Authority of such breach or potential breach; and
B. If the applicable Authority data or third-party data was in the possession of Contractor at the time of such breach or potential breach, Contractor will investigate and cure the breach or potential breach.

ARTICLE 29 - NON-DISCLOSURE

The Parties acknowledge that the documents resulting here from may contain or represent sensitive security information that is considered confidential and exempt from § 119.07(1), Florida Statutes, and § 24(a), Art. I of the State Constitution. Therefore, Contractor: (i) will, and will cause its representatives to, keep confidential and not disclose, without JAA's prior written consent, all sensitive security information, cybersecurity information and similar confidential information disclosed as part of this Agreement; (ii) will not, and will cause its representatives not to, use, copy, or otherwise reproduce any such confidential information (or portion thereof) other than in connection with and as absolutely necessary to prosecute the awarded scope of work and/or services under this Agreement; and (iii) will protect the confidential information from disclosure to third parties, using the same degree of care Contractor would use with respect to its own confidential and proprietary information. However, in the very unlikely event that Contractor is required, with JAA's prior written consent, to disclose confidential information to any of its representatives who need to know the confidential information in order to assist Contractor hereunder, Contractor shall inform said representatives: (i) of the confidential nature of the confidential information; and (ii) that they are bound by similar confidentiality and non-use / non-disclosure provisions being acknowledged and agreed to herein.

ARTICLE 30 - 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.

ARTICLE 31 - COMPANY TENANCY

The undersigned representative of Contractor hereby warrants and certifies to the Authority that Contractor is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature hereto.

ARTICLE 32 - FAA APPROVAL

This Contract may be subject to approval of the FAA. If the FAA disapproves this Contract, it will become null and void, and both Parties will bear their own expenses relative to this Contract.

ARTICLE 33 – E-VERIFY

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095 the Respondent, and any subcontractor thereof, is obligated to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Respondent or subcontractor. If the Respondent enters into a contract with a subcontractor, the Respondent must require the subcontractor to provide an affidavit stating that the subcontractor uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien.

ARTICLE 34 - INVALIDITY OF CLAUSES

The invalidity of any part, portion, sentence, article, paragraph, provision, or clause of this Contract will not have the effect of invalidating any other part, portion, sentence, article, paragraph, provision, or clause of this Contract, and the remainder of this Contract will be valid and enforced to the fullest extent permitted by law.

ARTICLE 35 - ARTICLE/SECTION HEADINGS

The article and section headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Contract. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 36 - 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.

ARTICLE 37 - COMPLETE CONTRACT

This Contract constitutes the entire agreement between the parties hereto for the scope of services, materials, labor and/or equipment contemplated hereunder. No statement, representation, writing, understanding, agreement, course of action, dealing, or conduct made by either party, or any representative of either party, which is not expressed herein shall be binding, which includes any and all references to general terms and conditions contained on Contractor's website or boilerplate documents. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

ARTICLE 38 - MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

ARTICLE 39 - ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the Contract, the provisions of the Authority's ITB Number 26-30-44202 and Contractor's Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) the Contract; 2) Authority's ITB Number 26-30-44202 and any issued addenda, 3) Contractor's Proposal, and 4) all applicable Purchase Order(s).

ARTICLE 40 - CONTRACT CHANGES

A change order or amendment is a written contract modification prepared by the Authority and signed by both Parties hereto, stating their agreement upon all of the following, and without invalidating this Contract:

A. A change in the Scope of Services, if any;
B. A change of the Contract amount, fees, hourly rates or other costs, if any;
C. A change of the basis of payment, if any;
D. A change in Contract time, if any; and
E. Changes to the terms and conditions of this Contract, if any.

40.01 Claim for Payment

Any claim for payment for changes in the Scope of Services that is not covered by written change order or amendment or other written instrument signed by the Parties hereto will be rejected by the Authority. Contractor acknowledges and agrees that Contractor will not be entitled to payment for changes in the Scope of Services unless such revised Scope of Services is specifically authorized in writing by the Authority in advance. The terms of this Article may not be waived by the Authority unless such waiver is in writing and makes specific reference to this Article.

40.02 Right to Carry Out the Work or Services

If Contractor defaults or neglects to carry out the Scope of Services in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written Notice from the Authority to begin and prosecute correction of such default or neglect with diligence and promptness, the Authority may, without prejudice to other remedies Authority may have, correct such deficiencies. In such case an appropriate change order will be issued deducting from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation for another company's or the Authority's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor will pay the difference to the Authority.

ARTICLE 41 - SIGNATURES

41.01 SIGNATURE OF PARTIES

It is an express condition of this Contract that it will not be complete or effective until signed by the Authority and by the Contractor.

41.02 COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

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

SIGNATURE LINES FOLLOW

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

Attest:	JACKSONVILLE AVIATION AUTHORITY
_____	_____
Name Contract Administrator	Mark VanLoh, CEO, or His Designee
	_____
	(Designee's Name and Title, if applicable)
Attest:	<INSERT COMPANY'S LEGAL NAME>
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title

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

_____
Devin Reed, Chief Compliance Officer

EXHIBIT F

REGISTERING AND NAVIGATING DEMANDSTAR

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

Registering for DemandStar

DEMANDSTAR
Building Communities.

We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

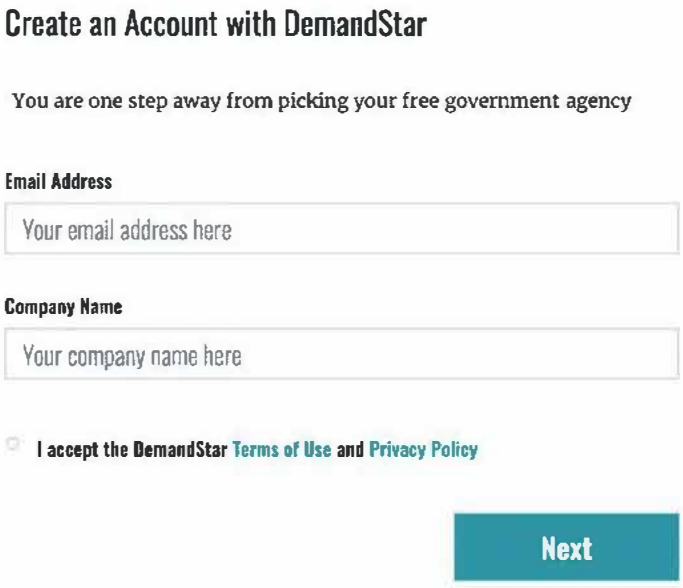
DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:
https://www.demandstar.com/registration



2019 DemandStar® Corporation. All Rights Reserved.
206.940.0305

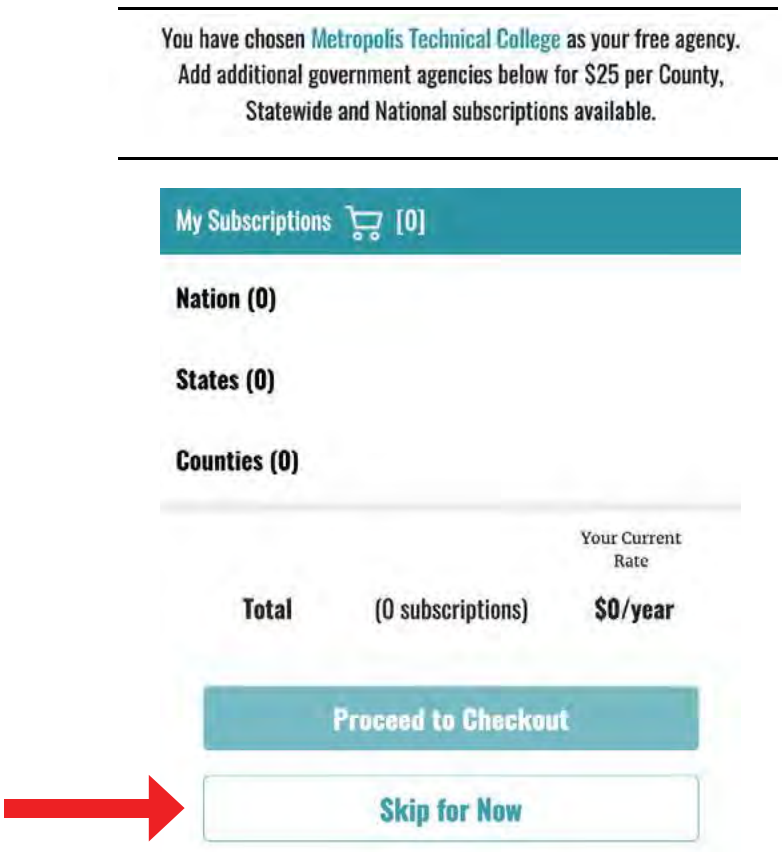
2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box



3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States



SIGN UP

Visit www.demandstar.com

2019 DemandStar® Corporation. All Rights Reserved.
206.940.0305

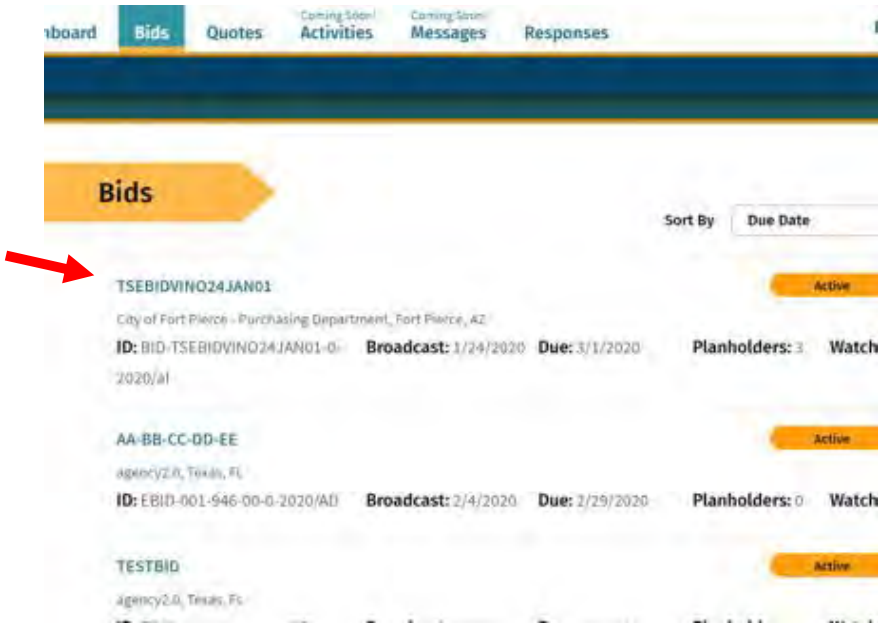
Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

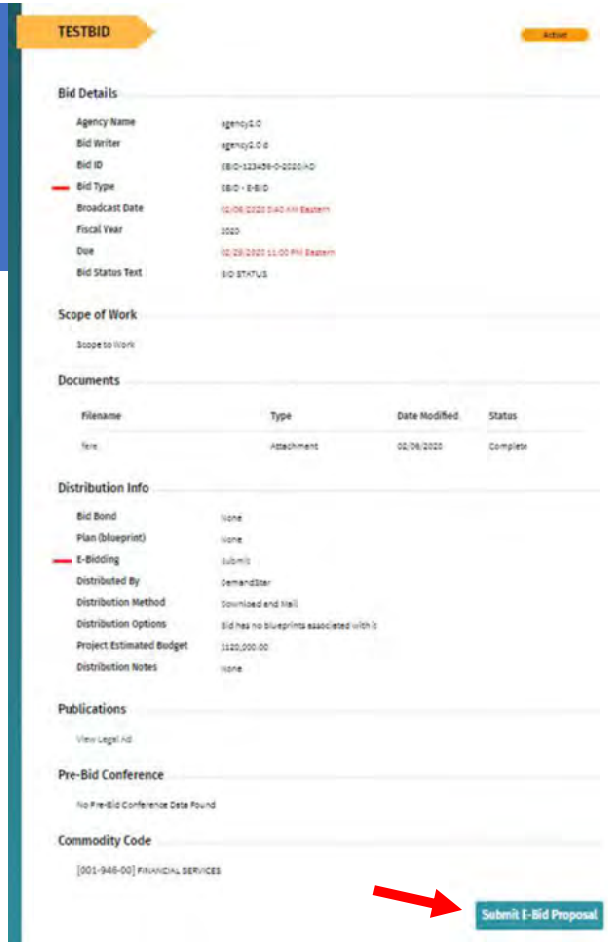
- Click on the solicitation name



Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

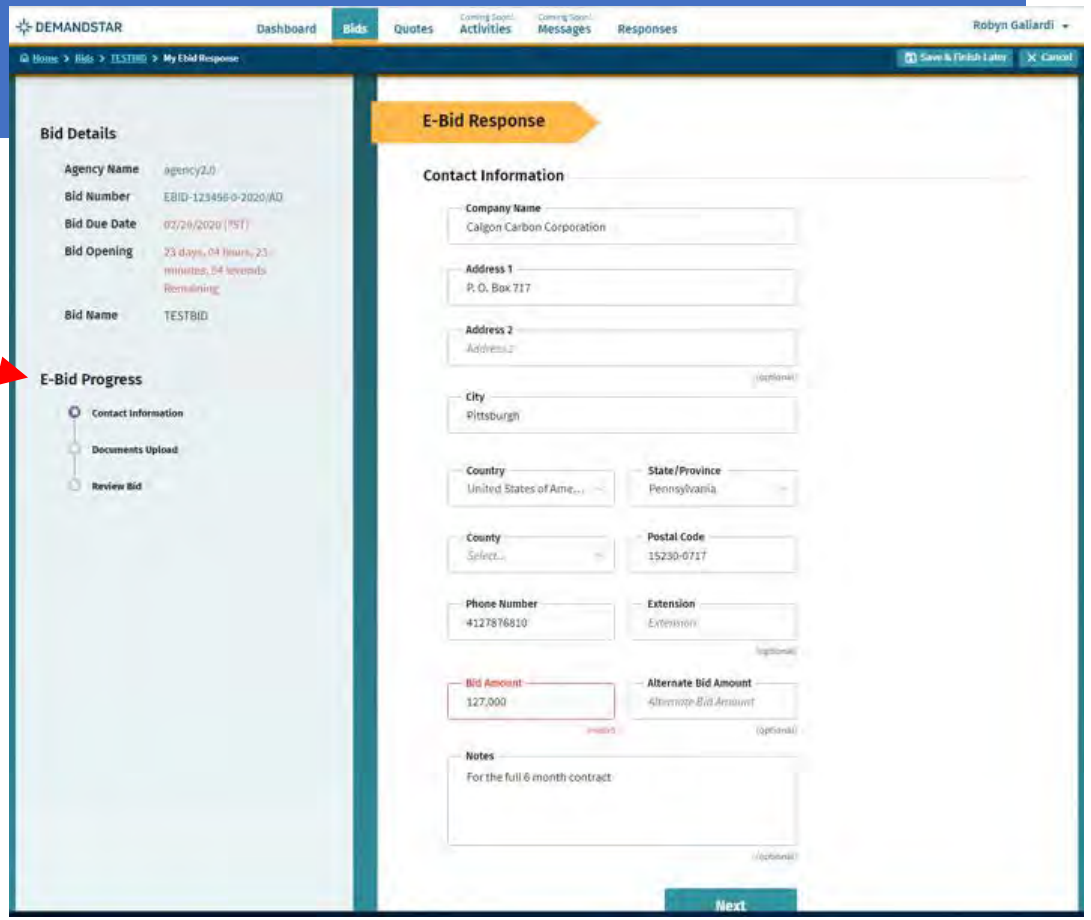


Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”

If there is not a total bid amount in your submission, please put “0”

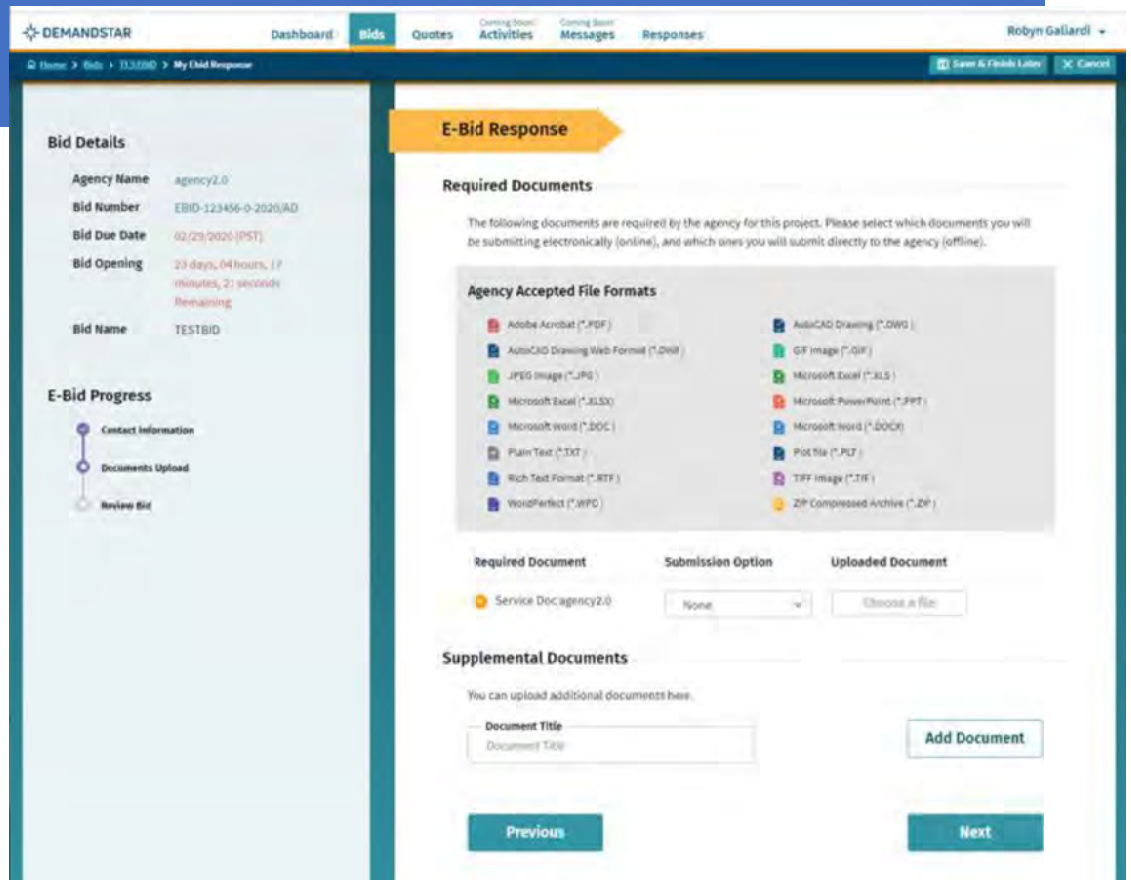
Example: a request for qualifications opportunity may not require a bid amount so vendors will input “0” under “Bid Amount”



Step 4

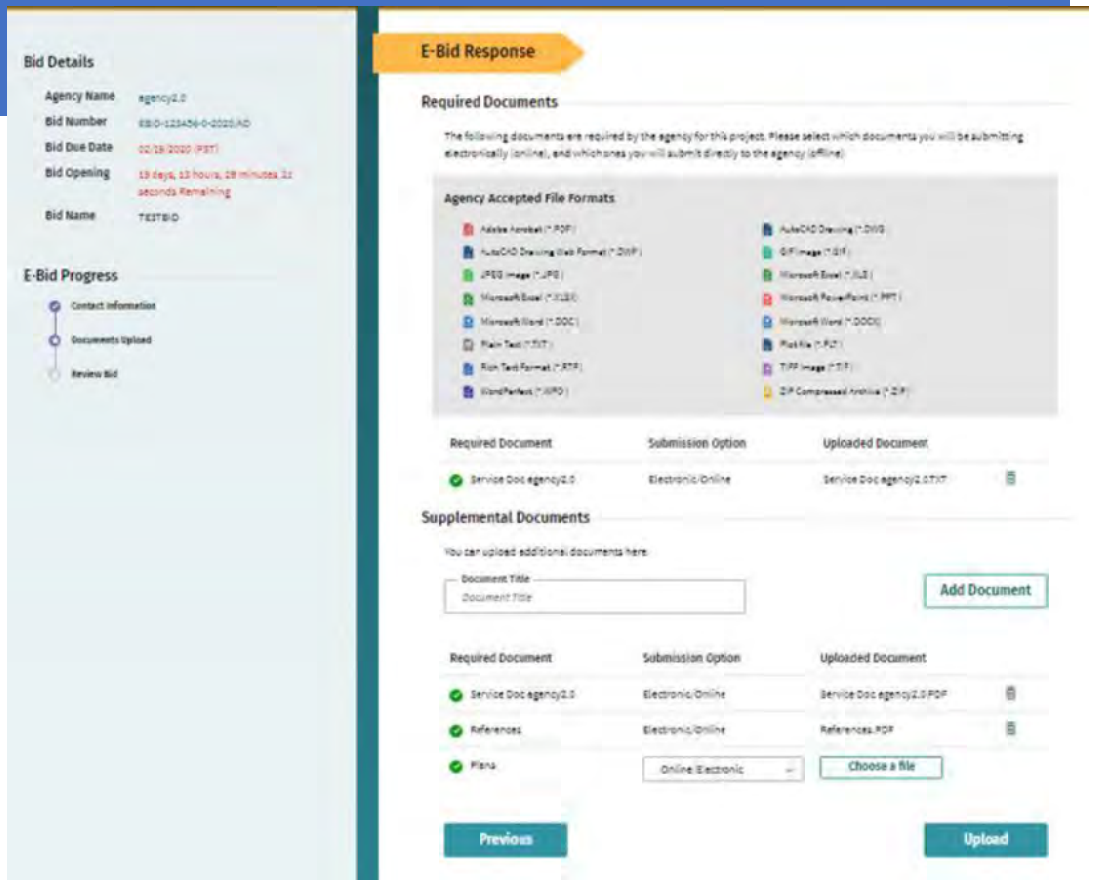
After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to uploaded separately.

TIP:
There is a place for you to add “Supplemental”, i.e. non-required, documents.



Step 4 continued

TIP:
There is a place for you to add “Supplemental”, i.e. non-required, documents.



Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

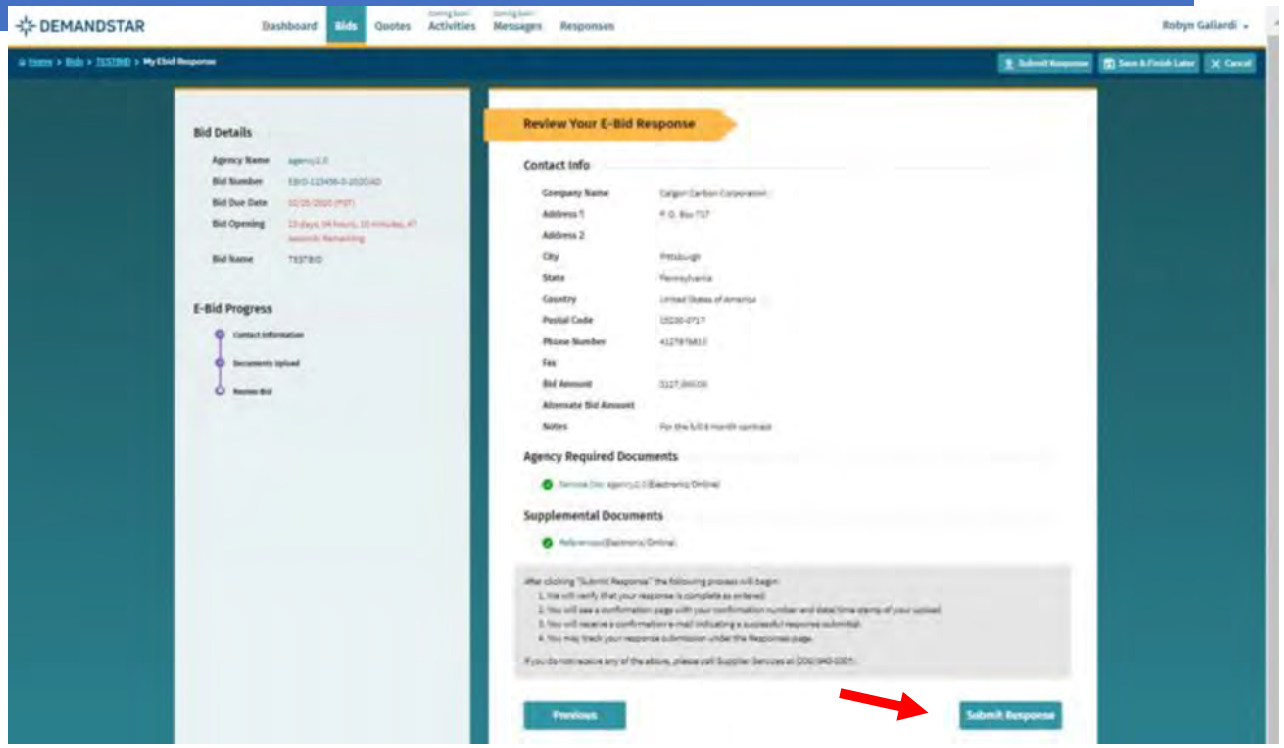


EXHIBIT G

CECIL AIRPORT SECURITY BADGE APPLICATION

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

Jacksonville Aviation Authority / Cecil Airport
Ph: (904) 573-1600
Fax: (904) 779-9745
www.cecilairport.com
matt.bocchino@cecilairport.com – Director
cecil_maintenance@cecilairport.com – Facilities
cecil_operations@cecilairport.com – Operations

TENANT ADVISORY
DATE: 02-07-2025

"New Badging Process"

As part of the new JAA computer security protocols, the badging process has been updated to ensure compliance with enhanced security measures. Please review the following changes carefully.

A. Certifying Officials Responsibilities:

- Certifying Officials must ensure that all applications are completed accurately before submitting to Cecil Badging (Application & Driver's License)
- Certifying Officials will **NO** longer submit or send applicant photos.
- Certifying Officials need to forward the applicant's certificates to Cecil Badging upon completion of the training courses.
- If a badge user will be away for a period greater than 3 months, it is the Certifying official's responsibility to retrieve and retain the badge until the badge user's return to prevent unrecovered and missing badges.

B. Applicant Responsibilities:

- New Applicants must schedule an appointment for their badge photo and badge pickup.
- Walk-ins will not be accepted; all applicants must have a confirmed appointment.
- Appointments will take approximately 15 to 30 minutes.
- Renewal Applicants must present themselves in person to pick up their badge and turn in the old badge. If an old badge is not received, the new badge will NOT be given until recovery is made.

C. Scheduling and Appointments:

- Applicants must schedule their appointment through *Cecil.badging@cecilairport.com*.
- Appointments must be scheduled at least **24 hours** in advance to ensure timely processing once the training is completed.
- Once an applicant's badge is ready, they must retrieve it in person.
- Identification (or previous badge for renewals) must be presented at the time of pick-up.

D. Scheduling and Appointments:

Badging Hours are as follows:

Tuesdays: 1300 – 1600
Wednesdays: 0800 – 1500
Thursdays: 0800 – 1600

Note: Exceptions can be made on a case-by-case basis with a **48-hour prior coordination**. Please ensure you work with your applicants to make appointments in a timely manner.

For any questions or concerns regarding this new process, please get in touch with Cecil Badging.

On behalf of the Cecil Operations Team:

We would like to extend our sincere gratitude to all Certifying Officials for their previous and ongoing cooperation and efforts in working with Cecil Operations. Your dedication and commitment to maintaining a secure and efficient badging system are truly appreciated.

Darcy Cruz
Ops Duty Number: (904) 557- 4365

Cecil Airport | Cecil Spaceport

Cecil Airport Badging Office
13365 Simpson Way
Jacksonville, FL 32221
Phone: 904-573-1610

Application Type

NEW ☐ RENEW ☐

One Form of ID is required:
State-issued ID or Driver's License with the applicant's photo

Applicant Information

Last Name	First Name	Middle Name
Primary Phone #	**Secondary Phone #**	**State/Country of Birth**

Home Street Address

City	State	Zip Code

Applicant's Email Address	Sex	Height	Weight	Eye Color	Hair Color

Driver's License #	State of Issue	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 ☐

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	Company Phone #

Badge Type

☐ ID Only ☐ Non-Movement ☐ Movement
☐ Firearm ☐ Spaceport ☐ Contractor

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 Cecil Airport ID badge is issued solely for access to Cecil 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 Cecil Airport ID becomes lost or stolen, or failure to return my Cecil Airport ID upon termination of employment, may result in arrest and prosecution, as appropriate.

Applicant Signature	Date

Date of SSI Entry/Initials

Certifying Official Information

Name	Company
Company Phone Number	**Email Address**

As the Certifying official for the Company, to the extent permitted by Federal law, I hereby acknowledge responsibility for any FAA penalties which may be 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 (1) returning the Cecil Airport ID badge to the Cecil Airport Operations Office when no longer needed by this employee; (2) 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; and (3) that upon the employee's termination, it is my company's responsibility to notify the Cecil Airport Operations Office within 24 hours of termination and return the badge to the Cecil Airport Operations Office. If the badge is not returned to the Cecil Airport Operations Office in the prescribed time, my company will pay the unrecoverable badge charge of $100, if authorized by Federal law.

Certifying Official Signature	Date

JAA USE ONLY

JAA Representative Issuing Badge (Print Name)	JAA Representative Issuing Badge (Signature)
Date Issued	**Expiration Date**

Notes

EXHIBIT H

JAA EXPENSE AND TRAVEL POLICY

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

STANDARD PRACTICE: Travel Authorization and Reimbursement

REVISED DATE: **June 6, 2019**

PURPOSE: Establishes procedures for authorized Travelers incurring travel expenses while traveling on behalf of the Jacksonville Aviation Authority (JAA). Ensures all authorized Travelers have a clear understanding of practices and procedures for reimbursement of reasonable and necessary travel expenses while traveling on JAA business. All travel expenses incurred must be directly for the business and betterment of the JAA.

GUIDELINES: This practice is intended to cover key areas of travel expense reporting. There may be unusual circumstances that are not specifically covered. Any exceptions to this practice will be reviewed and approved on a case-by-case basis by the CEO or his designee, prior to the expense item(s) being submitted for reimbursement.

Ordinance Code, City of Jacksonville
If any section in this practice conflicts with the Ordinance Code of the City of Jacksonville, the Ordinance Code shall prevail.

Responsibility
Each Traveler shall be responsible for complying with the requirements, procedures and guidelines of JAA's Travel Authorization and Reimbursement standard practice. Each Approving Authority shall be responsible for ensuring reported expenses are accurate and in compliance with this practice.

Definitions

- **Approval Authority**
  i. If Traveler is a Board Member, the approver is the Chairman of the Board or designee.
  ii. If Traveler is the Chairman of the Board, the approver is the Vice Chairman of the Board or designee
  iii. If Traveler is the CEO, the approver is the Chairman or Vice Chairman of the Board
  iv. If Traveler is a member of Senior Staff, the approver is the CEO or Vice Chairman of the Board, or designee
  v. All other employees' travel is approved by Senior Staff or their designee

- **Business Travel Period** – The period of time between the time of departure and the arrival time of return/final destination that is directly for the business and betterment of the JAA, and does not include personal days.

- **CEO** – Means the Chief Executive Officer of the Jacksonville Aviation Authority, or designee.

- **Common Carrier** - Any commercial means of transportation operating scheduled vehicles, and/or rental vehicles of an established rental firm.

- **Complimentary Upgrade** – Any seat assignment arranged in advance by specific request of the Traveler or by an airline employee that provided the authorized Traveler with a class of travel in excess of the airfare paid by JAA under this practice.

- **Conference –** Any conference, convention, seminar or short course.

- **Domestic Travel** – Travel within the continental 48 states.

- **Denied Boarding Customer –** Authorized Travelers that have been denied boarding a flight by the airline.

- **Frequent Flyer/Guest/Renter Programs**—Programs offered by vendors to award frequent users of their services. The Traveler may keep the miles/points/rewards earned while on business travel, but should not allow the participation in the program to sway travel decisions which result in a higher cost to JAA.

- **iExpense Reimbursement Reports –** iExpense is an Oracle module used to report and seek reimbursement of expenses paid by Traveler/employee. Forms may include the Travel Authorization Form and the Travel Authorization Expense Estimate.

- **International Travel** – Travel outside the continental 48 states of the US, to include Alaska, Hawaii and US territories. All International Travel shall be approved by the CEO.

- **JAA Market Area** - Baker, Clay, Duval, Flagler, Nassau, St. John and Putnam counties.

- **Most Economical Method of Travel** – The mode of transportation (privately owned, rental, common carrier, etc.) with the lowest available cost, taking into consideration the following:
  i. The purpose and nature of the travel,
  ii. The most efficient and economical means of travel and
  iii. The number of persons making the trip and the amount of equipment or material to be transported.

- **Overnight** – Travel during the hours of 8:00 p.m. to 6:00 a.m.
- **Principal Workplace** – Location where Traveler performs most of their official duties or where they report to receive instructions.
- **Reasonable Fees/Cost** – Average fee/charge for the service. Not excessive.
- **Senior Staff** – JAA employees holding office at Chief Level and above.
- **Standby Seat** - A seat assigned by the airline to an authorized Traveler when traveling in a standby mode.
- **Traveler** – Individual in one of the following categories:
  A. Member of the Board of Directors.
  B. Full-time employee of JAA.
  C. Individual authorized by the CEO to incur travel expenses.
  D. Person called upon by the JAA to contribute time and services as a consultant or advisor.
  E. Candidate for employment with JAA in an executive or professional position, who is not a resident of Jacksonville, Florida.
- **Travel Coordinator**- A staff member of JAA who assists the Traveler with bookings, scheduling and other aspects of travel.
- **Working Days** – Days that JAA administrative offices are open for business.

Pre-Approval and Planning

All requests for travel outside the JAA Market Area must be approved in writing by the Approving Authority in advance of the travel. Approvals are not required for travel within the JAA Market Area. Travel undertaken by the CEO may be approved verbally prior to travel and will be approved in writing prior to reimbursement of expenses. Travelers who have been invited to speak or give a presentation at a conference that involves travel shall get approval of the travel from the CEO prior to accepting the invitation. All International Travel must be approved by the CEO.

A. Pre-Approval Forms – A Travel Authorization Form and the Travel Authorization Expense Estimate Form must be submitted prior to scheduling, booking, or reserving any travel arrangements which might involve a cancellation cost. An e-mail authorization for the trip may be used as sufficient authorization in the absence of the Travel Forms.

B. Planning Travel - Travelers should turn in requests for travel as early as possible to take advantage of advance purchase discounts. Travelers are expected to travel using the most economical means possible and coordinate travel with other JAA Travelers when possible.

C. Process - Once travel is authorized as set forth herein, the forms are forwarded to the Travel Coordinator to complete travel arrangements. The Traveler may book travel themselves using their own form of payment but will be responsible for providing all required back up documentation and receipts to the Travel Coordinator for reimbursement. In this situation, the Traveler will bear the risk of not getting fully reimbursed.

D. Travel Paid by Other Agencies - Travel that is paid for by an outside agency does not require a full Travel Authorization Form if the Traveler will not require any reimbursement from JAA for travel expenses. A memo requesting approval to travel and be out of the office from the Traveler to the Traveler's supervisor will be sufficient. If International Travel is required, the CEO should approve as well.

Travel Advances to Traveler

In some instances, a Traveler may request a travel advance be paid directly to the Traveler prior to travel. The only items subject to a travel advance would be meals at per diem rate payable to the Traveler provided the trip lasts at least 5 days.

A. Advance Form – If a Traveler seeks a travel advance, the Traveler must submit a request with back up documentation to the Travel Coordinator, along with the Travel Authorization Form to the Approving Authority.

B. Personal Liability – Travelers who receive advances are personally liable for the advance until expenses have been documented and reconciled by Finance. The Traveler is responsible for returning any funds due to JAA. Travelers may have only 1 travel advance outstanding at any given time. Failure to account for a prior travel advance will result in denial of any request for future travel advances.

C. Failure to Account for Travel Advances - Travelers failing to account for travel advances may result in suspension or cancellation of advance privileges and may also lead to disciplinary action. Failure to account for travel advances shall be sufficient evidence that the Traveler owes the entire sum which may be recovered by civil action.

Travel Items Paid in Advance

Items may be paid in advance by JAA. JAA reserves the right to use alternative payment sources for payment of approved travel expenses

Paid in Advance Items – The following items can be paid for in advance:

1. Transportation by Common Carrier, payable to the Common Carrier, and related fees.
2. Pre-arranged shuttle service payable via the P-Card.
3. Lodging at the single room rate, payable to the provider.
4. Registration fees payable to the sponsor of the conference.
5. Rental car expenses. The Traveler may be responsible for paying with a major credit card and submitting for reimbursement.

Overtime and Compensatory Time

No compensatory time is earned while a Traveler is in travel status. If the Traveler is non-exempt (hourly), out of town travel may be compensable, depending on when it occurs and whether the travel is overnight. Supervisors should consult with Human Resources or the Chief Legal Officer to determine whether travel time is compensable for hourly employees.

Transportation

The most economical method of transportation shall be determined in advance of the travel. In some situations, quotes of comparable travel options (i.e. different airlines, different methods of travel) should be generated at the time of booking to demonstrate the most economical means of travel. The most economical means of travel should be used without inconvenience to the Traveler (e.g., hours flights are available).

General Transportation Guidelines

A. Modes of Transportation – Transportation may be by common carrier, aircraft, chartered vehicle, rental vehicle, private motor vehicle or a JAA owned vehicle.

B. Direct Route of Travel – All travel must be direct route method. If a Traveler travels by an indirect route or any other method for the Traveler's own convenience, any extra costs shall be the responsibility of the Traveler.

C. Constructive Point of Origin - If travel is by Common Carrier, travel originates at the place the Traveler boards the Common Carrier. If travel is by motor vehicle, travel originates as follows:

1. JAA Board members, at JAA's administrative offices; and
2. JAA Employees and any other Traveler at the place of departure.

Common Carrier

A. Economy Class - All air travel should be in coach (economy) class. Travelers may upgrade to a higher class at Traveler's own expense or by using Traveler's own frequent flyer miles or bonus program. Travel other than economy class may be approved by the CEO prior to travel. Reimbursement will be made for a higher class of travel with written approval from the CEO. For International Travel, when at least

one segment of the trip is over six (6) hours, the Traveler may purchase business class at the most economical business class fare.

B. Common Carrier Fees and Charges

1. **Seat Location within Most Economical Class** – Airline policies have changed, and Travelers may book exit row, economy plus, or pay additional reasonable fees so that a seat can be assigned, room in the overhead compartment is available and other usual amenities are provided as long as the Traveler is still in the economy/coach section. Travelers are cautioned that all charges must be reasonable.

2. **Bag Fees** – When applicable, the fee for the first bag may be reimbursable by JAA. If the business travel is for 3 consecutive days or more, 2 bags may be reimbursable by JAA. Travelers may not be reimbursed for a higher number of bags for subsequent legs of the trip unless accompanied by a memo expressing the business requirement for extra bags.

3. **Shipping Fees** - Charges for shipping materials home received at conferences or seminars may be reimbursed by JAA. If a Traveler uses a checked bag to bring materials home, then cost is governed by the limits for bag charges listed above.

C. Boarding Compensation - If a Traveler is involuntarily denied boarding and receives a free travel voucher or other compensation from the Common Carrier the Traveler may retain the voucher/other compensation, as they are generally non-transferable.

D. Overnight Delays - If a Common Carrier delay results in an overnight stay, the Traveler must attempt to secure complimentary or reduced lodging. If an overnight delay occurs, JAA shall absorb the reasonable cost of a hotel, transportation from airport to hotel and back, or a flight on another Common Carrier at the economy class rate.

E. Unused or Voided Tickets - JAA will not absorb the cost of an unused Common Carrier ticket, unless said cancellation was required by the JAA. It is the Travelers' responsibility to call the Common Carrier to initiate a refund. A memo to the Travel Coordinator must be provided, with an explanation explaining why the ticket was unused.

F. Lost Baggage - JAA will not reimburse Travelers for baggage or personal items lost or damaged while traveling on JAA business. The responsibility for retrieving and compensating lost baggage lies with the Common Carrier.

Travel by Air

A. Executive Management Restriction - For succession planning purposes, no more than one Chief and the CEO may fly on the same aircraft.

B. Reservations – Should be booked as far in advance as possible with an electronic ticket when possible. If an electronic ticket is provided, the Travel Coordinator shall give the Traveler a confirmation number and copy of the itinerary.

C. Cancelled Flight - The Traveler should notify the Travel Coordinator if a flight is cancelled. The Travel Coordinator is responsible to maintain records and keep up with the airfare credit on account.

Travel by Chartered Vehicle, Travel by Rental Vehicle

A. Authorization – Use of a rental car booked through the state rental contract is generally deemed to be more economical and efficient than alternative forms of ground transportation and should be considered whenever possible. Requests for rental extras, such as global positioning system (GPS) or satellite radio, must be submitted to the CEO for prior approval or may not be reimbursable.

B. Insurance – Travelers renting vehicles outside the state rental contract must purchase a loss damage waiver and supplemental liability coverage and such cost will be a JAA-reimbursable amount. When using the state rental contracted vendor, the primary insurance and collision damage coverage are included at no extra charge.

Travel by Private Motor Vehicle

A. Authorization - The Approving Authority may authorize Travelers to use a privately-owned vehicle for travel on behalf of JAA.

B. Mileage Allowance - Travelers who request and are approved for the use of a privately-owned motor vehicle shall be entitled to a mileage allowance at the Internal Revenue Service ("IRS") published mileage reimbursement rate. All travel subject to a mileage allowance shall be shown from the point of origin to a point of destination and return, and shall be computed using a web-based mapping program (i.e. MapQuest), the mileage reimbursement shall be the lesser of:

1. The IRS rate per mile, or
2. The airline common carrier coach fare plus taxi fare; or
3. The cost of a rental car under the state rental contract.

Employees traveling from JIA/JAA to general aviation airports, and traveling between general aviation airports, are reimbursed a set number of miles, determined via a mapping system, at the IRS published mileage reimbursement rate (Page 5 from the Vehicles, Company and Personal, for Business Use policy detailing the mileage, refer to the policy in its entirety).

Travel by Authority Owned Vehicle

Authorization - An Approving Authority may authorize the Traveler to use a JAA owned vehicle within the state of Florida. Driving a JAA owned vehicle outside the State of Florida is prohibited, due to JAA insurance regulations (refer to the JAA Fleet Management Policy).

Lodging

A. **Authorization** - Travelers may be reimbursed for the reasonable cost of a single occupancy hotel room with private bath for overnight travel. Reservations should be booked at the most economical rate whenever possible. Lodging can be paid in advance by JAA, but Travelers should be aware of the cancelation policies for hotels in the event that travel arrangements change.

B. **Lodging Rates** – The Travel Coordinator should consider the Travelers' safety, location, and rates in determining the reasonableness of the facility. All lodging should be booked in advance.

C. **Room Upgrade** – Cost of the room upgrades are the responsibility of the Traveler.

D. **Cancellation and No-Shows** - Travelers are responsible for canceling hotel rooms. JAA will not be held responsible for any "no- show" charges unless the Travelers' no-show was due to circumstances beyond their control.

E. **Tax Exemption** – Hotel reservations for **in-state** travel should be done utilizing JAA's tax exemption.

F. **Extending Hotel Stays** - A Traveler shall not extend their hotel stay at the Authority's expense without good cause and prior approval by the Approving Authority. Without good cause and prior approval, the additional stays may not be reimbursable.

Meals

A. **Authorization** - Travelers are authorized to be reimbursed for meals while in travel status at the per diem rates below.

B. **Meal Rates**

1. **Breakfast:** $10, when travel begins before 6 a.m. and extends beyond 8 a.m.
2. **Lunch:** $14, when travel begins before 12:00 noon and extends beyond 2:00 p.m.
3. **Dinner:** $26, when travel begins before 6:00p.m. and extends beyond 8:00p.m., or when travel occurs during nighttime hours due to special assignments.

C. **Daily Per Diem** - A $50 per diem allowance may be paid for any travel, at the option of the Traveler, in lieu of meal rates.

D. **Meals Provided –** When a meal is included, either at an event or hotel breakfast, the meal allowance is not permitted even if the Traveler decides for personal reasons not to eat the meal. Travelers cannot claim mileage for traveling to an off-location site for meals when meals are included.

E. **International Travel Meals** - The per diem rate is double for International Travel and applies for the entire Business Travel Period.

Other Expenses

A. **Authorization** - Travelers may be reimbursed for other expenses incurred while traveling on behalf of JAA, provided expenses are reasonable, economical and a receipt or bill is provided with the iExpense Reimbursement Report.

B. **Tips and Gratuities** - Reasonable tips and gratuities for which there is no receipt are reimbursable up to a maximum of $10 per trip for overnight travel only. Gratuities for business meals should be included with the receipt provided along with other required documentation. If mandatory gratuities or other fees are imposed, and the Traveler cannot "opt out" of those items, they are reimbursable in conjunction with the invoice or receipt in which they are included. As a general rule, tips and gratuities should be no more than 20% of the value of the service.

C. **Communication** - Travelers may be reimbursed for certain communication expenses relating to International Personal and Business Communication. When traveling internationally, an employee can be reimbursed for the purchase of an all-inclusive communication plan from their cell phone carrier. If the plan duration exceeds the Business Travel Period, documentation must be provided showing the minimum duration required by the carrier. In addition, a phone with International Coverage may be obtained from JAA IT department to assist with International Travel communications.

D. **Tolls, Taxi, Train, Subway, and Shuttle Fares** - Tolls, Taxi, Train, Subway and Shuttle fares may be reimbursed provided they are reasonable, and receipts are attached to the iExpense Reimbursement Report. Transportation tips up to 20% will

be reimbursable and should be included in the cost of the fare on the expense report (these tips are not a part of the $10 allowance in the Tips and Gratuities section of this policy). For example: If the fare is $20 and the tip is $4 the total fare is recorded on travel reimbursement as $24.

E. Storage and Parking - Storage for equipment and materials and/or vehicle parking fees while Traveler is on official business may be reimbursed provided they are reasonable, and receipts are attached to the iExpense Reimbursement Report.

F. Dry Cleaning/Laundry - Reasonable cleaning and laundry may be reimbursed on travel lasting 5 or more business travel days and receipts must be attached to the iExpense Reimbursement Report.

Expenses Ineligible for Reimbursement

The following expenses are **not** eligible for reimbursement (not all inclusive):

1. Personal entertainment.
2. Flight insurance.
3. Spouse/companion expenses, unless pre-approved by CEO for specific business related purposes.
4. Childcare expenses.
5. Passports and Visas.
6. Kennel expenses.
7. Traffic tickets and parking fines.
8. Personal items lost, stolen, or damaged during travel.
9. Personal grooming, non-emergency medications.
10. Publications and incidentals.
11. Airline and frequent flyer club fees, hotel club fees, rental car programs or any fees which are required for participation in such programs.
12. Additional room charges/incidentals such as movies, mini bar items and snacks.

Extension of Business Travel

Travelers may extend their Business Travel Period by using accumulated annual leave. The Traveler will not be reimbursed for any expenses incurred on annual leave days that are not part of the Business Travel Period.

Supporting Documentation and Receipts

1. Receipt - The Traveler shall obtain required receipts, which must be legible, show the date, cost and name of person or company paid. Receipts must be machine validated cash register or credit card receipts. If the Traveler cannot provide a receipt, a signed memo is required stating the cost for reimbursement and the reason a receipt is not available.

2. Memos - If a memo is required to authorize an expense for reimbursement, the memo must be dated, state the expense to be reimbursed, the reason for reimbursement, and be signed by the Traveler.

Special Conditions of Travel

A. Authorized Travelers other than JAA Board of Director Members or JAA Employees - The CEO may approve travel by persons who are serving as consultants or advisors to JAA when travel is on behalf of JAA (excluding consultants and advisors whose contract specifies the terms of travel). Travel expense provisions may be made within the consulting agreement and approved as part of the agreement, subject to the maximum limits for reimbursement. If no provision is reflected in the consulting agreement, complete justification must be submitted prior to approval of the travel. Travel expenses for authorized persons shall adhere to the same rates and guidelines outlined in this practice.

B. Joint Travel Missions - When joint ventures are undertaken for business, economic or tourist development purposes, JAA may pay its share of the travel costs based upon the invoice submitted by the host agency. Travel Coordinators shall review the invoices received from host agency to determine the amounts are financially comparable to amounts which would be charged to JAA if JAA were arranging the trip. Any Business Expenses (meals, lodging or incidental expenses) not included in the host agency invoice may be reimbursed in accordance with the guidelines found within this JAA Travel Practice. Prior to undertaking a joint travel mission, the purpose and cost sharing arrangements shall be authorized in advance of the mission as International Travel.

C. Honorarium Travel - Travel in connection with honorarium events may have related costs waived or paid by a sponsoring organization, if written acknowledgement is provided prior to the travel.

D. Emergency Travel - The CEO may authorize travel for any JAA Employee pursuant to emergency notice. iExpense Reimbursement Reports shall be submitted upon completion of emergency travel.

AUTHORITY AND INTERPRETATION:

Finance is responsible for the official interpretation of this business practice. Questions regarding the application of this business practice should be directed to the Finance Department. JAA reserves the right to revise this business practice at any time with or without notice.

This business practice supersedes the previous practice, dated April 4, 2014 as amended.

APPROVED: _____ _____

Mark VanLoh, CEO **Date** 6/10/19

Travel Authorization Form – this form is submitted for approval prior to travel.

TRAVEL AUTHORIZATION

DATE: _____ DIVISION/DEPT _____

NAME: _____ TRAVEL DATES _____

TITLE: _____ MODE OF TRANSPORTATION: _____

COST CENTER #: _____ ESTIMATED TOTAL: 0.00

In compliance with the Authority's Travel Policy and Procedures and the City of Jacksonville's Ordinance Code, Part 7, Travel Expense Reimbursement request is made for authorization to attend the following convention, association or meeting:

Complete Name of Convention, Association or Meeting _____ Place of Meeting (City, State, Country) _____

Dates of Meeting _____

Purpose of Convention, Association or Meeting: If an advance is needed, specify reason and amount requested. Attach appropriate supporting documentation (i.e.: Agenda, course outline, direct pay vouchers, etc.)

_____

_____

_____

Authorized Signatures

Manager/Date _____

Authorized Approver/Date _____

Authorized Approver/Date _____

Processed by Travel Coordinator:

_____
Type Name

_____
Signature

_____
Date

I acknowledge that I have read and understand the Authority's Travel Policy and Procedures. I also certify that the above trip has been properly approved. It is expressly understood and agreed that if a Travel Advance is requested, that the accounting of funds will be due within 5 working days after the date of my return, or it may be deducted from my paycheck. It is also understood that the Travel Expense Report is due within 5 working days after the date of my return.

Traveler's Signature: _____ Date: _____

Revised 2/1/10

Travel Authorization Expense Estimate Form – Is submitted by the Travel Coordinator prior to travel.

Travel Authorization Expense Estimate

Destination (Conference/seminar/place/date - etc.): _____

Date & Hour of travel From: _____ Time: _____
To: _____ Time: _____

	Date	Date 1/1/1900	Date 1/2/1900	Date 1/3/1900	Date 1/4/1900	Total Estimated
Airfare						$0.00
Lodging (Single Room)						$0.00
Registration Fee						$0.00
Breakfast $10 6am-8am						$0.00
Lunch $14 12 pm - 2 pm						$0.00
Dinner $26 6 pm - 8 pm						$0.00
Parking/Tolls						$0.00
Taxi/Shuttle						$0.00
Communication - Business						$0.00
Tips (Baggage Handling)						$0.00
Other expenses: explain						$0.00
Estimated Mileage						$0.00
		Estimated Grand Total for Travel				$0.00

The total above should also appear on the Travel Authorization Form

Revised 2/1/10

NO BID FORM

If your company cannot submit a bid at this time, please provide the information requested in the space provided below and return this form to:

Jacksonville Aviation Authority
Attn: Procurement Department
14201 Pecan Park Road
Jacksonville, FL 32218

Please be sure "NO BID" and the Bid Number are clearly shown on the outside of the envelope. **RETURN THIS FORM ONLY.**

We are unable to submit a bid 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:_____

Telephone Number:_____ Fax Number:_____

Address:_____

City:_____ State:_____ Zip Code:_____