

**C O N T R A C T
BETWEEN
JACKSONVILLE AVIATION AUTHORITY
AND
C & L LANDSCAPE, INC.**

THIS CONTRACT, is executed this 6th day of July 2026, by and between JACKSONVILLE AVIATION AUTHORITY, a Florida public body politic and corporate whose address is 14201 Pecan Park Road, Jacksonville, Florida 32218 (JAA or AUTHORITY), and C&L LANDSCAPE, INC. (HEREINAFTER CALLED THE “CONTRACTOR”), a corporation authorized to do business with the state of Florida, with its principal office located at 1601 E. DUVAL STREET, JACKSONVILLE, FL 32202.

WITNESSETH

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

1. JAA issued an Invitation to Bid (ITB) No. 26-23-45133 in order to procure a firm licensed, qualified and interested in providing Irrigation Maintenance and Repair Services.
2. Contractor submitted its bid to JAA representing that it is capable of providing the necessary services as required by the ITB.
3. In reliance upon Contractor’s representations, JAA selected Contractor as the most qualified to provide the requested service.
4. JAA hereby engages Contractor to perform the services as set forth in the Scope of Services.

The services shall be done strictly in accordance with this Contract, the ITB, and all addendums to the ITB (incorporated by reference) and Company’s proposal (incorporated by reference), (collectively, the “Contract Documents”), and, with respect to non-discriminatory laws, statutes and authorities, the Parties incorporate the attached **Appendix “A.”** All of the documents referenced herein are hereby specifically made a part hereof to the same extent as

if fully set forth herein.

5. The term of this Contract shall commence on October 1, 2026, and terminate on September 30, 2029, with an option to renew for up to two additional years at the sole discretion of JAA and based on vendor performance, annual approved budgeted funds and adherence to all terms and conditions of the Contract Documents. The parties hereto have agreed to contract amount(s) as follows:

CONTRACT TERM	MONTHLY COST	ANNUAL TOTAL
YEAR 1	\$6,933.33	\$83,200.00
YEAR 2	\$6,933.33	\$83,200.00
YEAR 3	\$6,933.33	\$83,200.00
RENEWAL YEAR 1	\$7,000.00	\$84,000.00
RENEWAL YEAR 2	\$7,000.00	\$84,000.00

TOTAL FIVE-YEAR PRICING: \$417,600.00

Hourly Rates	Contract Term Year 1	Contract Term Year 2	Contract Term Year 3	Renewal Year 1	Renewal Year 2
Emergency Services	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
Holiday Services	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
Weekend Services	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00

6. Contractor shall be compensated as set forth in the Contract Documents, which have been incorporated into and made a part of this Contract.
7. Contractor acknowledges that JAA is a body politic and corporate existing under Chapter 2001-319 (Sp. Acts June 5, 2001) Laws of Florida and, as a public or government agency, contracts JAA awards pursuant to a competitive solicitation may be considered for utilization or piggy-backing by other public or government agencies. During the initial duration and any renewals of this contract, Contractor is willing to allow other public or government agencies to purchase additional services and/or supplies at the same terms and conditions bid and/or resulting from the competitive solicitation referenced herein. JAA makes no warranties regarding any services and/or supplies utilized or piggy-backed hereunder, liability for which shall be the sole responsibility of Contractor, against which liability Contractor will indemnify, save, hold harmless, and defend JAA.
8. Nothing in this Contract shall be construed as making Contractor an employee, servant or agent of JAA. Contractor shall pursue the Scope of Services under this Contract as an independent contractor, and shall be solely responsible for the method, manner and means to be utilized in performing the Scope of Service, including but not limited to the supervision and compensation of its own personnel.
9. This Contract may be terminated for convenience by the Authority whenever the Authority determines that such termination is in the best interest of the Authority. Such termination will be affected by a thirty (30) day written notice to the Contractor stating the date upon which the termination shall become effective.
10. Unsatisfactory performance by the Contractor may result in immediate cancellation of this Contract.

11. Termination of this Contract in accordance with its agreed termination provisions will not give rise to any claims of improper termination, termination in bad faith, or the like or to the payment of any compensation, recoupment of expenditures made by Contractor pursuant to this Agreement, or the like predicted in such termination. This Contract is always subject to availability of budgeted funds.
12. The Authority may give the Contractor written notice that there is a material breach of the contract or a written notice to discontinue some or all services under the Contract in the event that:
- a) The Contractor assigns or subcontracts the Scope of Services without prior written permission;
 - b) Any petition is filed, or any proceeding is commenced by or against the Contractor for relief under any bankruptcy or insolvency laws;
 - c) A receiver is appointed for the Contractor's properties or the Contractor commits any act of insolvency (however evidenced);
 - d) The Contractor makes an assignment for the benefit of creditors;
 - e) The Contractor suspends the operation of a substantial portion of its business;
 - f) The Contractor suspends the whole or any part of the Scope of Services to the extent that it impacts the Contractor's ability to meet the Scope of Services schedule, or the Contractor abandons the whole or any part of the Scope of Services;
 - g) The Contractor, at any time, violates any of the conditions or provisions of the Contract Documents, or fails to perform as specified in the Contract Documents, or is not complying with the Contract Documents;
 - h) The Contractor attempts to willfully impose upon the Authority items or workmanship

- that are in the Authority's sole opinion, defective or of unacceptable quality;
- i) The Contractor breaches any of the representations or warranties;
 - j) The Contractor is determined, in the Authority's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to the Authority;
 - k) There is any material change in the financial or business condition of the Contractor.
13. Neither party will be liable for failure or delay performing obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of either party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of force majeure must be given to the other party no later than 10 business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. JAA may elect to terminate or suspend the Agreement or consider all delivery dates under this Agreement affected by force majeure tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist, subject to the availability of funds.
14. This Agreement 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.

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

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

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

For the Authority:	Jacksonville Aviation Authority 14201 Pecan Park Road Jacksonville, Florida 32218 Attn: Devin Reed, Chief Compliance Officer
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For the Contractor:	C&L Landscape, Inc. 1601 E. Duval Street Jacksonville, Florida 32202 Attn: Tana Hamburger, President
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SIGNATURE LINES FOLLOW

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

Attest:

JACKSONVILLE AVIATION AUTHORITY

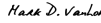
Signed by: Willie Watts
Signed at: 2026-07-30 14:24:13 +00:00
Reason: Witnessing Willie Watts





Willie Watts
Contract Administrator

Signed by: Mark VanLoh
Signed at: 2026-07-31 00:00:38 +00:00
Reason: Witnessing Mark VanLoh





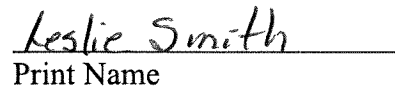
Mark VanLoh, CEO, or
His Designee

(Designee's Name and Title, if applicable)

Attest:

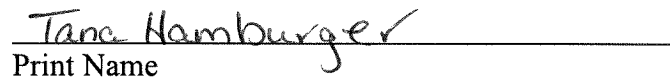
C&L LANDSCAPE, INC.

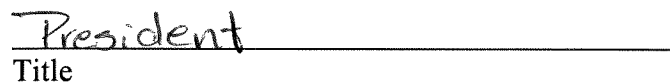

Signature


Print Name


Title


Signature


Print Name


Title

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

Signed by: Devin Reed
Signed at: 2026-07-30 20:41:02 +00:00
Reason: Witnessing Devin Reed





Devin Reed, Chief Compliance Officer

APPENDIX A

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

Attest:

JACKSONVILLE AVIATION AUTHORITY

Willie Watts
Contract Administrator

Mark VanLoh, CEO, or
His Designee

(Designee's Name and Title, if applicable)

Attest:

C&L LANDSCAPE, INC.

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

APPENDIX A

TITLE VI AND OTHER FAA REQUIRED PROVISIONS FOR CONTRACTORS:

(Contractor must incorporate these provisions into all subconsultant / subcontractor agreements)

A. Title VI and Discrimination Federally Required Provisions (to the extent applicable):

1. **Civil Rights – 49 USC § 47123:** In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. For applicable lease agreements or transfer agreements, a transferee hereof is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.
2. **Nondiscrimination:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, the Contractor, for itself, subcontractors, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree not to participate directly or indirectly in discriminatory activity or any kind and that no person on the ground of race, color, or national origin, will be subjected to discrimination in the execution of this Agreement, including employment practices and facilities (see Appendix B of 49 CFR Part 21). With respect to the Agreement, in the event of breach of the above nondiscrimination covenant, the Jacksonville Aviation Authority (Authority or JAA) will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) withholding payments to the Contractor under the contract until the Contractor complies; and/or (ii) cancelling, terminating, or suspending a contract, in whole or in part.
3. **Title VI Solicitation Notice and Related Law Compliance:** As a condition of a grant award, the Authority shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Authority shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law. During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, Contractor, for itself, subcontractors, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, including but not limited to:
 - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - b) 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—

- Effectuation of Title VI of The Civil Rights Act of 1964);
- c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - i) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. **Compliance with Nondiscrimination Requirements:** Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows: **(i) Compliance with Regulations.** Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, which are herein incorporated by reference and made a part hereof; **(ii) Nondiscrimination.** Contractor will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, suppliers and others, and will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including without limitation that set forth in Appendix B of 49 CFR part 21 and amendments; **(iii) Solicitations for Subcontracts, including Procurements of Materials and Equipment.** Contractor will notify each potential subcontractor or supplier of Contractor’s obligations hereunder; **(iv) Information and Reports.** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions and, where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information; **(v) Sanctions for Noncompliance.** In the event of a Contractor’s noncompliance with the nondiscrimination provisions hereunder, Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to withholding payments until compliance and cancelling, terminating, or suspending a contract, in whole or in part; and **(vi) Incorporation of Provisions.** Contractor will include or reference this provision in every subcontract or agreement required hereunder unless exempt by the Acts, the Regulations, and directives issued pursuant thereto, and Contractor will take action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance.

B. Non-Title VI Federally Required Provisions (to the extent applicable):

1. **Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.:** All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA

sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the above-referenced statute and regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. Contractor or subcontractor shall insert in any subcontracts this clause and require subcontractors to include these clauses in any lower tier subcontracts.

2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by Contractor for work required under this Agreement, to be performed under a subcontract, which also includes procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, creed, color, national origin, sex, age, or disability. Contractor will incorporate this Agreement (the Prime Contract) into its subcontract agreements, such that its subcontractors are obligated to Contractor to the same extent Contractor is obligated to JAA under the Prime Contract. However, nothing contained in the Prime Contract creates any contractual relationship between Subcontractor and JAA. Contractor's subcontract agreements shall require its subcontractors to generally agree to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended, as well as those non-discrimination statutes and authorities listed in Paragraph 3, above. For purposes of compliance with this section, Contractor shall furnish documented proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with the above.

3. Breach of Contract Terms: Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Authority will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Authority reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Authority elects to terminate the contract. The Authority's notice will identify a specific date by which the Contractor must correct the breach. Authority may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Authority's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

4. Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its sub-Contractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

5. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to JAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information. The

Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Authority, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, JAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) Withholding payments to the Contractor under the contract until the Contractor complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in part.

7. Incorporation of Provisions: The Contractor will: (i) include the above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto; and (ii) take action with respect to any subcontract or procurement as JAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request JAA to enter into any litigation to protect the interests of JAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

8. Veteran's Preference: In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

9. Clean Air and Water Pollution Control: To the extent applicable, Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.00.

10. Copeland "Anti-Kickback" Act: Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to JAA, a weekly statement on the wages paid to each employee performing on covered work during the prior week.

11. DAVIS-BACON Requirements: To the extent applicable, Contractor and its subcontractors will comply with all David-Bacon Act requirements, including without limitation the minimum wage requirement that all laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

12. Contract Workhours and Safety Standards Act Requirements:

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages. The FAA or the Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

13. Certification of Offeror/Bidder Regarding Debarment: By submitting a bid/proposal under this solicitation, Contractor certifies that neither it nor its principals nor its subcontractors are presently debarred or suspended by any Federal department or agency from participation in this transaction. The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by: (i) checking the System for Award Management at website: <http://www.sam.gov>; (ii) collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above; and (iii) inserting a clause or condition in the covered transaction with the lower tier contract. If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

14. Anti-Lobbying: By signing and submitting a bid or proposal in this matter, Contractor, to the best of its knowledge and belief, certifies that: (i) no Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of the Authority, an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; (ii) if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Authority, any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (iii) Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

15. Tax Delinquency and Felony Convictions: By signing and submitting a bid or proposal in this matter, Contractor, to the best of its knowledge and belief, certifies that it: (i) does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (ii) was convicted of a criminal violation under any Federal law within the preceding 24 months.

16. Texting When Driving and Video Surveillance and Telecommunication: In accordance with Executive Order 13513 and DOT Order 3902.10, JAA encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all subcontractor contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project. Contractor and Subcontractor agree to comply with standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

17. Safe Work Environment: All contracts and subcontracts that result from this matter incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

18. Tax Delinquency And Felony Convictions: By submitting a bid or proposal under this matter, Contractor certifies that neither it nor its subcontractors has: (i) had any unpaid Federal tax liability assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;

and (ii) not been convicted of a criminal violation under any Federal law within the preceding 24 months.

19. Trade Restriction Certification: By submitting a bid or proposal under this matter, Contractor certifies that neither it nor its subcontractors: (i) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR); (ii) has knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and (iii) has entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR. Contractor agrees that, if awarded a contract resulting from this solicitation, it will: (i) incorporate this provision for certification without modification in all lower tier subcontracts; and (ii) provide immediate written notice to JAA if Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that Contractor or its subcontractors knowingly rendered an erroneous certification, the FAA may direct through JAA cancellation of the contract or subcontract for default at no cost to JAA or FAA.

20. Buy American and Domestic Preference: By submitting a bid or proposal under this matter, Contractor certifies that, to the greatest extent practicable, it and its subcontractors have provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322. To the extent applicable, Contractor certifies that: (i) its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list (Contractor must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer; otherwise, JAA may reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA); and (ii) all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

21. Prohibition of Covered Unmanned Aircraft Systems: Contractor certifies that it is aware of and complies with relevant Federal statutes and regulations, including those from the FAA, for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note). Contractor warrants that all UAS operations will be conducted in full compliance with all applicable FAA regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations. Authority and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related

to covered UAS. This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

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EXHIBIT A

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.

Tana Namburger
Signature
Tana Namburger President
Name of Official (type or print)

C+L Landscape Inc
Company Name
1601 E. Duval St.
Business Address
Jax. FL. 32207
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 B

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 President (Title) of C+L Landscape Inc. (Company).
3. C+L Landscape Inc. (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. C+L Landscape Inc. (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.

Tana Hamburger
Signature

Tana Hamburger
Print Name

President
Title

C+L Landscape Inc.
Company

904-353-6620
Phone Number

EXHIBIT C
Irrigation System Locations

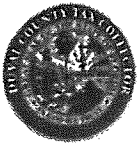
<u>SITE</u>	<u>TYPE OF STATION AND NUMBER OF ZONES</u>
1. JAA ADMINISTRATION BUILDING	RAIN BIRD / 16 ZONES / WELL PUMP
2. COURTESY WAITING PARKING LOT	RAIN BIRD/15 ZONES/CITY WATER SYSTEM
3. ECONOMY PARKING LOT NO. 1	RAIN BIRD / 28 ZONES / CITY WATER
4. ECONOMY PARKING LOT NO. 3	RAIN BIRD / 44 ZONES / CITY WATER
5. DAILY SURFACE LOT PARKING GARAGE - 2026	NOT APPLICABLE AT THIS TIME
6. BARNSTORMER ROAD	MANUAL VALVES / 4 ZONES / CITY WATER
7. HOOVER PUMP AT POND NO. 3	HUNTER TIMER / 7 ZONES / HOOVER PUMP

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

EXHIBIT E

REFERENCE QUESTIONNAIRE

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

**2025 - 2026 LOCAL BUSINESS TAX RECEIPT****JIM OVERTON, DUVAL COUNTY TAX COLLECTOR**

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 255-5700, option 3 Fax: (904) 255-8403
<https://duvaltc.com>

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2025 through September 30, 2026.

C & L LANDSCAPE
PO BOX 23425
JACKSONVILLE, FL 32241

ACCOUNT NUMBER: 16203
BUSINESS NAME: C & L LANDSCAPE
PHYSICAL ADDRESS: 1601 E DUVAL ST
JACKSONVILLE, FL 32202-1513
CLASSIFICATION CODE: 326008 PUBLIC SERVICE OR REPAIR, NOT SPECIFIED

STATE LICENSE NO:

COUNTY TAX: 50.00
MUNICIPAL TAX: 101.25
COUNTY LATE PENALTY: 0.00
MUNICIPAL LATE PENALTY: 0.00
TOTAL TAX: 151.25

RENEWAL

VALID UNTIL September 30, 2026

2025 - 2026

*****ATTENTION*****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

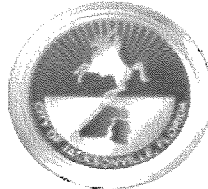
JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid 027-26-00655420

08/12/2025 \$ 151.25

Office of Economic Development



A NEW DAY.

Tana Hamburger
C&L Landscape, Inc.
1601 East Duval Street
Jacksonville, Florida 32202

Re: Recertification Extension

The City of Jacksonville is pleased to announce that your company has been recertified as a Jacksonville Small and Emerging Business Enterprise (JSEB). This certification enables your company to compete for work and perform work as a JSEB enterprise. JSEB certification does NOT guarantee work.

909 BUILDING CONSTRUCTION SERVICES, NEW (INCL. MAINTENANCE AND REPAIR SERVICES)

- 21 Building Construction, Industrial (Warehouse, etc.)
- 25 Building Construction, Prefabricated (All Types)
- 26 Building Construction, Agricultural
- 27 Building Construction, Educational
- 28 Building Construction, Medical
- 29 Building Construction, Religious
- 30 Building Construction (Not Otherwise Classified)
- 33 Contractor Compliance Monitoring Services
- 37 Doors and Windows
- 45 Finishes: Flooring, Wall and Ceiling, etc.
- 48 Furnishings: Artwork, Cabinets, Furniture, Window Treatments, etc.
- 54 Home Construction, Single Family
- 57 Land Development and Sub-Division Services
- 60 Maintenance and Repair, Industrial Building
- 61 Maintenance and Repair, Non-Residential Building
- 62 Maintenance and Repair, Residential Buildings (Incl. Single Family Homes and Apartments)
- 63 Maintenance and Repair, Commercial and Institutional Building
- 64 Maintenance and Repair, Agricultural Building
- 66 Maintenance and Repair, Educational Building
- 67 Maintenance and Repair, Medical Building- 68
- 76 Site Work (Incl. Site Clean-Up)

910 BUILDING MAINTENANCE, INSTALLATION AND REPAIR SERVICES

- 52 Maintenance and Repair Services, Building (Not Otherwise Classified)

912 CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE AND REPAIR SERVICES)

- 19 Clearing and Grubbing Services
- 26 Construction, Irrigation System
- 27 Construction, Irrigation System
- 50 Maintenance and Repair, Golf Course
- 52 Maintenance and Repair, Hike and Bike Trails

Office of Economic Development



A NEW DAY.

913 CONSTRUCTION SERVICES, HEAVY (INCL. MAINTENANCE AND REPAIR SERVICES)

- 56 Construction, Utility/Underground Projects
- 89 Maintenance and Repair, Utility/Underground Projects

914.00 CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)

- 84 Trade Services, Construction (Not Otherwise Classified)

934.00 EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR LAUNDRY, LAWN, PAINTING, PLUMBING, AND SPRAYING EQUIPMENT

- 37 Irrigation Systems Maintenance and Repair

958.00 MANAGEMENT SERVICES

- 62 Irrigation System Management Services

959.00 MARINE CONSTRUCTION AND RELATED SERVICES; MARINE EQUIPMENT MAINTENANCE AND REPAIR

- 35 Construction Services, General (Marine)
- 42 Docking and Stevedoring Services
- 90 Waterfront Construction Services Including Piers, Docks, Decking, etc. (Includes Maintenance and Repair)

988.00 ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES

- 02 Arborist Services
- 03 Athletic Field Maintenance
- 07 Cleaning of Amusement Areas, Exposition Centers, Grounds, Parks, Picnic Areas, Rest Areas, Etc.
- 08 Cleaning of Roadside Park (Rest Stop) Areas Including Privy Vaults, Septic Tanks and Trash Cans
- 15 Fence Installation, Maintenance and Repair
- 32 Grading (Of Parking Lots, etc. - Not Road Building)
- 36 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.
- 38 Hydromulching Services
- 52 Landscaping (Including Design, Fertilizing, Planting, etc., But Not Grounds Maintenance or Tree Trimming Services)
- 56 Litter Removal Services (Including Beach Cleaning) (For Buildings See 910-27)
- 59 Mulch/Compost Production Services
- 63 Park Area Construction/Renovation
- 75 Roadside Maintenance Services (Including Mowing, etc.)
- 88 Tree Trimming and Pruning Services
- 89 Weed and Vegetation Control (Including Aquatic Weed Control)

C&L Landscape, Inc. will be identified as a certified JSEB on our website for tracking purposes. The City of Jacksonville's Jacksonville Small and Emerging Business website can be found at www.jseb.jacksonville.gov.

Office of Economic Development



A NEW DAY.

Your company's stature with the City of Jacksonville is active for one additional year provided there are no changes in ownership, control/operations of the company, or eligibility requirements during this certification period. Please be advised that you are required to notify this agency immediately of any changes in your business ownership, control/operations, or business service capabilities.

Sincerely,

Signed by:

Gregory Grant

5290E58F081142C

Greg Grant, EBO/JSEB Administrator

Equal Business Opportunity Office-Jacksonville Small Emerging Business Program

Certification Approval Date:

October 1, 2025

Certification Expiration Date:

September 30, 2026



License Certificate

SMITH LESLIE H

This is to certify that

is the qualifying agent for C & L LANDSCAPE INC.

and has met all the requirements of law and this Board and is
certified as a IRRIGATION CONTRACTOR
contractor expires OCTOBER 01, 2027

No. 1 - 45

Clifford D. Snell

Date issued: 10/3/2025

CHAIRMAN

This certificate must be renewed by OCTOBER 01, 2027 to remain valid. An application for renewal must be filed with the Board by September 30th to obtain a new card. This certificate is void unless signed and requested information is supplied on reverse side. This certificate must be carried on person at all times while working.

LICENSE CERTIFICATE

This is to certify that the
following licensee has met all
the requirements of law and
this Board and therefore this
License certificate is renewed
as follows :

CITY OF JACKSONVILLE, FLORIDA
CONSTRUCTION TRADES
QUALIFYING BOARD



Q/A : SMITH LESLIE H
Name : C & L LANDSCAPE INC.
Address : 1601 EAST DUVAL STREET
JACKSONVILLE FL 32202

Type : 1

No. : 1 - 45

Date issued : 10/3/2025

License Year : 2025 / 2027

Expiration Date OCTOBER 01, 2027

Aaron Hamburger

Landscape and Irrigation Specialist
C&L Landscape Inc.

Jacksonville, Florida |904-353-6620| Aaronhamburger1123@gmail.com

Experience

- Landscape installation and design
- Irrigation installation and repair

2018-present

Education

Mandarin High School Graduate

2018

Skills & abilities

- All aspects of landscape installation and design.
- Irrigation design, installation, and repair.

BIOGRAPHY:

Aaron has approximately 10 years of experience in landscape and irrigation work for commercial and residential properties.

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

Name of Business:	C4 Landscape Inc.		Nature of Business: Construction Landscape & Irrigation
Physical Address of Business: (not a PO Box)	1601 E. Duval Street		
Type of Business	Circle One: <u>Corporation</u>	Sole Proprietor	Partnership Other
City / State / Zip	Jax FL 32202		
Local Phone Number:	904-353-6620	Fax Number:	904-355-5985
Date Business was established in NMA:	10/13/93	Number of employees living in the NMA:	15
County Location:	Duval	Contact Email Address:	Tana@c4landscape.com
Owners Name:	Tana Hamburger		
Business License County:	Duval	Date License Issued:	8/12/25

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: Tana Hamburger Date: 6/25/26

Printed Name: Tana Hamburger Title: President

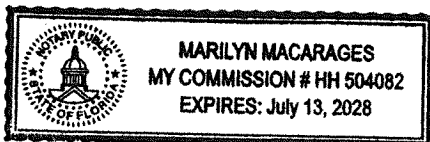
Sworn to and subscribed before me this 25 day of June, 20 26.

By: Tana Hamburger
 (Affiant's Printed Name)

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

State of Florida

Notary seal



Marilyn Macarages
 (Signed by Notary)

Marilyn Macarages
 (Notary's Printed Name)
 My Commission Expires: July 13, 2028

JAA SOLICITATION



JAA
Jacksonville
Aviation
Authority



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.: 26-23-45133

***IRRIGATION MAINTENANCE AND REPAIR SERVICES
FOR THE JACKSONVILLE AVIATION AUTHORITY***

**JACKSONVILLE INTERNATIONAL AIRPORT
JACKSONVILLE, FL**

**Procurement Administrator: Willie Watts
Director of Procurement: Kathleen Fisher**

**JAA Department of Procurement 14201 Pecan Park Road, Jacksonville, Florida 32218
Email: willie.watts@flyjacksonville.com (Phone) 904.741.3542**

INVITATION TO BID
NUMBER 26-23-45133
IRRIGATION MAINTENANCE AND REPAIR SERVICES
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 10:00 AM (local time), Wednesday, June 10, 2026 at the JAA Administration Building, 14201 Pecan Park Road, Jacksonville, FL 32218.

As a courtesy and to assist in preparing an attendance roster, please email willie.watts@flyjacksonville.com if you plan to attend.

A tour of the areas will be provided at the close of the meeting. The tour is anticipated to be 1 1/2 hours in duration.

Questions regarding this bid must be received by 5:00 PM (local time) on Friday, June 12, 2026 for consideration.

JAA will receive bids electronically via DemandStar.com until 2:00 PM (local time) on Monday, June 29, 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 26-23-45133, which may be obtained on Thursday, May 28, 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.

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EXHIBIT B – AFFIDAVIT OF FOREIGN CONCERN AND HUMAN TRAFFICKING	
EXHIBIT C – IRRIGATION SYSTEM LOCATIONS	
EXHIBIT D – LOCAL BUSINESS VERIFICATION FORM	
EXHIBIT E – REFERENCE QUESTIONNAIRE	
EXHIBIT F – DRAFT CONTRACT	
EXHIBIT G – REGISTERING AND NAVIGATING DEMANDSTAR	
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 (local time) on Monday, June 29, 2026. Bids must be uploaded into DemandStar.com E-Bidding System prior to 2:00 PM on Monday, June 29, 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 irrigation maintenance and repair services (the “Services”). The Bids will be publicly opened via Tele-Conference. Join by phone call 1-408-418-9388, access code: 2869 825 4305# Please email willie.watts@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 G**.

All Bids must be submitted in accordance with ITB No. 26-23-45133, which may be obtained on Thursday, May 28, 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: Willie Watts. Requests **MUST** be transmitted via email to willie.watts@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 (local time) on Friday, June 12, 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) 741-3542 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 will submit proof of a minimum of five (5) years' experience immediately prior to the date of the Bid Opening in the business of troubleshooting, diagnosing, repairing and maintaining all types of landscape irrigation systems, pumps and wells.
- B. Respondent will submit resumes of personnel performing work under this contract showing a minimum of three (3) years' experience in the irrigation service field.
- C. Respondent must provide a minimum of 3 references that verify the Mandatory Respondent Criteria, letter A, as listed above.

NOTE: THE RESPONDENT SHOULD SEND THE REFERENCE QUESTIONNAIRE (**EXHIBIT E**) TO THREE REFERENCES.

JAA WILL ACCEPT THE REFERENCE FORM **ONLY** FROM THE INDIVIDUAL COMPLETING THE REFERENCE QUESTIONNAIRE. THE REFERENCE FORM SHOULD BE E-MAILED DIRECTLY TO willie.watts@flyjacksonville.com WITH THE ITB NO. 26-23-45133 IN THE SUBJECT LINE.

As part of this solicitation, Respondent references are considered very important. As such, JAA will contact and evaluate the responses it receives from each reference provided in response to this solicitation. To the extent contact with proposed references cannot be made or the proposed references indicate a lack of knowledge or awareness of a Respondent, the same will be negatively reflected in JAA's evaluation of Respondent's responsibility or ability to perform the Scope of Work contemplated herein. Therefore, prior to proposing references, Respondents are encouraged to contact those individuals or entities being proposed as references in order to ensure that: (i) their contact information is current and correct; (ii) they are knowledgeable and aware of the issues for which they are being proposed as references; and (iii) they are ready, willing, able and/or permitted to provide the reference information being sought.

JAA reserves the right to reject any and all Bids, in whole or in part, or to waive any non-conformance in Bids or any other bid irregularities whenever such rejection or waiver is minor in nature and is in the best interest of JAA.

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. Award will be made to the lowest total amount for the initial contract term, plus the optional renewals, for Irrigation Maintenance and Repair Services. If a tie exists, award will be made to the lowest hourly rate received for the initial contract term plus optional renewals.**

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 A**, 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 NON-MANDATORY 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: Willie Watts. Requests **MUST** be transmitted via email to willie.watts@flyjacksonville.com. Each Respondent is fully responsible for ensuring that their requests for written interpretations or corrections are 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 10:00 AM (local time), Wednesday, June 10, 2026 at the JAA Administration Building, 14201 Pecan Park Road, Jacksonville, FL 32218.

As a courtesy and to assist in preparing an attendance roster, please email willie.watts@flyjacksonville.com if you plan to attend.

A tour of the areas will be provided at the close of the meeting. The tour is anticipated to be 1 1/2 hours in duration.

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

As a material requirement of this bid, each Respondent must furnish evidence from a surety bond company in the amount of **0 percent (0%)** 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

The successful Respondent must furnish a performance bond in the amount of **\$0** 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

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 Irrigation Maintenance and Repair Services, ITB Number 26-23-45133; 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 an initial three-year term, with renewal options of up to two years 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 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. 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.
- J. 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.
- K. 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.
- L. The Respondents/Subcontractors/Independent Operators employees will not be assisted or accompanied by non-employees during the performance of the Scope of Services.
- M. The Respondent will furnish all equipment and supplies necessary to perform the services of the Contract.

- N. The Respondent is liable for any expense incurred as a consequence of any traffic infraction or parking violations attributable to employees of the Respondent.
- O. 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.

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 26-23-45133 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.

The JAA is seeking a qualified company to provide irrigation system maintenance and repair service of all irrigation systems servicing JIA. JAA intends to award this contract to a single vendor. JAA reserves the right to seek quotes for irrigation/pump system upgrades.

3.02 SCOPE OF SERVICES

- A. Provide at least one qualified service personnel (see Article I- Section 1.09 Mandatory Respondent Criteria, Letter B) that is directly employed by the Respondent to perform services two (2) days per week.
- B. Supply all labor, tools, vehicles and rental equipment to complete necessary maintenance and repairs. JAA will provide replacement parts. The JAA has a sufficient supply of parts to maintain the irrigation system. JAA will be responsible for procuring all replacement parts for maintenance and repair services.
- C. Respondent is responsible for maintenance and repairs to keep the main system operational, including the Pump Station at Pond No. 3, all mains, valves (including solenoids), electrical valve wiring (buried and otherwise), piping and heads, including eight additional smaller remote systems.
- D. Operate irrigation at an appropriate seasonal schedule to follow St. Johns River Management Program using the least amount of water necessary to maintain the growth, health and vigor of all landscape plant materials.
- E. Monitoring – All underground irrigation zones shall be operated and visually checked for leaks, broken heads, heads out of adjustment and improperly functioning electric valves.
- F. Broken Irrigation Lines – Repair broken underground irrigation lines in accordance with all applicable codes.
- G. Broken Heads – Replace with new identical heads or repair with original manufactured parts, to function in accordance with manufacturer's specifications.
- H. Faulty Valves – Replace with new identical valves or repair to original manufacturer's specification.
- I. Clogged Heads – Examine for material(s) clogged in the head. Head shall be disassembled, cleaned, reassembled and checked.
- J. Wiring Problems – Locate any underground wiring breaks. Breaks shall be repaired in accordance with all applicable local codes and waterproof connectors.
- K. Underground Installation repairs – any underground main pipe repairs shall be marked with metallic tape or low voltage wires prior to backfill (if applicable). Underground irrigation repairs shall be performed in accordance with all applicable codes.
- L. Restore any landscape to its original condition, including re-seeding, re-planting shrubs, mulching and straw as needed.
- M. Re-program irrigation controllers a minimum of once a month in order to match plant material water needs.

- N. Maintain a log of current sprinkler station times. Copy of the log to be given to JAA Inspector after routine inspection. Log to include but not limited to: Controller locations, scheduled days to run, start times, station location, each station's run time, end time and Technicians initial and date.
- O. The sprinkler system shall be fully activated no later than the second week of March. System should be charged, and all lines, zones and heads shall be inspected and set. Turn on shall include minor repairs and adjustments including installation of new batteries in time clocks. Time clocks shall be set so each zone operates individually and set for watering.

System must be adjusted for winter watering after the first official meteorological determined freeze.
- P. Turn off irrigation system when a sufficient amount of rainfall has occurred until it is necessary to water again. A properly adjusted automatic rain shut off device may be used for this purpose.
- Q. Report and flag all water leaks and/or system malfunctions to JAA Inspector.
- R. BACK-UP/EMERGENCY SERVICES to include:
 - a. Activities performed under this contract are designed to minimize the incidence of unscheduled or emergency situations. However, backup service shall be provided as often as needed, 24 hours a day, weekends and legal holidays included, minimizing downtime and inconvenience.
 - b. Emergency service reported to the Respondent by telephone or otherwise shall be performed within forty-eight (48) business hours of receipt of notification from JAA. The Respondent shall acknowledge the emergency request for services within one (1) hour to the JAA Inspector.

3.04 UNIFORMS

The Respondent will provide for its personnel a distinctive uniform (shirt and pants). Including inclement weather gear, safety equipment and identification badges or woven identification insignia. The type and style shall be subject to the prior and continuing approval of the JAA. The Respondent's employees and those of any Subcontractor shall wear these uniforms and identification badges or insignia at all times while performing the requirements of this contract. The Respondent agrees that its employee will present a neat, clean and orderly appearance at all times and that it shall supply its employee with sufficient uniforms to comply with said requirements.

3.03 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 F**).

3.04 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.

3.05 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. **Late Response Violation** – To a callback and service request, this would apply, for example but is not limited to, if the technician acknowledged a service call written or verbally, but did not respond to the location within the required four (4) hours for standard service time, standard after

hours service time and holidays or two (2) hours for emergency response time will be subject to a deduction of \$250 per violation, per occurrence.

- b. **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.
- c. **Service Level Expectations** – To a callback for the same service request within seven (3) days will be subject to a deduction of \$500 per violation, per occurrence.
- d. **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.

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ARTICLE IV– BID FORM

Respondent's Name: _____
CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED

(Page 1 of 3)

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

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)

- a. Respondent will submit proof of a minimum of five (5) years' experience immediately prior to the date of the Bid Opening in the business of troubleshooting, diagnosing, repairing and maintaining all types of landscape irrigation systems, pumps and wells.

Respondent's Initial: _____

- b. Respondent will submit resumes of personnel performing work under this contract showing a minimum of three (3) years' experience in the irrigation service field.

Respondent's Initial: _____

- c. Respondent must provide a minimum of 3 references that verify the Mandatory Respondent Criteria, letter A, as listed above.

Respondent's Initial: _____

NOTE: THE RESPONDENT SHOULD SEND THE REFERENCE QUESTIONNAIRE (**EXHIBIT E**) TO THREE REFERENCES.

JAA WILL ACCEPT THE REFERENCE FORM **ONLY** FROM THE INDIVIDUAL COMPLETING THE REFERENCE QUESTIONNAIRE. THE REFERENCE FORM SHOULD BE E-MAILED DIRECTLY TO willie.watts@flyjacksonville.com WITH THE ITB NO. 26-23-45133 IN THE SUBJECT LINE.

B. Responsible Respondent Criteria (Refer to Section 1.10)

Bid Price. Award will be made to the lowest total amount for the initial contract term, plus the optional renewals, for Irrigation Maintenance and Repair Services. If a tie exists, award will be made to the lowest hourly rate received for the initial contract term plus optional renewals.

PRICING- IRRIGATION MAINTENANCE AND REPAIR SERVICES:

	MONTHLY COST	ANNUAL TOTAL
Year 1 Contract Term	PER MONTH \$ _____	\$ _____
Year 2 Contract Term	PER MONTH \$ _____	\$ _____
Year 3 Contract Term	PER MONTH \$ _____	\$ _____
Renewal Year No. 1	PER MONTH \$ _____	\$ _____
Renewal Year No. 2	PER MONTH \$ _____	\$ _____

TOTAL FIVE YEAR PRICING: \$ _____

ARTICLE IV– BID FORM

Respondent's Name: _____

(Page 2 of 3)

Hourly Rates	Bid Price Year 1 Contract Term	Bid Price Year 2 Contract Term	Bid Price Year 3 Contract Term	Bid Price Renewal Year No. 1	Bid Price Renewal Year No. 2
Emergency Services	\$	\$	\$	\$	\$
Holiday Services	\$	\$	\$	\$	\$
Weekend Services (Saturday and Sunday)	\$	\$	\$	\$	\$

- C. Conflict of Interest Certificate (Exhibit A)
- 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. **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.

ARTICLE IV– BID FORM

Respondent's Name: _____

(Page 3 of 3)

M. 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

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

Name of Official (type or print)

Company Name

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

Name of Official (type or print)

Company Name

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 B

**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 C
Irrigation System Locations

<u>SITE</u>	<u>TYPE OF STATION AND NUMBER OF ZONES</u>
1. JAA ADMINISTRATION BUILDING	RAIN BIRD / 16 ZONES / WELL PUMP
2. COURTESY WAITING PARKING LOT	RAIN BIRD/15 ZONES/CITY WATER SYSTEM
3. ECONOMY PARKING LOT NO. 1	RAIN BIRD / 28 ZONES / CITY WATER
4. ECONOMY PARKING LOT NO. 3	RAIN BIRD / 44 ZONES / CITY WATER
5. DAILY SURFACE LOT PARKING GARAGE - 2026	NOT APPLICABLE AT THIS TIME
6. BARNSTORMER ROAD	MANUAL VALVES / 4 ZONES / CITY WATER
7. HOOVER PUMP AT POND NO. 3	HUNTER TIMER / 7 ZONES / HOOVER PUMP

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

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 Expires: _____

EXHIBIT E

REFERENCE QUESTIONNAIRE

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

EXHIBIT “E”

REFERENCE QUESTIONNAIRE ITB No. 26-23-45133

(Page 1 of 2)

Proposer's Name: _____
(Insert Name of Company Reference is being submitted for)

Individual Completing Reference (Name): _____

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

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

2. Please rate your overall satisfaction with the Proposer on a scale of 1 to 5, with 1 being “least satisfied” and 5 being “most satisfied.” _____
3. If you answered three (3) or less to the previous question, what could the Proposer have done to improve their rating?

4. Please indicate your level of satisfaction with the Proposer’s project management structures, processes, and personnel. Use a scale of 1 to 5; with 1 being “least satisfied,” and 5 being “most satisfied.” _____
5. If you answered three (3) or less to the previous question, what could the Proposer have done to improve their rating?



**REFERENCE
QUESTIONNAIRE ITB No.
26-23-45133**

Continued

(Page 2 of 2)

Proposer's Name: _____

(Insert Name of Company Reference is being submitted)

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

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

8. Additional Comments or Feedback:

NOTE: THE RESPONDENT SHOULD SEND THE REFERENCE QUESTIONNAIRE TO THREE REFERENCES.

JAA WILL ACCEPT THE REFERENCE FORM ONLY FROM THE INDIVIDUAL COMPLETING THE REFERENCE QUESTIONNAIRE. THE REFERENCE FORM SHOULD BE E-MAILED DIRECTLY TO WILLIE.WATTS@FLYJACKSONVILLE.COM WITH THE ITB NO. 26-23-45133 IN THE SUBJECT LINE.

As part of this solicitation, Respondent references are considered very important. As such, JAA will contact and evaluate the responses it receives from each reference provided in response to this solicitation. To the extent the required reference questionnaires are not received, contact with proposed references cannot be made, or the proposed references indicate a lack of knowledge or awareness of Respondent, the same will be negatively reflected in JAA's evaluation and award of points for this factor. Therefore, prior to proposing references, Respondents are encouraged to contact those individuals or entities being proposed as references in order to ensure that: (i) their contact information is current and correct; (ii) they are knowledgeable and aware of the issues for which they are being proposed as references; and (iii) they are ready, willing, able and permitted to provide the reference information being sought.

Person Responding to Reference Questionnaire: _____
(Printed Name)

(Signature)

Person's Title: _____ Phone Number: _____

Email: _____

Date Reference Form Was Completed: _____

EXHIBIT F

DRAFT CONTRACT

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**C O N T R A C T
BETWEEN
JACKSONVILLE AVIATION AUTHORITY
AND
X**

THIS CONTRACT, is executed this X day of X, 202X, by and between JACKSONVILLE AVIATION AUTHORITY, a Florida public body politic and corporate whose address is 14201 Pecan Park Road, Jacksonville, Florida 32218 (JAA or AUTHORITY), and X (HEREINAFTER CALLED THE “CONTRACTOR”), a corporation authorized to do business with the state of Florida, with its principal office located at X.

WITNESSETH

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

1. JAA issued a Request for Proposal (ITB) No. 26-23-45133 in order to procure a firm licensed, qualified and interested in providing Irrigation Maintenance and Repair Services.
2. Contractor submitted its bid to JAA representing that it is capable of providing the necessary services as required by the ITB.
3. In reliance upon Contractor’s representations, JAA selected Contractor as the most qualified to provide the requested service.

4. JAA hereby engages Contractor to perform the services as set forth in the Scope of Services.

The services shall be done strictly in accordance with this Contract, the ITB, and all addendums to the ITB (incorporated by reference) and Company’s proposal (incorporated by reference), (collectively, the “Contract Documents”), and, with respect to non-discriminatory laws, statutes and authorities, the Parties incorporate the attached **Appendix “A.”** All of the documents referenced herein are hereby specifically made a part hereof to the same extent as

if fully set forth herein.

5. The term of this Contract shall commence on X, 202X, and terminate on X, 202X, with an option to renew for up to two additional years at the sole discretion of JAA and based on vendor performance, annual approved budgeted funds and adherence to all terms and conditions of the Contract Documents. The parties hereto have agreed to contract amount(s) as follows:

CONTRACT TERM	CONTRACT AMOUNT

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

save, hold harmless, and defend JAA.

8. Nothing in this Contract shall be construed as making Contractor an employee, servant or agent of JAA. Contractor shall pursue the Scope of Services under this Contract as an independent contractor, and shall be solely responsible for the method, manner and means to be utilized in performing the Scope of Service, including but not limited to the supervision and compensation of its own personnel.
9. This Contract may be terminated for convenience by the Authority whenever the Authority determines that such termination is in the best interest of the Authority. Such termination will be affected by a thirty (30) day written notice to the Contractor stating the date upon which the termination shall become effective.
10. Unsatisfactory performance by the Contractor may result in immediate cancellation of this Contract.
11. Termination of this Contract in accordance with its agreed termination provisions will not give rise to any claims of improper termination, termination in bad faith, or the like or to the payment of any compensation, recoupment of expenditures made by Contractor pursuant to this Agreement, or the like predicted in such termination. This Contract is always subject to availability of budgeted funds.
12. The Authority may give the Contractor written notice that there is a material breach of the contract or a written notice to discontinue some or all services under the Contract in the event that:
 - a) The Contractor assigns or subcontracts the Scope of Services without prior written permission;
 - b) Any petition is filed, or any proceeding is commenced by or against the Contractor for

- relief under any bankruptcy or insolvency laws;
- c) A receiver is appointed for the Contractor's properties or the Contractor commits any act of insolvency (however evidenced);
 - d) The Contractor makes an assignment for the benefit of creditors;
 - e) The Contractor suspends the operation of a substantial portion of its business;
 - f) The Contractor suspends the whole or any part of the Scope of Services to the extent that it impacts the Contractor's ability to meet the Scope of Services schedule, or the Contractor abandons the whole or any part of the Scope of Services;
 - g) The Contractor, at any time, violates any of the conditions or provisions of the Contract Documents, or fails to perform as specified in the Contract Documents, or is not complying with the Contract Documents;
 - h) The Contractor attempts to willfully impose upon the Authority items or workmanship that are in the Authority's sole opinion, defective or of unacceptable quality;
 - i) The Contractor breaches any of the representations or warranties;
 - j) The Contractor is determined, in the Authority's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to the Authority;
 - k) There is any material change in the financial or business condition of the Contractor.
13. Neither party will be liable for failure or delay performing obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of either party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond

the party's reasonable control. Written notice of force majeure must be given to the other party no later than 10 business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. JAA may elect to terminate or suspend the Agreement or consider all delivery dates under this Agreement affected by force majeure tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist, subject to the availability of funds.

14. This Agreement 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.

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

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

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

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

For the Authority:

Jacksonville Aviation Authority
14201 Pecan Park Road
Jacksonville, Florida 32218
Attn: Devin Reed, Chief Compliance Officer

For the Contractor:

X

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SIGNATURE LINES FOLLOW

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

Attest:

JACKSONVILLE AVIATION AUTHORITY

Name
Contract Administrator

Mark VanLoh, CEO, or
His Designee

(Designee's Name and Title, if applicable)

Attest:

X

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

APPENDIX A

TITLE VI AND OTHER FAA REQUIRED PROVISIONS FOR CONTRACTORS:

(Contractor must incorporate these provisions into all subconsultant / subcontractor agreements)

A. Title VI and Discrimination Federally Required Provisions (to the extent applicable):

1. **Civil Rights – 49 USC § 47123:** In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. For applicable lease agreements or transfer agreements, a transferee hereof is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.
2. **Nondiscrimination:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, the Contractor, for itself, subcontractors, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree not to participate directly or indirectly in discriminatory activity or any kind and that no person on the ground of race, color, or national origin, will be subjected to discrimination in the execution of this Agreement, including employment practices and facilities (see Appendix B of 49 CFR Part 21). With respect to the Agreement, in the event of breach of the above nondiscrimination covenant, the Jacksonville Aviation Authority (Authority or JAA) will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) withholding payments to the Contractor under the contract until the Contractor complies; and/or (ii) cancelling, terminating, or suspending a contract, in whole or in part.
3. **Title VI Solicitation Notice and Related Law Compliance:** As a condition of a grant award, the Authority shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Authority shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law. During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, Contractor, for itself, subcontractors, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- b) 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- i) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. **Compliance with Nondiscrimination Requirements:** Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows: **(i) Compliance with Regulations.** Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, which are herein incorporated by reference and made a part hereof; **(ii) Nondiscrimination.** Contractor will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, suppliers and others, and will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including without limitation that set forth in Appendix B of 49 CFR part 21 and amendments; **(iii) Solicitations for Subcontracts, including Procurements of Materials and Equipment.** Contractor will notify each potential subcontractor or supplier of Contractor’s obligations hereunder; **(iv) Information and Reports.** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions and, where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information; **(v) Sanctions for Noncompliance.** In the event of a Contractor’s noncompliance with the nondiscrimination provisions hereunder, Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to withholding payments until compliance and cancelling, terminating, or suspending a contract, in whole or in part; and **(vi) Incorporation of Provisions.** Contractor will include or reference this provision in every subcontract or agreement required hereunder unless exempt by the Acts, the Regulations, and directives issued pursuant thereto, and Contractor will take action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance.

B. Non-Title VI Federally Required Provisions (to the extent applicable):

1. Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the above-referenced statute and regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. Contractor or subcontractor shall insert in any subcontracts this clause and require subcontractors to include these clauses in any lower tier subcontracts.

2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by Contractor for work required under this Agreement, to be performed under a subcontract, which also includes procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, creed, color, national origin, sex, age, or disability. Contractor will incorporate this Agreement (the Prime Contract) into its subcontract agreements, such that its subcontractors are obligated to Contractor to the same extent Contractor is obligated to JAA under the Prime Contract. However, nothing contained in the Prime Contract creates any contractual relationship between Subcontractor and JAA. Contractor's subcontract agreements shall require its subcontractors to generally agree to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended, as well as those non-discrimination statutes and authorities listed in Paragraph 3, above. For purposes of compliance with this section, Contractor shall furnish documented proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with the above.

3. Breach of Contract Terms: Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Authority will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Authority reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Authority elects to terminate the contract. The Authority's notice will identify a specific date by which the Contractor must correct the breach. Authority may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Authority's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

4. Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its sub-Contractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

5. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JAA or the Federal Aviation

Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to JAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information. The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Authority, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, JAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) Withholding payments to the Contractor under the contract until the Contractor complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in part.

7. Incorporation of Provisions: The Contractor will: (i) include the above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto; and (ii) take action with respect to any subcontract or procurement as JAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request JAA to enter into any litigation to protect the interests of JAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

8. Veteran's Preference: In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

9. Clean Air and Water Pollution Control: To the extent applicable, Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.00.

10. Copeland "Anti-Kickback" Act: Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to JAA, a weekly statement on the wages paid to each employee performing on covered work during the prior week.

11. DAVIS-BACON Requirements: To the extent applicable, Contractor and its subcontractors will comply with all David-Bacon Act requirements, including without limitation the minimum wage requirement that all laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed

at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

12. Contract Workhours and Safety Standards Act Requirements:

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages. The FAA or the Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

13. Certification of Offeror/Bidder Regarding Debarment: By submitting a bid/proposal under this solicitation, Contractor certifies that neither it nor its principals nor its subcontractors are presently debarred or suspended by any Federal department or agency from participation in this transaction. The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by: (i) checking the System for Award Management at website: <http://www.sam.gov>; (ii) collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above;

and (iii) inserting a clause or condition in the covered transaction with the lower tier contract. If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

14. Anti-Lobbying: By signing and submitting a bid or proposal in this matter, Contractor, to the best of its knowledge and belief, certifies that: (i) no Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of the Authority, an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; (ii) if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Authority, any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (iii) Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

15. Tax Delinquency and Felony Convictions: By signing and submitting a bid or proposal in this matter, Contractor, to the best of its knowledge and belief, certifies that it: (i) does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (ii) was convicted of a criminal violation under any Federal law within the preceding 24 months.

16. Texting When Driving and Video Surveillance and Telecommunication: In accordance with Executive Order 13513 and DOT Order 3902.10, JAA encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all subcontractor contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project. Contractor and Subcontractor agree to comply with standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

17. Safe Work Environment: All contracts and subcontracts that result from this matter incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act

of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

18. Tax Delinquency And Felony Convictions: By submitting a bid or proposal under this matter, Contractor certifies that neither it nor its subcontractors has: (i) had any unpaid Federal tax liability assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (ii) not been convicted of a criminal violation under any Federal law within the preceding 24 months.

19. Trade Restriction Certification: By submitting a bid or proposal under this matter, Contractor certifies that neither it nor its subcontractors: (i) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR); (ii) has knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and (iii) has entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR. Contractor agrees that, if awarded a contract resulting from this solicitation, it will: (i) incorporate this provision for certification without modification in all lower tier subcontracts; and (ii) provide immediate written notice to JAA if Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that Contractor or its subcontractors knowingly rendered an erroneous certification, the FAA may direct through JAA cancellation of the contract or subcontract for default at no cost to JAA or FAA.

20. Buy American and Domestic Preference: By submitting a bid or proposal under this matter, Contractor certifies that, to the greatest extent practicable, it and its subcontractors have provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322. To the extent applicable, Contractor certifies that: (i) its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list (Contractor must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer; otherwise, JAA may reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA); and (ii) all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

21. Prohibition of Covered Unmanned Aircraft Systems: Contractor certifies that it is aware of and complies with relevant Federal statutes and regulations, including those from the FAA, for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note). Contractor warrants that all UAS operations will be conducted in full compliance with all applicable FAA regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations. Authority and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered UAS. This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

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EXHIBIT G

REGISTERING AND NAVIGATING DEMANDSTAR

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Registering for DemandStar



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>

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

☐ I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



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

← Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis Jacksonville Aviation Authority 

Narrow down your search by selecting a state and county.

State

County

Select State ▼

Select County ▼

- ☐ City of Metropolis – Board of Commisioners
- ☐ City of Metropolis Purchasing
- ☒ Metropolis Technical College

You have chosen **Metropolis Technical College** as your free agency.
Add additional government agencies below for \$25 per County,
Statewide and National subscriptions available.

My Subscriptions  [0]

Nation (0)

States (0)

Counties (0)

		Your Current Rate
Total	(0 subscriptions)	\$0/year

Proceed to Checkout



Skip for Now

SIGN UP

Visit www.demandstar.com



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

The screenshot shows a web interface for a procurement system. At the top, there are tabs: 'Board', 'Bids' (highlighted), 'Quotes', 'Coming Soon! Activities', 'Coming Soon! Messages', and 'Responses'. Below the tabs is a dark blue header bar. Underneath, there's a yellow arrow pointing right with the word 'Bids' inside. To the right of this is a 'Sort By' dropdown menu set to 'Due Date'. The main content area displays a list of three bid items. A red arrow points to the first item, 'TSEBIDVINO24JAN01'. Each item has a title, a description, an ID, broadcast and due dates, the number of planholders, and a 'Watch' link. Each item also has an 'Active' status button in an orange box.

Bid Item	Description	ID	Broadcast	Due	Planholders	Watch	Status
TSEBIDVINO24JAN01	City of Fort Pierce - Purchasing Department, Fort Pierce, AZ	BID-TSEBIDVINO24JAN01-0-2020/al	1/24/2020	3/1/2020	3	Watch	Active
AA-BB-CC-DD-EE	agency2.0, Texas, FL	EBID-001-946-00-0-2020/AD	2/4/2020	2/29/2020	0	Watch	Active
TESTBID	agency2.0, Texas, FL						Active

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”

TESTBID Active

Bid Details

Agency Name	agency2.0
Bid Writer	agency2.0 d
Bid ID	EBID-123456-Q-2020/AD
Bid Type	EBID - E-BID
Broadcast Date	02/06/2020 9:40 AM Eastern
Fiscal Year	2020
Due	02/23/2020 11:00 PM Eastern
Bid Status Text	BID STATUS

Scope of Work

Scope to Work:

Documents

Filename	Type	Date Modified	Status
ferc	Attachment	02/06/2020	Complete

Distribution Info

Bid Bond	None
Plan (blueprint)	None
E-Bidding	Submit
Distributed By	DemandStar
Distribution Method	Download and Mail
Distribution Options	Bid has no blueprints associated with it
Project Estimated Budget	\$120,000.00
Distribution Notes	None

Publications

[View Legal Ad](#)

Pre-Bid Conference

No Pre-Bid Conference Date Found

Commodity Code

[001-946-00] FINANCIAL SERVICES

[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”

The screenshot shows the DEMANDSTAR E-Bid Response interface. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Coming Soon! Activities', 'Coming Soon! Messages', and 'Responses'. The user 'Robyn Galiardi' is logged in. The left sidebar shows 'E-Bid Progress' with steps: Contact Information (active), Documents Upload, and Review Bid. The main form area is titled 'E-Bid Response' and contains 'Contact Information' fields: Company Name (Calgon Carbon Corporation), Address 1 (P. O. Box 717), Address 2 (optional), City (Pittsburgh), Country (United States of Ame...), State/Province (Pennsylvania), County (Select...), Postal Code (15230-0717), Phone Number (4127876810), Extension (optional), Bid Amount (127,000, marked as Invalid), and Alternate Bid Amount (optional). A 'Notes' field contains 'For the full 6 month contract'. A 'Next' button is at the bottom right.

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 be uploaded separately.

TIP:

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

The screenshot displays the DEMANDSTAR E-Bid Response interface. The top navigation bar includes links for Dashboard, Bids, Quotes, Activities, Messages, and Responses. The user is logged in as Robyn Gallardi. The breadcrumb trail shows: Home > Bids > TESTBID > My Ebid Response. Action buttons for 'Save & Finish Later' and 'Cancel' are in the top right.

Bid Details

- Agency Name: agency2.0
- Bid Number: EBID-123456-0-2020/AD
- Bid Due Date: 02/29/2020 (PST)
- Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining
- Bid Name: TESTBID

E-Bid Progress

- Contact Information (Completed)
- Documents Upload (Current Step)
- Review Bid (Upcoming)

E-Bid Response

Required Documents

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Agency Accepted File Formats

- Adobe Acrobat (*.PDF)
- AutoCAD Drawing (*.DWG)
- AutoCAD Drawing Web Format (*.DWF)
- GIF Image (*.GIF)
- JPEG Image (*.JPG)
- Microsoft Excel (*.XLS)
- Microsoft Excel (*.XLSX)
- Microsoft PowerPoint (*.PPT)
- Microsoft Word (*.DOC)
- Microsoft Word (*.DOCX)
- Plain Text (*.TXT)
- Plot file (*.PLT)
- Rich Text Format (*.RTF)
- TIFF Image (*.TIF)
- WordPerfect (*.WPD)
- ZIP Compressed Archive (*.ZIP)

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	None	Choose a file

Supplemental Documents

You can upload additional documents here.

Document Title:

Step 4 continued

TIP:

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

Bid Details

Agency Name: agency2.0
Bid Number: EEIO-123456-0-2025/AO
Bid Due Date: 02/28/2025 (PST)
Bid Opening: 19 days, 13 hours, 28 minutes, 21 seconds Remaining
Bid Name: TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Required Documents

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Agency Accepted File Formats

Adobe Acrobat (*.PDF)	AutoCAD Drawing (*.DWG)
AutoCAD Drawing (Web Format) (*.DWG)	GIF Image (*.GIF)
JPEG Image (*.JPG)	Microsoft Excel (*.XLS)
Microsoft Excel (*.XLSX)	Microsoft PowerPoint (*.PPT)
Microsoft Word (*.DOC)	Microsoft Word (*.DOCX)
Plain Text (*.TXT)	Plot File (*.PLT)
Rich Text Format (*.RTF)	TIFF Image (*.TIF)
WordPerfect (*.WP)	ZIP Compressed Archive (*.ZIP)

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.TXT

Supplemental Documents

You can upload additional documents here.

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.PDF
References	Electronic/Online	References.PDF
Plans	Online/Electronic	Choose a file

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.

The screenshot displays the DEMANDSTAR web application interface. The top navigation bar includes links for Dashboard, Bids, Quotes, Activities, Messages, and Responses. The user is logged in as Robyn Galiardi. The breadcrumb trail shows the path: Home > Bids > TESTBID > My Ebid Response. The main content area is titled 'Review Your E-Bid Response' and is divided into two columns. The left column contains 'Bid Details' and 'E-Bid Progress'. 'Bid Details' lists: Agency Name (agency2.0), Bid Number (EBID-123456-9-2020/AD), Bid Due Date (02/28/2020 (PST)), Bid Opening (23 days, 04 hours, 10 minutes, 47 seconds Remaining), and Bid Name (TESTBID). 'E-Bid Progress' shows a vertical timeline with three steps: Contact Information, Documents Upload, and Review Bid (the current step). The right column contains 'Contact Info' and 'Agency Required Documents'. 'Contact Info' lists: Company Name (Calgon Carbon Corporation), Address 1 (P.O. Box 717), Address 2, City (Pittsburgh), State (Pennsylvania), Country (United States of America), Postal Code (15230-0717), Phone Number (4127876810), Tax, Bid Amount (3127,000.00), Alternate Bid Amount, and Notes (For the full 6 month contract). 'Agency Required Documents' shows a green checkmark for 'Service Doc agency2.0(Electronic/Online)'. 'Supplemental Documents' shows a green checkmark for 'References(Electronic/Online)'. At the bottom, a grey box contains instructions for the submission process. A red arrow points to the 'Submit Response' button.

Bid Details

Agency Name	agency2.0
Bid Number	EBID-123456-9-2020/AD
Bid Due Date	02/28/2020 (PST)
Bid Opening	23 days, 04 hours, 10 minutes, 47 seconds Remaining
Bid Name	TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

Review Your E-Bid Response

Contact Info

Company Name	Calgon Carbon Corporation
Address 1	P.O. Box 717
Address 2	
City	Pittsburgh
State	Pennsylvania
Country	United States of America
Postal Code	15230-0717
Phone Number	4127876810
Tax	
Bid Amount	3127,000.00
Alternate Bid Amount	
Notes	For the full 6 month contract

Agency Required Documents

- Service Doc agency2.0(Electronic/Online)

Supplemental Documents

- References(Electronic/Online)

After clicking "Submit Response" the following process will begin:

1. We will verify that your response is complete as entered.
2. You will see a confirmation page with your confirmation number and date/time stamp of your upload.
3. You will receive a confirmation e-mail indicating a successful response submittal.
4. You may track your response submission under the Responses page.

If you do not receive any of the above, please call Supplier Services at (204) 940-0005.

[Previous](#) [Submit Response](#)

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: _____