



HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 1

MAINTENANCE CONTRACT FOR BAGGAGE HANDLING SYSTEM HARDWARE/SOFTWARE SUPPORT

Parties And Addresses:

AUTHORITY: Hillsborough County Aviation Authority
Post Office Box 22287
Tampa, Florida 33622
Telephone: 813-870-8700
Fax: 813-875-6670

COMPANY: Rexel USA, Inc.
14951 Dallas Parkway
Dallas, TX 75254

HILLSBOROUGH COUNTY AVIATION AUTHORITY
AMENDMENT NO. 1 TO MAINTENANCE CONTRACT FOR BAGGAGE
HANDLING SYSTEM HARDWARE/SOFTWARE SUPPORT

THIS AMENDMENT NO. 1 to the Maintenance Contract for Baggage Handling System Hardware/Software Support (Contract) dated March 4, 2021, by and between Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida (Authority), and Rexel USA, Inc., a corporation organized and existing under the laws of the State of Delaware and authorized to do business in the State of Florida (Company), is entered into this ____ day of March 2024.

WHEREAS, on March 4, 2021, Authority and Company entered into the Contract; and

WHEREAS, Authority requires updates to certain Contract language to include new and updated statutorily required and other language throughout; and

WHEREAS, the Contract needs to be revised to allow software license increases, updates, upgrades, and enhancements of the existing software and to allow for the purchase of new software developed by Rockwell Automation and Allen Bradley, a division of Rockwell Automation as may be needed from time to time; and

WHEREAS, Authority and Company desire to revise certain fees paid under the Contract; and

WHEREAS, Company agrees to continue to provide the Services in accordance with the terms and conditions of the Contract.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Contract is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. ARTICLE 1, CONTRACT, Section 1.01, Definitions, is hereby deleted in its entirety and replaced with the following:

The following terms will have the meanings as set forth below:

- A. **Airport:** Tampa International Airport.
- B. **Confidential Information:** Includes all scientific, technical, financial, business, and other information, all manufacturing, marketing, sales, and distribution data, all scientific and test data, documents, methods, techniques, formulations, operations, know-how,

experience, skills, intellectual property, trade secrets, computer programs and systems, processes, practices, ideas, inventions, designs, samples, plans, and drawings.

- C. **Data Breach:** Includes (a) the loss or misuse (by any means) of any Authority Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Authority Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Authority Confidential Information.
- D. **Extra Work:** Work beyond the normal required Services as specified in Exhibit A, Scope of Work, that is priced and authorized by Authority by signed Work Order.
- E. **FAA:** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- F. **Human-Machine Interface:** The space or mechanism whereby interactions between humans and machines occur.
- G. **Incident:** An unexpected event that disrupts business operational process or reduces the quality of Services.
- H. **Maintenance Manager:** Authority representative responsible for the day to day coordination of this Contract to include, but not be limited to, monitoring, interpreting and overseeing the Services with regard to the quality performed, the manner of performance, and Authority and customer satisfaction with performance levels.
- I. **Malware:** Any type of Software that is designed to harm, impact or access the Software or any other Authority systems.
- J. **Normal Working Hours:** 7:00 a.m. to 6:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.
- K. **Programmable Logic Controllers (PLC):** A digital computer used for automation of typical industrial electromechanical processes, such as control of machinery on baggage handling systems.
- L. **Services:** Labor, equipment, hardware, Software, and Software upgrades for the Software products as specified in Exhibit A, Scope of Work and Exhibit E, Rockwell Automation Services Agreement Fixed Price Proposal 2FD02D-32B-176.
- M. **Software:** Proprietary software owned by Rockwell Automation and Allen Bradley, a division of Rockwell Automation, made accessible to Authority pursuant to this Contract.
- N. **Technical Support Team (Team):** Individuals who are directly employed or contracted by Company to perform the hardware and Software support at Airport.
- O. **Transportation Security Administration (TSA):** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.
- P. **Vice President of Maintenance or designee:** Authority representative responsible for notifying Company regarding work and Extra Work.
- Q. **Work Order:** The form used by the Authority and Company in accordance with Exhibit B,

Amendment No. 1

Hillsborough County Aviation Authority

Maintenance Contract for Baggage Handling System Hardware/Software Support

Rexel USA, Inc.

Work Order.

3. Section 2.03, Work Order, is hereby added to Article 2, SCOPE OF WORK as follows:

- A. Without invalidating this Contract, Authority may, at any time, order Extra Work, increases in Software licenses, removal of Software licenses, purchase additional Software, Software upgrades, Software enhancements, or make revisions to the Services authorized only by Work Order. Prior to the onset of any such event, Company and Authority will outline each task involved, establish a schedule for completion, detail the associated costs, and detail the responsibilities of Company and Authority in a Work Order, a sample of which is shown in Exhibit B, Work Order.
- B. Company will only begin Extra Work or other Services upon execution of the Work Order by Company and Authority. All such Extra Work or other Services will be executed under the applicable conditions of this Contract. No Extra Work or other Services will be paid for unless authorized by written Work Order prior to the performance of such Extra Work or other Services.
- C. Upon execution of the Work Order, the Authority will issue a Purchase Order to Company to perform the specific items agreed upon in the Work Order. The Authority's Vice President of Maintenance or designee will have the authority to execute any Work Order on behalf of the Authority consistent with the terms and conditions of this Contract.
- D. Company will acknowledge the executed Work Order within four (4) hours of notification by the Authority.
- E. Minimum billing time for on-site time for Extra Work will be one (1) hour from the first hour or any part thereof and in half-hour increments thereafter.
- F. Company will be required to provide Authority a detailed accounting of the Extra Work performed on an annual basis.
- G. If Authority and Company cannot agree on the schedule and/or cost for the other Services or Extra Work, the Authority reserves the right to make such arrangements with another company as may be deemed necessary to complete such other Services or Extra Work.
- H. Any Purchase Order issued during the effective period of this Contract and not completed within that period shall be completed by the Company within the time specified in the Work Order. The Contract shall govern the Company's and Authority's rights and obligations with respect to that Purchase Order to the same extent as if the Purchase Order were completed during the Contract effective period.

4. Article 4, FEES AND PAYMENTS, Section 4.01, Payment for Services and Software is hereby deleted in its entirety and replaced with the following:

- A. Authority will pay Company for Services and Software provided under Exhibit A, Scope of Work, Item A, as follows:

Services	Total 5-year Contract Cost	Annual Contract Cost	Monthly Contract Cost
Technical Support, 24x7x365	\$279,612.12	\$42,327.02	\$3,527.25

B. Authority will pay Company for Extra Work based on the following hourly labor rate:

Extra Work – On-site Service	Normal Working Hours	Overtime and/or Saturday	Sunday and/or Holidays
Hourly Labor Rate	\$254.00	\$381.00	\$508.00

Note: Holidays are defined as New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Thanksgiving Day, day after Thanksgiving, and Christmas Day.

C. Software Costs

The Authority may require changes in Software, including, but not limited to, Software license increases, upgrades, and enhancements of the existing FactoryTalk software, and may purchase new Software developed by Rockwell Automation and Allen Bradley, a division of Rockwell Automation, that works with the Authority's baggage handling system. All changes will be offered at Company's rates at the time of request. Changes shall be processed utilizing Exhibit B, Work Order as outlined in Article 2, SCOPE OF WORK, Section 2.03, Work Order.

5. Article 4, FEES AND PAYMENTS, Section 4.03, Travel and Business Development Expenses is hereby deleted in its entirety and replaced with the following:

Although Company travel is not anticipated for the provision of Services or Extra Work under this Contract, travel costs approved in advance by Vice President of Maintenance or designee will be paid in accordance with Exhibit D, Authority Policy P412, Travel, Business Development, and Working Meals Expenses.

6. Article 13, INSURANCE is deleted in its entirety and replaced with the following:

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Contract. In the event the Company becomes in default of the following requirements the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees are included where allowed by law as additional insureds.

A. Required Coverage - Minimum Limits

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services performed pursuant to this Contract will be the amounts specified

Amendment No. 1

Hillsborough County Aviation Authority

Maintenance Contract for Baggage Handling System Hardware/Software Support

Rexel USA, Inc.

herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer’s Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Contract.

B. Commercial General Liability Insurance

The minimum limits of insurance covering the Services performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Company under this Contract or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01 or equivalent. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01. All limits can be achieved using a combination of primary and excess umbrella coverages.

	<u>Contract Specific</u>
General Aggregate	\$10,000,000
Each Occurrence	\$10,000,000
Personal and Advertising Injury Each Occurrence	\$10,000,000
Products and Completed Operations Aggregate	\$10,000,000

C. Workers’ Compensation and Employer’s Liability Insurance

The minimum limits of insurance are:

Part One:	“Statutory”
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

D. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Contract are:

Each Occurrence – Bodily Injury and Property \$10,000,000
 Damage Combined Single Limit

E. Professional Liability Insurance \$1,000,000 per occurrence /Annual Aggregate

Such insurance will be provided on a form acceptable to Authority and maintained throughout this Contract and for three years following completion of this Contract. Coverage will include all

work of Company without exclusions unless approved in writing by Authority. The limits of coverage will not be less than:

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

F. Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Contract, waives all rights against the Authority, members of Authority's governing body and the Authority's officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Company.

G. Incident Notification

The Company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury or property damage occurring on Authority-owned property, tenant-owned property or third-party property.

H. Customer Claims, Issues, or Complaints

All customer claims, issues, or complaints regarding property damage or bodily injury related to the Company will be promptly handled, addressed and resolved by the Company.

The Company will track all customer claims, issues, and complaints and their status on a Claims Log available for review, as needed, by Authority Enterprise Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Authority Enterprise Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

I. Conditions of Acceptance

The insurance maintained by Company must conform at all times with Exhibit C, the Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Supplier Resources > Insurance for Suppliers.

7. ARTICLE 17, DATA SECURITY is hereby deleted in its entirety and replaced with ARTICLE 17, WARRANTIES as follows:

A. Authority Data

Company represents and warrants that Company has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Authority's access to and retrieval of Authority data.

Company will not attempt to access and will not allow its personnel access to Authority data or third-party data that is not required for the performance of the Services of this Contract by such personnel.

Company is obligated to maintain the confidentiality and security of all Authority data in connection with the performance of Services.

Without limiting Company's other obligations under this Contract, Company must implement or use network management and maintenance applications and tools, appropriate fraud prevention and detection, and encryption technologies to protect all Authority data; provided that, Company must, at a minimum, encrypt all Personally Identifiable Information in-transit and at-rest.

B. Data Security

Company must perform all Services using security technologies and techniques in accordance with industry-leading practices and the Authority's security policies, procedures, and other requirements made available to Company in writing.

Company must encrypt all Authority Confidential Information in motion, at rest, and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards or latest standards. Company must not deviate from this encryption requirement without advance, written Authority approval.

Company must provide to Authority, without charge, the timely application of any upgrades to software required for Services that are available to third-parties. Software upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes.

C. No Malware/Surreptitious Code

Company represents and warrants that it has not and will not introduce or cause to be introduced Malware or any code surreptitiously that isn't required for the primary purpose of the Services in any Authority Information Technology environment at any time. If Company discovers that Malware or surreptitious code has been introduced into Software, Company must, at no additional charge to Authority, (a) immediately undertake to remove such Malware, (b) notify Authority in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to Authority data or Software and otherwise assist the Authority in mitigating such damage and restoring any affected Services, Software or equipment.

D. Data Protection Laws

Company will comply with all applicable data protection laws, including those that would be applicable to the Company if Company, rather than the Authority, were the owner or data controller of any Authority data in its possession or under its control in connection with the

Services.

E. Security Vulnerability Management

Company shall maintain a vulnerability management program aiming to identify and remediate security vulnerabilities within computing systems. This includes regular testing and a record of system remediation. Toolsets used to identify vulnerabilities are maintained with up-to-date vulnerability signatures. Results of vulnerability testing are utilized to craft an annual penetration test of systems and networks perceived as high risk, high value, or demonstrating a need for further scrutiny. All newly deployed systems or systems that have experienced a high level of change will be scanned for vulnerabilities prior to production. Highly orchestrated environments with appropriate change control may be exempt from pre-deployment scanning.

F. Notice to Authority

Company will adhere to and abide by the security measures and procedures established by Authority and/or the TSA and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a Data Breach or potential Data Breach of security relating to Authority data or third-party data, Company will promptly (a) notify Authority of such Data Breach or potential Data Breach no later than twenty-four (24) hours following discovery; and (b) if the applicable Authority data or third-party data was in the possession of Company at the time of such Data Breach or potential Data Breach, Company will investigate and cure the Data Breach or potential Data Breach.

Such notice must summarize in reasonable detail the nature of Authority data that may have been exposed, and, if applicable, any persons whose Personal Identifiable Information may have been affected or exposed by such Data Breach. Company must not make any public announcements relating to such Data Breach without Authority's Vice President of Communications' or designee's prior written approval.

G. Data Breach Responsibilities

Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure of Authority data, Company must promptly provide details regarding the Incident, its mitigation efforts, and its corrective action to prevent a future similar Incident. Company must fully cooperate with Authority and is solely responsible for:

- i. investigating and resolving any data privacy or security issues;
- ii. upon request, providing Authority with an after action report including a root cause analysis of the Data Breach, including (a) the loss or misuse (by any means) of any Authority Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Authority Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any

Authority Confidential Information.

- iii. notifying any affected persons (solely at Authority's direction) and governmental regulators, as applicable;
- iv. recovering affected data or information, to the extent possible;
- v. upon request, providing Authority with a corrective action plan acceptable to Authority; and
- vi. notice to impacted parties.

Authority has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in Authority's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

H. Incident Response Costs

In the event of a Data Breach attributable to an act or omission of Company, as part of such remediation, Company must pay all costs and expenses of Authority's compliance with any Authority notification obligations, as well as the costs of credit monitoring services for affected individuals.

8. Article 50, E-VERIFY, is hereby added to the Contract as follows:

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

9. Exhibit A, Scope of Work, is hereby deleted in its entirety and replaced with the attached, revised Exhibit A, Scope of Work.

10. Exhibit B, Work Order Form, is hereby deleted in its entirety and replaced with the attached, revised Exhibit B, Work Order.

11. Exhibit D, Authority Policy P412, Travel and Business Development Expenses is hereby deleted in its entirety and replaced with the attached, Exhibit D, Authority Policy P412, Travel, Business Development, and Working Meals Expenses.

12. Except as provided herein, all other terms and conditions of the Contract remain in full force

Amendment No. 1

Hillsborough County Aviation Authority

Maintenance Contract for Baggage Handling System Hardware/Software Support

Rexel USA, Inc.

and effect and are hereby ratified and confirmed. The Contract and this Amendment No. 1 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of March, 2024.

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST:

Jane Castor, Secretary

BY:

Arthur F. Diehl III, Chairman

Address: PO Box 22287
Tampa, FL 33622

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

WITNESS:

Signature

BY:

David Scott Knight, Assistant General Counsel

Printed Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online authorization, this ____ day of March, 2024, by Arthur F. Diehl III, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

Amendment No. 1
Hillsborough County Aviation Authority
Maintenance Contract for Baggage Handling System Hardware/Software Support
Rexel USA, Inc.

REXEL USA, INC.

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

REXEL USA, INC.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____ as

(Name of person)

_____, for _____.

(type of authority)

(name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced

Amendment No. 1

Hillsborough County Aviation Authority

Maintenance Contract for Baggage Handling System Hardware/Software Support

Rexel USA, Inc.

Exhibit A Scope of Work

This Scope of Work details the type of Services and deliverables to be provided by Company.

A. Services and Software

1. Company will provide Services as delineated in this Scope of Work and Exhibit E, Rockwell Automation Services Agreement Fixed Price Proposal 2FD02D-32B-176, attached to the Contract and incorporated herein by reference, for the following:
 - 50 PLCs and all associated Allen Bradley I/O hardware and networks.
 - 20 Rockwell Automation Control software products.
 - 30 Human-Machine Interface and Communication software products.

2. Company will provide assistance with installing, configuring and maintaining equipment and Software, obtaining current Software updates, diagnosing and fixing operating problems, and/or performing basic programming tasks including, but not limited to, the following:
 - a) Provide telephone technical support to response requests twenty four (24) hours per day, 365 days per year, and respond to Authority phone calls within ten (10) minutes. Technical support will include, but is not limited to, diagnosing and correction of operating problems, response to technical questions, and assistance with programming or troubleshooting.
 - b) Provide maintenance of the PLC system software at the highest operating level by making available Company's latest version as updates are released.
 - c) Deliver new, reconditioned, repaired and/or upgraded Allen Bradley PLC products at the Allen Bradley large-user pricing. Core trade-ins will be returned to Company within fifteen (15) business days. Payment will be for the exact amount ordered. All purchases will be reviewed and approved in writing by Vice President of Maintenance or designee on a case by case basis.
 - d) Provide support through e-mails, technical notes, and bulletins, with follow-up on any discrepancies, to Authority to confirm problems and questions are satisfactorily resolved.
 - e) Deliver updated manuals via electronic media.
 - f) Review Exhibit E, Rockwell Automation Services Agreement Fixed Price Proposal and make any required Software corrections and provide enhancement recommendations to Authority.
 - g) Track all Authority reported discrepancies through a call management system with on-line access to check case status, review case history and create cases by Authority.
 - h) All Services and Extra Work performed by Company will be satisfactory to Authority Vice President of Maintenance.

Exhibit A
Scope of Work

- i) Provide adequate supervision and inspections to assure competent performance of Services and Extra Work.
- j) Prior to each onsite visit, provide to Maintenance Manager a written list of the names and addresses of all Company personnel and the positions of said Company personnel who are to perform the duties per the scheduled visit.
- k) Use all reasonable care consistent with Company's rights to manage and control its operation, not to employ any persons, use any labor, use or have any equipment, or permit any condition to exist which may cause, or be conducive to, any complaint, trouble, dispute or controversy which interferes or is likely to interfere with the operation of the Airport or with Airport employees. The Vice President of Maintenance or designee may reject any Company personnel if the personnel is deemed to be unsuitable to work at Airport and Company will immediately replace such Company personnel.
- l) Comply with all Federal, State, and local laws, executive orders, rules and regulations applicable to the Services, including Authority Rules and Regulations. Company will comply with all pertinent regulations contained in the published Security Plan for Airport.
- m) Immediately report all accidents or unusual Incidents occurring on Airport premises to Authority Operations Center and Maintenance Department. Unusual or catastrophic events involving personnel or equipment covered by the Contract will be followed by a written report within five (5) days to Authority detailing the circumstances surrounding the event and the actions taken or to be taken by Company.
- n) If any type of strike, boycott, picketing or work stoppage is directed against Company at the Airport which results in the discontinuance of Services, Authority will have the right to perform the Services and invoice Company for any costs in excess of the Contract prices. The Authority will prorate payments for Services completed but not invoiced by Company up until the time of any work stoppage.
- o) Not utilize subcontractors in the performance of Services unless previously approved in writing by Authority. In no event will Company utilize independent contractors to perform any Services under this Contract.
- p) Correct any deficiencies identified by the Authority within thirty (30) days of receipt of a written inspection or test report. Company will send a written response to any inspection or test report(s), except in instances requiring an immediate response, as determined by Authority. In the event Company does not agree with the findings of Authority independent third-party, Company will provide specific evidence to substantiate its disagreement.

Exhibit B, Work Order

Hillsborough County Aviation Authority

1. Work Order No.:
2. Project Title:
3. Project Information
 - A. Project Purpose:
 - B. Project Description:
 - C. Project Scope of Work and Deliverables:
 - D. Project Number:

4. Schedule and Costs

A. Project Schedule/Timeline

Clearly outline the deliverables and the time it will take to complete each deliverable.

Task Number	Deliverable	Due Date
1.		
2.		
3.		
4.		
5.		

B. Total Cost of Project

Provide the costs in U.S. dollars.

Expenditure <i><insert applicable terms></i>	Totals
Service Cost	
Hourly Rate <i><insert job classification></i>	\$
Number of hours to complete project	x
Total Service Cost	\$
Reimbursable Costs (as applicable)	

Materials	\$
Data	\$
Printing	\$
Travel*	\$
Other:	\$
Other:	\$
Total Projected Reimbursable Cost	\$
Total Project Cost (Service Cost and Reimbursable Costs)	\$

**All travel related expenses must be in accordance with Authority Policy P412, Travel, Business Development, And Working Meals Expenses.*

C. Reimbursable Costs:
Provide an explanation for all projected reimbursable costs listed in Item B above.

D. Additional Services and Changes to this Order:
Company shall not perform Extra Work based on any changes to this Work Order without prior written authorization from the Authority. No Services will be paid for unless authorized by written Work Order prior to the performance of such Services. The Authority’s Vice President of Maintenance or designee will have the authority to execute any Work Order. No Services will be initiated by Company until Company receives the Purchase Order which will include the final executed Work Order.

5. Payment

Payment(s) will be made in accordance with Article 4, Fees and Payments, of the Contract. Services that are completed within one (1) month or less will be paid in full upon completion of the Services by Company and acceptance by Authority.

Services with an anticipated duration of less than ninety (90) days will be paid in three (3) installments of twenty-five percent (25%) of the total amount due thirty (30) days from commencement of services, twenty-five percent (25%) of the total amount due at sixty (60) days from commencement of services, and the final fifty percent (50%) due upon full completion and acceptance of all deliverables by Authority.

Services with an anticipated duration of more than ninety (90) days will be paid in four (4) equal installments at the twenty-five percent (25%), fifty (50%), and seventy-five (75%) completion

milestones with the final installment to be paid upon full completion and acceptance of all deliverables by Authority.

Invoices will be submitted to Authority in a manner approved by Authority. Such approval shall not be unreasonably withheld. Invoices must include a brief summary report of Company's activities under the Contract during the billing period and supporting documentation for all reimbursable expenses, as applicable.

Company acknowledges the acceptance of this Work Order and has received a Purchase Order number.

Company: Rexel USA, Inc.

Date:

Authorized Official:

Name:

Title:

Signature: _____

Hillsborough County Aviation Authority Approval of this Work Order

Department: Vice President of Maintenance

Date:

Name:

Title:

Signature: _____

**cc: Central Records
Procurement Agent**

EXHIBIT D

AVIATION AUTHORITY POLICY

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
			10/09/97
P412:	Travel, Business Development, And Working Meals Expenses		12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

PURPOSE: To establish a policy governing the authorization, approval and allowability of travel, business development, and working meals expenses incurred by Board members, the Chief Executive Officer (CEO), and Authority employees when conducting business on behalf of the Authority.

LEGAL CONSIDERATION: Subject to the provisions of applicable Florida Statutes, the Hillsborough County Aviation Authority Act authorizes the Authority to reimburse Board members, the Chief Executive Officer, and all Authority employees for all travel expenses incurred while on business for the Authority. The Hillsborough County Aviation Authority Act also authorizes the Authority to “[a]dvertise, promote and encourage the use and expansion of facilities under its jurisdiction” and do all acts and things necessary and convenient for promotion of the business of the Authority. Pursuant to Policy, the Authority is allowed to incur business development expenses for meals, beverages and entertainment in order to highlight the numerous advantages and world class facilities of the Authority’s airport system and build relationships with airline executives, potential real estate partners, potential tenants and others.

POLICY:

General:

- A. All Authority travel, business development, and working meals expenses must provide benefit to the Authority. This Policy provides guidance covering key areas related to travel, business development, and working meals expenses. Additional guidance is provided in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses. All circumstances may not be specifically covered. In these instances, sound judgement should be used and reasonable documentation should be provided to support the circumstance and expense. Any exception to the practices outlined in this Policy will require written approval by the

EXHIBIT D

AVIATION AUTHORITY POLICY

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
			10/09/97
P412:	Travel, Business Development, And Working Meals Expenses		12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

CEO or Executive Vice President (EVP) of Finance and Procurement and must be in compliance with applicable Florida Statutes.

- B. Employees may book their own flight and hotel reservations, or may utilize the Authority's corporate travel agency. In an effort to find the most economical lodging rates and airfare, the use of third party companies such as Expedia.com, Hotels.com and Travelocity.com may be considered. Other resources such as AirBNB.com, VRBO.com and HomeAway.com may also be used if determined to be the most economical option.
- C. All reservations (hotel, flight, conference, etc.) shall be booked as far in advance as possible to take advantage of discounted rates.
- D. If the traveler elects to arrive earlier or stay later than reasonably necessary to conduct the required Authority business, the traveler will be responsible for payment of all additional expenses beyond those incurred for Authority business. Reasonably necessary is defined as arriving at the destination no more than 24 hours prior to engaging in Authority business or commencing the return trip within the next day of engaging in Authority business.
- E. Purchases for travel, business development, and working meals should be made using Authority Purchasing Cards (PCard) in accordance with Authority Standard Procedure S410.25, Purchasing Cards. As an alternative, personal credit cards may be used, however, the expense will not be reimbursed until after the trip or event has occurred. The reimbursement request must be submitted within 30 days of the completion of the trip or event.
- F. All individuals traveling on behalf of the Authority may personally retain any points or other benefits generated from Authority travel (i.e. frequent flyer mileage or awards from hotel frequent guest programs). However, participation in these programs should not influence airline and hotel selection resulting in higher cost to the Authority.

EXHIBIT D

AVIATION AUTHORITY POLICY

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
			10/09/97
P412:	Travel, Business Development, And Working Meals Expenses		12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

Travel Expenses:

A. Travel Authorization and Approval:

1. Board members and Authority employees are authorized to attend training and/or conventions, conferences, board, and committee meetings of professional and/or trade organizations specific to their job requirements as well as other meetings, site visits, or events directly related to their position at the Authority. The CEO will approve the travel for those individuals reporting directly to the CEO. All other employee's travel will be approved by their EVP and/or appropriate level supervisor. Such approval must be made in advance of travel for all Authority employees under the Director level.
2. Approval of eligible travel expenses is obtained during the expense submittal process as outlined in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.
3. The Authority expects employees to exercise sound prudent business practices when booking travel.

B. Travel by Air Carrier:

1. Travelers are required to use Coach/Economy cabin fares unless otherwise indicated within this Policy. Factors such as time and productivity of the traveler, cost of transportation, per diem/subsistence costs, cancellation fees, and any additional costs (such as baggage fees) should be considered when making reservations.

EXHIBIT D

AVIATION AUTHORITY POLICY

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
			10/09/97
P412:	Travel, Business Development, And Working Meals Expenses		12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

2. If a Board member, the CEO, an EVP, or Vice President (VP) is scheduled to engage in Authority business within 24 hours of arriving at the destination, or commences the return trip within 24 hours of completing Authority business, he/she is permitted to book fares in business class or its equivalent. Business class or equivalent travel by other Authority employees must be approved in writing with justification in advance by the department EVP.
3. If the primary purpose of the trip is to visit a specific airline, it is acceptable to book a flight on that airline even if the airline does not offer the lowest fare available.
4. Miscellaneous airline fees including, but not limited to, seat reservation fees, early or preferred boarding, checked baggage fees, airline change fees, and in-flight internet expenses, are allowable if utilized for Authority purposes. Checked baggage fees will be limited to one checked bag, unless supported by adequate business justification.
5. In the event a flight must be changed for acceptable business reasons, applicable airline fees are allowable expenses under this Policy with adequate written justification.
6. In the event a flight is cancelled or delayed, the traveler may choose an alternate mode of transportation in accordance with this Policy.

C. Registration Fees:

The traveler is eligible to incur registration fees for meetings and conferences, as well as fees for attending events which are not included in the basic registration fee and that directly enhance the public purpose of the Authority's participation at the meeting or conference. Employee must provide business justification for attending the event.

EXHIBIT D

AVIATION AUTHORITY POLICY

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
			10/09/97
P412:	Travel, Business Development, And Working Meals Expenses		12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

D. Lodging:

Hotel or accommodation charges must be substantiated by an itemized receipt reflecting all charges for the entire stay. The traveler is expected to exercise his or her best judgment and reasonableness in the selection of lodging. The location of the hotel should be as convenient as possible to the place where the business of the Authority will be transacted and should be at the lowest appropriate rate.

Paid usage of hotel sponsored Wi-Fi or wired internet access is an authorized lodging expense.

Lodging expenses incurred within the Authority's Metropolitan Statistical Area (MSA) (as defined by the United States Office of Management and Budget, to include Hernando, Hillsborough, Pasco and Pinellas Counties) are only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

E. Meals (During Travel):

Meals within the continental United States will be reimbursed in accordance with the General Service Administration (GSA) meals rate in effect for the destination city on the date travel was initiated. If the destination is not included in the GSA destination guide, the GSA rate for the listed city that is closest to the destination city or county for the destination city will be used.

Meals for travel outside of the continental United States (including Hawaii, Alaska and Puerto Rico) will be reimbursed in accordance with the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)".

EXHIBIT D

AVIATION AUTHORITY POLICY

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
			10/09/97
P412:	Travel, Business Development, And Working Meals Expenses		12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

For both domestic and international travel, the first and last day of travel are calculated at 75% of the rate in effect for the destination city. This excludes intermediate destinations on multi-city trips.

A traveler will not be reimbursed or receive per diem for meals included in a convention or conference registration unless reasonable written explanation is provided. A meal is considered to be any of the regular occasions in a day when a reasonably large amount of food is eaten, such as breakfast, lunch, or dinner. (Definition from Dictionary.com and Oxford University Press.) Continental breakfasts will not be considered a meal. Therefore, per diem will not be reduced for continental breakfasts. Additionally, per diem will not be reduced for meals provided by airlines.

Allowance for meals when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

F. Ground Transportation:

Authorized ground transportation expenses include, but are not limited to, hired cars, trains, other fixed rail, shared ride services (such as Uber or Lyft), buses, and other modes of ground transportation required to enable the traveler to conduct Authority business. Travelers will use good judgement with regard to which mode of ground transportation is utilized, and tickets should be purchased in the most economical class of service available unless there is an adequate business justification and is approved in writing in advance by the CEO or employee's EVP.

Allowance for ground transportation within the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

EXHIBIT D

AVIATION AUTHORITY POLICY

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
			10/09/97
P412:	Travel, Business Development, And Working Meals Expenses		12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

G. Other Travel Expenses:

Other eligible travel expenses as approved by the Florida Department of Financial Services pursuant to rules adopted by it include fees and tips given to porters, baggage carriers, bellhops or hotel maids, with the expense limited to \$1 per bag not to exceed a total of \$5 per incident; and actual laundry, dry cleaning and pressing expenses for official travel in excess of seven calendar days and where such expenses are necessarily incurred to complete the official business.

Eligible incidental expenses are defined by Florida Statute Section 112.061(8)(a) and include ferry fares, bridge, road, and tunnel tolls, storage or parking fees, and communication expenses.

Itemized receipts are required for all individual expenses that are higher than \$25.

H. Foreign exchange rates:

Eligible travel expenses include the difference between the official daily foreign exchange rate and the transaction rate, in addition to any applicable fees.

I. Travel by Rental Vehicle:

Board members, the CEO, EVPs and VPs are authorized to rent a vehicle if necessary to conduct Authority business, without advance approval. Utilization of a rental vehicle by all other Authority employees must be approved in advance of travel in writing by the CEO or the employee's EVP or VP.

EXHIBIT D

AVIATION AUTHORITY POLICY

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
			10/09/97
P412:	Travel, Business Development, And Working Meals Expenses		12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

Rental vehicles will be mid-size or smaller, unless three or more travelers are sharing the vehicle. Travelers will select the rental vehicle refueling option anticipated to be the most economical for the Authority.

The State of Florida contract for rental cars should be consulted for discounted rates. The State of Florida contract provides rental vehicle services to Florida's government agencies. A website link to the Rental Rates and Rental Procedures to utilize the State contract are located on the Authority Intranet.

Allowance for rental cars when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

The Authority provides insurance coverage for both Automobile Liability and Collision Damage Waivers and will not reimburse a traveler for the cost of such coverage on a rental car contract for travel within the United States. (Exception: If the traveler rents a vehicle in a foreign country, he/she shall purchase both Automobile Liability and Collision Damage Waivers from the rental car company.)

J. Travel by Personal Vehicle:

Prior to utilizing a personal vehicle to conduct Authority business, all employees must comply with Authority Standard Procedure S250.05, Motor Vehicle Use – Personal or Authority-Owned.

Board members, the CEO, EVPs and VPs are authorized to use their personal vehicle if necessary to conduct Authority business, without advance approval. Except for travel within the State of Florida, utilization of a personal vehicle by all other Authority

EXHIBIT D

AVIATION AUTHORITY POLICY

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
			10/09/97
P412:	Travel, Business Development, And Working Meals Expenses		12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

employees must be approved in advance of travel in writing by the employee's EVP or VP.

Mileage for authorized use of employee's personal vehicle will be at the Internal Revenue Service cents per mile rate in effect at the time of travel. Mileage reimbursement is calculated in accordance with Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.

Personal vehicles should not be used if the estimated mileage reimbursement is expected to exceed the cost of renting a car for the trip.

K. Travel by Third Parties Conducting Business on Behalf of the Authority:

Unless terms of travel are specified in their contracts, all consultants, design professionals, design-builders contractors, sub-consultants, and sub-contractors performing work for the Authority will be reimbursed for travel expenses in accordance with eligible cost elements as described above.

Business Development Expenses:

- A. Business development meal, beverage (including alcoholic), and other expenses may be incurred locally or while traveling. Business development activities require meeting with non-Authority personnel. Employees may be reimbursed for actual, reasonable, and appropriately documented expenses related to the business development activity.
- B. To qualify as business development, such an employee must (a) reasonably expect, and have as the primary motivation for the expenditure, that the Authority will derive revenue

EXHIBIT D

AVIATION AUTHORITY POLICY

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
			10/09/97
P412:	Travel, Business Development, And Working Meals Expenses		12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

or another business benefit as a result of the business development activity; (b) incur the expense in a setting where the party being entertained would reasonably understand that the expenditure was for an Authority business objective; and (c) use the expenditure for the person from whom the Authority expects the business benefit, as well as for the employee and other Authority staff in attendance.

- C. Alcoholic beverage expenses may only be incurred at business development events related to meetings including non-Authority personnel from organizations from which the Authority is reasonably expected to derive revenue or another business benefit.
- D. The employee must provide detailed itemized receipts for all business development expenses larger than \$25 and must include rationale and business benefit for the Authority.

Working Meals:

- A. Expenditures for meals during business meetings between Authority employees or between Authority employees and individuals from outside organizations are allowable only (a) when there is a valid business need to have the meeting during a meal time (i.e., schedules will not accommodate the meeting at other times); (b) during periods of extended overtime (i.e. irregular operations, working on the budget or another major project); or (c) periodic department meetings (not more than quarterly), full-day or half-day Authority-wide meetings, or Authority strategic planning sessions.
- B. Business meals between Authority subordinates and supervisors will be infrequent and will occur only when there is no other time during which the meeting can be scheduled.

EXHIBIT D

AVIATION AUTHORITY POLICY

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
			10/09/97
P412:	Travel, Business Development, And Working Meals Expenses		12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

- C. Notwithstanding subparagraph B above, Executive staff, VPs, Directors and Managers may occasionally purchase meals for employees provided the meals are reasonable and for the purpose of conducting Authority business and/or employee recognition.
- D. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.
- E. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.
- F. Working meals will be reimbursed upon presentation of appropriate documentation including a list of attendees.