



HILLSBOROUGH COUNTY AVIATION AUTHORITY

CONTRACT FOR JANITORIAL SERVICES AT SKYCENTER ONE

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HILLSBOROUGH COUNTY
 AVIATION AUTHORITY
 CONTRACT FOR JANITORIAL SERVICES AT SKYCENTER ONE

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Exhibits:

- A – Scope of Services
- B – Cleaning Specifications and Standards
- C – Sample Work Order
- D – Scrutinized Company Certification
- E – Affidavit of Compliance with Anti-Human Trafficking Laws

1. INTRODUCTION

This Contract for Janitorial Services at SkyCenter One (Contract) is made and entered into this 5th day of December 2024 between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (Authority), and Flagship Aviation Services LLC, a corporation, authorized to do business in the State of Florida (Company), (collectively hereinafter referred to as the Parties).

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

2. DEFINITIONS

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

2.1 Accounts Payable

The unit within Authority Finance Department that deals with accounts payable.

2.2 Airport

Tampa International Airport.

2.3 Authority's Agent

A person authorized by Authority to act on Authority's behalf and under the Authority's control.

2.4 Board

The Hillsborough County Aviation Authority Board of Directors.

2.5 CEO

The Hillsborough County Aviation Authority Chief Executive Officer.

2.6 Class A Multi-Tenant Office Building

Office building with rents above average for the area due to quality finishes, state of the art systems, exceptional accessibility, and a market presence.

2.7 Cleanable Square Footage

The gross square footage of cleanable space, less areas not required to be cleaned by the

Company.

2.8 Cleaning Agents

Substances used to remove dirt, including dust, stains, foul odors, and clutter on surfaces.

2.9 Cleaning Schedule

The set of instructions in Exhibit B, Cleaning Specifications and Standards, Section A, Cleaning Specifications that describe everything that needs to be done and how frequently it needs to be done in order to maintain a Class A Multi-Tenant Office Building in a clean and sanitary condition.

2.10 Common Areas

Those areas not leased, licensed, or otherwise designated or made available by Authority for exclusive or preferential use by a specific party or parties.

2.11 Contract Documents

The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in this Contract; Request for Proposals (RFP) for Janitorial Services at SkyCenter One, and any subsequent information submitted by Company during the evaluation process.

2.12 Contract Year

(a) With respect to the first year of this Contract, the period commencing on January 1, 2025 and continuing through December 31, 2025. (b) With respect to subsequent years of this Contract, each consecutive twelve-month period thereafter.

2.13 Director of Commercial Real Estate

The Authority employee designated by Authority's Chief Executive Officer to manage and oversee this Contract.

2.14 Day Maid

Personnel responsible for performing Services during the day which are outlined in Exhibit B, Cleaning Specifications and Standards, Day Maid.

2.15 Day Porter/Maintenance Helper

Personnel responsible for performing Services during the day which are outlined in Exhibit B, Cleaning Specifications and Standards, Day Porter/Maintenance Helper.

2.16 Extra Work

Work falling outside the scope of the agreed-upon Services.

2.17 FAA

The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

2.18 Nightly Janitorial Services

All services, excluding services provided by the Day Maid and Day Porter/Maintenance Helper, as outlined in Exhibit B, Cleaning Specifications and Standards.

2.19 Personnel

Individuals directly employed or contracted by Company to perform the Services for the Authority.

2.20 Project Cleaning

A one-time deep cleaning of an area or a specialty service.

2.21 Routine Cleanings

Cleanings that are performed in the areas provided in Exhibit B, Cleaning Specifications and Standards on a predetermined basis and as set by Authority's Agent.

2.22 Services

The services as detailed in Exhibit A, Scope of Services and Exhibit B, Cleaning Specifications and Standards.

2.23 Site Manager

Company's representative responsible for coordinating and overseeing 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.

2.24 SkyCenter One

Property located at 5411 SkyCenter Dr., Tampa, Florida, 33607.

2.25 Term

January 1, 2025 through December 31, 2029, including renewal options.

2.26 TSA

The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

2.27 Transition Period

A period of not more than three (3) months following the expiration date of this Contract.

2.28 Work Order

The order form used by Authority and Company in accordance with Article 3, Scope of Services, Section 3.2, Work Order.

3. SCOPE OF SERVICES

3.1 Scope of Services

Company agrees to provide the Services as set forth in Exhibit A, Scope of Services and Exhibit B, Cleaning Specifications and Standards.

3.2 Work Order

- A. Without invalidating this Contract, Authority may, at any time, order additions, deletions or revisions to the Services authorized only by Work Order. Prior to the onset of any Services to be performed, Company and Authority will outline each task involved, establish a schedule for completing each task detail the associated costs, and include the names, titles, responsibilities, and resumes of Company's Personnel that will be assigned to the task in a work plan as shown in Exhibit C, Sample Work Order. The Work Order schedule may go beyond the termination date of this Contract if necessary to complete the Work Order tasks. Company will use its best efforts to ensure that each task in the Work Order is completed on budget and on time according to the agreed upon work schedule.
- B. Company will only begin Services upon execution of the Work Order by Company and Authority. All such Services will be executed under the applicable conditions of this Contract. No Services will be paid for unless authorized by written Work Order prior to

the performance of such Services.

- C. Upon execution of the Work Order, the Authority will issue a purchase order to Company to perform the Services identified in the Work Order. The Authority's Director of Commercial Real Estate or designee will have the authority to execute any Work Order on behalf of the Authority consistent with the terms of this Contract. No Services will be initiated by Company until Company receives the purchase order which will include the final agreed upon Work Order.
- D. 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. This Contract shall govern the Company's and Authority's rights and obligations with respect to that Work Order to the same extent as if the Work Order were completed during the Contract effective period.

3.3 Authority Contact Person

Authority's Director of Commercial Real Estate or designee will be responsible for notifying Company regarding required Services and will be Company's primary contact for all Services under this Contract.

3.4 Site Manager

Company has designated Joshua Cedeno, as the individual to be responsible for the overall project (Site Manager). The Site Manager will be responsible for ensuring that all Services are provided as outlined in Exhibit A, Scope of Services and Exhibit B, Cleaning Specifications and Standards, and will be Company's primary contact for all Services under this Contract.

Company must not remove such Site Manager from providing the Services contemplated by this Contract; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Contract. Authority will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the Site Manager being replaced. Company will not make any personnel changes of the Site Manager until written notice is made to and approved by Authority's Director of Commercial Real Estate or designee.

4. TERM

4.1 Term

The Term of this Contract commences on January 1, 2025 and will continue through December 31, 2029, which includes the renewal options set forth below, unless terminated earlier as provided herein.

4.2 Renewal Options

This Contract may be renewed at the same terms and conditions hereunder for two, one-year periods at the discretion of the CEO. Such renewals will be effective by issuance of a written letter to Company by CEO. If all such renewals are exercised, this Contract will have a final termination date of December 31, 2029.

4.3 Early Termination

Authority may terminate this Contract, without cause, by giving thirty (30) days written notice to Company.

4.4 End of Term Transition

During the final Contract Year, Authority plans to award and transition to a new contract for janitorial services at SkyCenter One. If Company is not selected for the new contract, Company will cooperate fully with Authority and Company's successor to ensure an effective and efficient transition of the janitorial services to the successor. Company acknowledges its responsibility to continuously perform the Services and maintain the highest level of cleaning and customer service during the Transition Period to the successor.

5. FEES AND PAYMENTS

5.1 Not-to-Exceed

The total amount payable under this Contract will be subject to the amount approved by the Board. Authority will provide written notice to Company of the amount approved and any revised amount thereafter.

5.2 Payment

- A. Company will be paid for the performance of the Services specified herein. No other charges or costs will be allowed. During each Contract Year, and any renewal option periods, Authority will pay Company per the rates listed below. Company will submit a monthly invoice for Services completed and accepted by Authority during the designated period by the tenth (10th) of the month following the month in which the Services were provided. For any payment period of less than one month, payment shall be on a pro-rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the month for which the Services are payable.

Contract Year	Nightly Janitorial Services Fixed Rate per Sq. Ft.	Day Maid Monthly Rate	Day Porter/Maintenance Helper Monthly Rate
1	\$.1332	\$4,115.63	\$4,540.55
2	\$.137	\$4,239.10	\$4,676.77
3	\$.142	\$4,366.27	\$4,817.07
Renewal Option 1	\$.1459	\$4,497.26	\$4,961.58
Renewal Option 2	\$.15	\$4,632.18	\$5,110.43

B. Extra Work and changes in work may be added or deleted only by Authority approved Work Order. Any Extra Work or changes in work shall be at rates to be negotiated by the Authority Director of Commercial Real Estate.

5.3 Invoices

Invoices required by this Contract will be created and submitted by Company to Authority Finance Department via email to Payables@TampaAirport.com in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, description of Services, and purchase order number.

5.4 Payment Method

Company will receive electronic payments via Automated Clearing House (ACH), ePayables, or Purchasing Card (PCard). Information regarding the electronic payment methods and processes, including net terms, is available on Authority website at www.TampaAirport.com > Business & Community > Business Opportunities > Supplier Resources > Electronic Payment Methods. Authority reserves the right to modify the electronic payment methods and processes at any time. Company may change its selected electronic payment method during the Term of this Contract in coordination with Accounts Payable.

In accordance with Florida Statute Section 501.0117, companies that accept credit cards as a valid form of payment are prohibited from imposing a surcharge.

5.5 Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Contract for the convenience of Authority, Authority will compensate Company as listed below; however, in no event shall Company be entitled to any

damages or remedies for wrongful termination.

- A. All Services performed prior to the effective date of termination; and
- B. Expenses incurred by Company in effecting the termination of this Contract as approved in advance in writing by Authority.

6. TAXES

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

7. PERMITS AND LICENSES

Company will obtain and maintain throughout the Term all permits, licenses, or other authorizations required in connection with the operation of Company's business at SkyCenter One and/or at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to Authority.

8. OWNERSHIP OF DOCUMENTS

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

9. QUALITY ASSURANCE

Company will be solely responsible for the quality of all Services furnished by Company, its employees and/or its subcontractors under this Contract. All Services furnished by Company, its employees and/or its subcontractors must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must be fit and suitable for the purposes intended by Authority. Company's Services and deliverables must conform with all applicable Federal and State laws, regulations, and ordinances.

10. NON-EXCLUSIVE

Company acknowledges that Authority has hired, or may hire, others to perform Services similar

to or the same as those within Company's Services under this Contract. Company further acknowledges that this Contract is not a guarantee of the assignment of any Services and that the assignment of Services to others is solely within Authority's discretion.

11. DEFAULT, REMEDIES, AND TERMINATION RIGHTS

11.1 Events of Default

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

- A. The failure or omission by Company to perform its obligations under this Contract or the breach of any terms, conditions and covenants required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Contract, failure to perform any of the provisions of this Contract or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) days of receipt by Company of Authority written notice to cease said business or acts.
- C. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- D. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- E. Company's violation of Florida Statute Section 287.133, concerning criminal activity on contracts with public entities.

11.2 Authority Remedies

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

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

this Contract; or

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

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Contract are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Contract or provided by law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Contract, and no acceptance of surrender will be valid unless in writing.

11.3 Company's Remedies

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

In the event it is determined by a court of competent jurisdiction that Authority has wrongfully terminated this Contract, such termination shall automatically be deemed a termination for convenience under Section 4, Term, Subsection 3, Early Termination.

11.4 Continuing Responsibilities of Company

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

12. INDEMNIFICATION

A. To the maximum extent permitted by Florida law, in addition to the Company's obligation to provide pay for and maintain insurance as set forth elsewhere in this Contract, the Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and dispute resolution costs) caused in whole or in part by the:

1. presence on, use or occupancy of Authority property;
2. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. any breach of the terms of this Contract;
4. performance, non-performance or purported performance of this Contract;
5. violation of any law, regulation, rule, order, decree, ordinance, Federal Directive or Federal Circular;
6. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

by the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company, whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies and shall be construed to include any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, or volunteers.

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, liens, expenses, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:

1. presence on, use or occupancy of Authority property;
2. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. any breach of the terms of this Contract;
4. performance, non-performance or purported performance of this Contract;
5. violation of any law, regulation, rule, order, decree, ordinance, Federal Directive, Federal

Circular or ordinance;

6. infringement of any patent, copyright, trademark, trade dress or trade secret rights;

7. contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals, or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant

by the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Company, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder. This duty to defend obligation expressly applies and shall be construed to include any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, or volunteers.

C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Contract.

D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract, or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against Company, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

F. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this

Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

H. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.

I. If the above Articles A - H or any part of Articles A – H are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

13. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

13.1 Books and Records

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

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

At any time or times during the Term of this Contract or within three years after the end of this Contract, the Authority, FAA, Federal Highway Administration, FDOT, FEMA, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each (Auditors), have the right to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by Company under this Contract for the purpose of determining compliance with this Contract.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Contract or any work order, as well as records of parent, affiliate, and subsidiary companies and any subconsultants or subcontractors directly pertinent to this Contract or any work order. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Auditors or will provide records electronically in a computer-readable format acceptable to the Auditors at no additional cost to conduct the

engagement as set forth in this Article.

Company agrees to deliver or provide access to all records requested by Auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that Authority would incur additional costs if records requested by Auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may assess the Company liquidated damages in the amount of one hundred dollars (\$100.00) for each item in a records request, per calendar day, for each time Company is late in submitting requested records to perform the engagement. Accrual of such damages will continue until specific performance is accomplished. These liquidated damages are not an exclusive remedy and Authority retains its rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Company's failure to comply.

Auditors have the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to retain copies of any and all records as needed to support auditor workpapers.

If as a result of any engagement it is determined that Company has overcharged Authority, Company will re-pay Authority for such overcharge and Authority may assess interest of up to twelve percent (12%) per year on the overcharge from the date the overcharge occurred.

Approvals by the Authority's staff for any Services included or not included in this Contract do not act as a waiver or limitation of the Auditor's right to perform engagements.

The Company will notify the Authority no later than seven (7) days after receiving knowledge that it is subject to any other audit, inspection or attestation engagement related to this Contract and provide Authority a copy of any audit documents or reports so received.

Company agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. Company will include a provision providing Auditors the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Contract.

14. INSURANCE

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 as additional insureds.

14.1 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 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.

14.2 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. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 30 37 10 01.

	<u>Contract Specific</u>
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

14.3 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

14.4 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 Damage
Combined \$1,000,000

14.5 Commercial Crime

The minimum limits of Commercial Crime insurance, including coverage for losses to “Clients’ Property”, on a form no more restrictive than ISO form CG 04 01 08 13, covering, but not limited to, loss arising from employee theft, employee dishonesty, forgery or alteration, robbery, burglary, embezzlement, disappearance, destruction, money orders and counterfeit currency, depositors forgery, computer fraud, on-premises and in-transit are:

Each Occurrence

Each Occurrence \$1,000,000

14.6 Environmental

Such insurance will be maintained by Company on a form acceptable to Authority for liability resulting from pollution or other environmental impairment, which arises out of, or in connection with, work under this Contract. Company will provide and maintain environmental coverage from the inception of this Contract. If on an occurrence basis, the insurance must be maintained throughout the duration of this Contract. If a claims-made basis, the insurance must cover claims reported within three years of the end of this Contract. The coverage shall apply without regard to whether the loss is caused by Company or Company’s contractors, subcontractors, suppliers, consultants or subconsultants. The coverage shall not contain any asbestos abatement, silica, lead, per- and polyfluoroalkyl substances (PFAS), exterior insulation and finish systems (EIFS), permitted work, law, code or ordinance exclusion. Limits of Coverage will be:

Each Occurrence \$1,000,000
Annual Aggregate \$2,000,000

14.7 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.

14.8 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.

14.9 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.

14.10 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority 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 > Business & Community > Business Opportunities > Supplier Resources > Insurance for Suppliers.

15. TAKEOVER OF SERVICES

Authority will have the absolute right to immediately take over the operations of this Contract, either by itself or through others, as a result of Company's failure, for any reason whatsoever, to employ, maintain in its employ, or adequately provide for the Personnel necessary to keep the Airport open for public patronage.

16. NON-DISCRIMINATION

During the performance of this Contract, Company, for itself, its assignees, and successors in interest, agrees as follows:

- A. Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (Regulations), which are incorporated herein by reference and made a part of this Contract.
- B. Civil Rights. Company, with regard to the work performed by it under this Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited

to:

1. 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);
2. 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);
3. 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);
4. 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;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. 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);
7. 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);
8. 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;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- C. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company's obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- D. Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must 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 Regulations, orders, and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. In the event of Company's non-compliance with the non-discrimination provisions of this Contract, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Contract until Company complies, and/or cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Company will include the provisions of Paragraphs A through E above in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
- G. Company assures that, in the performance of its obligations under this Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action

program and will require the same of its subconsultants.

17. WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE

17.1 Authority Policy

Authority is committed to the participation of Woman and Minority-Owned Business Enterprises (W/MBEs) in non-concession, non-federally funded contracting opportunities in accordance with Authority W/MBE Policy and Program. Company will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform subcontracts under this Contract.

17.2 Non-Discrimination

- A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Company will carry out applicable requirements of Authority W/MBE Policy and Program in the award and administration of this Contract. Failure by Company to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Authority deems appropriate.
- B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase, or lease agreement.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements or contracts.
- D. Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (1) that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Company will fully comply with the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 as amended from time to time.
- E. In the event of breach of the above non-discrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Authority will have the right to terminate this Contract and to re-enter as if said Contract had never been made or issued. The provision will not be effective until the procedures of Title 49

CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

17.3 W/MBE Participation

- A. W/MBE Goal: No specific expectancy for W/MBE participation has been established for this Contract; however, Company agrees to make a good faith effort, in accordance with Authority W/MBE Policy and Program, throughout the Term of this Contract, to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Contract.
- B. W/MBE Termination and Substitution: Company is prohibited from terminating or altering or changing the Services of a W/MBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during this Contract will be a material violation of this Contract and will invoke the sanctions for non-compliance specified in this Contract and the W/MBE Policy and Program.
- C. Monitoring: Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the W/MBE participant, and other records pertaining to W/MBE participation, which Company will maintain for a minimum of three years following the end of this Contract. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension, or material amendment of this Contract to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Contract, Authority reserves the right to review and approve all subleases or subcontracts utilized by Company for the achievement of these goals.
- D. Prompt Payment: Company agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment Company receives from Authority. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both W/MBE and non-W/MBE subcontractors.

18. AUTHORITY APPROVALS

Contract for Janitorial Services at SkyCenter One
Hillsborough County Aviation Authority
Flagship Aviation Services LLC

CONTRACT

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

19. DATA SECURITY

Company will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third-party data that Company may gain access to or be in possession of in providing the Services of this Contract. 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 and its employees, vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by Authority 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 breach or potential breach of security relating to Authority data or third-party data, Company will promptly:

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

20. DISPUTE RESOLUTION

20.1 Claims and Disputes

- A. A claim is a written demand or assertion by one of the Parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time, or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.
- B. If for any reason Company deems that additional cost or Contract time is due to Company for work not clearly provided for in this Contract, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Contract time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.
- C. Written notice of intention to claim must be made within ten (10) days after Company first

recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.

- D. When the work on which the claim for additional cost or Contract time is based has been completed, Company will, within ten (10) days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Contract and maintain effective progress to complete the work within the time(s) set forth in this Contract.
- F. The making of final payment for this Contract may constitute a waiver of all claims by Authority except those arising from:
 - 1. Claims, security interests or encumbrances arising out of this Contract and unsettled;
 - 2. Failure of the work to comply with the requirements of this Contract;
 - 3. Terms of special warranties required by this Contract; and
 - 4. Latent defects.

20.2 Resolution of Claims and Disputes

A. The following shall occur as a condition precedent to Authority review of a claim unless waived in writing by Authority.

First Meeting: Within five (5) days after a claim is submitted in writing, Company's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Second Meeting: If the First Meeting fails to resolve the dispute or if the Parties fail to meet, a senior executive for Company and for Authority, neither of which have day to day Contract responsibilities, shall meet, within ten (10) days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Authority may invite other Parties as necessary to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Following the First Meeting and the Second Meeting, Authority will review Company's claims and

may (1) request additional information from Company which will be immediately provided to Authority, or (2) render a decision on all or part of the claim in writing within twenty-one (21) days following the receipt of such claim or receipt of additional information requested.

If Authority decides that the work related to such claim should proceed regardless of Authority disposition of such claim, Authority will issue to Company a written directive to proceed. Company will proceed as instructed.

B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.

C. Any action initiated by either party associated with a claim or dispute will be brought in accordance with the Applicable Law and Venue Article below.

21. NON-EXCLUSIVE RIGHTS

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

22. WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority, and its officers, Board, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

23. LAWS, REGULATIONS, ORDINANCES, AND RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the Federal, State, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government including but not limited

to FAA or TSA. If Company, its officers, employees, agents, subcontractors, or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 15 days from the date of written notice from Authority.

24. COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

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

- A. Keep and maintain public records required by the Authority in order to perform the Services contemplated by this Contract.
- B. Upon request from the Authority custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by applicable law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the Term of this Contract and following completion of the Term of this Contract.
- D. Upon completion of the Term of this Contract, keep and maintain public records required by the Authority to perform the Services. The Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority custodian of public records, in a format that is compatible with the information technology systems of the Authority.

The Authority maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Authority's record management process. Once that occurs, the paper original version of this document will be destroyed.

25. CONTRACT MADE IN FLORIDA

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

26. NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:
(MAIL DELIVERY)

HILLSBOROUGH COUNTY AVIATION
AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P.O. BOX 22287
TAMPA, FLORIDA 33622-2287
ATTN: CHIEF EXECUTIVE OFFICER

OR (HAND DELIVERY)
HILLSBOROUGH COUNTY
AVIATION
AUTHORITY
SKYCENTER ONE
5411 SKYCENTER DRIVE
SUITE 500
TAMPA, FLORIDA 33607-1470
ATTN: CHIEF EXECUTIVE
OFFICER

TO FLAGSHIP AVIATION SERVICES LLC:

(MAIL DELIVERY)
405 S. KIMBALL AVENUE
SOUTHLAKE, TX 76092
ATTN: CHIEF EXECUTIVE OFFICER

OR (HAND DELIVERY)
405 S. KIMBALL AVENUE
SOUTHLAKE, TX 76092
ATTN: CHIEF EXECUTIVE
OFFICER

or to such other address as either party may designate in writing by notice to the other party delivered in accordance with the provisions of this Article.

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

27. SUBORDINATION OF CONTRACT

It is mutually understood and agreed that this Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Contract will be subordinate to the

license or permit of entry which may be granted by the Secretary of Defense.

28. SUBORDINATION TO TRUST AGREEMENT

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

29. ASSIGNMENT AND SUBCONTRACTING

Company will not assign, subcontract, sublease, or license this Contract without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Contract.

In no event will any approved assignment, subcontract, sublease, or license diminish Authority rights to enforce any and all provisions of this Contract.

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Contract during the remainder of the Term. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority.

30. APPLICABLE LAW AND VENUE

This Contract will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Contract will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

The Company hereby waives any claim against the Authority and the indemnified parties for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Contract or any part hereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

31. SCRUTINIZED COMPANIES

Company is required to complete Exhibit D, Scrutinized Company Certification, at the time this Contract is executed and to complete a new Exhibit D for each renewal option period, if any.

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

32. ANTI-HUMAN TRAFFICKING LAWS

Company is required to complete Exhibit E, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time this Contract is executed and to complete a new Exhibit E for each renewal option period, if any.

This Contract will be terminated in accordance with Florida Statute Section 787.06(13) if it found that Company submitted a false Affidavit of Compliance with Anti-Human Trafficking as provided in Florida Statute Section 787.06(13).

33. RELATIONSHIP OF PARTIES

The Company is and will be deemed to be an independent contractor and operator responsible for its acts or omissions, and the Authority will in no way be responsible therefore.

34. RIGHT TO AMEND

In the event that the United States Government including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes to this Contract as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

35. TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

36. TENANCY

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

37. AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

38. E-VERIFY REQUIREMENT

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.

39. FAA APPROVAL

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

40. AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Contract, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and

Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out in this Contract, or in the event of a foreign address delivery by Federal Express, and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the State or Federal courts located in Hillsborough County, Florida, and waives any and all obligation and protests thereto, any laws to the contrary notwithstanding.

41. INVALIDITY OF CLAUSES

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

42. HEADINGS

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

43. PUBLIC ENTITY CRIME

Company attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes.

44. MISCELLANEOUS

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

45. ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company

have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Contract.

46. ORDER OF PRECEDENCE

In the event of any conflict(s) among the Contract Documents, Company will present conflict for resolution to Authority. Any costs resulting from Authority resolution of the conflict shall be borne by Company.

47. CONTRACT CHANGES

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

- A. a change in the Scope of Services, if any;
- B. a change of the Contract amount, fees, hourly rates or other costs, if any;
- C. a change of the basis of payment, if any;
- D. a change in Contract time, if any; and
- E. changes to the terms and conditions of this Contract including, but not limited to, the W/MBE or DBE percentage rate, if any.

47.1 Claim for Payment

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

Changes in the Services will be performed under applicable provisions of the Contract Documents, and Company will proceed promptly, unless otherwise provided in the change order, amendment, or other written instrument.

47.2 Right to Carry Out the Services

If Company defaults or neglects to carry out the Services in accordance with the Contract

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

48. COMPLETE CONTRACT

This Contract represents the complete understanding between the Parties, and any prior contracts, agreements, or representations, whether written or verbal, are hereby superseded. This Contract may subsequently be amended only by written instrument signed by the Parties hereto unless provided otherwise within the terms and conditions of this Contract.

[Remainder of Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 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

Printed Name

BY: _____
David Scott Knight, Assistant General Counsel

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 _____, 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

FLAGSHIP AVIATION SERVICES LLC

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

FLAGSHIP AVIATION SERVICES LLC

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

Exhibit A

Scope of Services

A. Authority Rights

This Scope of Services details the type of work and deliverables that may be requested by Authority from Company. Services will only begin upon the completion and full execution of this Contract.

1. Authority reserves the right to:
 - a) Add or delete areas to the Cleanable Square Footage and modify Routine Cleanings or Project Cleaning requirement resulting from changes in incidences that in Authority's opinion require modifications. Payment will be adjusted in accordance with unit pricing listed in Article 5, Fees and Payments.
 - b) Review and regularly inspect the Cleaning Agents, materials, supplies and equipment and, as necessary, obtain samples and/or conduct independent testing to verify the effectiveness of Cleaning Agents, materials, supplies and equipment and the accuracy of the material safety data sheets (MSDS). Testing may be conducted by a third party. If inspections and/or testing identify Cleaning Agents, materials, supplies and/or equipment that, in Authority's opinion, does not provide effective sanitation or cleanliness or are not performing properly, Authority may require alternate Cleaning Agents, materials, supplies or equipment which meets Authority's standards at no additional cost to Authority.
 - c) Conduct inspections of the Services at any time. Authority inspection discrepancies will be documented in a report format to include any Services not meeting minimum cleaning standards as defined in Exhibit B, Cleaning Specifications and Standards. Such report will be provided by Authority to Company identifying any discrepancies.
 - d) Assess fees in accordance with Article 5, Fees and Payments.
 - e) Require adjustments to Cleaning Schedule as may be necessary to meet the minimum cleaning standards, as detailed in Exhibit B, Cleaning Specifications and Standards, Paragraph 2, Cleaning Standards.
 - f) Conduct custodial cleaning effectiveness assessments that include soliciting feedback from tenants and Authority's Agent regarding the cleanliness of SkyCenter One on a regular basis via visual inspections, surveys and/or a complaint system. Results of any such assessment will be addressed with

Company and Company will make modifications to the Cleaning Schedule, Cleaning Agents, materials, supplies, equipment, and/or Personnel training as necessary as directed by Authority's Agent.

- g) Approve Company's Personnel that will perform Services within Authority areas at SkyCenter One deemed sensitive by Authority.
- h) Require the immediate termination of any Personnel as determined by the Director of Commercial Real Estate or designee, including the immediate termination/replacement of the Site Manager. Company will appoint an Authority approved interim Site Manager replacement until a permanent replacement is identified by Company and approved by Authority.
- i) Withhold from any payment otherwise due and payable to Company, such sums as Authority deems necessary or desirable to protect itself against failure or delay in performance by Company of its obligation hereunder, which right may be exercised by Authority with or without revoking or terminating this Contract.
- j) Perform the Services or hire others to perform the Services and invoice the Company for any costs in excess of the rates listed in Article 5, Fees and Payments if any type of strike, boycott, picketing or work stoppage is directed against Company at SkyCenter One which results in the discontinuance of Services performed under this Contract. Authority will prorate payments for Services completed but not invoiced by Company up until the time of any Service stoppage.

2. Authority Responsibilities

Authority will be responsible for:

- a) Providing electricity and water generally available at SkyCenter One as required to perform the Scope of Services under this Contract, at no cost to Company.
- b) Initial issuance of access keys required for all spaces for performance of this Contract as deemed necessary by Authority.
- c) Provide parking at designated locations for employees directly and actively engaged in providing the Services at no cost to the Company.

3. Authority's Agent

Authority will designate an Agent responsible for:

- a) The day-to-day communication with Company's Site Manager.
- b) Monitoring, interpreting and overseeing Company's work with regard to, but not limited to, quality of work performed, the manner of performance, rate of progress of the work, acceptability of Cleaning Agents, materials, supplies and equipment furnished by Company, compliance with minimum cleaning standards and Authority satisfaction with performance levels.
- c) Coordinating any adjustments to the Services and required remediation.
- d) Authorizing minor changes or alterations in the work not involving extra costs and not inconsistent with the overall intent of this Contract.
- e) Monitoring and verifying pay applications.
- f) Reporting any issue that cannot be resolved with Company to the Director of Commercial Real Estate for final determination.

B. Company Responsibilities

1. Company will:

- a) Comply with all terms and conditions of this Contract to achieve and maintain the highest level of Services at SkyCenter One.
- b) Comply with all federal, State, and local laws, executive orders, rules and regulations applicable to the provision of Services.
- c) Obtain and maintain all licenses required to perform the Services at SkyCenter One.
- d) Provide all labor, Cleaning Agents, materials, supplies, equipment, tools, vehicle transportation, uniforms and any other items or services necessary to coordinate, supervise, administer, and perform Services.
- e) Manage the activities of all subcontractors and Personnel.
- f) Conduct re-cleaning for completed cleaning that is determined unacceptable to Authority at no cost to Authority.
- g) Keep assigned storage spaces neat, clean, in good repair and in compliance with all applicable regulations, codes, manufacturer requirements and Airport

regulations regarding storage of Cleaning Agents, supplies, materials and equipment.

2. Deficiencies, Incidents, Accidents and Complaints

- a) Correct all Authority or third party identified deficiencies, including immediately responding to remediate any janitorial services hazard created or discovered that could cause damage or injury to Personnel, SkyCenter One, or the public such as tripping or slip and fall hazards, and/or failure to properly meet Occupational Safety and Health Administration (OSHA) requirements which result from inspections or tests. A written response will be sent to Authority that addresses all deficiencies within 30 days of receipt of the written inspection or test report, except instances requiring an immediate response, as determined by Authority. In the event Company does not agree with the findings of Authority, Company will provide specific evidence to substantiate its disagreement.
- b) Resolve all claims arising out of any incident or accident during the performance of this Contract that involves property damage and/or injury.
- c) Remediate any issue identified by Authority and any complaints by any user of SkyCenter One.

3. Reporting and Documentation

- a) Company shall develop, maintain, update, and provide the required plans and reports as detailed below in sufficient detail so Authority can determine that Company is in full compliance with all Contract requirements and all applicable laws. All plans and reports and any other records and documentation provided to Authority will become the property of Authority.
- b) **Cleaning Schedule**
Services will be scheduled and completed in such a way that they do not disrupt the functions and normal day-to-day operations of SkyCenter One.
- c) **Storage Plan**
Maintain a detailed storage plan that addresses safe storage of Cleaning Agents, materials, supplies, tools and equipment at SkyCenter One in accordance with manufacturer specifications, applicable laws and as required by Authority.
- d) **General Rules for Employee Conduct**
Develop and implement general rules for employee conduct that instruct Personnel to:

- i. Be clean and neat;
- ii. Deal with customers in a prompt, polite, and business-like manner;
- iii. Be able to communicate effectively in English to carry out their job requirements;
- iv. Comply with Authority Rules and Regulations;
- v. Not use improper language, act in a loud, boisterous or improper manner; and
- vi. Not solicit or accept gratuities.

The general rules for employee conduct will be part of this Contract and will be reviewed from time to time by the Authority's Agent for modifications, as necessary.

4. Cleaning Agents, Materials, Supplies and Equipment, Company shall:
 - a) Provide a complete list of Cleaning Agents, supplies, materials and equipment to the Authority's Agent at least 30 days prior to the commencement of this Contract. The list must include the product name, brand name, model number (if applicable), and catalog reference (name of catalog and item number). A copy of an MSDS must be attached to the list for each Cleaning Agent. The list and each MSDS must be kept current during the term of this Contract.
 - b) Store all Cleaning Agents, supplies, materials and equipment in assigned storage areas at SkyCenter One in accordance with manufacturer specifications and as required by Authority.
 - c) Keep an inventory of all supplies and materials. Each month, report inventory to Authority's Agent and make recommendations for supply orders.
 - d) Use all Cleaning Agents, supplies, materials and equipment in strict compliance with all applicable federal, state and local environmental and safety laws and regulations.
 - e) Maintain all equipment in good, clean, total functional operating condition at all times.

- f) Bear all risk of loss, damage or theft.
- g) Perform the Services in a manner to ensure the safety of Company's employees and employees at and users of SkyCenter One and to ensure the protection of SkyCenter One regarding any claims related to the Cleaning Agents, materials, supplies and equipment furnished and used under this Contract.
- h) Not use chemicals containing ammonia, chlorine, bleach or powdered abrasive cleaners without written permission from Authority.

5. Management and Disposal of Chemical Waste

- a) Company is responsible for the management and disposal of all chemical wastes and other wastes that are generated through Company's cleaning actions and restricted from disposal in the sanitary system, including any associated costs. Solid wastes that exhibit no hazardous characteristics or contamination by regulated substances may be disposed of responsibly in available on-site Authority receptacles or dumpsters. Recyclable materials should be collected and disposed of per the guidelines in Exhibit B, Cleaning Specifications and Standards, Paragraph C, Recycling Program Collection Standards. No waste materials or effluent may be discharged outdoors or to Authority's storm water sewer system. Only wastewaters suitable for discharge to the sanitary sewer will be allowable. All sanitary sewer discharges will comply with Authority regulations.

6. Notifications

- a) Company shall immediately notify the Authority's Agent via e-mail regarding Personnel issues, incidents, accidents, problems, outages or malfunctions, and any other unusual occurrences. Notice must include an assessment of any damage or resulting or potential injury.
- b) Company shall immediately notify the Authority's Agent via telephone regarding any janitorial hazard created or discovered that could cause damage or injury to Personnel, SkyCenter One or the public such as tripping or slip and fall hazards, and/or failure to properly meet OSHA requirements.

7. Personnel

Company will:

- a) Abide by all state and federal regulations on the wages and hours of its employees, to include, but not be limited to, the Florida Human Relations Act, the Federal National Relations Act, the Federal Fair Labor Standards Act, the

Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

- b) Maintain a drug-free workplace within the meaning of the Florida Drug-Free Workplace Act and require Personnel to be drug tested upon reasonable suspicion of drug use.
- c) Ensure its Personnel and those doing business with Company comply with the Rules and Regulations of Authority.
- d) Maintain sufficient staffing levels to provide the highest level of Services at SkyCenter One and provide adequate supervision and inspections to assure that Personnel are correctly performing the Services.
- e) Pay any fines levied against SkyCenter One and Authority caused by Personnel, at no cost to Authority.
- f) Provide the Authority's Agent with Personnel's name, telephone number, and photo for access card issuance. Any individual who quits or is terminated must return the access card to the Site Manager immediately. The Site Manager will return the access card to the Authority's Agent. Notification of an individual's change of status will be reported to the Authority by the Authority's Agent immediately. No Personnel will be allowed to work at SkyCenter One without a valid access card.
- g) Be solely responsible for the safety, conduct and performance of its Personnel and take all necessary steps to terminate Personnel who participate in acts of misconduct. Immediately, upon written notice by Authority, Company will remove from its payroll at SkyCenter One, any employee who participates in unsafe and/or illegal acts, who violates Authority Rules and Regulations or who, in the opinion of Company or Authority, is otherwise detrimental to the public.
- h) Repair any property damage caused by Personnel through abuse, neglect, or misuse of equipment or supplies and considered other than normal wear and tear, at no cost to Authority.

Company's Personnel will:

- a) Possess a valid Florida driver's license if operating a motor vehicle on Airport roadways, be covered by Company's insurance and receive Authority vehicle area training, as applicable.

- b) Possess an operable cellular telephone to be carried at all times when on duty at SkyCenter One to ensure direct communication with Authority's Agent. Phone numbers are to be filed and maintained with Authority's Agent.
- c) Keep uniforms cleaned and well maintained. Permanently stained, torn, disheveled or unsightly uniforms must be replaced immediately at Company's expense.
- d) Deal with employees and tenants in a polite manner, be able to communicate effectively in English to carry out assigned job requirements, comply with Authority Rules and Regulations, and comply with Company's general rules for employee conduct.
- e) Not use improper language or act in a loud, boisterous or improper manner.
- f) Immediately turn in all items of value found at SkyCenter One to the concierge or security guard located at the security desk in the lobby of SkyCenter One.
- g) Not solicit or accept, for any reason whatsoever, any gratuity from passengers, tenants, customers, or other persons.

8. Keys

- a) Secure keys at all times.
- b) Ensure keys are not taken off property.
- c) Keep keys not in use in a locked box.
- d) Restrict access to keys to essential Personnel only.
- e) Be responsible for all costs associated with replacing missing keys and/or installing new locks as a result of lost or misplaced keys. This cost will be paid by Company.

C. Extra Work

1. The Authority's Agent may order additions, deletions, or revisions to the Services under this Contract as necessary to meet Authority objectives. In the event the changes result in Extra Work charges to Authority, Company will advise Authority's Agent in writing of the proposed cost in accordance with the terms of this Contract. If Authority determines that the cost is fair and reasonable, Authority will issue a Work Order to document the change in the Scope of Services under this Contract.

2. If a satisfactory cost for the Extra Work or time to perform the Extra Work cannot be reached, Authority may terminate the Contract as it applies to the Extra Work in question and make such arrangements as may be deemed necessary to complete the Extra Work.
3. In the event of an emergency, as determined by Authority, Company will immediately redirect Personnel as necessary, to assist Authority with clean up. Examples of an emergency include but are not limited to flooding, construction debris, or hazard impacting operations. No penalties will be assessed for unaccomplished work due to the redirection of Personnel for such emergency response.

Exhibit B

Cleaning Specifications and Standards

A. Cleaning Specifications

Area: Lobbies and Common Areas Including but not limited to Entrances, Waiting Areas, and Primary Corridors	Daily	Weekly	Monthly	Quarterly
1. All entry mats and heavy traffic areas are thoroughly vacuumed.	✓			
2. Spot clean carpet as necessary using appropriate products.	✓			
3. Sweep all hard surface floors.	✓			
4. Mop all hard surface floors.		✓		
5. Empty and sanitize trash, ashtrays, urns and replace liners.	✓			
6. Dust and clean exposed ledges and other flat surfaces.	✓			
7. Clean and sanitize all entry door glass, side glass and handles.	✓			
8. Clean, disinfect and polish drinking fountains.	✓			
9. Dust, giving special attention to spider webs.		✓		
10. Spot vacuum all carpets.	✓			
11. Spot-clean all windows glass and glass partitions to hand height.	✓			
12. Spot clean desktops for large debris.	✓			
13. Dust horizontal surfaces to hand height.		✓		
14. Dust Baseboards.		✓		
15. Sweep edges and corners to remove debris.		✓		
16. Detail vacuum all carpet.		✓		
17. Remove fingerprints from doors, frames, light switches, kick plates, handles, and railings.	✓			
18. Clean all interior windows.			✓	
19. High dust above hand-height horizontal surfaces, including, but not limited to, shelves, ceilings, moldings, pipes, ducts, heating outlets.			✓	
20. Lock every exterior suite door upon exit. Return each interior office door to the state it was in before entering.	✓			
Area: Tenant Spaces and Office Areas Includes: Entrances, Waiting Areas, and Primary Corridors	Daily	Weekly	Monthly	Quarterly

1. Vacuum all mats, rugs and carpets, spot clean.		✓		
2. Vacuum all mats, rugs and carpets, spot clean in high-traffic areas	✓			
3. Sweep all hard surface floors, including the communicating stairs for Floors 3/4/5.	✓			
4. Mop all hard surface floors, including the communicating stairs for Floors 3/4/5.		✓		
5. Empty trash receptacles; sanitize and replace liners.	✓			
6. Remove broken-down cardboard and place in recycling room.	✓			
7. Clean and dust exposed surfaces of desks, tables, office furniture and filing cabinets.		✓		
8. Clean and dust all glass surfaces vertical and horizontal to hand height.				✓
9. Clean and sanitize all glass entryways.	✓			
10. Spot clean cubicle partitions as necessary.				✓
11. Clean, disinfect and polish drinking fountains.	✓			
12. Turn off designated lights.	✓			
13. Lock designated doors.	✓			
14. Damp clean countertops.	✓			
15. Clean baseboards		✓		
16. Dust interior window ledges		✓		
17. Remove fingerprints from doors, frames, light switches, kick plates, handles, and railings	✓			
18. High dust above hand height (70") all horizontal surfaces including, but not limited to, shelves, moldings, ledges, pipes, ducts, and heating outlets.			✓	
19. Remove dust and cobwebs from ceiling areas.			✓	
20. Spot mop composition floors with neutral cleaner (auto scrubber should be used where possible)	✓			
21. Lock every exterior suite door upon exit. Return each interior office door to the state it was in before entering.	✓			
A. Breakrooms	Daily	Weekly	Monthly	Quarterly
1. Sweep/damp mop floors.	✓			
2. Empty trash and replace liners.	✓			
3. Damp wipe the exterior of the refrigerator and microwave.	✓			
4. Clean and disinfect faucets, sinks and counters.	✓			

5. Clean and disinfect tables and chairs.	✓			
Area: Elevators Includes: 5 passenger, 1 service and 2 parking garage	Daily	Weekly	Monthly	Quarterly
1. Sweep/Vacuum floors and spot clean where necessary.	✓			
2. Mop floors and spot clean where necessary.		✓		
3. Clean, dust ceilings, doors, and walls, and polish finishes using appropriate products.	✓			
4. Clean and disinfect control panels and call buttons.	✓			
5. Clean and vacuum door tracks.	✓			
6. Detail door tracks.				✓
Area: Restrooms	Daily	Weekly	Monthly	Quarterly
1. Mop/Vacuum floors and clean using appropriate disinfectants.	✓			
2. Clean, dust mirrors, bright work and polish finishes using appropriate products.	✓			
3. Clean and sanitize all exposed surfaces of counters.	✓			
4. Clean and disinfect faucets, sinks, urinals, toilets, and seats with emphasis around any attachments, and bottoms of toilets and urinals.	✓			
5. Empty trash receptacles; sanitize and replace liners.	✓			
6. Empty, clean, sanitize sanitary napkin receptacles and replace liners.	✓			
7. Clean and disinfect stall partitions and doors.	✓			
8. Restock paper towels, toilet paper, hand soap, and check dispensers for proper operation.	✓			
9. Supplies delivered will be stored by Personnel in designated janitorial closet(s). UNLESS OTHERWISE SPECIFIED	✓			
10. Detail grout.			✓	
11. Clean, sanitize, and polish all fixtures including toilets bowls, urinals, and sinks.	✓			
12. Clean and polish chrome fittings.	✓			
13. Clean and polish glass and mirrors.	✓			
14. Remove spots, marks, stains, and splashes from areas.	✓			
15. Spot clean toilet partitions.	✓			
16. Sweep floors.	✓			
17. Damp mop floors with germicidal disinfectant.	✓			

18. Re-supply common area restroom dispensers during the day.	✓			
19. Re-supply personal area restroom dispensers during the night cleaning.	✓			
20. Fingerprints must be removed from doors, frames, light switches, kick plates, plush plates, handles and railings..	✓			
21. Low dust horizontal surfaces to hand height (70")		✓		
22. Dust toilet partitions.		✓		
23. Clean baseboards.		✓		
24. High dust above horizontal surfaces, including, but not limited to, shelves, ceilings, moldings, ledges, pipes, ducts, and heating outlets.			✓	
25. Remove dust and cobwebs from ceiling areas.			✓	
26. Wash and sanitize toilet partitions.			✓	
Area: Fitness Room	Daily	Weekly	Monthly	Quarterly
1. Sweep, mop and vacuum all floors and mats and remove tripping hazards.	✓			
2. Clean and disinfect mats.	✓			
3. Dust furnishing and fixtures.	✓			
4. Clean interior windows, shine doors and fixtures.	✓			
5. Clean and dust wall mirrors and light fixtures.	✓			
6. Clean and sanitize touchpoints on equipment. Use a maintenance checklist for inspections.	✓			
7. Clean and sanitize shower walls, curtains, doors, and fixtures.	✓			
8. Replenish shampoo, conditioner, and soap dispensers if applicable.	✓			
9. Clean and disinfect faucets, sinks and counters.	✓			
10. Clean and disinfect toilets and urinals.	✓			
11. Empty and sanitize sanitary napkin receptacles and replace liners.	✓			
12. Clean and sanitize stall partitions and doors.		✓		
13. Restock paper towels, toilet paper and hand soap.	✓			
14. Restock fresh towels and remove used towels for laundry services.	✓			
15. Detail grout in locker room and shower stall floors.			✓	

Area: Stairwells	Daily	Weekly	Monthly	Quarterly
1. Sweep, vacuum and spot clean stairs.	✓			
2. Mop all landing(s).		✓		
3. Clean and dust handrails and ledges.	✓			
4. Spot clean mats and carpets as necessary.	✓			
5. Police for litter, dust, and debris.	✓			
6. Dust, giving special attention to spider webs and "fuzzy" walls.		✓		
Area: Janitorial Closets	Daily	Weekly	Monthly	Quarterly
1. Must be maintained in orderly and clean fashion and be fully stocked.	✓			
2. Do not leave wet mops leaning against walls or equipment.	✓			
3. Vacuum cleaners are to be emptied and cleaned.	✓			
4. Make sure any running water is shut off.	✓			
Area: Conference Centers Includes: North and South Rooms plus Executive Room (three total)	Daily	Weekly	Monthly	Quarterly
1. Vacuum all rugs and carpet thoroughly giving special attention to under tables and chairs.	✓			
2. Empty trash; sanitize and replace liners.	✓			
3. Clean marker boards as necessary.	✓			
4. Dust and clean tables, glass surfaces, mirrors, picture frames and plaques, using appropriate product.	✓			
5. Low dust all chair legs, cross bars, baseboards, and chair rail trim.		✓		
6. Fabric seats vacuumed and spot cleaned.		✓		
7. Dust, giving special attention to spider webs and "fuzzy" walls.	✓			
Area: Café	Daily	Weekly	Monthly	Quarterly
1. Sweep/mop floors.	✓			
2. Empty trash and replace liners.	✓			
3. Sanitize tables.	✓			
4. Wipe down all the counters.	✓			
5. Clean the seats and benches.	✓			
Day Maid				
A. AOC & EOC	Daily	Weekly	Monthly	Quarterly
1. Clean and disinfect single-stall restrooms and 3 rd floor restrooms.	✓			

2. Restock restroom dispensers.	✓			
3. Empty trash receptacles	✓			
4. Clean and disinfect the breakroom.	✓			
5. Restock breakroom supplies.	✓			
6. Dispose all trash to the compactor.	✓			
B. Fitness Center	Daily	Weekly	Monthly	Quarterly
1. Clean and disinfect showers, toilets and urinals.	✓			
2. Clean and sanitize all touchpoints including equipment.	✓			
3. Restock paper towels, toilet paper and hand soap.	✓			
4. Restock fresh towels and remove used towels for laundry services.	✓			
5. Damp mop gym floor.	✓			
6. Dust furnishings and fixings.	✓			
C. Lobby Common Areas	Daily	Weekly	Monthly	Quarterly
1. Inspect seating areas.	✓			
2. Clean and sanitize all entry door glass, side glass and handles.	✓			
3. Clean and sanitize all touchpoints.	✓			
D. As Needed				
1. Vacuum, sanitize, and dust conference rooms and board room.				
2. Fold and inspect towels from the towel service company.				
Day Porter/Maintenance Helper				
A. Garage	Daily	Weekly	Monthly	Quarterly
1. Remove debris from the concrete floor on Floor 1 using a leaf backpack blower.	✓			
2. Remove all debris on grounds.	✓			
3. Clean and sanitize the lift gate access card reader.	✓			
4. Empty and sanitize trash receptacles.	✓			
5. Dust all spiderwebs from garage.	✓			
6. Clean and sanitize bike room.		✓		
7. Sweep, vacuum, mop stairwells.		✓		
8. Clean and sanitize EV charge stations on Floors 1 through 5.		✓		
B. Building Exterior Grounds	Daily	Weekly	Monthly	Quarterly

1. Clean and sanitize all tables and chairs.	✓			
2. Clean and sanitize all glass doors.	✓			
3. Remove debris from sidewalk entrances using a leaf backpack blower.	✓			
4. Clean the loading dock and trash room.	✓			
C. As Needed				
1. Set up and tear down SkyCenter One Conference Center.				
2. Assist Authority's Agent with any building requests.				
3. Submit janitorial supply orders to Authority's Agent.				
Day Maid and Day Porter				
A. Restrooms				
1. Clean and disinfect all restrooms (Floors 1 through 6).	✓			
2. Clean and disinfect single-stall restrooms (Floors 3 through 5).	✓			
3. Clean and disinfect Fitness Center restrooms.	✓			
4. Empty and sanitize all trash receptacles and sanitary napkin receptacles and replace liners.	✓			
B. Penthouse				
1. Check and sweep area.		✓		

B. Cleaning Standards

A. Minimum Cleaning Standards

Company will be required to meet or exceed the minimum cleaning standards listed below. The following standards are not to be construed as exhaustive. Any standards not specifically included but found necessary to properly clean or care for SkyCenter One, including but not limited to all flooring, glass, walls, metal, brightwork, and other surfaces, will be included as though written into these standards.

i. Cleaning Terms

- a. Clean and polished appearance means free from dirt, dust, stickers, stains, streaks, lint, cleaning marks, smudges, adhered foreign substances, gum, cobwebs, grease, oil, and grime with no evidence of surface spoilage or spotting resulting in surface reflections that are distinct without variance.

- b. Safe condition means all potential hazards have been temporarily barricaded to ensure public safety or the hazard has been removed/remediated and the potential hazard has been reported to Authority.
- c. Uniformly clean appearance means all surfaces are free from dirt, dust, stickers, stains, streaks, lint, cleaning marks, smudges, adhered foreign substances, gum, cobwebs, grease, oil, and grime with no evidence of surface spoilage or spotting.
- d. Uniformly bright appearance means all polished metal surface reflections are distinct without variance.

ii. Floor Care Standards

a. Cleaning Agents and Equipment

All carpet and hard floor Cleaning Agents and equipment will be pre-approved by the Authority's Agent. Manufacturer's floor cleaning recommendations for the Cleaning Agents and equipment will be closely followed. The equipment will be in good repair at all times.

If floor care is determined by the Authority's Agent to not meet the floor care minimum standards and the discrepancy is caused by improper procedures, Cleaning Agents or equipment used, the deficiency will be corrected within 48 hours of notification of the discrepancy. Testing of new Cleaning Agents and/or equipment will be coordinated through the Authority's Agent.

b. Barricades

A sufficient number of barricades, traffic cones and slip hazard signs approved by the Authority's Agent will be provided for each floor area being cleaned to adequately protect the public. All barricades, traffic cones and signage will be professionally designed for its intended use and will meet all OSHA safety standards. All barricades and directional equipment will be maintained to provide a clean appearance.

c. Drain Maintenance

Water will be strained from machines prior to water being poured down any sink drain. The straining device/method will be pre-approved by Authority's Agent. Floor drains or screens in any sink will not be removed. Liquid will be maintained in P-traps to prevent odors.

d. Carpet Care Processes

i. Carpets will be maintained in such a manner as to promote longevity and will be left in a clean, orderly, and safe condition. Carpets will be spot cleaned to prevent stains from becoming permanent. All stains, gum, food, debris, sticky substances, vomit, trash, bio-hazard spills, and other substances will be removed from the carpet using a properly diluted cleaning solution. Care will be taken to use a Cleaning Agent that will not harm the carpet fibers and ensure complete surface removal. The adjacent surfaces will be protected or cleaned following the spot removal operation. Damaged carpet will be reported to the Authority's Agent with a description of the damage and location.

ii. All vacuuming will be done with an upright vacuum with active vacuum and cylindrical brushing action. Stained areas will be treated with spot-cleaning solutions in accordance with the carpet manufacturer's recommendations. The spot-cleaning process will be performed until as much of the stain as possible has been removed. Pile lifting is an integral part of carpet cleaning in high-traffic areas and is required in all heavy-traffic areas before the extraction process.

The hot water extraction process will be performed as needed to maintain the minimum carpet cleaning standards over the entire carpeted surface and in accordance with the carpet manufacturer's recommendations to remove embedded dirt and grime, lift carpet pile, and return carpets to a clean, bright, and uniform appearance. Equipment with a cylindrical action will be utilized for cleaning, extracting, pile lifting and vacuuming to prevent damage to carpet fibers. The practice of using rotary bonnet equipment for cleaning or drying of carpet is typically not allowed and requires approval by the Authority's Agent.

Chairs, receptacles, tables, benches, and any other non-fixed items will be tipped or moved where necessary to allow for cleaning of the whole surface and will then be placed back into their original positions after the carpets are adequately dry. Fans and air movers will be used to ensure proper drying of carpets.

iii. Interior and exterior walk-off mats will be vacuumed and cleaned and will be free of all visible lint, litter, and soil. Carpet-style entrance mats will be vacuumed to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester

entrance mats will be swept, vacuumed, extracted, or hosed down and then dried to remove soil and grit. Soil underneath entrance mats will be removed, rubber backing will be cleaned to prevent mats from shifting or “walking” and cleaned mats returned to their normal location.

B. Chemical Management

Manage and dispose of all chemical wastes (and wastes otherwise restricted from disposal as sanitary wastes,) at no cost to Authority. Solid wastes that exhibit no hazardous characteristics or contamination by regulated substances may be disposed of responsibly in available on-site Authority Receptacles or dumpsters. No waste materials or effluent may be discharged outdoors or to Authority’s storm water sewer system. Only wastewater suitable for discharge to the sanitary sewer will be allowable. All sanitary sewer discharges will comply with Authority Rules and Regulations.

C. Recycling Program Collection Standards

- i. Recyclables collected from recycling receptacles will be placed in green-tinted plastic bag liners so that recyclable materials can be clearly identified and kept separate from collected garbage/trash.
- ii. All recyclables, including but not limited to paper, newsprint, plastic, aluminum, and cardboard, will be transported to the dock areas or collection sites as designated by Authority. The bags containing recycled materials will be emptied into the designated collection containers and the bags themselves will be disposed of as trash. Additionally, any bag appearing to contain material contaminated by more than 10% non-recyclable materials will be disposed of as trash and not placed in the recycling collection containers. Personnel will wear appropriate personal protective equipment (PPE) when conducting this work.
- iii. Tracking of oil, dirt, debris, salt, grease, wheel marks, or other outside substances into SkyCenter One will be prevented at all times when transporting recyclable materials. All garbage/trash collection containers will be cleaned on a regular basis to prevent offending odors and an unprofessional appearance.
- iv. Cardboard will be collected separately and transported to the designated cardboard compactor as available and compacted. All Personnel will be properly trained in the operation of the compactors to ensure that cardboard is appropriately placed in the compactors and completely compacted to prevent clogging of debris.
- v. Future recycling, composting or program enhancements that Authority implements, including but not limited to, changes in the recycling materials,

segregation approach, locations and types of recycling receptacles and volume of materials generated, will be adhered to and supported.

D. Sustainable Cleaning Standards and Processes

- i. **Environmentally Preferred Cleaning**
Environmental preferred cleaning includes the use of products or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose.
- ii. **Low Environmental-Impact Cleaning**
It is preferred to use cleaning practices, associated Cleaning Agents, and supply purchases to promote sustainability and improve safety and occupant well-being at SkyCenter One. This ensures that all cleaning procedures, equipment, and Cleaning Agents in use at SkyCenter One provide a clean and safe environment, reduce the risk of toxic chemical exposure to janitorial staff and SkyCenter One occupants, and maintain healthy air quality.
- iii. **Sustainable Cleaning Systems**
The use of sustainable cleaning systems protects the environment and protects occupants' exposure to toxic materials by reducing the overall need for janitorial staff to clean with chemicals. Wherever feasible, the use of microfiber dust mopping of floors and cleaning of hard surfaces should be employed, which in conjunction with the entryway systems, use of HEPA filters, and a daytime vacuum program to eliminate pollutants, reduce the need for wet/chemical cleaning. Concentrated Cleaning Agents will be diluted on site wherever available to reduce energy use involved with the transportation of the product and resource conservation from reduced packaging. This improves indoor air quality at SkyCenter One, reduces ground ozone formation, releases no ozone-depleting chemicals and reduces the risk of janitorial staff and SkyCenter One's occupants to toxic chemical exposure.
- iv. **Sustainable Cleaning Operating Procedures**
Standard operating procedures will be in place and followed reflecting the core principles of sustainable cleaning. Procedures will address how janitorial cleaning, hard floor maintenance, and carpet maintenance will be consistently implemented, managed, and audited. Procedures should also include proactive strategies to reduce contaminant infiltration at the source such as walk-off mats and daytime vacuuming.
- v. **Environmental Health and Safety Regulations Compliance**
All federal, state, and local health, safety and environmental regulations must be complied with, including Occupational Health and Safety Act (OSHA) requirements under the Hazard Communication Standard and the EPA Resource Conservation and Recovery Act (RCRA). Chemical storage on site should be

limited and chemicals must be stored safely with appropriate spill response equipment, procedures, and staff training.

- vi. **Chemical Concentrations and Dilution Systems**
Concentrated Cleaning Agents should be diluted on site; however, when applicable, concentrated Cleaning Agents that are packaged in “ready-to-dispense” (RTD) or other appropriate dilution systems are acceptable. All product dilution/dispensing systems will be pre-approved by the Authority’s Agent. Concentrated packaging systems are used to dilute and dispense a wide variety of concentrated cleaning solutions, from general purpose cleaners and glass cleaners to floor cleaners and restroom cleaners. The use of such Cleaning Agents reduces green-house gas emissions associated with transport of bulkier, “ready-to-use” Cleaning Agents.

Exhibit C

Sample Work Order

Work Order – Professional Services
Hillsborough County Aviation Authority
Janitorial Services at SkyCenter One
Flagship Aviation Services LLC

- 1. Work Order No.:
- 2. Project Title:
- 3. Authorization for Payment
Purchase Order No.: OR Purchasing Card Number provided

NOTE: The Purchase Order number must be entered above or Purchasing Card number provided to Company prior to signing this Work Order and prior to beginning work.

- 4. Contract Amount Summary

Contract Not-To-Exceed Amount		\$
Total of Previous Work Order(s)	-	\$
Subtotal		\$
Amount of this Work Order	-	\$
Remaining Contract Amount		\$

- 5. Project Information
 - A. Project Purpose:
 - B. Project Description:
 - C. Project Scope of Work and Deliverables:
 - D. Project Number:

- 6. 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)	
Data	\$
Printing	\$
Travel*	\$
Other:	\$
Other:	\$
Total Projected Reimbursable Cost	\$
Total Projected 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.

7. Payment
<insert applicable method of payment based on project length and/or milestones or deliverables>

<Projects one month and less>

Payment will be made in full upon completion of the project by Company and acceptance by Authority.

OR

<Projects 30 to 90 days>

Payment will be made in three installments of 25% of the total amount due at 30 days from commencement of services, 25% of the total amount due at 60 days from commencement of services, and the final 50% due upon full completion and acceptance of all deliverables by Authority.

OR

Payment will occur monthly based on time logs and hours completed each month

OR

<Projects exceeding 90 days>

Payment will be made in four equal installments at the 25%, 50% and 75% completion milestones with the final installment to be paid upon full completion and acceptance of all deliverables by Authority.

OR

Payment will occur monthly based on time logs and hours completed each month

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

Company:

Date:

Authorized Official:

Name:

Title:

Signature: _____

Hillsborough County Aviation Authority Approval of this Work Order

Department: Real Estate

Date:

Name:

Title:

Signature: _____

**cc: Central Records
Procurement Agent**

Exhibit D

Scrutinized Company Certification



Hillsborough County Aviation Authority
PO Box 22287
Tampa, FL 33622
Telephone. 813-870-8700

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, created pursuant to Florida Statute Section 215.4725, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods of services of \$1 million or more.

Company:		
Address:		
City:	State:	Zip Code:
Phone:	Email:	
Federal ID Number:		

I, _____, as a representative of _____
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, and has not been engaged in business operations in Cuba or Syria.

Signature

Title

Printed Name

Date

Exhibit E

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06(13), Florida Statutes, the undersigned, on behalf of Flagship Aviation Services LLC (“Company”), hereby attests under penalty of perjury that:

1. Flagship Aviation Services LLC does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

The undersigned is authorized to execute this affidavit on behalf of Flagship Aviation Services LLC.

Date: _____, 20_____

Signed: _____

Entity: _____

Name: _____

Title: _____