



# HILLSBOROUGH COUNTY AVIATION AUTHORITY

## BAGGAGE HANDLING SYSTEM TECHNICAL SUPPORT CONTRACT

### Parties And Addresses:

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

COMPANY: Pteris Global USA Inc.

HILLSBOROUGH COUNTY  
AVIATION AUTHORITY  
BAGGAGE HANDLING SYSTEM TECHNICAL SUPPORT CONTRACT

1. INTRODUCTION.....

2. DEFINITIONS.....

3. SCOPE OF SERVICES .....

4. TERM .....

5. FEES AND PAYMENTS.....

6. TAXES .....

7. OWNERSHIP OF DOCUMENTS .....

8. QUALITY ASSURANCE.....

9. NON-EXCLUSIVE .....

10. DEFAULT, REMEDIES, AND TERMINATION RIGHTS .....

11. INDEMNIFICATION .....

12. ACCOUNTING RECORDS/AUDIT REQUIREMENTS.....

13. LIQUIDATED DAMAGES.....

14. INSURANCE .....

15. NON-DISCRIMINATION .....

16. WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE .....

17. AUTHORITY APPROVALS .....

18. DATA SECURITY .....

19. USE OF ARTIFICIAL INTELLIGENCE.....

20. DISPUTE RESOLUTION.....

21. NON-EXCLUSIVE RIGHTS .....

22. WAIVER OF CLAIMS.....

23. LAWS, REGULATIONS, ORDINANCES, AND RULES .....

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

25. CONTRACT MADE IN FLORIDA .....

26. NOTICES AND COMMUNICATIONS.....

27. SUBORDINATION OF CONTRACT .....

28. SUBORDINATION TO TRUST AGREEMENT .....

29. ASSIGNMENT AND SUBCONTRACTING.....

30. APPLICABLE LAW AND VENUE .....

31. VPN.....

32. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES .....

33. RELATIONSHIP OF PARTIES .....

34. RIGHT TO AMEND .....

35. TIME IS OF THE ESSENCE.....

36. NON-DISCLOSURE .....

37. WAIVERS .....

38. AMERICANS WITH DISABILITIES ACT .....

39. COMPANY TENANCY .....

40. E-VERIFY REQUIREMENT .....

41. FAA APPROVAL.....

42. AGENT FOR SERVICE OF PROCESS .....

43. INVALIDITY OF CLAUSES.....

44. SEVERABILITY .....

45. HEADINGS .....

46. SIGNATURES.....

47. PUBLIC ENTITY CRIME .....

48. ANTI-HUMAN TRAFFICKING LAWS .....

49. MISCELLANEOUS.....

50. ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT .....

51. ORDER OF PRECEDENCE .....

52. CONTRACT CHANGES.....

53. COMPLETE CONTRACT .....

Exhibits:

- A – Work Order Form
- B – Authority Policy P412, Travel, Business Development and Working Meals Expenses
- C – Remote Access to Authority Information Systems
- D – Affidavit of Compliance with Anti-Human Trafficking Laws

## 1. INTRODUCTION

This Contract for Baggage Handling System Technical Support (Contract) is made and entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_ 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 Pteris Global USA Inc., a North Carolina 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 After Action Review (AAR)

A systematic process for identifying the root causes of problems or events and an approach for responding to them. Based on the idea that effective management requires more than merely “putting out fires” for Software Errors that develop, but instead requires finding a way to prevent such Software Errors from occurring again.

### 2.3 Airport

Tampa International Airport.

### 2.4 A Sort

Baggage handling facility that supports Airside A.

### 2.5 Airside Terminals

The four buildings designated as A, C, E, and F, supporting passenger airline operations that are connected to the Main Terminal through which passenger aircraft are loaded or unloaded.

### 2.6 Authority Data

All data, including any drawings, specifications, reports, Authority Confidential Information, and any other information provided by Authority to Company, otherwise received by Company, or generated by Authority or Company for purposes relating to this Contract, including related

metadata.

## **2.7 Baggage Handling System (BHS)**

Conveyors installed at the Airport terminals for the transport of checked baggage from ticket counters to areas where bags can be loaded onto aircraft.

## **2.8 Board**

The Hillsborough County Aviation Authority Board of Directors.

## **2.9 CEO**

The Hillsborough County Aviation Authority Chief Executive Officer.

## **2.10 Confidential Information**

Includes all scientific, technical, financial, business and other information, all manufacturing, marketing, sales and distribution data, all scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, intellectual property, trade secrets, computer programs and systems, processes, practices, ideas, inventions, designs, samples, plans, and drawings that would otherwise be a trade secret.

## **2.11 Contract Documents**

This Company for Contract, including all exhibits, schedules, subsequent amendments, and attachments thereto, executed by and between the Authority and the Company.

## **2.12 Contract Manager**

Authority representative responsible for coordinating and overseeing Company 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.

## **2.13 Data Breach**

Includes (a) the loss or misuse (by any means) of any Authority Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Authority Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Authority Confidential Information.

## **2.14 Enhancement**

Any modification or addition that, when made or added to the Software, materially changes the Software's utility, efficiency, functional capacity, or application, but that does not constitute

solely an Error Correction. Enhancements may be designated by Company as minor or major, depending on Company's assessment of their value and of the function added to the Software.

### **2.15 Error Correction**

Either a change or addition that when made or added establishes substantial conformity of the Software to the Scope of Services, or a procedure or routine that, when made or added to the Software, brings the operation of the Software into material conformance with the applicable Scope of Services, without changing the basic function of the Software.

### **2.16 Extra Work**

Work beyond the normal required services as specified in Article 4, Scope of Services, that is priced and authorized by Authority by signed Work Order.

### **2.17 FAA**

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

### **2.18 Human-Machine Interface (HMI)**

A graphics-based visualization interfaces between human beings and machines providing industrial control and monitoring of a system.

### **2.19 Level 1 Support**

Front line immediate support by Authority personnel to troubleshoot and resolve BHS issues.

### **2.20 Level 2 Support**

Supplemental support by Company Personnel to assist in troubleshooting and resolving BHS issues.

### **2.21 Lower (Machine) Level Controls**

Supervisory Control and Data Acquisition (SCADA) software and input/output hardware, such as Programmable Logic Controller (PLC).

### **2.22 Main Terminal**

The nine-level central passenger terminal building at the Airport that contains: Level 1-baggage claim; Level 2-airline ticket counters; Level 3-transfer to Airside Terminals; Levels 4 through 9 - six (6) short term parking levels; and Levels 1 through 8 – eight (8) long term parking levels.

### **2.23 Malware**

Any type of Software that is designed to harm, impact, or access the Software or any other Authority systems.

#### **2.24 Personally Identifiable Information (PII)**

Personal data or information that relates to a specific, identifiable, individual person, including Authority personnel. For the avoidance of doubt, PII includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other cardholder data; (c) Criminal Justice Information Services (CIJS); (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as PII under the breach notification laws of the fifty states of the United States.

#### **2.25 Personnel**

Individuals who are directly employed or contracted by Company to perform the Services at the Airport.

#### **2.26 Programmable Logic Controller (PLC)**

A digital computer used for automation of typical industrial electromechanical processes, such as control of machinery on baggage handling systems.

#### **2.27 Release**

New versions of the Software, which may include both Software Error Corrections and Enhancements.

#### **2.28 Services**

Work performed by the Company in satisfaction of Scope of Services.

#### **2.29 Software**

Collectively or individually the computer programs licensed under this Contract, including, without limitation, the programs for each subsystem.

#### **2.30 Software Errors**

Any failure of the Software to substantially conform the applicable Scope of Services. However, any nonconformity resulting from Authority misuse, improper use, alterations, or damage to Software, or Authority combining or merging Software with hardware or software not supplied or identified as compatible by Company, shall not be considered an Error.

#### **2.31 Support Engineer**

Company's representative is comprehensively familiar with the Authority's BHS, providing technical assistance to Authority in accordance with Article 4, Scope of Services.

### **2.32 System**

Each of the applications described in the Scope of Services, including equipment, other hardware, and Software. In most cases, the System software will share equipment. For the avoidance of doubt, the applicable core applications, e.g. BHS software, are Systems under this Contract.

### **2.33 Term**

October 11, 2024 through October 10, 2029, including renewal options.

### **2.34 Transportation Security Administration (TSA)**

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

### **2.35 Upgrades**

New version of Software that generally add features, new functionality, new certifications, and/or that generally increase capacity of the Software to process information. Upgrades includes, but are not limited to, Releases, which may include both Error Corrections and Enhancements.

### **2.36 Upper-Level Controls**

Software and hardware providing data storage, alarming functions and communications from upper-level SCADA devices.

### **2.37 Vice President of Maintenance**

Authority contact person responsible for notifying Company regarding required Services and Company's primary contact for all Services under this Contract.

### **2.38 Virtual Private Network (VPN)**

The secure network connection that provides the Company with access to the Authority system.

### **2.39 Work Order**

A form used to document the scope and cost of any authorized Extra Work and signed by both Company and Authority.



### 3. EXHIBITS

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Contract. Based on the needs of the Authority, the Exhibits may be modified from time to time by letter to Company without formal amendment to this Contract.

- A. Exhibit A, Work Order Form
- B. Exhibit B, Authority Policy P412, Travel and Business Development Expenses
- C. Exhibit C, Remote Access to Authority Information Systems
- D. Exhibit D, Affidavit of Compliance with Anti-Human Trafficking Laws

### 4. SCOPE OF SERVICES

#### 4.1 Scope of Services

This Scope of Services details the type of Services and deliverables that may be requested by Authority from Company as provided below:

- A. Company agrees to provide Level 2 Support and will respond within 30 minutes or less from the time Company acknowledges receipt of an initial support request. The Support Engineer will troubleshoot via telephone and/or Internet-based support for the subscribed BHS systems and BHS elements listed below:
  - a. BHS Systems
    - i. Landside – East
    - ii. A Sort
    - iii. Airside C
  - b. BHS Elements
    - i. Lower (Machine) Level Controls (e.g. PLCs, MCPs, field devices, etc.)
    - ii. HMI
    - iii. Upper-Level Controls software
- B. Company will provide a toll-free phone number that is monitored 24/7 to Authority to increase speed of response and improve efficiency of support. As a backup method of contact, a web-based support portal will also be available. When Company's Support Engineer is engaged to work an issue, they will remain involved in the troubleshooting process until the problem has been resolved or no further work is necessary. During the course of troubleshooting an issue, it may be necessary for the Pteris Global USA, Inc. team to make small, non-security related program modifications to restore operations to the system. All of these modifications will be monitored and tested to ensure that

functionality has been restored and, in some cases, diagnostic code (“traps”) might be added to the programs for further investigation.

- C. Company’s Support Engineer will provide corrective software maintenance to maintain the BHS software. Company will review the “Hardware/Software Log(s)”, make any required software corrections, and provide any enhancement recommendations in the form of a report to the Authority.
- D. An onsite controls audit and/or personnel training may be requested by Authority through Extra Work. Dates, times, and the specific schedules applicable for each visit will be coordinated with and approved by Authority representative at least five (5) working days prior to the visit. Company’s service Personnel shall report to Authority at the start and completion of each visit and said service Personnel shall keep Authority informed of the work. At the conclusion of the visit, Company will prepare a report documenting the visit which will include, in addition to any other pertinent data: times of arrival and departure, the total time spent on each issue, materials replaced, software changes, the hours any equipment was out of service, the specific components which were inspected and/or adjusted and worker’s names and employee numbers. A completed copy of the service maintenance form shall be submitted on a monthly basis or more frequently as required. A complete maintenance log shall be available to Authority each month.
- E. A VPN connection to the site (with access to each BHS system) is required. A VPN user account will be provided by Authority. Required Authority Information Technology Services Department (ITS) forms and procedures will be maintained by Company support Personnel. Company will test VPN connections monthly and immediately report non-working VPN connections to Authority’s Contract Manager.
- F. Extra Work and Changes in the Work

Without invalidating this Contract, Authority may, at any time, order additions, deletions, or revisions in the Services specified in the Contract by written Work Order signed by Authority. In the event the Services will result in any extra charges to Authority, Company shall immediately so advise Authority in writing of the amount of the extra charges and Authority shall specifically authorized the charges before the work proceeds.

Upon receipt of the approved written Work Order, Company shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract. Authority shall have the right to make changes to the scope and character or quantity of the work as may be considered necessary or desirable to complete the proposed service in an acceptable and satisfactory manner. No work in addition to that contemplated by

this Contract shall be paid for unless authorized by written Work Order prior to the performance of such work.

- a. If Extra Work not included in this Contract is requested by Authority for examination, repair, or emergency call back service, Company's rate shall be \$\_\_\_200\_\_\_ per hour fixed for the five (5) year contract term.
- b. In case a satisfactory adjustment in price or time cannot be reached for any item requiring Extra Work, Authority reserves the right to make such arrangements as may be deemed necessary to complete that Extra Work.
- c. Authority may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents.
- d. All additional work will be reviewed and must receive prior approval, in writing, by Authority's Vice President of Maintenance or designee on a case-by-case basis.

#### **4.2 Authority's Contact Person**

Authority's Vice President of Maintenance or designee who will be responsible for notifying Company regarding required Services and will be Company's primary contact for all Services under this Contract.

#### **4.3 Company's Contract Manager**

Company has designated Aye Mon as the individual to be responsible for the overall Services (Contract Manager). The Contract Manager will be responsible for ensuring that all Services are provided as outlined in the Scope of Services and will be Company's primary contact for all Services under this Contract.

Company must not remove such Contract Manager from providing the Services contemplated by this Contract; provided, however, that the removal of such due to their incapacity, voluntary termination, or termination for 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 Contract Manager being replaced. Company will not make any changes to the Contract Manager until written notice is made to and approved by Authority's Vice President of Maintenance or designee.

### **5. TERM**

**5.1 Effective Date**

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

**5.2 Term**

The Term of this Contract commences on October 11, 2024 and will continue through October 10, 2029, unless terminated earlier as provided herein.

**5.3 Renewal Options**

This Contract may be renewed at the same terms and conditions hereunder for three (3), one (1) 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 October 10, 2032.

**5.4 Early Termination**

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

**6. FEES AND PAYMENTS**

**6.1 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

**6.2 Payment**

- A. Authority agrees to pay Company and Company agrees to accept from the Authority, in full consideration for the performance by the Company of all its duties and obligation under this Contract, the following amounts, fixed fees for the full term of the contract including renewal options:

1	Monthly retainer for described telephone and/or Internet-based response by Support Engineer (includes no hours). Prices are fixed for five (5) years.	\$3,000 per month
---	---	-------------------

2	Hourly labor rate for Support Engineer to provide telephone and/or internet-based response. Rate is fixed for five (5) years.	\$200 per hour
3	Onsite visits, which may be requested by the Authority and used for controls, audit, training, etc. per the Authority's desires. Travel costs will be approved in advance by the Vice President of Maintenance or designee, and will be paid in accordance with Exhibit B, Authority Policy P412, Travel, Business Development and Working Meals Expenses.	\$200 per hour plus approved travel costs

B. The minimum call charge for the above Item No. 2 response labor rate is dependent upon the time of the day and day of the week the response is solicited by the Authority:

Mon thru Fri; 08:00 -17:00 ET	30 minutes
Mon thru Fri, 17:01 – 23:00 ET	1 hour
Sat and Sun; 08:00 – 23:00 ET	1 hour
Mon thru Sun; 23:00 – 08:00	1 hour
Holidays	1 hour

### 6.3 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, and purchase order number.

### 6.4 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](http://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.

### 6.5 Travel and Business Development Expenses

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

Development and Working Meals Expenses.

#### **6.6 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.

#### **7. 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.

#### **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 work and that the assignment of work to others is solely within Authority's discretion.

The Authority acknowledges that for any work not performed or provided by the Company, the Company shall not assume any warranty or liability. Additionally, the Company shall not be held responsible for any disruptions, interference, or damages to its work resulting from third-party services or work engaged by the Authority. In such cases, the Company reserves the right to seek compensation for any additional costs incurred due to such disruptions or interference.

## **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 occurrence of the following: 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 Article 5, Term, Subsection 5.4, 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 Plans 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 will 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. LIQUIDATED DAMAGES**

If any portion of the Services required by this Contract are not commenced on the first date of the Contract Term, Authority will incur substantial injury, including loss of use of facilities, loss of revenue and inconvenience to the public. Damages arising from such injury cannot be calculated with any degree of certainty. Such liquidated damages are not a penalty, but are hereby fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the actual amount of damages that will be sustained by Authority as a consequence of such violations or failures. If liquidated damages are assessed against Company, that assessment is in lieu of remedies for delay and loss of use for the facility and is in addition to all other remedies available to Authority under this Contract. Upon imposition of liquidated damages under this Article, Authority may either deduct the liquidated damage amounts from any payment due to Company or deduct the liquidated damages from Company's performance guaranty within ten (10) days of the date the liquidated damages were imposed.

Liquidated Damages For Failure to Commence Operations: It is mutually agreed between the Parties hereto that time is of the essence of this Contract, and in the event the Services required by this Contract have not commenced by the first date of the Term, it is agreed that from any money due or to become due Company or its surety, Authority may retain the sum of \$100.00 per day, for each day thereafter, Sundays and holidays included, that any portion of the Services required by this Contract have not commenced, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by Authority by failure of Company to commence the Services required by this Contract within the time(s) stipulated. The Parties agree that the sum of \$100.00 per day is reasonable. The Parties agree that the liquidated damages described in this paragraph are solely for the delay damages arising from the failure to commence.

#### **15. 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.

**15.1 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.

**15.2 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

**15.3 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

**15.4 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	\$1,000,000
Damage Combined	

### **15.5 Cyber Liability & Data Storage**

The Company shall purchase and maintain Cyber Liability Insurance throughout the life of this Contract and such insurance will be maintained for a period of three years thereafter for Services completed during the Term of this Contract. Such insurance shall cover, at a minimum, the following:

- Network Security Liability covering liability for failures or breaches of network security and unauthorized access, including hackings and virus transmission or other type of malicious code, and electronic disclosure or use of confidential information, including personally identifiable information and personal health information, whether caused by Company, any of its subcontractors, or cloud service providers used by Company;
- Privacy Liability covering liability, PCI fines, expenses, defense costs, and regulatory actions for disclosure of confidential information, including personally identifiable information and personal health information, even if not caused by a failure or breach of network security;
- Digital Asset Protection, including costs to reconstruct, restore or replace damaged software and data;
- Media liability, covering liability and defense costs for media wrongful acts such as defamation, disparagement, and copyright/trademark infringement and trade dress in the dissemination of internet content and media;
- Cyber-Extortion coverage, including negotiation and payment of ransomware demands and other losses from “ransomware” attacks resulting from the Services provided by Company to the Authority. Coverage extends to those payments made via traditional currencies, as well as non-traditional crypto-currencies such as Bitcoin;
- First and Third-Party Business Interruption and Dependent Business Interruption Coverage resulting from a security breach and/or system failure;
- Data Breach Response Coverage, including coverage for notifying affected parties, setting up call center services, provision of credit monitoring services, identity theft protection services, computer forensic expenses, conduct, data reconstruction, legal expenses, and public relations expenses resulting from a breach of Network Security or other Privacy

breach involving personally identifiable information and personal health information; and

- No exclusion for Cyber Terrorism coverage.

The minimum limits of liability shall be:

Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000
Event Management Expenses	\$5,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Services provided. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract Effective Date, the Company must purchase “extended reporting” coverage, which will provide coverage to respond to claims for a minimum of three years after completion of Services completed during the Term of this Contract.

The Cyber Liability Insurance coverage may be subject to a deductible or self-insured retention, which may not exceed \$100,000 per claim.

Technology Professional Liability/Errors and Omissions insurance coverage may be included as part of the Cyber Liability insurance coverage required above. However, if the required Cyber Liability insurance and Technology Professional Liability/Errors and Omissions insurance coverages are provided in the same policy, the minimum limits of coverage will be increased to:

Each Claim	\$10,000,000
Annual Aggregate	\$10,000,000

#### **15.6 Technology Professional Liability/Errors and Omissions Insurance**

The Company shall purchase and maintain, throughout the life of this Contract, a Technology Professional Liability/Errors and Omissions insurance policy covering liability arising from or in connection with acts, errors, or omissions, in rendering or failure to render technology professional services or in connection with the specific Services described in this Contract, including technology-related design and consulting by the Company, its agents, representatives, or employees.

The minimum limits of Technology Professional Liability/Errors and Omissions insurance covering all work of Company without any exclusions unless approved in writing by Authority will remain in force for a period of three years following termination of this Contract. The minimum limits of



coverage are:

Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

Such Technology Professional Liability/Errors and Omissions coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract Effective Date, the Company must purchase “extended reporting” coverage, which will provide coverage to respond to claims for a minimum of three years after completion of Services completed during the Term of this Contract.

The Technology Professional Liability/Errors and Omissions insurance coverage may be subject to a deductible or self-insured retention, which may not exceed \$100,000 per claim.

Cyber Liability insurance coverage may be included as part of the Technology Professional Liability/Errors and Omissions insurance coverage required above. However, if the required Cyber Liability insurance and Technology Professional Liability/Errors and Omissions insurance coverages are provided in the same policy, the minimum limits of coverage will be increased to:

Each Occurrence	\$10,000,000
Annual Aggregate	\$10,000,000

### **15.7 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.

### **15.8 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.

### **15.9 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.

#### **15.10 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](http://www.TampaAirport.com) > Business & Community > Business Opportunities Supplier Resources > Insurance for Suppliers.

### **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**

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**

#### A. Authority Data

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

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

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

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

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

Company must encrypt all Authority Confidential Information. Company must encrypt the aforementioned in motion, at rest, and in use. Company must not deviate from this encryption requirement without advance written Authority approval.

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

Company understands and acknowledges that, to the extent that performance of its obligations under this Contract involves or necessitates the processing of Personally Identifiable Information, Company will act only on instructions and directions from Authority.

If Authority is required to provide or rectify information regarding an individual's Personally Identifiable Information, Company will reasonably cooperate with Authority to the full extent necessary to comply with data protection laws. If a request by a data subject is made directly to Company, Company will notify Authority of such request as soon as reasonably practicable.

Company must implement procedures to minimize the collection of Personally Identifiable

Information.

**B. No Malware/Surreptitious Code**

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

**C. Data Protection Laws**

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

**D. Security Vulnerability Management**

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

**E. Notice to Authority**

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

Such notice must summarize in reasonable detail the nature of Authority Data that may have been exposed, and, if applicable, any persons whose Personal Identifiable Information may



have been affected or exposed by such Data Breach. Company must not make any public announcements relating to such Data Breach without Authority's Vice President of Communications prior written approval.

#### F. Data Breach Responsibilities

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

- i. investigating and resolving any data privacy or security issues;
- ii. upon request, providing Authority with an After Action Review (AAR) including Root Cause Analysis of the Data Breach;
- iii. notifying any affected persons (solely at Authority's direction) and governmental regulators, as applicable;
- iv. recovering affected data or information, to the extent possible;
- v. upon request, providing Authority with a corrective action plan acceptable to Authority; and
- vi. providing notice to impacted parties.

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

#### G. Incident Response Costs

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

#### H. Global Positioning System (GPS)

Company will list any dependency on GPS technology or GPS technology incorporated in their product.

- A. 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 Agreement by such personnel.

## 20. USE OF ARTIFICIAL INTELLIGENCE

- A. Artificial Intelligence (AI) means any machine learning, deep learning, or other automated systems that use algorithms to learn from and make predictions or decisions based on data.
- B. Authority information includes all data, drawings, specifications, reports, and any other information provided by Authority or generated by Authority or Company in the course of providing Services.
- C. Any use of AI including, but not limited to generative AI, via platforms, tools, and software must be consistent with Authority Policies, Standard Procedures, Rules and Regulations, and applicable laws.
- D. To maintain the security of Authority data and IT systems, Company is prohibited from attempting to gain access to unapproved AI applications when using Authority data. To avoid potential data leaks or security incidents, Company is prohibited from inputting, uploading, or otherwise integrating any Authority information into AI without the prior written consent of Authority following Company's request for approval to use AI. Examples of uses that are prohibited unless Authority grants prior written consent include but are not limited to: design, planning, decision making and on-site operations.
- E. Company acknowledges and agrees that any Authority data obtained using AI technology is the property of Authority, and Company shall not use such data for any purpose other than to provide Services to Authority. Specifically, Company shall not use Authority data as training data for any AI models or algorithms that will be used by any third-party organization or individual outside of Company, without the express written consent of the Authority. Company shall take reasonable measures to ensure that Authority data is not inadvertently used as training data for any third-party AI models or algorithms and shall promptly notify Authority in the event of any unauthorized use or disclosure of Authority data.
- F. Company's request for approval to use AI must be submitted in writing and contain the following:
  - i. The specific Authority information to be used;
  - ii. The purpose and intended use of the AI;
  - iii. The potential benefits and risks associated with using the AI;
  - iv. The measures in place to ensure data security and confidentiality;
  - v. The mechanisms in place for ensuring compliance with applicable laws including but

- not limited to data privacy and data protection laws; and
- vi. A dataflow diagram which illustrates the flow of data within the Services as well as detailed identification of data sources, data stores, data processing, networks, and AI utilized.
- G. Authority shall have sole and absolute discretion to approve or deny the use of AI for any aspect of the Services.
  - H. To maintain the confidentiality of Authority data, Company must only share information with approved personnel and must not input Sensitive Security Information (SSI) into AI systems. Company should not input Authority intellectual property into non-approved generative AI applications or enter Personally Identifiable Information (PII) for Authority employees, customers, or other third-parties into any non-approved AI application. Company should contact Authority Vice President of Operations if it is unsure whether it should input certain information.
  - I. Company must implement robust security measures to protect Authority information from unauthorized access, use or disclosure. This includes but is not limited to: Encryption of data in both transit and at rest; access controls limiting data access to authorized personnel only; and regular security audits and assessments.
  - J. To maintain transparency and protect Authority from claims against copyright infringement and/or theft of intellectual property, all AI generated content must be cited and reviewed when used for Authority purposes. At a minimum, a footnote stating “This content generated with the assistance of AI” should exist on any document or work product created with the assistance of AI. Company should clearly attribute any output to the AI application that created the output through a footnote or other means visible to any reader or user. Company should also maintain a record of AI use that can be shared with authorized Authority personnel upon request. The Company will provide Authority with regular reports detailing any use of AI involving Authority information including any incidents of unauthorized access or breaches. Company must be able to demonstrate that AI has controlled bias and third-party infringement mitigation in place.
  - K. Reserved
  - L. Company should not use AI applications to create text, audio, or visual content for purposes of committing fraud or misrepresenting an individual’s identity.
  - M. Company is fully liable for any damages arising out of use of AI and Authority

information.

- N. Upon expiration of the Contract, Company agrees to return all of Authority information to Authority and securely destroy any copies in its possession, including those stored in any AI or other databases.

## 21. DISPUTE RESOLUTION

### 21.1 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.

## **21.2 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.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. 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](mailto: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.

## **26. 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.

**27. 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:

<u>TO AUTHORITY:</u> (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
---	---

<u>TO Company:</u>  (MAIL DELIVERY) PTERIS GLOBAL (USA) INC 205 REGENCY EXECUTIVE PARK DRIVE, SUITE 435 CHARLOTTE, NC 28217 ATTN: NANCY	OR (HAND DELIVERY) <INSERT ADDRESS>
--	--

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.

**28. 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.



## **29. 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.

## **30. 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.

## **31. VPN**

Company agrees to comply with Authority Policies and Procedures with respect to VPN access to Authority networks, including but not limited to, Exhibit C, Remote Access to Authority Information Systems, as it may be amended from time to time.

## **32. 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.

### **33. SCRUTINIZED COMPANIES**

This Contract will be terminated in accordance with Florida Statute Section 287.135(3) if it is found that Company submitted a false Scrutinized Company Certificate as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, 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.

### **34. 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.

### **35. 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.

### **36. TIME IS OF THE ESSENCE**

Time is of the essence of this Contract.

### **37. NON-DISCLOSURE**

All written and oral information and materials (Information) disclosed or provided by Authority to Company under this Contract will not be disclosed by Company, whether or not provided before or after the date of this Contract.

The Information will remain the exclusive property of Authority and will only be used by Company for purposes permitted under this Contract. Company will not use the Information for any purpose which might be directly or indirectly detrimental to Authority or any of its affiliates or subsidiaries.

Company will prevent the unauthorized use, access, acquisition, disclosure, dissemination or publication of the Information. Company agrees that it will cause its employees and representatives who have access to the Information to comply with these provisions and Company will be responsible for the acts and omissions of its employees and representatives with respect to the Information.

Company agrees that any disclosure of the Information by Company's employees and/or representatives will be deemed a breach of this Contract. Company agrees that in the event of any breach or threatened breach by Company of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.

The non-disclosure obligation imposed on Company under this Contract will survive the expiration or termination, as the case may be, of this Contract and the obligation will last indefinitely.

### **38. WAIVERS**

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 Contract herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by Authority will be required to restore or revive time as being

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 no one of them will be exclusive of the other or exclusive of any remedies provided by law, 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.

### **39. COMPANY 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.

### **40. 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.

### **41. 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.

### **42. 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.

#### **43. 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.

#### **44. 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.

#### **45. SEVERABILITY**

If any provision in this Contract is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Contract which are severable shall be unaffected.

#### **46. 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.

## **47. SIGNATURES**

### **47.1 Signature of Parties**

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

### **47.2 Counterparts**

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

## **48. PUBLIC ENTITY CRIME**

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

## **49. ANTI-HUMAN TRAFFICKING LAWS**

Company is required to complete Exhibit D, Affidavit of Compliance with Anti-Human Trafficking Laws, 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 787.06(13) if it is found that Company submitted a false Affidavit of Compliance with Anti-Human Trafficking as provided in Florida Statute Section 787.06(13).

## **50. MISCELLANEOUS**

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

## **51. 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.

## **52. 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.

## **53. 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:

1. a change in the Scope of Services, if any;
2. a change of the Contract amount, fees, hourly rates or other costs, if any;
3. a change of the basis of payment, if any;
4. a change in Contract time, if any; and
5. changes to the terms and conditions of this Contract including, but not limited to, the W/MBE or DBE percentage rate, if any.

### **53.1 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.

### **53.2 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.

## **54. 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

BY: \_\_\_\_\_  
Michael T. Kamprath, Assistant General Counsel

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

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online authorization, this \_\_\_\_ day of \_\_\_\_\_, 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

PTERIS GLOBAL USA, INC.

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

PTERIS GLOBAL USA, INC.

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

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

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

(Name of person)

\_\_\_\_\_, for \_\_\_\_\_.

(type of authority)

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

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced

Exhibit A  
Work Order Form

**EXAMPLE ONLY- DO NOT COMPLETE (Complete this Form for Extra Work only)**

1. Work Order No.

*The information in this section will be completed by Authority.*

2. Purpose:

3. Description:

4. Deliverables:

5. Schedule and Costs

*The information in this section will be completed by Company and approved by Authority prior to performing any work.*

A. Schedule/Timeline

*Insert a schedule and a timeline for the Extra Work and Deliverables.*

B. Total Cost

Provide the costs in U.S. dollars.

Expenditure	Totals
Labor Cost	
Hourly Labor Rate	\$
Number of hours to complete Extra Work	X
Total Labor Cost	\$
Reimbursables	
Materials	\$
Other:	\$
Other:	\$
Other:	\$
Total Projected Reimbursable Cost	\$
<b>Total Projected Extra Work Cost (Labor and Reimbursables)</b>	<b>\$</b>

C. Reimbursable Costs:

*Provide an explanation for all projected reimbursable costs listed in Item B above.*

6. Payments

Payment(s) will be made via in accordance with Article 4, Fees and Payments.

*Extra Work that is completed within one (1) month or less will be paid in full upon completion of the Extra Work by Company and acceptance by Authority.*

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

*Extra Work with an anticipated duration of more than ninety (90) days will be paid in four (4) equal installments at the twenty five percent (25%), fifty (50%) and seventy five (75%) completion milestones with the final installment to be paid upon full completion and acceptance of all deliverables by Authority.*

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

**Acknowledgement of Acceptance**

Company agrees and accepts the terms of this Work Order No. \_\_\_\_\_ as detailed above.

Pteris Global USA, Inc.:

BY:

\_\_\_\_\_  
Signature of Authorized Official

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Hillsborough County Aviation Authority  
BY:

---

Signature of Authorized Official

---

Printed Name

---

Title

---

Date

Exhibit B  
Authority Policy, P412  
Travel, Business Development and Working Meals Expenses  
(Revised 10/01/20)

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

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

**POLICY:**

**General:**

- A. All Authority travel, business development, and working meals expenses must provide benefit to the Authority. This Policy provides guidance covering key areas related to travel, business development, and working meals expenses. Additional guidance is provided in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses. All circumstances may not be specifically covered. In these instances, sound judgement should be used and reasonable documentation should be provided to support the circumstance and expense. Any exception to the practices outlined in this Policy will require written approval by the CEO or Executive Vice President (EVP) of Finance and Procurement and must be in compliance with applicable Florida Statutes.
- B. Employees may book their own flight and hotel reservations, or may utilize the Authority’s corporate travel agency. In an effort to find the most economical lodging rates and airfare, the use of third party companies such as Expedia.com, Hotels.com and Travelocity.com may be considered. Other resources such as AirBNB.com, VRBO.com and HomeAway.com may also be used if determined to be the most economical option.
- C. All reservations (hotel, flight, conference, etc.) shall be booked as far in advance as possible to take advantage of discounted rates.

- D. If the traveler elects to arrive earlier or stay later than reasonably necessary to conduct the required Authority business, the traveler will be responsible for payment of all additional expenses beyond those incurred for Authority business. Reasonably necessary is defined as arriving at the destination no more than 24 hours prior to engaging in Authority business or commencing the return trip within the next day of engaging in Authority business.
- E. Purchases for travel, business development, and working meals should be made using Authority Purchasing Cards (PCard) in accordance with Authority Standard Procedure S410.25, Purchasing Cards. As an alternative, personal credit cards may be used, however, the expense will not be reimbursed until after the trip or event has occurred. The reimbursement request must be submitted within 30 days of the completion of the trip or event.
- F. All individuals traveling on behalf of the Authority may personally retain any points or other benefits generated from Authority travel (i.e frequent flyer mileage or awards from hotel frequent guest programs). However, participation in these programs should not influence airline and hotel selection resulting in higher cost to the Authority.

**Travel Expenses:**

A. Travel Authorization and Approval:

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

B. Travel by Air Carrier:

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



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

C. Registration Fees:

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

D. Lodging:

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

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

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

E. Meals (During Travel):

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

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

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

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

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

F. Ground Transportation:

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

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

G. Other Travel Expenses:

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

excess of seven calendar days and where such expenses are necessarily incurred to complete the official business.

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

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

H. Foreign exchange rates:

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

I. Travel by Rental Vehicle:

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

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

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

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

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

J. Travel by Personal Vehicle:

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

Board members, the CEO, EVPs and VPs are authorized to use their personal vehicle if necessary to conduct Authority business, without advance approval. Except for travel within the State of Florida, utilization of a personal vehicle by all other Authority employees must be approved in advance of travel in writing by the employee's EVP or VP.

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

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

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

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

**Business Development Expenses:**

- A. Business development meal, beverage (including alcoholic), and other expenses may be incurred locally or while traveling. Business development activities require meeting with non-Authority personnel. Employees may be reimbursed for actual, reasonable, and appropriately documented expenses related to the business development activity.
- B. To qualify as business development, such an employee must (a) reasonably expect, and have as the primary motivation for the expenditure, that the Authority will derive revenue or another business benefit as a result of the business development activity; (b) incur the expense in a setting where the party being entertained would reasonably understand that the expenditure was for an Authority business objective; and (c) use the expenditure for the person from whom the Authority expects the business benefit, as well as for the employee and other Authority staff in attendance.
- C. Alcoholic beverage expenses may only be incurred at business development events related to meetings including non-Authority personnel from organizations from which the Authority is reasonably expected to derive revenue or another business benefit.
- D. The employee must provide detailed itemized receipts for all business development expenses larger than \$25 and must include rationale and business benefit for the Authority.

### **Working Meals:**

- A. Expenditures for meals during business meetings between Authority employees or between Authority employees and individuals from outside organizations are allowable only (a) when there is a valid business need to have the meeting during a meal time (i.e., schedules will not accommodate the meeting at other times); (b) during periods of extended overtime (i.e. irregular operations, working on the budget or another major project); or (c) periodic department meetings (not more than quarterly), full-day or half-day Authority-wide meetings, or Authority strategic planning sessions.
- B. Business meals between Authority subordinates and supervisors will be infrequent and will occur only when there is no other time during which the meeting can be scheduled.
- C. Notwithstanding subparagraph B above, Executive staff, VPs, Directors and Managers may occasionally purchase meals for employees provided the meals are reasonable and for the purpose of conducting Authority business and/or employee recognition.
- D. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.
- E. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.
- F. Working meals will be reimbursed upon presentation of appropriate documentation including a list of attendees.

Exhibit C  
Authority Standard Procedure S270.06  
Remote Access to Authority Information Systems  
(Revised 3/6/19)

**PURPOSE:** To establish procedures for secure remote access to Authority information systems through a virtual private network (VPN) using VPN software.

**GENERAL:** The Authority has implemented one service that provides secure remote access to Authority information systems. Information Technology Services (ITS) will provide technical support during normal ITS Service Desk hours of operation per Standard Procedure S270.02.

- A. Remote access through VPN software is available to users who have a business need to provide network or server support, access server-based applications, or access other Authority information systems. For this type of remote access, ITS security processes must be followed per Standard Procedure S271.02.
- B. The requestor's remote access will terminate at midnight on the end date specified on Form AM-22, VPN Software Remote Access Request.

**PROCEDURES:** Form AM-22 and instructions for the preparer to follow are located at [support.tampaairport.com](http://support.tampaairport.com).

A. Remote Access Using VPN:

The Authority or contract manager will complete the VPN Access Request located on the ITS support services portal at <https://support.tampaairport.com>.

B. Re-Activation:

When a contractor needs remote access reactivated, the contract manager working with the contractor must submit a new VPN Access Request located on the ITS support services portal at <https://support.tampaairport.com>.

C. Termination of Remote Access:

See Standard Procedure S270.09, ITS Authorization for Access to Authority Information Systems.

D. Remote Access Usage:

See Standard Procedure S270.08, ITS Acceptable Use of Authority Information Systems.

E. Disposition of Electronic Forms:

ITS will submit electronic forms to the Records and Information Center. The Records and Information Center will archive the forms in the Authority's electronic records management system. The records will be disposed of in accordance with retention schedules.

F. Disciplinary Actions:

Violation of this Standard Procedure may result in suspension or termination of an individual's or firm's right of access to Authority information systems, disciplinary action by appropriate Authority employees, referral to law enforcement authorities for criminal prosecution, or other legal action, including action to recover civil damages and penalties.

Failure to enforce this Standard Procedure does not constitute consent or waiver, and the Authority reserves the right to enforce this Standard Procedure at its sole discretion.



Peter O. Knight Airport  
Plant City Airport  
Tampa Executive Airport

## EXHIBIT D

### Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Safety & Security Instruction, Inc. listed below ("Company"), hereby attests under penalty of perjury that:

1. Safety & Security Instruction, Inc. 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 Safety & Security Instruction, Inc.

Date: \_\_\_\_\_, 20\_\_\_\_\_

Signed: \_\_\_\_\_

Entity: \_\_\_\_\_

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

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