



HILLSBOROUGH COUNTY AVIATION AUTHORITY

METASYS BUILDING MANAGEMENT CONTROL SYSTEM MAINTENANCE AND SUPPORT CONTRACT

Parties And Addresses:

AUTHORITY: Hillsborough County Aviation Authority
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COMPANY: Johnson Controls, Inc.

HILLSBOROUGH COUNTY AVIATION AUTHORITY
METASYS BUILDING MANAGEMENT CONTROL SYSTEM MAINTENANCE AND
SUPPORT CONTRACT

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1. INTRODUCTION

This Contract for Metasys Building Management System Maintenance and Support Contract (Contract) is made and entered into this ____ day of _____ 2025 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 Johnson Controls, Inc., a Wisconsin 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 Account Manager

Company's 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.

2.2 Accounts Payable

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

2.3 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.

2.4 Airport

Tampa International Airport.

2.5 Airside Terminals

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

2.6 Artificial Intelligence (AI)

Any machine learning, deep learning, or other automated systems that use algorithms to learn

from and make predictions or decisions based on data.

2.7 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.

2.8 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 Year

(a) With respect to the first year of this Contract, the period commencing on April 3, 2025 and continuing through April 2, 2026 (b) With respect to subsequent years of this Contract, each consecutive twelve-month period thereafter agreed in writing by both parties.

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 (RESERVED)

2.15 Error Correction

Either a change or addition that when made or added establishes substantial conformity of the Software to the Scope of Work, 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 Exhibits

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

2.17 FAA

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

2.18 Incident

An unexpected event that disrupts business operational processes or reduces the quality of Services.

2.19 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.

2.20 Malware

Any type of software or executable code embedded or delivered by Company that can damage or disrupt computer systems and/or lead to unauthorized access to Authority Systems.

2.21 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.

2.22 Personnel

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

2.23 Release

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

2.24 Root Cause

Means a fundamental reason or factor that causes an Error.

2.25 Services

The services as detailed in Exhibit A, Scope of Services.

2.26 Software

Collectively or individually the computer programs licensed under this Contract.

2.27 Software Error

Any failure of the Software to substantially conform to 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.

2.28 System

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

2.29 Term

April 3, 2025, through April 2, 2030, including renewal options.

2.30 TSA

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

2.31 Updates

Any modification or addition that, when made or added to the Software, does not materially change the Software's utility, efficiency, functional capacity, or application or introduce new or advanced functional features to the Software. Updates 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. Updates do not include Upgrades or Releases.

2.32 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.

2.33 Vice President of Maintenance

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

2.33 Virtual Private Network (VPN)

The secure network connection that provides the Company regarding required Services and Company's primary contact for all Services under this Contract.

2.34 Work Order

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

3. SCOPE OF SERVICES

3.1 Scope of Services

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

3.2 Work Order

- A. Without invalidating this Contract, Authority may, at any time, order additions, deletions or revisions to the Work authorized only by Work Order. Prior to the onset of any Work to be performed, Company and Authority will outline each task involved, establish a schedule for completing each task detail the associated costs, and include the names, titles, responsibilities, and resumes of Company's Personnel that will be assigned to the task in a work plan as shown in Exhibit C, Sample Work Order. The Work Order schedule may go beyond the termination date of this Contract if necessary to complete the Work Order

tasks. Company will use its best efforts to ensure that each task in the Work Order is completed on budget and on time according to the agreed upon work schedule.

- B. Company will only begin Work upon execution of the Work Order by Company and Authority. All such Work will be executed under the applicable conditions of this Contract. No Work will be paid for unless authorized by written Work Order prior to the performance of such Work.
- C. Upon execution of the Work Order, the Authority will issue a Purchase Order to Company to perform the Services identified in the Work Order. The Authority's Vice President of Maintenance or designee will have the authority to execute any Work Order on behalf of the Authority consistent with the terms of this Contract. No Services will be initiated by Company until Company receives the Purchase Order which will include the final agreed upon Work Order.
- D. Any Purchase Order issued during the effective period of this Contract and not completed within that period shall be completed by the Company within the time specified in the quote. The Contract shall govern the Company's and Authority's rights and obligations with respect to that Work Order to the same extent as if the Work Order were completed during the Contract effective period.

3.3 Authority Contact Person

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

3.4 Company Account Manager

The Company's Account Manager will be responsible for ensuring that all Services are provided as outlined in this Scope of Work and will be Company's primary contact for all Services under this Contract.

Company must not remove such Account Manager from providing the Services contemplated by this Contract; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of the Contract. Authority will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the Company being replaced. Company will not make any personnel changes of the Company until written notice is made to Authority's Vice President of Maintenance or designee. Such approval shall not be unreasonably withheld.

4. TERM

4.1 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.

4.2 Term

The Term of this Contract commences on April 3, 2025, and will continue through April 2, 2030, unless terminated earlier as provided herein.

4.3 Commencement of Fees and Charges

All fees and charges hereunder will commence on April 3, 2025 and will continue for the Term of this Contract.

4.4 Renewal Options

This Contract may be renewed at the same terms and conditions hereunder for one, five-year period upon mutual written consent. Such renewals will be effective by issuance of a written letter to Company by CEO. If such renewal is exercised, this Contract will have a final termination date of April 2, 2035.

4.5 Extension

Upon the expiration of the Term of this Contract, including any renewals, upon mutual written consent, this Contract may be extended for a maximum of six (6) months. Such extension will be effective by the issuance of a written letter to the Company by the Vice President of Procurement. Any such extension will be pursuant to the same terms and conditions in effect at the time of such extension.

4.6 Early Termination

Either party may terminate this Contract, without cause, by giving the other party thirty (30) days written notice to affected party.

5. FEES AND PAYMENTS

Company agrees to the fee and payment terms as set forth in Exhibit B, Fees and Payments, which is attached hereto and made a part hereof.

5.1 Not-to-Exceed

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

5.2 Invoices

Invoices for Services performed as defined in Exhibit A, Scope of Services, are to be submitted by Company to Authority Finance Department via email to Payables@TampaAirport.com within the first ten (10) days following the month the Services were performed. Each invoice will be equal to 1/12th of the annual fixed fee.

Invoices for work performed outside of Services through a Work Order are to be submitted within thirty (30) days of successful completion of the Work Order.

All invoices must include, at a minimum, the maintenance log updated with all work, in process or successfully completed.

5.3 Payment Method

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

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

5.4 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.

5.5 Lack of Payment

Authority's failure to make payment when due following (60) days written notice by Company is a material breach of this Contract and shall give Company, without prejudice to any other right or remedy, the right to, without notice, do any one or more of the following: (i) stop, discontinue, or otherwise suspend performance of any work or services or other obligations under this Contract, (ii) terminate or suspend any software licenses, (iii) terminate this Contract; and/or (iv) charge Authority interest on the amounts unpaid at a rate equal to the maximum rate permitted under applicable law, until payment is made in full.

6. TAXES

All taxes of any kind and character payable on account of the Services furnished and work done under this Contract that relate to Company's income 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. Prices do not include other taxes, fees, duties, tariffs, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Authority, unless Authority presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Authority shall reimburse Contractor on demand. If any such exemption certificate is invalid, then Authority will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s), imposed after the contract date. Company shall reimburse the Authority on demand for any relief of Trade Restriction following the contract date.

7. PERMITS AND LICENSES

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

8. OWNERSHIP OF DOCUMENTS AND SOFTWARE AND DATA RIGHTS

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

Notwithstanding anything to the contrary, no aspect of the Software, or intellectual property related to the Software shall be considered a "work made for hire". Nothing in this Contract shall permit Authority's use of intellectual property embedded or embodied in Software for any purpose other than enjoying (installing, commissioning, operating, repairing, servicing) the instances of the Software received from Company. Nothing in this Contract replaces any terms of service or end-user-license agreements which may accompany software (including software provided as a service).

The Software delivered under this Contract is licensed and not sold. Subject to the terms and conditions of this Contract, Company grants the Authority and its individual employees a revocable, non-transferable, non-sublicensable, nonexclusive license to use the object code version of the Software and the use and operation documentation (“Documentation”) for the Authority’s internal use only. Company and its licensors retain all right, title and interest in the Software, all copies thereof, and all proprietary rights in the Software, including copyrights, patents, trademarks and trade secret rights.

The Authority’s use of the Software must be in accordance with the Documentation. The Authority will be solely responsible for ensuring the Authority’s use of the Software is in compliance with all applicable foreign, federal, state and local laws, rules and regulations. The Authority may not (i) copy or distribute the Software except to the extent that copying is necessary to use the Software for purposes set forth herein; (ii) modify or create derivative works of the Software; (iii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Software; (iv) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Documentation and Software; (v) assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Software, or directly or indirectly permit any third party to use or copy the Software; or (vi) unless required by law, disclose ideas, methods, techniques, and expressions thereof contained in the Software to any third party.

To the extent any software licensed from third parties, including open source software, (collectively, “Third Party Software”) is provided with or incorporated into the Software, the Authority will comply with the terms and conditions of the applicable third party licenses associated with the Third Party Software, in addition to the terms and restrictions contained in this Agreement.

The Authority acknowledge and agree that the Software may collect data resulting from or otherwise relating to the Authority’s use of the Software (“Data”) for purposes of providing the Authority with the services, benchmarking, energy monitoring, and maintenance and support.

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 industry standard practices, in a timely manner. 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.

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 or , 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 4, Term, Section 5, 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 the 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 (except for claims caused by: (i) the use or combination of the Software with any third party hardware, software, products, data or other materials not provided by Company; (ii) modification or alteration of the Software by anyone other than Company; (iii) the Authority's use of the Software in excess of the rights granted in this Agreement; or (iv) any third party software not provided by Company.;

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 Paragraphs A - H or any part of Paragraphs A – H are deemed to conflict in any way with any law, the Paragraphs or part of the Paragraph will be considered modified by such law to remedy the conflict.

13. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

13.1 Books and Records

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

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

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

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Contract or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors directly pertinent to this Contract or any work order. If the records are kept at locations other than the Airport, Company will arrange for said records to

be brought to a location convenient to Auditors or will provide records electronically in a computer-readable format acceptable to the Auditors at no additional cost to conduct the engagement as set forth in this Article.

Company agrees to deliver or provide access to all records requested by Auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that Authority 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. 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 after fifteen days prior written notice to Company of alleged breach. Required

liability policies other than Workers' Compensation/Employer's Liability, Cyber Liability and Professional Liability will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees are included as additional insureds.

14.1 Required Coverage - 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, required herein.

14.2 Workers' Compensation and Employer's Liability Insurance

The limits of insurance are:

Part One:	\$1,000,000
Part Two:	\$1,000,000
Each Accident	\$1,000,000
Disease – Policy Limit	

14.3. Commercial General Liability Insurance

The limits of insurance covering the work 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 insured coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 01 and CG 20 37.

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
Disease – Each Employee	

14.4 Professional Liability Insurance

Such insurance will be provided on a form acceptable to Authority and maintained throughout this Contract and for three years following completion of this Contract. Coverage will include all work of Company without exclusions unless approved in writing by Authority. The limits of coverage will be :

“The security information contained in this document is exempt from disclosure under the Florida Public Records Act, including but not limited to, Florida Statute sections §119.071, §281.301, and §331.22.”

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14.7 Waiver of Subrogation

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

14.8 Incident Notification

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

14.9 Customer Claims, Issues, or Complaints

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

The Company will track all customer claims, issues, and complaints and their status on a Claims

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

14.10 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at www.TampaAirport.com > Business & Community > Business Opportunities > Supplier Resources > Work with Procurement > Supplier Resources & Training > Insurance for Suppliers.

15. 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.

16. WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE

16.1 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.

16.2 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.

16.3 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.

17. 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.

18. DATA SECURITY

18.1 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 Will 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 in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-53, NIST SP 800-77 and NIST SP 800-113 encryption standards or latest standards. Company must not deviate from this encryption requirement without advance written Authority approval.

Company must provide to Authority, without charge, the timely application of any Releases within supported the patching period to Software required for Services that are available to third-parties and applicable to the Scope of Services delivered hereunder. A Common Vulnerability Scoring System (CVSS) score of Critical or High should be remediated within 30 days from the validation of initial reporting. Medium scores should be addressed within 60 days, Low scores should be addressed within 90 days.

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.

18.2 No Malware/Surreptitious Code

Company represents and warrants that it has not and will not introduce or cause to be introduced known Malware or any executed code surreptitiously that isn't required for the primary purpose of the Services in any Authority Data technology environment at any time or delivered that can damage or disrupt computer systems and/or lead to unauthorized access to Authority Systems. If Company discovers that Malware or surreptitious code in breach of the foregoing sentence has been introduced into Software, Company must, at no additional charge to Authority, (a) promptly undertake to remove such Malware, (b) notify Authority in writing within one (24 hours) 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, the

Software.

18.3 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.

18.4 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.

18.5 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 confirmed Data Breach of security relating to unencrypted 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 confirmation; 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.

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.

18.6 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:

- A. investigating and resolving any data privacy or security issues;
- B. upon request, providing Authority with an After Action Review (AAR) including Root Cause

analysis of the Data Breach;

- C. notifying any affected persons (solely at Authority's direction) and governmental regulators, as applicable;
- D. recovering affected data or information, to the extent possible;
- E. upon request, providing Authority with a corrective action plan acceptable to Authority; and
- F. 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.

18.7 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.

18.8 Global Positioning System (GPS)

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

19. VPN

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

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 the Authority or generated by Authority 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 applicable laws.
- D. To maintain the security of Authority data and IT systems, Company is prohibited from

using unapproved AI applications when with Authority's data. To avoid potential data leaks or security incidents, Company is prohibited from inputting, uploading, or otherwise integrating any Authority Information into unapproved AI without the prior written consent of the Authority following Company's request for approval to use AI. Examples of uses that are prohibited unless the Authority grants prior written consent include but are not limited to: design, planning, decision making and on-site operations. Authority consents that Company may utilize AI in its internal business operations (including improvements of its products and services), and that this consent constitutes prior written approval, but only if the following conditions are met:

(1) Company must refrain from using Authority's data in a manner which results in training a large language model such that output which could identify Authority is viewable by parties other than Authority, its employees, or its agents;

(2) Company must use the AI exclusively for confidential Company business purposes, and

(3) Company must only use private AI systems which inherit Company's privacy, data protection, and security features or which themselves have enterprise grade privacy, data protection and security features.

E. Company acknowledges and agrees that any Authority data obtained using AI technology is the property of the Authority, and the Company shall not use such data for any purpose other than to provide Services to the Authority. Specifically, the 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 the Company, without the express written consent of the Authority. The 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 the Authority in the event of any unauthorized use or disclosure of Authority data.

F. In the event that the requirements of Section 20.D cannot be met, Company's request for approval to use AI must be submitted in writing and contain the following:

1. The specific Authority Information to be used;
2. The purpose and intended use of the AI;
3. The potential benefits and risks associated with using the AI;
4. The measures in place to ensure data security and confidentiality;
5. The mechanisms in place for ensuring compliance with applicable laws including but not limited to data privacy and data protection laws; and
6. 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.

Except as permitted under Section 20.D, (i) to maintain the confidentiality of the Authority's data, Company must only share information with personnel on a permissioned "need-to-know" basis; and (ii) 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 the Vice President of Enterprise Risk Management if it is unsure whether it should input certain information. SSI is information that, if publicly released, would be detrimental to transportation security, as defined by Federal Regulation 49 C.F.R. Part 1520. Notwithstanding the foregoing, Company shall not input SSI into AI systems. In the event Authority data is SSI, prior to providing access to Company, Authority must have determined such Authority data is SSI, marked the SSI in a clear manner consistent with statutory and regulatory requirements, and in the event of an electronic transmission of SSI, provide the SSI in a password protected document or application.

H. As it related to the use of AI, Company must implement enterprise grade security measures to protect the Authority's 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.

I. To maintain transparency and protect the 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 when provided to Authority. 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 if it will be provide to Authority. 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. To the extent that any AI system which Company causes to interface with Authority's data does not comply with the conditions of Section 20.D, Company agrees to promptly notify Authority upon discovery of such non-compliance.

J. Company should not use AI applications to create text, audio, or visual content for purposes of committing fraud or to misrepresent an individual's identity.

K. Up to the damages cap in this Contract, Company is fully liable for any damages arising out of use of AI and Authority Information.

L. Upon termination of this Contract, Company agrees to securely retain Authority Information until such time as the last relevant document retention period has expired.

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 both parties. 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, 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, 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:

TO AUTHORITY:
(MAIL DELIVERY)

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

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

TO COMPANY:

(MAIL DELIVERY)
Johnson Controls, Inc.
3802 Sugar Palm Drive

Tampa, FL. 33619
ATTN: Manager Florida

OR (HAND DELIVERY)
Johnson Controls, Inc.
3820 Sugar Palm Drive
Tampa, FL. 33619
ATTN: Manager Florida

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. BADGING AND SECURITY REQUIREMENTS

All of Company's Personnel who work at the Airport must apply for and be issued a proper security identification badge prior to beginning work at the Airport. Company shall be responsible for ensuring Personnel, vendor and contractor compliance with all security rules, regulations and procedures including, but not limited to, those issued by the FAA, TSA, and Authority. The rules, regulations and procedures of the FAA, TSA and Authority regarding security matters may be modified during the Term and Company shall be required to comply with all modifications. Company shall pay all costs associated with obtaining the required security identification badge and security clearances for its Personnel, including, but not limited to, the costs of training and badging as established by Authority.

Authority will fine Company for each security identification badge that is lost, stolen, unaccounted for or not returned to Authority at the time of security identification badge expiration, employee termination, termination of this Contract, or upon written request by Authority. This fine will be due within fifteen (15) days from the date of invoice. The fine is subject to change without notice, and Company will be responsible for paying any increase in the fine.

If any of Company's Personnel is terminated or leaves Company's employment, Authority must be notified immediately, and the security identification badge must be returned to Authority promptly.

Company's Personnel who are issued security identification badges shall only utilize such badges and access rights in connection with the operation of Company's business as outlined herein. Company's Personnel shall be informed by Company in writing of this requirement and a violation of such shall be a basis for the termination of a person's employment if that person violates such restrictions.

32. EMPLOYEE PARKING

Company will be provided parking at the Authority for the performance of all Services under this Contract.

33. 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.

34. SCRUTINIZED COMPANIES

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

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

35. ANTI-HUMAN TRAFFICKING LAWS

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

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

36. 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.

37. 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, the Contract's time and price may be adjusted accordingly if required.

38. TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

39. 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. 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.

41. 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.

42. 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.

43. FAA APPROVAL

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

44. 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.

45. 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.

46. SEVERABILITY

If any provision in the 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.

47. 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.

48. SIGNATURES

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.

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.

49. PUBLIC ENTITY CRIME

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

50. MISCELLANEOUS

50.1 Gender

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

50.2 Limitation of Liability

IN NO EVENT SHALL COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE FOR ANY DAMAGES, CLAIMS, DEMANDS, SUITS, COSTS, OR LOSS RELATING TO THE CONTRACT OR THE SERVICES CONTEMPLATED THEREBY IN ANY AMOUNT EXCEEDING TWENTY FIVE MILLION DOLLARS (\$25,000,000.00), REGARDLESS OF THE CAUSE OR FAULT AND WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

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:

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

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 _____, 2025.

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 _____, 2025, 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

Johnson Controls, Inc.

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

Johnson Controls, Inc.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by _____ as

(Name of person)

_____, for _____.

(type of authority)

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

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced

Exhibit A
Scope of Services

This Scope of Services generally describes the work to be performed by Company. Company will provide Services in close coordination and cooperation with Authority and with final approval from Authority. The Services will begin upon the direction of the Authority's Contact Person as identified in Article 3, Scope of Services, Section 3.3.

System:

A. Company will:

1. Furnish all labor, supplies, and equipment necessary to provide preventative maintenance service to the Metasys Building Management System (System).
2. Conduct complete calibrations on all hardware points for chiller plants at the Main Terminal and all Airside Terminals as listed in Exhibit D, Schedule 201A/Schedule 212.
3. Review the System event log, make any required software correction, and provide enhancement recommendations to the Authority.
4. Maintain the System Software, upgrading Authority's Software to Company's latest available version at least once a year. Company will provide updated manuals in electronic format as well as all training necessary for Authority to properly operate upgraded or revised software.
5. Provide 2-hour response time for Company technical personnel for on-site problems with the System twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays.
 - a. Standard workday is defined as Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. All Services performed within this time frame will be paid at the hourly rate established in Exhibit B, Fees and Payments.
 - b. Non-standard workday is defined as Friday through Monday between the hours of 5:00 p.m. Friday and 8:00 a.m. Monday. All Services performed within this time frame will be paid at the hourly rate established in Exhibit B, Fees and Payments.
6. Provide a 24-hour accessible Company phone number for emergency contacts.

7. Respond to written Work Orders issued by Authority utilizing the Exhibit C, Sample Work Order, when additions, deletions, or revisions to the System are requested. This additional work will be documented, priced, and authorized by Authority's Vice President of Maintenance or designee prior to the commencement of any work. Services will be priced in accordance with Exhibit B, Fees and Payments.
8. Furnish a service maintenance form upon completion of all Services. A maintenance log shall be submitted to Authority each month. Company will provide a sample Service maintenance form and maintenance log prior to commencement of this Contract for approval by Authority.
9. Ensure no more than one (1) vehicle, clearly marked with Company name, is parked in the service vehicle parking area at the central maintenance facility or the central utility plant at any one time. Company will not be reimbursed for any parking costs incurred.
10. Ensure there are no interruptions to Airport operations for any reason. Services shall be conducted so as not to interfere with other companies on-site or passenger traffic.
11. Clean the work area thoroughly and remove all excess materials and debris at the end of each workday.
13. Annual report for health condition, life expectancy, and life cycles for all equipment.

[The remainder of this page was intentionally left blank]

EXHIBIT B
FEES AND PAYMENTS

A. Fees

Year one fixed fee is \$118,180.54 and will be paid in equal monthly installments. Subsequent yearly fixed fees will be adjusted in accordance with the relevant Employment Cost Index (ECI) of the U.S. Bureau of Labor Statistics (BLS) as described below.

Pricing for work performed by Work Order under this Contract via Exhibit C, Sample Work Order will be billed as follows:

Item	Description	UoM	Unit Cost
1	For on-site work authorized by Authority outside of Scope of Work for Standard workday Hours	Hourly	\$ 213.30
2	For on-site work authorized by Authority outside of Scope of Work for Non-Standard workday Hours (1.5 times the hourly rate)	Hourly	\$ 319.95
3	For on-site work authorized by Authority outside of Scope of Work for Sundays or on Standard holidays (2.0 times hourly rate)	Hourly	\$ 426.60
4	Additions/deletions to System calibration points	Per Point per month	\$ 1.75

Minimum billing time for on-site work will be 1 hour up to the first hour then in half-hour increments until work is completed.

The prices for parts will not exceed the GSA Catalog price for catalog parts. Non-catalog parts will be priced at Company cost +25%.

All prices will remain firm for the first 12 months of the Contract. Any adjustments in fees may be requested in writing by the Company or Authority. Written request for adjustments including supporting documentation must be submitted, to Company or Authority, at least thirty (30) days prior to the start of the start of the next contract year. Any adjustments to the fees, either increases or decreases, will be based on the ECI found at <http://www.bls.gov/data/> Total Compensation for Private Industry Workers in Installation, Maintenance and Repair, 12-month Percent Change, Not Seasonally Adjusted, CIU2010000430000A.

Upon reviewing and analyzing the increase or decrease in fees, the Authority will approve or deny the Company's request in writing through a letter from the Vice President of Procurement without formal amendment to this Contract. The decision to grant increases (or decreases) shall rest solely on the Authority.

B. Payments and Invoicing

Invoices for Services performed as defined in Exhibit A, Scope of Services, are to be submitted within the first ten (10) days following the month the Services were performed. Each invoice will be equal to 1/12th of the annual fixed fee.

Invoices for work performed outside of Services through a Work Order are to be submitted within thirty (30) days of successful completion of the Work Order.

All invoices must include, at a minimum, the maintenance log updated with all work, in process or successfully completed.

EXHIBIT C
 Sample Work Order
 Hillsborough County Aviation Authority
 Metasys Building Management Control System Maintenance and Support
 Jonson Controls Inc.

1. Work Order No.:

2. Project Title:

3. Authorization for Payment

Purchase Order No.: **OR** Purchasing Card Number provided

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

4. Contract Amount Summary

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

5. Project Information

A. Project Purpose:

B. Project Description:

C. Project Scope of Work and Deliverables:

D. Project Number:

6. Schedule and Costs

A. Project Schedule/Timeline

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

Task Number	Deliverable	Due Date
1.		
2.		
3.		

4.		
5.		

- B. Total Cost of Project
Provide the costs in U.S. dollars.

Expenditure <i><insert applicable terms></i>	Totals
Service Cost	
Hourly Rate <i><insert job classification></i>	\$
Number of hours to complete project	x
Total Service Cost	\$
Reimbursable Costs (as applicable)	
Data	\$
Printing	\$
Travel*	\$
Other:	\$
Other:	\$
Total Projected Reimbursable Cost	\$
Total Projected Project Cost (Service Cost and Reimbursable Costs)	\$

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

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

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

<Projects one month and less>

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

OR

<Projects 30 to 90 days>

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

OR

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

OR

<Projects exceeding 90 days>

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

OR

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

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

Company:

Date:

Authorized Official:

Name:

Title:

Signature: _____

Hillsborough County Aviation Authority Approval of this Work Order

Department: Maintenance Department

Date:

Name:

Title:

Signature: _____

**cc: Central Records
Procurement Agent**

Exhibit C, Sample Work Order
Metasys Building Management Control System Maintenance and Support Contract
Hillsborough County Aviation Authority
Johnson Controls, Inc.

EXHIBIT D: SCHEDULE 201A/SCHEDULE 212

REVISED: 12-18-2024

Alliance

PSA

Tampa International
Airport Metasys System

SCHEDULE 201A SUMMARY

This document defines the scope of the re-calibration and re-commissioning requirements for the The Base Scope of Work Portion of Tampa International Airport's Planned Service Agreement. This document divides the work into 24 discrete portions of the work. This section defines the scope of each of the 24 portions work. We label each of the 24 portions of work as Schedule 201A-1 through Schedule 201A-24.

The following is an overview of the scope of each PM schedule:

- Schedule 201A-1 AIRSIDE-E AREA-C,F**
1. Calibrate and commission field instruments for AHU- , and their associated zone controls, and Plant, PC Plant, PCCH-1, PCCH-2, CH-1, 2, HT-EXCHANGER, CLG TOWERS, OAH1-2, FSF1, 2, 3.
2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures.
3. Review system problem log with Owner's representative.
- Schedule 201A-2 AIRSIDE-E AREA-A**
1. Calibrate and commission field instruments for AHU14,15,16 FCU 1A,1B,6,14,16,17 GAH-64-69, and their associated zone controls.
2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
3. Review system problem log with Owner's representative.
- Schedule 201A-2a AIRSIDE-C –Area F**
1. Calibrate and commission units AHU-1,5,6,7 and associated controls.
2. Perform annual Preventative maintenance for task.
Review system log with owner representative.
- Schedule 201A-3 AIRSIDE-E AREA-B**
1. Calibrate and commission field instruments for AHU- ,5,6,7,8,9,11,12,13,FCU3,4,5,8,9,10,13,15A,15B and their associated zone controls.
2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
3. Review system problem log with Owner's representative.
- Schedule 201A-3a AIRSIDE-C –Area A & B**
1. Calibrate and commission units AHU-1,5,Gates-30,31,32,33 and associated controls.
2. Perform annual Preventative maintenance for task.
3. Review system log with owner representative.
- Schedule 201A-4 AIRSIDE E AREA C,E**
1. Calibrate and commission field instruments for AHU- 1,2,3,4,FCU11,12,GAH-62,71,72,73,74,75 their associated zone controls.
2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
- Schedule 201A-4a AIRSIDE -C –Area E**
1. Calibrate and commission units AHU-8,FCU-2,3,4OAU-1,2 and associated controls.
2. Perform annual Preventative maintenance for task.
Review system log with owner representative.

- Schedule 201A-5 MAIN TERMINAL BAGWELL AND RAC BUILDING**
 1. Calibrate and commission field instruments for AHU-B5,B6,B7,B8,B9,B10,B11,B12,OAHU51,52,CRAC1,2,3,4,5,6,RAC-AHU1,2 and their associated zone controls.
 2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
- Schedule 201A-5a AIRSIDE-C Area D**
 1. Calibrate and commission units AHU-9,10,11,FCU5,6, and associated controls.
 2. Perform annual Preventative maintenance for task.
 3. Review system log with owner representative.
- Schedule 201A-6 AIRSIDE-A AREA D**
 1. Calibrate and commission field instruments for AHU-8,9,10,17,GAH15,16,17,18FC-4,66,67,68,71 and their associated zone controls.
 2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system problem log with Owner's representative.
- Schedule 201A-6a AIRSIDE-C Plant**
 1. Calibrate and commission unit Plant, Towers, CH1, CH2, PCA, PCH1, PCH2, HxtEx, and associated controls.
 2. Perform annual Preventative maintenance for task.
 3. Review system log with owner representative.
- Schedule 201A-7 AIRSIDE-F AND F-SORT**
 1. Calibrate and commission field instruments for F-SORT, AHU1,2,3,4, EX-FANS, F_PC-PLANT, CHILLER-PLANT, CLG-TWRS, HT-EXCHANGER and their associated zone controls.
 2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system problem log with Owner's representative.
- Schedule 201A-7a AIRSIDE- C Area C**
 1. Calibrate and commission units AHU,3,17,18,GAH44,45, and associated controls.
 2. Perform annual Preventative maintenance for task.
 Review system log with owner representative.
- Schedule 201A-8 48/51' LEVEL AREA D**
 1. Calibrate and commission field instruments for AHU-B2,13,15,17,21,23,GB-2,E1,E2,E3 and their associated zone controls.
 2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures.
 3. Review system problem log with Owner's representative.
- Schedule 201A-8a AIRSIDE- C Area B**
 1. Calibrate and commission units: AHU 12,13,GAH,36,37,38 and associated controls.
 2. Perform annual Preventative maintenance for task.
 Review system log with owner representative.
- Schedule 201A-9 AIRSIDE-F**
 1. Calibrate and commission field instruments for AHU-A,B1,B2,C,GAH-78,79,80,81,82,83,2
 2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system problem log with Owner's representative.
- Schedule 201A-9a AIRSIDE-C Area A**
 1. Calibrate and commission units AHU-4,14,15,16,GAH-39,40,41,42,43
 2. Perform annual Preventative maintenance for task.
 Review system log with owner representative.
- Schedule 201A-10 AIRSIDE A:**
 1. Calibrate and commission field instruments for AHU-2,3,GAH-4,,56,7,8,9,FC-1,6,22,38,39,40,41,42,43,44,45,46,47,48,49,50,51,52,53,54,55,56 and their associated zone controls.
 2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system problem log with Owner's representative.

- Schedule 201A-11 48/51' LEVEL A CORE AND TOLL PLAZA:**
1. Calibrate and commission field instruments for AHU-B4,11,22,25,26,27,34,GB1,TOLL PLAZA,AHU-1,CH1,2,PLANT and their associated zone controls
 2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system Problem log with Owner's representative.
- Schedule 201A-12 AIRSIDE A AREA B:**
1. Calibrate and commission field instruments for AHU-1,4,5,14,15,16,GAH3,10,11,FC-2,7,23,34,36,37,58, and their associated zone controls.
 2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system problem log with Owner's representative.
- Schedule 201A-13 AIRSIDE A AND A-SORTATION AND AIRSIDE C AREA A**
1. Calibrate and commission field instruments for AUH-PLANT,CH1,2,PC-PLANT,PCCH1,2,3,CLG-TWR,A-SORT,AHU-1,ACU,EX-FANS, AIRSIDE-C;AHU4,14,15,16,GAH39-43 and their associated zone controls.
 2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system problem log with Owner's representative.
- Schedule 201A-14 AIRSIDE A AND AIRSIDE C AREA B**
1. Calibrate and commission field instruments for AUH-6,7,S1,GAH-12,14,FC-3,9,11,30,32,59,60,61,62,63,64,65,69,70 AIRSIDE C: AHU12,13,GAH-36,37,38 and their associated zone controls.
 2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system problem log with Owner's representative.
- Schedule 201A-15 AIRSIDE F AND AIRSIDE C AREA C**
1. Calibrate and commission field instruments for AUH-F1,-1,F1-2,F3-1,F3-2,FC-1-1,FCF3-1,FCF3-2,E1,E2,E3 and their associated zone controls AIRSIDE C:AHU-3,17,18,GAH44,45.
 2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system problem log with Owner's representative.
- Schedule 201A-16 48/51' LEVEL A CORE AND AIRSIDE C AREA D**
1. Calibrate and commission field instruments for, AUH- 10,24A,24B,20A,20B,GR-2,B3 and their associated zone controls. AIRSIDE C: AHU-9,10,11,FCU-5,6 and their associated zone controls
 2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system Problem log with Owner's representative.
- Schedule 201A-17 AIRSIDE A AND AIRSIDE C AREA E**
1. Calibrate and commission field instruments for, AHU-12,13,18,19,FC-5,10,19,20,21,24,25,26,27,28,29,31,33,35,57 and their associated zone controls.
 2. AIRSIDE C:AHU-8,OA-UNIT,FCU-2,3,4 and their associated zone controls.
 - 2a. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system Problem log with Owner's representative.
- Schedule 201A-18 AIRSIDE F AND AIRSIDE C PLANT**
1. Calibrate and commission field instruments for, GAHU-77,84,85,86,87,88,89,90,AHU-D,E,SF-1 and their associated zone controls.
 2. AIRSIDE C; C-PLANT,PC-PLANT,CLG-TWR,CH-1,2,PCCH-1,2,HT-EXCHANGER.
 - 2a. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system Problem log with Owner's representative.
- Schedule 201A-19 PENT-147/PARK 95 LEVEL A,B,C,D AND AIRSIDE C AREA F**
1. Calibrate and commission field instruments for, AHU- 44,45,46,47,FC-1C,2C,3C,4C,1A,2A,3A,4A,1B,2B,3B,4B,1D,2D,3D,4D and their associated zone controls. AIRSIDE C: AHU-2,6,7,19,GAH-34,FCU-1,7,8.
 2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system Problem log with Owner's representative.

- Schedule 201A-20 71' LEVEL A,B,C AND AIRSIDE C AREA G**
1. Calibrate and commission field instruments for, AHU-4,5,6,7,8,9,36,37,39,42,A1 and their associated zone controls .
 2. AIRSIDE C: AHU-1,5,GAH30-33.
 - 2a. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system Problem log with Owner's representative.
- Schedule 201A-21 71' LEVEL D**
1. Calibrate and commission field instruments for, AHU-F1,38,40,41,43,SB-1-2 and their associated zone controls .
 2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 2. Review system Problem log with Owner's representative.
- Schedule 201A-22 48/51'' LEVEL C CORE:**
1. Calibrate and commission field instruments for, AHU-B1,12,14,16,19,GR-1 and their associated zone controls .
 2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system Problem log with Owner's representative.
- Schedule 201A-23 CONRAC:**
1. Calibrate and commission field instruments for, AHU-A-4-04, 02, AHU-B-1-01, B-1-02, B-2-01, 3-01, 3-02, AHU-B-4-01, 02, 03, 04, AHU-B-5-01, 5-02, 5-03, 5-04 and their associated zone controls.
 2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system Problem log with Owner's representative.
- Schedule 201A-24 CONRAC:**
1. Calibrate and commission field instruments for, CHILLER PLANT and their associated controls.
 - 2a. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system Problem log with Owner's representative.
- Schedule 201A-23 CUP:**
2. Calibrate and commission field instruments for, FCU-C-1-1, 1-2, 1-3, AHU-C-1 and their associated zone controls.
 2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system Problem log with Owner's representative.
- Schedule 201A-24 CUP:**
2. Calibrate and commission field instruments for, CHILLER PLANT and their associated controls.
 - 2a. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system Problem log with Owner's representative.
- Schedule 201A-23 SKY CENTER ONE:**
3. Calibrate and commission field instruments for, AHU-3A, 3B, 4, 5 and their associated zone controls.
 2. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system Problem log with Owner's representative.
- Schedule 201A-24 SKY CENTER ONE:**
3. Calibrate and commission field instruments for, CHILLER PLANT and their associated controls.
 - 2a. Refer to Schedule 212. Perform annual Preventative Maintenance tasks for Associated Enclosures, per Schedule 212.
 3. Review system Problem log with Owner's representative.

SCHEDULE OF THE LOCATIONS OF CONTROLLED EQUIPMENT

Main Terminal						
LEVEL	AREA	AREA "A"	AREA "B"	AREA "C"	AREA "D"	
PENTHOUSE LEVEL 147		AHU-45L AHU-45E		AHU-44L AHU-44E	AHU-47 AHU-47E	
	Sound Room Elevator Machine Room		AHU-46L AHU-46E			
PARKING LEVEL 95	Fan Coil Unit 1A Fan Coil Unit 2A Fan Coil Unit 3A	FC-1A FC-2A FC-3A				
	Fan Coil Unit 1B Fan Coil Unit 2B Fan Coil Unit 3B		FC-1B FC-2B FC-3B			
	Fan Coil Unit 1C Fan Coil Unit 2C Fan Coil Unit 3C			FC-1C FC-2C FC-3C		
	Fan Coil Unit 1D Fan Coil Unit 2D Fan Coil Unit 3D				FC-1D FC-2D FC-3D	
	Comm Room MDF Room Back Up	FCU-TB-4-1 MDF ROOM				
	MDF Comm Room		FCU-TB-4-2			
	Comm Room Comm Room			RM-T		FCU-TB-4-4
TRANSFER LEVEL 57	Arcade & TGIF Air Handler 7 C Shuttle Lobby Baja Fresh & Carrabbas A Core Stores's VAV Boxes C-Shuttle Perimeter Carrabba's	AHU-5 AHU-7 AHU-36 AHU-6 A-STORES AHU-C1 CARRABBA'S				
	A Shuttle Perimeter A Shuttle Center Common Area Escalator HCAA Offices B Core Stores's VAV Boxes		AHU-A1 AHU-37 AHU-39 AHU-42 B-STORES			
	D-Shuttle Center Host Restaurants AHU Serving TGI Friday's & BK 3rd Floor Shuttle Lobby C Core Store's VAV Boxes			AHU-9 AHU-8 AHU-44L AHU-E3 C-STORES		
	F-Shuttle Center CMN Area & Walkway to SPG HCAA Offices & South Shops Executive Offices Air Handler RATC F Shuttle Perimeter D Core Store's VAV Boxes				AHU-38 AHU-40 AHU-41 AHU-43 AHU-ATC AHU-F1 D-STORES	
	Spirit/Frontier Offices Front of Spirit Ticket Counter Southwest Front of Ticket Counter AirTran/Southwest Offices	AHU-20A AHU-20B AHU-24A AHU-24B				
	United/Cont Office & Counter Front of United/Cont ticket counter Front of Jet Blue & Southwest Southwest & Jet Blue Offices Comm Room Jet Blue Comm Room		AHU-22 AHU-25 AHU-26 AHU-27 FC-TB-2-5 FC-TB-2-6			

SCHEDULE OF THE LOCATIONS OF CONTROLLED EQUIPMENT

Main Terminal

LEVEL	AREA	AREA "A"	AREA "B"	AREA "C"	AREA "D"	
TICKET LEVEL 35	Charters_Cayman, West Jet, COPA Front of Cayman & West Jet, Charter Front of Air Tran, BA USO Reception, Vacant, BA Offices Comm Room @ AHU 19 Comm Room Old United Ticket			AHU-14 AHU-16 AHU-18 AHU-19 FCU-TB-2-2 FCU-TB-2-3		
	American Offices Front of American Ticket Front of US Air Ticket Center US Air Ticket Offices Delta, Air Canada, Island Tour Offices Front of Delta, AC Comm Room Delta Ticket				AHU-15 AHU-17 AHU-21 AHU-23 AHU-E1 AHU-E2 FCU-TB-2-4	
BAGGAGE LEVEL 18	Air Handler 10 Air Handler B3 Comm Room BMA Mini Split BTU Meter	AHU-10 AHU-B3 C-CORE TP-4 TSA				
	Air Handler 11 Air Handler B4 Comm Room BMA Mini Split		AHU-11 AHU-B4 B-CORE			
	Air Handler 12 Air Handler B1 Comm Room BMA Mini Split			AHU-12 AHU-B1 A-CORE		
	Air Handler 13 Air Handler B2 Comm Room BMA Mini Split				AHU-13 AHU-B2 COMMRM	

LEVEL	AREA	RAC-BLDG	BAGWELL W	BAGWELL J	BAGWELL K	BAGWELL L
BAGGAGE LEVEL 18	A/S-2 A/S-1 Outdoor Air Handler 51		AHU-B5 AHU-B6 OAHU-51			
	TSA Control Room CW AC TSA Control Room DX AC BMA Control Room DX AC-3 BMA Control Room CHW AC-4 BMA Server RM DX AC-5 BMA Server RM CHW AC-6			CRAC-2 CRAC-1 CRAC-3 CRAC-4 CRAC-5 CRAC-6 AHU-B10 AHU-B11		
	A/S-3 A/s-4				AHU-B7 AHU-B12	
	A/S-6 A/S-5					AHU-B8 AHU-B9 OAHU-52
	A/S-7 A/S-8 Outdoor Air Handler 52					

SCHEDULE OF THE LOCATIONS OF CONTROLLED EQUIPMENT

Sky Center One		
LEVEL	AREA	AREA "W"
3rd Floor	Center Mechanical on 3rd Floor Center Mechanical on 3rd Floor CRAC Unit - 1 CRAC Unit - 2	AHU-3A AHU-3B CRAC-1 CRAC-2
4th Floor	Center Mechanical on 4th Floor	AHU-4
5th Floor	Center Mechanical on 5th Floor	AHU-5
Penthouse	Chiller Plant Points	Chiller

SCHEDULE OF THE LOCATIONS OF CONTROLLED EQUIPMENT

Airside C							
AREA	AREA "A"	AREA "B"	AREA "C"	AREA "D"	AREA "E"	AREA "F"	AREA "G"
Air Tran/Offices SOPS	AHU-4						
Gates 39 & 40	AHU-14						
Gates 41 & 42	AHU-15						
Gates 43 & 44	AHU-16						
Gate Air Handler 39	GAH-39						
Gate Handler 40	GAH-40						
Gate Air Handler 41	GAH-41						
Gate Air Handler 42	GAH-42						
Gate Air Handler 43	GAH-43						
TSA Offices & PARoom		AHU-12					
Gates 36,37 & 38		AHU-13					
Gate Air Handler 36		GAH-36					
Gate Air Handler 37		GAH-37					
Gate Air Handler 38		GAH-38					
1st FL Charter/AirTran Office			AHU-3				
Gate 45			AHU-17				
1st FL HCAA/Baggage office			AHU-18				
Gate Air Handler 44			GAH-44				
Gate Air Handler 45			GAH-45				
Que Area South				AHU-9			
Fidscirculation				AHU10			
Que Area North				AHU-11			
Chiller Room North				FCU-5			
Chiller Room East				FCU-6			
CHW Chiller Plant				Plant			
Cooling Towers				Towers			
Building Chiller 1				CH-1			
Building Chiller 2				CH-2			
Precon Chiller Plant				PCA			
PCA Chiller 1				PCH1			
PCA Chiller 2				PCH2			
Heat Exchanger				HxtEx			
Shuttle Lobby					AHU-8		
HCAA Maintenance					FCU-2		
Agt Parts Storage					FCU-3		
UPS & ATC RMS					FCU-4		
North Mechanic Room					OAU-1		
South Mechanic Room					OAU-2		
1st FL SWEST Office						AHU-2	
Boarding LVL Service Offices						AHU-6	
Gates 34 & 35						AHU-7	
Swest Comm Room						AHU-19	
Gate Air Handler 34						GAH-34	
Gate Air Handler 35						GAH-35	
Elev Mechanical RM #4						FCU-1	
Elev Mechanical RM #3						FCU-7	
Elev Mechanical RM #5						FCU-8	
SWEST Line Maintenance							AHU-1
Gates 30,31,32, & 33							AHU-5
Gate Air Handler 30							GAH-30
Gate Air Handler 31							GAH-31
Gate Air Handler 32							GAH-32
Gate Air Handler 33							GAH-33

SCHEDULE OF THE LOCATIONS OF CONTROLLED EQUIPMENT

Airside A					
AREA	AREA "A"	AREA "B"	AREA "C"	AREA "D"	AREA "E"
Continental Gates 4-6 Area	AH-2				
United Gates 7-9 Area	AH-3				
Gate Air Handler 4	GAH-4				
Gate Air Handler 5	GAH-5				
Gate Air Handler 6	GAH-6				
Gate Air Handler 7	GAH-7				
Gate Air Handler 8	GAH-8				
Gate Air Handler 9	GAH-9				
FCU-1 Elevator-A-1 Equipment Room	FC-1				
Electrical Room A Fan Coil #6	FC-6				
Comm Room	FC-22				
Vacant Offices	FC-38				
Delta Global Services Breakroom	FC-39				
United OPS/Breakroom	FC-40				
Vacant OPS Offices	FC-41				
Vacant Offices	FC-42				
Vacant Training Room	FC-43				
Cont. Station Storage	FC-44				
Vacant Stores	FC-45				
United/Locker Restrooms	FC-46				
Cont. Supervisor's Office	FC-47				
Cont. Mx Workshop	FC-48				
United LMO Area	FC-49				
Cont. MX Control Center	FC-50				
Access Corridor, United Breakroom	FC-51				
Continental Breakroom	FC-52				
Cont. Conference Room	FC-53				
Cont. Train/Conference Room	FC-54				
Continental OPS Room	FC-55				
Delta Global Station Manager	FC-56				
Continental Gates 2-3 Area		AH-1			
United Gate 10 Area & Business center		AH-4			
United Gate 11 Area		AH-5			
TSA Screening Area		AH-14			
South Restroom Core		AH-15			
Commuter Gate		AH-16			
Training Room		VAV-1			
Gate Air Handler 3		GAH-3			
Gate Air Handler 10		GAH-10			
Gate Air Handler 11		GAH-11			
Elevator Equipment Room @ Gate A-1		FC-2			
FCU - Electrical Room B		FC-7			
Comm Room @ AHU 5		FC-23			
Fan Coil Unit -34		FC-34			
GSE Supervisor's Office		FC-36			
Comm & Electrical Room		FC-37			
FCU-58 Gulf Stream Area		FC-58			
Jet Blue Gate 12 Area			AH-6		
Jet Blue Gate 12-14 Area			AH-7		
Air Handling Unit- S1			AH-S1		
AHU Serving Samsnead's			AH-SAM-SNEAD		
Gate Air Handler 12			GAH-12		
Gate Air Handler 14			GAH-14		
FCU Elevator C4 Room			FC-3		
Electric Room-C			FC-9		
Service Hallway Marriot			FC-11		
SWEST Elevator-2 Equipment Room			FC-30		

SCHEDULE OF THE LOCATIONS OF CONTROLLED EQUIPMENT

Airside A					
AREA	AREA "A"	AREA "B"	AREA "C"	AREA "D"	AREA "E"
Tel-Comm Room at AHU-7			FC-32		
Jet Blue Maintenance Offices			FCU-59		
Jet Blue Break Room			FCU-60		
Vacant RR & Locker Room			FCU-61		
Vacant Operations			FCU-62		
Vacant Maintenance			FCU-63		
GM Office and Conference Room			FCU-64		
MIS Hallway			FCU-65		
TSA Breaker Room Boarding LVL			FC-69		
Vacant Sky Clean Room			FCU-70		
Jet Blue Comm Room			FC-72		
Jet Blue OPS/Storage			FC-73		
Jet Blue Line Maintenance			FC-74		
Gate 15-17 Area				AH-8	
Gate 18 Area				AH-9	
North Restroom Core				AH-10	
Ground Level MIS				AH-17	
Air Handling Unit -S2				AH-S2	
Gate Air Handler 15				GAH-15	
Gate Air Handler 16				GAH-16	
Gate Air Handler 17				GAH-17	
Gate Air Handler 18				GAH-18	
Elevator A-3 Equipment Room				FC-4	
MIS Breaker Room 103				FC-66	
MIS Server Room 104				FC-67	
MIS War Room 105				FC-68	
Vacant Storage				FC-71	
Shuttle Lobby East Side					AH-12
Shuttle Lobby West Side					AH-13
Outside Air Unit 18					AH-18
Outside Air Unit 19					AH-19
Serv Elevator Room A-1					FC-5
Main SWTCH Gear Room					FC-10
Fire Command Room					FC-19
Chiller Plant					FC-20
Chiller Plant					FC-21
Telephone Room					FC-24
AGT Parts and Storage					FC-25
TER Storage Room					FC-26
Chiller Plant					FC-27
Triangle Break Room					FC-28
Shuttle Control Room					FC-29
Loading Dock CORR					FC-31
Bombardier UPS Room					FC-33
Sound Room					FC-35
HMS Storage & Office LVL 2					FC-57
Water Chiller Plant					Plant
Building Chiller 1					CH-1
Building Chiller 2					CH-2
Glycol Chiller Plant					PC-PLT
PCA Chiller 1					PCCH-1
PCA Chiller 2					PCCH-2
PCA Chiller 3					PCCH-3
Common Towers					Towers
AHU Return Temperatures					Temps
Gate AHUs Status					Gates

SCHEDULE OF THE LOCATIONS OF CONTROLLED EQUIPMENT

Airside E						
AREA	AREA "A"	AREA "B"	AREA "C"	AREA "D"	AREA "E"	AREA "F"
Gates 66, 67, & 68 Area	AH-14					
1st FL SWISS Port	AH-15					
Gates 64 & 65 Area	AH-16					
Gate Air Handler 64	GAH-64					
Gate Air Handler 65	GAH-65					
Gate Air Handler 66	GAH-66					
Gate Air Handler 67	GAH-67					
N.W. Delta GSEA 101	FCU-1A					
S.E. Delta GSEA 101	FCU-1B					
C Area Concourse		AH-5				
2nd FL G-70 Area		AH-6				
1st FL Delta		AH-7				
B Area Concourse		AH-8				
North Shuttle		AH-9				
N. Delta Offices		AH-10				
Center HMS Host		AH-11				
3rd FL Crown Room		AH-12				
South Shuttle		AH-13				
Gate Air Handler 68		GAH-68				
Gate Air Handler 69		GAH-69				
B Area Elevator Room		FCU-3				
BAG Control B108		FCU-4				
B Area Com Room B105		FCU-5				
B Area Electric Room B116		FCU-13				
Gate Air Handler 70			GAH-70			
Comm Room C114			FCU-8			
Electrical Room C115			FCU-9			
Control Room C119			FCU-10			
CH-2 VFD			FCU- 15A			
Glycol Pumps			FCU - 15B			
CHW Chiller Plant			PLANT			
Building Chiller 1			CH-1			
Building Chiller 2			CH-2			
Precon Chiller Plant			PC-PLT			
PCA Chiller 1			PCCH-1			
PCA Chiller 2			PCCH-2			
All Gates			ALL GATES			
Colling Towers			TOWERS			
Heat Exchanger			HTG-EX			
D Area Concourse				AH-1		
2nd FL Offices				AH-2		
2nd FL G-74 Area				AH-3		
1st FL Vacant				AH-4		
Smoking Lounge Area F				FSF-1		
Gate Air Handler 71				GAH-71		
Gate Air Handler 72				GAH-72		
Gate Air Handler 73				GAH-73		
Gate Air Handler 74				GAH-74		
Gate Air Handler 75				GAH-75		
Comm Room D106				FCU-11		
Electrical Room D105				FCU-12		
Gate Air Handler 62					GAH-62	
OA AHU 1 (South)						OAH-1
OA AHU 2 (North)						OAH-2
Elevator Machine Room F103						FCU-6
HCAA Maintenance Room F109						FCU-14
AGT Storage F106						FCU-16
AGT UPS Room F113						FCU-17

SCHEDULE OF THE LOCATIONS OF CONTROLLED EQUIPMENT

Airside F					
AREA	AREA "A"	AREA "B"	AREA "D"	AREA "E"	AREA "F"
AA/US Air Gates 77-84	AHU-A				
AHU-AVAVs	A-VAVs				
Customs Area	AHU-B1				
AHU-B1 VAVs	B1-VAV				
AHU-B2	AHU-B2				
Shuttle & TSA Area	AHU-C				
Gate Air Handler -78	GAH-78				
Gate Air Handler -79	GAH-79				
Gate Air Handler -80	GAH-80				
Gate Air Handler -81	GAH-81				
Gate Air Handler -82	GAH-82				
Gate Air Handler -83	GAH-83				
Bridge Fan Coil -83	GFC-83				
American Line OPS Office	FC-1-1				
American Line Maintenance	FC-1-2				
COPA/US Air Comm Office	FC-1-3				
US Air OPS Office	FC-1-4				
US Air Breaker Room	FC-1-5				
US Air Training Station	FC-1-6				
US Air Elevator Equip Room	FC-1-19				
AA Elevator Equip Room	FC-1-20				
AA Cabin Service	FC-1-33				
Gate Air Handler -77		GAH-77			
Gate Air Handler -84		GAH-84			
Bombardier Maint Shop		FCU-1-16			
American Receiving		FCU-1-17			
Bombardier CPU Room		FCU-1-18			
Telephone Room		FCU-AF-1-1			
Paging Equipment Room		FCU-2-3			
US Air Gates 85-87 Area			AH-D		
Gates 88-90 Area			AH-E		
New International Area			AHU-B3		
New International Area			AHU-B6		
New International Area			SF-1		
Chiller Plant Room			AHU-D2		
Gate Air Handler -86			GAH-86		
Gate Air Handler -87			GAH-87		
Chiller Plant			PLANT		
Building Chillers			CHILLERS		
House Chiller 1			CH-1		
House Chiller 2			CH-2		
House Chiller 3			CH-3		
Cooling Towers			TOWERS		
Precon Plant			PC-PLT		
PCA Chiller 1			PCCH-1		
PCA Chiller 2			PCCH-2		
All Gates Status			ALL GATES		
Workroom			FCU-1-17		
Charter Holding Area				AHE1-1	
Transit Lounge				AHE1-2	
Transit Lounge				AHE1-3	

SCHEDULE OF THE LOCATIONS OF CONTROLLED EQUIPMENT

Airside F					
AREA	AREA "A"	AREA "B"	AREA "D"	AREA "E"	AREA "F"
Gate Air Handler 88				GAH-88	
Gate Air Handler 89				GAH-89	
Gate Air Handler 90				GAH-90	
USA Air Line Main Shop, Office and Comm Area Area Ramp 88-89				FCU1-11	
In Transit Lounge Entrance				FCU1-12	
In Transit Lounge				FCU1-13	
In Transit Lounge				FCU1-14	
Gate 90 Elevator Equip				FCU1-15	
US Air Line Marin Ramp 88-89 Office					
Conf Area				FCU1-21	
Gate 90 Ramp				FCU2-1	
Gate 90 Ramp				FCU2-2	
Customs					AHF-1-1
Customs					AHF-1-1 VAV'S
American Offices					AHF2-1
Admiral Club Area					AHF3-1
Admiral Club Area					AHF3-2
Gate Air Handler 85					GAH-85
Ramp 85 Fan Coil Unit					FC-1-1
US Air Line Maint					FCU-1-8
Storage Warehouse					FCU-1-9
US Air Ramp 88-89 Locker Room					FCU-1-10
US Air Offices Conference Room					FCF3-1
US Air Rob Conwell Office					FCF3-2
AHU-19					AHU-19

SCHEDULE OF THE LOCATIONS OF CONTROLLED EQUIPMENT

Area	"F" Sortation Facility
AHU-1	AHU-1
AHU-2 and AHU-3	AHU-2 and AHU-3
AHU-4	AHU-4
Exhaust Fans	EF
Shuttle UNT	FC1-4
VAV-AHU-1	VAV-AHU-1
AHU-19	AHU-19

Area	"A" Sortation Facility
Air Handling Unit 1	AH-1
DX Unit AC-1 & AC-2	ACUs
Exhaust Fans	EXFANS
AHU-AS01	AHU-AS01
AHU-AS02	AHU-AS02
AHU-AS03	AHU-AS03
AHU-AS04	AHU-AS04
A-SORT-CHILLER	A-SORT-CHILLER

Area	Toll Plaza
Toll Plaza AHU	AHU-1
FCU Serving Comm Room	FCU-1

Area	ARFF Building
ARFF Home - 1st Floor	AHU-1
ARFF Home - 1st Floor	AHU-2
ARFF Home - 1st Floor	AHU-3
ARFF Home - 1st Floor	CHILLER
ARFF Home - 1st Floor	EXH-CO

Area	CONRAC
AHU-B-3-01 NORTH CORE (Repeater)	AHU-B-3-01
AHU-B-3-02 NORTH CORE ADD. 4	AHU-B-3-02
AVIS CUSTOMER SERVICE BOOTH FEC ADD. 9	AVIS-FCUS
AHU-B-1-01 SOUTH CORE ADD. 30	AHU-B-1-01
AHU-B-1-02 NORTH CORE ADD. 4	AHU-B-1-02
CONRAC QTA AHU-A-4-01 ADD. 51	AHU-A-4-01
CONRAC QTA AHU-A-4-02 ADD. 57	AHU-A-4-02
CONRAC ERV-B-5-02 ADD. 7	ERV-B-4-02
CONRAC AHU-B-4-03 ADD. 46	AHU-B-4-03
CONRAC AHU-B-4-04 ADD. 47	AHU-B-4-04
CONRAC AHU-B-4-01 ADD. 4	AHU-B-4-01
CONRAC ERV-B-4-01 ADD. 11	ERV-B-4-01
CONRAC AHU-B-4-02 ADD. 6	AHU-B-4-02
CONRAC AHU-B-5-01 ADD. 10	AHU-B-5-01
CONRAC ERV-B-5-02 ADD. 7	ERV-B-5-02
CONRAC AHU-B-5-02 ADD. 12	AHU-B-5-02
CONRAC ERV-B-5-01 ADD. 4	ERV-B-5-01
CONRAC AHU-B-5-03 ADD. 15	AHU-B-5-03
CONRAC AHU-B-04 (Repeater)	AHU-B-5-04
AHU-B-2-01 NORTH CORE ADD. 30	AHU-B-2-01

Area	CONRAC
AHU-B-2-02 NORTH CORE ADD. 4	AHU-B-2-02
CELL LOT RTU SERVIN	CELL-LOT-RTU-1
CHILLER -1	CHILLER-1
CHILLER-2	CHILLER-2
CHILLER-3	CHILLER-3
C-Plant Status	C-Plant Status
Loop DPS	Loop DPS
CLG Towers	CLG Towers
Chiller Plant Points	Chiller Plant Points

Area	CUP
CHILLER-1	CHILLER-1
CHILLER-2	CHILLER-2
CHILLER-3	CHILLER-3
CHILLER-4	CHILLER-4
Heat Recovery Chiler 6	HRC-6
CUP Main Electric Room	FCU-C-1-1
CUP Main Electric Room	FCU-C-1-2
TELECOM ROOM	FCU-C-1-3
AHU-C-1	AHU-C-1
C-Plant Status	C-Plant Status
Loop DPS	Loop DPS
CLG Towers	CLG Towers
Chiller Plant Points	Chiller Plant Points
CUP-LCP-Device-Perf Backlighting	Perf Backlighting
CUP-LCP-Device-Water Fall Light	Water Fall Light
CUP-LCP-Device-Roadway Lighting	CUP Roadway Lighting
CUP-LCP-Device-CUP Exterior	CUP Exterior
CUP-LCP-Device-Future DMX Stick	Future DMX Stick
OBPO_NAE	

Hardware	Network Engines
NC-1 Hardware	NC1-HW
NC-2 Hardware	NC2-HW
NC-3 Hardware	NC3-HW
NC-4 Hardware	NC4-HW
NC-5 Hardware	NC5-HW
NC-6 Hardware	NC6-HW
NC-7 Hardware	NC7-HW
NC-8 Hardware	NC8-HW
NC-9 Hardware	NC9-HW
NC-10 Hardware	NC10-HW
NC-11 Hardware	NC11-HW
NC-12 Hardware	NC12-HW
NC-13 Hardware	NC13-HW
NC-14 Hardware	NC14-HW
NC-15 Hardware	NC15-HW
NC-16 Hardware	NC16-HW
NC-17 Hardware	NC17-HW
NC-18 Hardware	NC18-HW
NC-19 Hardware	NC19-HW
NC-20 Hardware	NC20-HW

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Hardware	Network Engines
NC-21 Hardware	NC21-HW
NC-22 Hardware	NC22-HW
NC-23 Hardware	NC23-HW
NC-24 Hardware	NC24-HW
NC-25 Hardware	NC25-HW
NC-26 Hardware	NC26-HW
NC-27 Hardware	NC27-HW
NC-28 Hardware	NC28-HW
NC-29 Hardware	NC29-HW
NC-30 Hardware	NC30-HW
NC-31 Hardware	NC31-HW
NC-32 Hardware	NC32-HW
NC-33 Hardware	NC33-HW
NC-34 Hardware	NC34-HW
NC-35 Hardware	NC35-HW
NC-36 Hardware	NC36-HW
NC-37 Hardware	NC37-HW
NC-38 Hardware	NC38-HW
NC-39 Hardware	NC39-HW
NC-40 Hardware	NC40-HW
NC-41 Hardware	NC41-HW
NC-42 Hardware	NC42-HW
NC-43 Hardware	NC43-HW
NC-44 Hardware	NC44-HW
NC-45 Hardware	NC45-HW
NC-46 Hardware	NC46-HW
NC-47 Hardware	NC47-HW
NC-48 Hardware	NC48-HW
NC-49 Hardware	NC49-HW
NC-50 Hardware	NC50-HW
NC-51 Hardware	NC51-HW
NC-52 Hardware	NC52-HW
NC-53 Hardware	NC53-HW
NC-54 Hardware	NC54-HW
FCU-AF-1-1	FCU-AF-1-1

-METASYS™-
Series Network Engine (SNE)
and
Series Network Controller (SNC)

On a Scheduled Basis

Check LED Indications to verify proper DC power levels, appropriate Transmit and Receive activity on the Trunk 1 and Trunk 2, and to check for possible Error Code indications.

Inspect wiring for signs of corrosion, fraying and rapid discoloration.

Check voltage level of SNE Battery sub-module.

Cycle SNE power to initiate Self-Test Diagnostic. Monitor LED sequencing for proper self-test displays or Error Code indications.

Remove excessive dust from heat sink surfaces.

Additional Tasks and/or Special Instructions:

Run PVT on system on an annual basis on system.

Clean enclosure exterior surfaces.

Verify the proper operation of critical control processes and points associated with this unit and make adjustments, if necessary.

As Required

Verify/calibrate other points and control processes, where the need for possible "Corrective Maintenance" is indicated

Form E9761 (Rev 10/90)



FEC, FAC, CGM, CVM and IOM Application Specific Controllers

On a Scheduled Basis

AHU Application Specific Controller

Verify that AHU is being controlled at the appropriate values.

Change one set point value; verify smooth transition and stable control at the new set point.

Return set point to original value.

Repeat for each additional control loop, if any.

Verify that controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.

Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.

Application Specific Controller

Verify that ASC is in control at the desired value(s).

Change one set point value; verify smooth transition and stable control at the new set point.

Return set point to original value.

Repeat for each additional control loop, if any.

Additional Tasks and/or Special Instructions:

Verify that controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.

Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.

VAV Box Application Specific Controller

Verify that ASC is in stable control at the desired value(s).

Where controller performance is in doubt:

- Change set point value. Verify smooth, stable control at the new value.
- Return set point to original value.

Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.

As Required

Verify/calibrate other points associated with these units where the need for possible "Corrective Maintenance" is indicated.

Exhibit E
Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of Johnson Controls Inc., listed below, hereby attests under penalty of perjury that Johnson Controls Inc.

1. Does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

The undersigned is authorized to execute this Affidavit on behalf of Johnson Controls Inc.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

Scrutinized Company Certification



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

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

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

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

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

Signature

Title

Printed Name

Date

EXHIBIT G

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.

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.