



HILLSBOROUGH COUNTY AVIATION AUTHORITY

SUPPLEMENTAL CONTRACT FOR FACILITY SECURITY SYSTEMS, EQUIPMENT, AND SOFTWARE WITH RELATED SERVICES

Parties And Addresses:

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
SUPPLEMENTAL CONTRACT FOR FACILITY SECURITY SYSTEMS, EQUIPMENT, AND
SOFTWARE WITH RELATED SERVICES

1. INTRODUCTION.....	
2. DEFINITIONS.....	
3. SCOPE OF SERVICES	
4. TERM.....	
5. FEES AND PAYMENTS.....	
6. TAXES	
7. OWNERSHIP OF DOCUMENTS	
8. QUALITY ASSURANCE.....	
9. NON-EXCLUSIVE RIGHTS	
10. DEFAULT, REMEDIES AND TERMINATION RIGHTS	
11. INDEMNIFICATION	
12. ACCOUNTING RECORDS/AUDIT REQUIREMENTS.....	
13. INSURANCE	
14. COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS	
15. AUTHORITY APPROVALS	
16. USE OF ARTIFICIAL INTELLIGENCE.....	
17. CONDUCT	
18. DELIVERABLES	
19. DATA JURISDICTION	
20. INSTALLATION AND DOCUMENTATION.....	
21. TRAINING	
22. INSPECTION OF DELIVERABLES	
23. SCOPE OF LICENSE	
24. TRADEMARKS AND PROPRIETARY NOTICES	
25. TEMPORARY TRANSFER OF SOFTWARE.....	
26. WARRANTIES.....	
27. INTELLECTUAL PROPERTY	
28. DATA SECURITY	
29. EXIT ASSISTANCE.....	
30. SYSTEM AND ORGANIZATION CONTROL 2	
31. ACCEPTANCE AND TEST PLAN.....	
32. FUTURE FUNCTIONALITY	
33. FOREIGN COUNTRY OF CONCERN	
34. VPN ACCESS	
35. DISPUTE RESOLUTION.....	
36. WAIVER OF CLAIMS.....	
37. LAWS, REGULATIONS, ORDINANCES, AND RULES.....	
38. COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW	
39. CONTRACT MADE IN FLORIDA	

40. NOTICES AND COMMUNICATIONS	
41. SUBORDINATION OF SUPPLEMENTAL CONTRACT	
42. SUBORDINATION TO TRUST AGREEMENT	
43. ASSIGNMENT AND SUBCONTRACTING	
44. BADGING AND SECURITY REQUIREMENTS	
45. EMPLOYEE PARKING	
46. APPLICABLE LAW AND VENUE	
47. SCRUTINIZED COMPANIES	
48. ANTI-HUMAN TRAFFICKING LAWS	
49. RELATIONSHIP OF PARTIES	
50. RIGHT TO AMEND	
51. NON-DISCLOSURE	
52. WAIVERS	
53. TENANCY	
54. AMERICANS WITH DISABILITIES ACT	
55. E-VERIFY REQUIREMENT	
56. FAA APPROVAL.....	
57. AGENT FOR SERVICE OF PROCESS	
58. INVALIDITY OF CLAUSES.....	
59. SEVERABILITY	
60. HEADINGS	
61. PUBLIC ENTITY CRIME	
62. ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT	
63. CONTRACT CHANGES.....	
64. COMPLETE CONTRACT	

- A. ENTERPRISE ALTERNATE CONTRACT SOURCE (ACS) NO. 72101509-25-NASPO-ACS
- B. AUTHORITY DESIGN CRITERIA MANUAL
- C. AUTHORITY POLICY P412, TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES
- D. AFFIDAVIT FOR FCC COLLECTING PII FORM
- E. SCRUTINIZED COMPANY CERTIFICATION
- F. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

1. INTRODUCTION

This Supplemental Contract for Facility Security Systems, Equipment, and Software with Related Services (Supplemental Contract) is made and entered into this 7th day of May, 2026 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 Convergent Technologies LLC, a company, authorized to do business in the State of Florida (Company), (collectively hereinafter referred to as the Parties).

The following terms and conditions contained in this Supplemental Contract are hereby incorporated in and made a part of State of Florida Enterprise Alternate Contract Source (ACS) No. 72101509-25-NASPO-ACS (ACS Contract), which is attached hereto as Exhibit A. In the event of any conflict(s) among the terms and conditions contained in this Supplemental Contract and the ACS Contract, this Supplemental Contract shall control.

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 Acceptance

The act of the Authority or an authorized agent of the Authority by which the Authority assumes for itself, or an agent of another, ownership of existing or new components, or approves specific services as partial or complete performance of this Supplemental Contract.

2.2 Acceptance Testing Process

The systematic evaluation of a delivered System (Software, hardware, or Services) against predefined functional requirements and acceptance criteria stipulated in this Supplemental Contract. Designed to verify that the System operates as intended and satisfies the Authority's needs before final acceptance and full deployment.

2.3 Accounts Payable

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

2.4 After Action Review (AAR)

A systematic process for identifying the Root Cause 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.

2.5 Airport

Tampa International Airport.

2.6 Artificial Intelligence (AI)

Supplemental Contract for Facility Security Systems, Equipment, and Software with Related Services
Hillsborough County Aviation Authority
Convergent Technologies LLC

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 Supplemental Contract, including related metadata.

2.8 Authority Intellectual Property (Authority IP)

Intellectual Property owned or licensed by Authority.

2.9 Board

The Hillsborough County Aviation Authority Board of Directors.

2.10 CEO

The Hillsborough County Aviation Authority Chief Executive Officer.

2.11 CJIS

Criminal Justice Information Services.

2.12 Company Intellectual Property (Company IP)

All intellectual property that is owned or licensed by the Company, including any third-party intellectual property provided by the Company.

2.13 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.

2.14 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.

2.15 Days

Unless otherwise stated, means calendar days.

2.16 Deliverables

Includes, without limitation, supply, delivery, installation, integration, implementation, training, warranty, maintenance services, materials, equipment, computer software, or other Services furnished or performed by Company in accordance with the terms of this Supplemental Contract.

2.17 Documentation

The information provided by Company, including but not limited to, the description of the required functions and applications of the Software and System, operating manuals, training aids, user guides, support troubleshooting scripts, knowledge articles, and System administration documentation as applicable, as well as technical reference materials describing the operation of all such components in sufficient detail to enable Authority's employees to operate, use, maintain, repair, support and test the same without assistance from Company.

2.18 Enhancement

Any modification or addition that, when made or added to the Software, materially changes the Software's utility, efficiency, functional capacity, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Company as minor or major, depending on Company's assessment of their value and of the function added to the Software.

2.19 Error

Any failure of the System to substantially conform to its Functional Specifications as published from time to time by Company. However, any nonconformity resulting from Authority misuse, improper use, alterations, or damage to System, or Authority combining or merging System with hardware or Software not supplied or identified as compatible by Company, shall not be considered an Error.

2.20 Error Correction

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

2.21 Exhibits

Exhibits are attached are hereby incorporated and made a part of this Supplemental 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 Supplemental Contract.

2.22 FAA

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

2.23 Functional Specifications

The description of the required functions and applications of the Software or System.

2.24 Improvement

Updates, variations, alterations, Error Corrections, functional changes or other changes to the Software and Documentation, including, without limitation:

- A. improving efficiency and functionality;
- B. Improving operational integrity and efficiency;
- C. supporting legislated, regulatory or security or other lawful requirements;
- D. correcting Errors; and
- E. implementing additional licensed Software.

2.25 Incident

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

2.26 Information Technology (IT) Infrastructure

Hardware, Software, networks, data centers, and facilities that support the delivery of information technology services and enable the operation of an organization's information systems.

2.27 Intellectual Property (IP)

Legal rights protecting software, code, algorithms, and digital content, ensuring ownership and control over innovations.

2.28 Maintenance Access Period

Unless otherwise specified in this Supplemental Contract, an uninterrupted time period of a minimum of two (2) consecutive hours each Day, between 1:30 a.m.to 4:00 a.m. Eastern Time, during which the Company shall have Personnel available to receive requests for maintenance services and provide the maintenance services in accordance with the terms and conditions of this Supplemental Contract.

2.29 Major Incident

Includes, but is not limited to, an unplanned outage or degradation of Services which causes erroneous financial transactions, revenue loss, reporting Errors, loss of functionality, loss of payment functionality, System instability, safety, security vulnerability, System availability issues, impacts to passenger processing, harm to Authority reputation, minor problems that impact process efficiencies and that do not have an acceptable workaround to Authority, reoccurring minor problems, and/or database corruption.

2.30 Malware

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

2.31 Media

The different types of data storage options such as downloadable media, hard drives, removable drives, digital video disc, flash memory, and universal serial bus drives.

2.32 Modifications

Changes or additions to Software or System from the standard version thereof prepared under this Supplemental Contract.

2.33 Open Source Material (OSM)

Any Software or other IP that is distributed or made available as “open source software” or “free software” or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such Software or IP.

2.34 Order

The form mutually agreed upon by Authority and Company to document the specific products, Services, pricing, and other relevant details under this Supplemental Contract.

2.35 Personnel

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

2.36 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) CJIS; (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.

2.37 Preventative Maintenance

Services including, but not limited to, inspection, testing, necessary adjustment, alignments, calibration, parts cleaning, communication system maintenance, server administration and database administration.

2.38 Production

Use of a System or Software, in a live operational environment, whether or not any interfaces, applicable Enhancements or Improvements are included in such use. Production is not use of the System or Software in a test or development environment.

2.39 Release

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

2.40 Restoration of Service Time

Period of time beginning with a bona fide attempt to reach Company by telephone, or other oral or written means made by Authority during a Maintenance Access Period and ending with the response of the Company.

2.41 Root Cause

Means a fundamental reason or factor that causes an Error.

2.42 Scheduled Downtime

The period of time for Company to carry out activities necessary for the proper operation of Services. Includes Software uploads, communication loads, Upgrades, Preventative Maintenance, Error Correction, and Error validation.

2.43 Sensitive Security Information (SSI)

Information that, if publicly released, would be detrimental to the security of the Airport or business operations of the Authority and its suppliers, including, but not limited to, documents, maps, or drawings of the Airport which includes secure Airport locations, social security numbers, account numbers, driver's license numbers, trade secret information, system security information, transportation infrastructure, security training materials, security screen information, and security measures. SSI also includes biometric information, personal health information, government identifiers, or any other information defined as "sensitive" or under analogous terms in applicable privacy or data protection laws.

2.44 Services

the activities, tasks, functions, or work to be performed by Company under this Supplemental Contract, including any labor, expertise, or effort required to fulfill the scope of work, as specified in the Order. Services may include, without limitation, design, installation, integration, implementation, training, maintenance, support, or other professional services. Certain other types of products and services such as monitoring, intrusion and special handling products are not available to be procured under this Supplemental Contract. A separate agreement or additional terms will be provided upon procurement of such products and services.

2.45 Software

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

2.46 Software Error

Any failure of the Software to substantially conform the applicable specifications. 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.

2.47 Software Support

Includes support for Software such as remote troubleshooting capabilities, monitoring, alerting, training, Documentation, maintenance, installation assistance, and basic usability assistance. Remote troubleshooting capabilities may be delivered via telephone and online communication Media or without human assistance through automated means that reside on the end users' device(s) or are available on the web. May include new product installation, installation of Updates, installation of Upgrades, migrations for major Releases of Software, other types of proactive or reactive on-site support, and support for custom application or infrastructure Software. Support may be delivered by a product vendor, a consulting firm, or third-party software maintainers.

2.48 Supplemental Contract Documents

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

2.49 System

Hardware and Software, converted data, interfaces, databases and Documentation that are to be installed by Company and implemented by Company, including the Deliverables to be provided by the Company to Authority all as contemplated hereunder, as the same may be Upgraded, enhanced or otherwise modified or adapted from time to time.

2.50 Transition Period

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

2.51 Trust Services Criteria

Criteria that help verify that systems meet security, availability, confidentiality, processing integrity, and privacy requirements, thereby supporting trust and reliability.

2.52 TSA

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

2.53 Unapproved Improvements

Changes to the Software not approved by Company but made by Authority or on Authority's behalf by someone other than the Company.

2.54 Update

Revisions or additions to Software provided by Company, including Software patches, security Updates, and new features. Does not include separate modules or functions that are separately licensed and priced, or new products that are developed and marketed as separate products by a vendor.

2.55 Upgrades

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

2.56 Vice President of ITS

Authority contract person responsible for the Authority Information Technology Services Department.

2.57 Vice President of Procurement

Authority contact person responsible for the Authority Procurement Department.

3. SCOPE OF SERVICES

3.1 Scope of Services

All Services and work shall comply with relevant codes and standards and regulatory requirements, as well as the most recent version of Exhibit B, Authority Design Criteria Manual. The specific scope and cost of each project performed under this Supplemental Contract shall be defined in and based on an Authority-approved Order prior to commencement of Services and/or work. Completion of Services will be verified through inspection, testing, and approval by Authority Authorized Agent.

3.2 Order

- A. Without invalidating this Supplemental Contract, Authority may, at any time, order additions, deletions or revisions to the Services by issuance of a Purchase Order. Prior to the onset of any Services, Company will prepare an Order for and set forth the specific pricing for the Services.
- B. The Order may include a statement of work, proposal or quote, as well as names, titles, and responsibilities of the Personnel that will be assigned to the work. Upon agreement between the Parties to the scope of the Order, Authority will issue a Purchase Order to Company to perform the specific items agreed to under the Order. Purchase Order(s) will be issued for each Order and service as authorization for Company to provide the Services consistent with the terms of this Supplemental Contract. The Order schedule may go beyond the termination date of this Supplemental Contract if necessary to complete the Order tasks. Company will use its best efforts to ensure that each task in the Order is completed on budget and on time according to the agreed-upon work schedule.
- C. No Services will be initiated by Company until Company receives the Purchase Order which will include the final agreed upon work.

- D. In the event of a conflict between this Supplemental Contract and an Order, the terms of this Supplemental Contract shall prevail.
- E. Any Purchase Order issued during the effective period of this Supplemental Contract and not completed within that such period shall be completed by the Company within the time specified in the Order. The Supplemental Contract shall govern the Company's and Authority's rights and obligations with respect to that Order to the same extent as if the Order were completed during the effective period of this Supplemental Contract.

4. TERM

4.1 Effective Date

This Supplemental Contract will become binding and effective upon approval and execution by Authority and Company (Effective Date). This Supplemental 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

This Supplemental Contract will begin on May 7, 2026 and continue through July 31, 2028 (Initial Term), unless terminated earlier as provided herein or renewed as provided below (such Initial Term, plus any such Renewal Term, referred to as Term).

4.3 Renewal Options

If Company is not in default of any terms of this Supplemental Contract and if Company has performed all the terms, covenants and conditions herein contained, this Supplemental Contract may be renewed at the terms and conditions stated hereunder for two (2), two (2) year periods subsequent to the end of the Initial Term (each additional term hereinafter referred to as Renewal Term) upon written approval by the CEO. Such renewal will be effective by letter without formal amendment to this Supplemental Contract. If all such Renewal Terms are approved by the Authority, this Supplemental Contract will have a final termination date of July 31, 2032.

4.4 Extension

Upon the expiration of the Term of this Supplemental Contract, at the Authority's sole discretion, this Supplemental Contract may be extended for a maximum of six (6) months. Such extensions 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.

4.5 Early Termination

Either Party may terminate this Supplemental Contract, without cause, by giving thirty (30) Days written notice to the other Party. However, Company may not cancel this Supplemental Contract, without Authority approval, until all existing projects are completed, unless required by legal or ethical rules. Unless otherwise specified by the Authority, this Supplemental Contract shall

continue in effect solely with respect to any Order(s) still in effect as of the effective date of termination of this Supplemental Contract until termination of such Order(s). Authority does not guarantee work or any amount of work to Company during the Term of this Supplemental Contract.

5. FEES AND PAYMENTS

5.1 Not-to-Exceed

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

5.2 Payment

Authority will pay Company as agreed upon in an Order by Company and Authority. Any travel costs preapproved by Authority will be paid in accordance with Exhibit C, Authority Policy P412 - Travel, Business Development, and Working Meals Expenses. Rates are part of the project costs and are as outlined in the OMNIA Partners Contract.

5.3 Invoices

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

5.4 Payment Method

Company will receive electronic payments via Automated Clearing House (ACH), ePayables, or Purchasing Card (PCard). 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 Supplemental Contract in coordination with Accounts Payable.

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

5.5 Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Supplemental 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. Pass-through expenses (if any), including expenses for re-stocking fees for materials shall be compensated without markup, unless a markup amount is set out in this Supplemental Contract. All Services that are to be compensated will be invoiced as

though such Services (including provision of non-cancelable obligations such as orders for bespoke materials) were completed or provided at the time of Company's receipt of the notice of termination. Compensation for materials supplied, but not installed, will include Company's standard mark-up for sales of such materials in accordance with the ACS Contract. Company will not be allowed recovery for lost profits on unperformed Services, if any.

5.6 Prompt Payment

Company must pay any of its subcontractor(s) who have submitted verified invoices for work already performed within ten (10) Days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay any of its subcontractor(s) accordingly will be a material breach of this Supplemental Contract.

6. TAXES

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

Company will pay the taxes, fees, or assessments reflected in a notice Company receives from the Authority within 30 Days after Company's receipt of that notice or within the time period prescribed in the tax bill. Authority will attempt to cause the taxing authority to send the applicable tax bills directly to Company and Company will remit payment directly to the taxing authority, in such instance. Company may reserve the right to contest such taxes, fees, or assessments and withhold payment upon written notice to Authority of its intent to do so, so long as the nonpayment does not result in a lien against the real property or any improvements thereon or a direct liability on the part of Authority.

7. OWNERSHIP OF DOCUMENTS

Authority agrees that all intellectual property developed or created in conjunction with this Supplemental Contract shall be owned by the Company. Company grants Authority a non-exclusive, non-transferable license to use the product or service for the Term of this Supplemental Contract. This Supplemental Contract includes Updates, Upgrades, future Releases, or added functionality of the Software and technology developed by the Company as long as the Authority has an active subscription at no additional cost to Authority during the Term of this Supplemental Contract. Notwithstanding the forgoing, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data, or other material, regardless of the physical form or characteristics made by Company or its employees' incident to, or in the course of, Services to Authority, with the exception of Company intellectual property, will be and remain the property of Authority.

8. QUALITY ASSURANCE

For a period of one (1) year, commencing at the earlier of substantial completion or first beneficial use of the work and Services ("Warranty Period"), Company warrants: (a) that work and Services performed under this Supplemental Contract will be of good quality; (b) that all equipment will be new unless otherwise required or permitted by this Supplemental Contract; and (c) that the work and Services will conform to the requirements of this Supplemental Contract. The Authority's sole remedy for any breach of this warranty is that Company shall remove, replace and/or repair at its own expense any defective or improper work and/or Services discovered within the Warranty Period, provided Company is notified in writing of any defect promptly upon discovery. Any equipment or products installed by Company in connection with this Supplemental Contract shall only carry such warranty as is provided by the manufacturer, which Company assigns to Authority and Company will provide reasonable assistance to Authority to enforce such warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Company, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage and additional restrictions may apply. NO FURTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS SUPPLEMENTAL CONTRACT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

9. NON-EXCLUSIVE RIGHTS

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 Supplemental Contract. Company further acknowledges that this Supplemental 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.

This Supplemental 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.

10. DEFAULT, REMEDIES, AND TERMINATION RIGHTS

10.1 Events of Default

The following events will be deemed events of default (each an "Event of Default") by the Company:

- A. The failure or omission by Company to perform its obligations under this Supplemental 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 Supplemental Contract, failure to perform any of the provisions of this Supplemental 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.

10.2 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 Supplemental Contract and, in accordance with law, Company will remain liable for all payments or other sums due under this Supplemental Contract and for all damages suffered by Authority because of Company's breach of any of the covenants of this Supplemental Contract; or
- B. Treat this Supplemental 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 Supplemental Contract to be terminated, ended, null and void.

No waiver by either Party at any time of any of the terms, conditions, covenants, or agreements of this Supplemental 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 the other Party. 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 Supplemental 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 Supplemental Contract or provided by law. No act or thing done by

Authority or Authority agents or employees during the Term of this Supplemental Contract will be deemed an acceptance of the surrender of this Supplemental Contract, and no acceptance of surrender will be valid unless in writing.

10.3 Company's Remedies

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

In the event it is determined by a court of competent jurisdiction that Authority has wrongfully terminated this Supplemental Contract, such termination shall automatically be deemed a termination for convenience.

10.4 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 Supplemental Contract. Furthermore, unless Authority elects to cancel this Supplemental Contract, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Supplemental Contract.

11. INDEMNIFICATION

11.1 To the maximum extent permitted by Florida law, Company will indemnify, defend and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all third-party liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for reasonable attorney's fees and court costs) alleging:

- A. Gross negligence or willful misconduct; or
- B. Bodily injury or death

by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company.

11.2 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 gross negligence, or willful misconduct of Company and persons employed or utilized by Company in the performance of this Supplemental Contract.

11.3 The above indemnity or defense provisions or any part of the above indemnity or defense provisions shall be limited to the greater of the (i) monetary value of this Supplemental Contract or (ii) \$1,000,000.00.

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

11.5 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.

11.6 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 Supplemental Contract. This indemnification in this paragraph shall survive the termination of this Supplemental 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.

11.7 If the above Articles 11.1 – 11.6 or any part of Articles 11.1 – 11.6 are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

12. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

12.1 Books and Records

In connection with payments to Company under this Supplemental 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 Supplemental Contract. Records include, but are not limited to, books, documents, papers, records, research, and Orders related to this Supplemental Contract. Company will not destroy

any records related to this Supplemental Contract without the express written permission of the Authority.

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

At any time or times during the Term of this Supplemental Contract or within five years after the end of this Supplemental Contract, and upon at least fourteen (14) Days notice, the Authority, or any duly authorized representative of the Authority, has the right to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this Supplemental Contract or over selected operations performed by Company under this Supplemental Contract for the purpose of determining compliance with this Supplemental Contract.

Access will be granted to all of Company's records directly pertinent to this Supplemental Contract or any Order and any subconsultants or subcontractors directly pertinent to this Supplemental Contract or any 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 directly pertinent to this Supplemental Contract requested by Auditors within fourteen (14) Days of the request at the initiation of the engagement and to deliver or provide access to all other records directly pertinent to this Supplemental Contract requested during the engagement within seven (7) Days of each request. Company will be in material breach of this Supplemental Contract if Company fails to provide requested records in accordance with this Article and Company will be responsible for the cost of the audit as determined by the Authority.

Auditors have the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to retain copies of any and all records directly pertinent to this Supplemental Contract 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 at the Federal Reserve Bank of New York (FRBNY) prime rate on the overcharge from the date the overcharge occurred.

Approvals granted outside of the internal audit function for any Services included or not included in this Supplemental 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 of any findings or observations pertaining to this Supplemental Contract from any other audit,

inspection or attestation engagement and will 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 Supplemental Contract.

13. INSURANCE

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

Company agrees the required insurance shall be primary and not contributory to any other valid and collectible insurance the Authority may possess, including any self-insured retention or deductible amount, and that any other insurance shall be considered excess insurance only.

13.1 Required Coverage - Minimum Limits

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services performed pursuant to this Supplemental Contract will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Supplemental Contract.

13.2 Commercial General Liability Insurance

The minimum limits of insurance covering the Services performed pursuant to this Supplemental 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 Supplemental Contract or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Supplemental Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insured coverage shall be provided on 20 10 12 19 and 20 37 12 19, 20 10 07 04 and 20 37 07 04 or 20 10 04 13 & 20 37 04 13.

Supplemental Contract Specific

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

Personal and Advertising Injury Each Occurrence	\$10,000,000
Products and Completed Operations Aggregate	\$10,000,000

13.3 Workers' Compensation and Employer's Liability Insurance

The minimum limits of insurance are:

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

13.4 Business Automobile Liability Insurance

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

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



1

2

3

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13.7 Environmental Insurance (Pollution)

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

Limits of Coverage will be:

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

13.8 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 Supplemental 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.

13.9 Incident Notification

The Company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury, property damage, data breach, security breach, ransomware (data theft), or an extortion threat occurring on Authority-owned property, tenant-owned property or third-party property.

13.10 Customer Claims, Issues, or Complaints

All customer claims, issues, or complaints regarding property damage, bodily injury, data theft, or an extortion threat 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's Enterprise Risk Management Department. 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.

13.11 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 provided upon request

14. COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

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

14.1 Compliance with Regulations. Company (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Supplemental Contract.

14.2 Nondiscrimination. Company, with regard to the work performed by it during this Supplemental Contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability 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 Nondiscrimination Acts and Authorities, 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 Supplemental 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:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- E. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; and
- I. 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.*).

14.3 Solicitation for Subcontracts, including Procurement of Materials and Equipment. 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 will be notified by Company of Company’s obligations under this Supplemental Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

14.4 Information and Reports. Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities 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 the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

14.5 Sanctions for Noncompliance. In the event of Company's noncompliance with the nondiscrimination provisions of this Supplemental Contract, the Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to Company under this Supplemental Contract until Company complies; and/or
- B. Canceling, terminating or suspending this Supplemental Contract, in whole or in part.

14.6 Incorporation of Provisions. Company will include the provisions above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Company will take 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, that if Company becomes involved in or is threatened with litigation with a subcontractor or supplier because of such direction, Company may request Authority to enter into any litigation to protect the interests of Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

15. AUTHORITY APPROVALS

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

16. USE OF ARTIFICIAL INTELLIGENCE

16.1 Authority Data includes all data, drawings, specifications, reports, and any other information provided by the Authority or generated by Authority or Company in the course of providing Services.

16.2 Any use of AI including, but not limited to generative AI, via platforms, tools, and software must be consistent with Authority Policies, Standard Procedures, Rules and Regulations and applicable laws.

16.3 To maintain the security of Authority Data and IT systems, Company is prohibited from attempting to gain access to unapproved AI applications when using Authority Data. To avoid potential data leaks or security incidents, Company is prohibited from inputting, uploading, or otherwise integrating any Authority Data into 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.

16.4 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.

16.5 Company's request for approval to use AI must be submitted in writing and contain the following:

- A. The specific Authority Data to be used;
- B. The purpose and intended use of the AI;
- C. The potential benefits and risks associated with using the AI;
- D. The measures in place to ensure data security and confidentiality;
- E. The mechanisms in place for ensuring compliance with applicable laws including but not limited to data privacy and data protection laws; and
- F. 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.

16.6 Authority shall have sole and absolute discretion to approve or deny the use of AI for any aspect of the Services.

16.7 To maintain the confidentiality of the Authority's data, Company must only share information with approved personnel and must not input Sensitive Security Information (SSI) into AI systems. Company should not input Authority intellectual property into non-approved generative AI applications or enter PII for Authority employees, customers, or other third-parties into any non-approved AI application. Company should contact the Vice President of Information Technology Services if it is unsure whether it should input certain information.

16.8 Company must implement robust security measures to protect the Authority's Data 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.

16.9 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. At a minimum, a footnote stating “This content generated with the assistance of AI” should exist on any document or work product created with the assistance of AI. Company should clearly attribute any output to the AI application that created the output through a footnote or other means visible to any reader or user. Company should also maintain a record of AI use that can be shared with authorized Authority personnel upon request. The Company will provide the Authority with regular reports detailing any use of AI involving Authority Data including any incidents of unauthorized access or breaches. Company must be able to demonstrate that AI has controlled bias and third-party infringement mitigation in place.

16.10 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.

16.11 Company is fully liable for any damages arising out of use of AI and Authority Data.

16.12 Upon termination of this Supplemental Contract, Company agrees to return all Authority Data to the Authority and securely destroy any copies in its possession, including those stored in any AI or other databases.

16.13 Company shall ensure that all uses of AI adhere to recognized ethical standards guidance, such as the IEEE Global Initiative on Ethics of Autonomous and Intelligent Systems. Company will promote fairness, transparency, and accountability while avoiding bias and discrimination in AI applications.

17. CONDUCT

17.1 Company shall supply all the resources, labor and supervision, management, Services, equipment, materials, drawings, technical data, technical assistance, inspection and quality assurance procedures and planning necessary to provide the Deliverables in accordance with the Order or as otherwise required. Without limiting the generality of the foregoing, the Company will specifically be responsible to provide, at its sole expense:

- A. access to an appropriate computer platform for the purposes of providing the Deliverables, if required; and
- B. all resources, components or things otherwise required or desirable for the Company to complete the Deliverables.

17.2 If required, Company may have certain limited access to Authority IT Infrastructure but only if Company obtains the prior written permission of Authority and complies with any restrictions or prohibitions or any other terms and conditions which are set out by Authority.

The Company shall:

- A. perform all of its obligations hereunder in a diligent, professional, and efficient manner;
- B. apply, as a minimum, such quality assurance tests, inspections, and controls as are normally applied by reputable contractors in providing similar Deliverables; and
- C. ensure that work and Services performed under this Supplemental Contract will be of good quality; (b) that all equipment will be new unless otherwise required or permitted by this Supplemental Contract; and (c) that the work and Services will conform to the requirements of this Supplemental Contract.

17.3 Company shall provide, at its sole expense, reports on the status or progress in providing the Deliverables, and such other reports as may reasonably be required by Authority.

17.4 Company specifically warrants, and it is a condition of this Supplemental Contract, that in providing the Deliverables (including any Deliverables provided by any subcontractors), Company shall, and shall ensure that any subcontractor:

- A. abide by all of the security practices and directions provided by Authority; and
- B. provide an adequate level of protection and security for the data, databases, computer programs, and resources of Authority and others as provided or made available to Company consistent with industry norms and standards as of the time of Services.

18. DELIVERABLES

18.1 Company shall be fully responsible for the supply, delivery, installation, integration, and implementation of the Deliverables in accordance with the Order or as otherwise required, including, without limitation:

- A. assistance in implementation planning and preparation for installation;
- B. supply, delivery, installation and testing of the Software and/or System;
- C. testing and quality assurance of all aspects of the Software and all Improvements, and otherwise ensuring the Deliverables are ready for use by Authority in accordance with the Functional Specifications;
- D. supply and delivery of sufficient and accurate technical and user Documentation as required under this Supplemental Contract;
- E. assistance with any and all standard manufacturer's warranties. The manufacturer's warranties referenced herein shall be in addition to any contractual remedies set forth in this Supplemental Contract; and

- F. Providing necessary warranty, maintenance and support Services (including Improvements) consistent with the warranty required in Quality Assurance section of this Supplemental Contract.

19. INSTALLATION AND DOCUMENTATION

19.1 Company shall install all of the components of the System in accordance with the Order, and shall deliver to Authority copies of all Documentation, including operating manuals, training aids, user guides and System administration documentation as well as technical reference materials describing the operation as may be included with such Original Equipment Manufacturer (OEM) products.

19.2 Authority shall have the right to reproduce all Documentation supplied by the Company under this Supplemental Contract, including but not restricted to the System and the Documentation, provided that such reproductions shall be solely for use by Authority or any other member of the Authority and its representatives, that such reproductions shall be subject to the same restrictions on use and disclosure as are contained in this Agreement with respect to the original Documentation, and that any copyright notices or markings contained on such Documentation shall not be removed from any reproduced copies.

20. INSPECTION OF DELIVERABLES

20.1 Upon installation of the Deliverables by Company, Authority and Company shall subject the Deliverables to diagnostic testing to verify that the Deliverables meet the Functional Specifications.

20.2 If the testing confirms that the Deliverables meet the Functional Specifications, Authority shall notify Company in writing that the Deliverables have been successfully installed. If the Deliverables do not meet the Functional Specifications, Authority shall notify the vendor of such failure, specifying the problems encountered. Upon Authority's notice, Company shall conduct a retest within a five (5) business day period. If upon retesting the Deliverables do not meet the Functional Specifications Company shall, within ten (10) business days, correct all problems and shall notify Authority of completion of the corrections, following which the test procedure set out in this Section shall be performed again.

20.3 If the Deliverables do not meet the Functional Specifications, Authority shall have the option of:

- A. notifying Company of the failure and requiring Company to correct the problem, in which case the provisions of this Section shall apply again; or
- B. terminating this Supplemental Contract or Order and requiring Company to promptly refund all amounts paid by Authority related to the non-conforming Services only.

20.4 Company's Services in correcting problems, if any, specific to the installation test criteria shall be provided free of charge to Authority.

21. SCOPE OF LICENSE

21.1 The license granted to Authority under this Supplemental Contract includes the right to permit any member of Authority to use and access the Deliverables at no additional cost, provided that only the licensed number of copies of the Software be used at any one time. For greater certainty, the Software may be used on any computer systems of Authority in this regard and may be used to perform processing for any or all Authority members.

21.2 Company agrees to such warranties as are included above in the Section titled Quality Assurance.

22. TRADEMARKS AND PROPRIETARY NOTICES

22.1 The Parties expressly reserve all rights to their own tradenames, logos, trademarks, other identifying symbols and all of their proprietary rights in their product packaging or labeling of any Software. Neither Party shall acquire any right, title or interest in or to any such tradename, logo, trademark, or other identifying symbols of the other Party.

22.2 Authority shall ensure that all proprietary and copyright notices of Company on the Software are in place and left intact at all times and are placed in such location or locations as the Company may reasonably advise in relation to the Software.

23. TEMPORARY TRANSFER OF SOFTWARE

All computer programs whose use is limited under this Supplemental Contract may be temporarily installed on other computer hardware or equipment for reasonable periods of time when any of the Authority's computer systems or locations are non-operational for any reason whatsoever, subject to all other terms and conditions of this Supplemental Contract.

Subject to this Article and except as otherwise provided hereunder, at no time will any computer program whose use is limited under this Supplemental Contract be running concurrently on more than the number of designated computer systems specified in this Supplemental Contract.

Should any transfer contemplated in this Article require a different version of any computer program in order for it to be compatible with a different computer system, hardware or operating system, Company shall provide a limited term license of an appropriate version, if existing and available from Company, without payment of additional license fees by Authority.

24. WARRANTIES

24.1 Company IP and Third-Party IP. Company represents and warrants that it owns, or is authorized to use, all Company IP and Company-provided third-party IP.

24.2 Accessibility and Security Requirements. The Software shall be accessible across segmented networks via standard web browsers utilizing HTTPS/SSL for secure communication. Additionally, the Software will support Okta Single Sign-On (SSO) to facilitate seamless user authentication and access management. The Company warrants that all necessary configurations and integrations will be implemented to ensure compliance with these accessibility and security requirements.

24.3 Resale of Hardware and Software. If Company resells to Authority any hardware or Software that Company purchased from a third-party, Company, to the extent it is legally able to do so, must pass through any such third-party warranties to Authority and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Company from its warranty obligations set forth in this Supplemental Contract.

24.4 Export Laws. Company will comply with all laws governing the export of IP.

25. INTELLECTUAL PROPERTY

25.1 Authority IP

Authority retains all right, title and interest in and to all Authority IP. Company will not be permitted to use any of the Authority's IP for the benefit of any entities other than the Authority. Upon expiration or termination of this Supplemental Contract, Company must cease all use of Authority IP and must return all Authority IP to the Authority.

25.2 Residual Knowledge

Nothing contained in this Supplemental Contract will restrict either Party from the use of any ideas, concepts, know-how, or techniques relating to the Services which either Party, individually or jointly, develops or discloses under this Supplemental Contract, provided that in doing so (a) such information is solely retained in the unaided memory of the Parties employees performing or using such Services, (b) the Party does not breach its respective obligations relating to confidentiality and non-disclosure, and (c) such use does not infringe the IP rights of others or third-parties who have licensed or provided materials to others. Except for the license rights contained under this Section, neither this Supplemental Contract nor any disclosure made hereunder grants any license to either Party of the IP rights of the other Party.

25.3 Software Licenses

This Supplemental Contract contains all terms and conditions relating to all licenses in Company provided Software and Company IP. Except as explicitly set forth elsewhere in this Supplemental Contract, all licenses that Company grants in Company provided Software include: (a) the right of use by third-party contractors for the benefit of Authority, (b) the right to make backup copies,

and (c) the right to reasonably approve the procedures by which Company may audit the use of license entitlements.

26. DATA SECURITY

26.1 Authority Data

- A. Company will not attempt to access, and will not allow its Personnel access to, Authority Data or third-party data that is not required for the performance of the Services under this Supplemental Contract by such Personnel.
- B. Company must notify the Authority in advance of engaging any subcontractors that will have access to Authority Data and provide details about subcontractor's data security practices.
- C. 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.
- D. Company is obligated to maintain the confidentiality, availability, and integrity of all Authority Data in connection with the performance of the Services. Company must implement strict access controls to ensure that only authorized Personnel have access to Authority Data, including requirements for user authentication, role-based access control, and regular access reviews.
- E. Without limiting Company's other obligations under this Supplemental Contract, Company must implement or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies intended to protect all Authority Data; provided that Company must, at a minimum, encrypt all PII in-transit, in use, and at-rest.
- F. Company must perform all Services using security technologies and techniques in accordance with TSA guidelines as of the time of such Services.
- G. 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 Authority's security policies, procedures, and other requirements. Company must not deviate from this encryption requirement without advance written Authority approval.
- H. Company must provide to Authority, without charge, the timely application of any Improvements to Software required for Services that are available to third-parties as long as the Authority has an active subscription. Software Improvements must include,

but not be limited to, new version releases and operating system patching, as well as bug fixes.

- I. Company understands and acknowledges that, to the extent that performance of its obligations under this Supplemental Contract involves or necessitates the processing of PII, Company will act only on instructions and directions from Authority.
- J. If Authority is required to provide or rectify information regarding an individual's PII, 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.
- K. Company must implement procedures to minimize the collection of PII.

26.2 No Malware/Surreptitious Code

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

26.3 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.

Company shall implement and maintain administrative, technical, and physical safeguards that meet or exceed industry standards and applicable data protection laws to ensure the confidentiality, integrity, and availability of SSI. Company shall promptly notify Authority of any actual or suspected unauthorized access, disclosure of, or other incident involving SSI, and shall cooperate fully in any related investigation or remedial action.

Authority remains responsible for ensuring that its Processing activities comply with data protection laws and Authority's own privacy policies, except where Company fails to follow Authority's written instructions or otherwise violates this Supplemental Contract.

26.4 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. Company shall conduct annual penetration testing of all Systems identified as high risk, high value, or requiring additional scrutiny. Such tests will be performed by qualified third-party experts, and the findings shall be reported to the Authority upon request. The foregoing paragraph shall only apply as to those Company systems that host, contain, or allow access to Authority Data.

26.5 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 Data Breach or potential Data Breach of security relating to Authority Data or third-party data, Company will promptly, (a) Notify Authority of such breach or potential Data Breach no later than twenty-four (24) hours following discovery; and (b) If the applicable Authority Data or third-party data was in the possession of Company at the time of such Data Breach or potential breach, Company will investigate and cure the Data Breach or potential breach.

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

26.6 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 requests by the Authority and, to the extent caused by Company's negligent acts or omissions, is solely responsible for:

- A. investigating and resolving any data privacy or security issues;
- B. upon request, providing Authority with an 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.

Unless Company is required to make such disclosures by law, 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.

26.7 Incident Response Costs

In the event of a Data Breach attributable to a negligent 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.

26.8 Global Positioning System (GPS)

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

27. EXIT ASSISTANCE

27.1 Removal of Company Materials

Company is responsible, at its own expense, for de-installation and removal from Authority facilities of any equipment owned or leased by Company that is not being transferred to Authority under this Supplemental Contract, subject to the Authority's reasonable procedures and in a manner that minimizes adverse impacts to Authority.

27.2 Transition Assistance

In the event of expiration or termination of this Supplemental Contract or award and transition to a new contract, Company will cooperate fully with Authority to ensure an effective and efficient transition of Services. Company acknowledges its responsibility to continuously perform the Services and maintain the same level of Services during the Transition Period. The terms of this Supplemental Contract shall govern Company's and Authority's rights and obligations during such Transition Period. Company and Authority will negotiate in good faith to establish the relative roles and responsibilities of Company and Authority in effecting such transition, as well as the appropriate date for completion of the transition. Company shall be entitled to receive compensation at its standard rates of pay, unless otherwise agreed to, for any continued or additional consultation, Services, Software, or support required for transition. Transition services will be mutually agreed upon via an executed Order.

28. SYSTEM AND ORGANIZATION CONTROL 2

Authority is committed to ensuring the security, privacy, confidentiality, processing integrity, and availability of systems and data supporting the Authority. At contract inception and at least annually thereafter, Company must provide a System and Organization Control 2 Type 2 (SOC 2 Type 2) report, or equivalent as determined by the Authority, prepared by a qualified, licensed, and independent CPA firm or agency accredited by the American Institute of Certified Public

Accountants (AICPA). If the Company SOC 2 Type 2 report covers less than twelve (12) months, Company will provide a bridge letter to the Authority stating whether processes or controls have changed since the end of the SOC 2 Type 2 coverage period. There may be no limitation on the scope of the engagement that would preclude the auditor from expressing an unqualified opinion on compliance with the applicable Trust Services Criteria.

All third-parties (including but not limited to affiliates, subcontractors, suppliers, and sub-consultants) meeting any aspect of the criteria below must provide a SOC 2 Type 2 report, or equivalent as determined by Authority, before storing, processing, or handling Authority systems and/or data. SOC2 reports and bridging letters should be emailed to SOC2@TampaAirport.com. In-scope third-parties include:

- Third-parties offering Authority a hosted solution of any kind, whether contained within a private or public cloud infrastructure.
- Third-parties who will receive Authority data via manual or automated data feeds.
- Third-parties processing any transactions on behalf of Authority including, but not limited to, credit card transactions, billing transactions, or payroll transactions.
- Third-parties who store Authority data. This does not include email communication exchanged in the course of standard business. Data storage applies to any of the items above, and any time the third-party maintains the data for any extended period.

Note that information contained in the SOC 2 Type 2 report may be confidential and such confidential information will not be disclosed to the public under Section 119.0725, Florida Statutes. It is unlikely that the entire SOC 2 Type 2 report is confidential. It is incumbent upon the Company to identify any confidential information it reasonably believes is contained in the SOC 2 Type 2 report. The Authority will endeavor to not disclose any such designated information, unless in the Authority's sole judgment, Company did not reasonably designate the confidential information or unless required by applicable law or court order.

29. ACCEPTANCE AND TEST PLAN

Company will coordinate with Authority to outline acceptance criteria and to develop a test plan to verify the System is functioning to the acceptance criteria. The mutually agreed upon acceptance criteria will be effective by the issuance of a written letter to Company by the Vice President of Information Technology Services or designee and will not require a formal amendment to this Supplemental Contract. The acceptance criteria must be specific, measurable, achievable, relevant, and time-bound and should cover all functional and non-functional requirements, including performance, security, usability, and compliance standards. In the event that any defects or issues are identified during testing, the Company shall promptly remediate such defects at no additional cost to the Authority and re-test the affected functionality to ensure compliance with the acceptance criteria.

30. FUTURE FUNCTIONALITY

30.1 From time-to-time Company may provide Improvements to the System upon Authority's request.

30.2 Improvements include updates, Upgrades, variations, alterations, Error Corrections, functional changes or other changes to the System, for the purposes of, without limitation:

- A. Improving System efficiency and functionality;
- B. Improving operational integrity and efficiency
- C. Supporting legislated, regulatory, security or other lawful requirements;
- D. Correcting Errors; and
- E. Implement additional licensed Software.

31. FOREIGN COUNTRY OF CONCERN

In order to ensure the security and privacy of PII associated with this Supplemental Contract, Company must complete Exhibit D, Affidavit for FCC Collecting PII Form. Exhibit D serves to affirm Company's compliance with applicable regulations and requires the Company to declare its relationship to any Foreign Country of Concern, as defined under Rule 60A-1.020, F.A.C.

32. VPN ACCESS

32.1 Background Check Requirement

The Company agrees to conduct background checks, as set out below, on all employees, contractors, and subcontractors who will have access to Authority IT infrastructure, whether directly or remotely. These background checks must be completed prior to granting such access and must be updated annually thereafter.

32.2 Scope of Background Checks

The background checks must include, at a minimum:

- A. Verification of identity;
- B. Criminal history checks using the guidelines required in 49 CFR 1542, Airport Security;
- C. Employment history verification; and
- D. Education and qualification verification

32.3 Certification of Compliance

The Company shall provide the Authority a written certification on an annual basis, upon request, signed by an officer duly authorized to sign on behalf of the Company, verifying compliance with the background check requirements outlined in this Supplemental Contract. The certification must confirm that all Personnel with access to the Authority's IT Infrastructure have passed the background checks and do not have any disqualifying offenses, as stated in 49 CFR 1542.

32.4 Right to Audit

The Authority reserves the right to audit the Company's background check processes and records to ensure compliance with this Supplemental Contract. Such audits may be conducted upon reasonable notice and during Authority business hours.

32.5 Immediate Termination

The Authority reserves the right to immediately terminate access to Authority IT Infrastructure for any Company Personnel who are found to have disqualifying offenses, as stated in 49 CFR 1542, or if the Company fails to comply with these background check requirements.

33. DISPUTE RESOLUTION

33.1 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 Supplemental Contract, payment of money, extension of time, or other relief with respect to the terms of this Supplemental Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Supplemental 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 Supplemental Contract time is due to Company for work not clearly provided for in this Supplemental Contract, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Supplemental 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 thirty (30) 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 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 Supplemental Contract and maintain effective progress to complete the work within the time(s) set forth in this Supplemental Contract.
- F. The making of final payment for this Supplemental Contract may constitute a waiver of all claims by Authority except those arising from:

- i. Claims, security interests or encumbrances arising out of this Supplemental Contract and unsettled;
- ii. Failure of the work to comply with the requirements of this Supplemental Contract;
- iii. Terms of special warranties required by this Supplemental Contract; and
- iv. Latent defects.

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

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

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

- B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a

condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.

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

34. WAIVER OF CLAIMS

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

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER CONVERGINT OR THE AUTHORITY BE LIABLE UNDER OR IN CONNECTION WITH THIS SUPPLEMENTAL CONTRACT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY.

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CONVERGINT ARISING OUT OF OR RELATED TO THIS SUPPLEMENTAL CONTRACT EXCEED 100% OF THE FEES UNDER THIS SUPPLEMENTAL CONTRACT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY.

35. 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.

36. 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 SUPPLEMENTAL 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:

36.1 Keep and maintain public records required by the Authority in order to perform the Services contemplated by this Supplemental Contract.

36.2 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.

36.3 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 Supplemental Contract and following completion of the Term of this Supplemental Contract.

36.4 Upon completion of the Term of this Supplemental 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.

36.5 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.

37. CONTRACT MADE IN FLORIDA

This Supplemental 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 Supplemental Contract are expressly set forth herein and this Supplemental Contract can only be amended in writing and agreed to by both Parties.

38. 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

5411 SKYCENTER DRIVE
SUITE 500
TAMPA, FLORIDA 33607-1470
ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:

CONVERGINT TECHNOLOGIES LLC
LEGAL DEPARTMENT
2000 CENTER DR SUITE #A315,
HOFFMAN ESTATES, IL 60192 AND BY
EMAIL AT
LEGAL.NOTICES@CONVERGINT.COM

OR (HAND DELIVERY)
LEGAL DEPARTMENT
2000 CENTER DR SUITE #A315,
HOFFMAN ESTATES, IL 60192

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. Company will notify Authority in writing within 10 Days following any change in Company's name, Company's address and/or Company's representative, indicated above.

39. SUBORDINATION OF SUPPLEMENTAL CONTRACT

It is mutually understood and agreed that this Supplemental 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 Supplemental Contract will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

40. SUBORDINATION TO TRUST AGREEMENT

This Supplemental 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 Supplemental 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.

41. ASSIGNMENT AND SUBCONTRACTING

Company will not assign, subcontract, sublease, or license this Supplemental 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 Supplemental Contract.

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

42. 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 Supplemental 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.

43. EMPLOYEE PARKING

Nothing in this Supplemental Contract shall be deemed to require Authority to provide parking to Company's personnel. Authority may provide parking accommodations to Company's personnel in common with employees of other concessionaires and users of the Airport subject to the payment of reasonable charges therefor as may be established from time to time by Authority. In such event, Company's personnel shall be required to park within the designated areas.

44. APPLICABLE LAW AND VENUE

This Supplemental Contract will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Supplemental 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 Supplemental Contract or any part hereof, or by any judgment or award in any suit or proceeding declaring this Supplemental Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

45. SCRUTINIZED COMPANIES

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

This Supplemental 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), has been placed on the Scrutinized Companies with Activities in Sudan List, has been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to Florida Statute Section 215.743 relating to scrutinized active business operations in Iran.

46. ANTI-HUMAN TRAFFICKING LAWS

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

This Supplemental Contract will be terminated in accordance with Florida Statute Section 787.06 (14) 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 (14).

47. RELATIONSHIP OF PARTIES

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

48. 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 Supplemental 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 Supplemental Contract as may be reasonably required to obtain such funds. Company may choose to terminate this Supplemental Contract without penalty if such additional or changed terms would materially alter this Supplemental Contract as determined by the Parties.

49. NON-DISCLOSURE

Subject to applicable laws, all written and oral information and materials disclosed or provided by Authority to Company under this Supplemental Contract will not be disclosed by Company, whether or not provided before or after the date of this Supplemental Contract.

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

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

Company may not attempt to or permit access to any Authority information by any unauthorized individual or entity. Company must provide its Personnel only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are

responsible. Company will, upon request from Authority, provide Authority with an updated list of those individuals having access to Authority Data and the level of such access.

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

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

In the event that the Authority receives a public records request related to this Supplemental Contract, the Authority will endeavor to provide notice of such request in order that Company may seek an injunction against the release of any records requested if the Company so chooses.

50. WAIVERS

No waiver by either Party at any time of any of the terms, conditions, covenants, or agreements of this Supplemental 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 Supplemental Contract herein contained, nor of the strict and prompt performance thereof by the other Party. No delay, failure or omission of either Party 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 either Party 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 either Party by this Supplemental 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 either Party will not impair its rights to any other right, power, option or remedy.

51. 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 Supplemental Contract by his or her signature thereto.

52. 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.

53. 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.

54. FAA APPROVAL

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

55. 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 Supplemental 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 Supplemental 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.

56. INVALIDITY OF CLAUSES

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

57. SEVERABILITY

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

58. 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 Supplemental Contract. If for any reason there is a conflict between content and headings, the content will control.

59. PUBLIC ENTITY CRIME

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

60. 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 Supplemental 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 Supplemental Contract.

61. 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 Supplemental Contract:

- A. a change in the Scope of Services, if any;
- B. a change of the Supplemental Contract amount, fees, hourly rates or other costs, if any;
- C. a change of the basis of payment, if any;
- D. a change in Supplemental Contract time, if any.

61.1 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 Supplemental Contract Documents, and Company will proceed promptly, unless otherwise provided in the change order, amendment or other written instrument.

61.2 Right to Carry Out the Services

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

62. COMPLETE CONTRACT

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

[Remainder of Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this 7th day of May, 2026.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST:

Jane Castor, Secretary

BY:

Arthur F. Diehl III, Chairman

Address: PO Box 22287
Tampa, FL 33622

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

WITNESS:

Signature

BY:

David Scott Knight, Assistant General Counsel

Printed Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online authorization, this ____ day of May, 2026, 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

CONVERGINT TECHNOLOGIES LLC

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

CONVERGINT TECHNOLOGIES LLC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, 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



**Enterprise Alternate Contract Source (ACS)
No. 72101509-25-NASPO-ACS
For
Security and Fire Protection Services**

This Enterprise Alternate Contract Source No. **72101509-25-NASPO-ACS Security and Fire Protection Services** ("Term Contract"), is between the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, FL 32399; and **Convergint Technologies LLC** ("Contractor"), located at 1 Commerce Drive, Schaumburg, IL 60173; collectively referred to herein as the "Parties."

WHEREAS, section 287.042(16), Florida Statutes (F.S.) authorizes the Department to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services;

WHEREAS, the Lead State of Nevada through NASPO ValuePoint, competitively procured Security and Fire Protection Services and executed contract No. 99SWC-NV23-16262, Security and Fire Protection Services ("Master Contract"), with the Contractor; and

WHEREAS, pursuant to section 287.042(16), F.S., the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract became effective on May 5, 2023, and its term currently ends on July 31, 2028. The Master Contract has 4 years of renewals available. This Term Contract will become effective on July 1, 2025 or on the date signed by all Parties, whichever is later. This Term Contract will expire on July 31, 2028 unless terminated earlier or renewed in accordance with the Exhibit B, Enterprise Standard Terms and Conditions.

2. Order of Precedence.

This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. This contract document, Exhibits A and B constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated into this Term Contract by reference herein. In the event of a conflict, the following order of precedence shall apply:

**Enterprise Alternate Contract Source (ACS)
No. 72101509-25-NASPO-ACS
For
Security and Fire Protection Services**

- a) This contract document
- b) Exhibit A, Additional Terms and Conditions to the Enterprise Contract
- c) Exhibit B, Enterprise Standard Terms and Conditions
- d) Exhibit C, Master Contract (including any amendments to the Master Contract made prior to the effective date of this Term Contract and any subsequent amendments to the Master Contract that are added to this Term Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Term Contract, agencies, as defined in section 287.012, F.S., may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

4. Primary Contacts.

Department's Contract Manager:

Stoney Lindsey
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 410-0978
Email: Stoney.Lindsey@dms.fl.gov

Contractor's Contract Manager:

Veronica Miglin
Convergint Technologies LLC
1 Commerce Drive
Schaumburg, IL 60173
Telephone: (207) 239-2903
Email: veronica.miglin@convergint.com

Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

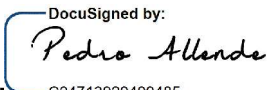
Enterprise Alternate Contract Source (ACS)
No. 72101509-25-NASPO-ACS
For
Security and Fire Protection Services

5. Modifications.

Unless otherwise stated in the Term Contract, any amendments to this Term Contract must be in accordance with Exhibit B, Enterprise Standard Terms and Conditions. If amendments are made to the Master Contract after the effective date of this Term Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Term Contract, enter into a written amendment with the Department in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

IN WITNESS THEREOF, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized officials.

State of Florida:
Department of Management Services

By:  DocuSigned by:
C94713929499485...

Name: Pedro Allende
Title: Secretary
Date: 8/19/2025 | 10:27 AM EDT

Contractor:
Convergent Technologies LLC

By:  Signed by:
E0F742479579420...

Name: Vincent Piau
Title: Vice President, Public Sector
Date: 8/18/2025 | 11:05 AM EDT



EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS TO THE ENTERPRISE CONTRACT

The following subsections are added to the Enterprise Standard Terms and Conditions:

SECTION 18: PUNCHOUT CATALOG AND ELECTRONIC INVOICING.

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a state Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system

marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Term Contract.

SECTION 19: FINANCIAL CONSEQUENCES

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 th calendar day after the close of each month	\$100 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

Exhibit B



ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

“Attachments” means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

“Business Days” means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes (“F.S.”).

“Contractor” means the person or entity that is a party to the Term Contract and is offering Products for purchase.

“Customer” means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code (“F.A.C.”), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

“Department” means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

“Enterprise Alternate Contract Source” means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

“Product” means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. “Product” does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (“DEI”). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

“State” means the State of Florida

“State Term Contract” means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

“Term Contract” means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto. The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 Amendment. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "\$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 Notices. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department's Contract Manager and the Department shall deliver all notices to the Contractor's Contract Manager.

3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 Suspension of Work and Termination.

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

- 4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

- 4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- 4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

- 4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

- 5.1 Purchases.** By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.
- 5.2 Purchase Submission.** For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.
- 5.3 Terms.** The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here <http://www.flrules.org/Gateway/reference.asp?No=Ref-16731>, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.
- 5.3.1 Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

- 5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

- 6.1 **Pricing.** The Contractor shall not exceed the pricing set forth in the Term Contract documents.

- 6.2 **Best Pricing Offer.** During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

- 6.3 **Price Decreases.** The following price decrease terms will apply to the Term Contract:

- 6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

- 6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

- 6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

- 6.4 **Purchase Prerequisites.** The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

- 6.5 Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.
- 6.6 Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

- 7.1 Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

- 7.2 Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contract, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

7.3 Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 Employees, Subcontractors, and Agents.

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: [Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services \(myflorida.com\)](https://myflorida.com/procurement/forms/vendor-resources). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
 Department's Name
 Department's Physical Address
 Department's Telephone #
 Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
 Contractor's Name
 Contractor's Physical Address
 Contractor's Telephone #
 Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

- (a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.
- (b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

- (c) **Mediation.** If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

- 10.3 Contractor's Obligation to Perform While Disputes are Pending.** The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

- 10.4 Governing Law and Venue.** The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

- 10.5 Remedies Cumulative.** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

- 10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.**

- 10.7 Indemnification.** For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

- 11.1 Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.
- 11.2 Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
- 11.3 Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

- 12.1 General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.
- 12.2 Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of “public record.” As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law (“Confidential Information”), the Contractor shall mark as “confidential” each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as “confidential,” or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record “confidential” and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as “confidential” are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as “confidential” but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor-redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as “confidential” (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor’s sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as “confidential” or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys’ fees, at both the trial and appellate levels, arising from or relating to the Contractor’s determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor’s redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney’s fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney’s fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor’s Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

- i. Keep and maintain public records required by the Department to perform the service.
- ii. Upon request from the Department's custodian of public records, provide the Department 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, F.S., or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.
- iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

- 12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.
- 12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.
- 12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

- 14.1 **Performance Standards.** The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 Term Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: [Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 Ad Hoc Sales Reports. The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 Business Review Meetings. Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 Inspection Compliance. The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

- 17.1 Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.
- 17.2 Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

STATE OF NEVADA COOPERATIVE CONTRACT

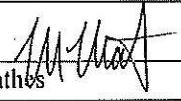
Nevada Contract Number:	99SWC- NV23- 16262
Master Agreement Number:	99SWC- NV23- 16262
Solicitation Number:	99SWC-S1820 (NASPO ValuePoint, Nevada)
Title:	Security and Fire Protection Services (NASPO ValuePoint, Nevada)

Government Entity:	State of Nevada, Department of Administration, Purchasing Division		
Address:	515 E Musser St, Ste 300		
City, State, Zip Code:	Carson City, NV 89701		
Contact:	Nancy Feser		
Phone:	775-684-1075	Email:	nfeser@admin.nv.gov

Contractor:	Convergint Technologies LLC		
Address:	One Commerce Drive		
City, State, Zip Code:	Schaumburg, Illinois 60173		
Contact:	~~Katelyn Wheeler~~	Vincent Piau	vincent.piau@convergint.com
Phone:	~~443-433-6845~~	301-641-9616	Email ~~Katelyn.wheeler@convergint.com~~

1. **SCOPE.** This purpose of this contract is to provide Security and Fire Protection Services as needed, in accordance with each participating addendum executed under this master agreement.
2. **TERM.** Effective Date: Upon execution, Termination Date: 07/31/2028 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): two (2) option periods of (2) years each.
3. **ATTACHMENTS**
 - 3.1. The following documents are incorporated in descending order of constructive precedence.
 - A. NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS
 - B. VENDOR COST PROPOSAL 99SWC-VQ13557
 - C. INSURANCE SCHEDULE
 - D. SOLICITATION 99SWC-S1820
 - E. VENDOR PROPOSAL 99SWC-VQ13557
 - 3.2. The following documents are incorporated by reference but not attached.
 - A. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
4. **AUTHORITY.** Each person signing represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery and the performance of each party's obligations hereunder have been duly authorized, and this is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 2 above.

Government Entity: State of Nevada	Contractor: Convergint Technologies
Signature: 	Signature: 
Name: Gideon K. Davis	Name: Mike Mathes
Title: Administrator	Title: President, Global Growth
Date: 5/5/23	Date: May 2, 2023

ATTACHMENT A
NASPO VALUEPOINT MASTER AGREEMENT
TERMS AND CONDIDITIONS



ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement

and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for five (5) years. The term of this Master Agreement may be amended beyond the initial term for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering

document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but

not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- 5.2 Administrative Fees**
- 5.2.1 NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
- 5.2.2 State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU

for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.6 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.7 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
 - 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least (**Enter the Number of Days**) days prior to the effective date.
 - 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
 - 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
- 7.6.2** A shipping address and other delivery requirements, if any;
- 7.6.3** A billing address;
- 7.6.4** Purchasing Entity contact information;

- 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6** A not-to-exceed total for the products or services being ordered; and
 - 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
 - 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming

aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets

the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** At minimum, the Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. This warranty shall be in addition to any warranty provided for or required elsewhere in this Master Agreement.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be

inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

11.1 Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

11.2 Embedded Software. Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs

arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal

certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire

information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
- 14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.
- 14.2.3 Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- 14.2.4 Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 14.2.5 NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to

disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration

and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:

- 14.8.1.1** Nonperformance of contractual requirements;
- 14.8.1.2** A material breach of any term or condition of this Master Agreement;
- 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
- 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- 14.8.1.5** Any default specified in another section of this Master Agreement.

- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this

Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- 14.8.3.1** Any remedy provided by law;
- 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
- 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
- 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
- 14.8.3.5** Suspension of Contractor's performance; and
- 14.8.3.6** Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This

certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

- 14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a

party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

- 14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
- 14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

VENDOR COST PROPOSAL 99SWC-VQ13596

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Convergint Technologies LLC

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

Nationwide

5. FIRE DETECTION - FIRE ALARM SYSTEMS (CATEGORY 5)

5.1.	FIRE DETECTION - FIRE ALARM SYSTEMS	Unit	Rate
5.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 256.77
5.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 141.94
5.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 212.92
5.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 212.92
5.1.5.	Repair - Telephone Support	Per Hour	\$ -
5.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 256.77
5.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 171.18
5.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 256.77
5.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 256.77
5.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
5.1.11.	Monitoring/Maintenance - Option B	% of system cost	15.00%
5.1.12.	Materials Mark-up	% of contractor cost	40.00%
5.1.13.	Subcontractor Mark-up	% of subcontractor cost	40.00%
5.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
5.2.1.	Administrator - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 90.00
5.2.2.	Engineer - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 174.00
5.2.3.	Project Manager - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 174.00
5.2.4.	Professional Services - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 239.00
5.2.5.	State Certified Specialist - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 212.00
5.2.6.	Security Subject Matter Expert - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 245.00
5.2.7.		Per Hour	\$ -
5.2.8.		Per Hour	\$ -
5.2.9.		Per Hour	\$ -
5.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Convergint Technologies LLC

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

Nationwide

12. ACCESS CONTROL SYSTEMS (CATEGORY 12)

12.1.	ACCESS CONTROL SYSTEMS	Unit	Rate
12.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 256.77
12.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 141.94
12.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 212.92
12.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 212.92
12.1.5.	Repair - Telephone Support	Per Hour	\$ -
12.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 256.77
12.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 171.18
12.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 256.77
12.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 256.77
12.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
12.1.11.	Monitoring/Maintenance - Option B	% of system cost	15.00%
12.1.12.	Materials Mark-up	% of contractor cost	40.00%
12.1.13.	Subcontractor Mark-up	% of subcontractor cost	40.00%
12.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
12.2.1.	Administrator - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 90.00
12.2.2.	Engineer - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 174.00
12.2.3.	Project Manager - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 174.00
12.2.4.	Professional Services - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 239.00
12.2.5.	State Certified Specialist - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 212.00
12.2.6.	Security Subject Matter Expert - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 245.00
12.2.7.		Per Hour	\$ -
12.2.8.		Per Hour	\$ -
12.2.9.		Per Hour	\$ -
12.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Convergint Technologies LLC

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

Nationwide

13. BURGLAR ALARM SYSTEMS (CATEGORY 13)

13.1.	BURGLAR ALARM SYSTEMS	Unit	Rate
13.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 256.77
13.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 141.94
13.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 212.92
13.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 212.92
13.1.5.	Repair - Telephone Support	Per Hour	\$ -
13.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 256.77
13.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 171.18
13.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 256.77
13.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 256.77
13.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
13.1.11.	Monitoring/Maintenance - Option B	% of system cost	15.00%
13.1.12.	Materials Mark-up	% of contractor cost	40.00%
13.1.13.	Subcontractor Mark-up	% of subcontractor cost	40.00%
13.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
13.2.1.	Administrator - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 90.00
13.2.2.	Engineer - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 174.00
13.2.3.	Project Manager - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 174.00
13.2.4.	Professional Services - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 239.00
13.2.5.	State Certified Specialist - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 212.00
13.2.6.	Security Subject Matter Expert - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 245.00
13.2.7.		Per Hour	\$ -
13.2.8.		Per Hour	\$ -
13.2.9.		Per Hour	\$ -
13.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Convergint Technologies LLC

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

Nationwide

14. SURVEILLANCE SERVICES AND EQUIPMENT (CATEGORY 14)

14.1.	SURVEILLANCE SERVICES AND EQUIPMENT	Unit	Rate
14.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 256.77
14.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 141.94
14.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 212.92
14.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 212.92
14.1.5.	Repair - Telephone Support	Per Hour	\$ -
14.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 256.77
14.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 171.18
14.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 256.77
14.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 256.77
14.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
14.1.11.	Monitoring/Maintenance - Option B	% of system cost	15.00%
14.1.12.	Materials Mark-up	% of contractor cost	40.00%
14.1.13.	Subcontractor Mark-up	% of subcontractor cost	40.00%
14.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
14.2.1.	Administrator - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 90.00
14.2.2.	Engineer - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 174.00
14.2.3.	Project Manager - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 174.00
14.2.4.	Professional Services - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 239.00
14.2.5.	State Certified Specialist - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 212.00
14.2.6.	Security Subject Matter Expert - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 245.00
14.2.7.		Per Hour	\$ -
14.2.8.		Per Hour	\$ -
14.2.9.		Per Hour	\$ -
14.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Convergint Technologies LLC

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

Nationwide

16. INSPECTIONS - MONITORING - MAINTENANCE (CATEGORY 16)

16.1.	ANY ADDITIONAL INSPECTIONS - MONITORING - MAINTENANCE	Unit	Rate
16.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 256.77
16.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 141.94
16.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 212.92
16.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 212.92
16.1.5.	Repair - Telephone Support	Per Hour	\$ -
16.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 256.77
16.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 171.18
16.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 256.77
16.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 256.77
16.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
16.1.11.	Monitoring/Maintenance - Option B	% of system cost	15.00%
16.1.12.	Materials Mark-up	% of contractor cost	40.00%
16.1.13.	Subcontractor Mark-up	% of subcontractor cost	40.00%
16.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
16.2.1.	Administrator - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 90.00
16.2.2.	Engineer - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 174.00
16.2.3.	Project Manager - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 174.00
16.2.4.	Professional Services - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 239.00
16.2.5.	State Certified Specialist - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 212.00
16.2.6.	Security Subject Matter Expert - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 245.00
16.2.7.		Per Hour	\$ -
16.2.8.		Per Hour	\$ -
16.2.9.		Per Hour	\$ -
16.2.10.		Per Hour	\$ -

ATTACHMENT C – RFP 99SWC-S1820
INSURANCE SCHEDULE

INSURANCE SCHEDULE

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE.** Consultant shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.
- 1.1. **COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM**
 - 1.1.1. Policy shall include bodily injury, property damage and broad form contractual liability coverage.
 - A. General Aggregate\$2,000,000
 - B. Products – Completed Operations Aggregate\$1,000,000
 - C. Personal and Advertising Injury\$1,000,000
 - D. Each Occurrence\$1,000,000
 - 1.1.2. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- 1.2. **AUTOMOTIVE LIABILITY**
 - 1.2.1. Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
 - A. Combined Single Limit (CSL).....\$1,000,000
 - 1.2.2. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- 1.3. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**
 - 1.3.1. Workers' Compensation Statutory
 - 1.3.2. Employers' Liability
 - A. Each Accident\$100,000
 - B. Disease – Each Employee.....\$100,000
 - C. Disease – Policy Limit.....\$500,000
 - 1.3.3. Policy shall contain a waiver of subrogation against the State of Nevada.
 - 1.3.4. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.
- 1.4. **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS LIABILITY)**
 - 1.4.1. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.
 - A. Each Claim.....\$1,000,000
 - B. Annual Aggregate\$2,000,000
 - 1.4.2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- 1.5. **NETWORK SECURITY (CYBER) AND PRIVACY LIABILITY**
 - A. Per Occurrence.....\$1,000,000
 - B. Annual Aggregate\$2,000,000
- 1.6. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

INSURANCE SCHEDULE

2. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
3. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.
4. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
5. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

STATE OF NEVADA COOPERATIVE CONTRACT

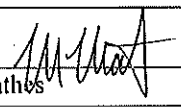
Nevada Contract Number:	99SWC- NV23- 16262
Master Agreement Number:	99SWC- NV23- 16262
Solicitation Number:	99SWC-S1820 (NASPO ValuePoint, Nevada)
Title:	Security and Fire Protection Services (NASPO ValuePoint, Nevada)

Government Entity:	State of Nevada, Department of Administration, Purchasing Division		
Address:	515 E Musser St, Ste 300		
City, State, Zip Code:	Carson City, NV 89701		
Contact:	Nancy Feser		
Phone:	775-684-1075	Email:	nfeser@admin.nv.gov

Contractor:	Convergent Technologies LLC		
Address:	One Commerce Drive		
City, State, Zip Code:	Schaumburg, Illinois 60173		
Contact:	~~Katelyn Wheeler~~	Vincent Piau	vincent.piau@convergent.com
Phone:	~~443-433-6845~~	301-641-9616	Email ~~Katelyn.wheeler@convergent.com~~

1. **SCOPE.** This purpose of this contract is to provide Security and Fire Protection Services as needed, in accordance with each participating addendum executed under this master agreement.
2. **TERM.** Effective Date: Upon execution, Termination Date: 07/31/2028 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): two (2) option periods of (2) years each.
3. **ATTACHMENTS**
 - 3.1. The following documents are incorporated in descending order of constructive precedence.
 - A. NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS
 - B. VENDOR COST PROPOSAL 99SWC-VQ13557
 - C. INSURANCE SCHEDULE
 - D. SOLICITATION 99SWC-S1820
 - E. VENDOR PROPOSAL 99SWC-VQ13557
 - 3.2. The following documents are incorporated by reference but not attached.
 - A. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
4. **AUTHORITY.** Each person signing represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery and the performance of each party's obligations hereunder have been duly authorized, and this is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 2 above.

Government Entity: State of Nevada	Contractor: Convergent Technologies
Signature: 	Signature: 
Name: Gideon K. Davis	Name: Mike Mathes
Title: Administrator	Title: President, Global Growth
Date: 5/5/23	Date: May 2, 2023

ATTACHMENT A
NASPO VALUEPOINT MASTER AGREEMENT
TERMS AND CONDIDITIONS



ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement

and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for five (5) years. The term of this Master Agreement may be amended beyond the initial term for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering

document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but

not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- 5.2 Administrative Fees**
- 5.2.1 NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
- 5.2.2 State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU

for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.6 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.7 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
 - 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least (**Enter the Number of Days**) days prior to the effective date.
 - 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
 - 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
- 7.6.2** A shipping address and other delivery requirements, if any;
- 7.6.3** A billing address;
- 7.6.4** Purchasing Entity contact information;

- 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6** A not-to-exceed total for the products or services being ordered; and
 - 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
 - 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming

aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets

the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** At minimum, the Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. This warranty shall be in addition to any warranty provided for or required elsewhere in this Master Agreement.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be

inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

11.1 Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

11.2 Embedded Software. Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs

arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal

certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire

information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
- 14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.
- 14.2.3 Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- 14.2.4 Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 14.2.5 NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to

disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration

and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:

- 14.8.1.1** Nonperformance of contractual requirements;
- 14.8.1.2** A material breach of any term or condition of this Master Agreement;
- 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
- 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- 14.8.1.5** Any default specified in another section of this Master Agreement.

- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this

Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- 14.8.3.1** Any remedy provided by law;
- 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
- 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
- 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
- 14.8.3.5** Suspension of Contractor's performance; and
- 14.8.3.6** Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This

certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

- 14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a

party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

- 14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
- 14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

VENDOR COST PROPOSAL 99SWC-VQ13596

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Convergint Technologies LLC

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

Nationwide

5. FIRE DETECTION - FIRE ALARM SYSTEMS (CATEGORY 5)

5.1.	FIRE DETECTION - FIRE ALARM SYSTEMS	Unit	Rate
5.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 256.77
5.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 141.94
5.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 212.92
5.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 212.92
5.1.5.	Repair - Telephone Support	Per Hour	\$ -
5.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 256.77
5.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 171.18
5.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 256.77
5.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 256.77
5.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
5.1.11.	Monitoring/Maintenance - Option B	% of system cost	15.00%
5.1.12.	Materials Mark-up	% of contractor cost	40.00%
5.1.13.	Subcontractor Mark-up	% of subcontractor cost	40.00%
5.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
5.2.1.	Administrator - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 90.00
5.2.2.	Engineer - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 174.00
5.2.3.	Project Manager - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 174.00
5.2.4.	Professional Services - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 239.00
5.2.5.	State Certified Specialist - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 212.00
5.2.6.	Security Subject Matter Expert - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 245.00
5.2.7.		Per Hour	\$ -
5.2.8.		Per Hour	\$ -
5.2.9.		Per Hour	\$ -
5.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:**NATIONWIDE/REGION(S)/STATE(S) PROPOSED:**

Convergint Technologies LLC

Nationwide

12. ACCESS CONTROL SYSTEMS (CATEGORY 12)

12.1.	ACCESS CONTROL SYSTEMS	Unit	Rate
12.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 256.77
12.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 141.94
12.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 212.92
12.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 212.92
12.1.5.	Repair - Telephone Support	Per Hour	\$ -
12.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 256.77
12.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 171.18
12.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 256.77
12.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 256.77
12.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
12.1.11.	Monitoring/Maintenance - Option B	% of system cost	15.00%
12.1.12.	Materials Mark-up	% of contractor cost	40.00%
12.1.13.	Subcontractor Mark-up	% of subcontractor cost	40.00%
12.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
12.2.1.	Administrator - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 90.00
12.2.2.	Engineer - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 174.00
12.2.3.	Project Manager - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 174.00
12.2.4.	Professional Services - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 239.00
12.2.5.	State Certified Specialist - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 212.00
12.2.6.	Security Subject Matter Expert - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 245.00
12.2.7.		Per Hour	\$ -
12.2.8.		Per Hour	\$ -
12.2.9.		Per Hour	\$ -
12.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Convergint Technologies LLC

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

Nationwide

13. BURGLAR ALARM SYSTEMS (CATEGORY 13)

13.1.	BURGLAR ALARM SYSTEMS	Unit	Rate
13.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 256.77
13.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 141.94
13.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 212.92
13.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 212.92
13.1.5.	Repair - Telephone Support	Per Hour	\$ -
13.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 256.77
13.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 171.18
13.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 256.77
13.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 256.77
13.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
13.1.11.	Monitoring/Maintenance - Option B	% of system cost	15.00%
13.1.12.	Materials Mark-up	% of contractor cost	40.00%
13.1.13.	Subcontractor Mark-up	% of subcontractor cost	40.00%
13.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
13.2.1.	Administrator - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 90.00
13.2.2.	Engineer - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 174.00
13.2.3.	Project Manager - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 174.00
13.2.4.	Professional Services - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 239.00
13.2.5.	State Certified Specialist - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 212.00
13.2.6.	Security Subject Matter Expert - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 245.00
13.2.7.		Per Hour	\$ -
13.2.8.		Per Hour	\$ -
13.2.9.		Per Hour	\$ -
13.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Convergent Technologies LLC

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

Nationwide

14. SURVEILLANCE SERVICES AND EQUIPMENT (CATEGORY 14)

14.1.	SURVEILLANCE SERVICES AND EQUIPMENT	Unit	Rate
14.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 256.77
14.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 141.94
14.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 212.92
14.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 212.92
14.1.5.	Repair - Telephone Support	Per Hour	\$ -
14.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 256.77
14.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 171.18
14.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 256.77
14.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 256.77
14.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
14.1.11.	Monitoring/Maintenance - Option B	% of system cost	15.00%
14.1.12.	Materials Mark-up	% of contractor cost	40.00%
14.1.13.	Subcontractor Mark-up	% of subcontractor cost	40.00%
14.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
14.2.1.	Administrator - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 90.00
14.2.2.	Engineer - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 174.00
14.2.3.	Project Manager - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 174.00
14.2.4.	Professional Services - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 239.00
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14.2.6.	Security Subject Matter Expert - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 245.00
14.2.7.		Per Hour	\$ -
14.2.8.		Per Hour	\$ -
14.2.9.		Per Hour	\$ -
14.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:**NATIONWIDE/REGION(S)/STATE(S) PROPOSED:**

Convergent Technologies LLC

Nationwide

16. INSPECTIONS - MONITORING - MAINTENANCE (CATEGORY 16)

16.1.	ANY ADDITIONAL INSPECTIONS - MONITORING - MAINTENANCE	Unit	Rate
16.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 256.77
16.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 141.94
16.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 212.92
16.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 212.92
16.1.5.	Repair - Telephone Support	Per Hour	\$ -
16.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 256.77
16.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 171.18
16.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 256.77
16.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 256.77
16.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
16.1.11.	Monitoring/Maintenance - Option B	% of system cost	15.00%
16.1.12.	Materials Mark-up	% of contractor cost	40.00%
16.1.13.	Subcontractor Mark-up	% of subcontractor cost	40.00%
16.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
16.2.1.	Administrator - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 90.00
16.2.2.	Engineer - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 174.00
16.2.3.	Project Manager - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 174.00
16.2.4.	Professional Services - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 239.00
16.2.5.	State Certified Specialist - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 212.00
16.2.6.	Security Subject Matter Expert - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 245.00
16.2.7.		Per Hour	\$ -
16.2.8.		Per Hour	\$ -
16.2.9.		Per Hour	\$ -
16.2.10.		Per Hour	\$ -

ATTACHMENT C – RFP 99SWC-S1820
INSURANCE SCHEDULE

INSURANCE SCHEDULE

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE.** Consultant shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.
- 1.1. **COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM**
 - 1.1.1. Policy shall include bodily injury, property damage and broad form contractual liability coverage.
 - A. General Aggregate\$2,000,000
 - B. Products – Completed Operations Aggregate\$1,000,000
 - C. Personal and Advertising Injury\$1,000,000
 - D. Each Occurrence\$1,000,000
 - 1.1.2. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- 1.2. **AUTOMOTIVE LIABILITY**
 - 1.2.1. Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
 - A. Combined Single Limit (CSL).....\$1,000,000
 - 1.2.2. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- 1.3. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**
 - 1.3.1. Workers' Compensation Statutory
 - 1.3.2. Employers' Liability
 - A. Each Accident\$100,000
 - B. Disease – Each Employee.....\$100,000
 - C. Disease – Policy Limit.....\$500,000
 - 1.3.3. Policy shall contain a waiver of subrogation against the State of Nevada.
 - 1.3.4. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.
- 1.4. **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS LIABILITY)**
 - 1.4.1. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.
 - A. Each Claim.....\$1,000,000
 - B. Annual Aggregate\$2,000,000
 - 1.4.2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- 1.5. **NETWORK SECURITY (CYBER) AND PRIVACY LIABILITY**
 - A. Per Occurrence.....\$1,000,000
 - B. Annual Aggregate\$2,000,000
- 1.6. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

INSURANCE SCHEDULE

2. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
3. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.
4. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
5. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.



Hillsborough County Aviation Authority

Design Criteria Manual

October 1, 2022



Table of Contents

Introduction	7
Section 1 – Civil Engineering and Site Work	8
1.1 Abbreviations for Civil Engineering and Site Work Sections	8
1.2 Roadways	8
1.2.A Related Sections – Reserved	8
1.2.B Scope – Reserved	8
1.2.C Applicable Codes and Reference Standards	8
1.2.D Planning Objectives	8
1.2.E Authority Standards – Reserved	8
1.2.F Vehicular / Bus Design Consideration	8
1.3 Airfield Paving: Runways, Taxiways, and Aprons	8
1.3.A Related Sections – Reserved	9
1.3.B Scope – Reserved	9
1.3.C Applicable Codes and Reference Standards	9
1.3.D Planning and Functional Criteria	9
1.3.D.1 Line-of-Sight	9
1.3.D.2 Gradients and Slopes	10
1.3.D.3 Aprons	10
1.3.D.4 Geotechnical Investigation	10
1.3.D.5 Earthwork	11
1.3.D.6 Pavement Design	11
1.3.D.7 Pavement Type	11
1.3.D.8 Underdrains	12
1.3.D.9 Concrete Demolition	12
1.3.D.10 Subbase and Base Course	12
1.3.D.11 Portland Cement Concrete (PCC) Pavement	12
1.3.D.12 Asphalt Pavement	12
1.3.D.13 Pavement Marking	12
1.4 Surface Water Management	13
1.4.A Related Sections – Reserved	13
1.4.B Scope – Reserved	13
1.4.C Applicable Codes and Reference Standards	13
1.4.D Guidelines for Surface Water Management Design	13
1.4.E Storm Sewers	14
1.4.F NPDES Construction Generic Permit for Construction Activities	15
1.4.G Availability of SLOSH Model Evaluation for TPA	15
1.5 Site Utilities	15
1.5.A Related Sections	15
1.5.A.1 Section 1.4 - Surface Water Management	16
1.5.A.2 Section 2.2.A.6 Typical Facility Plumbing	16
1.5.A.3 Section 3.15	16
1.5.B Scope – Reserved	16
1.5.C Sanitary Sewers and Force Mains	16
1.5.D Water Mains and Appurtenances	16
1.5.E Sanitary Sewer – Pretreatment Devices and Other Appurtenances	17
1.5.E.1 Applicable Standards and Regulations	17

1.5.E.2	Wash Racks	17
1.5.E.3	Floor Drains	17
1.5.E.4	Utility Permits	18
1.5.E.5	Easements	18
1.6	Fueling Systems: Aircraft and Automotive	18
1.6.A	Related Sections – Reserved	18
1.6.B	Scope – Reserved	18
1.6.C	Applicable Codes and Reference Standards	18
1.6.C.1	USTs with capacities of > 110 gallons	18
1.6.C.2	ASTs with capacities of > 550 gallons that store pollutants or hazardous substances	18
1.6.D	Aircraft Hydrant Fueling System	19
1.6.D.1	New Installation	19
1.6.D.2	Removal & Abandonment of Existing Hydrant Piping	19
1.6.E	Automotive, Emergency Generator, and Other Tank Fueling Systems	19
1.6.F	Notification and Registration Protocol	20
1.6.G	Design and Installation Requirements – Reserved	20
1.6.H	Underground Storage Tank Removal/Abandonment Pre-Tank Removal Requirements	20
1.6.I	Tank and Soil Removal Operations	21
1.6.J	Tank Disposal Operations	21
1.6.K	Free Product Removal and Groundwater Testing	21
1.6.L	Storage Tank Forms	21
1.6.M	Closure Assessment	22
1.6.N	Post-Removal Activities	22
1.7	AGT Guideways - Reserved	22
1.8	Landscaping and Irrigation	22
1.8.A	Related Sections – Reserved	22
1.8.B	Scope – Reserved	22
1.8.C	Applicable Codes and Reference Standards	22
1.8.D	Planning Objectives	23
1.8.E	Authority Standards	23
1.8.E.1	Soil and Planting Beds	23
1.8.E.2	Acceptable Plant Materials	24
1.8.E.3	Irrigation	25
1.8.F	Erosion Control During Construction	26
1.8.G	Specified Turf Varieties	26
1.8.H	Anti-Perching Devices	26
1.9	Site Signage and Graphics – Reserved	26
1.10	Access Control	26
1.10.A	Equipment	26
1.11	Fencing and Gates	27
1.11.A	AOA Fence Requirements	27
1.11.B	Non-AOA Fence Requirements	27
1.11.C	Temporary AOA Fence	27
1.11.D	Razor Wire	27
1.11.E	Concrete Barricades	28
1.12	FAA Systems – Reserved	28
Section 2 - Architecture – Building Engineering		29

2.1	Applicable Codes and Reference Standards	29
2.2	Building Objectives - Planning Criteria	29
2.2.A	Typical Facility Objectives	29
2.2.A.1	Geotechnical	29
2.2.A.2	Structural	31
2.2.A.3	Architectural	32
2.2.A.4	Equipment/Furnishings	42
2.2.A.5	Conveying Systems	43
2.2.A.6	Miscellaneous Structural Considerations - Reserved	43
2.2.A.7	Miscellaneous Plumbing Requirements	43
2.2.A.8	Miscellaneous Fire Protection Requirements	44
2.2.A.9	Miscellaneous Mechanical Requirements	45
2.2.A.10	Miscellaneous Power Requirements	45
2.2.A.11	Miscellaneous Lighting Requirements	46
2.2.A.12	Miscellaneous Systems Requirements	47
2.2.B	Airside Terminals and Truck Courts	47
2.2.B.1	General Planning Criteria	47
2.2.B.2	Equipment/Furnishings	51
2.2.B.3	Conveying Systems	52
2.2.B.4	Miscellaneous Structural Considerations	52
2.2.B.5	Miscellaneous Plumbing Requirements	52
2.2.B.6	Miscellaneous Mechanical Requirements	53
2.2.B.7	Miscellaneous Power Requirements	53
2.2.B.8	Miscellaneous Lighting Requirements	54
2.2.B.9	Miscellaneous Systems Requirements	54
2.2.B.11	Truck Court Elements	55
2.3	Attic Stock / Spare Equipment / Spare Parts	58
Section 3 – Building Sections and Components		59
3.1	Division 1 – General Requirements - Reserved	59
3.2	Division 2 – Site work – Reserved	59
3.2.A	Section 02221 – Building Decommissioning and Demolition	59
3.3	Division 3 - Concrete	59
3.3.A	Section 03200 - Concrete Reinforcement	59
3.4	Division 4 - Masonry	60
3.4.A	Section 04200 - Unit Masonry	60
3.5	Division 5 – Metals	60
3.5.A	Section 05511 - Metal Stairs	60
3.6	Division 6 – Wood and Plastics	60
3.6.A	Section 06100 - Rough Carpentry	60
3.7	Division 7 – Thermal and Moisture Protection	60
3.7.A	Section 07190 - Water Repellants	60
3.7.B	Section 07411 – Metal Roof Panels	60
3.8	Division 8 – Doors and Windows	61
3.8.A	Section 08110 - Steel Doors and Frames	61
3.8.B	Section 08211 - Flush Wood Doors	62
3.8.C	Section 08411 – Aluminum-framed Entrances and Storefronts	62

3.8.D	Section 08461 – Sliding Automatic Entrance Doors	62
3.8.E	Section 08710 - Door Hardware	62
3.9	Division 9 - Finishes	63
3.9.A	Section 09220 - Portland Cement Plaster	63
3.9.B	Section 09310 - Ceramic Tile	63
3.9.C	Section 09770 – Wall Panel Systems: Art Glass	63
3.10	Division 10 - Specialties	64
3.10.A	Section 10155 - Toilet Compartments	64
3.10.B	Section 10265 – Impact-resistant Wall Protection	64
3.10.C	Section 10450 - Pedestrian Control Devices	64
3.10.D	Section 10801 - Toilet Accessories	64
3.11	Division 11 – Equipment - Reserved	65
3.12	Division 12 – Furnishings - Reserved	65
3.13	Division 13 – Special Construction	65
3.13.A	Section 13900 - Fire-Suppression System	66
3.14	Division 14 – Conveying Systems	66
3.14.B	Section 14215 – Electric Traction Elevators	67
3.14.C	Section 14240 - Hydraulic Elevators	67
3.14.D	Section 14310 - Escalators	67
3.14.E	Section 14410 - Dumbwaiters	67
3.14.F	Section 14600 - Outbound Baggage Conveyors	67
3.14.G	Section 14630 - Sloped-Plate Sorting Carousels - Reserved	67
3.14.H	Section 14650 - Inbound Baggage Conveyors (Flat-Plate)	67
3.14.I	Section 14800 - Apron-Drive Passenger Loading Bridges	68
3.15	Division 15 - Mechanical	68
3.15.A	Section 15030 - Electrical Requirements for Mechanical Equipment	68
3.15.A.1	Basic Motor Construction (15055)	68
3.15.A.2	Variable Frequency Drives (For Air Handling Units & Pumps)	69
3.15.B	Section 15050 - Basic Mechanical Materials and Methods	70
3.15.B.1	Housekeeping Pads and Equipment Supports	70
3.15.B.2	Identification of Piping and Equipment	70
3.15.C	Section 15060 - Pipes and Pipe Fittings	71
3.15.D	Section 15110 – Valves	72
3.15.E	Section 15185 - Pumps	72
3.15.E.1	Basic Pump Construction	72
3.15.E.2	Double Suction Pump	73
3.15.E.3	Domestic Water Booster Pump	73
3.15.F	Section 15410 - Plumbing Fixtures	73
3.15.G	Section 15485 - Plumbing Equipment	75
3.15.G.1	Electric Water Heaters	75
3.15.H	Section 15710 - Cooling Tower	76
3.15.I	Section 15800 - Air Handling Units	77
3.15.J	Section 15845 – Variable Air Volume Terminal Units	78
3.15.K	Section 15855 - Diffusers, Registers, and Grilles	78
3.15.L	Section 15890 – Ductwork	78
3.15.M	Section 15900 – HVAC Instrumentation and Controls Airside E	79
3.16	Division 16 - Electrical	79

3.16.A	Section 16050 - Basic Electrical Materials and Methods	79
3.16.B	Section 16060 - Grounding and Bonding	80
3.16.C	Section 16075 - Electrical Identification	80
3.16.D	Section 16110 – Raceways	80
3.16.E	Section 16120 - Conductors and Cables	82
3.16.F	Section 16130 – Raceways and Boxes	83
3.16.G	Section 16140 - Wiring Devices	83
3.16.H	Section 16190 - Supporting Devices	84
3.16.I	Section 16289 - Transient Voltage Suppression	84
3.16.J	Section 16415 - Automatic Transfer Switch (ATS)	84
3.16.K	Section 16425 - Distribution Switchboards	85
3.16.K.1	Products – General	85
3.16.K.2	Finish	85
3.16.K.3	Bussing and Terminations	85
3.16.K.4	Accessories	86
3.16.K.5	Control Wiring	86
3.16.K.6	Main Section	86
3.16.K.7	Distribution Sections	86
3.16.L	Section 16430 - Switchgear	87
3.16.M	Section 16440 - Disconnect Switches	87
3.16.N	Section 16442 - Panelboards	87
3.16.O	Section 16450 - Grounding	87
3.16.P	Section 16461 - Transformers	88
3.16.Q	Section 16442 - Panelboards	88
3.16.R	Section 16475 - Overcurrent Protective Devices	89
3.16.R.1	Description of System	89
3.16.R.2	Circuit Breakers	89
3.16.R.3	Fuses	89
3.16.R.4	Spare Fuse Cabinet	89
3.16.R.5	Identification Label	89
3.16.S	Section 16511 - Interior Lighting	90
3.16.T	Section 16670 - Lightning Protection	90
3.16 U	Airfield Lighting	90
3.17	Telecommunications Infrastructure Standards	91
3.17.A	General	91
3.17.A.1	Reference Standards	91
3.17.A.2	Submittals	92
3.17.A.3	Delivery, Storage, and Handling	93
3.17.B	Products	93
3.17.B.1	General – Materials Alternates and Substitutions	93
3.17.B.2	Fiber Optic Backbone Cable Subsystem	94
3.17.B.3	Fiber Distribution Panels	95
3.17.B.4	Fiber Cable LC Connectors	95
3.17.B.5	Fiber Optic Patch Cables	95
3.17.B.6	Interior Copper Cable Backbone Subsystem	95
3.17.B.7	Outside Plant Copper Cable Subsystem	96
3.17.B.8	Cable Voltage Protection	96
3.17.B.9	Horizontal Cable Subsystem	96
3.17.B.10	Station Cable Faceplates and Jacks	97
3.17.B.11	Category 6 Patch Panels	98
3.17.B.12	Fiber Optic Distribution Panels	98
3.17.B.13	Equipment Racks	98

3.17.B.14	Category Patch Cables and Fiber Optic Cross-Connect Cables	99
3.17.C	Execution	99
3.17.C.1	Installation	99
3.17.C.2	Testing	106
3.17.C.3	General Instructions	109
3.18	Aviation Authority Labeling Standards	109
Section 4 – Miscellaneous		114
4.1	Safety Risk Management	114
4.2	Environmental Matters	114
4.2.A	Radon Gas and Other Property Condition Notifications	114
4.2.B	Hazardous Substance Limitations on Construction Projects	115
4.2.B.1	Design Phase Considerations	115
4.2.B.2	Construction Phase Considerations	115
4.2.C	Management of Existing Site Conditions	116
4.2.C.1	Design Phase Considerations	116
4.2.C.2	Construction Phase Considerations	116
4.2.D	Definitions	117
4.2.D.1	Hazardous Substance Definition:	117
4.2.D.2	Solid Waste Including Universal Waste Definition	117
4.3	Airfield Lighting Control and Monitoring System	118
4.4	Design Quality Control / Assurance	118
4.5	Construction Cost Estimating	118
Appendix A - Main Terminal Public Restroom Criteria		120

Introduction

The criteria in this manual applies to all capital development projects administered by the Aviation Authority at Tampa International Airport (TPA), Peter O. Knight Airport (TPF), Tampa Executive Airport (VDF) and Plant City Airport (PCM) each referred to collectively herein as airport. The criteria in this manual is optional for any tenant development on airport property.

The objective of the Design Criteria Manual is to provide guidance to design professionals in areas where Hillsborough County Aviation Authority (Authority or owner) preferences may be provided in a manner that does not detract from the design intent. At all times it remains the responsibility of the design professional to ensure that all aspects of the design including plans, technical specifications and shop drawing reviews provide a finished product that complies with their Contract, project objectives, all applicable codes, standards and regulations. Coordination of the contract documents and information included in Division 0 and 1 of the Project Manual is the responsibility of the design professional.

It is incumbent on the design professional to identify and resolve any conflicts between criteria established in this and other criteria manuals published by the Authority with industry regulatory and advisory criteria and guidance. In some circumstances the term owner refers to a tenant or similar party that commissions design and construction on Authority property under a build-to-suit arrangement.

Other sources of design criteria which should be reviewed and incorporated, as applicable, by the design professional are as follows and can be obtained at tampaaairport.com:

- Main Terminal Interior Design Criteria Manual
- Sustainable Design Criteria Manual
- Concessions Design Criteria Manual
- Land Use Standards
- Wayfinding Standards Manual
- CADD Standards Manual

Section 1 – Civil Engineering and Site Work

1.1 Abbreviations for Civil Engineering and Site Work Sections

CFR	Code of Federal Regulations
COT	City of Tampa
DOT	Department of Transportation
EPC	Hillsborough County Environmental Protection Commission
ERP	Environmental Resource Permit
FAA	Federal Aviation Administration
FAC	Florida Administrative Code
FAR	Federal Aviation Regulations
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
NGVD	National Geodetic Vertical Datum (1929 or 1983 as applicable)
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination system
OSHA	Occupational Safety and Health Administration
PC	City of Plant City
SWFWMD	Southwest Florida Water Management District
SWPPP	Stormwater Pollution Prevention Plan
SPCC	Spill Prevention Control and Countermeasure Plan

1.2 Roadways

1.2.A Related Sections – Reserved

1.2.B Scope – Reserved

1.2.C Applicable Codes and Reference Standards

The design of all Authority roadways intended for automotive vehicular use, and not otherwise subject to any state or FAA standard, will be in accordance with the design criteria contained in the applicable edition of the State of Florida “Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways”. Should these standards not be able to be met for any reason, the design professional shall notify the Authority in writing and discuss during design meetings.

1.2.D Planning Objectives

The design professional shall coordinate with FDOT regarding any know planned FDOT improvements which impact the airport.

1.2.E Authority Standards – Reserved

1.2.F Vehicular / Bus Design Consideration

Vehicle types utilized and to be utilized will be taken into consideration for design of proper clearances. When roadways are under signage structures and covered drive lanes, design considerations will be taken to specify appropriate fire protection and material to prevent vehicular / bus exhaust heat damage to the building or actuation of the fire alarm or fire sprinkler system.

1.3 Airfield Paving: Runways, Taxiways, and Aprons

1.3.A Related Sections – Reserved

1.3.B Scope – Reserved

1.3.C Applicable Codes and Reference Standards

Minimum design standards will be in accordance with the appropriate Advisory Circulars and Federal Aviation Regulations.

All proposed construction standards will be in accordance with Advisory Circular 150/5370-10, Standards for Specifying Construction of Airports.”

Pavement designs and establishment of subgrade characteristics and properties will be in accordance with the latest edition of the FAA Advisory Circular, AC 150/5320-6, Airport Pavement Design and Evaluation.

Erosion and sediment control measures must conform to the specifications contained in the document, Roadway and Traffic Design Standards Erosion Control and Water Quality, published by the State of Florida Department of Transportation.

Geotechnical testing shall conform to applicable sections of ASTM Volume 04.08, Soil and Rock; Building Stones; Geotextiles.

Geotechnical testing and engineering will be conducted by corporations and experienced individuals licensed to practice this specialty by the State of Florida.

1.3.D Planning and Functional Criteria

Critical Design Aircraft: Critical Design Aircraft (CDA) will be identified for each project design pertaining to any of the following airfield elements:

- a. Width, Clearances, and Separations of Taxiways and Parking Aprons: The CDA, or its associated Airplane Design Group Number, per AC 150/5300-13, will be recommended by the design professional and approved by the Authority.
- b. Taxiway Design Group will be recommended by the design professional and approved by the Authority.

Geometrics: All airfield geometry will conform to the current Airport Layout Plan (ALP) where applicable, and will accommodate all Group V aircraft unless otherwise directed by the Authority. Detailed geometry not included or referenced on the ALP will conform to the requirements in AC 150/5300-13 and other relevant advisory circulars, except as directed by the Authority.

1.3.D.1 Line-of-Sight

- a. All public-use taxiways will conform to the line-of-sight criteria of AC 150/5300-13, Airport Design. Public use taxiways, under the control of the Air Traffic Control (ATC) tower, will be in full view of the tower cab, full length and width. An ATC Tower Line-of-Sight (Shadow) study will be performed by the design professional if in a potential ATC shadow zone. The responsibility for preparing this plan will be as directed by the Authority. Aprons and exclusive-use taxiways are not under the control of ATC and, therefore, normally do not require line-of-sight.
- b. Line-of-sight considerations may also be required when facilities are planned and designed near or in the vicinity of FAA NAVAIDS. Unless otherwise

directed by the Authority, all proponents of construction, except those funded under the Airport Improvement Program (AIP), will complete an FAA Form 7460-1, "Notice of Proposed Construction or Alteration," with appropriate information and exhibits required by the FAA on which the FAA can conduct an Aeronautical Study of the proposal.

1.3.D.2 Gradients and Slopes

All paved and turfed areas on the airfield AOA will conform to the requirements of AC 150/5300-13 and the following criteria:

- a. Side slopes on excavation (cut) and embankment (fill) areas outside of runway and taxiway safety areas will have 4:1 maximum slope.
- b. The standard crowns (transverse slope) on taxiways will be 1.5%, except where flatter grades are necessary due to intersection transition in which case they will be a minimum of 0.5% for concrete pavements and 0.7 % for asphaltic pavements.
- c. All taxiway shoulders will be graded 5% surface gradient for 10 feet, and then graded between 3% to 5% surface gradient to the edge of the taxiway safety area.
- d. Pavement gradients on aircraft parking aprons will be 0.5 to 1.0%. Where conforming or transitioning to existing facilities, and except for 50 feet from terminal buildings at the gate/parking positions, they will be 1.0% to conform to NFPA Standard 415 on airport terminal buildings, fueling ramp drainage, and loading walkways.
- e. Gradients and slopes for the following areas will conform to the requirements of AC 150/5300-13 for the respective aircraft approach category and airplane design group: Obstacle Free Zone, Runway and Taxiway Safety Areas, Clearway, and Stopway.
- f. Due to the critical nature of grades for all airfield pavements, safety areas, obstacle free zones, and other related areas, preparation of design plans will include a combination of both cross sections and grading plans to accurately portray the design intent.

1.3.D.3 Aprons

Aircraft parking aprons will be based on an Apron Utilization Plan, approved by the Authority. The responsibility for preparing this plan will be as directed by the Authority. Apron utilization criteria, including wingtip clearance, will be approved by the tenant and the Authority, and will be within the maneuvering limits of the Aircraft Characteristics Manual of the Critical Design Aircraft.

1.3.D.4 Geotechnical Investigation

Guidelines for a geotechnical investigation are contained in FAA AC 150/5320-6, Airport Pavement Design and Evaluation. Standard Penetration Test (STP) boring should be performed per 10,000 square feet of area. At a minimum, the following guidelines should be observed in the design investigation:

- a. In taxiway areas, STP borings should be performed at 200-foot intervals along centerlines.

- b. Borings should be SPT, and should extend to at least 10 feet in depth. At approximately 500-foot centers, borings should extend a minimum of 25 feet in depth.
- c. Any potential borrow material sources should be adequately investigated to evaluate acceptability.
- d. Borings and testing locations should carry airport grid coordinate locations, and ground surface NGVD elevations.
- e. Testing locations, procedures, and times of testing should be established well in advance of testing, and must be coordinated with representatives of the Authority. Test locations should be cleared for utilities by the Design Consultant, the Authority, and affected utility companies. All areas disturbed by testing should be restored satisfactorily.
- f. Sufficient field and laboratory testing should be performed to establish classifications and properties for the various strata encountered. This will include determination of Unified Soil Classifications, plasticity/consolidation properties, permeability, in-place density, typical bearing ratio-moduli values, and groundwater conditions.

1.3.D.5 Earthwork

Specific recommendations will be made for the project needs in the areas of clearing and grubbing, undercutting, proof rolling, embankment construction, suitable materials, compaction, stabilization, subgrade preparation, and any special procedures to be used. FAA Advisory Circulars and/or FDOT standards will be reviewed as applicable. For unit cost projects, the earthwork will be separated into the following pay items as appropriate:

- Unclassified excavation
- Unsuitable excavation
- Embankment
- Borrow

1.3.D.6 Pavement Design

The design professional will provide a pavement design utilizing FAARFIELD software in accordance with the methods prescribed in the latest edition of AC 150/5320-6. The determination of the recommended pavement sections shall consider all factors including initial cost, constructability, long-term maintenance, past experiences at Tampa International Airport or General Aviation Airports as appropriate and adaptability to future changes.

1.3.D.7 Pavement Type

Unless directed otherwise by the Authority, all air carrier airfield pavements will be rigid Portland Cement Concrete (PCC) pavement, General Aviation Taxiways or Ramps and blast protective pavement (shoulders) will be asphaltic concrete pavement. Blast protective pavement type will be recommended by the design professional, based on an occasional pass by the critical maintenance or Airfield Rescue and Fire Fighting (ARFF) equipment. General aviation pavement will be designed for the most demanding aircraft and approved by the Authority.

1.3.D.8 Underdrains

An underdrain/edge drain system should be reviewed for necessity on all pavement sections. If underdrains are not recommended, the design professional will present the basis on which they are not recommended and submit to Authority for approval. System layout, elements, and design will be designed based on soils investigation results, pavement function, and other relevant factors and parameters.

1.3.D.9 Concrete Demolition

All existing airfield concrete pavement to be removed will be crushed to meet the FAA P-209 grading specification for use in the project or stockpiled for future use as directed by the Authority. This material will be incorporated into the following items and approved by the Authority as applicable:

- a. Aggregate source for econocrete subbase (FAA P-306)
- b. Aggregate source for shoulder base course. (FAA P-209)

Existing econocrete subbase materials will not be incorporated into the crushing operations when creating the FAA P-209 crushed aggregate material.

1.3.D.10 Subbase and Base Course

All full-strength airfield pavements will include econocrete subbase (FAA P-306) as a minimum. A crushed aggregate base course (FAA P-209) will also be included if sufficient crushed concrete materials are available.

1.3.D.11 Portland Cement Concrete (PCC) Pavement

PCC will be designed based on 650 PSI flexural strength at twenty-eight (28) calendar days. Mix design proportions and criteria will meet FAA P-501 (AC 150/5370-10). Longitudinal and transverse construction and contraction joints will be doweled. Keyways are not allowed. Surface texture may be burlap drag or broom finish. Joints will be sealed with Dow Corning 888 or 890-SL silicone as applicable. Preformed joint sealers will be used on all sawed contraction joints.

1.3.D.12 Asphalt Pavement

Asphalt pavement will be used on shoulders and General Aviation Ramps and Taxiways/Taxilanes. Mix design proportions and criteria will be FAA P-401 (AC 150/5370-10, Standards for Specifying Construction of Airports). All concrete-to-asphalt conform joints will be sawed and sealed to retard moisture intrusion and vegetation growth.

1.3.D.13 Pavement Marking

Pavement marking of aprons, taxiways, taxilanes, and paved shoulders will conform to AC 150/5340-1, Standards for Airport Markings, and approved by the Authority. Taxiway centerline markings and apron taxilane marking will be yellow and a minimum of 12 inches wide. All taxiway/taxilane centerline markings (on concrete) will have a 6" black outline applied. Lead-in lines will be yellow, fire lanes will be red, and service roads will be white.

Designers are responsible for verifying the accuracy of existing airfield pavement markings within their area of work. It is not acceptable to include plan notes to re-paint existing markings in their current location. All marking plans must include detailed marking layout data to ensure the final markings are fully compliant with FAA criteria. If proposed

pavement marking will result in a paint dry film thickness greater than 40 mils, then full marking removal must be specified prior to painting.

Taxiway shoulder markings will not be installed.

Thermoplastic pavement markings will be installed on asphalt surfaces on all landside roadways. Temporary roadways and/or roadways that are expected to be modified in the near term may utilize other marking types with the approval of the Authority. Permanent tape pavement markings will be installed on concrete surfaces on all landside roadways.

For surfaces with coatings such as parking decks, traffic paint meeting Federal Specification TT-P-1952F will be used. The design professional will specify the appropriate type specific to project conditions.

1.4 Surface Water Management

1.4.A Related Sections – Reserved

1.4.B Scope – Reserved

1.4.C Applicable Codes and Reference Standards

The drainage requirements of the Authority and the FAA will be met.

The drainage connection permitting requirements of the FDOT, Chapter 14-86, F.A.C., will be met if applicable.

All proposed drainage structures and construction methods will be in accordance with FDOT Roadway and Traffic Design Standards (Latest Version - English Units), and Standard Specifications for Road and Bridge Construction most recent version (English Units). Special design considerations will be applied when drainage structures are located within airfield pavement or safety areas of the airfield.

All dredge and fill activities in wetlands and waters of Florida may require permits. All permits will be obtained for these activities from FDEP, SWFWMD, EPC, and the USCOE (United States Army Corps of Engineers).

The surface water management system design methods will be in accordance with approved SWFWMD, FDOT, City of Tampa, and FAA design methodologies.

All building, parking, and roadway areas will meet SWFWMD, City of Tampa, and other applicable federal, state, or local criteria regarding finish floor or low edge of pavement elevations.

1.4.D Guidelines for Surface Water Management Design

All features of any stormwater management system proposed for the Authority projects are to be conceptually visualized and depicted on preliminary drawings, coordinated with the Authority's existing Master Stormwater Management Plan and approved by the Authority. These documents are to be presented in preliminary meetings with applicable regulatory agencies for comments and conceptual approval prior to final design.

Coordination with regulatory agencies, such as SWFWMD, City of Tampa, FDEP, EPC and so forth, will be conducted prior to the design of the surface water management system to determine the exact regulatory permitting requirements.

Representatives of SWFWMD, FDEP, and EPC should be contacted and arrangements made for a field review. Existing permitting treatment systems should be identified and modifications / mitigation plans coordinated with regulatory agencies.

All permit application documents will be submitted to the Authority for review and comment prior to their submission to any agency.

The surface water management system must be designed to alleviate existing flooding problems to permanent structures within the project area. Any relocated drainage structures or stormwater systems must be able to convey the flows of their initial design. There should be no decrease in peak flow capacity to existing stormwater systems or increases in hydraulic gradients which would cause increased flooding on or off airport property as a result of the proposed surface water management system.

The modifications to the surface water management system will not degrade the existing water quality of the Spruce Street Canal Basin. The co-mingling of treated and untreated stormwater runoff should be prevented.

Off-site areas upstream and downstream will not be adversely affected by the time, stage, volume, or point or manner of discharge from the surface water management system.

Existing pump/irrigation systems will be considered in the surface water management system design. Existing stormwater control structures (i.e., weirs, orifices, and so forth) will be considered in the surface water management system design.

The velocities of flow over grassed areas should be kept low enough to prevent erosion.

Extended periods of ponding in depressed areas should be prevented to decrease the potential of bird activity.

Clearances of ground water levels to the pavement bases should be sufficient to prevent adverse impacts to the pavements and pavement bases.

The net differences in impervious areas (i.e., pavement added, versus pavement removed), will be considered in the surface water management system design and permitting. A zero net difference will be achieved if possible.

If stormwater pond facilities are necessary for quantity and for quality treatment, FAA AC 150/5200-33 Hazardous Wildlife Attractants on or near Airports will be reviewed. Ponds will be designed for dry detention rather than wet detention. Side slopes will be 4:1 (maximum slope) with a ten foot (minimum) maintenance berm. Whenever possible water quality standards will be met by utilizing detention with effluent filtration systems (underdrains). For airfield projects, quality standards will be met by utilizing Best Management Practices (BMPs) design such as vegetative control measures wherever possible. Water quantity standards may or may not be required depending on the drainage basin in which the project is located.

All existing contributing drainage areas including roadways, parking areas, off-site areas, and so forth, will be included in the surface water management system design.

1.4.E Storm Sewers

All Drainage Structures will conform to the FDOT's *Roadway and Traffic Design Standards*, latest version. Special design considerations will be applied when drainage structures are located within airfield pavements or safety areas of the airfield. Advisory Circular 150/5320-6G Airport Pavement Design and Evaluation Appendix B will be considered for these structures.

Except as may be specifically approved by the Authority, all storm drain pipe is to be reinforced concrete, of a minimum diameter of 15 inches, and conform to the FDOT Standard Specifications for Road and Bridge Construction, Concrete Pipe Section 941-1 and 941-2. Other pipe types that may be considered are polyvinyl chloride and corrugated polyethylene as appropriate for the project and approved by the Authority.

For all pipes 36" in diameter and greater to be installed on airfield projects, the contractor must provide the pipe supplier certified D-load test results for any lot of pipe delivered to the site.

Pipe bedding will consist of a bed of granular material having a thickness of at least six inches (6") below the bottom of the pipe and extending up around the pipe for a depth of not less than 30% of its vertical outside diameter. Filter fabric will be placed over the granular material and each pipe joint will be wrapped with a minimum one foot (1') overlap.

All pipes are to be kept clear of debris at all times during construction. After the completions of all earthwork and the placement of all sod and/or seeding and mulching and before final acceptance, all pipes will be cleaned of silt, debris, etc. to the satisfaction of the Engineer. This may require the de-watering of the pipes. Care must be taken during this operation so as not to damage the pipes or the surrounding areas.

The hydraulic gradient elevation in manholes and inlets will be a minimum of 1.0 foot below the throat of inlet or top of manhole unless minor energy losses are considered in the hydraulic calculations. The maximum velocity in open channels should be evaluated and comply with the FDOT Drainage Manual. Energy dissipation measures should be considered to minimize erosion in the drainage system.

The maximum length of pipe between access entry structures will be 300 feet for pipes less than 18 inches, 400 feet for pipes 24-36 inches, and 500 feet for pipes greater than 36 inches.

1.4.F NPDES Construction Generic Permit for Construction Activities

To obtain permit coverage, a NOI for Construction Generic Permit must be submitted by the contractor to FDEP online using FDEP's Interactive NOI, or by submitting a paper copy, on FDEP Form 62-621.300(4)(b), to FDEP's NPDES Stormwater Notices Center. A copy of the contractor's SWPPP must be kept onsite. If an Environmental Resource Permit (ERP) was issued by SWFWMD, the Erosion and Sediment Control Plan prepared as part of the permit requirements can be used in lieu of a SWPPP, provided that all requested information is included in the Erosion and Sediment Control Plan. At the completion of the work, FDEP form 62-621.300(6), Notice of Termination, must be submitted to FDEP.

1.4.G Availability of SLOSH Model Evaluation for TPA

The Authority will make available the Hurricane Surge Analysis Report that evaluated Tropical Storm and various Hurricane Category storm surge elevations using NOAA's SLOSH model for the TPA property.

1.5 Site Utilities

The Authority will make available the Utility Atlas Reference which provides information on site utilities at all facilities owned and operated by the Authority in CAD format. While the information is comprehensive, the Authority doesn't guarantee the accuracy of the information. The design professional is advised to verify any information during design deemed to be critical to the project.

1.5.A Related Sections

1.5.A.1 Section 1.4 - Surface Water Management

1.5.A.2 Section 2.2.A.6 Typical Facility Plumbing

1.5.A.3 Section 3.15

1.5.B Scope – Reserved

1.5.C Sanitary Sewers and Force Mains

Gravity sanitary sewers will be Polyvinyl Chloride for normal use and Ductile Iron for occasions requiring special strength or protection.

Polyvinyl Chloride pipe and fittings will conform to ASTM Specifications D-304 (SDR 35). The bell end of joints and fitting will have a rubber sealing ring to provide a tight, flexible seal in conformance with ASTM D-3212-76. The maximum laying length will be 12.5 feet.

Ductile Iron pipe and fittings for gravity sewers will conform to the specification for Ductile Water pipe (see Section 1.4.E), excepting that Ductile Iron pipe conveying sanitary sewer will have an interior “polylining” per manufacturer’s recommendations.

Sanitary sewer force mains will be either Polyvinyl Chloride or Ductile Iron and will conform to the Polyvinyl Chloride and Ductile Iron specifications for water mains (see Section 1.5.E following), except that Ductile Iron pipe will be provided with an interior polylining in accordance with manufacturer’s recommendation.

1.5.D Water Mains and Appurtenances

Ductile Iron pipe and fittings will be in accordance with ANSI / AWWA C 151 / A21.51-81. Pipe will have an asphalt coated exterior and a cement lined interior in accordance with ANSI / AWWA C104 / A21.4-80.

Pipes larger than 8 inches will be Ductile Iron.

Polyvinyl Chloride pipe (up to and including 8 inch size) will be in accordance with ANSI / AWWA C900-81 and with ASTM-D2241 and D-1784.

PVC pipe must be compatible with Cast and Ductile Iron pipe without the need for special adapters.

The bell of PVC pipe will consist of an integral wall section with an elastomeric ring which meets the requirements of ASTM D-1869.

Gate valve discs will be suitable for operation in any position with respect to the vertical. Valves for interior piping or exposed above grade will be handwheel operated.

Valves three inches and larger buried below grade will be equipped with a two inch square operating nut, valve box, and cover. The direction of opening for all valves will be to the left (counter-clockwise). Unless otherwise specified, valves for pressure service will be rated at not less than 150 psi, cold water, and nonshock.

Fire hydrants will be in accordance with AWWA Specification C-502 with breakable, dry-barrel, in two sections with the breaking flange located approximately 2 inches above the ground line. The main valve opening will not be less than 5 ¼ inches, and the hydrant nozzles will consist of two 2 ½ inch hose nozzles and one 4 ½ inch pump nozzle. The hydrant will be equal to a Mueller Centurion, Catalog Number A-423.

Backflow preventers will be above ground and will be of the double check valve assembly type or the reduced pressure type depending on the degree of hazard associated with the event to be prevented.

1.5.E Sanitary Sewer – Pretreatment Devices and Other Appurtenances

1.5.E.1 Applicable Standards and Regulations

Wastewater discharges are regulated by the City of Tampa for the majority of the areas located within the boundaries of TPA, TPF and VDF. Wastewater discharges from PCM are regulated by Hillsborough County and the City of Plant City.

City Section 26 (Utilities) Article III Sanitary Sewers

Sec. 26-120. Excluded wastes prohibits...”any person to discharge or deposit any waste, waste material, gases, toxic materials or wastewater which contains any pollutants of a type, nature, temperature or concentration not found in normal domestic wastewater to the treatment works.”

In addition “The department's Technical Manual of Standards for Industrial and Special Users sets forth the limitations and types of excluded wastes which may be discharged following pretreatment.” (Ord. No. 89-253, § 2(58-126), 9-28-89)

All operations that generate wastewater other than sanitary wastewater will be equipped with pretreatment devices or appurtenances that will pretreat the generated wastewater to effluent levels compliant with the City of Tampa Code referenced above. The City of Tampa (or the regulating entity) will be contacted to confirm that the discharge is allowed.

1.5.E.2 Wash Racks

All wash racks built at Tampa International Airport for aircraft washing must meet the requirements of the Aircraft Washing Operating Directive. All other wash racks must meet the following requirements. Regardless of the type of pretreatment provided, all wash rack outlets will be connected to the sanitary sewer system, which is separate from the stormwater drainage (sewer) system. The system can be designed with a bypass that allows the discharge of wastewater to the sanitary system, while diverting stormwater runoff to the stormwater drainage system.

An oil/waster separator will be installed as a pretreatment system before the wastewater is discharged into the sanitary sewer system. A sand trap is also recommended.

1.5.E.3 Floor Drains

All building floor drains will be connected to the sanitary sewer system. Depending on the types of activities conducted inside a building, the following appurtenances may be required in order to comply with the City of Tampa wastewater effluent disposal requirements:

Oil/Water Separator – They are required for all vehicles and equipment washing activities. A sand trap may also be required.

Acid Tank – If there is a potential for acidic wastewater or other similar liquids to be generated inside a building during equipment washing, floor washing, or other operations, an acid tank will be installed.

Grease Traps – Grease traps must be installed for all restaurant generated grease waste as required by local codes.

Dumpsters, waste compactors, and other waste handling equipment will be installed such that any wastewater or leachate generated through contact of water or stormwater with the waste is discharged to the sanitary sewer system. Pretreatment may be required depending on the characteristics of the leachate.

1.5.E.4 Utility Permits

Coordination with regulatory agencies, such as City of Tampa Water Department (water service commitment), City of Tampa Department of Sanitary Server (sanitary sewer service commitment), Hillsborough County Health Department (water distribution system approval), EPC, (sanitary sewer collection system approval), Hillsborough County Water Department (water service commitment), Hillsborough County Sanitary Sewer Department (sanitary sewer service commitment) will be conducted during the design phase to determine the exact regulatory permitting requirements.

All permit application documents will be submitted to the Authority for review and approval prior to their submission to any agency.

1.5.E.5 Easements

If a project requires the abandonment, relocation, extension or installation of utilities, the design professional will include in their scope of services easement coordination services. At a minimum, this will include preparation of developer agreements, legal descriptions and sketches of new or revised utility limits.

1.6 Fueling Systems: Aircraft and Automotive

1.6.A Related Sections – Reserved

1.6.B Scope – Reserved

1.6.C Applicable Codes and Reference Standards

Storage tanks which are regulated by federal, state and local agencies must be registered with the FDEP. As defined by FDEP, a storage tank system includes all tanks, integral piping, dispenser, and release detection equipment. See Chapters 62-761 Florida Administrative Code (FAC) and 62-762, FAC, for complete definitions and rules pertaining to underground storage tanks (UST's) and aboveground storage tanks (AST's), respectively. Regulated systems generally consist of:

1.6.C.1 USTs with capacities of > 110 gallons

1.6.C.2 ASTs with capacities of > 550 gallons that store pollutants or hazardous substances

In addition, if a facility has a single AST with a capacity greater than 1,320 gallons, the facility must also comply with the federal Oil Pollution Prevention regulation (40 CFR 112). Once a container exceeds the 1,320-gallon threshold, all containers with a capacity of 55 gallons or more are regulated under this rule. In compliance with this regulation, A Spill Pollution Control and Countermeasure (SPCC) plan must be prepared and submitted to the owner's representative for implementation.

All tanks, piping, and related equipment must be on the most recent edition of the FDEP Approved Equipment List.

If warranted, all site sample collection, site assessment activities, and all laboratory analyses will be conducted in compliance with the most current FDEP Standard Operating Procedures.

1.6.D Aircraft Hydrant Fueling System

1.6.D.1 New Installation

At Tampa International Airport, jet fuel is delivered via the hydrant fueling system from the Bulk Fuel Farm to all the airtides.

All new piping for the hydrant fuel will be double walled piping in compliance with current FDEP regulations Chapters 62-761 and 62-762, FAC.

All hydrant pits will be listed on the most recent edition of the FDEP Approved Equipment List. If a proposed hydrant pit is not on the list, the design professional or contractor will contact the FDEP and notify Authority staff as early as possible. The process of obtaining approval of a non-listed hydrant pit, or any other equipment, may involve supplemental coordination and approval by the fuel system operator, Tampa Fuel Committee.

Interstitial space will be filled with nitrogen with a pressure of 10 psi (pound per square inch) or more, or will have a vacuum with a pressure of -10 psi or less.

Pressure gauges will be installed to accurately monitor the interstitial space. Valves will be installed to allow visual monitoring for leaks and will be designed such that the proper pressure can be restored after visual testing.

1.6.D.2 Removal & Abandonment of Existing Hydrant Piping

Before the removal and abandonment of any existing hydrant fuel piping or components, the operator of the system Tampa Fuel Committee, will be contacted by the Authority in order to have the fuel removed and valves secured as needed. Once the necessary work has been completed, the Authority will notify the design professional and contractor.

Residual fuel will likely remain on the line and must be appropriately handled by the contractor in charge of the removal or abandonment of the line.

For piping that will be removed, pigging is allowed, provided that the residual fuel and the waste generated are prevented from reaching the surrounding soil and is disposed of in accordance with applicable regulations.

Piping that will permanently be left in place will be grouted once the residual fuel has been removed. In some cases, the Authority will allow some piping be left in place without grouting. However, all residual fuel must be removed and the line must be certified gas free or filled with nitrogen to prevent corrosion.

1.6.E Automotive, Emergency Generator, and Other Tank Fueling Systems

The Authority recommends that fuel tanks used for automotive and emergency generators be stored in aboveground storage tanks instead of underground storage tanks. Emergency Generator tanks will be less than 550 gallons to the extent possible. As indicated above, such tanks are exempt from FDEP regulations.

- All regulated tanks will be double walled tanks or have secondary containment in compliance with Chapters 62-761 and 62-762, FAC.

- Tanks and fuel dispensing equipment will be located as far as practical from stormwater inlets.
- For all systems that fall under the SPCC regulations, the operator of the system must have an SPCC plan prepared in compliance with the Federal regulations and submitted to EPC and the Authority before the system is put in service.

1.6.F Notification and Registration Protocol

Notify and coordinate all activities with the Authority's Maintenance and Planning & Development Departments.

Determine whether the storage tank system is a regulated system. If the system is not regulated, no tank registration is required. However, copies of the design plans will be sent to the EPC for their records and submitted to Authority staff for review.

Submit storage tank system designs and a copy of the completed Storage Tank Registration Form to the EPC for review. If a tank system is being removed, an application for Closure of Pollutant Storage Tank System Form will be submitted to EPC. EPC will review the plans and approve them or return the submittal with comments for revisions. After revisions have been made, re-submit the documents to EPC for approval. A copy of the approved plans will be submitted to the Authority.

As applicable, obtain the appropriate construction permits from the city or county and submit copies to the Authority.

Provide the Authority and EPC with advance written or verbal notices as follows:

- Ten calendar days advance notice for tank installation, replacements, or upgrades.
- 30 calendar days advance notice for tank closures.
- Send the completed Storage Tank Registration Form to FDEP in Tallahassee with copies to EPC.
- Provide the Authority and EPC a 48-hour advance notification prior to commencement of on-site work for all tank removals, installations, replacements or upgrades. If work is to be completed in stages, this 48-hour notice is required prior to each stage of work.
- After completing steps above and approval by the Authority, work may begin. (Note: If an UST system is being installed or removed, an Underground Storage Tank Installation and Removal Form for certified contractors must be completed and submitted to EPC and the Authority after work is complete on the tank system).
- Copies of all applicable forms, plans, reports, and record drawings will be submitted to the Authority's Planning and Development Department.

1.6.G Design and Installation Requirements – Reserved

1.6.H Underground Storage Tank Removal/Abandonment Pre-Tank Removal Requirements

Notification of tank closure (removal) is to be submitted to the appropriate agencies as per the protocol, including the Fire Department, or local Fire Department, as applicable.

Only a State Certified Pollutant Storage Systems Contractor will perform tank removals. A copy of the contractor's certification must be submitted prior to commencement of the Work.

A Work Plan will be prepared and submitted prior to commencement of work.

A Health and Safety Plan will be prepared and submitted prior to commencement of work.

When groundwater monitor wells are present, samples must be obtained prior to tank removal.

Tank removals will be performed in accordance with FDEP's underground storage tank or aboveground storage tank closure guidance documents (latest edition). A copy of these guidance documents can be obtained for the FDEP website at: <https://floridadep.gov/waste/permitting-compliance-assistance/content/storage-tank-systems-guidance-and-information>

1.6.I Tank and Soil Removal Operations

All interior liquid from the tank and integral piping must be properly removed and disposed of prior to tank removal.

During excavation, soil samples will be continuously screened for organic vapors following the FDEP "headspace" method using an organic vapor analyzer (OVA) equipped with a flame ionization detector (FID) or equivalent.

All contaminated soils excavated during tank removal will be placed on, and covered with, plastic sheeting and secured.

Waste Characterization soil samples will be collected and analyzed for the FDEP "Pre-Burn" constituents prior to removal of contaminated soil from site for disposal.

All contaminated soil disposal manifests will be supplied to the Authority as part of the Closure Assessment Report.

1.6.J Tank Disposal Operations

Tank will be purged for all volatile and explosive vapors prior to entry and/or removal of interior sludge.

Tank will be rendered unsuitable for future use as a storage tank by drilling or cutting holes in the tank before removal of it from the site.

Tank disposal manifests will be included as part of the Closure Assessment Report.

1.6.K Free Product Removal and Groundwater Testing

Should any free product be encountered in tank system excavation, it should be removed by appropriate methods, (i.e., absorbent mats or vacuum suction).

Should groundwater be encountered less than 20 feet below land surface, samples will be obtained from each monitor well before tank removal. If there are no monitor wells present, a temporary well point should be installed in the area of highest OVA reading or in the area of the tank fill port before excavation is backfilled.

If groundwater is more than 20 feet below grade, coordinate with appropriate governmental agency to determine if sample is required.

1.6.L Storage Tank Forms

The following forms, where applicable, should be included in the Closure Assessment Report and also submitted to the appropriate agencies:

- Application for Closure of Pollutant Storage Tank Systems which can be found at the following website:

<https://www.epchc.org/divisions/waste/storage-tank-compliance>

- Underground Storage Tank Installation and Removal Form for Certified Contractors, which can be found at the website below.
- Discharge Reporting Form and Incident Reporting Form which can be found at the website below.
- Storage Tank Registration Form and instruction which can be found at the website below.
- Limited Closure Summary Report Form which can be found at the website below.

<https://floridadep.gov/waste/permitting-compliance-assistance/content/storage-tank-system-rules-forms-and-reference>

1.6.M Closure Assessment

For sites with documented soil or groundwater contamination that has already been reported to the regulatory agencies, a closure assessment is not required prior to the removal or abandonment of USTs, ASTs, and appurtenances. However, a Limited Closure Summary Report Form must be filled out and submitted to the EPC.

For all other site, a “full” Closure Assessment is required and a Closure Assessment Report must be prepared as described below.

Closure Assessment Report will include all items from the attached checklist.

1.6.N Post-Removal Activities

Return the site to original condition or as otherwise specified.

Remove all debris.

Address contaminated soils and/or groundwater in accordance with pertinent regulatory requirements.

Provide the Authority with a copy of the complete Closure Assessment Report including all pertinent drawings and specifications.

1.7 AGT Guideways - Reserved

1.8 Landscaping and Irrigation

1.8.A Related Sections – Reserved

1.8.B Scope – Reserved

1.8.C Applicable Codes and Reference Standards

Landscape treatment will be provided in accordance with the City of Tampa Municipal Code Chapter 13 (Latest Version), Landscaping, Tree Removal, and Site Clearing, and any other applicable City of Tampa Rules and Regulations.

Plans, specifications, and inspection for landscaping will be accomplished by a professional landscape architect registered in the State of Florida.

All plant materials will be in accordance with Grades and Standards for Nursery Plants, Parts I and II, latest edition, as published by the Florida Department of Agriculture and Consumer Services. All plants not otherwise specified as being "Specimen" will be Florida Grade Number One or better, as determined by the Florida Division of Plant Industry. "Specimen" refers to an exceptionally dense, symmetrical plant, so trained or favored in its development that its appearance is unquestionable and outstandingly superior in form, number of branches, compactness, and symmetry.

Special attention should be paid in landscaping design and coordination to reduce the site's potential wildlife hazard attractants. All landscaping plans, details, and specifications should be independently reviewed by the Authority's Wildlife Biologist general consultant.

1.8.D Planning Objectives

Primary design objectives for the proposed project area will focus on the following areas of concern described below.

Maintaining and Reinforcing the Central Theme of Existing Planting Areas: By using certain varieties of landscape materials that currently exist within the terminal complex, a unity in design will result to enhance and reinforce the existing overall design concept.

Protecting Existing Plant Materials: Existing trees and shrubs will be protected.

Relocating Existing Trees: Existing trees that must be removed due to proposed construction will be relocated to a suitable location within the terminal complex whenever possible, at the direction of Authority. Tree relocation will be accomplished by a qualified and licensed mechanical tree mover and will be coordinated with Authority.

Visual Screening and Aesthetic Effects: Visual screening will be used where service-oriented and mechanical facilities, if any, are visually adjacent to public areas. Screening materials will consist of large trees and shrubs, berm/hedge combinations, or walls. Service facility walls should be softened with ground cover. The transition from parking area to public right-of-way can be made more visually pleasing with partial or intermittent screens of plant materials, which also function as a defining edge for the parking area.

Heat and Glare Reduction: Plant materials will be used wherever possible to reduce the glare and solar radiation in the airport environment created by pavement surfaces and structures. Plant materials effectively prevent the glaring light from reaching a reflective surface, block the glaring light from a reflective surface, and decrease the reflective qualities of a surface.

1.8.E Authority Standards

1.8.E.1 Soil and Planting Beds

Soils: The project site has been subject to considerable soil disturbance in the past. Soils analysis studies should be completed so that all variables are known. Soil testing locations will be designated on the Plans. Tests for soil pH, soluble salts, and organic content, as a minimum, will be conducted for each testing location. Soil testing will be conducted by an approved soil testing laboratory. Results of the analysis and recommendations for any amendments will be provided to the owner and design professional prior to any installations

throughout the project. If soil conditions are insufficient for proper plant growth, compensation for deficiencies can be made as detailed landscape plans are developed.

For the subject site, the following soil preparation will be completed prior to plant material installation. Inspections for soil medium verification will be strict, and must be in adherence with the following specification.

Preparation for tree planting areas will be as follows: Trees will grow in the existing soil, but to promote quick recovery from the transplanting process, backfill will be required that contains 60% high quality, pulverized, local brown peat; 1 cubic foot of manure per 1 cubic yard of peat; and, 40% sand loam. Backfill will be placed around the balls of all new trees. Large shade trees should have pits 2 feet greater in diameter than the size of the ball. Sides and bottoms of the pits should be scarified to increase porosity and to help root penetration into the existing soil. Care should be taken to ensure trees are planted at the proper depth, and to prevent settling of the soil. All trees should be set so that the top of the ball is 1 inch above the finished grade. For trees on sloping areas, the top of the ball should be even with the downhill side.

Shrubs require similar bed preparation. Bed areas require a minimum excavation depth of 6 inches. The excavated soil should be removed from the site and the beds backfilled with a thoroughly mixed and prepared soil containing 1 part sandy loam, 1 part peat moss, and 1 part sharp sand. Shrub areas which occur on compacted fill should have 12 inches of prepared soil. These areas require cultivation to a depth of approximately 6 inches before tilling in a topsoil mixture. Once the bed is prepared, it should be sterilized using an appropriate method to prevent weeds and unwanted growth. Bed areas which occur on slopes greater than 3:1 should be stabilized to prevent erosion until plants are established.

After bed preparation has been accomplished, plants should be spaced according to specifications and set with top of balls even with top of bed. Soil should be compacted carefully around each plant and watered sufficiently to eliminate air pockets around roots. A minimum 3-inch layer of red hardwood mulch, certified by the Florida Mulch Council, will be added after plants have been installed.

Grassed and ground cover areas should have a minimum 4 inches of topsoil over regraded subsoil. Drainage is essential, so it is expedient to cultivate sand or sandy loam into the upper 4 inches of soil to permit fine grading. All areas to be grassed should be fine graded to establish a smooth, even grade, suitable for grass placement. Any undulations that cannot be raked out should be top dressed with sandy loam. Stones 1 inch or larger, sticks, roots, or other debris exposed during this operation should be removed from the site. Areas showing weed growth will be sprayed with Authority-approved herbicides, mowed, and clippings removed from grassed areas prior to final grading.

Grassed areas which receive sod application should have sod placed so edges are touching, top dressed to fill voids with sharp sand, and rolled to eliminate undulations. The ground should be scarified as necessary immediately before sodding to provide a smooth bed. Drainage swales or channels should be protected with solid sod and/or matting as required. During construction, temporary measures should be taken to prevent erosion and sediment build-up of all drainage systems.

Protection and Relocation of Existing Plant Materials: Protection and/or relocation of existing trees will be in accordance with City of Tampa Municipal Code Chapter 13, (10/12/89).

1.8.E.2 Acceptable Plant Materials

For the purpose of unity in design, the plant list provided will form the basis of landscape design. Plant materials permitted have been selected for adaptability to existing conditions, harmony, interest in structure, texture, and ultimate growth habits. Acceptable plant materials for specific uses are shown in Table1. Shade Trees and Other Trees as listed are acceptable for use in open areas, surrounding buildings, buffer areas, and parking areas except as noted. Shrubs as listed are acceptable for use in all landscape areas. Ground Covers as listed are acceptable for mass plantings. Vines as listed are acceptable for upright growth against buildings or other structures. Any deviation from this list will require the approval of Authority's Director of Maintenance.

Table 1 – Acceptable Plan Material

<u>Shade Trees</u> Live Oak Jacaranda Oriental Sweet Gum Red Maple <u>Shrubs</u> Cast –Iron Plan Rigid Bottlebrush Dwarf Yaupon Holly Giant Liriope African Iris Indian Hawthorn Crinum Lily Florida Anise Dwarf Bufford Holly Nandina Oleander Calypso Split-leaf Philodendron Coontie Dwarf Wax Myrtle <u>Vines</u> Confederate Jasmine Coral Honeysuckle	<u>Other Trees</u> Dahoon Holly Crape Myrtle Southern Magnolia Paurotis Palm Senegal Date Palm Canary Island Date Palm Ligustrum Tree Cabbage Palm Drake Elm Chickasaw Plum (open areas only) <u>Grassed Areas</u> St. Augustine – Bitter Blue or Floratam Argentina Bahia <u>Ground Cover</u> Day Lily Lily-turf Mondo grass Confederate Jasmine Dwarf Confederate Jasmine Society garlic English Ivy Holly Fern Boston Fern
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1.8.E.3 Irrigation

Depending on location, different sources of irrigation water are utilized including reclaimed, well and municipal potable. The irrigation water supply must be site specifically verified prior to plant selection to ensure proper plant selection compatible to water type.

Sleeving: All irrigation-related sleeving will be PVC Schedule 40 and installed for the proposed project area so that sprinkler systems can be installed without the disruption of transportation systems. All piping used in planting areas will be PVC Schedule 40.

Control Valves: The control valves will be electric automatic remote control valves. All electric valves will be enclosed in plastic valve boxes. Backflow preventers will only be

used when tied to a potable system. Reclaimed water valve boxes should consist of purple polyolefin material and clearly marked “Reclaimed water – do not drink”.

- a. Small grassed areas which occur adjacent to roadway paving will be watered with small diameter pop-up heads so that close control can be maintained on wind spray.
- b. Flush lawn quick coupler valves will be provided in all landscape planted areas. They should be located so that all trees and planting areas can be reached by a 100-foot hose.
- c. Irrigation piping will not be installed on top of roadway slopes or along retaining wall toes unless cut-off valves are positioned at lower levels and away from structure.

1.8.F Erosion Control During Construction

Where slopes are equal to or greater than 3:1, jute matting or fiberglass matting should be considered to protect against erosion of the topsoil or prepared soil. Drainage systems should be protected with solid sod and/or matting, as required. During construction, temporary measures should be taken to prevent erosion and sediment build-up of all drainage systems.

1.8.G Specified Turf Varieties

Turf and grass types specified should be desirable for wildlife hazard management and, along with all Landscaping plans, should be independently reviewed by the Authority’s Wildlife Biologist general consultant.

Select grass species will not be included due to the potential to create a wildlife hazard attractant: Millet or Large-seed producing grasses.

The following turf varieties are preferred at the specified locations:

- a. Airfield – Argentine Bahia; 6-12” tall
- b. Parkway – St. Augustine*; with irrigation
- c. Terminal Facilities – St. Augustine*; with irrigation
- d. SkyCenter and Rental Car Center Facilities
[in public view] St. Augustine*; with irrigation
[back-of-house, service center areas] Bahia

* Heavily shaded areas with St. Augustine grass should be cultivar type Seville/Bitter Blue

1.8.H Anti-Perching Devices

Anti-perching devices should be utilized as needed on tall structures (light poles, signage, etc.) to deter Osprey and other large birds from perching on the facility.

1.9 Site Signage and Graphics – Reserved

1.10 Access Control

All access control equipment must comply with the following standards and must be compliant with the current version of the Software House C-Cure Access Control Headend system.

1.10.A Equipment

Card Reader: Software House TST-100-V
Door/Gate Controller: iStar Ultra SE
I/O Module: IP-ACM v2 Ethernet Door Module

1/10/B Configuration Requirements

No power over ethernet is permitted, all power shall be furnished via power supply with a maximum of one gate or two doors served by the same power supply. A battery backup system shall be specified to provide power for up to 4 hours in the event of power interruption.

No more than 16 card readers may be connected to any one iStar Ultra SE controller.

1.11 Fencing and Gates

1.11.A AOA Fence Requirements

All fence and gates that secure the AOA must conform to the following requirements and the requirements of FAA Advisory Circular 150-5370-10G, Standards for Specifying Construction of Airports.

- Fence Height: 8' chain link fence fabric with 3 strands barb wire (barb) wire not included in 8' dimension.
- Wildlife Exclusion Barrier: A subterranean wildlife barrier is required at all locations the fence is located over non-paved areas. The wildlife barrier will be constructed of 4' chain link fence fabric buried horizontally 6" underground and attached to the vertical fence fabric every 12". The fence fabric may also be installed at a downward angle such that the deepest portion of the 4' barrier is 1' 6" underground. Where necessary to avoid existing underground objects, the wildlife barrier may also be installed vertically.
- Any gate not located over pavement will have a concrete apron constructed under the gate to serve as a wildlife barrier.
- Gate Height: Gates will be constructed with a frame height 8' tall with straight coil razor wire installed on top of the gate.

1.11.B Non-AOA Fence Requirements

All fence and gates that do not secure the AOA will comply with all requirements of 1.11.A with the exception that a wildlife exclusion barrier will not be required.

1.11.C Temporary AOA Fence

Temporary AOA fences are fences securing the AOA that will not be in place 60 days or longer. Temporary fencing material is not required to be new material but shall provide a like-new appearance and condition. Temporary AOA fence must meet all requirements of Section 1.11.A with the exception that a wildlife exclusion barrier will not be required and fence posts may be driven into the ground without concrete foundations.

Temporary fence lines must resist wind loads and remain plumb and in a straight alignment. Any temporary fence that is expected to be required longer than 60 days must be removed and reconstructed to meet all requirements of Section 1.11.A

1.11.D Razor Wire

Razor wire is required over all gates and over any fence deemed by Authority Operations or TPA

PD as a high-risk area. Short and medium razor wire types are acceptable. Razor wire will be installed in a double coil configuration over high-risk fences and in a straight coil configuration over gates so as not to interfere with gate movements.

1.11.E Concrete Barricades

In areas identified by Authority Operations or TPA PD as a high risk for vehicle collisions all fence will be installed on top of or behind FDOT compliant concrete barrier walls.

1.12 FAA Systems – Reserved

Section 2 - Architecture – Building Engineering

2.1 Applicable Codes and Reference Standards

The design professional is responsible for identifying and complying with all applicable local, state and federal codes, regulations and standards.

2.2 Building Objectives - Planning Criteria

2.2.A Typical Facility Objectives

2.2.A.1 Geotechnical

2.2.A.1.1 Building Area

Previous Foundation History: A variety of structural foundation types have been used at TPA, including the following:

- a. Landside Terminal Building (1971): This building is supported on both steel pipe piles and spread footings, bearing on rock at willow rock locations. A boring was drilled at each column location. At one column location, excessive settlement was experienced, resulting from solution activity in the limestone bedrock under a spread footing at that location. The settlement initiated when three levels of the garage were added in 1982. About two inches of settlement occurred and large quantities of grout had to be pumped into the solution void to stabilize the foundation. Grouting quantity could not be predicted in advance.
- b. The foundation systems utilized for the original four airsides (1971) vary. Airsides B and C were built on pile foundations; Airsides D and E were constructed on willow spread footings. The foundations of the shuttle (AGT) system hammerhead pier and maintenance area/platforms for all four original airsides were constructed with pile foundations.
- c. Taxiway "J" Overpass (1971): Spread footings on limestone were used.
- d. Airside F (1987): Spread footings, in combination with a grouting program, were used. A boring was drilled at each column location. Grouting quantities were substantial and could not be accurately predicted in advance.
- e. Airside F AGT System Guideway Piers (1987): Drilled shafts were used. Final lengths were determined by a boring taken at each drilled shaft, plus observations during the shaft drilling operations.
- f. Quad Deck Expansion on East and West Sides of Terminal Building (1987): Drilled shafts were used. Final lengths were determined by a boring taken at each drilled shaft, plus observations during the shaft drilling operations.
- g. Long Term Parking Garage (1991): Drilled shafts were used. Final lengths were determined by a boring taken at each drilled shaft, plus observations during the shaft drilling operations.
- h. Airside A (1993) was constructed utilizing 30", 36", 42" and 48" diameter drilled piers as the foundation system. The AGT maintenance platforms and the passenger loading bridge pedestals were constructed on 48" diameter drilled shafts.

- i. Airside E (2002) was constructed utilizing spread footings. The AGT maintenance platforms and the passenger loading bridge pedestals were constructed on 48" diameter drilled shafts.
- j. Airside A Outbound Baggage Sortation Facility (2003) was constructed utilizing 48" diamante caissons under all columns and strip footings under the exterior masonry walls.
- k. Airside C (2005) was constructed utilizing spread footings. The AGT maintenance platforms and the passenger loading bridge pedestals were constructed on 48" diameter drilled shafts.
- l. Remote Parking Garage (2005) was constructed utilizing 30", 48" and 60" diameter drilled piers (caissons). The administration building was built on spread footings.

2.2.A.1.2 New Foundations

Because of the uncertainty of the limestone bedrock consistency, drilled shafts or piers have been the most prevalent foundation system in recent years. Airside E was, however, a notable exception; it was constructed on willow spread footings.

The foundation system options must be considered on a site by site basis after an extensive geotechnical investigation.

If a deep system is required, the choices include drilled shafts, piers, or caissons and auger cast piles. Mechanically driven pile systems are not allowed with close proximity of the Landside Terminal Complex.

2.2.A.1.3 Geotechnical Investigation

As a minimum, the following guidelines will be observed in the design investigation.

- a. Minimum boring grid will be 200 feet on center.
- b. Borings and testing locations will carry airport grid coordinate locations and ground surface NGVD elevations.
- c. Minimum boring depth will be 50 feet, including 20 total feet into refusal (N=50+ blows/ft) limestone material.
- d. Testing locations, procedures, and times of testing will be established well in advance of testing, and must be coordinated with the Authority. Test locations will be cleared for utilities by the Design Consultant, the Authority, and affected utility companies. All areas disturbed by testing must be restored to the satisfaction of the Authority.
- e. Sufficient field and laboratory testing will be performed to establish classifications and properties for the various strata encountered. This will include determination of Unified Soil Classifications, plasticity/consolidation properties of compressible materials, bearing values, strength properties, and groundwater conditions.

- f. Design phase load test programs will only be considered after completion of a preliminary geotechnical program, a preliminary foundation analysis, and a cost study justifying the load test program.
- g. Foundation selection will address vibration and disturbance to adjacent structures, noise, and annoyance levels, cost, risk, and constructability.

2.2.A.1.4 Earthwork

Specific recommendations will be made for the project needs in the areas of clearing and grubbing, undercutting, proof rolling, embankment construction, suitable materials, compaction, stabilization, subgrade preparation, and any special procedures that may be proposed.

2.2.A.1.5 Code Requirements

- a. Geotechnical testing will conform to applicable sections or ASTM Volume 04.08, "Soil and Rock; Building Stones; Geotextiles."
- b. Geotechnical testing and engineering will be conducted by corporations and experienced individuals licensed to practice this specialty by the State of Florida.

2.2.A.2 Structural

2.2.A.2.1 Coring, Drilling, and Anchoring into Existing Structure

Non-Destructive Testing (NDT), scanning, should be performed by a qualified professional prior to any coring, drilling, or anchoring into existing structure (slabs, beams, columns, etc.) to minimize clashes with reinforcing steel, conduits, and other subsurface conflicts. The contractor and design professional should determine the best testing method for each application, but the preferred methods are as follows:

- Elevated Slabs and other applications where plastic conduits may be present - X-Ray
- Slab-On-Grade – Ground Penetrating Radar (GPR)

2.2.A.2.2 2014 Main Terminal Building Structural Evaluation Report

Walker Consultants performed an investigation of Tampa International Airport's Main Terminal Structure: Main Terminal Structural Investigation, dated July 16, 2014. Any structural modification proposed for the Main Terminal Building or Short Term Parking Garage requires the design professional review the report noted above. Following the review, the design professional must provide a memorandum to the Authority stating what impact the report's conclusions have on the proposed modifications.

2.2.A.2.3 Designated / Delegated Design

Delegated design is the act of the design professionals leaving design responsibility to the constructor for one or more specialty scopes of the work for the construction of a project. The design professional is responsible for all design work and may not delegate design of any system without the approval of the **owner** of each systems design desired to potentially be delegated.

2.2.A.3 Architectural

2.2.A.3.1 Glare Control or Prevention

- Use roof overhangs, tinted glass, coated glass, fritted glass or applied films to control glare and reduce heat gain from the sun.
- Exterior sunscreens are generally not allowed because they provide a roosting area for birds. Reflective-type glasses are generally not considered because of the possibility of creating high intensity reflections that might temporarily cause blindness to pilots during aircraft operations.
- Consider glare patterns in the placement of light fixtures. High contrast “scallop” can be created on walls or sign faces as a result of poor fixture placement. When preparing reflected ceiling plans, show all ceiling-hung signage elements so that lighting patterns and glare potential may be reviewed. Avoid placing lighting adjacent to ceramic tile walls; the “wash” of light accentuates irregularities that are common with such a finish.
- Avoid products or conditions that can create navigation hazards. Finishes such as metallic paints can cause visual reflections and even radar interference. Sloped glass areas can cause reflection problems.
- High intensity exterior lighting fixtures will be selected that include appropriate shielding or cut off provisions to eliminate glare to roadway and walkway areas.

2.2.A.3.2 Noise and Vibration Control

- Provide for isolation joints between slab areas and between slabs and columns. This isolation will be designed to prevent the transmission of low frequency vibrations from main mechanical rooms that contain chillers, compressors, and pumps.
- Provide localized isolation for pumps, air handlers, and so forth. Consider inertia pads.
- Install sound attenuation devices on ductwork and provide acoustic treatment in air plenum areas.
- At baggage sortation areas, provide vibration isolators at all conveyor system suspension elements. Consider a sprayed-on insulation product on the bottom side of all elevated slabs for thermal and sound absorption purposes.

2.2.A.3.3 Passenger Circulation and Travel Distance

- Endeavor to maintain a maximum 700-foot walking distance from the passenger's parked car to the door of the aircraft.
- Understand the influences of the types of passenger flow as follows:

Enplaning passengers: “Trickle flow” describes the arrival rate for departing passengers. The earliest passengers arrive an hour or more before departure, and the arrivals continue a few at a time every few minutes until departure.

Deplaning passengers: “Slug flow” describes the 200-300 passengers arriving through a single doorway within a five- to ten-minute time period.

- Maintain a 30-foot minimum clear width for a double loaded concourse walkway.
- Position passenger check-in counters so they are set back a minimum of 16 feet from the edge of the concourse walkway to accommodate the passenger queue. By setting the check-in counter at a ± 60 degree angle relative to the concourse walkway, the available queuing area can be increased. The angular placement of the counter also provides improved sight lines for the gate number signage on the check-in counter back wall. (See 2.2.B.1.6, 2.2.B.2.2, and 2.2.B.2.3 for notes regarding ticket counter and back wall design.)
- Arrange seating and check-in counters to create separate enplaning and deplaning aisles within each holding area. Provide a direct gate to walkway alignment for deplaning aisle. Locate the enplaning aisle parallel and adjacent to the outside wall.
- Provide stairs adjacent to up and down escalators as a backup system when the escalator(s) may be out of service. Minimum escalator tread width will be a nominal 40 inches to accommodate a single passenger with carry-on baggage.

2.2.A.3.4 Building Occupant Load and Miscellaneous Code Issues

With the 1991 edition, the Life Safety Code, NFPA 101, began to recognize the unique occupancy conditions associated with airport terminal buildings. Table A.7.3.1.2 provides airport terminal load factors to assist in calculating the occupant load.

Table A.7.3.1.2 (NFPA 101-2000) Airport Terminal Occupant Load Factors	
Airport Terminal Area	Area/Person
Concourse (circulation area)	100 sf / person
Waiting areas (seating areas)	15 sf / person
Baggage Claim	20 sf / person
Baggage Handling	300 sf / person

Other terminal space occupant loads that have been generally agreed to by the City of Tampa Building Department and Fire Marshal includes:

Gift shop (mercantile)	60 sf / person
Lounge / restaurant (small assembly)	15 sf / person
Airline operations (business)	100 sf / person
Storage	300 sf / person
Mechanical / Electrical (storage)	300 sf / person
AGT Maintenance (storage)	No occupant load
Toilet Rooms	No occupant load

Section 12.2.3.3 includes Exception No. 2 which allows exits to be distributed around the perimeter of the building. Exiting distances become more workable, but most of the exit doors must now be equipped with special delayed release locking hardware to maintain aircraft operations area (AOA) security. In Airsides F, A, E, and C, exterior exit stairs are provided at frequent intervals around the building perimeter. These stairs are served by exit doors with delayed release exit hardware that is interfaced with an access control system based on a computer/identification badge program. Section 7-2.1.6, provides the guidelines for this operation (refer to subsections 2.2.A.3.5 and 2.2.A.3.6 for the functional features of the access control system and the delayed action fire alarm system).

In addition to the interior and exterior exit stairs, the elevated emergency walkway between the AGT guideways has been recognized as an acceptable exit, or area of refuge. Other potentially applicable NFPA fire codes include (but are not limited to) the following: NFPA 1, Uniform Fire Code; NFPA 10, Standard for Portable Fire Extinguishers; NFPA 13, Standard for the Installation of Sprinkler Systems; NFPA 20, Standard for the Installation of Stationary Pumps; NFPA 30A, Code for Motor Fuel Dispensing Facilities and Repair Garages; NFPA 70, National Electric Code; NFPA 72, National Fire Alarm Code; NFPA 80, Standard for Fire Doors and Fire Windows; NFPA 88A, Standard for Parking Structures; NFPA 92B, Standard for Smoke Management Systems in Malls, Atria, Large Areas; NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations; NFPA 105, Standard for the Installation of Smoke Door Assemblies; NFPA 110, Standard for Emergency and Standby Power Systems; NFPA 111, Standard for Stored Electrical Energy Emergency and Standby Power Systems; NFPA 130, Standard for Fixed Guideway Transit and Passenger Rail Systems; NFPA 221, Standard for Fire Walls and Fire Barrier Walls; NFPA 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations; NFPA 407, Standard for Aircraft Fuel Servicing; NFPA 409, Standard for Aircraft Hangars; NFPA 415, Standard for Airport Terminal Buildings, Fueling Ramp Drainage, Loading Walkways; and NFPA 780, Standard for the Installation of Lightning Protection Systems.

NFPA 415, Section 2-1.5, addresses architectural features that may be required if potential fuel spill points (such as fuel hydrant boxes) are located less than 100 feet horizontally from glazed building walls. Section 3-1.1 addresses minimum ramp slopes away from terminal buildings.

Relatively obscure code provisions can create difficulties for design professionals if they are not considered in the early schematic phase of a project. NFPA 415, Section 2-2.2, restricts the placement of exhaust outlets, or air intakes, on the aircraft ramp side of the building. Openings will not be less than ten feet above grade level of the ramp." This provision has required several creative solutions to accommodate kitchen makeup air and exhaust, and tenant area toilet exhausts.

2.2.A.3.5 Access Control System (ACS)

In compliance with Transportation Security Administration (TSA) Part 1542, the Authority has an Airport Security Program incorporating the use of a computerized Access Control System (ACS). The ACS software (CCure800) and processing panels are manufactured by Software House. This ACS controls select doors and gates throughout the airport terminal complex and airfield.

The system has the capability to:

- Ensure that only those persons authorized to have access to secured areas are able to obtain that access.
- Deny access immediately at the access point(s) to individuals whose authority to have access changes.
- Differentiate between persons authorized to have access only to a particular portion of the secured area or to the entire secured area(s).
- Restrict an individual's access by time and date.

Upon authorization, security training, and an FBI background check, employees of the airport, tenants, or contractors may be issued an Airport Identification Badge that incorporates a uniquely identifiable electronic code. When the proximity badge is presented to the badge reader at either side of the door or gate, the system confirms access authorization according to the particulars previously entered into the individual's computer record.

In addition, select components of the Access Control System have been installed in other non-secure access points (i.e., Authority Offices). For these doors, exit activation of the door release mechanism is usually controlled by a motion sensor and/or panic hardware.

The ACS host computer is located in the Communications (Comm.) Center. The access status of each employee is programmed into the system by way of a terminal located in the Operations Department. Comm. Center personnel monitor the system's operation and report alarm conditions to the Airport Police Department. At many portals, an alarm condition initiates a video scan of the location that can be recorded and reviewed.

The ACS host computer is networked with processors which are located at each airside building through a fiber optic conductor network. From these processors, the network is distributed to local processors, which generally are located in nearby mechanical or electrical spaces that can support four door openings. At doors, power supplies and timer modules interface with either electromagnetic locks or electronic panic devices to provide controllable access through the portal. At gates and turnstiles, the card reader interfaces with contacts to start a gate operator or release a turnstile.

Access-controlled building doors are also interfaced with the fire alarm system to allow a complete release of all doors in the event of general building alarm activation.

2.2.A.3.6 Closed Circuit Television (CCTV) System

The Airport utilizes CCTV for various security and operational purposes. The system transmits video via coaxial and fiber optic cable. The CCTV cameras consist of pan/tilt/zoom and fixed mount lens type that redesigned for both interior and exterior environments. Video is transmitted back to the Airport Communications Center where by the cameras can be controlled through video switchers located in Airport Operations, the Airport Police Department, and the Communications Center. Many cameras and associated video signals are linked to the access Control System that displays video upon a generated alarm. All CCTV cameras are digitally recorded on a 24-hour basis.

Typical areas with CCTV monitoring include:

- Passenger screening areas at the airsides
- Airside concourses and exit doors.
- AOA turnstiles from the truck court (at the airsides)
- AOA vehicle gates (at the truck courts and around the airfield)
- At the monorail and shuttle stations (at the airsides, at landside, and in the Long Term Garage)
- At entry/exit doors at baggage makeup areas (AOA)
- And at many other selected areas
- The CCTV system continues to expand. A design professional must meet with the Operations and Police Departments to establish and confirm the definitive needs for a particular project

2.2.A.3.7 Federal Inspection Services (FIS) Security

In Airside F, a second door security system is installed to maintain a sterile accessway for arriving international passengers. At each of the international arrival ramps, a door interlock has been created with a pair of doors above and a pair of doors below the loading bridge entry/exit door. An electromagnetic lock system allows for only one pair of doors to be open at one time. The locking arrangement is controlled by key switches operated by an airline gate agent. In the most frequently used condition, the domestic mode, doors above the loading bridge door (located between the holdroom and the loading bridge door) are held open by energized electromagnetic door holders (their electromagnetic locks are de-energized). The second pair of doors below the loading bridge door is locked with electromagnetic locks preventing access to the lower level FIS processing area.

When an international flight is due to arrive, the gate agent resets the key switch reversing the locking arrangement. The electromagnetic holders on the upper doors are de-energized which allows the doors to close against an energized electromagnetic lock. The upper doors are then secure. As a result of the same key switch operation, the magnetic locks on the lower doors are de-energized which allows them to open. As the passengers move down the ramp, the doors can be opened and then held open by the electromagnetic holders which are now energized. When the last passenger passes through the lower door opening into the FIS screening area, the gate agent activates another key switch which resets the interlock to the domestic operation mode

2.2.A.3.8 Fire Alarm Pre-Signal System

With the activation of a pull station, smoke detector, heat detector, or sprinkler flow switch, an audible signal and visual display are indicated at the local building annunciator and at the Comm. Center. An alphanumeric display is illuminated on the fire alarm control panel, a graphic representation appears at the “satellite” annunciator at the airside, security office, and the fire control rooms, and a user-defined English language description is transmitted to the Comm. Center CRT displays and line printers. Activation of a duct detector on an air handling unit will

immediately shut that unit down. Additional HVAC control sequences may occur as a result of building control system programming. A local indicating lamp will light at locations of the area detector or duct detector initiating the alarm.

Upon activation of any elevator lobby, elevator machine room, or elevator hoistway smoke detector, Phase I recall will be initiated at that elevator (or bank of elevators), and the elevator car will return nonstop to its designated service level where the doors will open and remain open. The "Do Not Use Elevator" lamp will illuminate at the designated level.

Upon activation of an elevator machine room or elevator hoistway heat detector, the system will shunt trip the elevator controller operating power after the above recall event has successfully landed the elevator at the appropriate level and opened the doors.

Once the alarm is displayed, the Comm. Center notifies the airport police dispatcher of the alarm and an officer is dispatched to assess the alarm condition. If within a five-minute time period, the alarm is determined to be false, the system will reset and all functions will return to normal. If the alarm is verified as valid, the officer immediately advises the Comm. Center of the details and a general alarm is initiated.

At a general alarm, the City of Tampa Fire Department is notified (apparatus will be dispatched), a contact closure is made with the access control system, and all delayed-action door operators are immediately released. One of several prerecorded messages is broadcast over the annunciator speaker system, and the strobes begin to flash.

In the event the police officer is unable to complete alarm verification within the five-minute pre-signal period, a general alarm is initiated and all operations previously mentioned will occur.

2.2.A.3.9 Shunt-Trip Operation, Building Power, and AGT Power

Power feeds for both the airside building and its AGT system generally occur on the airside end of the AGT route. Typically, each system has its own switchgear room with dedicated transformers and switchgear. The buildings use 277V/480V, and 120V/208V systems, and the AGT system is typically 600V.

As a life safety precaution, the Fire Marshal has required the capability of de-energizing both power systems from either switchgear room. Typically, the local switchgear can be de-energized with a few disconnect pulls. In order to de-energize the entire building and the guideway, shunt trips for the other system will be located on the switchgear room wall, within steps of the main gear disconnects.

2.2.A.3.10 Tempered Glass

Shortly after opening in November 1987, Airside F experienced a large amount of spontaneous tempered glass breakage that was essentially due to nickel sulfide intrusion. The problem became so severe that the facility was ultimately completely re-glazed with laminated glass. Apparently, the quality level of tempered glass in the mid-1980s deteriorated to such a degree that the industry as a whole began to discourage its use.

As a result of the Airside F difficulties, the Authority now specifies that all areas requiring safety glass (per Florida Building Code, Chapter 24) will be finished with

laminated glass. The only exception might be the use of 1/4-inch clear tempered glass for infill in “normally-sized” storefront entrance doors.

For exterior purposes, Airside A used a 1-foot, 8-inch-high curb to eliminate the safety glass requirement, and 9/16” thick laminated heat-strengthened glass to achieve the strength necessary to achieve the opening sizes desired.

Airside E: (All Viracon Products)

Type 1: 9/16” laminated VH 13075, HS/HS
1/4” clr with VE-1-85 coating, #2
.060” PVB interlayer
1/4” gry

Type 2: 9/16” laminated VH 13-75 HS/HS spandrel
1/4” clr with VE-1-85 coating, #2
.060” PVB interlayer
1/4” gry with V907LF blk, #4

Type 3: 9/16” laminated VH 13-75 HS/HS
1/4” clr with VE-1-85 coating, #2
.60” PVB interlayer
1/4” gry with V907LF blk, pattern 5006, #4

Type 4: 1” insulated glass, Low E, HS/HS
1/4” gry with VE-3-2M coating, #2
1/2” air space
1/4” clr

Type 6: 1” insulated glass, Low E, HS/HS
1/4” gry with VE-3-2M coating, #2
1/2” air space
1/4” clr with V907LF blk, pattern 5006, #4

Curtain wall and storefront systems:

Kawneer 1600, nominal 2 1/2” x 7”
Kawneer Tri-fab 450, nominal 1 3/4” x 4 1/2”

Specialty long span truss curtain wall system:
Advanced Structures, Inc. Marina del Rey, CA.

Airside C: (All Viracon Products)

Main glass: 1” insulated glass, Low E, HS/HS
1/4” Evergreen with VE-8-2M coating, #2
1/2” air space
1/4” clr

“A” glass: 1” insulated glass, Low E, HS/HS (appears “frosted”)
1/4” Evergreen with VE-8-2M coating, #2
1/2” air space
1/4” clr SK/P V1086 S1M SANDBLAST #3
SCRN/P1 3058 #3

“B” glass: 1” insulated glass, Low #, HS/HS (appears “frosted”)

	1/4" Evergreen with VE-8-2M coating, #2
	1/2" air space
	1/4" clr SLK/P1 V185 S11M ACID ETCN #3
	SCRN/P1 3058 #3
"C" glass:	1" insulated glass, Low E, HS/HS (fritted)
	1/4" Evergreen with VE-8-2M coating, #2
	1/2" airspace
	1/4" clr SLK/P1 v175 lf opaque white #3
	SCRN/P1 5006 #3
"D" glass:	1" insulated glass, Low E, HS/HS
	1/4" gry with VE-3-52 coating, #2
	1/2" air space
	1/4" clr
"5D" glass:	1" insulated glass, Low E, HS/HS (spandrel)
	1/4" gry with VE-3-52 coating, #2
	1/2" air space
	1/4" clr APD/P1 V175 LF (opaque wht) #4
"E" glass:	1" insulated glass, Low E, HS/HS (spandrel)
	1/4" Evergreen with VE-8-2M coating, #2
	1/2" air space
	1/4" clr
"G" glass:	1" insulated glass, Low E, HS/HS
	1/4" clr with VE-1-2M coating, #2
	1/2" air space
	1/4" clr

Curtain wall System:

Vistawall:	Several frame configurations, 2 1/2" wide X 6 1/2", 7 1/4", 8 1/2, and 12 1/4" deep
	Interior Tempered Glass System:
	RDM Glass Systems (Inkan Limited), Ontario,
	Canada:
	1/2" and 3/4" glass panel system with 14" fins.

2.2.A.3.11 Maintenance Contracts

For nearly 30 years, the Authority Maintenance Department has maintained exclusive service contracts with various equipment and system manufacturers. Over the years, these contracts have resulted in competent regularly scheduled preventative maintenance, and in several cases, full-time, on-site representation for emergency maintenance. Current service contracts include:

Bombardier	for airside to landside AGT systems for monorail system at the Long Term Garage
ASIG	for hydrant fuel system
Bombardier	for monorail system at the Long Term Garage
Carrier	for chillers (building/preconditioned air) and chilled water systems
Com-Net	for EVIDS System
Johnson Controls	for building control system (Metasys - EMCS)
Schindler	for elevators, escalators, and dumbwaiters

Simplex	for fire alarm system
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2.2.A.3.12 Toilet Room Design

Restroom design in public areas of the main terminal will comply with the requirements of the Main Terminal Interior Design Criterial Manual.

Fixture Counts: With the construction of Airsides F, A, E, and C, the CAA has exceeded the minimum standards for fixture counts as listed in the Florida Building Code-Plumbing (FBC-P). The increased fixture quantities have been developed in response to estimated slug load passenger counts at the terminal's peak load condition. The design professional will review any updates to the passenger loading forecasts before finalizing any toilet facility modifications. The design professional will also refer to the FBC-P, Paragraph 403.1.1, for special male/female fixture ratios associated with assembly occupancies. (potty parity)

Entry Detailing: Typically, a semi-circular maze arrangement is used, with carpeted wall for acoustical control (without doors). The minimum clear width will be 5 feet. The maze floor is typically carpeted, and a marble threshold transitions to ceramic tile upon entering the toilet room.

Finishes: Walls, within the toilet room, are typically clad full height with ceramic tile (minimum size is 4 inches by 4 inches), with 1/8 inch maximum joints, and gray grout. Floors are also ceramic tile (minimum size is 8 inches by 8 inches), with 1/4 inch or smaller joints, and gray grout. Ceilings will be painted gypsum wallboard. Refer to section 3.9B.

Minimum Circulation Clearances: Toilet stall to front face of lavatory will be 5 feet, 6 inches; toilet stall door to toilet stall door will be 6 feet; front face of lavatory to front edge of urinal will be 6 feet, and a minimum walkway clearance will measure 5 feet.

Toilet Partitions, Toilet Accessories, and Toilet Fixtures/Fittings: The Authority maintains strict and well-defined standards for these components. Refer to Sections 3.10.A, 3.10.E, and 3.15.F, for a detailed listing of the respective Authority standards.

Trash Receptacles (in toilet rooms): A trash receptacle (R) must be placed adjacent to one edge of each lavatory (L). A typical configuration at a lavatory wall would be: L-R-L-L-R-L. In addition, a receptacle is to be placed on each side of the entrance/exit doorway.

Diaper Changing Facilities: Each toilet room (both men and women) will be equipped with a diaper changing area. A counter with an integral sink will be fabricated of Corian (or equal) and will have a raised front edge. The counter will have a minimum length of 6 feet, and the sink will be placed at one end, leaving a 4-foot clear shelf width. The counter depth will be 2 feet. Counter detailing will make ADA compliant accommodations for individuals with disabilities. Adjacent toilet accessories will include a towel dispenser, a soap dispenser and a waste receptacle.

Women's Vanities: Each woman's toilet room will be provided with a "makeup" vanity counter, fabricated from Corian (or equal). Length can vary from 8 feet to 16 feet, depending on toilet room capacity. Counter depth will be 1 foot. A full width stainless steel-framed mirror will be installed above the counter to a height

of 6 feet, 6 inches, approximately. A duplex outlet will be provided for every 6 feet of counter length.

Mirrors: All mirrors will be framed in stainless steel. Each women's toilet must be equipped with a 24-inch by 60-inch-high, full length mirror, mounted 1 foot above the floor.

Companion/Family Toilets: At each large toilet room grouping, provide a separate private toilet room that is accessible by an individual with disabilities (of either sex), who requires assistance from a spouse, nurse, or companion. The room should be at least 80 square feet in area. Corian (or equal) shelves will be provided for baggage and diaper changing. All plumbing fixtures installations will be ADA compliant. A junction box for an emergency call system will be roughed in, between the toilet and lavatory, at a height of 1 foot, 4 inches above the floor. All finishes and accessories will be consistent with standard toilet room construction.

Plumbing Chase Design: All plumbing chases will be designed to provide a minimum clear access walkway, 2 feet, 6 inches wide by 6 feet, 6 inches high, between the fixture carriers. Such a space is necessary to access and service the electronic flush valves, the electronic faucets, all fixture traps, waste line cleanouts, and water service branch isolation valves. Chases will be accessible from outside the toilet room such that a female plumber can service a men's room fixture, or vice versa. A 3'-0" wide door will be provided for access. Floor drains must be provided at each lateral cleanout location. A waterproofing membrane will be installed on all chase floors. The membrane will be turned up the perimeter wall a minimum of 2" to create a "mini-sump". Appropriate linear fluorescent fixtures will be provided to effectively illuminate any serviceable area. The light will be switchable at the chase door. Duplex outlets must be provided at 20 feet on center. All piping penetrations through elevated floors will be waterproofed. All valves within the chase will be located at or beneath 7 feet above the floor.

Floor Drains: Floor drains will be located frequently within the toilet room; allow one drain for each 500 square feet of floor area. Drains will be located near the wall and between fixtures, or under toilet partition sidewalls. The drain placement will be away from any traffic areas (refer to chase requirements listed previously)

Cleanouts: Waste cleanouts will be placed at the end of each fixture bank lateral.

Janitors Closet: All closets will include a floor sink and a mop holder. Walls abutting the sink will be clad with ceramic tile (4" x 4" minimum size) to a height of 6' - 0" and a width of 1' - 4" beyond the sink edge. The mop holder will be installed in a position that will allow the mop to drip into the floor sink.

Walls beyond the tile areas will be painted gypsum wallboard to a height of 8' - 0". All plumbing lines and electrical conduit and junction boxes must be concealed behind the wallboard. The remainder of the space, above 8' - 0" can remain unfinished with exposed studs, conduit, piping, valves, etc.

Art Glass: All new and/or remodeled multi-person restrooms at TPA will include an "art glass" wall panel system, utilizing images from the Authority's existing catalog of approved photographs. Designer will evaluate similar installations in existing campus restrooms for reference on preferred locations, size, design intent, etc. Refer to section 3.9C.

2.2.A.3.13 Housekeeping Facilities

Vacuum cleaner outlets, 20 amp/120v, hospital-grade, will be located in carpeted areas within 100' of any point within that area. Breakroom facilities will be provided for the housekeeping staff that includes a counter with a sink, a microwave oven, a refrigerator; other furnishings within the space may include a rectangular table (seating 6) and a desk and chair. Thirty-to-forty half lockers, 12" wide x 36" high x 16" deep, will be provided for storage of personal items. Lockers will have a padlock hasp.

2.2.A.3.14 Bird Control

Building designs will discourage the roosting of pigeons and other nesting birds by minimizing the amount of ledges and protected surfaces where nesting might occur. The building envelope will be sealed as necessary with grilles, screens, etc., to prevent bird entry. In areas where the design may create a roosting area, a proven means of discouraging birds will be used; such as low-voltage wiring strips along parapet walls, low-visibility nylon lines crossing the areas, nylon netting around cooling towers, etc.

2.2.A.4 Equipment/Furnishings

2.2.A.4.1 Ash/Trash Receptacles

The construction of Airside A prompted the development of new receptacle that has been repeated on many subsequent renovations. The stainless steel unit can be fabricated with a sloped top or a sand tray (smoking areas). Typically, it is fabricated with a wall-mounting bracket. The piano-hinged access door has a concealed latch and an integral raised lip receptacle shelf. A removable cylindrical galvanized receptacle sits on the shelf.

2.2.A.4.2 Landside Ticket Counters

During 1999-2000, a project was initiated to replace the airline ticket counters on the Ticket Level. The resulting shell configuration consists of stainless steel clad end pylons bridged by a solid surface cowling to conceal the computer monitors. Two solid surfaces are overlaid on stainless steel clad front panel. This has an overall width of 6' - 0".

Stainless steel clad bag wells are placed on each side of a ticket counter module. The "floating" top design for the bag well allows for the installation of electronic scales on an as-needed basis. Digital readouts are provided on the cowlings ends on each side of the bag well. The typical width of a bag well is 3' - 0". On the agent side of the counter line, the shell is filled with an insert cabinet that is generally designed and built to the particular airlines specifications. Typically, the insert design and detailing reflect the functional needs of the airline including the after hour security of ticket and bag tag stock. The design has generally evolved from work flow and ergonomic studies.

Shortly after the ticket counter replacement project was completed, the airlines began replacing many of the manned ticket counters with customized self-service E-ticket units. Many airlines installed a "corporate-standard" full height pedestal units, while others have chosen to install a small drop-in CRT module into a modified Authority counter shell. To date, the airlines have been generally receptive to making minor material adjustments to ensure visual compatibility with the Authority standard counter design. Most units are utilizing stainless steel and solid surface cabinetry.

2.2.A.5 Conveying Systems

Elevator entrance design has become a somewhat complex problem. The arrangement of up to ten distinct elements that may be necessary at an elevator entrance requires research and coordination with the elevator vendor, and numerous other contractors. The six items typically installed by the elevator installer include the call button unit (with or without the key switch), the hall lantern (indicating direction of travel), the current floor indicator (above the door), the fireman's phone outlet, the emergency sign explaining firefighter's operation, and the "Do not use elevator when flashing" signal light. In addition, other signage elements are required: a directory sign (that indicates the spaces accessed on the other floors via this elevator), an "In case of fire" sign, possibly a wall bumper (in a service corridor) and possibly a tenant requested sign (intended to provide instructions to flight crew members).

At airside buildings, it is frequently necessary to equip an elevator with special access-control components to prevent the unauthorized access to a secure level of the building by the general public. The most frequently used controls are proximity cards (which require an interface with the airport's access control computer) or a digital keypad. A reprogrammable digital keypad can be programmed to a "corporate" code that will allow out-of-town flight crew members to access the airline's operations areas.

2.2.A.6 Miscellaneous Structural Considerations - Reserved

2.2.A.7 Miscellaneous Plumbing Requirements

Provide ½-inch water stub up and 2-inch sewer stub up for electric water coolers (typically a tenant provided item). The design professional should consult with each tenant regarding the desire and need for water coolers.

Prepare waterproofing details for all piping penetrations through elevated floor slabs. Coordinate with fire safety system.

All public toilet rooms will have 24 volt electronic flush valves on water closets and urinals and electronic faucets with blended water at lavatories.

Provide access panels when it is necessary to conceal a valve or other device that may require service or adjustment. Generally, it is preferred to locate such devices within service spaces, such as janitor closets, or plumbing chase, where they can be directly accessible. The components should be located within 7 feet of the floor (accessible without a stepladder). If an access panel is required in a tiled wall, it will be fabricated in stainless steel.

Provide frequent placement of cleanouts (particularly at changes of direction) in all underground storm, sanitary, grease, and specialty waste lines.

Provide tenant sub-meters on each tenant water service line. Meters must be accessible for monthly readings (accessible without a stepladder).

Provide a separate city water meter for cooling tower makeup water and cooling tower blow down. Meters must be purchased from the City of Tampa.

All "P" traps, shutoff valves, and faucet electronics will be located inside the plumbing chase.

All watercloset and urinal flush valves will be located in the plumbing chases.

Electric water heaters (EWH) will be roughed-in (plumbing and electrical) so that they can be easily removed and replaced without unsoldering or cutting piping. Locate adjacent to a floor drain.

Install gate valves immediately adjacent on either side of any pressure-reducing valve. Install pressure reducing valves in an accessible area below 7' - 0" above finished floor.

Install domestic water isolation valves on branch lines 2" and larger.

Coordinate floor drain locations with structural framing.

Do not install storm, sanitary piping, drainage piping, or HVAC pans or piping directly over electrical equipment, including panels. Do not run pressurized liquid (domestic water, chilled water, etc.) piping through electrical rooms.

Design water supply system for toilet rooms with valve zones so that only a small portion of the room must be shut down to service a particular component.

Install floor drains with trap primers and hose bibbs in all mechanical rooms.

All piping and conduit will be concealed in all finished interior spaces and on the exterior of the building.

Design domestic water pumps, so that one pump can be mechanically and electrically isolated to enable the other pump to remain operational (100% redundant and alternating function). Provide a full size bypass line on the domestic water system downstream of the booster pump package.

Provide a duplex in-line filter/strainer on the inlet to the domestic water pump.

Provide conductivity monitoring sensor on incoming city water and interface with BCS (METASYS).

Install gate valves immediately adjacent on either side of an air separator or a pressure reducing valve.

Provide cleanouts at the top of all sanitary risers. Provide cleanouts at the ends of all laterals and at all sanitary drops. Provide cleanouts at the end of all branch lines. Install floor drains beneath all cleanouts.

Coordinate the location of all storm and sanitary cleanouts with Authority maintenance prior to installing any piping.

2.2.A.8 Miscellaneous Fire Protection Requirements

A standpipe system will be an automatic wet system, class 1, 100 psi residual pressure at the most remote hose connection.

All fire sprinkler valves will be located in accessible areas. Access must be possible without a stepladder. If the valves must be concealed, appropriately sized access panels must be provided to allow inspection and/or servicing.

Fire sprinkler zone drain lines will be located at non-traffic locations and will terminate at a floor drain.

Utilize only UL-Listed hot-dipped galvanized hangers and threaded rods to support sprinkler system components in non-conditioned spaces such as: tug tunnels, bag make up areas, shuttle maintenance areas, and sheltered areas (exterior, but under cover.)

Utilize only UL Listed pipes and fittings for wet pipe and dry pipe systems. Pipe and fittings in non-conditioned spaces such as: tug tunnels, bag make up areas, shuttle maintenance area, sheltered areas (exterior, but under cover.) will be factory hot dipped galvanized.

All fire protection equipment and devices will be UL Listed and FM approved.

The design professional will carefully consider the potential impact of an accidental discharge or leak from a wet pipe system in rooms housing significant electrical equipment or electronic systems. Increased fire separation provisions may eliminate the sprinkler requirement or negate the need for a dry pipe or pre-action system.

2.2.A.9 Miscellaneous Mechanical Requirements

Provide air conditioning for all mechanical equipment rooms, electrical distribution rooms, systems rooms, the sound rooms.

Install large mechanical system components (chillers, pumps, etc.) on isolated sections of floor slab to reduce vibration transmission throughout the structure.

Provide access panels when it is necessary to conceal a valve, damper, or other device that may require service or adjustment. Generally, it is preferred to locate such devices in mechanical equipment rooms, janitor closets, or plumbing chases. If an access panel cannot be avoided, coordinate location with the Architect.

Air handling unit condensate will drain to the storm sewer system. Chillers will be painted.

Specify a three-to-five year full service extended warranty on any new chillers in addition to a renewable maintenance contract. The warranty documents will list the monthly cost to the owner for term of the warranty.

Provide sensors to monitor condenser water conductivity and pH, and interface with BCS (METASYS).

Provide vibration isolators on pipe hangers for the preconditioned air system (glycol) piping.

Cooling tower water piping and flange connections exposed to water spray should be constructed of PVC or coated steel.

Provide isolation valves in main glycol piping loop and branch line connections to main header.

All air handling unit equipment condensate drains will be piped to the nearest storm drain line. All air handling unit equipment on large scale "green field" projects, install a condensate collection system to recycle condensate "waste" as make up to replace evaporated condenser water. See system installed at Airside C.

2.2.A.10 Miscellaneous Power Requirements

No exposed conduit will be allowed in janitor closets beneath 8 feet above the floor.

All electrical distribution rooms will be air-conditioned.

Provide GFI (ground fault interruption) at vanities and between lavatories; an outlet must be adjacent to each lavatory.

Install gray 20 amp/120 volt hospital-grade outlets in carpeted areas (100 feet maximum spacing) for carpet cleaning equipment.

Provide power to irrigation system components such as pumps, controllers, and solenoid valves.

Provide power to all parking gates and electrical sliding gates.

Provide power stub-ups for FIDS system.

Extend normal and emergency power to subpanels in each tenant area.

Provide power source for low voltage 24VDC valves or lavatories, urinals, and water closets. Connect no more than three sensors to each transformer.

Rough-in empty conduit for an intercom system at each tenant's access-controlled security door. Rough-in power to master station location and rough-in system conduit between master station and substation. Typically, the substation will be located on the non-secured side of the access-controlled door hardware for the system will be provided by the tenant).

Rough-in empty systems conduit (for an emergency call system) to a location 1 foot, 4 inches off the floor, between the watercloset and the lavatory in all companion toilets. Extend conduit to near systems room to allow interface with a future master station that may be installed in the security office or the Communications Center.

Provide separate electrical meters, located in satellite electrical rooms, for each tenant space.

Provide emergency power to the waterproof duplex outlets in the elevator and escalator pits.

Provide GFI receptacles in the elevator machine rooms and central plant spaces.

Construction documents will outline all work to be performed. Drawings will show new branch or feeder circuits and identify panel and breaker numbers where originating, size of conduit, size of wire, number of conductors and full load current.

Provide a complete riser diagram if any electrical panels are added. (Having an accurate and complete riser diagram is a necessary tool to support the ongoing maintenance operation as well as provide for future development of the power network.)

Office Design: Provide a clean power receptacle in addition to a normal power outlet at each computer network data outlet. Provide separate transformer, dedicated panel and surge suppression when practical.

2.2.A.11 Miscellaneous Lighting Requirements

All HID downlights will be specified to have a protective glass lens to prevent hot glass from falling in the event of a lamp explosion.

Lighting at all exit stairs will be on emergency power.

Avoid using "shear" light along the walls; it accentuates all imperfections.

Do not install light fixtures (or speakers) above areas inaccessible to a lift device. Lower height construction such as bar/food service and preparation areas, planters, and escalators and stairs can make lamp maintenance impossible.

Provide appropriate lighting to enable nighttime servicing of the cooling tower.

Do not provide switches for toilet room lighting. They are always turned on. The only control is the breaker at the panel.

Provide emergency power to the light fixture in the elevator and escalator pits.

Minimize the use of fluorescent light fixtures. Lamp cost is high and replacement frequency is often.

2.2.A.12 Miscellaneous Systems Requirements

Provide raceways and conductors to monitor and control all elevators from the Communications Center.

The fire alarm system will be the pre-signal system operated through the Communications Center.

Provide data stub-ups for FIDS system.

Provide data raceway system and stub-ups for FIDS system.

Route systems cable tray (data, phone, fire alarm, CCTV, and so forth) to each tenant space.

Provide Gaitronic 280 series telephone in all elevator cabs.

Provide heat detectors in elevator pits.

Provide fire alarm speaker "strobe" devices in all enclosed rooms.

System vendors will provide source codes to allow local software adjustments. Systems include access control, fire alarm, and building management.

Provide fire alarm system annunciator in the fire control room (off the truck court) and in the security office. The system will also provide alarm notification to the Comm. Center in the Service Building.

When possible, expand existing fire alarm and building control systems instead of introducing new systems. Simplex and Johnson Controls are the manufacturers of the existing systems.

2.2.B Airside Terminals and Truck Courts

2.2.B.1 General Planning Criteria

2.2.B.1.1 Building Envelope Limitations

Provide raceways and conductors to monitor and control all elevators from the Communications Center.

The fire alarm system will be the pre-signal system operated through the Communications Center.

Provide data stub-ups for FIDS system.

Provide data raceway system and stub-ups for FIDS system.

Route systems cable tray (data, phone, fire alarm, CCTV, and so forth) to each tenant space.

Provide Gaitronic 280 series telephone in all elevator cabs.

Provide heat detectors in elevator pits.

Provide fire alarm speaker "strobe" devices in all enclosed rooms.

System vendors will provide source codes to allow local software adjustments. Systems include access control, fire alarm, and building management.

Provide fire alarm system annunciator in the fire control room (off the truck court) and in the security office. The system will also provide alarm notification to the Comm. Center in the Service Building.

When possible, expand existing fire alarm and building control systems instead of introducing new systems. Simplex and Johnson Controls are the manufacturers of the existing systems.

2.2.B.1.2 Shuttle System Design Issues

Provide a 2° angular splay from station centerline for the shuttle station tunnels. The widened exit lobby "throat" allows for better queuing distribution at all entry doors along the boarding area. The minimum lobby width dimension should be 27' - 0".

When designing the tunnel envelope, provide emergency egress doors for any possible vehicle stop location. Misalignment of doors is extremely rare, but all scenarios of misalignment must be planned for, including the worst case of striking and collapsing the buffer. Typically, the emergency egress doors have been concealed by the panel systems between the doors. The existing airside buildings present various approaches to the detailing of these doors.

The maintenance area for the shuttle system is typically constructed at the airside end of the system. The area required for a typical maintenance area is approximately 9,000 square feet. This space includes:

AGT Switchgear	850 SF
UPS Room	160 SF
ATC (automatic train control)	60 SF
Parts storage	1,100 SF
Toilet/lockers	64 SF
Maintenance area	6,666 SF
(Includes two elevated work platforms 20' x 95')	

These areas are for reference only. Consult with the system manufacturer / maintenance contractor for confirmation or current needs.

With the current Bombardier C-100 car system, the running surface (where the vehicle tires roll) is 3' - 6" below the lobby floor and vehicle floor level. The maintenance platform is 5' - 0" below the running surface and in Airside A the maintenance area is 8' - 4" below the work platform. The elevation difference between the maintenance platform and the maintenance area floor varies from airside to airside. With only 8' - 6" from the lobby floor to the maintenance platform, headroom for the mechanic becomes an issue. As a result, the lobby floor structure cantilevers approximately 5' - 0" on each side thus eliminating deep edge beams. (At Airside A the slab thickness is 10", which allows approximately 7' - 8" of headroom.)

The airside end of the system has also been constructed with wash platforms to allow regular cleaning of the vehicles. At Airsides A, C, E, and F, the 50' platform cantilevers from the outside face the guideway structure. The platform is approximately 5' - 0" wide and is constructed with a metal grating walking surface and enclosed by a perimeter guardrail. Each platform is equipped with a hose bibb and a power outlet to allow the use of a pressure washer. The platform is connected by ship's ladder to the interior maintenance platform.

2.2.B.1.3 Special Access Provisions

At Airside A, C, and E three distinct features were included to accommodate the movement of large items in or out of the building.

Near the loading dock, a 10,000 lb. capacity elevator was provided with an 8' x 10'(±) platform and a 6' wide door.

In addition, double wide exit doors have been provided at each airside onto the emergency walkway of the shuttle system to allow the movement of hydraulic boom or scissors lifts to and from the airside and the landside terminal.

On the apron side of the Airside A, a pair of exit doors and an exit stair was detailed to facilitate the movement of large furniture, equipment, or landscape features. The exit doors are equipped with a removable center mullion and the stair landing is detailed to allow the removal of a portion of the guardrail.

At Airside E, a removable section of curtain wall was detailed, without a concrete curb, into the east wall near Gate 75, just south of the outdoor patio.

2.2.B.1.4 Passenger Loading Bridges

The standard passenger loading bridge configuration utilized at this airport is an apron drive unit. Airside A has Stearns units throughout, with the exception of Gate 16 which is a Jetway unit. Jetway units are in place at Airsides C and E. Thyssen-Krup units are in place at Airside F. Bridges are manufactured in two tunnel and three tunnel configuration depending on the operational needs of the particular gate.

With the closure of Airside D, all airside are now "second generation" airside which have 400Hz power systems and pre-conditioned air systems on all loading bridges. The 400Hz power system consists of a power converter (that hangs beneath the loading bridge tunnel) that converts the standard 48 or 3-phase 60Hz AC power to 90KVA, 200/115V, 400Hz, 3-phase AC power. The pre-conditioned air system consists of a series of air handling units (hung beneath the cab of the loading bridge) with flexible duct connecting to the aircraft utilizing a glycol-based

refrigerant system that is processed within the building through a system of chillers, pumps, and ice storage tanks.

In selecting a bridge configuration, the design professional must analyze the relationship of aircraft threshold heights, ramp slope, rotunda height, and bridge length to meet the loading door. Bridge floor slope maximums will not exceed 8.33% or 12 to 1.

In analyzing bridge slope, avoid operations within five feet of full extension or five feet of full retraction. Within these limits, the bridges typically operate at half speed.

With many airlines downsizing their fleets to regional jets, they may very soon be a need to reconfigure a number of our current loading bridges to allow them to "stoop" to a lower to a 7'-2" threshold height (M0-80). Several regional jets require the bridge to lower to a 5'-0" threshold height. Rework kits are currently available from several sources.

In developing the apron layout, avoid placing manholes or fuel hydrant pits within expected operating zones for the loading bridge.

Maintain adequate clearance between bridge tunnels and fixed items such as columns and apron lighting poles.

Locate hurricane tie down positions with the bridge in a fully retracted condition as tight to the face of the building as possible. The tie down receptacles will not project above the apron surface and they will not present a tripping hazard.

An appropriate raceway system will be installed in the loading bridge to allow the installation of a telephone at the operator's console.

An appropriate raceway system will be installed in the loading bridge to allow the installation of an illuminated gate identification sign on the aircraft approach side of the cab. (See Airside A and E bridges.)

Boarding bridge interior air conditioning will be specified for all new boarding bridges.

2.2.B.1.5 Specialized Storage Areas

Provide a storage space for the Maintenance Department to high lift unit. Provide appropriate doors and power outlet to recharge batteries. Doors throughout the facility should be sized to allow necessary movement. Doors to the AGT system emergency walkway will be sized to accommodate the lift.

Provide a storage space for the interior plant maintenance cart.
Provide appropriate doors and power outlet to recharge batteries.

Wheelchair storage spaces will be provided near all holdroom areas.

2.2.B.1.6 Holdroom Layout

In recent years, security concerns have prompted many airlines to relocate their check-in counter/backwall" packages" to a location very near the exterior concourse wall directly adjacent to the loading bridge door. With the closure of the gap behind the backwall, the possibility of an unticketed passenger sneaking onto a flight is significantly reduced.

The close proximity of the check-in counter to the loading bridge has allowed many airlines to reduce the number of personnel required to service a boarding operation. An agent at the counter can now oversee the door in the event that the podium or pass reader agent is required to assist a special needs passenger down the loading bridge.

Orient the check-in counter and backwall at angle ($60 \pm$) facing toward the passengers as they approach the area from the shuttle lobby. The angled orientation increases the visibility of the gate numeral on the top of the backwall.

“Quick-turnaround” airlines such as Southwest require the creation of distinct deplaning and enplaning aisles. The deplaning aisle is usually a well-defined straight “chute” that directs the passenger out into the wider concourse walkway. With Southwest, the boarding queues are separated into four groups; preboards, and the A, B, and C groups. These groups must be separated from the deplaning aisles.

2.2.B.2 Equipment/Furnishings

2.2.B.2.1 Holdroom Seating

Holdrooms at Airside A, E, F, and C are all furnished with Herman Miller Eames Tandem Sling seating units. These seating units are also used throughout the Landside Terminal.

The tandem seating groupings are assembled in either single gang or back to back configurations with three to ten seat long groupings. Groupings that are too long prove to be difficult to move to allow carpet cleaning or overhead maintenance or housekeeping work.

2.2.B.2.2 Airside Check-in Counters (Airsides A and D)

With the development of Airside A, a prototype check-in counter shell was developed. The shell consists of two stainless steel clad end pylons which support a front-projecting transaction surface/cowling fabricated from solid surface material. The front panel consists of two solid surface panels set on a stainless steel-clad backpanel.

The top of the cowling is routed to accept a recessed signage panel containing required FAA notices.

As with ticket counters, an airline specific insert cabinet has been fabricated to accommodate the specific functional needs of their check-in operation. Utility interfaces include: emergency power, telephone, PA system, and data lines (connected to airline's network). Airline standard check-in counters were utilized by Delta and United at Airside E and by Southwest at Airside C.

2.2.B.2.3 Airside Back Wall Units (Airside A)

The back wall unit somewhat mimics the detailing of the check-in counter. Stainless steel clad rounded ends and corners surround a plastic laminate wall and storage cabinet.

Storage modules are provided in the lower portion of the front area and full height in two compartments on the back.

The upper portion of the front is allocated for airline signage and flight information displays (gate number, flight number, destination, and departure time).

A fire extinguisher cabinet and a waste receptacle are located on the backsides of the unit.

A sign box is mounted on the top of the storage unit and includes an illuminated gate number sign and a clock on the front and gate number signs on each side. Utility interfaces include: emergency power and data lines (connected to airline's network).

Airline standard back walls were utilized by Delta at Airside E and by Southwest at Airside C.

2.2.B.2.4 Airside Gate Podiums (Airsides A and D)

Typically, the airlines have established a final boarding pass checkpoint at the doorway to the lading bridge. These checkpoints vary in configuration with each airline. Some have a podium component with both a computer terminal and an electronic boarding pass scanner; another scanning console; a third may utilize an airport standard podium with an attached proprietary electronic scanning module; and smaller airline may simply have a podium from which the gate agent checks off a paper boarding pass.

2.2.B.3 Conveying Systems

2.2.B.4 Miscellaneous Structural Considerations

At security screening areas, provide adequate loading bearing capacity to support the latest generation of X-ray machines.

During the design of floor systems, consider weights and load distribution of the high lift equipment that will be utilized during construction as well as during the ongoing maintenance operations throughout the life of the structure.

Consult early with the Authority staff and tenant design professionals to establish special loading requirements for planters, aquariums, and any other concentrated load elements that may be associated with a concession buildout (i.e., signage pylons or "umbrella" canopies).

Consult early with signage and FIDS system design professionals to establish locations of ceiling/roof structure supported elements. The design professional will survey other similar terminal areas to develop a sense of the typical signage locations.

Provide 2" floor depression for tile placement at all toilet room areas.

With the construction of baggage sortation facilities at the airsides, elevated floor slab design should address the extensive vibration introduced into the structure by the conveyors and pushers suspended beneath.

2.2.B.5 Miscellaneous Plumbing Requirements

At Airside buildings, provide 1½-inch water stub-outs at the building wall for potable water cabinets (a tenant provided item). Potable water cabinets are generally located on the pilot's right side of the aircraft parking position.

2.2.B.6 Miscellaneous Mechanical Requirements

Provide an aboveground fuel tank for the emergency generator. Locate in close proximity of truck court. Verify tank truck accessibility and path for filler hose. The fuel tank construction and installation will comply with all NFPA, EPA, and DEP regulations.

Consult NFPA 415 for height restrictions for exhaust outlets or air intakes located in walls adjacent to the apron/aircraft parking areas.

2.2.B.7 Miscellaneous Power Requirements

Provide disconnects/breakers for the pre-conditioned air system (PCA), the 400 Hz system, and the loading bridge at the building wall beneath the bridge's rotunda.

Provide electric meters on the service to the loading bridges, including the PCA air handler and the 400 Hz equipment. Locate meters in the satellite electrical rooms.

Provide emergency power to all check-in counters, backwalls, and gate podium scanners.

Provide emergency power for the AGT system control system.

Provide appropriate conduit and junction box rough-in to accommodate the power/phone/PA/data systems that serve subsequent bid packages, such as millwork (check-in counters, back wall cabinets, podiums, phone kiosks), and loading bridges.

Provide shunt trips for building and AGT power systems. Provide signage in each switchgear room with instructions indicating how to de-energize both power systems.

Provide electrical rough-in at the transom of the loading bridge door to accommodate the gate identification sign and a future digital flight information signage system.

Provide power rough-in for a future aircraft guide/approach system at each gate position. Locate junction box at 14 (fourteen) to 16 (sixteen) feet above apron elevation at the intersection point of the apron lead-in line and the building wall. Confirm exact placement of rough-in with manufacturer of equipment.

Provide power rough-in for security screening equipment (X-ray machines, magnetometers, etc.) Confirm detailed electrical characteristics for all equipment. At Airside E, it was discovered that all magnetometers must be connected to the same electrical phase in order to operate without electrical interference problems.

Extend power distribution panels to mezzanine levels to accommodate the future development of offices or airline lounge space.

Emergency power requirements: Typically, the following components require emergency power to maintain the basic operational capabilities during a power outage.

- operational lighting for all public spaces
- toilet room lighting
- soffit lighting above exterior stairs
- lighting for interior stairs
- signage lighting
- apron lighting
- truck court lighting

- gate operators
- elevators (provide capacity for only a percentage of the unit, which is switchable to any selected unit)
- passenger loading bridges (provide capacity for only a percentage of the unit, this is switchable to any selected unit)
- sewage lift stations
- jockey pump
- security equipment - magnetometers and X-ray machines
- automatic doors
- turnstiles
- blast fence lights
- generator fuel pump and battery charger
- coolers and freezers (tenant facilities)
- irrigation controllers
- U.P.S. systems for various computer controlled systems
- toilet room devices - electronic flush valves and lavatory faucets
- check-in counters and gate podiums
- telephone kiosks
- sound and fire control room receptacles
- systems equipment - access control and CCTV
- FIDS monitors and EVIDS information boards

Provide power rough-in for potable water cabinets (the unit is generally equipped with a motorized hose reel and a duplex outlet.)

2.2.B.8 Miscellaneous Lighting Requirements

Design apron lighting with light sources aimed at the cargo loading side of the aircraft (pilot's right side).

Apron lighting will be high pressure sodium, with double arc tubes, quartz restrike and remote ballasts. Do not provide any dimming capability; it should either be "fully on" or "completely off."

Consider supplemental task-oriented lighting at ticket check-in counters and podiums. Carefully consider the impact of glare on computer screens.

Prepare a point-by-point photometric analysis of apron lighting prior to finalizing design.

2.2.B.9 Miscellaneous Systems Requirements

Provide rough-ins for public address (microphone station), data and phone at all check-in counters and gate podiums.

Design PA system with zones at each gate area. Do not provide local amplifiers that can be adjusted by gate agents. Locate all amplifiers in a common air-conditioned sound room. Provide conduit/junction box for telephone installation on a loading bridge.

Provide separate cable trays or conduit for power and systems under and between each check-in counter.

Provide interface with terminal master clock system. Extend to all check-in counters and other clock locations.

Provide data conduit from the check-in counter to the transom of the loading bridge door to accommodate a future digital flight information signage system.

Provide raceways, conductors, and push, buttons for the passenger screening area phone and "trouble" alarm systems. The alarm will be interfaced with police department dispatch computer system.

Develop decentralized "satellite" system rooms to provide localized connection/distribution points for phone, access control, fire alarm, data, and so forth. Locate systems room within the 100 meter maximum copper cable length.

Locate fire annunciator panels in the fire control room (accessible directly from the truck court) and the security office.

Extend the conduit or cable trays for phone, data, and other systems to the mezzanine level to accommodate the future development of offices or airline lounge space.

Provide appropriate raceways, conductors, and the necessary support equipment to provide monitoring at the Comm. Center of the following equipment and/or systems: fire alarm (typically Simplex); building management system (typically Johnson Control Metasys), elevator/escalator (typically Schindler), and access control. A trouble alarm will also be installed at each security screening area that is connected to the police department dispatch computer.

Require a five-year warranty on the public address system.

2.2.B.10 Building System Rough-in Provisions for Tenant Provided Equipment

Provide electrical junction boxes for aircraft parking "guide/approach system." Locate at approximate boarding level beam line at the projected intersection of parking lead-in lines.

Provide concealed empty conduits from the base of apron lighting poles to the apron level ceiling space to accommodate ground radio antennas that may be required by tenant airlines. Detail lighting poles to allow attachment points for these antennas. Confirm conductor size for antenna. Many airlines specify cabling that requires a 2" diameter conduit system.

Provide electrical junction boxes for hose reel power at locations appropriate for potable water cabinets. Typically, cabinets are placed to the pilot's right side of the projection of the lead-in line extended to the building wall. Water source will be a valved 1 1/2" line.

Provide electrical junction boxes for electric water coolers. Coordinate placement with a valved water line and sanitary drain.

Provide separate signal and power conduits to the locations planned for communication antennas and satellite dishes.

2.2.B.11 Truck Court Elements

An airside terminal truck court typically includes the following components:

2.2.B.11.1 Guardhouse between Gate-Controlled Entry & Exit Roadways

Truck court entry and exit gates are controlled from the guardhouse. All vehicles entering the truck court must display proper identification. A guardhouse will be located adjacent to the service road and between the entry and exit gates. The guardhouse will have a clear view of AOA entry gates that are nearby. The guardhouse will be equipped with 120 volt power, an air conditioning/heating unit,

telephone service, and be interfaced with the access control system to allow gate control.

2.2.B.11.2 AOA Entrance Gate(s)

The AOA gates will be electrically operated horizontal sliding cantilevered gates with sensitive edges that reverse the operation in the event of contact with a vehicle. The gate operator is to be interfaced with the access control system. Valid security identification must be presented to a card reader when passing through in either direction. Typically, an entry and an exit gate are provided at each AOA entry point. The drive lanes are separated by a raised curb. On the curb are two card readers and numerous pipe bollards to protect the equipment.

Inductive loop detectors are placed in both drive lanes to ensure the vehicles pass through the gates in a prescribed sequence. The loops on the existing side, of either approach direction, serve to monitor the position of the vehicle during the closing cycle of the gate operation.

By requiring the vehicle to maintain a nearby parking position until the gate closes, the vehicle operator becomes responsible for supervising the gate operation during both the opening and closing cycles. This operation also prevents two vehicles from passing through on a single access card swipe (piggybacking).

2.2.B.11.3 Transformer Enclosure (Building & Shuttle System Equip)

At Airside A, a transformer enclosure was constructed adjacent to compactor enclosure. The concrete and masonry structure has a removable metal grating top that screens the electrical gear from view from above. The yard area enclosed is topped with course stone except at the concrete equipment pads. An underground drainage system is required to relieve any significant water accumulation. At Airside C, the generator building and transformer yard were combined into single enclosure. At Airside E, the generator building, the transformer yard the cooling tower and the compactor/dumpster enclosure were combined into a single concrete and masonry structure.

2.2.B.11.4 Trash Compactor Enclosure

A trash compactor is generally placed in a concrete/masonry enclosure. The compactor is generally integral with a 30 cubic yard trash container. When the compactor/container is removed for dumping, the compactor must be disconnected from a stationary hydraulic pump unit. The combined compactor/container assembly reduces the spillage that may result from a two component installation.

Electrical service will be in accordance with the container/compactor manufacturer's specifications.

The concrete slab should slope outward toward a trench drain and should be poured with steel guide channels to serve as the bearing surface for the container rollers as it is being removed or reset in place. The interior of the concrete enclosure should be constructed of poured-in-place concrete.

A pressure wash unit should be installed to allow periodic clean ups.

2.2.B.11.5 Loading Dock

At an airside, a loading dock will be constructed with minimum two berth width, 30'-0"±. The dock should be constructed with a minimum 10'-0" clear overhang to allow unloading during rain. The dock height is typically 4'-0".

2.2.B.11.6 Access Doors to Shuttle Maintenance Spaces

At the airside, exterior access doors are required for the following maintenance area spaces:

AGT Maintenance Space	- man door and overhead door
AGT Switchgear Room	- man door and overhead door
UPS Room	- overhead door
ATC Room	- man door

(See the Airside E and C construction documents for most recent configurations of shuttle maintenance areas)

2.2.B.11.7 Access Doors to Maintenance Areas and Central Plant

At the airside, exterior access doors are required for the following spaces:

Mechanical Equipment Room	double man door
Electrical Room	double man door
Fire Pump Room	double man door
Central Plant	man door and overhead door
Communications Room	man door

2.2.B.11.8 Access to Fire Control Room

At Airsides A, E and C, the fire control room is located at or adjacent to the loading dock.

2.2.B.11.9 Emergency Generator Enclosure and Cooling Tower

At Airside A and E, the cooling tower and the emergency generators are housed in adjacent concrete and masonry structures. The emergency generator area includes the generator unit, with control console, and an above ground fuel tank. The design professional will consider the normal length of fueling hose and available tanker truck parking positions when siting this enclosure. All exhaust pipe exposed to view will be fabricated from stainless steel. Consult with DEP for special fuel facility regulations.

2.B.11.10 Flight Crew Loading/Unloading Area (Hotel Courtesy Vans)

At Airsides A, E, and C, flight crew entrances routes have been created to allow for non-Tampa badged airline personnel to enter the building and gain access to the Boarding Level passenger screening area. (Consult construction documents for Airsides A, E, or C.)

2.2.B.11.11 Ramp to Loading Dock

At Airsides A, E, and C, a ramp has been constructed to connect the loading dock to the truck court driveway to facilitate trash removal, handicapped access, and maintenance access.

2.2.B.11.12 Truck Court Lighting

2.2.B.11.13 Staff Parking Area

Every attempt should be made to maximize the amount of staff parking spaces in the truck court area. At least two spaces will be provided for Authority maintenance vehicles adjacent to the Central Plant overhead door.

2.2.B.11.14 Access-Controlled Pedestrian Turnstile

Pedestrian access to the AOA area is provided from the truck court via an electronic turnstile within the fence line. The turnstile operator is actuated by an airport employee ID/proximity card badge.

2.2.B.11.15 Maneuvering and Turn Around Area in Truck Court

Typical vehicles accessing the truck court can include large semi-trailer units, large roll-off container trucks (to haul the 30 cubic yard trash container/compactor unit), fuel trucks, and various fire department apparatus. Adequate maneuvering space must be provided for all vehicles.

2.2.B.11.16 Miscellaneous Site Utility Elements

Double detector check valve for fire and domestic water service (with landscape screening); lift station for sanitary sewer (if required); irrigation system valves and controllers; manholes; fire department valves/standpipe connections

Provide water and power sources for irrigation system. Locate controllers and all solenoid valves in boxes below grade. (Investigate the possibility of utilizing nearby retention pond water for irrigation.)

Locate fire department connection (FDC) with 1000 GPM flow rate, maximum 6' from curb in an appropriate and accessible location. Verify position with the Fire Department.

Utilize landscaping elements to screen truck court from the service road and/or the shuttle system vehicles.

2.3 Attic Stock / Spare Equipment / Spare Parts

The design professional will coordinate with the Authority and establish and specify, as part of the project requirements, a list of all systems that require attic stock, spare equipment and or spare parts. Some specific items are listed in Section 3 however, other items are often required and not listed. The design profession will coordinate and specify a project specific list meeting the needs of the Authority.

Section 3 – Building Sections and Components

3.1 Division 1 – General Requirements - Reserved

3.2 Division 2 – Site work – Reserved

3.2.A Section 02221 – Building Decommissioning and Demolition

Prior to the demolition of a building or structure, all hazardous waste and materials must be disposed of in accordance with all applicable federal, state, and local regulations including but not limited to OSHA, EPA, DOT, FDEP, and EPC regulations. Waste disposal transporters must maintain continuous compliance with FDEP Rule 62-730.170, FAC, Standards Applicable to Transporters of Hazardous Waste. Copies of all waste disposal manifests must be provided to the Authority at the completion of the waste disposal task.

Asbestos survey, abatement, and disposal activities must be conducted in compliance with all applicable federal, state, and local regulations including but not limited to OSHA, EPA, FDEP HRS, and EPC regulations. Air quality monitoring (personal or ambient) during the asbestos abatement activities must be conducted by the contractor independently of other entities providing oversight.

Applicable Codes and Reference Standards

Applicable regulations include but are not limited to:

29 CFR 1910 Sections 2, 134, 145
29 CRR171 and 172
Chapter 99-469.001 99-469.015 of the Florida Statutes
40 CFR 61, Subpart M, and Section 61.145

3.3 Division 3 - Concrete

3.3.A Section 03200 - Concrete Reinforcement

In architectural concrete, only stainless steel tie wire will be used.

3.3.B Section 03300 - Cast-in-Place Concrete

The typical concrete for airport construction will have standard gray cement and normal weight limestone aggregate in accordance with ANSI/ASTM C 33.

All architectural concrete surfaces will be finished with a water-repellant.

The typical concrete floor slab finish, for a floor to receive VCT or carpet, will be steel-troweled with a liquid membrane forming, curing, and sealing compound.

The typical finish for a floor slab that is to be left exposed will be a “lightly broomed” finish with a liquid membrane forming, curing, and sealing compound.

Typically, slab hardener products are not used.

Typically, all slabs will be installed over compacted fill and a vapor retarder membrane (normally asphalt impregnated felts). At Airsides C and E, a heavy Stego-Wrap barrier (Stego Industries, (877/464-7834) was installed beneath the ground floor slab to prevent the upward flow of fuel vapors that exist in the building subgrade. This barrier has taped seams and is detailed to fit tightly around all vertical slab penetrations.

3.4 Division 4 - Masonry

3.4.A Section 04200 - Unit Masonry

Glazed brick for Landside Terminal renovations will be as follows:

Red face brick: "TIA - Red Glazed" by Belden Brick Co.

Blue face brick: "WG-90-3368" by Glen-Gery Corp.

White face brick: custom beige" to match existing by Endicott Clay Products, Co.

Sources: Clay paving bricks for Bag Claim and Ticketing Level paving bands:

Precast concrete pavers: 2'-0" x 2'-0" x 1-1/4" for Bag Claim, Ticketing and Plaza Level areas.

3.5 Division 5 – Metals

3.5.A Section 05511 - Metal Stairs

Exterior stairs and ladders will be left unpainted with a galvanized finish. Large assemblies will be detailed using "bolt-together" components or sub-assemblies. The weakest point in the integrity of a galvanized coating is in the area of a field weld that has only a thin, sprayed-on cold-galvanizing coating. Extensive preassembly by welding, before galvanizing, can be counter-productive because the high heat associated with the galvanizing process will warp a competently prepared assembly to the point that it may not be usable. The design professional will verify the limits on component or subassembly size dictated by capabilities of local processors

When field-welding is necessary, cold-galvanizing must be used to complete the corrosion protection. Careful research and sample procurement are necessary to find a matching cold-applied product.

Avoid products that tend to be a flat gray (either too light or too dark) without the "metallic" look.

3.6 Division 6 – Wood and Plastics

3.6.A Section 06100 - Rough Carpentry

In recent years, it has been discovered that the structural integrity of fire-treated wood framing and plywood can deteriorate significantly when exposed to the radiant heat of light fixtures (including fluorescents). Research the products carefully before specifying or using fire-treated wood. Do not use in a loadbearing condition. Backing boards for telephone terminal boards are acceptable. The painting of backing boards will be performed outdoors away from conditioned spaces.

3.7 Division 7 – Thermal and Moisture Protection

3.7.A Section 07190 - Water Repellants

Exterior exposed concrete surfaces will be coated with water repellent.

3.7.B Section 07411 – Metal Roof Panels

Six aluminum standing roofing systems have been installed at the airport. The north Pemco Hangar and Airside F are built with the Merchant and Evans, "Zip-Rib" system; the U.S. Airways Hangar (steel) and Airside A are built with a Centria (formerly H.H. Robertson/Smith Steelite) SRS-3 system; and Airside E and C and the Airside A baggage sortation building are built with a BemoUSA Corp. 305 system. All systems are field-formed from Kynar-coated aluminum coil stock, 0.40-inch thick. Panel lengths on the hangars approach 125 feet; Airside E has panels in excess of 250 feet long; and Airside C has panels exceeding 370 feet in length. Special detailing considerations are required to accommodate the thermal expansion of the very long roof panels. All systems have

nominal 3-inch-high standing seams that are sealed with sealant and an electric sealing tool. All systems use a stainless steel clip system which attaches to a heavy gauge metal purlin system.

The curved panels on Airside A and F were formed in the field by running the panels through a second roll-forming machine to create the desired radius. Gutters for the standing seam roofs are formed from 18 or 16 gauge stainless steel that is fully welded and water tested.

Gutter expansion joints are typically spaced 30 to 40 feet on center. Downspout drops are formed from the same gauge stainless steel (18 or 16), and are welded to the gutter box. Transitions are then made to connect to the building's downspout system (steel or PVC, depending on conditions).

Warranty requirements for Metal Roof Panels will be as follows:

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures including rupturing, cracking, or puncturing.
 - b. Deterioration of metals and other materials beyond normal weathering.
 - 2. Warranty Period: Ten years from date of Substantial Completion.
- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.
- C. Special Weathertightness Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace standing-seam metal roof panels, roof specialties, roof accessories and built-in gutter assemblies that fail to remain weathertight, including leaks, within specified warranty period.
 - 1. Warranty Period: 20 years from date of Substantial Completion.

Exposed fasteners are prohibited where visible. If fasteners penetrate the roof decking where the fasteners are visible, provide an acceptable exterior soffit system to visually conceal all areas.

3.8 Division 8 – Doors and Windows

3.8.A Section 08110 - Steel Doors and Frames

Do not specify of doors fabricated with vertical galvanized sheet steel channel-shaped sections or interlocking Z-shaped sections. The doors on Airside A exhibit significant spot weld dimples on the face panel at each of these reinforcement members. Care should be taken in considering acceptable manufacturers. Consider requiring a door and frame sample to assess quality of hardware preparations and finish. Galvanize all exterior doors and frames.

On frames with access control hardware, require the inclusion of a tightly sealed mud box with a flexible conduit connection at each attachment point for electronic hardware. A continuous raceway must be provided from the face of the door from e to a system junction box located near the door. With a definitive conduit route, a new conductor can be re-pulled into the hardware location whenever necessary.

Airside F had significant wiring difficulties because of improperly constructed wiring raceways.

Each exterior door will be equipped with a small permanently affixed sign numbering the door in accordance with the Authority door numbering system. The sign will be placed in the upper hinge side corner of the door.

3.8.B Section 08211 - Flush Wood Doors

Typically, interior wood doors in airport buildings are solid core assemblies with plastic laminate faces.

3.8.C Section 08411 – Aluminum-framed Entrances and Storefronts

Use only “wide-style” sections for aluminum and glass entrance doors. The construction is more durable and the wide face dimension provides enough surface to accommodate all hardware components.

3.8.D Section 08461 – Sliding Automatic Entrance Doors

Fabricate entrance doors and side lights with “wide-style” sections to match manual doors.

Provide a minimum opening width of 5 feet, 0 inches, clear.

Detail assemblies with both inside and outside side light elements. The outside piece will require breakaway hardware to maximize egress width.

The inside fixed panel must be installed so as to protect any unsuspecting individual from the suddenly moving edge of the operable door.

3.8.E Section 08710 - Door Hardware

Locks will be Corbin/Ruswin ML 2000 Series (no substitution) with removable core cylinders.

All permanent cores are to be great grand master keyed into existing or Authority approved Ruswin removable cores, H Keyway 6-pin system, in accordance with Authority's key control requirements and instructions. Owner is the Authority. Individual door keying requirements are to be established in a meeting with the contractor, user, design professional, Authority, key control staff, Operations and others as deemed appropriate by the Authority. Key bittings will be per Authority requirements and provide upon project completion to the Authority.

Unless otherwise agreed, permanent keys are to be delivered to the Authority key Authority will direct installation and establish key control over the permanent key set. The Authority reserves the right to order and install the cores for any project. If this occurs, the contractor will install a construction set as directed by the Authority and they will be returned to the contractor when the final set is installed.

For factory ordered cores, the order must be received by the factory a minimum of 90 calendar days prior to occupation. If delivery is not by space use date, the contractor must provide a construction set with all keys that mimics how the final key set will operate and that set must be

available for installation a minimum of 10 calendar days prior to space use or sooner if so directed by the Authority.

Panic devices will be Von Duprin 99 - Series touchbar devices. No exposed vertical rod devices are allowed.

Hinges will be Hager, McKinney, or Stanley. Units installed on exterior doors will be stainless steel. Units installed with door closers will have ball bearings.

Door closers will be Corbin/Ruswin 2200 series. Valve body will be located on the non-public face of the door whenever possible.

Stainless steel kickplates will be provided at all high-traffic doors (push side). Armor plates will be installed at all doors where carts or equipment will be pushed against the door while it is being opened.

Access control: Designers will coordinate door hardware and access control electronic device installation to verify that all operational objectives are met. Refer to Section 16730 for narrative on access control operations.

3.9 Division 9 - Finishes

3.9.A Section 09220 - Portland Cement Plaster

Exterior stucco areas will use only zinc alloy or PVC accessories: corner beads, casing beads, control joints, and so forth.

Framing for exterior soffit areas will use "stiff-leg" framing that is engineered for both positive and negative uplift loading.

3.9.B Section 09310 - Ceramic Tile

Floor and wall tile will be 4 inches by 4 inches minimum size (larger sizes are preferred).

Wall tile in restrooms will have a gloss or semi-gloss finish; no matte finish.

Grout for floor applications will complement the tile color selection and will be darker in color as to minimize staining and an overall uncleanly appearance from normal wear and tear. Grout for wall applications will complement the tile color selection but is not required to be a darker hue. Grout will have a maximum joint width of 1/8 inch.

Backing for tile on fixture or "wet" walls will be a glass fiber-reinforced cement board, such as "Durock" or "Wonderboard."

Transitions from ceramic tile to another floor finish (carpet, vinyl composition tiles, and so forth) will use a tapered marble strip that provides an ADA-compliant transition between the varied finish thicknesses.

3.9.C Section 09770 – Wall Panel Systems: Art Glass

Basis-of-Design Product: Forms+Surfaces; LEVELe Wall System.

Image to be back-printed on minimum ½" thick, impact rated glazing.

3.10 Division 10 - Specialties

3.10.A Section 10155 - Toilet Compartments

The partition system will be manufactured by the American Sanitary Partition Corporation (no substitution).

The installation will be a ceiling-hung configuration, except at large handicapped stalls, where a full height pilaster may be necessary to achieve proper lateral stability for the compartment front. In Airside A, a removable floor connection was designed to allow periodic disassembly to facilitate a thorough cleaning of the floor in the area of the pilaster footprint.

Doors will be reinforced to prevent racking and twisting.

The panels will be furnished with the manufacturer's standard powder-coated finish.

All hardware will be consistent with the parts inventory maintained by the Authority Maintenance Department.

Accessory and partition installers will coordinate placement of accessories to prevent damaging contact between components.

Coat hooks will not be placed on the inside face of an outward swinging door. At the normal placement height, the hook can become a dangerous projection. Locate on a side wall near the back of the compartment, safely out of the way. In the larger handicapped stall, the hook can be located on the front panel opposite the water closet.

Coordinate wall framing to provide solid wall reinforcement or backing between studs to provide a competent anchoring substrate.

3.10.B Section 10265 – Impact-resistant Wall Protection

In public area service corridors and at high traffic corners within the Authority offices, install corner guards to protect the wall. Typical corner guards are SM-20 units (surface-mounted) and FS-20 or 20R units (flush-mounted in gypsum board partitions), by Construction Specialties, Inc. or approved equal. At non-gypsum board partitions (masonry or concrete use 6 gauge stainless steel corner guards, with ½" hemmed edge on 3 ½" wide flanges).

In service areas, where carts or rolling equipment circulate frequently, it is appropriate to install both crash rails and corner guards. At Airsides E and C, dual crash rails were used to protect the walls, one just above the base and another at about 4'-0" above the floor. The crash rails are SCR-64 units by Construction Specialties, Inc., or approved equal. Corner guards are SM-20 units for surface mounted conditions and FS-20 units for flush-mounted conditions, by Construction Specialties, Inc. or approved equal.

3.10.C Section 10450 - Pedestrian Control Devices

At AOA pedestrian access points, a full-height turnstile (Model MSTX by Alvarado Manufacturing Company, Inc.) will be used. Controlled access is required in both directions. Allow a maximum 120-degree rotation with each card activation.

Refer to Section 16730 for narrative on access control operations.

3.10.D Section 10801 - Toilet Accessories

Toilet accessories will be by Bobrick Washroom Equipment, Inc. (no substitution) typical units are as follows:

B-224: Surface-mounted utility shelf, with mop/broom holders and rag hooks.

B-2621: Surface-mounted paper towel dispenser (typically used only in non-public service areas).

B-274: Toilet tissue dispenser, double roll (typically used only in non-public service areas).

B-290: Mirror with stainless steel angle frame (used above makeup vanities, and in full-height dressing configurations).

B-347: Partition-mounted toilet seat cover and toilet tissue dispenser (for installation between two toilet compartments, without grabbars in a men's restroom).

B-3471: Partition-mounted toilet seat cover and toilet tissue dispenser (for installation between two toilet compartments, one with grabbars, in a men's restroom).

B-3474: Recessed toilet seat cover and toilet tissue dispenser (for installation in a handicapped stall, with grabbars, in a men's restroom).

B-3500: Recessed napkin/tampon vendor, single coin mechanism, 25-cent operation.

B-357: Partition-mounted toilet seat cover dispenser, sanitary napkin disposal, and toilet tissue dispenser (for installation between two toilet compartments without grab bars in a women's restroom).

B-3571: Partition-mounted toilet seat cover dispenser, sanitary napkin disposal, and toilet tissue dispenser (for installation between two toilet compartments, one with grab bars, in a women's restroom).

B-3574: Recessed toilet seat cover dispenser, sanitary napkin disposal and toilet tissue dispenser (for installation in a handicapped stall, with grab bars, in a women's restroom).

B-3644: Recessed waste receptacle for 4-inch wall.

B-3900: Recessed paper towel dispenser and waste receptacle (for 8-inch wall or chase).

B-3944: Recessed paper towel dispenser and waste receptacle (for 4-inch wall).

B-6717: Surface-mounted robe hooks.

B-6806: 1½-inch (38mm) diameter stainless steel grab bars, with snap-flange cover.

In 2004, Bobrick discontinued the production of two multi-purpose soap dispenser/towel dispenser units (Items B-317 and B-330) that had been specific extensively for the larger terminal toilet rooms. As result, a Bradley Corporation product has been selected as a replacement unit: Model 130, a recessed multi-purpose towel dispenser/soap dispenser/mirror/shelf unit. As with the Bobrick unit, the soap dispenser valve must be specified offset to the right to prevent soap from dripping on the faucet spout.

3.11 Division 11 – Equipment - Reserved

3.12 Division 12 – Furnishings - Reserved

3.13 Division 13 – Special Construction

3.13.A Section 13900 - Fire-Suppression System

All exposed sprinkler and standpipe piping will be painted red.

3.14 Division 14 – Conveying Systems

3.14.A Section 14200 - Elevator General Requirements

The controller must provide for future tie-ins to a vertical transportation monitoring system.

Initial maintenance service will include: fully paid, full service maintenance warranty service by skilled, competent employees of the elevator installer for a period of 12 months following the Date of Final Acceptance by the owner on a daily-surveillance basis. Include repair or replacement of worn or defective parts or components and lubrication, cleaning and adjusting as required for proper elevator operation in conformance with specified requirements. Include 24 hours-per-calendar day, 7 calendar days-per-week emergency callback service. Exclude only repair or replacement due to misuse, abuse, accidents, or neglect caused by persons other than installer's personnel. Installer will have maintenance personnel at Airport property 24 hours-per-calendar day, Monday through Friday, 0600 hours until 1830 hours Saturday, and 0700 hours until 2130 hours Sunday and holidays. This work will not be subcontracted. Only parts and supplies as used in manufacture and installation of the original installation will be provided.

System maintenance service will include: contractor, at contractor's own cost, agrees to furnish to owner an executed Amendment with the current contractor specified in this Design Criteria under Section 2.2.A.3.9 Maintenance Contracts. This amendment to the existing "Maintenance Contract Elevators, Escalators, and Dumbwaiters, Tampa International Airport" will expand the Scope of Work of the existing contract to include the Work of this Section, "Section 14240 - Hydraulic Passenger Elevator," of the Contract between owner and contractor. All Work under this Section will be added, by said Amendment and at no direct cost to the owner, to the existing "Maintenance Contract Elevators, Escalators, and Dumbwaiters, Tampa International Airport." Said Amendment will be automatically effective on the date of Substantial Completion of the whole Work. All other terms and conditions of the existing "Maintenance Contract Elevators, Escalators, and Dumbwaiters, Tampa International Airport" will remain unchanged.

The design will include TriTronics safety edges.

Doors will be finished in #4 stainless steel.

ADA compliant elevator telephones, such as the Micro Tech Emergency telephones, will be integral with the car station.

No elevator hoistways will have sump pumps or drains.

The key lock cylinder in the restricted-access keyed switch in the elevator car operation panel will match the owner's standard.

Cars will have a 1.5" x 4" cutout adjacent to each floor level pushbutton for installation of graphics by the owner.

Work on existing elevators will include modifications as necessary to meet applicable fire safety code requirements.

All work in existing elevator machine rooms and hoistways will be accomplished with the Elevator Maintenance Contractor mechanic present.

Elevators will not be used for construction purposes even on a temporary basis.

For additional notes, see the general hydraulic elevator specifications on file at the Authority.

3.14.B Section 14215 – Electric Traction Elevators

No traction-type elevators will have sprinkling systems installed in the elevator machinery rooms or hoistways.

For additional notes, see the traction elevator specifications on file at the Authority.

3.14.C Section 14240 - Hydraulic Elevators

The design will include Lifejacket hydraulic elevator safety brakes. For additional notes, see the hydraulic elevator specifications on file at the Authority.

3.14.D Section 14310 - Escalators

No Low-E (energy) Glass Permitted. Black Treads only. For addition requirements, See the escalator specifications on file at the Authority.

3.14.E Section 14410 - Dumbwaiters

See the dumbwaiter specifications on file at the Authority.

3.14.F Section 14600 - Outbound Baggage Conveyors

The design professional will use the Authority's latest standard technical specification for outbound baggage conveyors and related systems. The technical specification will be provided by the Authority's Maintenance Department upon request and justification of project related need.

3.14.G Section 14630 - Sloped-Plate Sorting Carousels - Reserved

3.14.H Section 14650 - Inbound Baggage Conveyors (Flat-Plate)

Transitreads will be normally started from the Bag Make-up side of the belt by depressing a green "Start" button. They may additionally be started by turning a keyed start switch on the Bag Claim side.

All components of security doors will be removable for maintenance.

Transitreads will have emergency-stop buttons located on each side of the transitread on the Bag Claim side and at the Bag Make-up Control Panel, which illuminate when depressed and stop all power to the system, including a security doors. Upon pulling out the E-stop, the security doors will close. Keyed start switches will be located adjacent to each E-stop on the Bag Claim side to restart the system.

Each transitread will have the capability of accepting a remote control cable operating station for use by maintenance personnel.

Each transitread will have an adjustable section to allow for expansion and contraction of the system linkage.

All grease fittings will be connected to a remote manifold allowing greasing of the linkage without the need for disassembly.

3.14.I Section 14800 - Apron-Drive Passenger Loading Bridges

Mirrors will be installed allowing the bridge operator to view the drive wheels from the operator station.

An audible alarm and visual beacon will warn ground personnel that a bridge is energized and about to move.

The auto-leveler will have an audible and visual alarm at the console and under the bridge to alert personnel of a malfunction.

Floodlights will be installed at locations to illuminate the drive wheels and nose wheel of the aircraft.

A cab-floor light will be installed to illuminate the vestibule area between the aircraft and the bridge cab.

Each ramp area between tunnel sections will be equipped with ADA safety handrails.

Bridges will be constructed in accordance with NFPA guidelines for fire-retardant materials.

Side-mounted vertical maintenance ladders accessing the top of the bridge will have a safety cage surrounding the ladder.

If installed, bridge-mounted baggage slides will be of stainless steel construction with bracing mounted to the structural portion of the bridge and not cantilevered solely from the bridge stairs.

3.15 Division 15 - Mechanical

3.15.A Section 15030 - Electrical Requirements for Mechanical Equipment

3.15.A.1 Basic Motor Construction (15055)

General: Provide motors for continuous duty conditions in which they will be required to perform (i.e., general purpose, splash proof, explosion proof, standard load, high torque, or any other special type) as required by the equipment motor manufacturer's recommendations. Unless otherwise indicated or required, motors will be open drip-proof.

Motors installed outdoors will be totally enclosed and fan-cooled (TEFC).

Motor enclosures will be as recommended by the equipment manufacturer for the specific application.

All motors will be furnished for starting in accordance with the electric utility company's requirements, and will be compatible with the motor starter and driven load. Motors will not exceed full-rated nameplate load when operated at any point along the driven equipment's characteristic performance curve. The motor service factor will not be used to justify exceeding nameplate amperage.

Unless otherwise indicated, motors of 1/2 horsepower or less, will be single-phase. Motors of 3/4 horsepower and larger, will be three-phase, squirrel-cage induction.

Sound power levels for motors will be no greater than the guidelines as recommended by NEMA, MG 1-12.49. A motor which, in the opinion of the Architect, generates excessive noise within the occupied area of the building, will be replaced with a quieter operating motor at no additional cost to the owner.

Motors designed to operate with a variable frequency drive will be approved by the manufacturer of the variable frequency drive equipment, and the manufacturer of the motor for inverter duty to insure quiet and stable continuous operation over the entire speed range.

Verify the circuit voltage and phase being furnished to the motor. All motors will be 1750 rpm, unless noted otherwise. Motors will operate with electrical input voltage variations of plus or minus 1 % of nameplate rating, or frequency variations of plus or minus 5 % of nameplate rating.

Design: Provide NEMA Design B for normal starting torque, with Standard MG1 12.42 Class F insulation, unless noted otherwise, or required by the equipment on which the motor is being used. Motors will be designed for operation in 104 degrees Fahrenheit (40 degrees Celsius), ambient temperature at 1.15 service factor on sine wave power at the base voltage and frequency, and will have all copper windings. Motors will meet or exceed the locked-rotor (starting) and breakdown (maximum) torques for the NEMA rating. Locked rotor current will not exceed six times full-load current. Motor current density and heating characteristics will be such that the motor insulation will not fail if subjected to locked-rotor current for 20 seconds.

Acceptable manufacturers for motors are General Electric, Westinghouse, Baldor Electric Company, Emerson, and Lincoln.

Efficiency: Motors 1 horsepower and larger will be high efficiency design.

3.15.A.2 Variable Frequency Drives (For Air Handling Units & Pumps)

Variable Frequency Drive: Specify variable torque Variable Frequency Drives (VFD) variable speed operation where suitable for controlling NEMA Design B motors on continuous duty in variable speed applications. The VFD will be listed by Underwriter's Laboratories and will comply with the latest standards of ANSI, IEEE, and the NEC.

Manufacturer: Refer to paragraph entitled "Manufacturers" in Section 15010. Acceptable manufacturers are as follows:

- a. Asea Brown Boveri (ABB)
- b. Cutler-Hammer, Eaton Corporation
- c. Allen-Bradley

Control Requirements: The following control interfaces will be provided at a terminal strip in the VFD as a minimum to assure control system integrity:

- a. Speed Control Input: A 4-20mA, or 0-5 vdc signal proportional to speed will be input for directly controlling the speed of the VFD when in automatic mode.
- b. Start/Stop Control: The VFD will be capable of being started and stopped remotely by a maintained-contact start/stop relay.
- c. Control Interlock: The VFD will provide an auxiliary control interlock output of 115 VAC whenever the VFD is enabled, to provide inter-locking with the control system. The VFD will be provided with a 115 VAC control transformer so that no external 115 VAC power source is required.

- d. Speed Signal Reference: The VFD will furnish a 0-5 VDC, or 4-20mA signal directly proportional to the output frequency of the VFD for remote monitoring of the VFD speed.
- e. Hand-Off-Auto Switch: The VFD will be furnished with a door-mounted Hand-Off-Auto switch to allow switching of the speed control signal from the "Automatic" signal to a manually adjustable digital speed control on the VFD when in the "Hand" position. The VFD will be disabled when in the "Off" position.
- f. VFD Trip Contacts: The VFD will be furnished with a set of Form C (NO/NC) contacts for remote annunciation to the building automation system under Section 15950.
- g. Speed Control: A digital manual speed control will be door-mounted to select the speed when the H-O-A switch is in the "Hand" position.
- h. Speed Meter: The VFD will be furnished with a digital door-mounted speed meter (0-100 %) to indicate the rpm of the motor or the percent of full-load frequency of the VFD.
- i. The VFD manufacturer will provide "N2 bus interface card" for direct interface with Johnson Controls METASYS System.
- j. The VFD will be furnished with bypass contractors that will allow manual operation of the unit.

3.15.B Section 15050 - Basic Mechanical Materials and Methods

3.15.B.1 Housekeeping Pads and Equipment Supports

General: Pads and supports will extend a minimum of 4 inches and a maximum of 8 inches beyond the base or supporting member in all directions. It is the intent to have the pad not extend under the entire piece of equipment unless that equipment is located on the exterior of the building on the ground, or the weight of the pad is required for vibration control. Pads will have 1/2 inch chamfered on all exposed edges and will be poured and finished smooth and level to insure proper and continuous support for the bearing surfaces of the equipment. There will be no deviation in excess of 1/8 inch when tested with a 10-foot straightedge.

Size: Coordinate length and width of pads and penetrations necessary for piping or conduit with the actual equipment approved for use on the project.

Height: Pads will be a minimum of four inches high, or as required to maintain proper condensate drainage characteristics for the air handling unit.

3.15.B.2 Identification of Piping and Equipment

General: Comply with ANSI A13.1-1981, Scheme for Identification of Piping Systems, and OSHA requirements, or as otherwise indicated.

Markers and Bands: Use to identify contents of pipe and direction of flow. Required for all visible or accessible piping systems.

Valve Tags: Each tag will designate appropriate service and valve number. Used in association with the valve tag list to confirm operational data and other pertinent information.

Labels: Establishes identity for mechanical system components. Labels on access panels advise of item that is accessible through the panel.

Equipment Access: Provide access doors and panels at all locations where concealed equipment, fixtures, devices, and similar items require accessibility for service, inspection, maintenance, repair, or replacement.

3.15.C Section 15060 - Pipes and Pipe Fittings

Domestic Water Piping (Above Ground): Copper piping will be annealed seamless hard temper type "K" and will comply with ASTM B-88. Copper is allowed for pipe sizes up to an including 4 inch diameter. The name or trademark of the manufacturer and the type of pipe will be permanently marked on each section of pipe at intervals not exceeding 4-1/2 feet. Fittings used in copper alloy piping will be streamlined pattern, wrought or cast brass conforming to ANSI B16.22 or wrought bronze conforming to ANSI B16.15.

2-1/2 inches and smaller will be solder-type. Fittings for piping 3 inches and larger will be brazed fittings and will be braced or silver-soldered. Exposed piping in finished areas will be brass pipe or tube, chrome-plated.

Domestic Water Piping (Below Ground): Copper piping will be annealed seamless soft drawn type "K" copper tubing. Copper is allowed for pipe sizes up to an including 4 inch diameter. The name or trademark of the manufacturer and the type of pipe will be permanently marked on each section of pipe at intervals not exceeding 4-1/2 feet. Fittings used in copper alloy piping will be streamlined pattern, wrought or cast brass conforming to ANSI B16.22 or wrought bronze conforming to ANSI B16.15. Class 52 cement lined ductile iron for pipe 6 inches and larger with Rigid mechanical joint piping connections.

Sanitary Waste and Vent Piping (Above Ground): Cast-iron soil pipe, service weight, no-hub piping. Piping will comply with the requirements of CISPI 30 and ASTM A-888. Hubless joints will be "No-hub" type coupling consisting of a 24 gauge 304 stainless steel compression clamp with gasket guides, 304 stainless steel screw clamp and matching full neoprene gasket that interlocks with the housing. Coupling will comply with the requirements of CISPI 310 and ASTM C-564. Maximum size allowed for no-hub piping is 8 inches. Alternative materials will be considered on a case by case basis and will be approved prior to procurement or installation.

Sanitary Waste (Below Ground): Cast-iron soil pipe, service weight, hub and spigot piping. Piping will comply with the requirements of CISPI 301 and ASTM A-74. Joints for hub and spigot pipe will be installed with compression gaskets conforming to the requirements of ASTM C-564. Alternative materials will be considered on a case by case basis and will be approved prior to procurement or installation.

Stormwater Piping: Same as Sanitary Waste. Piping for encasement in concrete walls or columns will be Schedule 40 PVC. Alternative materials will be considered on a case by case basis and will be approved prior to procurement or installation.

Cooling Tower Make-up Water Piping (Above Ground): Copper pipe, Type L or K.

Cooling Tower Make-up Water Piping (Below Ground): Galvanized steel pipe, Schedule 40, with galvanized threaded fittings.

Subsoil Drainage: Perforated PVC.

Steam Piping: Steel.

Condensate Piping (Steam): Copper Type DWV with soldered joints or Schedule 80 steel.

Chilled Water Piping (Inside): Type K copper or steel.

Heating Water Piping (Inside): Type K copper or steel.

Chilled Water Piping (Underground): Pre-insulated steel.

Hot Water Piping (Underground): Pre-insulated steel.

Thermal Insulation (Hydronic Piping):

Chillers and chilled water piping will be insulated with cellular glass insulation: Owens Corning Foamglas, 1 ½" minimum thickness with bore coating, joint sealant, finish fabric, and finish mastic.

Condensate drain piping will be insulated with elastomeric insulation: Rubatex or Armstrong AP Armaflex.

Sprinkler Piping (Above Ground): Pipes 2 inch and smaller will be schedule 40 black steel, ASTM A-53 and UL Listed, Fittings will be malleable iron, 150 psi banded, threaded, black, ANSI B-16.3; Pipes 2 ½ inches and larger roll and grooved schedule 10 black steel pipe, ASTM A-135 and UL Listed. Fittings will be mechanical grooved coupling system, UL Listed.

Sprinkler Piping (Below Ground): Ductile cast iron class 52, UL Listed and FM Approve. Fittings will be mechanical joint cast iron, class 250.

3.15.D Section 15110 – Valves

Domestic Water System: All valves in the domestic water system will be gate valves as manufactured by Crane, Milwaukee, Stockham, Nibco, and Powell. Valves 2 inch and smaller will be gate valves with bronze body and bronze trim, threaded or soldered connections. Valves 2 ½ inch and larger above ground will be butterfly valves with flanged, welded or mechanical joint connections, cast iron body with bronze trim. Valves underground will be butterfly (or ball – 2 inch or smaller) type with cast iron body and bronze trim, flanged or welded connections, and non-rising stem with square wrench nut head.

Hydronic Piping System: Gate, gate and angle gate valves can be appropriate for hydronic piping. Acceptable manufacturers are Crane, Milwaukee, Stockham, Nibco, and Powell. Other valve options include butterfly valves by Milwaukee (2 inches and smaller), and Crane, Centerline, DeZurik, and Nibco (2-1/2 inches and larger), and ball valves (2 inches and smaller) by Crane, Milwaukee, Nibco, Jamesbury and Stockham.

Double Detector Check Valves: Reduced Pressure Detector Assembly Backflow Preventor of, ASSE, FM Approved, UL Listed, with OS&Y gate valves on inlet and outlet, and strainer on inlet. Include 2 positive-seating check valves and test cocks, bypass with displacement-type water meter, valves and double-check backflow preventor for continuous pressure application.

Pressure Reducing Valves: Pressure reducing valves will have a means of externally adjusting the outlet pressure. All internal parts subject to wear will be replaceable without removing the valve from the piping. Valves will have an integral low inlet pressure check valve, and will maintain. Acceptable manufacturer: Golden Anderson (no substitutions).

3.15.E Section 15185 - Pumps

3.15.E.1 Basic Pump Construction

General: All pumps will comply with the following requirements unless otherwise indicated.

Casing: The casing will be designed for 175 psi working pressure and will be hydrostatically tested at 150% of the maximum working pressure. Suction and discharge flanges will be provided and drilled to ANSI Standards. Provide cast lifting lugs in pump casing. Casing will be horizontally split unless otherwise noted.

Pump Volute: Plugged drain, vent, and gauge tappings will be cast into the pump volute. The volute will be designed such that the motor and pump can be disconnected and removed, leaving the volute and piping in place.

Casing Rings: The pump case will have two replaceable bronze case wear rings (impeller wear rings), located at each impeller skirt. Each ring will be pinned or press-fit into grooved shoulders to lock the ring in place.

Mechanical Seals: Mechanical seals will be designed for operation in 225 Degrees Fahrenheit liquid. Seals will have a carbon seal ring and ceramic seat, or Ni resist seal, installed on both sides of the shaft, and will have provisions for venting and lubrication. The shaft will be steel, with a replaceable bronze shaft sleeve or collar. All pumps will be provided with mechanical seals unless specifically indicated otherwise.

Bearings: Radial and thrust bearings will be single row ball, re-grease lubricated, self-aligning type mounted in cast-iron cartridges, with 100,000 hours average life. Bearings will be removable without disconnecting the pump volute. Provide grease seals and neoprene water slingers to protect the bearings.

Base: Provide a cast-iron or steel drip rim base for each pump unit. Pump and drive unit will be aligned and bolted or welded in place on a common base plate prior to factory shipment.

Gasket: Provide cellulose fiber gaskets for the suction and discharge flanges.

3.15.E.2 Double Suction Pump

Certified Pump Curve: A certified pump curve for each double suction pump is required.

General: Pump will be single-stage centrifugal type with horizontal axially-split cast-iron casing.

Impeller: the impeller will be double suction type, made of cast bronze, balanced hydraulically and dynamically, keyed to the shaft and securely retained in an axial position by positive mechanical means.

Piping Connections: Suction and discharge connections will be located on opposite sides of the lower half casing, allowing removal of the rotating element without disturbing the system piping connections.

Manufacturer: Acceptable manufacturers are: Aurora, Bell & Gossett/ITT, or approved equal.

3.15.E.3 Domestic Water Booster Pump

The domestic water booster pump will be a UL Listed Variable Speed packaged system with 100% redundancy and alternating sequence of operation.

3.15.F Section 15410 - Plumbing Fixtures

Plumbing fixtures within public areas of the Main Terminal will comply with the requirements of the Main Terminal Interior Design Criteria Manual.

Water closet, Wall Hung: American Standard No. 2258.125 (1.6 GPF) (or approved equal by Kohler Co.) white vitreous china, wall-mounted, elongated bowl, siphon jet, 1-1/2 inch back spud. Provide Sloan "Royal" Model No. 152-1.6 ES-S (1.6 GPF) water saver, automatic flush, valve system, with 24V. sensor and solenoid operator, with vandal resistant screws for the sensor cover plate, vacuum breaker, 1-1/2 inch flush connection for concealed back spud, angle stop valve and override push button. Provide each valve with a factory supplied transformer model EL-154 (no substitutions on flush valve assembly).

Provide a Zurn Series Z-1203, or approved equal, hub and spigot adjustable horizontal carrier system for siphon jet water closet. Provide a Sperzel No. 150-EEWSSCH, or approved equal, white heavy duty, open front, and extended back, toilet seat, with four bumpers.

Water closet, Handicapped, Wall-hung: Use all of the components as described in the previous paragraph, entitled, "Water closet, wall-hung." Set at raised handicapped height.

Urinal, Wall-hung: American Standard No. 6605.027 (or approved equal by Kohler Co.) white vitreous china, blowout flush action, 1-1/4 inch back inlet spud. Provide Sloan "Royal" Model No. 195-1.0 ES-S (1.0 GPF) water saver flush valve system, with 24V sensor and solenoid operator, with tamper-proof screws for the sensor cover plate, vacuum breaker, 1-1/4 inch flush connection for concealed back spud and angle valve. Provide each valve with a factory supplied transformer model EL-154 (no substitutions on flush valve assembly). Provide a Zurn Series Z-1222 or approved equal plate type carrier system.

Urinal, Handicapped Wall-hung: Use all of the components as described in the previous paragraph, entitled, "Urinal, wall-hung." Set at lowered handicapped height.

Lavatory, Wall-hung: American Standard No. 0355.012 (or approved equal by Kohler Co.), white vitreous china, front overflow, and 4-inch centered faucet holes. Provide a Speakman Sensor-Flo, Model S-8810-BO-HTS-VRS, electronic faucet with 4-inch deck plate (with double studs), complete with transformer, 12 VDC solenoid valve, waterproof connectors, filters, braided steel flex hose, 0.5 GPM reduced flow device and spout locking device (no substitutions on faucet assembly). Provide a Zurn Series Z1231 or acceptable equal, concealed arm carrier system. Provide one piece escutcheon with rubber grommet at wall for control wire and braided tube. Provide 17 GA.C.P. P-trap, supplies and stops (no substitutions for fittings).

Lavatory, Handicapped, Wall-hung: Use all of the components as described in the previous paragraph, entitled, "Lavatory, wall-hung." Set at handicapped accessible height.

Mop Sink: Fiat Model No. TSB 100, or approved equivalent, precast terrazzo, 24-inch by 124-inch by 2-inch high, with 2-inch wide shoulders and 1/2-inch pitch towards inside, and stainless steel integral drain. Provide Fiat Model 889-CC, 24 inches long by 3 feet wide stainless steel mop hanger with three rubber grips. Provide Speakman Model No. SC-5811-RCP chrome-plated cast brass, complete with 3/4-inch hose coupling discharge, pail hook, and top brace (no substitutions for fittings).

Lavatory, Fittings for solid-surface countertop with integral bowl (Corian or similar): Provide a Speakman Sensor-Flo, Model S-8810-BO-HTS-VRS, electronic faucet, with 4-inch deck plate, complete with transformer, 12 VDC solenoid valve, waterproof connectors, filters, braided steel flex hose, auto-flo 0.5 GPM reduced flow device, and spout locking device. Provide 17 GA. C.P. P-trap supplies and stops (no substitutions for fittings). This sink configuration would be typical at a diaper changing station.

Hydrants, Wall- or Floor-Mounted:

Interior: Recessed, wall-mounted, with hinged cover, 3/4-inch male hose thread nozzle, vacuum breaker-backflow preventer, chrome finish brass casting, with loose key-operated stem and door. Woodford Model B74, or approved equal.

Exterior: Recessed, wall-mounted, with hinged cover, 3/4-inch male hose thread nozzle, non-freeze, automatic draining, chrome finish all bronze construction, vacuum breaker-backflow preventer, with loose key-operated stem and door, Woodford Model B65, or approved equal.

3.15.G Section 15485 - Plumbing Equipment

3.15.G.1 Electric Water Heaters

Tank: Heater will be constructed with steel tank constructed to 125 psi working pressure, 300 psi test pressure and lined with borosilicate glass bonded to tank. Glass lining to be baked at 1600 Degrees F., to assure a molecular-interchange between tank and lining. Tank to be protected against electrolytic activity with replaceable factory installed anode rod and factory installed dielectric nipples.

Temperature Control: Water heater to be provided with fully adjustable temperature controls and automatic high limit control. Unit will have ASME-approved temperature and pressure relief valve properly sized for BTU capacity of the unit installed.

Insulation: Water heater will be insulated to ASHRAE 90.1-1989 standards and jacketed with manufacturer's standard heavy steel jacket.

Heating Element: Water heater will also feature 90% efficient immersion type heating elements. Incoloy sheathed elements will be provided. All units will be constructed with factory-installed heat traps to increase efficiency and reduce standby loss by a minimum of 10%.

Relief Valve: Provide ASME-rated and UL-listed temperature and pressure relief valve. Temperature setting will be 210 Degrees F., and the pressure setting will be 125 psig, unless otherwise indicated.

Drain: Provide storage tank drain and drain pan fabricated of minimum 18-gauge galvanized steel, with a minimum lip of 1-1/2 inches, and provided with a drain connection piped to the nearest floor drain unless otherwise indicated.

Testing: Each unit is to be UL-tested, and UL-listed, for service as a domestic water heater for voltage inputs as indicated on the drawings.

Warranty: Water heater will carry a limited factory warranty of 5 years. Acceptable manufacturers are as follows:

- a. Rheem
- b. Lochinvar
- c. A. O. Smith

Thermostatic Mixing Valve: Provide a thermostatic mixing valve with bronze body construction and corrosion-resistant components for each water heater serving the public toilets. Valve will be equipped with a removable union and stop and check valve, and stainless steel strainer. Unit will be a Lawler No. 66-50, with dialed thermometer and solenoid valve. The mixing valve will be enclosed within a lockable metal box.

3.15.H Section 15710 - Cooling Tower

Enclosure: The Landside Terminal, Airside F and Airside A have custom-designed concrete and masonry structures that form the basin, the tower walls, the fan deck, and the fan stacks.

Product: The cooling tower design is to be based on a regularly catalogued product assembly of the manufacturers.

Lintels: The tile fill will be supported by pultruded fiberglass reinforced vinyl ester resin tee section lintels capable of withstanding imposed loadings with a safety factor of 3.

Tile Fill: The tile fill will be of multi-cell design, set without mortar, in a pattern, and of sufficient height to meet the necessary design performance level. The tile fill will be of hard burned clay, with a low absorption such that it will pass a freeze-thaw test conducted in accordance with ASTM C 67. The tile fill will have a minimum crushing strength of 2000 psi over the gross area with the load is applied parallel to the cells as tested in accordance with ASTM F 67.

Mist Eliminators: The eliminators will be of the 3 pass cellular type, assembled in sections. Free water carryover will not exceed 0.05 % of the total water flow. The eliminator will be constructed of PVC conforming to ASTM D 1784, Type I, Grade 2. The mist eliminators will have a flame spread rating of 25 or less when tested in accordance with ASTM Procedures E-84.

Speed Reducer: The speed reducer gears will be rated with a service factor of 2 and designed for cooling tower service. The alarms for both the vibration switch and the oil level switch will be transmitted to the BCS.

Fan Assembly: The complete fan assembly will provide maximum efficiency and long life while handling saturated air at high velocities. The fan will be a multi-blade design and constructed of fiberglass reinforced resin.

Drive Connection: The motor will be located outside the airstream. The stainless steel drive shaft will be full floating type with flexible couplings at both ends. Each coupling will be provided with a galvanized steel guard.

Distribution System: The distribution system for each cell will consist of two central headers, side laterals and nozzles. The header capacities will be as indicated in the cooling tower schedule on the drawings. All piping will be fiberglass or PVC. Fittings and nozzles will be PVC or ABS. The distribution system will terminate in a flange face located 6 inches below the top of the fill support beams.

Ladders: Provide stainless steel ladders that comply with OSHA requirements. Two ladders, located at opposite faces, will be provided for tower installations with more than two cells. Ladders will extend from the ground or walking surface to the top of the cooling tower working surface, unless otherwise indicated. Provide a stainless steel OSHA cage if the height of the top of the tower is more than 20 feet above the ground.

Water Level Control: Provide plastic or bronze mechanical float with adjustable linkage, unless otherwise indicated. The water level control will be provided with a still well and will be accessible without entering the tower basin.

Fan Motor: Provide totally enclosed, air over type motor located outside the air stream. Motor will be two-speed motor rated at 1800/900 rpm. Fan motor will have 1.5 service factor.

Vibration Cutout Switch: Provide switch to de-energize fan motors if excessive vibration occurs due to fan imbalance.

Maximum Permissible Sound Pressure Level: Use 0.0002 microbar as reference. Measure at 50 feet in several directions, uniformly covering 360 degrees. Do not exceed maximum permissible dB level in each of the following octave bands:

63 HZ - 73 dB 1000 HZ - 63 dB
125 HZ - 71 dB 2000 HZ - 60 dB
250 HZ - 69 dB 4000 HZ - 55 dB
500 HZ - 69 dB 8000 HZ - 50 dB

3.15.1 Section 15800 - Air Handling Units

Solid Double Wall Construction: Units will be double wall construction with 2 inch thickness, 1-1/2 pound density fiberglass insulation. The insulation will be sandwiched between a minimum 18 gauge galvanized steel solid interior wall and the exterior wall. Removable or hinged access panels will provide access to both sides of cooling coil, drain pan, internal fan drive, electric heating coil, and filter section.

Condensate Drain Pan: Each unit will have an insulated, 20 gauge stainless steel double wall drain pan for condensate drainage. The insulation will be a minimum of 1 inch thick fiberglass and the inner pan will be coated with corrosion-resistant elastomeric-based material. Threaded pipe drain connections will be provided on one side only and the pan will slope toward the connection, allowing no standing water. The drain connection will be on the side of the unit that has the condensate drain plumbing connection. If the selected air handling units have more than one drain connection, each connection will be provided with a trap and an individual drain line piped to discharge at the nearest condensate floor drain. The discharge of the individual condensate traps will not be connected together.

Fans: Fans will be double width, double inlet, multiblade type constructed in accordance with the American Fan Manufacturers Association Standards. Fan wheels will be forward curve or backward inclined air foil type. Fan blades will be bonderized or galvanized steel and will be finished with baked enamel for corrosion protection. Fan shafts will not pass through their first critical speed at any cataloged rpm.

Bearings: Fans will be equipped with self-aligning, anti-friction pillow block ball type bearings with a minimum life of 100,000 hours.

Fan motors will be an open drip-proof when located outside the discharge air stream from the cooling coil and totally enclosed air-over type when located in the cooling coil discharge.

Water Coils: Coils will be leak tested to 200 psig air pressure underwater and designed for 300 psig working pressure. The coils will be continuous seamless copper tube with aluminum plate fins bonded by mechanical expansion of the tubes, unless otherwise indicated. Fin spacing will not exceed 12 per inch. Frames will be constructed of 16 gauge galvanized steel casing with copper headers brazed to tubes and threaded connections. Both supply and return headers will be provided with 1/8 inch NPT vent connection at top and bottom for venting and draining coil. The coils will be arranged for the water to counterflow in the direction of the air flow. Tube sheets will be 16 gauge stainless steel, located on each end and at a maximum of 80 inch intermediate spans with drain collars to support tubes. Return bends will be die-formed, brazed to tubes and header and will be seamless hard-drawn copper tubing. Casing channels will be free-draining, without depressions to collect moisture and contaminants or to block fin area, and with an air bypass/water carryover arrester between the casing bottom channel and the fins.

Electric Coils: Electric heating coils will be UL, ETL, or ARL listing for installation in a section of the air handling unit. Coils less than 5 kW will be single stage; above 5 kW will have a minimum of two stages. Electric heater element will be constructed of heavy-duty nickel chromium. 480 volt, three phase elements will be internally wye connected with automatic line break high limit control.

Each heater will be provided with single point electric power connection and terminal strip connection for control wiring.

Whenever possible, fan coil units, necessary for the odd situation, will be installed in a vertical configuration and within a nearby mechanical room.

3.15.J Section 15845 – Variable Air Volume Terminal Units

VAV units will be double wall construction with no insulation exposed to the air stream.

VAV unit controls will be Johnson Controls “Metasys” type and be factory installed.

VAV units will be located as close to the finished ceiling as possible. Units will be accessible by using a ladder no taller than eight feet.

3.15.K Section 15855 - Diffusers, Registers, and Grilles

Supply diffusers, return air grilles, and exhaust grilles mounted in ceilings will have a painted perforated metal face. Round, square, or rectangular devices with exposed directional blades are not allowable. Linear devices are allowable and generally preferred by design professionals.

3.15.L Section 15890 – Ductwork

Sheet Metal Ductwork:

Material: Prime quality 48 inch wide resquare tight coat cold-rolled hot-dipped galvanized steel capable of double seaming without fracture. Conform to the requirements of ASTM A-525 and ASTM-G90 for a minimum galvanizing coat of 1.25 ounces per square foot total for both sides.

Construction: Provide corner closures. Longitudinal seams and transverse joints will be flat and smooth inside. Make slip joints in direction of air flow. Transverse joints will be Pittsburgh lock or double corner seam. Button punch snaplock construction is not acceptable. All welds will be continuous and corrosion-resistant.

Fittings: Fabricate offsets, turns, and elbows with centerline radius equal to 1-1/2 times diameter when possible. No mitered offsets will be allowed.

Insulation: All supply return, and outside air ducts will be externally insulated. Unless detailed system design dictates otherwise, external insulation will be minimum 2" thick fiberglass duct wrap where concealed and 1 ½" thick duct board where exposed. Continuity of the vapor barrier on the exterior insulation will be maintained in accordance with the manufacturer's instructions. Duct insulation within equipment rooms will be fully coated with mastic or painted in its entirety.

Double Wall Manufactured Ductwork:

Material: Duct will be double wall, machine formed round or flat oval spiral lock seam duct constructed of galvanized steel sheets. The inner wall will be perforated and the annular space will be filled with minimum 1" glass fiber insulation with a maximum "k" value of 0.27 BTU per square foot per hour. Insulation will be covered with a minimum 1.5 mil film so that no fibrous material is exposed to the airstream.

Flexible Ducts:

Insulated Flexible Ducts, Fiberglass: Flexible duct will be factory-fabricated pre-insulated type with seamless vapor barrier. Fiberglass insulation will be nominal 1 inch thickness with maximum thermal conductance of 0.23 BTU/hr-sq. ft.-degrees at 75 degree F mean temperature. Flexible duct will have an operating pressure range of minus 0.5 inch w.g. to plus 2 inch w.g., maximum

working velocity to 4000 fpm and temperature range to 250 degree F. Core will be continuous and consist of aluminized mylar laminated to a corrosion resistant steel wire helix.

Vapor retardant rating will be 0.17 perm maximum per ASTM E96-A.

Flexible duct will be a maximum of 8 feet in length unless otherwise indicated and will be fully extended to smooth out internal corrugations, and will be installed without kinks, compression, or obstructions so that pressure drop is minimized. Install with a maximum equivalent of two 90-degree bends. No bend will be made with centerline radius of less than one duct diameter for fiberglass ductwork, or four and one-half diameters for metal ductwork. No additional flexible duct will be provided for future relocation unless otherwise indicated; cut and remove excess length.

Flexible duct will be supported at ends and at each 90-degree bend. Maximum permissible sag is ½ inch per foot of spacing between supports.

Hanger and saddle material in contact with the flexible duct will be of sufficient width to prevent any restriction of the internal diameter of the duct when the weight of the supported section rests on the hanger or saddle material. In no case will the material contacting the flexible duct be less than 1 inch wide. Hanger will be used in conjunction with a sheet metal saddle formed to cover one-half the circumference of the outside diameter of the flexible duct and will be rolled to fit neatly around the lower half of the duct's outer circumference.

Coordinate ductwork and piping to allow clear access to and around equipment.

3.15.M Section 15900 – HVAC Instrumentation and Controls Airside E

For the Landside Terminal complex, Airside F, Airside A, Airside E, and the new Airside C, the Building Control System is, and will be the Johnson Controls "Metasys" system installed by the manufacturer.

With a Johnson Controls system, all AHU and chiller plant control valves and dampers will be pneumatically actuated. In addition, all VAV control dampers will be electronically actuated.

All new and revised control drawings will be laminated and inserted in the master set in the HVAC Control Room (Service Building at the Central Plant).

3.16 Division 16 - Electrical

3.16.A Section 16050 - Basic Electrical Materials and Methods

A City of Tampa Electrical Permit must be obtained and displayed at the work location.

All work must conform to the National Electrical Code, the City of Tampa Code, the Authority Tenant Work Permit General Construction Standards (Special Provision No. 4) and the applicable Authority Design Criteria Manual.

All relays, contactors, starters, motor control centers, switchboards, panelboards, dry-type transformers and so forth, will be supplied and manufactured by the same manufacturer. Panelboards, switchboards, breakers, etc., will match the existing building equipment.

All screws, bolts, washers, and other fasteners used in supporting fixtures, conduit, or outlets will be fabricated from rust-resisting metal and will be of a common replacement type design. No rivets or other non-replaceable type fasteners will be permitted. Use of tie wire is not acceptable. Powder actuated anchors are not permitted.

Provide reinforced concrete “housekeeping pads” for switchgear, motor control centers, transformers, etc. Pads should be a minimum of 4 inches high and project at least 6 inches beyond the footprint perimeter of the cabinet. Pads should match existing pads within the same room. Chamfer top edges 1/2 inch.

Testing of cables 600V or less and size No. 2 or larger will be meggered using an industry-approved “megger” with a minimum of 500V internal generating voltage. All inspection, cleaning and testing procedures will be in compliance with the recommendations and standards outlined in the “Maintenance Testing Specifications for Electrical Power Distribution Equipment and Systems,” latest edition, published by International Electrical Testing Association (NETA). Readings will be recorded in the presence of the design professional or an owner’s Representative. Provide a schedule of testing to the Engineer and the Authority construction project manager a minimum of three calendar days prior to testing. Insulation resistance test values will be no less than 50 megaohms.

3.16.B Section 16060 - Grounding and Bonding

All branch circuit and feeder raceways will have a copper system ground conductor within the conduit throughout the entire length of the circuit and bonded to portions of the conduit that are metal by listed grounding bushings.

3.16.C Section 16075 - Electrical Identification

Equipment identification using phenolic plastic laminate nameplates will be as follows:

- a. Normal system will be 1/2-inch high white lettering on a black field
- b. Emergency system will be 1/2-inch high white lettering on a red field
- c. Uninterruptible power supply system will be 1/2 inch high white lettering on an orange field

3.16.D Section 16110 – Raceways

The entire installation will be in hot-dipped rigid galvanized conduit, intermediate metal conduit, heavy wall Schedule 40-PVC plastic conduit (in slab or underground only), or electric metallic tubing, unless specifically noted otherwise. Only heavy wall PVC (Schedule 40) will be used for all raceways trapped underground and in or under concrete slab on grade. Minimum conduit size for lighting, power, data, phone and fire alarm systems will be 3/4-inch C. All conduit will be UL-listed and labeled.

Conduit expansion fittings will be malleable iron, and will be hot-dipped galvanized inside and outside.

All raceways will be run in a neat and workmanlike manner, and will be properly supported from structural members (beams, joists, or slabs) in accordance with the latest edition of NEC using approved conduit clamps, hanger rods, and structural fasteners. Supporting conduit and boxes with wire is not approved. All raceways except those from surface-mounted switches, outlet boxes or panels, will be run concealed from view. Exposed raceways will be supported with clamp fasteners, with toggle bolt on hollow walls, and with lead expansion shields on masonry. Where PVC penetrates a floor from underground or in slab, a black mastic coated steel conduit elbow will be used. No PVC will be allowed anywhere except underground or in slab. Conduits will be run parallel and perpendicular to building beams wherever possible, exposed or concealed, and will be grouped in workmanlike fashion. Crisscrossing of conduits will be minimized. Multiple runs of raceways will be routed together. Raceways will not be located within six inches of other system components (HVAC ducts, chilled water lines, sprinkler lines, domestic water lines, bus ducts, etc.).

The contractor will prepare and submit coordination review drawings to Authority prior to installation of all multiple raceway conditions illustrating layout, elevations, and coordination with other building system components. All raceways will be installed as close as possible to the structure and at the highest elevation possible.

All raceways will have an insulated copper system ground conductor throughout the entire length of circuit installed within conduit in strict accordance with NEC.

Insulated bushings will be used on all rigid steel conduits terminating in panels, wire gutters, or cabinets.

All connections to motors or other vibrating equipment (except dry type transformers) or at other locations where required will be made with not less than 12 inches of flexible liquid-tight steel conduits, using special type of connectors with strain relief fittings at both terminations of conduit.

Expansion fittings will be installed in the following cases: In each conduit run wherever it crosses an expansion joint in the concrete structure; on one side of joint with its sliding sleeve end flush with joint, and with a length of bonding jumper in expansion equal to at least three times the normal width of joints; in each conduit run which mechanically attaches to separate structures to relieve strain caused by shift on one structure in relation to the other; in straight conduit run above ground which exceeds one hundred feet in length. Interval between expansion fittings in such a run will not be greater than 100 feet.

Electric metallic tubing (thin wall) may be installed inside buildings above ground floor where not subject to mechanical injury. All electrical metallic tubing will be joined using compression type steel fittings. All connectors will have insulated throats.

Rigid metallic conduit installed underground will be coated with waterproofing black mastic before installation, and all joints will be recoated after installation.

All temporary and permanent conductors (power, lighting, control, communications, lightning protection, etc.) must be placed in conduit or approved cable trays.

The contractor will furnish coordination drawings prior to installation which show layout and elevations of all multiple raceways.

Bus ducts will be separately supported using the manufacturer's standard recommended equipment allowing for removal of bus duct sections and inspection of all cover plates.

The minimum conduit size for power and lighting systems will be 3/4 inch conduit for all circuitry homeruns from the panelboard. Conduits branching off of the homerun conduit to devices may be 1/2 inch conduit, if it contains no more than 4 conductors per conduit (excluding the equipment grounding conductors), and phase conductors no larger than No. 12 AWG.

All systems (fire alarm, sound system, controls, etc.) conduits will be a minimum of 3/4 inch.

Catwalks and handrails will not be used to support raceways of any type.

All raceways crossing building expansion joints will be equipped with expansion-type fittings.

Sleeves will be used when conduits pass through walls, floors, and roofs, and will be of galvanized steel, sized to allow for a minimum 1/4 inch clearance. Fire rating integrity will be restored after penetration.

Flexible steel conduit will be limited to final connections to motors and transformers and will be restricted to 36 inches in length. Flexible steel conduit may also be used to connect light fixtures

to junction boxes in lengths not to exceed 4-6 feet. All flexible steel installations will be a continuous length with threadless hinged clamp-type fittings and a male end provided with a locknut.

All conduit must have steel compression-type connectors and couplings with non-removable insulated throats.

All conduit exposed to the weather will be rigid galvanized conduit.

All raceways (conduits, wireways, busways, etc.) and boxes will be independently supported from the building structure. Attachment to ceiling support system or the use of tie wire for raceway support is prohibited.

All raceways and boxes will be installed as close as possible to the structure and at the highest elevation possible. The contractor will prepare "coordination drawings" that establish MEP systems layering to ensure proper functioning and maintenance access for all ceiling cavity components.

All raceways will be installed parallel with the structural framing members.

Raceways and boxes will not be located within six inches of other systems (HVAC ducts, chilled water lines, sprinkler lines, water lines, bus ducts, etc.).

Multiple runs of raceways (two or more) will be routed together and supported by trapeze hangers consisting of all-thread rod and unistrut cross members. All multiple raceways will be installed horizontally. Conduit supports will be one-hole malleable straps, clamp-backs, or other accepted devices with suitable bolts. Caddy batwing-style straps, which clip to wire without the use of bolts, are not allowed.

Floor Boxes: Design type will allow for continuous raceway into the floor boxes without a junction box. Floor box raceways will be installed to allow for the first junction box to be located within the same room and floor level.

Maximum allowable wire or cable fill in a raceway will be 40%. This applies to all systems (fire alarm, low voltage controls, fiber optic, telephone, etc.).

Spare parts will be provided at the completion of the work as follows:

- a. Lamps: Provide a minimum of one case or six lamps, whichever is greater, for every type of lamp installed. Quantity may be increased with large-scale projects.
- b. Fuses: Provide a fuse cabinet with 3 spare fuses of each size and type used.

3.16.E Section 16120 - Conductors and Cables

Branch circuit and feeder conductors for electric power will be copper type THW or THWN. No aluminum wiring will be permitted. Wire in vicinity of heat-producing equipment will be type XHHW/L-S insulation. All wiring will be manufactured in the USA.

All copper taps and splices in No. 8 or smaller wire will be fastened together by means of "wirenut" connectors. All taps and splices in wire larger than No. 8 will be made with solderless type lugs and taped to provide insulation equal to wire. Stranded conductors #2 and larger should have compression type connectors.

All power feeders and branch circuits No. 8 and smaller will be wired using color-coded wire having the same color used for a system throughout the building. Power feeders above No. 8 will be either fully color-coded or black insulated and be similarly color-coded with tape in all junction boxes and panels. Tape will completely cover 1/3 of the length of conductor insulation within the box or panel.

Modular connectors, MC, AC, or any similar type cable wiring are prohibited. The intent is to allow removal of conductors without conduit replacement. All electrical wiring will be performed by conventional, industry standard methods with the use of conduit, wire, and wire nuts.

All electrical feeders will be run in continuous pieces without joints or splices.

All conductors will be copper. Branch circuit and feeder conductors No. 12 AWG and smaller will be solid. No. 8 AWG and larger will be stranded.

Cable extensions from raceway terminations will not exceed 5 feet.

Connections: Conductors No. 10 and smaller will be connected with pre-insulated twist-on spring connectors encased in a plastic shell and rated at not less than 105 degrees C. No exceptions. Wire nut manufacturers will be Ideal or accepted substitution. A minimum of 3/8-inch skirt will cover all bare wires. Self-stripping or stab-in type electrical wire connectors are prohibited. This includes connectors within lighting fixtures, signs, and equipment.

3.16.F Section 16130 – Raceways and Boxes

At all concealed boxes for electric lights, switches, wall receptacles, telephone outlets, etc., standard galvanized one-piece steel boxes will be provided. Surface outlet boxes and conduit bodies will be made of heavy cast aluminum or iron with external raised hubs. Trim rings will be of one-piece construction.

Boxes will be of such form and dimensions as to be adapted to the specific use, location, type of device or fixtures to be used, as well as number and size of conductors and arrangement, and size and number of conduits connecting thereto.

All flush boxes will be mounted so that covers and plates will be flush with finished surfaces without the use of shims, mats, or other devices. Plates will not support wiring devices. Where two or more switches are installed in the same location, gang switches together using one-piece boxes with common plate. Wall-mounted devices of different systems (switches, thermostats, etc.) will be coordinated for symmetry when located near each other on the same wall. Trim rings will be extended to within 1/8 inch of finish wall surface.

Installation of outlet or junction box will be limited to one extension box. Flush outlets will be mounted so that covers and plates will finish flush with finished surfaces without the use of shims, mats, or other devices not submitted for this purpose. Add-a-Depth rings or switch box extension rings (Steel City #SBEX) are not acceptable. Plates will not support wiring devices. Arrange switches together with a common plate where two or more are indicated in the same location. Wall-mounted devices of different systems (switches, thermostats, etc.) will be coordinated for symmetry when located near each other on the same wall. Through-wall type boxes will not be permitted.

3.16.G Section 16140 - Wiring Devices

Wiring devices will be specification grade. Switches will be silent type. Receptacles will be duplex grounding type, and will be provided at a maximum spacing of twenty-five feet in public areas.

Coverplates for all devices will be stainless steel. All outside receptacles (weatherproof) will be duplex grounding type with stainless steel hinged covers.

Voltage and ampere rating of switches will be marked on switch, and will conform to voltage of system to which applied.

Use 20 AMP premium specification grade receptacles. Provide hospital-grade receptacles in all areas used by housekeeping (corridors, public areas, etc.). All devices (switches, receptacles, etc.) will be terminated with side-wired screw terminals only. Stab-in wire connections held by spring tension are not permitted.

Color of devices will be ivory with stainless steel coverplates.

3.16.H Section 16190 - Supporting Devices

All supports, hangers, and inserts required to mount fixtures; conduit, cables, and pullboxes will be furnished and installed. All items will be supported from the structural portion of the building. Boxes and conduits will not be supported or fastened to ceiling suspension wires or to ceiling channels.

All conduits will be securely fastened in place at intervals of 10 feet maximum. Hangers, supports, or fastenings will be provided at each elbow and at the end of each straight run terminating at a box or cabinet. The use of perforated iron for supporting conduits will not be permitted. The required strength of the supporting equipment and size and type of anchors will be based on the combined weight of conduit, hanger, and cables.

Hangers will be made of durable materials suitable for the application involved.

With concrete or masonry construction, insert anchors will be installed with round head machine screws. An electric or hand drill will be used for drilling holes for all inserts in brick, concrete, or similar construction. CAUTION: No anchors or holes will be made in the structure without first consulting with the Structural Engineer of Record.

3.16.I Section 16289 - Transient Voltage Suppression

Provide external Transient Voltage Surge Suppression (TVSS) on the following conditions:

- a. Service entrance equipment
- b. Panelboards (with circuits serving known electronic equipment)
- c. Systems panels (fire alarm, security access control, computer clean power, etc.) on both the power feed and any wiring (signaling circuit, initiating device circuit, etc., shields), which extend beyond the building by either underground, aerial, or other methods such as walkways, bridges, etc. Also, device wiring located at high locations such as penthouses, parking garage roof levels, etc., should be included.
- d. Spark gap devices or devices incorporated in or installed within the panel in lieu of the external TVSS are not acceptable.

3.16.J Section 16415 - Automatic Transfer Switch (ATS)

Automatic Transfer Switch (ATS) will have a manual bypass isolation operating handle with transfer speed equal to automatic operation. Provide automatic and manual transfer switches manufactured by one of the following:

- a. Russelectric, Inc.
- b. Automatic Switch Company
- c. Zenith Company

3.16.K Section 16425 - Distribution Switchboards

Factory-assembled, metal-enclosed switchboard for distribution and control of power from incoming line terminals to outgoing feeder terminals, installed and tested in place.

Switchboard will include all protective devices and equipment as listed on drawings or as included in these specifications, with necessary interconnections, instrumentation, and control wiring.

3.16.K.1 Products – General

Switchboards with circuit breaker, fusible switch, or integrally fused circuit breaker branch protective devices will comply with NEMA PB2 as a minimum requirement. Switchboard will meet Underwriters' Laboratories enclosure requirements for service conditions.

Each cubicle will have UL label affixed, unless special construction prohibits and no labeling or listing is available.

The sides and tops will be covered with removable screw-on code gauge steel plates.

Switchboards will be completely self-supporting structures, 90 inches high.

3.16.K.2 Finish

All steel surfaces will be chemically cleaned and treated to provide a bond between paint and metal surfaces to help prevent the entrance of moisture and formation of rust under the paint film.

The switchboard exterior will be finished indoor light grey No. 61, ANSI Z55.1.

Apply corrosion-protective undercoating to undersurface.

3.16.K.3 Bussing and Terminations

Bus bars:

- a. Buses will be tin-plated copper sized on the basis of not more than
- b. The bus structure will be braced to withstand mechanical forces exerted during short circuit conditions as required to limit the system fault current.
- c. A copper ground bus will be furnished secured to each vertical section structure.

Bus connections will be front accessible.

When spaces for future devices are noted on the drawings, all necessary buses except for the device connecting straps will be furnished.

Where provisions for future sections are called for on drawings, all buses will be extended to last section, and be adaptable for extension.

Through bus that feeds additional sections to main section will have continuous current rating of 100% of rating of main device frame size.

Line and load terminations will be provided suitable for the size, number of conductors, and conductor material. Terminations will be accessible from the rear.

Provide full-height wiring gutter doors for quick access to wiring terminals.

All hardware will have high tensile strength, and have a suitably protective finish.

When called for on drawings, a bus duct stub will be suitable for a direct connection to the bus duct without cabling.

3.16.K.4 Accessories

A switchboard will be provided with adequate lifting provisions, and will be capable of being rolled or moved into installation position and bolted directly to the floor without the use of floor sills.

3.16.K.5 Control Wiring

Each control wiring conductor will have heat shrink identification labels on each end of termination. Terminations will be made to screw terminal strips using approved conductor terminals. All points of terminal strips are to be labeled to match conductor labeling.

3.16.K.6 Main Section

The following instruments and associated equipment will be provided when called for by the design professional or the Authority

- a. Ammeter
- b. Voltmeter
- c. Ammeter and voltmeter transfer switches
- d. Current and potential transformers required
- e. Fuses
- f. All interconnecting wiring required

Instruments to be 4-1/2 square with +1 % accuracy, panel mount type.

Ground fault protection system will be provided.

- a. System will consist of a ground sensor on line side of main switch or on load side of branch breaker encircling all phase conductors, including neutral connected to a solidly grounded ground relay switch which initiates shunt tripping of the main or branch circuit interrupting device.
- b. System on main incoming service will be adjustable from 200 to 1200 primary amperes, system on branch breakers will be adjustable from 50 to 200 primary amperes, and time current characteristics should provide 6 cycle operation at about ten times setting.
- c. Relay output will operate from 120v AC fused sources from main bus.
- d. Submit coordination diagram relays and demonstrate coordination.

3.16.K.7 Distribution Sections

Circuit breaker, fusible switch, or integrally fused circuit breaker branch protective devices will be group-mounted with necessary bar connections accessible from the front, and have a minimum interrupting rating as required to limit the system fault current.

3.16.L Section 16430 - Switchgear

All switchgear will be equipped with the following:

- a. Current carrying parts of the bus structure will be copper
- b. The neutral will be fully rated
- c. Provide a copper equipment grounding bus of the set screw type

Circuit breakers for applications other than panel boards will be bolt-on type.

Electrical distribution will be similar to Airsides A, E, and C with two TECO transformers and the main building switchgear in two sections with an open tie breaker.

Provide spare switchgear breaker for the largest size breaker and a space within the switchgear to house. Provide spare capacity for future.

3.16.M Section 16440 - Disconnect Switches

All disconnect switches will be heavy-duty type, unless specifically noted otherwise. Switches will be fusible or non-fusible and sized as noted on drawings.

Switches will be 240 volt rated on systems up to and including 120/208V and 600V rated on higher voltage system with NEMA 1 enclosure, unless otherwise noted. All switches for motors will be dual horsepower rated. All switches mounted outdoors will be NEMA type 4X (stainless steel).

Provide and install lugs on disconnect switches as required to accept conductors.

3.16.N Section 16442 - Panelboards

Panelboard branch circuit breakers will be bolt-on, thermal-magnetic, molded case type.

Panelboards will be equipped with a minimum of 3 spare breakers and 25 % spare capacity.

All panelboards will be equipped with the following:

- a. Current carrying parts of the bus structure will be copper.
- b. The neutral will be fully rated.
- c. Provide a copper equipment grounding bus of the set screw type.

3.16.O Section 16450 - Grounding

In general, all electrical equipment (metallic conduit, motor frames, panel board, etc.) will be bonded together with a green insulated or bare copper system grounding conductor in accordance with the specific requirements of Article 250 of the NEC. Insulating bonding conductor through the raceway system will be continuous from main switch ground bus to panel ground bar of each panel board, and from panel grounding bar of each panel board to branch circuit equipment and devices.

A main ground, bare copper conductor, NEC sized but in no case less than No. 2/0, will be run in conduit from the main switchgear to a driven ground field outside the building. The main building service grounds will have resistance to ground at no more than 5 OHMS.

Grounding conductors will be so installed as to permit shortest and most direct path from equipment to ground; be installed in metal conduit with both conductor and conduit bonded at each end; have connections accessible for inspections and made with approved solderless connectors brazed (or bolted) to the equipment or structure to be grounded; in no case be a current carrying conductor; have a green jacket unless it is bare copper; and be run in conduit with power and branch circuit conductors. The main grounding electrode conductor will be exothermically welded to ground rods.

All contact surfaces will be thoroughly cleaned before connections are made to ensure good metal-to-metal contact.

Mechanical lugs or wire terminals will be used to bond ground wires together or to junction boxes and panel cabinets and will be manufactured by Anderson, Buchanan, Thomas and Betts Company, or Burndy.

All exterior grade mounted equipment will have their enclosures grounded directly to a separate driven ground at the equipment in addition to the building ground connection.

3.16.P Section 16461 - Transformers

Dry type transformers will be factory assembled, metal enclosed, provided, and installed in place.

Dry type transformers will be UL-listed and certified to meet NEMA ST-1 with convection cooling. Transformers will be tested and rated for sound level in accordance with ASA-C89. 1-1961.

Class H insulation will be employed for transformers above 30 KVA with maximum temperature rise of 150 degrees C. over 40 degrees C ambient. Class F insulation will be employed for transformers up to and including 30 KVA with a maximum temperature rise of 115 degrees C. over 40 degrees C ambient. Transformers will be copper wound.

Three phase units will be wound delta-wye. Minimum impulse level will be 10 KV. Each three phase transformers will have three separate sets of coils. No Scott T connections, open delta, or two coil arrangements will be permitted.

Transformers will be mounted where accessible. No units may be mounted behind partitions, above ceilings, etc. Each transformer will be mounted on 3-inch concrete base extending 3 inches beyond all sides.

3.16.Q Section 16442 - Panelboards

Panelboards will be of dead front design, equipped with bolt-on, quick-make, circuit breakers of the thermal magnetic type and mains with lugs or main breakers are required. Panel bus will be tin-plated copper. Bus will be braced for a capacity equal to or greater than the available symmetrical fault current. Double and triple pole breakers will be of common trip, single handle type.

Typical cabinets will be surface-mounted (concrete or masonry walls) or flush-mounted (gypsum board/stud walls) and will be fabricated from galvanized steel with a standard baked enamel finish.

Panels and breakers will be rated for voltage and class of service to which applied. All panels will have locks and all will be keyed alike. Panels will be supplied with standard baked enamel finish, both back box and front, except flush panels will have galvanized backbones. All panel board cabinets will have a system grounding bar bonded to the panel board cabinet for connection of system grounding conductors system. This bar will be mechanically and electrically isolated from

the neutral bar. Panel fronts on flush panels will have completely concealed trim clamps and door hinges. A typewritten circuit direction listing the actual circuit numbers, type of load and room names will be mounted on inside of door.

3.16.R Section 16475 - Overcurrent Protective Devices

3.16.R.1 Description of System

Provide overcurrent protection for all wiring and equipment in accordance with the NEC, all federal, state and local codes as required and/or as shown on the drawings.

3.16.R.2 Circuit Breakers

Circuit breakers for lighting and appliance panelboards will be bolt-on type. Circuit breakers for power panelboards will be bolt-on.

All circuit breakers will be molded-case, quick-make, quick-break, thermal magnetic type, and will be UL-listed and rated for voltage and class of service to which applied.

Double and triple pole breakers will be of the common trip, single handle type.

Circuit breakers will have minimum rating of 10,000 amp interrupting capacity, unless required otherwise by the design professional.

3.16.R.3 Fuses

No fuses will be installed until equipment is ready to be energized and after tightening of all electrical connections, inspection of all ground conductors and a meggar test of adequate insulation to ground of all circuits.

Fuses rated 601 amperes and larger will be UL Class L and have a minimum time-delay of 45 seconds at 300% rating and have O-ring gas seals at the end bells.

Fuses rated 600 amperes or less, installed ahead of circuit breaker or circuit breaker panels, will be UL Class RK-1.

Fuses rated 600 amperes or less for all general power circuits will be dual-element, UL Class RK-5-time delay type. They will be self-protected from extraneous heat.

3.16.R.4 Spare Fuse Cabinet

10% (or a minimum of three) of each size and type of fuse will be placed in a spare fuse cabinet, wall-mounted near the electric service.

Cabinet will be sized as required to store all fuses neatly. Cabinet will contain shelves and/or slots as required to separate types of fuses. Cabinet door will be hinged with latch.

3.16.R.5 Identification Label

A fuse identification label, showing type and size, will be placed inside the door of each fused switch.

Labeling for rejection type fused switches will read:

WARNING!
USE ONLY CURRENT LIMITING FUSES
CLASS _____, TYPE _____, MFR _____

Label will be engraved in red laminated plastic.

3.16.S Section 16511 - Interior Lighting

All fixtures will be designed and installed with consideration for maintenance accessibility. Stairwell fixtures will be located so they are accessible from a ladder at each landing.

All public restroom fixtures will have battery backup in addition to an emergency circuit. Emergency circuit will have a key switch located in an accessible janitor's closet to allow for annual battery discharge.

Use photo controls in lieu of time locks whenever possible. Lighting control contactors will be electrically and mechanically held. (This allows for manual closing of a contractor when needed.

All lighting fixtures and signs will be equipped with a renewable fuse in an external GLR fuse holder. Fuse placement will be in the most readily accessible location. An example would be to locate the pole-mounted fixture fuses at the bottom of the pole accessible from the handhold.

3.16.T Section 16670 - Lightning Protection

Lightning protection system will be designed in compliance with provisions of NFPA No. 780, "Standard for the Installation of Lightning Protection Systems."

The lightning protection system will be placed on the structure by experienced installers in compliance with provisions of the NFPA and Underwriters' Laboratories. Installers will be LPI (Lightning Protection Institute) certified, master, and journeyman in accordance with LPI standards. A UL Master Label and LPI certification will be required for the system.

Materials will comply in weight, size, and composition with the requirements of UL and the NFPA relating to this type of installation, and will be UL-labeled.

Air terminals will be solid copper with nickel-plated point, and will have proper base support for surface on which they are attached and will be securely anchored to this surface. Terminals will project a minimum of 10 inches above top of object to which attached.

Conductors will consist of commercially pure copper, complying with the weight and construction requirements of the Code, and will be cabled to interconnect with air terminals and, in general, provide a two-way minimum path to ground. The angle of any turn will not exceed 90 degrees, and will provide an approximately horizontal or downward course. Down conductors will be installed in concealed plastic conduit. Radius of bends will not be less than 8 inches.

Conductor fasteners will be of the same material as the conductor, having ample strength to support conductor. Where fasteners are to be mounted in masonry or structural work, they will be furnished to the contractor for installation during the construction of the project.

Ground connections will be made in accordance with requirements of all applicable codes. Ground rods will be placed in a minimum of two feet from building foundations. In addition to above artificial grounds, one down conductor of each two-path system will be connected to water piping system with approved water pipe type strap connector.

3.16 U Airfield Lighting

Airfield lighting will comply with FAA Advisory Circular 150/5340-30J Design and Installation Details for Airport Visual Aids. Additionally, the Authority prefers the installation of taxilane edge lights

along all aircraft aprons to better delineate island areas between adjacent taxiways/taxilanes and apron areas.

3.17 Telecommunications Infrastructure Standards

3.17.A General

The Hillsborough County Aviation Authority currently specifies the requirements for the installation and use of copper and fiber optic telecommunications cabling to support voice, data, video, security and all low voltage applications and services at Tampa International Airport. This document describes the minimum requirements, standards, specifications, and methods of execution pertaining to cable and infrastructure support for all telecommunications, data, video, security, and CCTV use at the Airport. It includes the furnishing, installation, testing and documentation of telecommunications copper and fiber optic cable, terminations, outlets, and related items for use throughout the Airport facilities.

3.17.A.1 Reference Standards

- a. The publications listed below form a part of the telecommunications infrastructure requirements to the extent referenced. The publications are referred to in the text by basic designation only. All publications are intended to be the most current editions available.
- b. Except where otherwise noted, all material and workmanship will conform to the following standards:
 - (1) ANSI/TIA-568-C.0 (February 2009), Generic Telecommunications Cabling for Customer Premises
 - (2) ANSI/TIA-568-C.1 (February 2009), Commercial Building Telecommunications Cabling Standard
 - (3) TIA-568-C.2 (August 2009), Balanced Twisted- Pair Telecommunications Cabling Components Standard
 - (4) ANSI/TIA-568-C.3 (June 2008), Optical Fiber Cabling Component Standard
 - (5) ANSI/TIA-569-B Commercial Building Standard for Telecommunications Pathways and Spaces

Notes:

1. Particular attention is to be given to Basic Building Elements - Telecommunications Closets and Equipment Rooms. There will be a minimum of one Telecommunications Closet established for each floor of a building.

2. Each Telecommunications closet will be provided with a lockable door that, if practical, will be integrated with TPAs' Access Control System. If this isn't possible, the door will have a lock compatible with the existing IT / Telecommunications' closet lock.

- (6) TIA/EIA-606-B Administration Standard for Commercial

Telecommunications Infrastructure

- (7) ANSI-J-STD-607-B1 Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications
- (8) TIA/EIA-758-A Customer Owned Outside Plant Telecommunications Infrastructure Standard
- (9) ANSI/TIA-862 Building Automation systems Cabling Standard for Commercial buildings
- (10) ANSI/TIA-942 Telecommunications Infrastructure Standard for Data Centers
- (11) ANSI/TIA-1005 Telecommunications Infrastructure Standards for Industrial Premises
- (12) ANSI/NECA/BICSI 568-2006, Standard for Installing Commercial building Telecommunications Cabling
- (13) ANSI/NECA/BICSI-607-2011 Standard for Telecommunications Bonding and Grounding Planning and Installation Methods for Commercial Buildings
- (14) ANSI/NFPA 70 National Electrical Code, CSA C22.1
- (15) BICSI Telecommunications Distribution Methods Manual (TDMM)
- (16) BICSI Telecommunications Cabling Installation Manual (TCIM) BICSI ITSIMM
- (17) County Codes and Regulations
- (18) Underwriters Laboratories (UL)
- (19) FCC -Federal Communications Commission
- (20) ADA Requirements
- (21) Occupational Safety and Health Regulations (OSHA)
- (22) National Fire Protection Association (NFPA)
- (23) Florida Statutes and Administrative Rules
- (24) Manufacturers Product Cabling Catalogs
- (25) Manufacturers Training Manuals (Design and Installation).

3.17.A.2 Submittals

- a. Materials & Equipment List: Prior to installation the contractor will submit for approval a complete list of materials, equipment, accessories, configurations and

installation methods proposed for work in accordance with these specifications. The list will include complete catalog identification numbers and models or system designator, quantities, options and catalogs "cuts."

b. As Built Drawings: The contractor will provide one set of reproducible drawings depicting the final installation details, including final cable locations, quantities and routing, upon completion of the project. The contractor will also provide as built drawings in electronic format. The formats are to be determined by TPA at the time of implementation of the project.

c. Cable Management System Documentation: The contractor will provide a listing in spreadsheet format of all horizontal and riser cables, indicating type of cable, origination and termination points and length. The contractor will provide this spreadsheet in electronic format, in Microsoft Excel (latest version available), using a specific spreadsheet format provided by TPA. The data will be entered into TPA's Cable Management System.

d. Record Drawings: The contractor will maintain and keep up to date a complete record set of drawings that will show every change from the Contract Drawings.

e. Room Labeling: Initial and all subsequent submittals will include a labeling scheme that reflects the labeling standards delineated in section 3.18 of the Design Criteria Manual.

3.17.A.3 Delivery, Storage, and Handling

a. Protection and Restoration: Suitably protect all equipment provided under this Division during construction. Restore all damaged surfaces and items to "like new" condition before a request for substantial completion inspection.

b. Handling: All materials will be properly protected and all conduit openings will be temporarily closed by the contractor to prevent obstruction and damage. Post notice prohibiting the use of all systems provided under this Contract, prior to completion of work and acceptance of all systems by the owner's representative. The contractor will take precautions to protect his materials from damage and theft.

c. Safeguards: The contractor will furnish, place and maintain proper safety guards for the prevention of accidents that might be caused by the workmanship, materials, equipment or systems provided under this contract.

d. Cleanup: Keep the job site free from all debris and rubbish. Remove all debris and rubbish from the site and leave premises in clean condition on a daily basis.

3.17.B Products

3.17.B.1 General – Materials Alternates and Substitutions

TPA has established standards for products to be used for telecommunications infrastructure to be installed at the Airport. These standards are established to ensure commonality of services throughout the Airport regardless of manufacturer, vendor or owner.

a. Alternates: Specified products or manufacturers that will be in compliance with the performance and quality provisions of the specifications and may be proposed for use by the contractor. Alternates will also be a different model number from those identified on the documents. Acceptable alternates are as listed on the documents. Alternates must be justified on the basis of need, cost or both as long as there is no identified reduction in quality and that all design parameters are met.

- b. Substitutions: Products of unnamed manufacturers. Substitutions will not be acceptable.
- c. The contractor is expected to base his bid on materials and equipment complying fully with the drawings and specification. In the event he bases his bid on materials or equipment which do not conform, he will be responsible for providing materials and equipment which fully conform at no change in his contract price. In any case, where a specific specification for any item that is required is not shown, the contractor will provide only the best quality equipment or material consistent with the quality of other specified equipment and material. The items of equipment will be provided in the quantity as shown by the drawings or in the quantity as specified herein.
- d. The use of acceptable equipment does not relieve the contractor of responsibility for the alternate equipment. The contractor, at no cost to the owner, will remove and replace with the specified equipment any equipment or system that shows evidence of improper operation, function, or size.
- e. It is the responsibility of the contractor to supply a working overall system. All equipment and material as well as labor must be provided whether or not specifically mentioned in the specification or shown by the drawings.
- f. The contractor selected for each Division 27 and 28 system must be certified by the manufacturer of the products, adhere to the engineering, installation and testing procedures and utilize the authorized manufacturer components and distribution channels in provisioning the Project.
- g. Contractor, as a minimum, must carry a current State issued limited energy license.
- h. Additional requirements as indicated on each individual specifications section.

3.17.B.2 Fiber Optic Backbone Cable Subsystem

- a. Single mode fiber cable used will have the following optical characteristics:

Size: Core/Cladding 9/125um

Attenuation	Bandwidth	Notes
1.0/1.0 dB/km@1310/1550	100 terahertz	OS1 – Tight Buffered/Inside Plant
0.4/0.4 dB/km@1310/1550	100 terahertz	OS2 – Loose Tube/Outside Plant

- b. Multimode fiber cable used will have the following characteristics:

Size: Core/Cladding 50/125um

Attenuation	Bandwidth	Notes
3.0/1.0 dB/km@850/1300	500/500 MHz-km	OM2 – Laser - rated
3.0/1.0 dB/km@850/1300	2000/500 MHz-km	OM3 – Optimized for 850 nm
3.0/1.0 dB/km@850/1300	3600/500 MHz-km	OM4 – Optimized for 850 nm

Size: Core/Cladding 62.5/125um

Attenuation	Bandwidth	Notes
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3.0/1.0 dB/km@1310/1550	160-200/500 MHz-km	OM1 – LAN fiber
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c. Inside backbone cable will consist of tight-buffered single mode cable consisting of multiple fiber bundles and a dielectric central strength member. The outer jacket will meet the NEC requirements for Riser or Plenum.

d. Outside plant fiber cable will be of water-blocked, loose tube, single mode construction. The cable will consist of multiple fiber bundles surrounding a dielectric central strength member, and covered with a fire resistant jacket.

e. Acceptable manufacturers: Corning, Optical Cable Corporation, Superior Essex, Comm Scope, Berk-Tek or approved equal.

3.17.B.3 Fiber Distribution Panels

a. Panels used for terminating outside plant and inside building fiber optic cables will be of the distribution type. Where feasible, all fiber distribution panels will be rack mounted. Panels will be low profile, and selected to occupy minimum rack spaces.

Distribution panels will have both termination bays and splice bays, with the proper number of LC panels/mounting plates with stainless steel couplers and splice organizer trays plus 20% for expansion.

b. Acceptable manufacturers: Panduit, Ortronics, Commscope, Leviton or approved equal.

3.17.B.4 Fiber Cable LC Connectors

a. LC compatible connector couplings will be able to accommodate ceramic connectors. The contractor will use couplings specifically rated by the manufacturer for high-speed applications.

b. Multimode and single mode fiber connectors will be LC compatible, epoxy type, with ceramic tips. The maximum average insertion loss specifications will be as follows:

(1) Singlemode: .75dB/connector

(2) Multimode: .75dB/connector

Acceptable manufacturers: Panduit, Leviton or approved equal.

3.17.B.5 Fiber Optic Patch Cables

a. Fiber patch cables will be appropriate length duplex LC-to-LC fiber patch cords for all fiber distribution panel ports.

b. The contractor will provide cable management rings and support brackets for routing and support of all fiber patch cables and will ensure equipment is in place that will protect the fiber patch cables from damage.

c. Acceptable manufacturers: Panduit, Leviton, or approved equal.

3.17.B.6 Interior Copper Cable Backbone Subsystem

- a. The interior copper cable backbone system will consist of the following:
 - (1) Multi-pair copper cable, UTP 4PR CAT 6 plenum and non plenum cable.
 - (2) 8 Position Modular (RJ45) Patch Panels and Jacks, 110 Punch Down Blocks, 66 Punch Down Blocks and Wire Management Devices.
 - (3) Fiber Optic – Conventional and Air Blown Fiber Optic Cables, Singlemode and Multimode, Connectors, Fiber Distribution and Termination Cabinets.
- b. The contractor will provide cable management rings and support brackets for routing and support of all interior copper backbone cables.
- c. Interior copper backbone cable will be UTP Category 6 cable minimum and will be in compliance with the TIA/EIA standards.
- d. Acceptable manufacturers: Berk-Tek, Superior Essex, or approved equal.

3.17.B.7 Outside Plant Copper Cable Subsystem

- a. Outside copper cable will be gel-filled to inhibit water penetration, and armored to enhance protection from external means. Outside copper cable will meet RUS PE-89 specifications.
- b. Acceptable manufactures: Superior Essex, or approved equal.

3.17.B.8 Cable Voltage Protection

The contractor will provide gas-tube voltage protection blocks for outside plant cables. Voltage protection blocks will be wall mounted with locking front cover. Acceptable manufacturers: Porta Systems or approved equal.

3.17.B.9 Horizontal Cable Subsystem

- a. The horizontal cable subsystem will consist of Category 6 non shielded or foil shielded UTP and six strands of multimode, fiber optic cable end-to-end installation as identified in the latest ANSI/TIA568-C standard. Copper cables will consist of 4 twisted pair cable; either PVC-jacketed or plenum-rated as required in the environment where work is occurring. All cable will meet the following requirements:

- (1) Category 6 cable will meet all performance requirements as specified in the most current version of the ANSI/TIA 568-C.
- (2) Unless otherwise specified, the standard category 6 cable complement will be four 4-pair data cables. All category 6 cable will be color coded and placed in the face plate as follows:

Cable	Cable Color	Insert Color	Placement
Access Control and Video Management Systems	Red	Red	
Data 1	Blue	Blue - if available	Upper Left
Data 2	Blue	Blue – if available	Upper Right Left

Data 3	Blue	Blue – if available	Lower Left
Data 4	Blue	Blue – if available	Lower Right
Fiber 1*	Blue and Orange	Electric Ivory	Center Right
Fiber 2*	Green and Brown	Electric Ivory	Upper Right

**If installed*

(3) Unless otherwise specified, the standard fiber installation will consist of two, two-strand fiber connections placed below the copper connections on the face plate as shown in section 3.18, page 4, of the DCM.

(4) Unless otherwise specified, all CAT 6 jacks will be Panduit part numbers CJS6X88TGY.

(5) Unless otherwise specified, all fiber jacks for the faceplates will be Panduit part number CMDJLCEI.

(6) Unless otherwise specified, all double-gang faceplates will be Panduit part number CFPF12EI-2G and all single gang faceplates will be Panduit part number CBEI.

b. Horizontal copper cable runs will not exceed 90 meters from the outlet to the IDF. If cable routing requires horizontal runs in excess of 90 meters, the contractor will notify TPA in advance of installation.

c. All fiber horizontal cable will be 6 strand, 50/125 multimode (OM3) micron cable.

d. Acceptable manufacturers: Panduit or approved equal for fiber; Panduit, Corning, Optical Cable Corporation or Superior for copper cable.

B.17.B.10 Station Cable Faceplates and Jacks

a. All faceplates used will have a capacity of a minimum of four outlets utilizing a square, single gang box that is 2 inches wide and as deep as physically permissible.

b. Data, voice and fiber communications jacks will meet all performance requirements as specified in the latest issue of the ANSI/TIA 568-C and will be wired to accommodate the T-568B wiring sequence.

c. Faceplates will be flush mounted. Any surface mounted boxes must be approved in advance by TPA.

d. Fiber inserts on the faceplate will have recessed inserts with a downward slope of 30 degrees.

e. All modular jacks & plugs used will comply with FCC part 68 specifications.

f. Metal faceplates may be used with prior approval from TPA.

g. Acceptable manufacturers: Panduit or approved equal.

3.17.B.11 Category 6 Patch Panels

- a. Category 6 patch panels will meet the ANSI/TIA requirements for Category 6 cross-connect and switching hardware.
- b. The contractor will provide Category 6, 8 Pos modular patch panels in all wiring closets adequate to support all installed Category 6 cables (data and voice), plus 20% growth in each wiring closet.
- c. Category 6 patch panels will include wire management components that will be used for routing of communications cable to and from telecommunications panels and equipment. These components will include:
 - (1) Wire slots to organize cables
 - (2) Cable brackets for support and routing
 - (3) Strain relief clips
 - (4) Wire management panels
- d. Acceptable 8 Pos modular patch panel manufacturers: Panduit, or approved equal.

3.17.B.12 Fiber Optic Distribution Panels

- a. Fiber Optic Patch Panels will meet the ANSI/TIA requirements for fiber optic hardware.
- b. The contractor will provide Fiber Optic LC patch panels in all wiring closets adequate to support all installed fiber optic cables plus a 20% growth in each wiring closet.
- c. Fiber Optic Distribution Panels will include management components that will be used for routing of communications cable to and from related Fiber Optic source equipment.
 - (1) Wire slots to organize cables
 - (2) Cable brackets for support and routing
 - (3) Strain relief clips
 - (4) Wire management panels
- d. Acceptable manufacturers: Panduit or approved equal.

3.17.B.13 Equipment Racks

- a. In each wiring closet the contractor will mount 8 Pos modular patch panels and fiber distribution panels in floor-mounted, 84" high, 19" equipment racks with cable management troughs. Furnish and install adequate racks to support rack-mounted fiber optic distribution panels and category 6, RJ-45 patch panels, and 20% growth.

- b. Acceptable manufacturers: B-Line, Chatsworth, X-Mark or approved equal.

3.17.B.14 Category Patch Cables and Fiber Optic Cross-Connect Cables

- a. The contractor will provide adequate Category 6 patch cables and Fiber Optic cross-connect cables of appropriate lengths to support all patch panel ports and Fiber Optic distribution panels installed.
- b. The contractor will not be responsible for installing patch cables. This specification only calls for furnishing the required patch cables to be installed.
- c. Acceptable manufacturers: Leviton, Siemon, Corning, Optical Cable Corporation, Comm Scope, Berk-Tek or approved equal.
- d. Prior to purchase of patch cables, the contractor will consult the Aviation Authority Telecom Group concerning cable length to be supplied.

3.17.B.15 Fiber and Cable Management

- a. Vertical Cable Management will be required for each side of the equipment rack. The cable management devices must be sized accurately for the cable types and maximum capacity. Drop-downs of Copper and Fiber cables will be accomplished utilizing conduit "waterfall", Panduit Part Number CMW-KIT, and waterfall accessories as appropriate. The contractor will consult with the Aviation Authority Telcom Group to clarify any questions on this matter.
- b. Horizontal Cable Management is required below each patch panel and switch. A 24-port patch panel requires one horizontal cable manager below and a 48-port patch panel requires one horizontal cable manager above and below the patch panel. The use of patch panels larger than 48-ports is discouraged. The cable management devices must be sized accurately for the cable types and maximum capacity.
- c. Acceptable manufactures: Panduit or approved equal.

3.17.C Execution

3.17.C.1 Installation

- a. General Instructions
 - (1) The contractor will install all provided and furnished materials in accordance with manufacturer's specifications, recommendations and guidelines. Copies of the manufacturer's guidelines, specifications and recommendations will be provided by the contractor to TPA and will be made available on site to the contractor's personnel.
 - (2) Install all wiring and cabling in accordance with the National Electric Code (NEC) where the provisions of the NEC are applicable.
 - (3) Installation will be in conformance to generally acceptable telecommunications means and methods and the manufacturers' specifications. Stress on any cable during installation will not exceed manufacturers' specifications. All splicing and connections will be in accordance with industry-standard practices.

- (4) The contractor will coordinate installation of all cabling to promote ease of installation and efficient use of rack space, backboard space, conduits and cable trays.
- b. Fiber Optic Cable Plant Installation
 - (1) All fiber cable will be terminated in LC connectors mounted in fiber distribution centers. The contractor will use fiber pigtails and splice trays at all distribution points.
 - (2) All Backbone fiber optic cables will be installed in innerduct tubing to protect and isolate it.
 - (3) All Horizontal fiber optic cables will be six strand, armored, multimode.
 - (4) Fiber optic cable will be installed in accordance with manufactures specifications. The contractor will not exceed the maximum pulling tension or minimum bend radius of the cable.
- c. Copper Outside Plant Installation Requirements
 - (1) All outside plant cables will be terminated in 110 blocks.
 - (2) All copper outside plant cable will terminate in voltage protection units upon entering the wiring closet in each building.
 - (3) All copper outside plant copper cable will be installed in accordance with manufacturers' specifications. The contractor will not exceed the maximum pulling tension or minimum bend radius of the cable.
- d. Copper Inside Plant Backbone/Riser Subsystem
 - (1) All cables will be terminated in 110 blocks or 8 Pos modular patch panels.
 - (2) All copper inside plant copper cable will be installed in accordance with manufacturers' specifications. The contractor will not exceed the maximum pulling tension or minimum bend radius of the cable.
- e. Horizontal Cabling
 - (1) The standard for horizontal distribution systems will consist of a complete Category 6 installation, using UTP cables and/or fiber optic cables where national and local codes will allow for such installation. Any cable designated to be routed in spaces identified as riser or return air plenum spaces will conform to the installation requirements for these spaces by national and local codes, such as the use of riser and plenum rated cables.
 - (2) Electrical service boxes identified for use as communications outlets will be connected to the accessible ceiling locations via continuous and integral electrical metallic tubing (EMT) conduit, at a minimum. This conduit will be routed between the CO and the accessible ceiling designated communications cable tray where the end of the conduit will terminate no further than 6" to 12" from the point of cable tray exit, and in such a manner that there is no requirement to support the communication cable between the cable tray and the CO conduit. This CO and

conduit installation is a TPA requirement. If any deviation from this requirement is proposed by the contractor, the contractor will obtain explicit written permission from TPA for only the specified points of installation.

(a) If CO service boxes and integral conduit runs do not exist or specifically provided by others, then it will be the responsibility of the contractor to furnish and install them. The minimum installation requirements will be a double-gang box and a 1" conduit run. The conduit run will be provided with swept conduit bends, not to exceed 180° in total, such that the conduit run is horizontal to the ceiling and at the same level of the accessible ceiling communication cable tray within ±3 inches vertically.

(b) All conduits will be reamed to remove sharp inside edges and any open conduit end will have a bushing installed to protect the communications cable jacket.

(c) All conduits will be adequately supported at 48" intervals or less.

(d) It is understood that certain communications outlet conduit installations may be impractical due to pathway and space limitations such as routing, penetrations and architectural aesthetics. For such conditions, the contractor is required to submit an alternate pathway design and rational for TPA approval.

(e) When any cable is pulled through a CO conduit, an internal dragline is to be left in place to facilitate the installation of future cables.

(3) Between the end of the conduit stub-up and the wiring closet, the contractor will install appropriate cable tray of appropriate capacity to accommodate the expected full build-out at the area of the building facility being served. It is the expectation of TPA that cable tray be used in horizontal distribution. The contractor will install the appropriate cable tray support hardware. In no instance will the contractor attach cables to any other support hardware in the ceiling space. The cable tray will be supported at 48" intervals or less. The weight of maximum cable capacity will dictate a more frequent support.

(a) At locations where a cable tray cannot be accommodated due to floor/wall penetrations, structure and/or aesthetics, the cable routing must transition to other types of pathways. The contractor will utilize cable bridle rings or J-Hooks (open top cable supports) attached to hanger rod supports to secure the cable to the point of entry of the alternate pathways. Cable at these transition points between the cable tray and alternate pathways will be supported at spacing of 48" or less depending on the weight of the bundle.

(b) Under no circumstances will cable be laid on suspended ceiling or draped across other conduits, pipes, ducts, or other facilities installed along the path of the cable.

f. Route Preparation, Drilling and Coring

Field coordination with TPA will be required prior to installing cable trays (where specified), sleeves, wall or floor penetrations and/or cables.

g. Termination

(1) The contractor will terminate all conductors of all cables. Each copper outside plant and riser cable pair will be terminated contiguously on wall-mounted 110 blocks with protectors. Terminations will be in color code sequence from left to right and from top to bottom on each block for each cable. 110 blocks will be labeled in a permanent legible fashion, in compliance with TPA's approved labeling scheme.

(2) Fiber strands will be field terminated in rack-mounted fiber distribution panels on LC connectors according to the specification of the manufacturer. Only tool kits and consumables that are specified by the manufacturer will be utilized. Completed LC connectors will be placed into the sleeve of the fiber termination panel from left to right in color code sequence. Strands will be protected and secured within the fiber panel to ensure both strain relief and bend radius. The fiber cable will be tie wrapped (this means the total cable with all strands inside of outer jacket) at the point of entry of the patch panel to prevent strain on the strands. Where required, to secure the fiber optic cable from pulling tension, the Kevlar strength members will be separated from the fiber strands and attached to the panel by a clamp. Fiber connectors will be terminated on LC connectors using manufacturer-approved methods.

(3) The contractor will terminate horizontal cables in modular jack inserts at the outlet in accordance with the floor plans, using the T568B wiring sequence.

(4) The contractor will terminate horizontal cables on rack mounted Category 6, 8 Pos Modular patch panels and/or Fiber Optic Fiber Distribution Panels according to the T568B wiring sequence.

h. Site Survey

(1) Prior to placing any lateral, riser or outside plant cable, penetration, etc. the contractor will survey the site to see that job conditions do not impose any obstructions that would interfere with the safe and satisfactory placement of the cables, and arrange to remove any obstructions with TPA. The contractor will provide shop drawings for approval by TPA prior to starting work.

(2) The contractor is responsible for notifying TPA as soon as field conditions prevent proper installation.

(3) The contractor will verify site conditions and dimensions of equipment to ensure access for proper installation of equipment without disassembly that will void warranty, and will report in writing to TPA, prior to purchase or shipment of equipment involved, on conditions that may prevent proper installation.

i. Inspection

All cable will be inspected as it is pulled off the reel for any obvious defects. If defects are observed, further use of the cable from this reel will be halted.

j. Pulling Tension

(1) No cable will be installed with a pulling tension exceeding the maximum recommended by the manufacturer. Pulling tension should be monitored with a tension gauge.

(2) If multiple cables are to be pulled at one time, the contractor will make the necessary allowances to back off the pulling tension of the bundle.

(3) Cable pulls will be protected by means of an overload cutoff or breakaway clutch set at least 10% below the cable manufacturers' maximum recommended pulling tension.

k. Bend Radii

All cables will be installed with a bend radius greater than recommended by the manufacturer.

l. Slack

(1) The contractor will leave a service loop prior to termination and patching.

(2) Prior to termination, the contractor will leave a service loop for riser cables to provide some degree of flexibility and for service rearrangement.

m. Securing Methods

(1) The contractor will provide Velcro tie wraps, riser cable support grips, vertical and horizontal cable trays in wiring closets and other equipment spaces based upon field conditions to maintain orderly cable organization.

(2) The contractor will be responsible for securing all cabling in a way to satisfy any structural engineering requirements.

(3) The contractor will obtain required structural engineering related information for any item that may affect the infrastructure of the building, and submit the information to TPA for prior review and approval.

(4) The contractor will provide suspended platforms, threaded rods, strap hangers, brackets, shelves, stands or legs as necessary for floor, wall or ceiling mounting of equipment provided under this Section. The contractor will provide steel supports and hardware for proper installation of hangers, anchors, guides, etc., and will provide cut sheets, weights, and other pertinent data required for proper coordination of equipment support.

(5) Velcro tie wraps will be used at approximately 60-inch intervals to secure cables in cable trays and to provide strain relief at termination points.

n. Placing Cable in Conduit

(1) The contractor will verify that any conduits to be employed are clear of obstructions unless TPA has approved an exception in writing. For fiber, inner duct will be placed in conduit. A fishline and mandrel will be used to clear conduits of obstructions and as a guide for pulling the cable through.

(2) For riser cable, the cable strength members will be affixed to the pulling medium or, a properly sized "kellum" type grip will be employed to make the pull. Cable pull tension will be monitored during the pull with a tension meter as necessary and if mechanical pulling equipment is used, a clutch set at 10% below the cable manufacturer's maximum pulling tension will be used.

(3) A nylon dragline will be pulled along with each conduit run installed so that future cables may be pulled in that conduit. Conduit bushings will be used to protect the cable jacket from abrasion as it is pulled through conduit and at each exposed end.

o. Lubrication

As necessary, for cable pulls in conduit, the contractor will use only an approved lubricant compatible with the cable's outer jacket insulation.

p. Protection

During installation, and prior to final acceptance, the contractor will protect finished and unfinished work against damage and loss. In the event of such damage or loss, the contractor will replace or repair such work at no additional cost to TPA. As cable is installed, care must be taken to avoid nicks, kinks or other damage to the cable. Cable is to be labeled at each end as specified. Provide strain relief at each termination point and 24 inches of slack to allow for easy re-termination of the cable, if required later.

q. Cable Routes and Clearances

Unshielded twisted pair cable will be routed so as to maintain the following minimum distances from power sources:

Condition	Minimum Separation Distance		
	<2 kVA	2-5 kVA	>5 kVA
Unshielded power lines or electrical equipment in proximity to open or nonmetal pathways	5 in	12 in	24 in
Unshielded power lines or electrical equipment in proximity to grounded metal conduit pathway	2.5 in	6 in	12 in
Power lines enclosed in a grounded metal conduit (or equivalent shielding) in proximity to a grounded metal conduit pathway		3 in	6 in
Electrical motors and transformers			48 in

r. Grounding

(1) All metallic sheathed cables will be bonded and grounded. Riser cables will be bonded to the metal frames of the mounting hardware in the wiring closet using bonding clamps appropriate to the size of the cable.

(2) Each wiring closet will have a single ground point. This point is bonded to the integral building grounding system or to the local structural steel. All grounding and bonding in each wiring closet will be connected to that point either directly or through the use of ground bus connections.

(3) All cables with a metallic component, which enter a wiring closet from outside a building, will be grounded and bonded at the point of entrance with appropriate lightning protection.

s. Splicing

No splicing of any cables will be performed unless otherwise explicitly noted in the Drawings or pre-approved in writing by TPA.

t. Materials Management

(1) Equipment and materials will be properly stored, adequately protected and carefully handled to prevent damage until acceptance.

(2) The contractor will ensure delivery of cable, factory-packaged in containers or on reels. Storage of all components will be provided by the contractor including rental of containers or other suitable methods as specified.

u. Fire Stopping

(1) The contractor will suitably fire stop all riser shaft openings; horizontal sleeve penetrations, both ends of any horizontal conduits and all slot cuts in walls and under the raised access floors which are needed to facilitate cable access/egress.

(2) The contractor will verify to TPA's satisfaction that the integrity of all fire stops is maintained upon completion of the work.

v. Protection/Restoration of Premises

The contractor will, as required, during the progress of work, remove and properly dispose of resultant dirt and debris, hang protective plastic sheathing when specified and keep premises clean. Upon completion of work, the contractor will remove equipment and unused material provided for work.

w. Quality Assurance

(1) The work will be executed in full accordance with the current rulings of the latest applicable standards and all rulings by state, utility, and local authorities. Where codes conflict, the more stringent will apply. Where the specification requirements exceed the requirements of these authorities, codes, and standards, the specification requirements will prevail.

(2) The contractor will replace any imperfect or rejected work with work conforming to the requirements of the specification and will be satisfactory to TPA without extra cost to TPA.

(3) The contractor will report to TPA promptly in writing, whenever plans or specifications are believed to be at variance with these requirements and will not proceed with such work until further instructed in writing by TPA.

x. Abandoned and Future Cabling

(1) Abandoned cable will be removed from all pathways and spaces by the contractor anywhere the contractor is conducting new installations, renovations or replacement of existing cable plant backbone or horizontal pathways and space.

(2) Abandoned cable will be identified by the contractor, in consultation with TPA, for each project. Any cable later identified by the contractor as possibly abandoned will be brought to the attention of TPA.

(3) Any un-terminated communications cabling identified for future use by TPA will be documented by the contractor pursuant to TPA's cable management system specifications.

3.17.C.2 Testing

a. General Instructions

(1) For projects with a contract value in excess of \$25,000, testing will be performed by an independent testing agency, retained by and at the expense of the contractor. For projects valued at \$25,000 or less, inspections will be performed by the contractor.

(2) The contractor will thoroughly test, or have tested, all cables and connectors that they furnish and install. TPA requires certification that all pairs were tested and found to be 100% reliable end-to-end (block-to-block and block-to-receptacle); bad pairs/punch-downs and/terminations will not be used, but rather be corrected and/or replaced at no additional cost to TPA. The contractor will present all testing plans to TPA for approval prior to the start of testing.

(3) The contractor will provide a complete description of acceptance testing procedures and will notify TPA upon successful completion of acceptance testing.

b. General Rules

(1) The contractor will provide all labor, test equipment, and tools necessary to verify proper operation prior to final acceptance by TPA.

(2) Prior to any testing, the contractor will provide TPA with a two day minimum advance notice of the date testing is to begin. All test results shall be documented, and submitted to TPA for review, prior to final acceptance by TPA.

(3) The contractor will repair or replace all cable, connectors, and equipment supplied by the contractor, which do not meet acceptance criteria, prior to final acceptance by TPA.

c. Replacement

(1) Any cable, connector, or wiring block, patch panel or other device furnished by the contractor which tests below manufacturer's standards will be replaced at no additional cost to TPA. The replacement will be re-tested to verify compliance.

(2) Successful completion of all tests indicated below is required for acceptance.

d. Testing Procedures

(1) The contractor will provide the necessary test equipment to conduct the tests.

(2) Field tests may be required to be performed in the presence of TPA and/or its duly authorized representatives. The contractor will provide written documentation reporting the results of all tests.

e. Pre-Installation Testing

The contractor will obtain factory test data for each reel of cable including, but not limited to:

- (1) Physical Production Tests (tensile strength)
- (2) Transmission Production Tests

f. Fiber Optic Cable Test Procedures - Backbone and Horizontal

(1) Following the physical installation and termination of the fiber optic cables, the contractor will conduct any pre-checkout tests deemed necessary prior to the conduct of formal acceptance tests with the owner.

(2) The contractor will verify continuity of all optical fiber strands.

(3) The contractor will be responsible to perform optical loss (attenuation) measurements and Optical Time Domain Reflectometer (OTDR) tests. The contractor will document such items as the personnel involved in the testing, type of equipment utilized, equipment settings, the date tested, reel number (or cable ID when tested post-installation) and strand number. The contractor will be responsible to supply sufficient cable for the installation and to take whatever action is necessary to provide such cable at no additional cost to TPA.

(4) The contractor will provide written results, including actual trace records in As Built Drawings that the optical loss for each strand is within the limits established.

(5) If a fiber cable loss exceeds either the established optical loss or the manufacturer's standards, the contractor will first clean the connections at both ends and retest the cable. If loss is still excessive, the contractor will inspect the connections. Re-polishing or connector replacement may be required. If the connector terminations are determined to be acceptable, the cable may be defective. An Optical Time Domain Reflectometer (OTDR) will be used to locate cable breaks and points at which losses occur.

(6) In the event that the fiber continues to test outside of acceptable specifications, the contractor will replace the cable at no additional cost to TPA in accordance with TPA's schedule.

g. Acceptance Testing

The contractor will perform the tests and inspections described in this section in the presence of TPA. Each floor and closet will be tested individually and accepted on a per floor basis. The cabling system will be tested for compliance with the specifications for physical placement, electrical specifications, wiring accuracy, continuity, and proper labeling and identification. Document all test results.

h. Physical Inspection

Prior to conducting any transmission testing, the following visual inspections will be performed:

- (1) Verify that cable has been installed to comply with contract documents.
- (2) Check for physical damage to Distribution Panels and Termination Blocks.
- (3) Verify that outlets have been securely mounted and properly labeled.
- (4) Check that all cabling is properly jacketed, installed and labeled at both ends (to the appropriate block/panel in the TR).
- (5) Verify that all cable bends are within the manufacturer's minimum bend radius allowed.
- (6) Check and demonstrate that all cable shields have been correctly grounded or bonded.
- (7) Verify that the cable is properly supported for termination and long-term placement (approvals must be obtained from TPA).
- (8) Verify that all cables are properly supported and independent of any other support/hanger rods in the ceiling space.
- (9) Verify that cables have been terminated properly and in proper color code sequence.

i. Copper Cable Transmission Tests

- (1) Electrical tests of copper cables will be performed only with connectors installed and cables punched down. Copper Riser and horizontal cables will be tested End-to-End from termination point to termination point via the appropriate punch-down on the termination block. 100% TESTING OF ALL PAIRS ON ALL CABLES IS REQUIRED. Manufacturer standard test equipment will be employed in addition to any special test gear required.
- (2) All pairs of each cable will be electrically tested for:
 - (a) Continuity - The measured resistance value will be recorded.
 - (b) Opens
 - (c) Ground Faults
 - (d) Correct Termination - For the unshielded twisted pair, the correct color code will be punched down to be appropriate block/pin on the 110 block.
 - (e) Reversals (Correct Polarity)
 - (f) Splits
 - (g) Crosses
- (3) The contractor will create a punch list of bad pairs and re- terminate and, as necessary, replace any defective cables, connectors and/or panels.

j. Horizontal Station Cable Testing - Copper

(1) Perform testing, and certify Category 6 compliance on all horizontal cable subsystems. All components of each horizontal subsystem must be of the Category 6 rating (cable, jack insert, patch panel, patch and station cables) and the link must be tested. Test results will be documented on hard copy media and listed by outlet.

(2) The contractor will identify the test equipment and procedures that will be followed to complete and document the testing.

(3) Test measurements will be conducted for bandwidth up to 625MHz, and include the following:

- (a) Insertion Loss (Attenuation)
- (b) Propagation Delay
- (c) Delay Skew
- (d) NEXT (Near-End Crosstalk) Loss
- (e) PSNEXT (Power Sum Near-End Crosstalk) Loss
- (f) Return Loss
- (g) Wire Map
- (h) Length
- (i) ACRF (Attenuation-to-Crosstalk Ratio, Far-End) Loss
PSACRF (Power Sum Attenuation-to-Crosstalk Far-End) Loss

3.17.C.3 General Instructions

a. The contractor will provide documentation enumerating termination panels and every cable run. Any additional documentation not explicitly listed that the contractor feels should be provided to facilitate a complete, working installation prior to acceptance by TPA will also be supplied.

b. Documentation of all installed cable, manhole racking diagrams and splicing diagrams will be provided in an electronic database suitable for direct entry into TPA's cable management system. Fiber optic OTDR test results will be provided in hardcopy format.

3.17.C.4 Cleaning

a. The contractor will clean up all work areas at the end of each day, removing all cartons, debris, emptied containers, etc. as the work progresses.

b. Just prior to inspection for substantial completion the contractor will perform all final cleaning and sealing of equipment required to bring the installation to optimum appearance.3.16.A.

3.18 Aviation Authority Labeling Standards

The Aviation Authority has implemented a labeling scheme for the labeling of all telecommunications cable, faceplates, patch panels, wiring blocks and equipment racks.

Building Identifiers

Each building on the airport property is designated by a two-character code as shown below.

<u>Designation</u>	<u>Building Name</u>
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AA	Airside A
AB	Airside A Baggage Sort Building
AC	Airside C
AE	Airside E
AF	Airside F
AM	Airfield Maintenance
CB	Cargo Building
CF	Canine Facility
CL	Cell Lot
CB	Customs Bldg
EP	Economy Remote Garage
EV	East Airfield Electrical Vault
FB	Airside F Baggage Sort Building
FS	Fire Station
FX	Federal Express Building
GA	Guard Shack for Airside A
GB	Check Point Bravo
GC	Guard Shack for Airside C
GE	Guard Shack for Airside E
GF	Guard Shack for Airside F
LP	Long Term Parking
NP	North Parking Lot
PO	Post Office
RB	Raytheon Building (Currently Signature Flight Services)
SB	Service Building
TB	Terminal Building
TP	Toll Plaza
WV	West Airfield Electrical Vault

Telecommunications Spaces

Telecommunications Rooms are defined using a seven (7)-character designation. The designation consists of the following:

Characters 1 & 2 - Building designation (i.e., TB = Terminal Building) Characters 3 & 4 – Floor designation (i.e., 04 = 4th floor, 71 = 71 foot level)

Characters 5, 6 & 7 – Room number (i.e., 880 = room 880) A list of current Telecommunications Spaces follows.

Terminal Building

<u>Location</u>	<u>Designation</u>
1st Level	
A Core Bag Make-up	TB01280
B Core Bag Make-up	TB01380
C Core Bag Make-up	TB01680
D Core Bag Make-up	TB01780
2nd Level	
2nd floor Comm Room	TB02680
NOC Server Room	TB02180
TSA Oversize	TB02380
Valet Door	TB02381
Behind Air Canada T/C	TB02682
Behind British Air T/C	TB02683

Behind Delta T/C	TB02780
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3 rd Level	
Suite B	TB03980

48 Foot Level	
48' Level A Core	TB48180
48' Level B Core	TB48480
48' Level C Core	TB48580
48' Level D Core	TB48880

71 Foot Level	
71' Level A Core	TB71180
71' Level B Core	TB71480
71' Level C Core	TB71580
71' Level D Core	TB71880

4 th Level	
4th Floor Comm Room D Core	TB04880
4th Floor Comm Room A Core	TB04180
4th Floor Comm Room B Core	TB04480
4th Floor Comm Room C Core	TB04580
91 st Foot Level	
91' Level A Core	TB91180
91' Level B Core	TB91480
91' Level C Core	TB91580
91' Level D Core	TB91880

<u>Long Term Parking</u>	
High Vehicle MDF	LPHV680
Elev. Mach. Room A	LP91880
Elev. Mach. Room B	LP91580
Elev. Mach. Room C	LP91180
Elev. Mach. Room D	LP91480
Toll Plaza Office DATA IDF	TP02581
Toll Plaza Office Voice IDF	TP02580

Airsides

A/S-A MDF	AA01580
A/S-A IDF-A	AA01780
A/S-A IDF-B	AA01680
A/S-A IDF-C	AA01380
A/S-A Comm. Room	AA01180
A/S-A Comm. Room	AA01181
A/S-C MDF	AC01780
A/S-C IDF -West	AC01480
A/S-C IDF ----East	AC01280
A/S-E MDF	AE01380
A/S-E IDF-A	AE01880
A/S-E IDF-B	AE01680
A/S-E IDF-C	AE01280
A/S-E IDF-D	AE03380

A/S-E Shuttle Car Bay	AE01480
A/S-E Behind Delta Crown Rm	AE03580
A/S-F MDF	AF01980
A/S-F Shuttle Car Bay	AF01981
A/S-F TE	AF01480
A/S-F TE	AF01680

Outlying Buildings

Canine Facility MDF	CF01114
Airfield Maintenance MDF	AF02209
Airfield Maintenance	AF02180
Fire Station MDF	FS01370
Customs Bldg MDF	CS01980
Economy Parking Garage	EP01980
EPG Admin Bldg	EP01180
EPG Phase 2 (by Orange Elevators)	EP01204
A-Sort	AS01107

Backbone Cable Designations

Backbone cable designations will be based on the near-end and far-end of the cable. For example, a backbone cable from the 71 foot level, D Core of the Terminal Building to the Airside A MDF will be designated "TB71880/AA01580."

For backbone cables between telecommunications spaces within the same building, the building designation is dropped from the cable designation. For example, a cable between Airside A MDF and Airside A IDF-A will be designated "01580/01780."

In general, the 1st part of the cable designation is defined as the near-end cable termination point and the 2nd part of the cable designation is defined as the far-end.

Cable labels will be placed no more than three (3) inches from each end of the cable.

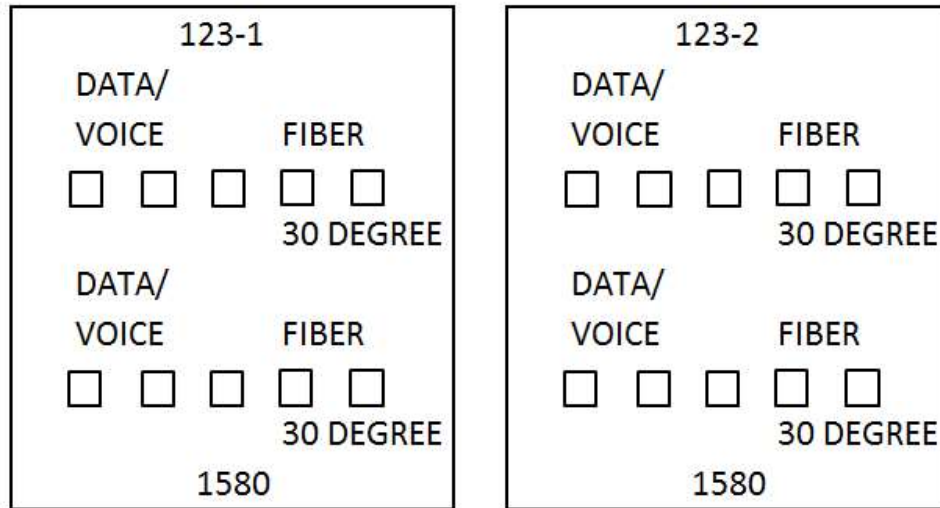
In cases where more than one cable exists between the same two points, the cable designation will include a modifier to indicate multiple cables, as in the following example:

- 1st Cable – AA01580/TB71880-1
- 2nd Cable – AA01580/TB71880-2

In cases where cables originating from different locations terminate in the same Telecommunications space, each cable will be terminated on a separate patch panel or wiring block.

Faceplates and Jacks

Faceplates will be labeled as illustrated on the following sketch:



In the above examples:

1. The faceplate labels include the faceplate identification number on the top, which consists of the room number (123) and the faceplate number in the room (-1) or (-2). In rooms with multiple faceplates, the numbering system begins with the first faceplate to the left of the entrance door, as you enter, and proceeds clockwise around the room.

2. The faceplate labeling also includes the identification of the Telecommunications Space (TS, wiring closet) in which the jacks terminate. Note that when labeling the faceplate, the two character building designation does not need to be applied.

3. Typically, there will be multiple jacks on each faceplate. Each jack on the faceplate will have a designation. Unused jacks will have “blanks” inserted into their slots. On the double-gang faceplate shown above, the individual jacks will be identified (but not labeled on the faceplate) as follows:

Upper Left	123-1-1
Upper 2nd from Left	123-1-2
Upper 3rd from Left	123-1-3
Upper 4th from Left	123-1-4
Upper Right	123-1-5
Lower Left	123-1-6
Lower 2nd from Left	123-1-7
Lower 3rd from Left	123-1-8
Lower 4th from Left	123-1-9
Lower Right	123-1-10

4. The copper connections will be on jacks #2 and #7. Additional copper connections would go to jacks #1 and #6 as needed.

5. The fiber connections will be on jacks #4 and #8.

6. Note that the Fiber connectors have a 30 Degree down slant on the faceplate.

The individual jack designations are not labeled on the faceplate due to space constraints. However, the jack designations are labeled in the Telecommunications Space on the appropriate patch panel or wiring block, as described below.

Each patch panel port will be labeled with the individual jack designation connected to each port. For example, the patch panel port connected to jack 123-1-1 will be labeled 12311. The hyphens are deleted due to space constraints.

In telecommunications spaces with multiple patch panels, each patch panel is sequentially numbered beginning with number “1.”

Wiring Blocks

66 blocks will be covered with industry standard color-coded covers as follows:

- | | |
|------------------------------------|-------|
| • Interbuilding Backbone Cable | Green |
| • 1st Level Riser (Backbone) Cable | White |
| • 2nd Level Riser (Backbone) Cable | Gray |
| • Horizontal Cable | Blue |

66 block covers will be labeled with the cable designation and pair count. For example: Cable 01580/01780 – Pairs 1-50

110 blocks will be labeled with the same information as found on the 66 block covers.

Section 4 – Miscellaneous

4.1 Safety Risk Management

All projects will be required to proactively identify potential safety risks and include consideration of reasonable measures to mitigate known safety risks. During the design phase, the design professional will coordinate with the Authority’s Project Team, Safety Management System (SMS) Manager and Risk Management Department via the Project Director, to make a professional assessment of the project’s overall level of safety risk by classifying it into low, medium or high risk. A determination of “low risk” will require no further action. A determination of “medium risk” will require a recommendation by the design professional of measures that should be considered for inclusion into the design that results in an acceptable level of risk. A determination of “high risk” will require that formal action be taken by the design professional as part of the design to mitigate the level of risk via a Safety Risk Assessment and formal Risk Mitigation Plan that results in an acceptable level of risk. The design professional will continue engagement with the SMS Manager on an as-needed basis during the construction of the project to assure that risk management is tracking in accordance with the determinations made during the design phase.

4.2 Environmental Matters

Local, state, and federal regulatory agencies have established air and water quality standards which are in effect at the Authority’s airports. The Authority provides criteria for dealing with potentially hazardous substances. Three topics include: property notifications, limitations on bringing hazardous substances onto construction projects, and a roadmap for managing pre-existing hazardous substance conditions on construction projects.

4.2.A Radon Gas and Other Property Condition Notifications

- a. Radon Gas: In accordance with requirements of the State, the following notification statement will be included in all agreements relating to rental of real property. This is provided for information purposes only. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to

persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

- b. **Other Property Conditions:** Areas of Authority property are impacted by the past release of pollutants that are regulated by the FDEP. This is the result of historical airport operations, commercial and industrial activities that occurred prior to property acquisition, or naturally-occurring conditions. FDEP manages the State's site restoration program. FDEP requires site restoration to be commensurate with land use, public health and the environment. These provisions allow low levels of contaminants to remain in place and run with the land subject to the implementation of required controls including but not limited to property use restrictions, activity and use limitations, institutional controls, or engineering controls. At TPA, Authority worked with FDEP to develop Soil and Groundwater Use Regulations that memorialize these controls. The Soil Use Regulation provides a process for Authority to review and approve in advance all plans for soil excavation or disturbance. The Groundwater Use Regulation restricts drilling for water and requires that buildings used for human occupancy be piped to the public water system. Although the Soil and Groundwater Use Regulations apply to TPA, the same protections and standards are generally applied at all Authority property including the general aviation airports. As restoration projects are completed on Authority property, documents and maps are submitted to FDEP. FDEP maintains this information in an information repository that provides a self-service portal called Map Direct that allows map viewing and document download. Areas of Authority property that are undergoing a site restoration project, or have achieved a closed status, can be viewed in Map Direct. The Soil and Groundwater Use Regulations, and links to State radon protection maps and other property condition maps are posted on Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > More Business Links – Radon Gas and Other Property Conditions.

4.2.B Hazardous Substance Limitations on Construction Projects

4.2.B.1 Design Phase Considerations

- i. Provided below is a list of new product material classes that are not authorized on Authority property. The design professional will review the list and ensure the construction drawings and specifications are consistent with this requirement. If any exceptions are requested or necessary due to the project scope, the design professional will schedule a coordination meeting with the owner's representative.

4.2.B.2 Construction Phase Considerations

- ii. Provided below is a list of new product material classes the contractor is not authorized to bring onto Authority property. Limited exceptions may be allowed; the contractor should schedule a coordination meeting with the owner's representative and design professional.
 - 1. **Asbestos:** Incorporation of asbestos in the project is not permitted on Authority property.
 - 2. **Lead:** Paint or primer containing lead is not permitted on Authority property.
 - 3. **PFAS:** Products or materials containing per- and polyfluoroalkyl substances (PFAS) are not permitted on Authority property. The project team should work closely with the owner's representative if the project scope involves PFAS-related products including but not limited to fire protection equipment and supplies, foam, carpeting, etc. Any product or

material that contains PFAS will only be permitted if the design professional prepares an alternatives analysis to determine if a non-PFAS alternative product or material is viable. If a non-PFAS alternative is determined to be viable, it may be used pending Authority review and approval of the analysis.

4. Hazardous Substances: Products or materials containing hazardous substances or characteristics, as defined below, are not permitted on Authority property.
- iii. Safety Data Sheets as required by law and pertaining to materials or substances used or consumed in the performance of the work, whether obtained by the design professional, contractor and/or tenant will be maintained at the worksite and made available to the owner's representative.

4.2.C Management of Existing Site Conditions

4.2.C.1 Design Phase Considerations

- iv. Provided below is a list of potential pre-existing hazardous substances that could be encountered on Authority projects that the project team will review, investigate and plan for to ensure the project complies with applicable regulations. The design professional will review the list and ensure the construction drawings and specifications are consistent with this requirement. If any exceptions are requested or necessary the design professional will schedule a coordination meeting with the owner's representative.
- v. The design professional will develop a plan to identify all potential occurrences of pre-existing hazardous substances to ensure worker and occupant/tenant safety, environmental, disposal, remediation and/or encapsulation requirements are met.
 1. The design professional will schedule a coordination meeting with the owner's representative to discuss this matter and request any historical documents that may be available for review. The Authority will disclose information actually known to and in the possession of the Authority regarding the presence of pollutants, hazardous substances, or other environmental conditions at the project site. The Authority does not warrant the accuracy or completeness of any such information.
 2. Depending on project-specific circumstances, the design professional will engage the services of a materials tester to assess field conditions. This includes but is not limited to asbestos surveys, indoor air quality/mold assessments, and lead field screening using a portable X-ray fluorescence (XRF) spectrometer. Other less common items that may warrant testing include petroleum products and metals, polychlorinated biphenyls (PCB), mercury-containing building elements and radioactive elements.
 3. The owner's representative will be notified immediately if soil or groundwater contamination or any potential pre-existing hazardous substances listed below are identified on Authority property.

4.2.C.2 Construction Phase Considerations

- vi. Provided below is a list of potential pre-existing hazardous substances that must be reviewed and possibly addressed during construction.

1. Asbestos: Asbestos is commonly found in buildings or underground in asbestos cement piping.
 2. Lead: Lead-based paint and primer is commonly found in painted structural steel, stair railings, overhead signs and certain traffic paint.
 3. PFAS: PFAS is commonly found in soil and groundwater, carpet products, and various firefighting and fire protection equipment and supplies including foam.
 4. Hazardous Substances: Hazardous Substances include products or materials containing hazardous substances or characteristics, as defined below. Petroleum and metals contamination in soil and groundwater is included in this section.
 5. Universal Wastes: Universal wastes commonly include used oil, batteries, mercury-containing equipment, mercury-containing lamps or bulbs, and fluorescent light ballasts that contain PCBs, pesticides and pharmaceuticals. For reference, the definition of universal waste is included in the definition of solid waste which is provided below.
- vii. If after commencement of construction unexpected pre-existing hazardous substances are discovered, the contractor will schedule a meeting with the design professional and owner's representative.
 - viii. Contractors should assume that all waste material, including rubble and debris, and hazardous substances will be removed from the Airport at the contractor's expense. No hazardous substance waste material will be stored or relocated within the Airport complex. Burning on Airport property is prohibited.

4.2.D Definitions

4.2.D.1 Hazardous Substance Definition:

Hazardous Substances are defined as any substance that (i) the presence of which requires investigation, reporting, removal or remediation under any Environmental Law; (ii) that is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous substance," or other type of pollutant or contaminant under any applicable Environmental Law; (iii) that is toxic, reactive, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous and is or becomes regulated by any applicable Environmental Law; (iv) that is or contains oil, gasoline, diesel fuel, aviation fuel, or other petroleum hydrocarbons, products or derivatives, other than petroleum, crude oil, and petroleum products to the extent contained within regularly operated motor vehicles; (v) that is or contains PCBs, asbestos, radon, urea formaldehyde or any substance that contains PFAS; (vi) that is fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including but not limited to, mold (including, without limitation, penicillium/aspergillus and stachybotrys chartarum), and Legionella (legionella pneumophila); or (vii) the presence of which causes or threatens to cause a nuisance upon the Property or to adjacent property or poses or threatens to pose a hazard to the health or safety of any person, to plant or animal life, or to the environment, including, but not limited to sewage sludge, industrial slag, solvents and/or any other similar substances or materials.

4.2.D.2 Solid Waste Including Universal Waste Definition

Solid Waste including Universal Waste is defined as any waste that is or becomes defined as a “solid waste”, “waste”, “special waste”, “garbage”, or “commercial solid waste” under any environmental law or any waste that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, pesticides, pharmaceuticals and mercury-containing devices and lamps; or any waste that is not hazardous waste and that is not prohibited from disposal in a lined landfill or yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, or furniture other than appliances.

4.3 Airfield Lighting Control and Monitoring System

Any modifications to the existing airfield lighting system or Navigation Aids at Tampa International Airport will require an update to the “Airfield Lighting Control and Monitoring System” (ALCMS). All modifications and/or updates to the ALCMS must be done by Eaton Crouse-Hinds, 1200 Kennedy Road Windsor, CT 06095, USA, (860) 683-4300. This will include any changes, modification or updates to the system software and hardware including monitoring equipment and system computers.

4.4 Design Quality Control / Assurance

Quality Assurance and Quality Control (QA/QC) throughout the design phase is critically important to the Authority and the success of each project. All submitted information shall receive the appropriate level of quality control review by the design professional. It shall not be the Authority’s responsibility to provide the level of review that is required by the design professional and their subconsultants.

1. The design professional and subconsultants will submit, adhere to, and document observance of their respective corporate design quality review processes and manuals.
2. The design professional shall develop and formally submit a project specific Quality Control Plan (QCP) which outlines their proposed quality control process, timeline and review team’s organization including names of proposed reviewers.
3. Formal design QA/QC reviews will be conducted and incorporated into each submittal and all associated deliverables by the design team at 30%, 60%, 90%, 100%, and bid document milestones. Documentation of the reviews conducted is required as part of each submittal.
4. The design reviews should focus on the organization, clarity, accuracy and completeness of the information presented. At a minimum, design reviews should address technical content, biddability, and constructability included in the drawings and specifications.

4.5 Construction Cost Estimating

Accuracy and timing of construction cost estimates by the design team is vital to the design development of each project so that cost reporting and potential adjustments related to budget and/or project scope can be considered by the Authority as the design progresses from conceptual to final.

1. Each cost estimate shall include, at a minimum:
 - a. Submittals at milestones of 30%, 60%, 90%, 100%, and bid documents.
 - b. Consideration of the time necessary in the project schedule to develop and QA/QC review the cost estimate prior to submittal to the Authority and commensurate with the associated milestone deliverable.
 - c. Formatting of the estimate for comparison to the Authority’s Project Management Plan (PMP) estimate along with comparison to each previous estimate submitted along with comments

related to notable variances.

- d. Quantity and unit price detail commensurate with the particular stage of design.
- e. Below the line contingency amounts and percentages (e.g., escalation, design evolution, construction contingencies, etc.)
- f. Recommendation of an appropriate owner's allowance to be carried in the project/bid based on the particulars of the project.

Appendix A - Main Terminal Public Restroom Criteria

Toilet Partitions

American Accessory

304 series stainless steel, diamond textured

Doors: 1" thick, 22 gauge stainless steel #4 finish

Panels: 1" thick, 22 gauge stainless steel #4 finish

Ceiling Hung Pilasters: 1 1/4" thick, 26 gauge stainless steel #4 finish

Ceramic Floor Tile

Manufacturer : Stone Peak

Pattern: Materia 3D Selection

Color: Sisal

Size: 12" x 24"

Thickness: 9 mm

Finish: Honed

Grout: Truecolor, Almond - H153/Coffee D-G28

Ceramic Wall Tile

Manufacturer: Stone Peak

Pattern: Materia 3D Selection

Color: Sisal

Size: 12" x 24"

Thickness: 9 mm

Finish: Lappato

Grout: Truecolor, Almond - H153/Coffee D-G28

Quartz Surface Material

Manufacturer: Dupont Zodiaq

Color: Galaxy Black

Size: 1 1/8" Thick

Water Closets

Manufacturer: Kohler

Model: K-4323

Flush Valve: Zurn ZEMS6000 AV

Urinal

Manufacturer: Kohler

Model: UT104E

Lavatories

Sink: Kohler Verticyl K-2882

Color: 0-White

Faucet: Kohler K-13463

Soap Dispenser: Sloan SJS-1750 Foam

Toilet Accessories

Partition Mounted Seat-Cover Dispenser, Sanitary Napkin Disposal, Toilet Tissue Dispenser:

- Bobrick B-3571

Recessed Seat-Cover Dispenser, Sanitary Napkin Disposal, Toilet Tissue Dispenser:

- Bobrick B-3574

Recessed Seat-Cover and Toilet Tissue Dispenser

- Bobrick B-3474

Recessed Paper Towel Dispenser

- Bobrick B-35903

Recessed Paper Towel Dispenser and Waste Receptacle

- Bobrick B-3803

Recessed Napkin/Tampon Vendor

- Bobrick B-37063

Custom Paper Towel Dispenser/Mirror Combination Unit

- American Accessories, Inc. Maryland Series MD-1 Modified for TIA
- Bobrick B

Angle Mirror

- American Accessories Arkansas Series AR-Mirror 17.125" x 46"
- American Accessories Arkansas Series AR-Mirror 36" x 86"

Robe Hook

- Bobrick B-6716 Surface Mounted

Partition Door Stop

- Jack Knob 4153, Pilaster Mounted

Grab Bar

- Bobrick B-6806x48 48" stainless steel
- Bobrick B-6806x36 36" stainless steel

Fold Down Shower Seat

- Health Craft WS-36 SerenaSeat

Sharps Disposal

- Sharps Compliance, Inc. Items #50030, 10101, 50026

Electric Hand Dryer

- Dyson Airblade Model AB-02

Baby Changing Station

- Koala Kare Products Model KB110-SSRE Recess Mounted

Under Vanity Waste Receptacle

- American Accessories WA-7 modified

EXHIBIT C
AUTHORITY POLICY P412
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

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

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

POLICY:

General:

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

EXHIBIT C
AUTHORITY POLICY P412
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

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

Travel Expenses:

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

EXHIBIT C
AUTHORITY POLICY P412
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

B. Travel by Air Carrier:

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

C. Registration Fees:

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

D. Lodging:

EXHIBIT C
AUTHORITY POLICY P412
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

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

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

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

E. Meals (During Travel):

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

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

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

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

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

EXHIBIT C
AUTHORITY POLICY P412
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

employee's EVP.

F. Ground Transportation:

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

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

G. Other Travel Expenses:

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

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

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

H. Foreign exchange rates:

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

I. Travel by Rental Vehicle:

Board members, the CEO, EVPs and VPs are authorized to rent a vehicle if necessary to conduct Authority business, without advance approval. Utilization of a rental vehicle by

EXHIBIT C
AUTHORITY POLICY P412
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

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

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

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

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

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

J. Travel by Personal Vehicle:

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

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

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

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

EXHIBIT C
AUTHORITY POLICY P412
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

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

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

Business Development Expenses:

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

Working Meals:

- A. Expenditures for meals during business meetings between Authority employees or between Authority employees and individuals from outside organizations are allowable only (a) when there is a valid business need to have the meeting during a meal time (i.e., schedules will not accommodate the meeting at other times); (b) during periods of extended overtime (i.e. irregular operations, working on the budget or another major project); or (c) periodic department meetings (not more than quarterly), full-day or half-

EXHIBIT C
AUTHORITY POLICY P412
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

day Authority-wide meetings, or Authority strategic planning sessions.

- B. Business meals between Authority subordinates and supervisors will be infrequent and will occur only when there is no other time during which the meeting can be scheduled.
- C. Notwithstanding subparagraph B above, Executive staff, VPs, Directors and Managers may occasionally purchase meals for employees provided the meals are reasonable and for the purpose of conducting Authority business and/or employee recognition.
- D. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.
- E. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.
- F. Working meals will be reimbursed upon presentation of appropriate documentation including a list of attendees.

EXHIBIT D

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with Hillsborough County Aviation Authority which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Convergent Technologies LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

Exhibit E
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.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract for goods and service of \$1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List or that has 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.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract for goods and services of any amount, participating in a boycott of Israel 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.

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

I, _____, as a representative of _____
certify and affirm that subject to the dollar limitations set forth in Florida Statutes Section 287.135, this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sector List, does not have business operations in Cuba or Syria, and does not participate in the boycott of Israel.

Signature

Title

Printed Name

Date

EXHIBIT F
Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06(14), Florida Statutes, the undersigned, on behalf of Convergent Technologies LLC ("Company"), hereby attests under penalty of perjury that:

Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this Affidavit on behalf of Company.

Date: _____, 2026

Signed: _____

Entity: _____

Name: _____

Title: _____