



# HILLSBOROUGH COUNTY AVIATION AUTHORITY

## CONTRACT FOR AIR SERVICE DEVELOPMENT, ANALYTICS, AND CONSULTING SERVICES

### Parties And Addresses:

AUTHORITY: Hillsborough County Aviation Authority  
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HILLSBOROUGH COUNTY AVIATION AUTHORITY  
CONTRACT FOR AIR SERVICE DEVELOPMENT, ANALYTICS, AND CONSULTING SERVICES

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## 1. INTRODUCTION

This Contract for Air Service Development, Analytics, and Consulting Services (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 Crawford, Murphy & Tilly, Inc., authorized to do business in the State of Florida (Company), (collectively hereinafter referred to as the Parties).

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

## 2. DEFINITIONS

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

### 2.1 Accounts Payable

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

### 2.2 After Action Review (AAR)

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

### 2.3 Airport

Tampa International Airport.

### 2.4 Airside Terminals

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

### 2.5 Authority Data

All data, specifications, reports, and any other information provided by Authority to Company, or generated by Authority or Company.

### 2.6 Board

The Hillsborough County Aviation Authority Board of Directors.

## 2.7 Chief Commercial Officer

Responsible for air service development, concessions, commercial parking, and real estate.

## 2.8 Common Areas

Those areas of the Airside Terminals that are not leased, licensed, or otherwise designated or made available by Authority for exclusive or preferential use by a specific party or parties.

## 2.9 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.

## 2.10 Contract Documents

The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in this Contract; Request for Proposals (RFP) for Comprehensive Air Service Development, Analytics, and Economic Impact Consulting Services and any subsequent information submitted by Company during the evaluation process.

## 2.11 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.

## 2.12 Days

Unless otherwise stated, means calendar days.

## 2.13 Exhibits

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

## 2.14 FAA

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

## 2.15 Main Terminal

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

## 2.16 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.

## 2.17 Principal Consultant

The individual responsible for ensuring that all Services are provided as outlined in this Contract and who will be the Company's primary contact for all Services under this Contract.

## 2.18 Services

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

## 2.19 TSA

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

## 2.20 Vice President of Information Technology

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

## 2.21 Vice President of Procurement

Authority contact person responsible for the Authority Procurement Department.

## 2.22 Work Order

The order form used by Authority and Company in accordance with Exhibit D, Sample Work Order.

# 3. SCOPE OF SERVICES

### 3.1 Scope of Services

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

### 3.2 Work Order

- A. Without invalidating this Contract, Authority may, at any time, order additions, deletions or revisions to the Services authorized only by Work Order. Prior to the onset of any Services to be performed, Company and Authority will outline each task involved, establish a schedule for completing each task detail the associated costs, and include the names, titles, responsibilities, and resumes of Company's personnel that will be assigned to the task in a work plan as shown in Exhibit D, Sample Work Order. The Work Order schedule may go beyond the termination date of this Contract if necessary to complete the Work Order tasks. Company will use its best efforts to ensure that each task in the Work Order is completed on budget and on time according to the agreed upon work schedule.
- B. Company will only begin Services upon execution of the Work Order by Company and Authority. All such Services will be executed under the applicable conditions of this Contract. No Services will be paid for unless authorized by written Work Order prior to the performance of such Services.
- C. Upon execution of the Work Order, the Authority will issue a Purchase Order to Company to perform the specific work agreed to in the Work Order based upon the schedule and fees stated in the Work Order. The Authority's Chief Commercial Officer or designee will have the authority to execute any Work Order on behalf of the Authority consistent with the terms of this Contract. No Services will be initiated by Company until Company receives the Purchase Order which will include the final agreed upon Work Order.
- D. Any Purchase Order issued during the effective period of this Contract and not completed within that period shall be completed by the Company within the time specified in the Work Order. This Contract shall govern the Company's and Authority's rights and obligations with respect to that Work Order to the same extent as if the Work Order were completed during the effective period of this Contract.

### 3.3 Authority's Contact Person

Authority's Chief Commercial Officer or designee who will be responsible for notifying Company regarding required Services and will be Company's primary contact for all Services under this Contract.

### 3.4 Company's Principal Consultant

Company has designated Rachel Shulman as the Principal Consultant.

Company must not remove such Principal Consultant from providing the Services contemplated by this Contract; provided, however, that the removal of the Principal Consultant due to their

incapacity, voluntary termination, or termination for cause will not constitute a violation of this Contract. Authority will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the Principal Consultant being replaced. Company will not make any changes to the Principal Consultant until written notice is made to and approved by Chief Commercial Officer or designee.

## 4. TERM

### 4.1 Effective Date

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

### 4.2 Term

This Contract will begin on June 7, 2026 and continue through June 6, 2029 (Initial Term), unless terminated earlier as provided herein or extended as provided in the Subsection entitled, Renewal Options (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 Contract and if Company has performed all the terms, covenants and conditions herein contained, this Contract may be renewed at the terms and conditions stated hereunder for two, one-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 Contract.

### 4.4 Extension

Upon the expiration of the Term of this Contract, including any renewal options, at the Authority's sole discretion, this 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 Contract, without cause, by giving thirty (30) Days written notice to the other Party. However, Company may not cancel this Contract, without Authority approval, until all existing projects are completed, unless required by legal or ethical rules. Authority does not guarantee work or any amount of work to Company during the Term of this Contract.

## 5. FEES AND PAYMENTS

### 5.1 Not-to-Exceed

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

### 5.2 Payment

Authority will pay Company based on an approved, detailed Work Order that includes the project costs and payment schedule. Approved hourly service rates are part of the project costs and are as follows:

Air Service Development, Analytics, and Consulting Services

Line Item	Description	Unit of Measure	Hourly Service Rates
1	Principal Consultant - Contract Year 1 (June 7, 2026 - June 6, 2027)	Hourly	\$320.00
2	Principal Consultant - Contract Year 2 (June 7, 2027 - June 6, 2028)	Hourly	\$330.00
3	Principal Consultant - Contract Year 3 (June 7, 2028 - June 6, 2029)	Hourly	\$341.00
4	Principal Consultant - Renewal Year 1 (June 7, 2029 - June 6, 2030)	Hourly	\$352.00
5	Principal Consultant - Renewal Year 2 (June 7, 2030 - June 6, 2031)	Hourly	\$364.00

Line Item	Description	Unit of Measure	Hourly Service Rates
1	Director - Contract Year 1 (June 7, 2026 - June 6, 2027)	Hourly	\$350.00
2	Director - Contract Year 2 (June 7, 2027 - June 6, 2028)	Hourly	\$361.00
3	Director - Contract Year 3 (June 7, 2028 - June 6, 2029)	Hourly	\$372.00
4	Director - Renewal Year 1 (June 7, 2029 - June 6, 2030)	Hourly	\$385.00
5	Director - Renewal Year 2 (June 7, 2030 - June 6, 2031)	Hourly	\$398.00

Line Item	Description	Unit of Measure	Hourly Service Rates
1	Senior Consultant - Contract Year 1 (June 7, 2026 - June 6, 2027)	Hourly	\$250.00
2	Senior Consultant - Contract Year 2 (June 7, 2027 - June 6, 2028)	Hourly	\$258.00
3	Senior Consultant - Contract Year 3 (June 7, 2028 - June 6, 2029)	Hourly	\$266.00
4	Senior Consultant - Renewal Year 1 (June 7, 2029 - June 6, 2030)	Hourly	\$275.00
5	Senior Consultant - Renewal Year 2 (June 7, 2030 - June 6, 2031)	Hourly	\$285.00

Line Item	Description	Unit of Measure	Hourly Service Rates
1	Analyst - Contract Year 1 (June 7, 2026 - June 6, 2027)	Hourly	\$200.00
2	Analyst - Contract Year 2 (June 7, 2027 - June 6, 2028)	Hourly	\$206.00
3	Analyst - Contract Year 3 (June 7, 2028 - June 6, 2029)	Hourly	\$212.00
4	Analyst - Renewal Year 1 (June 7, 2029 - June 6, 2030)	Hourly	\$220.00
5	Analyst - Renewal Year 2 (June 7, 2030 - June 6, 2031)	Hourly	\$228.00

5.3 Invoices

Invoices required by this Contract will be created and submitted by Company to Authority Finance Department via email to Payables@TampaAirport.com in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, all assigned and on-going project activities during the preceding billing period, and purchase order number.

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 Contract in coordination with Accounts Payable.

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

## 5.5 Payment When Services Are Terminated at the Convenience of Authority

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

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

## 6. TAXES

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

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

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

## 8. QUALITY ASSURANCE

Company will be solely responsible for the quality of all Services furnished by Company, its

employees and/or its subcontractors under this Contract. All Services furnished by Company, its employees and/or its subcontractors must be performed in accordance with industry standard, in a timely manner, and must be fit and suitable for the purposes intended by Authority. Company's Services and deliverables must conform with all applicable Federal and State laws, regulations and ordinances.

## 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 Contract. Company further acknowledges that this Contract is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Authority's discretion.

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

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

contracts with public entities.

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

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

## 10.3 Company's Remedies

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

rule or regulation is not due to any fault or negligence of Company.

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

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

### 11. INDEMNIFICATION

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

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

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

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and

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

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

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

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

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

E. Company's obligations to defend and indemnify as described in this Article will survive the

expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against Company, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

F. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

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

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

I. If the above Paragraphs A - H or any part of Paragraphs A – H are deemed to conflict in any way with any law, the Paragraph or part of the Paragraph 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 Contract, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Company will maintain such books and records for five years after the end of the Term of this Contract. Records include, but are not limited to, books, documents, papers, records, research, and Work Orders related to this Contract. Company will not destroy any records related to this Contract without the express written permission of the Authority.

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

At any time or times during the Term of this Contract or within five years after the end of this Contract, the Authority or any duly authorized representative of the Authority, have the right to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this Contract or over selected operations

performed by Company under this Contract for the purpose of determining compliance with this Contract.

Access will be granted to all of Company's records directly pertinent to this Contract or any Work Order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors directly pertinent to this Contract or any Work Order. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to the Authority or will provide records electronically in a computer-readable format acceptable to the Authority 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 Contract requested by the Authority 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 Contract requested during the engagement within seven (7) Days of each request. Company will be in material breach of this 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.

The Authority has 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 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 Contract do not act as a waiver or limitation of the Authority's right to perform engagements.

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

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

## 13. INSURANCE

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Contract. In the event the Company becomes in default of the following

requirements, the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees are included as additional insureds.

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

### 13.2 Commercial General Liability Insurance

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

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

### 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 Contract are:

Each Occurrence – Bodily Injury and Property Damage Combined \$1,000,000

13.5 Professional Liability Insurance

Such insurance will be provided on a form acceptable to Authority and maintained throughout this Contract and for three years following completion of this Contract. Coverage will include all work of Company without exclusions unless approved in writing by Authority. The limits of coverage will not be less than:

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

13.6 Waiver of Subrogation

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

13.7 Incident Notification

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

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

13.9 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 which can be provided upon request.

## 14. COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

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

- A. 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 incorporated herein by reference and made a part of this Contract.
- B. Nondiscrimination: Company, with regard to the work performed by it during this 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 Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
  - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - 2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
  - 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - 4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - 5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - 6. Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended,

- (prohibits discrimination based on race, creed, color, national origin, or sex);
7. 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);
  8. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq), which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; and
  9. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- C. 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 Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, national origin, sex, creed, age or disability.
- D. 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.
- E. Sanctions for Noncompliance. In the event of Company’s noncompliance with the nondiscrimination provisions of this Contract, the Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to,
1. withholding of payments to Company under this Contract until Company complies, and/or
  2. canceling, terminating or suspending this Contract, in whole or in part.
- F. 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 the 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. SMALL BUSINESS ENTERPRISE

### 15.1 Authority Policy

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

### 15.2 Non-Discrimination

- A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Company will carry out applicable requirements of Authority SBE Policy and Program in the award and administration of this Contract. Failure by Company to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Authority deems appropriate.
- B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements or contracts.
- D. Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (1) that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Company will fully comply with the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 as amended from time to time.
- E. In the event of breach of the above non-discrimination covenants pursuant to Part 21 of

the Regulations of the Office of the Secretary of Transportation, as amended, Authority will have the right to terminate this Contract and to re-enter as if said Contract had never been made or issued. The provision will not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

### 15.3 SBE Participation

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

16. INFORMATION TECHNOLOGY REQUIREMENTS

16.1 USE OF ARTIFICIAL INTELLIGENCE

- A. AI means any machine learning, deep learning, or other automated systems that use algorithms to learn from and make predictions or decisions based on data.
- B. 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.
- C. 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.
- D. 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.
- E. Company’s request for approval to use AI must be submitted in writing and contain the following:
  - 1. The specific Authority Data to be used;
  - 2. The purpose and intended use of the AI;
  - 3. The potential benefits and risks associated with using the AI;
  - 4. The measures in place to ensure data security and confidentiality;
  - 5. The mechanisms in place for ensuring compliance with applicable laws including but not limited to data privacy and data protection laws; and
  - 6. A dataflow diagram which illustrates the flow of data within the Services as well as detailed identification of data sources, data stores, data processing, networks and AI utilized.
- F. Authority shall have sole and absolute discretion to approve or deny the use of AI for any aspect of the Services.

- G. To maintain the confidentiality of Authority Data, Company must only share information with approved personnel and must not input Sensitive Security Information (SSI) into AI systems. Company should not input Authority intellectual property into non-approved generative AI applications or enter 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.
- H. Company must implement robust security measures to protect Authority 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.
- I. To maintain transparency and protect the Authority from claims against copyright infringement and/or theft of intellectual property, all AI generated content must be cited and reviewed when used for Authority purposes. 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.
- J. Company should not use AI applications to create text, audio, or visual content for purposes of committing fraud or to misrepresent an individual’s identity.
- K. Company is fully liable for any damages arising out of use of AI and Authority Data.
- L. Upon termination of this 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.
- M. 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.

## 16.2 DATA SECURITY

- A. Authority Data:
  - 1. Company will not attempt to access, and will not allow its personnel access to, Authority Data or third-party data that is not required for the performance of the Services under this Contract by such personnel.
  - 2. 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.

3. 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.
  4. 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.
  5. Without limiting Company's other obligations under this Contract, Company must implement or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect all Authority Data; provided that Company must, at a minimum, encrypt all PII in-transit, in use, and at-rest.
  6. Company must perform all Services using security technologies and techniques in accordance with industry-leading practices and the Authority's security policies, procedures, and other requirements made available to Company in writing.
  7. 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.
  8. Company must not deviate from this encryption requirement without advance written Authority approval.
  9. Company must provide to Authority, without charge, the timely application of any upgrades to software required for Services that are available to third-parties. Software Upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes.
  10. Company understands and acknowledges that, to the extent that performance of its obligations under this Contract involves or necessitates the processing of PII, Company will act only on instructions and directions from Authority.
  11. 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.
  12. Company must implement procedures to minimize the collection of PII.
- B. No Malware/Surreptitious Code: Company represents and warrants that it has not and will not introduce or cause to be introduced malware or any code surreptitiously that isn't required for the primary purpose of the Services in any Authority Information Technology environment at any time. If Company discovers that malware or surreptitious

code has been introduced into software, Company must, at no additional charge to Authority, (a) immediately undertake to remove such malware, (b) notify Authority in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to Authority Data or software and otherwise assist the Authority in mitigating such damage and restoring any affected Services, software or equipment.

- C. Data Protection Laws: Company will comply with all applicable data protection laws, including those that would apply if Company, rather than the Authority, were the owner or data controller of any Authority Data in its possession or under its control in connection with the Services. Company will notify the Authority in writing within 24 hours of any actual or suspected non-compliance with applicable data protection laws or any security incidents involving Authority Data.
- D. Security Vulnerability Management: Company shall maintain a vulnerability management program to identify and remediate security vulnerabilities within computing systems. This includes regular testing and a record of solution 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 solutions and networks perceived as high risk, high value, or demonstrating a need for further scrutiny. All newly deployed solutions or solutions 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 solutions and networks 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.
- E. Notice to Authority: Company will adhere to and comply with all security measures and procedures established by the Authority and any applicable regulatory entities including, but not limited to, the TSA, and any terms of service agreed to by the 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 PII may have been affected or exposed by such Data Breach. Company must not make any public announcements relating to such Data Breach without Authority's Vice President of Communications, Marketing, and Strategy prior written approval.
- F. Data Breach Responsibilities:
  - 1. Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure of Authority Data, Company agrees to cooperate fully with the Authority in any investigation or response efforts related to the Data Breach,

including providing access to relevant documentation, records, and resources as needed, to include:

- 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.
2. Authority has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in Authority's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
- G. Incident Response Costs: In the event of a Data Breach attributable to an act or omission of Company, as part of such remediation, Company must pay all costs and expenses of Authority's compliance with any Authority notification obligations, as well as the costs of credit monitoring services for affected individuals.

## 17. AUTHORITY APPROVALS

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

## 18. DISPUTE RESOLUTION

### 18.1 Claims and Disputes

- A. A claim is a written demand or assertion by one of the Parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time, or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party

making the claim.

- B. If for any reason Company deems that additional cost or Contract time is due to Company for work not clearly provided for in this Contract, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Contract time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.
- C. Written notice of intention to claim must be made within ten (10) Days after Company first recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.
- D. When the work on which the claim is based has been completed, Company will, within ten (10) Days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Contract and maintain effective progress to complete the work within the time(s) set forth in this Contract.
- F. The making of final payment for this Contract may constitute a waiver of all claims by Authority except those arising from:
  - 1. Claims, security interests or encumbrances arising out of this Contract and unsettled;
  - 2. Failure of the work to comply with the requirements of this Contract;
  - 3. Terms of special warranties required by this Contract; and
  - 4. Latent defects.

## 18.2 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 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) 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.

## 19. WAIVER OF CLAIMS

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

## 20. 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.

## 21. COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

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

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

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

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

## 22. CONTRACT MADE IN FLORIDA

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

## 23. 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:

(MAIL DELIVERY)

CRAWFORD, MURPHY & TILLY, INC.  
2750 WEST WASHINGTON STREET  
SPRINGFIELD, ILLINOIS 62702  
ATTN: RACHEL SHULMAN

OR

(HAND DELIVERY)

CRAWFORD, MURPHY & TILLY, INC.  
2750 WEST WASHINGTON STREET  
SPRINGFIELD, ILLINOIS 62702  
ATTN: RACHEL SHULMAN

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 ten (10) Days following any change in Company's name, Company's address and/or Company's representative indicated above.

## 24. SUBORDINATION OF CONTRACT

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

## 25. SUBORDINATION TO TRUST AGREEMENT

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

## 26. ASSIGNMENT AND SUBCONTRACTING

Company will not assign, subcontract, sublease, or license this Contract without the prior written consent of Authority. Any purported assignment or sublease of this Contract without the prior written consent of the Authority shall be void ab initio and of no effect. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Contract.

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

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

## 27. EMPLOYEE PARKING

Nothing in this 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 users of the Airport subject to the payment of reasonable charges to use the Airport 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.

## 28. APPLICABLE LAW AND VENUE

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

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

## 29. SCRUTINIZED COMPANIES

Company is required to complete Exhibit B, Scrutinized Company Certification, at the time this Contract is executed and to complete a new Exhibit B for each renewal option period, if any. This Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5), has been placed on the Scrutinized Companies with Activities in Sudan List, has been engaged in business operations in Cuba or Syria, has been placed on a list created pursuant to Florida Statute Section 215.743 relating to scrutinized active business operations in Iran, has been placed on the Scrutinized Companies or Other Entities that Boycott Israel list, or is engaged in a boycott of Israel.

## 30. ANTI-HUMAN TRAFFICKING LAWS

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

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

## 31. 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.

### 32. RIGHT TO AMEND

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

### 33. TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

### 34. WAIVERS

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by Authority will be required to restore or revive time as being of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Contract are cumulative and no one of them will be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by Authority will not impair its rights to any other right, power, option or remedy.

### 35. 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 Contract for Air Service Development, Analytics, and Consulting Services  
Hillsborough County Aviation Authority

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.

### 36. 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.

### 37. FAA APPROVAL

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

### 38. AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Contract, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out in this Contract, or in the event of a foreign address delivery by Federal Express, and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) Days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the State or Federal courts located in Hillsborough County, Florida, and waives any and all obligation and protests thereto, any laws to the contrary notwithstanding.

## 39. INVALIDITY OF CLAUSES

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

## 40. SEVERABILITY

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

## 41. HEADINGS

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

## 42. SIGNATURES

### 42.1 Signature of Parties

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

### 42.2 Counterparts

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

## 43. PUBLIC ENTITY CRIME

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

#### 44. MISCELLANEOUS

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

#### 45. ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Contract.

#### 46. ORDER OF PRECEDENCE

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

#### 47. CONTRACT CHANGES

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

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

#### 47.1 Claim for Payment

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

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

#### 47.2 Right to Carry Out the Services

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

### 48. COMPLETE CONTRACT

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

[Remainder of Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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 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 \_\_\_\_\_, 20\_\_\_\_\_, 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

Crawford, Murphy & Tilly, Inc.

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

Crawford, Murphy & Tilly, Inc.

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as

(Name of person)

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

(type of authority)

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

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced

## Exhibit A

### Scope of Services

#### Air Service Development, Analytics, and Consulting Services

This Scope of Services details the type of Services and deliverables that may be requested by Authority from Company. Services will only begin upon the completion and full execution of a Work Order as shown in Exhibit D, Sample Work Order. Note: Authority does not guarantee any work or Services.

#### Air Service Development, Analytics, and Consulting Services

##### 1. Analytics and Consulting Services

- a. Develop the Authority air service development strategic plan to attract new and retain current air service.
- b. Perform periodic analysis of airline industry developments, evaluate the performance of the Authority's existing airline routes, and identify opportunities for new and/or increased service for current or new airlines.
- c. Attend meetings, as necessary, with airline and/or government officials for the purpose of securing air service to the Tampa Bay Region or monitoring air service negotiations and related meetings.
- d. Other consulting services as required.

##### 2. Deliverables

The following listed reports and products may be requested from Company. All deliverables will be provided in electronic format. It is understood that all materials produced on behalf of Authority are the sole property of Authority and may not be disclosed without the consent of Authority. No guarantee is made that Authority will require any reports listed.

- a. The Authority's air service development strategic plan.
- b. Route proposals that may include, but not be limited to, forecasts, contribution of forecast tools, data, socio-demographic, airline strategy, and other value-added information to support the business case for flights from the Airport.
- c. Independent traffic and revenue forecasts using industry-standard methodologies.

- d. Other specialized studies, analyses or reports as required by the Authority.

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**Exhibit B**  
**Scrutinized Company Certification**



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

This certification is required pursuant to Florida 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 or services 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 or 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 Statute Section 287.135, this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**Exhibit C**  
**Affidavit of Compliance with Anti-Human Trafficking Laws**

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of Crawford, Murphy & Tilly, Inc. (Company), hereby attests under penalty of perjury that the Company:

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

The undersigned is authorized to execute this Affidavit on behalf of Company.

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

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

Company: \_\_\_\_\_

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

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

**Exhibit D  
Sample Work Order**

Work Order – Professional Services  
Hillsborough County Aviation Authority  
Air Service Development, Analytics, and Consulting Services  
Crawford, Murphy & Tilly, Inc.

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

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

4. Contract Amount Summary

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

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

6. Schedule and Costs

- A. Project Schedule/Timeline  
*Clearly outline the deliverables and the time it will take to complete each deliverable.*

Task Number	Deliverable	Due Date
1.		

2.		
3.		
4.		
5.		

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

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

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

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

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

*<Projects one month and less>*

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

OR

*<Projects 30 to 90 days>*

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

OR

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

OR

*<Projects exceeding 90 days>*

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

OR

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

---

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

Company:

Date:

Authorized Official:

Name:

Title:

Signature: \_\_\_\_\_

---

**Hillsborough County Aviation Authority Approval of this Work Order**

Department: Air Service Development

Date:

Name:

Title:

Signature: \_\_\_\_\_

**cc: Central Records  
Procurement Agent**

Exhibit D, Sample Work Order  
Air Service Development, Analytics, and Consulting Services  
Hillsborough County Aviation Authority