



HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 2

MARKET RESEARCH AND INSIGHT DEVELOPMENT CONTRACT

Parties And Addresses:

AUTHORITY:	Hillsborough County Aviation Authority Post Office Box 22287 Tampa, Florida 33622 Telephone: 813-870-8700 Fax: 813-875-6670
COMPANY:	Brand Intuition, LLC dba Study Hall Research

HILLSBOROUGH COUNTY AVIATION AUTHORITY
AMENDMENT NO. 2
MARKET RESEARCH AND INSIGHT DEVELOPMENT CONTRACT

I. Header

THIS AMENDMENT NO. 2 to the Market Research and Insight Development Contract (Contract) dated November 4, 2021, by and between Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida (Authority), and Brand Intuition, LLC dba Study Hall Research, organized and existing under the laws of the State of Florida and authorized to do business in the State of Florida (Company), is entered into this ____ day of _____, 2026.

II. WITNESSETH

WHEREAS, on November 4, 2021, Authority and Company entered into the Contract; and

WHEREAS, on December 21, 2022, Authority and Company executed Amendment No. 1 to the Contract to add On-Site Data Collection for ACI Passenger Survey services and associated fees to the Scope of Services under the Contract; and

WHEREAS, pursuant to this Amendment No. 2, Authority and Company wish to extend the Contract for an additional year beyond the current Contract end date of November 3, 2026, and Authority and Company agree to the associated fees and payments for the additional Contract year; and

WHEREAS, Company agrees to continue to provide the Services to Authority in accordance with the terms and conditions of the Contract for the additional Contract year.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties do agree that the Contract is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. This Amendment No. 2 renews the Contract for the period of November 4, 2026 through

November 3, 2027.

3. ARTICLE 1, CONTRACT, Section 1.01, Definitions, Paragraph K, Term is hereby amended as follows:

Term: November 4, 2021 through November 3, 2027.

4. ARTICLE 3, TERM, Section 3.02, Term is hereby amended as follows:

Term

The Term of this Contract commences on November 4, 2021 and will continue through November 3, 2027 unless terminated earlier as provided herein.

5. ARTICLE 3, TERM, Section 3.03, Renewal Option, is deleted.

6. ARTICLE 4, FEES AND PAYMENTS, Section 4.01, Payment, Paragraph B, On-Site Data Collection for ACI Passenger Survey chart is hereby amended as follows:

Fees shall be as follows:

On-Site Data Collection for ACI Passenger Survey

	Year Ending November 3, 2027
Annual Fee	\$140,000.00

7. ARTICLE 13, NON-DISCRIMINATION is hereby amended as follows:

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 herein incorporated 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 U.S.C. § 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.*), (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, or national origin.
- 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 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.

8. ARTICLE 14, WOMEN AND MINORITY-OWNED BUSINESS ENTERPRISE is deleted in its entirety and is replaced with ARTICLE 14, SMALL BUSINESS ENTERPRISE, as follows:

SMALL BUSINESS ENTERPRISE

14.01 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.

14.02 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.

14.03 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.

9. ARTICLE 44, ANTI-HUMAN TRAFFICKING LAWS is hereby added to Contract as follows:

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

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

10. Except as provided herein, all other terms and conditions of the Contract remain in full force and effect and are hereby ratified and confirmed. The Contract, Amendment No. 1 and this Amendment No. 2 represent the entire understanding between the Parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both Parties.

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

ATTEST

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST:

Jane Castor, Secretary

BY:

Arthur F. Diehl III, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS:

Signature

Printed Name

Approved as to form for legal sufficiency:

BY:

David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, in the capacity of Chairman of the Board of Directors, and _____, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

Tampa International Airport
Amendment No. 2
Market Research and Insight Development Contract

Brand Intuition, LLC dba Study Hall Research

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Printed Address

Witness

City/State/Zip

Printed Name

Brand Intuition, LLC dba Study Hall Research

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledge before me this _ day of _____, 20__

by _____ in the capacity of _____

(Individual's Name)

(Individual's Title)

at _____, a _____, on its behalf _____

(Company Name)

(type of company)

(He is / She is)

_____ known to me and has produced _____

(Personally / Not Personally)

(Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

Exhibit E
Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06(14), Florida Statutes, the undersigned, on behalf of the Company listed below ("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: _____

Entity: _____

Name: _____

Title: _____