

**EXHIBIT “E”**

DRAFT

**AGREEMENT**

WORK ORDER SYSTEM REPLACEMENT AGREEMENT

AT

TAMPA INTERNATIONAL AIRPORT

Prepared by:  
Procurement Department  
Hillsborough County Aviation Authority  
P.O. Box 22287  
Tampa, Florida 33622

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HILLSBOROUGH COUNTY AVIATION AUTHORITY  
WORK ORDER SYSTEM REPLACEMENT AGREEMENT

This Work Order System Replacement Agreement (hereinafter referred to as "Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2010 between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as "Authority"), and \_\_\_\_\_, a \_\_\_\_\_ corporation, authorized to do business in the State of Florida, (hereinafter referred to as "Company"), collectively hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, Authority owns and/or operates the public airports in Hillsborough County, Florida, specifically Tampa International Airport ("Airport"); and

WHEREAS, Authority desires replacement and integration of the Authority's Maintenance/Facilities Work Control and ITS Helpdesk software applications that will enable the Authority to share tasks and data; and

WHEREAS, Company agrees to provide the software, software maintenance, support, training and services necessary to make the Work Order System operational to Authority.

NOW, THEREFORE, the Parties hereto mutually agree and covenant that Company will render the following services and other services as may be requested from time to time.

ARTICLE 1  
SERVICES

1.1 Scope of Service

Upon the request of the Authority, Company agrees to provide the products and services required under this Agreement as outlined in Section 4.0, System Functionality, and Section 5.0, Responsibility of Successful Proposer, of the Request for Proposal (RFP) dated October 26, 2009, which is attached hereto and made a part hereof.

1.2 Authority's Representative

Authority will be represented by the Executive Director or a designee of the Executive Director.

1.3 Company/Subcontractor Relationship

Company will not contract with subcontractors to perform any portion of the work provided for in this Agreement without the prior written approval of the Authority. If so approved, the Company will be solely responsible for ensuring that its subcontractors perform pursuant to and in compliance with the terms of this Agreement.

ARTICLE 2

TERM

2.1 Effective Date

This Agreement will become effective upon approval and execution by Authority and Company.

2.2 Term

The system will be installed, fully functional and training completed within six months following the notice to proceed. Maintenance and support will be provided for up to three years.

2.3 Early Termination of Agreement

Authority may terminate the Agreement, without cause, by giving 30 days written notice to Company.

ARTICLE 3

COMPENSATION

3.1 Payment

A. Rates and Fees

The total Agreement amount for services provided herein will not exceed \$\_\_\_\_\_.

B. Travel and Subsistence

Companies based outside of Hillsborough County may submit subsistence expenses incurred in the performance of services. These expenses shall be pre-approved by the Authority and reimbursed in accordance with the Authority's Travel Expense and Subsistence Policy and Standard Procedures which is attached to the October 26, 2009 RFP as Exhibits "A-1" & "A-2" and is made a part hereof. Proposer shall not be

reimbursed for travel time between the Airport and Proposer's headquarters or local place of business.

C. Maintenance and Support Cost

The maintenance and support costs for years two and three of the Agreement will be \$\_\_\_\_\_.

D. Additional License and Training costs will not exceed \$\_\_\_\_\_.

3.2 Method of Payment

On a monthly basis, by the third work day of the month following the billing month, Company will submit to Authority, in a form satisfactory to the Authority, an invoice that, at a minimum, includes the products, licenses installed and services performed for the billing month.

3.3 Prompt Payment

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

3.4 Early Termination

Upon early termination of the Agreement, Company will be compensated for services performed and any approved direct costs incurred up to the date of termination, all in accordance with the rates and fees listed in Section 3.1.

ARTICLE 4

WORK PLANS

4.1 Work Plan

As Authority identifies specific projects under this Agreement, Authority will submit to Company a work plan outlining the purpose, description and scope of the project. Company will be required to evaluate the project and provide a detailed response to the work plan that will include, at a minimum, the following: the hours required to complete the project; a project schedule and timeline; names, titles, responsibilities and resumes of Company's personnel that will be assigned to the project; and an estimation of the length of time and cost required to complete such work.

Company will identify any areas of work which will be performed by a Woman and Minority Owned Business Enterprise (“W/MBE”).

4.2 Negotiated Work Plan

Authority will review Company’s response to the work plan and negotiate with Company an acceptable timeframe and cost for performing such work, in accordance with Article 3 of this Agreement.

4.3 Failure to Agree

If Authority and Company cannot agree on the time and cost of the specific item of work to be performed, Authority will either not award the work or will select another company to do the work.

4.4 Notice to Proceed

Upon agreement between Authority and Company to the terms and conditions of the work plan, both parties will execute the work plan and Authority will issue a Notice to Proceed to Company to perform the specific items under the executed work plan. Authority’s Senior Director of Administration and Information Technology will have the authority to execute any work plan on behalf of Authority consistent with the terms of this Agreement. No item of work will be initiated by Company until Company receives the Notice to Proceed which will include the final agreed upon work plan

ARTICLE 5  
OWNERSHIP OF DOCUMENTS

All work product developed under this Agreement is the property of Authority, regardless of the final disposition of the project. Upon termination of this Agreement, Company will transfer, assign and make available to Authority, or Authority’s authorized representative, all materials related to the project in Company’s possession belonging to and paid for by Authority. Company may not use any materials or work product developed under this Agreement for any other purpose without the express written permission of Authority.

ARTICLE 6  
DATA SECURITY

Company will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third party data that Company may gain access to or be in possession of in providing the services of this Agreement. Company will not attempt to access, and will not allow its personnel access to, Authority data or third party data that is not required for the performance of the services of this Agreement by such personnel.

Company will adhere to and abide by the security measures and procedures established by the Authority.

In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, Company will promptly:

- (1) notify the Authority of such breach or potential breach and
- (2) if the applicable Authority data or third party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

#### ARTICLE 7

#### NON-DISCLOSURE

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

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

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

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

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

ARTICLE 8  
QUALITY ASSURANCE

Company will be solely responsible for the quality of all work performed by Company and its subcontractors under this Agreement. All services furnished by Company and its subcontractors will be performed in accordance with best management practices and professional judgment, in a timely manner, and will be fit and suitable for the purposes intended by Authority. Company's services and deliverables will conform with all applicable federal, State and local laws, regulations and ordinances.

ARTICLE 9  
NON-EXCLUSIVE

Company acknowledges that the Authority has, or may hire, other consultants to perform work similar to or the same as that which is within the Company's scope of work under this Agreement. Company further acknowledges that this Agreement is not a guarantee of the assignment of any work and that the assignment of work to various consultants is solely within the Authority's discretion.

ARTICLE 10  
DEFAULT AND TERMINATION RIGHTS

10.1 Events of Default

Company will be in default of this Agreement upon the occurrence of any of the following:

- A. The failure or omission by Company to carry out its duties under this Agreement 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 Agreement.
- C. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- E. 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.

- F. Company's non-compliance with Florida Statute Section 287.133, concerning criminal activity on contracts with public entities.

#### 10.2 Authority's Remedies

In the event of any of the foregoing events of default enumerated in Section 10.1, Authority may immediately terminate Company's rights under this Agreement and Company will remain liable for all damages suffered by Authority. The exercise of this remedy does not preclude the exercise by the Authority of any other remedies provided by law.

### ARTICLE 11 INDEMNIFICATION

To the fullest extent permitted by law, Company agrees to protect, reimburse, indemnify and hold Authority, its agents, employees, and officers free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Company's presence on or use or occupancy of the Premises or the Airport; Company's acts, omissions, negligence, activities, or operations; Company's performance, non-performance or purported performance of this Agreement; or any breach by Company of the terms of this Agreement, or any such acts, omissions, negligence, activities, or operation of Company's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, that results in any bodily injury (including death); any damage to any property, including loss of use; or infringement of any patent, copyright, trademark, trade dress or trade secret incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

In addition to the duty to indemnify and hold harmless, Company will have the duty to defend the Authority, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Company, the Authority, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Company.

Company recognizes the broad nature of these indemnification, hold harmless, and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt of \$10.00 and such

other good and valuable consideration provided by Authority in support of this indemnification in accordance with the laws of the State of Florida. This Article shall survive the termination of this Agreement. Compliance with insurance requirements under this Agreement shall not relieve Company of its liability or obligation to indemnify, hold harmless, and defend the Authority as set forth in this Article.

ARTICLE 12  
INSURANCE

12.1 Insurance Terms and Conditions

Company will maintain the following limits and coverages uninterrupted or amended throughout the life of this Agreement. In the event Company becomes in default of the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Liability policies other than Workers' Compensation/Employer's Liability will provide that the Authority is an additional insured.

A. Workers' Compensation/Employer's Liability

The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) will be:

Part One:	"Statutory"
Part Two:	
Each Accident	\$ <u>100,000</u>
Disease – Policy Limit	\$ <u>500,000</u>
Disease – Each Employee	\$ <u>100,000</u>

B. Commercial General Liability

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering liability resulting from, or in connection with, operations performed by, or on behalf of, the Company under the Agreement or the use or occupancy of Authority premises by, or on behalf of, the Company are:

	<u>Agreement Specific</u>
General Aggregate	\$ <u>1,000,000</u>
Each Occurrence	\$ <u>1,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Products and Completed Operations	\$ <u>1,000,000</u>

C. Business Auto Liability

Coverage must be provided for all owned, hired and non-owned vehicles.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) will be:

Each Occurrence – Bodily Injury and Property Damage Combined	\$ <u>1,000,000</u>
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D. Professional Liability

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all work of the Company performed pursuant to the Agreement, without any exclusions unless approved in writing by the Authority, will remain in force for a period of three years following termination of the Agreement.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement will be:

Each Occurrence	\$ <u>1,000,000</u>
Annual Aggregate	\$ <u>1,000,000</u>

12.2 Conditions of Acceptance

This Agreement incorporates by reference the Authority's Operating Directive No. D250.01.01 concerning contractual insurance terms and conditions in effect as of the date of this Agreement, as amended from time to time.

ARTICLE 13

INVALIDITY OF CLAUSES

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

ARTICLE 14

NONDISCRIMINATION/AFFIRMATIVE ACTION

Company assures that, in the performance of its obligations hereunder, it will fully comply with the requirements of 14 C.F.R. Part 152, Subpart E (Nondiscrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, *inter alia*, that no person on the grounds of race, creed, color, national origin, or sex will be excluded from participating in any activities

covered by such regulations. Company, if required by such regulations, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its sub-organizations.

Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) 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) in the furnishing of services herein, 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) Company will fully comply with the requirements of 49 C.F.R. Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), as amended from time to time.

In the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the Agreement and to re-enter as if said Agreement had never been made or issued.

#### ARTICLE 15

##### WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE ("W/MBE")

It is the policy of the Authority that woman and minority-owned business enterprises (W/MBEs), as defined herein, will have full and fair opportunities to compete for and participate in the performance of non-federally funded contracts or in the purchase of goods and services procured by the Authority. In advancing this opportunity for W/MBEs, neither the Authority nor those companies doing business with the Authority will discriminate on the basis of race, color, national origin, religion or sex in the award and performance of any Authority contract or in the administration of this W/MBE program. The Authority will take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of Authority contracts. Under its W/MBE policy and program, the Authority will recognize and encourage W/MBEs to participate as prime contractors or as subcontractors in its construction contracts, architectural and engineering contracts, professional services contracts, and goods and services purchases and contracts.

No specific expectancy for W/MBE participation has been established for this Agreement. However, Company agrees to make a good faith effort throughout the term of the Agreement to incorporate W/MBE labor and/or materials and supplies. W/MBE enterprises are business concerns certified as a woman or minority-owned business by Hillsborough County, City of Tampa, State of Florida Office Department of Management Services and Supplier Diversity or certified as a DBE under the Florida Unified Certification Program (UCP). W/MBEs must be listed in the directories of the respective certifying agencies. Links to

each certifying agency's W/MBE directory are posted on the Authority's website at [www.TampaAirport.com](http://www.TampaAirport.com). Failure to comply with the requirements for participation by W/MBEs in the performance of the Agreement, if any, may disqualify the Company from award of the Agreement.

EACH CONTRACT THE AUTHORITY EXECUTES WITH A COMPANY (AND EACH SUBCONTRACT A COMPANY EXECUTES WITH A SUBCONTRACTOR) MUST INCLUDE THE FOLLOWING CLAUSE:

Company's W/MBE Assurance: The Company or Subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Company or Subcontractor will carry out applicable requirements of the Authority's W/MBE policies and programs in the award and administration of Authority contracts. Failure by the Company or Subcontractor 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 the Authority deems appropriate.

ARTICLE 16  
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 Agreement. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 17  
ASSIGNMENT

Company will not assign this Agreement without the prior written consent of Authority.

ARTICLE 18  
APPLICABLE LAW AND VENUE

This Agreement will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement will be in Hillsborough County, Florida.

ARTICLE 19  
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 days after depositing such notice or communication in a postal receptacle, or one day after depositing such notice or communication with a reputable overnight courier service. All notices or communications will be addressed as follows:

**TO AUTHORITY:**  
(MAIL DELIVERY)  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
TAMPA INTERNATIONAL AIRPORT  
P.O. Box 22287  
TAMPA, FLORIDA 33622-2287  
ATTN: EXECUTIVE DIRECTOR

**TO COMPANY:**  
(MAIL DELIVERY)

**Or**

(HAND DELIVERY)  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
TAMPA INTERNATIONAL AIRPORT  
4100 GEORGE J BEAN PARKWAY, SUITE 3311  
3<sup>RD</sup> FLOOR, BLUE SIDE  
TAMPA, FLORIDA 33607  
ATTN: EXECUTIVE DIRECTOR

(HAND DELIVERY)

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 the Notice is sent through a mail system, verifiable tracking documentation, such as a certified return receipt or overnight mail tracking receipt, is encouraged.

#### ARTICLE 20

##### RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and Authority will in no way be responsible therefore.

#### ARTICLE 21

##### COMPLIANCE WITH RULES AND REGULATIONS

Company, its officers, employees, agents, subcontractors and those under its control will at all times comply with applicable federal, State, and local laws and regulations, Airport rules, regulations, policies, 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, 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 the Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with security measures required of Company or Authority by the Federal Aviation Administration ("FAA") or the Transportation Security Administration ("TSA") contained in any Airport master security plan approved by the TSA that includes an Airport Tenant Security Program as outlined in TSA 1540 and 1542, as amended, respective to Company's activities herein. If Company, its officers, employees, agents, subcontractors or those under its control fail

and/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 and/or other damages. This amount must be paid by Company within 10 days of written notice.

ARTICLE 22  
SECURITY BADGING

A. Identification - Personnel:

If an employee of Company requires unescorted access to the security identification display area (SIDA) to perform work under this Agreement, said employee will be badged with an Airport identification badge (Badge) provided by the Authority's ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC). A Badge will not be issued to an individual until the results of the CHRC are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC discloses a disqualifying criminal offense the individual's badge application will be revoked. The cost of the CHRC is \$27.00 per individual and will be paid by Company. This cost is subject to change without notice. All Company badged employees will wear the Badge on the outermost garment at all times while in the SIDA. Company will be assessed a \$300.00 fine for each security badge that is lost, stolen, terminated, unaccounted for, or not returned to the Authority at the time of badge expiration, termination of the Agreement, or upon written request by the Authority. This fine will be paid promptly by Company.

B. Identification - Vehicles:

If Company is required by Authority to travel over the Airfield Operations Area (AOA), Company will obtain from Authority's Operations Department a blue decal to be kept inside any Company vehicle that travels over the AOA. Also, all Company vehicles will be clearly marked on the side of the vehicle with the Company's name.

ARTICLE 23  
CORPORATE TENANCY

If Company is a corporation, the undersigned officer of Company hereby warrants and certifies to Authority that Company is a corporation in good standing, is authorized to do business in the State of Florida, and the undersigned officer is authorized and empowered to bind the corporation to the terms of this Agreement by his or her signature thereto.

ARTICLE 24  
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 25  
COMPLETE AGREEMENT

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

ARTICLE 26  
MISCELLANEOUS

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

ARTICLE 27  
ORDER OF PRECEDENCE

The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

1. Terms and Conditions as contained in this Agreement;
2. RFP # 09-534-045 dated October 26, 2009;
3. Company's RFP Response.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and corporate seals on this \_\_\_\_ day of \_\_\_\_\_, 2010.

*(Affix Corporate Seal)*

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

By: \_\_\_\_\_  
Alfred S. Austin, Chairman

Address: P. O. Box 22287  
Tampa, FL 33622

**ATTEST:**

\_\_\_\_\_  
Joseph F. Diaco, MD, Secretary  
Address: P. O. Box 22287  
Tampa, FL 33622

Signed, sealed, and delivered in the presence of:

\_\_\_\_\_  
Witness

Print Name

\_\_\_\_\_  
Witness

Print Name

**LEGAL FORM APPROVED:**

BY: \_\_\_\_\_

David Scott Knight,  
Associate General Counsel

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010,  
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 did not take an oath.

*(Stamp or seal of Notary)*

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Type or print name of Notary

\_\_\_\_\_  
Date of Commission Expiration (if not on stamp or seal)

**COMPANY:** \_\_\_\_\_

By: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address

\_\_\_\_\_

Signed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

**COMPANY:** \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010,

by \_\_\_\_\_ in the capacity of \_\_\_\_\_, a  
(Individual's Name) (Individual's Title)

\_\_\_\_\_ a \_\_\_\_\_  
(Name of organization or company, if any) (Corporation / Partnership / Sole Proprietor / Other)

on its behalf. \_\_\_\_\_  
(He is / She is) (Personally known to me not personally known to me)

\_\_\_\_\_ and has produced the following document of identification)

(Stamp or Seal of Notary)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Type or Print Name of Notary

\_\_\_\_\_  
Date of Commission Expiration (if not on stamp or seal)