

Hillsborough County Aviation Authority

LICENSE AGREEMENT FOR ONLINE BOOKING SYSTEM

COMPANY: KMP ASSOCIATES LIMITED DBA AEROPARKER

Term Date: November 5, 2020 through March 31, 2026

Board Date: November 5, 2020

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
ONLINE BOOKING SYSTEM

This License Agreement for Online Booking System (hereinafter referred to as Agreement) is made and entered into this ___ day of November 2020 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 KMP Associates Limited dba AeroParker, a Limited Company registered in the UK, authorized to do business in the State of Florida, (hereinafter referred to as Company), (collectively hereinafter referred to as the Parties).

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

ARTICLE 1

AGREEMENT

1.01 Definitions

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

- A. **Acceptance:** The act of Authority personnel or an Authorized Representative in which the Authority accepts and assumes ownership of existing supplies or approves specific services as partial or complete performance of this Agreement.
- B. **Accounts Payable:** The unit within Authority Finance Department that deals with accounts payable.
- C. **Additional Services:** Any additions or revisions to core functionality of the Services agreed to by Authority and Company in the executed Agreement pursuant to a Work Plan for Additional Services executed by both Parties.
- D. **Agreement Documents:** The following documents are a part of this Agreement and are hereby incorporated by reference: the terms and conditions as contained in this Agreement; Invitation to Negotiate (ITN) No. 92008, Online Booking System, dated July 15, 2020, and all its addenda; and Company's Response to ITN No. 92008, Online Booking System, and any subsequent information submitted by Company during the evaluation and negotiation processes.
- E. **Agreement Year:** The 12-month periods indicated as the Agreement Year in Article 4, Fees and Payments.
- F. **Airport:** Tampa International Airport.

- G. **Annual Fixed Platform Fees:** The cost related to the ongoing maintenance and technical support as described in Appendix B, Sample License Agreement, Exhibit A, Scope of Work, Subheading, Services.
- H. **Authority Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.
- I. **Authorized Representative:** Third-party supplier directly or indirectly required by Authority to carry out activities on its behalf in association with this Agreement.
- J. **Board:** The Hillsborough County Aviation Authority Board of Directors.
- K. **Change Management Processes:** Tracking and managing changes to artifacts such as code and requirements including tracking when changes were made, who made them, and what those changes impact.
- L. **CEO:** The Hillsborough County Aviation Authority Chief Executive Officer.
- M. **Commencement of Operations:** When Company will begin providing Services, post system design, installation and final acceptance of the Project.
- N. **Commercial Parking:** A division within the Authority Concessions and Commercial Parking Department responsible for oversight and operation of the public and employee parking facilities.
- O. **Concessionaire:** A person or firm that provides a business within the Airport selling goods or services to the public, including but not limited to, the following: food and beverage, retail merchandise, duty free merchandise and personal or business services.
- P. **Corporate Representative:** The individual employee of Company responsible for monitoring this Agreement and coordinating support for the Agreement at the corporate level to ensure compliance with the terms and conditions of this Agreement.
- Q. **Economy Parking Garage:** The economy parking facility located south of the Main Terminal with approximately 10,000 spaces.
- R. **Director of Commercial Parking:** The Authority employee designated by Authority's Chief Executive Officer to manage and oversee this Agreement.
- S. **FAA:** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

- T. **Fiscal Year:** October 1st through September 30th of each year.
- U. **First Class:** A manner of operation of the Company, a standard of quality of materials and/or a standard of quality of Services that meets standards in other airports throughout the United States.
- V. **Hourly Service Rates:** Company's hourly rates included within this Agreement and as mutually agreed upon by the Party's during Agreement negotiations.
- W. **Information Technology Service Management (ITSM):** Strategic approach to design, deliver, manage and improve the way businesses use information technology. ITSM includes all the discrete activities and processes that support a service throughout its lifecycle, from service management to change management, problem and incident management, asset management and knowledge management.
- X. **Long Term Parking Garage:** The garage located adjacent to the Main Terminal consisting of eight parking levels with approximately 8,440 total spaces.
- Y. **Main Terminal:** The nine-level structure that, as of the Effective Date, contains baggage claim, airline ticket counters and transfer level with Authority management and executive offices, and the six Short Term Parking Garage levels.
- Z. **Online Booking System (OBS):** A software reservation management system used to accept and manage public parking reservations and Value Added Services at Tampa International Airport.
- AA. **Operational Date:** The date of final acceptance by Authority after all design, installation and testing are complete and the Online Booking System is operational.
- BB. **Overflow Parking:** Areas on Airport property determined by Commercial Parking to be used as alternative and/or additional parking areas to accommodate parking needs as traffic dictates.
- CC. **Parking Facilities:** Collectively, the Short Term Parking Garage, Valet Parking, Long Term Parking Garage, Economy Parking Garage and its adjacent Surface Lot, and Overflow Parking, as applicable.
- DD. **Parking Facilities Management Company:** The operator contracted by the Authority to manage the Parking Facilities at the Airport.
- EE. **Parking Fees:** Compensation paid to Authority, at Board approved rates, by customers who park their vehicles in the Parking Facilities at the Airport.

- FF. **Personnel:** Individuals who are directly employed or contracted by Company to perform the Services at the Airport.
- GG. **Project:** The design, development, installation and testing services as detailed in Exhibit A, Scope of Work.
- HH. **Project Fee:** The cost related to the design, development, installation and testing services as detailed in Exhibit A, Scope of Work.
- II. **Project Manager:** Company representative responsible for coordinating and overseeing Personnel to include, but not be limited to, monitoring, interpreting and overseeing the Services with regard to the quality performed, the manner of performance, and Authority and customer satisfaction with performance levels.
- JJ. **Scheduled Downtime:** The hours in any month during which the Online Booking System is down due to preventive maintenance, scheduled maintenance, or other situations not attributable to Company's failure to perform.
- KK. **Services:** The operational, technical, maintenance, and support services as detailed in Exhibit A, Scope of Work.
- LL. **Short Term Parking Garage:** The garage located above the Main Terminal consisting of six parking levels with approximately 3,600 total spaces.
- MM. **Surface Lot:** The lot adjacent to the Economy Parking Garage, located two miles south from the Main Terminal, which includes a paved surface lot with approximately 1,400 total spaces.
- NN. **Toll Plazas:** The parking exit plazas where customers pay their Parking Fees, consisting of the Terminal Toll Plaza for the Short Term Parking Garage and Long Term Parking Garage, and the Economy Toll Plaza for the Economy Parking Garage.
- OO. **Total Agreement Cost:** Total amount of compensation paid to the Respondent, which includes the Project Fee and Annual Fixed Platform Fees for the Term of the Agreement.
- PP. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.
- QQ. **Valet Parking:** A parking service provided by the Parking Facilities Management Company in which the valet parks customers' vehicles for them.

RR. **Value Added Services:** Additional services offered to customers for a fee that enhances the customer's experience, generates revenue, encourages the utilization of the Airport's Parking Facilities and Concessionaire services, and provides a value to the customer, such as time savings.

SS. **Work Plan:** The order form used by Authority and Company in accordance with Section 2.02, Work Plan, for Additional Services. The Work Plan is paid in accordance with mutually approved Hourly Service Rates.

1.02 Exhibits

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

- A. Exhibit A, Scope of Work
- B. Exhibit B, Sample Work Plan for Additional Services
- C. Exhibit C, After Action Review Template
- D. Exhibit D, Scrutinized Company Certification
- E. Exhibit E, Authority Policy P412, Travel, Business Development and Working Meals Expenses

ARTICLE 2

SCOPE OF WORK

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

2.02 Work Plan for Additional Services

Prior to the onset of any Additional Services to be provided, Company and Authority will outline each task involved, establish a schedule for completing each task and detail the associated costs in a Work Plan for Additional Services (Work Plan) as shown in Exhibit B, Sample Work Plan for Additional Services. The Work Plan schedule may go beyond the termination date of this Agreement if necessary to complete the Work Plan tasks. Company will only begin work upon execution of the Work Plan by Company and Authority. Company will use its best efforts to ensure that each task in the Work Plan is completed on budget and on time according to the agreed upon work schedule.

If Authority and Company cannot agree on the details of the Work Plan, Authority will be entitled to select another company to provide the Services. If Company cannot complete

an executed Work Plan within the agreed upon schedule and/or costs, Authority will terminate the Work Plan and Authority will be entitled to select another company to provide the Services.

ARTICLE 3

TERM

3.01 Effective Date

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

3.02 Term

The Term of this Agreement commences on November 5, 2020 and will continue through March 31, 2026 unless terminated earlier as provided herein.

3.03 Commencement of Fees and Charges

All fees and charges hereunder will commence on November 5, 2020 and will continue for the Term of this Agreement.

3.04 Commencement of Operations

Company will begin providing Services, post system design, installation and final acceptance, on April 1, 2021 or earlier and will continue through March 31, 2026.

3.05 Renewal Option

This Agreement may be renewed at the same terms and conditions hereunder for two, one-year periods at the discretion of the CEO. Such renewal will be effective by issuance of a written letter to Company by CEO. If all such renewals are exercised, this Agreement will have a final termination date of March 31, 2028.

3.06 Early Termination

Either Party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other Party so long as a minimum of 1 year of the term has passed. However, Company may not cancel this Agreement, without Authority approval, until all existing projects are completed, unless required by legal or ethical rules.

3.07 End of Term Transition

During the final Agreement Year, Authority plans to award and transition to a new agreement for OBS Services. If Company is not selected for the new agreement, Company will cooperate fully with Authority and Company's successor to ensure an effective and efficient transition of Services. Company acknowledges its responsibility to continuously

perform the Services and maintain the highest level of customer service during the transition to the successor.

ARTICLE 4

FEES AND PAYMENTS

4.01 Payment

A. Project Fee

As compensation for the design, development, installation, and testing services as necessary to deliver an integrated fully functional Online Booking System as intended and specified in Exhibit A, Scope of Work, Company will be paid a Project Fee of \$45,000. Payment will be made in milestone payments with 30% due within ten (10) Authority Business Days after Agreement Effective Date. Company will invoice Authority for 50% upon completion of design and commencement of installation. Company will submit the final invoice for the remaining balance after final acceptance of the Online Booking System by Authority.

B. Annual Fixed Platform Fee

As compensation for providing the Services, post design, installation and final acceptance, including the technical support and maintenance as specified in this Agreement, Company will be paid an Annual Fixed Platform Fee.

Payment of the Annual Fixed Platform Fee each Agreement Year will be in two equal installments with the first installment due within ten (10) Authority Business Days from the start date of each Agreement Year. The second payment installment will be due six (6) months after the start of the applicable Agreement Year. Company will submit invoices for payment of each Annual Fixed Platform Fee and mutually agreed upon Additional Work, in accordance with Section 4.02, Invoices, below.

Agreement Year	Dates of Agreement Year	Annual Fixed Platform Fee
Year One	April 1, 2021 through March 31, 2022	\$56,000
Year Two	April 1, 2022 through March 31, 2023	\$56,000
Year Three	April 1, 2023 through March 31, 2024	\$56,000
Year Four	April 1, 2024 through March 31, 2025	\$56,000
Year Five	April 1, 2025 through March 31, 2026	\$56,000

Optional Year Six	April 1, 2026 through March 31, 2027	\$56,000
Optional Year Seven	April 1, 2027 through March 31, 2028	\$56,000

C. Hourly Service Rates:

In the event the Parties agree to Additional Services, Authority will pay Company based on an approved detailed Work Plan that includes the task costs and payment schedule. Payment will be made to Company for such Additional Services agreed to by Parties. For such Additional Services, the Company's Hourly Service Rates are as follows:

1. Project Manager - \$150
2. Network Engineer - \$150
3. Server Engineer - \$150
4. Software Engineer - \$150
5. Database Engineer - \$150
6. Software Developer - \$150

In no event will Company increase its Hourly Service Rates more than two percent (2%) in any given year during the Agreement Term, including renewal options. Company may request such rate increase by providing thirty (30) days written notice prior to the start of each Agreement Year. Rate increases must be mutually approved by the Parties before taking effect.

D. Reimbursable Expenses

Authority will reimburse Company for Authority pre-approved expenses.

E. Travel Expenses

No out-of-town travel expenses will be incurred by Company except upon written request and approval by the Vice President of Concessions and Commercial Parking or designee. Such travel expenses, if approved, will be reimbursed by Authority in accordance with Exhibit E, Authority Policy P412, Travel and Business Development Expenses.

F. No other charges, fees or costs will be allowed under this Agreement.

4.02 Invoices

Any invoices required by this Agreement will be created and submitted by Company to Authority Finance Department via Oracle iSupplier® Portal Full Access in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, and purchase order number.

4.03 Payment Method

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

4.04 Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Agreement 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 Agreement as approved in advance by Authority.

4.05 Prompt Payment

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

ARTICLE 5

TAXES

All taxes of any kind and character payable on account of the Services furnished and work done under this Agreement 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.

ARTICLE 6

OWNERSHIP OF DOCUMENTS

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing 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.

ARTICLE 7

QUALITY ASSURANCE

Company will be solely responsible for the quality of all Services furnished by Company, its employees and/or its subcontractors under this Agreement. All Services furnished by Company, its employees and/or its subcontractors must be performed in a First Class manner in accordance with best management practices and best professional judgment, 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.

ARTICLE 8

NON-EXCLUSIVE

Company acknowledges that Authority has, or may hire, others to perform Services similar to or the same as that which is within 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 others is solely within Authority discretion.

ARTICLE 9

DEFAULT AND TERMINATION

9.01 Events of Default

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

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

9.02 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 Agreement and, in accordance with law, Company will remain liable for all payments or other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of this Agreement; or
- B. Treat this Agreement 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 Agreement 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 Agreement, 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 Agreement 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 Agreement 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 Agreement, and no acceptance of surrender will be valid unless in writing.

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

9.04 Company's Remedies

Upon thirty (30) days written notice to Authority, Company may terminate this Agreement and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Agreement or in the payment of any fees or charges to Authority, and only upon or after the occurrence of the following: the inability of Company to use 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, preventing Company from operating its business for a period of ninety (90) consecutive days, 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 Agreement, such termination shall automatically be deemed a termination for convenience under Section 4.04.

ARTICLE 10

INDEMNIFICATION

A. To the maximum extent permitted by Florida law, in addition to Company's obligation to provide pay for and maintain insurance as set forth elsewhere in this Agreement, 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 court 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), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, Advisory Circular, rule 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, 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, regardless of whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by the Authority, its members, officers, agents, employees or volunteers or any other 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, and 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, 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:
1. The presence on, use or occupancy of Authority property;
 2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
 3. Any breach of the terms of this Agreement;
 4. Performance, non-performance or purported performance of this Agreement;
 5. Violation of any law, regulation, Advisory Circular, rule or ordinance;
 6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights;
 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 Authority, 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 defense 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, and 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 Agreement.
- 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 Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement 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 Agreement.
- E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers is 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 Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. 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 Articles A - H or any part of Articles A – H are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

ARTICLE 11

ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

11.01 Books and Records

In connection with payments to Company under this Agreement, 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 Agreement. Records include, but are not limited to, books, documents, papers, and records of Company directly pertinent to this Agreement. Company will not destroy any records related to this Agreement without the express written permission of Authority.

11.02 Financial Reports

Company will submit all financial reports required by Authority, in the form and within the time period required by Authority.

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

At any time or times during the Term of this Agreement or within three years after the end of this Agreement, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this Agreement or over selected operations performed by Company under this Agreement for the purpose of determining compliance with this Agreement.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Agreement or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. 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 Authority auditors to conduct the engagement as set forth in this Article. Or, Company may transport Authority team to Company headquarters for purposes of

undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority team. In the event Company maintains its accounting or Agreement information in electronic format, upon request by Authority auditors, Company will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on either the fifteenth (15th) or the eighth (8th) day, as applicable, following the date the request was made. Accrual of such fee will continue until specific performance is accomplished.

If as a result of any engagement, it is determined that Company has overcharged Authority, Company will re-pay Authority for overcharge and Authority may assess interest of up to twelve percent (12%) on the overcharge from the date the overcharge occurred. If it is determined that Company has overcharged Authority by more than three percent for the period under consideration, Company will also pay for the entire cost of the engagement.

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 Agreement.

Company agrees to comply with Section 20.055(5), Florida Statutes, and with respect to agreements entered by Company after the effective date of this Agreement, to incorporate in all subconsultant and subcontractor agreements the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 12

LIQUIDATED DAMAGES

- 12.01 If any portion of the Services required by this Agreement are not commenced on the first date of the Commencement of Operations of this Agreement, Authority will incur substantial injury, including loss of use of facilities, loss of revenue and inconvenience to the public. Damages arising from such injury cannot be calculated with any degree of

certainty. Such liquidated damages are not a penalty, but are hereby fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the actual amount of damages that will be sustained by Authority as a consequence of such violations or failures. If liquidated damages are assessed against Company, that assessment is not in lieu of remedies for delay and loss of use for the facility and is in addition to all other remedies available to Authority under this Agreement. Upon imposition of liquidated damages under this Article, Authority may either deduct the liquidated damages amounts from any payment due to Company or deduct the liquidated damages from Company's performance guaranty within ten (10) days of the date the liquidated damages were imposed.

12.02 Liquidated Damages For Failure to Commence Operations

It is mutually agreed between the Parties hereto that time is of the essence of this Agreement, and in the event the Services required by this Agreement have not commenced by the first date of the Commencement of Operations, it is agreed that from any money due or to become due Company or its surety, Authority may retain the sum of one hundred dollars (\$100.00) per day, for each day thereafter, Sundays and holidays included, that any portion of the Services required by this Agreement have not commenced, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by Authority by failure of Company to commence the Services required by this Agreement within the time(s) stipulated. The Parties agree that the sum of one hundred dollars (\$100.00) per day is reasonable. The Parties agree that the liquidated damages described in this paragraph are solely for the delay damages arising from the Company's failure to commence operations.

ARTICLE 13

INSURANCE

13.01 Insurance

Company must maintain the following limits and coverages uninterrupted or amended through the Term 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. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that Authority, members of the Authority's governing body, and Authority officers, volunteers and employees are included as additional insured.

13.02 Required Coverage – Minimum Limits

A. Commercial General Liability Insurance

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 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 Agreement or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Agreement. Completed operations coverage in the amount of \$1,000,000 will be maintained for a period of five (5) years from the date of termination of this Agreement. 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.

Agreement 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

B. Workers' Compensation and Employer's Liability Insurance

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

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

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

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

D. Cyber Liability & Data Storage

The Company shall purchase and maintain Cyber Liability Insurance, throughout the Term of the Agreement and such insurance will be maintained for a period of three years thereafter for Services completed during the Term of the Agreement. Such insurance shall cover, at a minimum, the following:

- **Network Security Liability** covering liability for failures or breaches of network security and unauthorized access, including hackings and virus transmission or other type of malicious code, and electronic disclosure or use of confidential information, including personally identifiable information and personal health information,

whether caused by Company, any of its subcontractors, or cloud service providers used by Company;

- **Privacy Liability** covering liability, PCI fines, expenses, defense costs, and regulatory actions for disclosure of confidential information, including personally identifiable information and personal health information, even if not caused by a failure or breach of network security;
- **Digital Asset Protection**, including costs to reconstruct, restore or replace damaged software and data;
- **Media liability**, covering liability and defense costs for media wrongful acts such as defamation, disparagement, and copyright/trademark infringement and trade dress in the dissemination of internet content and media;
- • **Cyber-Extortion coverage**, including negotiation and payment of ransomware demands and other losses from “ransomware” attacks resulting from the Services provided by Company to the Authority. Coverage extends to those payments made via traditional currencies, as well as non-traditional crypto-currencies such as Bitcoin;
- **Data Breach Response Coverage**, including coverage for notifying affected parties, setting up call center services, provision of credit monitoring services, identity theft protection services, computer forensic expenses, conduct, data reconstruction, legal expenses, and public relations expenses resulting from a breach of Network Security or other Privacy breach involving personally identifiable information and personal health information; and
- No exclusion for **Cyber Terrorism** coverage.

The minimum limits of liability shall be:

Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000
Event Management Expenses	\$5,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Services provided. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement Effective Date, the Company must purchase “extended reporting” coverage, which will provide coverage to respond to claims for a minimum of three years after completion of Services during the Term of this Agreement.

The Cyber Liability Insurance coverage may be subject to a deductible or self-insured retention, which may not exceed \$25,000 per claim.

The Professional Liability/Errors and Omissions insurance coverage may be included as part of the Cyber Liability insurance coverage required above. However, if the required Cyber Liability insurance and Professional Liability/Errors and Omissions

insurance coverages are provided in the same policy, the minimum limits of coverage will be increased to:

Each Claim	\$10,000,000
Annual Aggregate	\$10,000,000

E. Technology Professional Liability/Errors and Omissions Insurance

The Company shall purchase and maintain, throughout the Term of this Agreement, a Technology Professional Liability/Errors and Omissions insurance policy covering liability arising from or in connection with acts, errors, or omissions, in rendering or failure to render technology professional services or in connection with the specific Services described in this Agreement, including technology-related design and consulting by the Company, its agents, representatives, or employees.

The minimum limits of Technology Professional Liability/Errors and Omissions insurance covering all work of Company without any exclusions unless approved in writing by Authority will remain in force for a period of three years following termination of this Agreement. The minimum limits of coverage are:

Each Claim	\$5,000,000
Annual Aggregate	\$5,000,000

Such Technology Professional Liability/Errors and Omissions coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement Effective Date, the Company must purchase "extended reporting" coverage, which will provide coverage to respond to claims for a minimum of three years after completion of Services during the Term of this Agreement.

The Technology Professional Liability/Errors and Omissions insurance coverage may be subject to a deductible or self-insured retention, which may not exceed \$25,000 per claim.

The Cyber Liability insurance coverage may be included as part of the Technology Professional Liability/Errors and Omissions insurance coverage required above. However, if the required Cyber Liability insurance and Technology Professional Liability/Errors and Omissions insurance coverages are provided in the same policy, the minimum limits of coverage will be increased to:

Each Claim	\$10,000,000
Annual Aggregate	\$10,000,000

F. Waiver of Subrogation

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

13.03 Incident Notification

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

13.04 Customer Claims, Issues, or Complaints

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

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

13.05 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources.

ARTICLE 14

NON-DISCRIMINATION

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

14.01 Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

14.02 Civil Rights. Company, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Agreement, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 14.03 In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 14.04 Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 14.05 In the event of Company's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Agreement until Company complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.
- 14.06 Company will include the provisions of Paragraphs 14.01 through 14.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request

Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.

- 14.07 Company assures that, in the performance of its obligations under this Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 15

WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE

15.01 Authority Policy

Authority is committed to the participation of Woman and Minority-Owned Business Enterprises (W/MBEs) in non-concession, non-federally funded contracting opportunities in accordance with Authority W/MBE Policy and Program. Company will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform subcontracts under this Agreement.

15.02 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 Agreement. Company will carry out applicable requirements of Authority W/MBE Policy and Program in the award and administration of this Agreement. Failure by Company to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement 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.

15.03 W/MBE Participation

- A. W/MBE Expectancy: No specific expectancy for W/MBE participation has been established for this Agreement; however, Company agrees to make a good faith effort, in accordance with Authority W/MBE Policy and Program, throughout the Term of this Agreement, to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Agreement.

- B. W/MBE Termination and Substitution: Company is prohibited from terminating or altering or changing the scope of work of a W/MBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during this Agreement will be a material violation of this Agreement and will invoke the sanctions for non-compliance specified in this Agreement and the W/MBE Policy and Program.

- C. Monitoring: Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the W/MBE participant, and other records pertaining to W/MBE participation, which Company will maintain for a minimum of three years following the end of this Agreement. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Agreement to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Agreement, 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 Agreement for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment Company receives from Authority. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both W/MBE and non-W/MBE subcontractors.

ARTICLE 16

AUTHORITY APPROVALS

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

ARTICLE 17

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 and its employees, vendors, subcontractors, and subconsultants will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. 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:

- A. Notify Authority of such breach or potential breach; and
- B. 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 18

DISPUTE RESOLUTION

18.01 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 Agreement, payment of money, extension of time or other relief with respect to the terms of this Agreement. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Agreement. The responsibility to substantiate claims will rest with the party making the claim.
- B. If for any reason Company deems that additional cost or Agreement time is due to Company for work not clearly provided for in this Agreement, or previously authorized

changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Agreement time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.

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

18.02 Resolution of Claims and Disputes

- A. The following shall occur as a condition precedent to Authority review of a claim unless waived in writing by Authority.

First Meeting: Within five (5) days after a claim is submitted in writing, Company's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

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

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

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

- B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.
- C. Any action initiated by either Party associated with a claim or dispute will be brought in the Circuit Court in and for Hillsborough County, Florida.

ARTICLE 19

NON-EXCLUSIVE RIGHTS

This Agreement 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.

ARTICLE 20

WAIVER OF CLAIMS

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

ARTICLE 21

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, 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 in 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.

ARTICLE 22

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

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

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 Authority in order to perform the Services contemplated by this Agreement.
- B. Upon request from Authority custodian of public records, provide 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 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 law for the duration of this Agreement Term and following completion of this Agreement.
- D. Upon completion of this Agreement, keep and maintain public records required by Authority to perform the Services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

ARTICLE 23

AGREEMENT MADE IN FLORIDA

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

ARTICLE 24

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

TO COMPANY:
(MAIL DELIVERY)
KMP ASSOCIATES LIMITED DBA AEROPARKER

TAMPA INTERNATIONAL AIRPORT
P.O. Box 22287
TAMPA, FLORIDA 33622-2287
ATTN: CHIEF EXECUTIVE OFFICER

CHAPEL STUDIOS
47 WATERLOO ROAD
STOCKPORT GREATER MANCHESTER SK1 3BJ
ATTN: CHIEF EXECUTIVE OFFICER

OR

(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
4160 GEORGE J. BEAN PARKWAY
SUITE 2400, ADMINISTRATION BUILDING
TAMPA, FLORIDA 33607-1470
ATTN: CHIEF EXECUTIVE OFFICER

(HAND DELIVERY)
SAME

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.

ARTICLE 25

SUBORDINATION OF AGREEMENT

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

ARTICLE 26

SUBORDINATION TO TRUST AGREEMENT

This Agreement 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 Agreement 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.

ARTICLE 27

ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

Company will not assign, subcontract, sublease, or license this Agreement without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Agreement.

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

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 Agreement 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.

ARTICLE 28

SECURITY BADGING

Any employee of Company or any employee of its subcontractors or agents that require unescorted access to the Security Identification Display Area (SIDA) to perform work under this Agreement will be badged with an Airport identification badge (Badge) provided by Authority ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Company. These costs are subject to change without notice, and Company will be responsible for paying any increase in the costs. All badged employees of Company and its contractors or agents will comply with Authority regulations regarding the use and display of Badges.

For each Badge that is lost, stolen, unaccounted for, or not returned to Authority at the time of Badge expiration, employee termination, termination of this Agreement, or upon written request by Authority, Company will be assessed a liquidated damage fee, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by Authority by failure of Company to notify Authority of each Badge that is lost, stolen, unaccounted for, or not returned to Authority. This liquidated damage fee will be paid by Company within ten (10) days from the date of invoice. The liquidated damage fee is subject to change without notice, and Company

will be responsible for paying any increase in the liquidated damage fee. It is mutually agreed between the Parties that the assessment of the liquidated damage fee is reasonable. The Parties agree that the liquidated damages described in this paragraph are solely for the administrative burden of failure to return the Badge.

If any employee of Company is terminated or leaves Company's employment, Authority must be notified immediately, and the Badge must be returned to Authority promptly.

ARTICLE 29

VENUE

Venue for any action brought pursuant to this Agreement will be the County or Circuit Court in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

ARTICLE 30

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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

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

ARTICLE 31

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 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 in this Agreement 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 Agreement 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 an increase in the charges provided for hereunder.

ARTICLE 33

TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 34

AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

ARTICLE 35

FAA APPROVAL

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

ARTICLE 36

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 Agreement, 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 hereinafter in this Agreement or in the event of a foreign address, deliver 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 protest thereto, any laws to the contrary notwithstanding.

ARTICLE 37

INVALIDITY OF CLAUSES

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

ARTICLE 38

SEVERABILITY

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

ARTICLE 39

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 40

COMPLETE AGREEMENT

This Agreement represents the complete understanding between the Parties, and any prior contracts, 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 41

MISCELLANEOUS

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

ARTICLE 42

ORGANIZATION AND AUTHORITY TO ENTER INTO AGREEMENT

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 Agreement 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 Agreement.

ARTICLE 43

ORDER OF PRECEDENCE

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

ARTICLE 44

AGREEMENT CHANGES

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

1. a change in the Scope of Work, if any;
2. a change of the Agreement amount, fees, hourly rates or other costs, if any;
3. a change of the basis of payment, if any;

4. a change in Agreement time, if any; and
5. changes to the terms and conditions of this Agreement including, but not limited to, the W/MBE or DBE percentage rate, if any.

44.01 Claim for Payment

Any claim for payment for changes in the Scope of Work 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 Scope of Work unless such revised Scope of Work is 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 Scope of Work will be performed under applicable provisions of the Agreement Documents, and Company will proceed promptly, unless otherwise provided in the change order, amendment or other written instrument.

44.02 Right to Carry Out the Work or Services

If Company defaults or neglects to carry out the Scope of Work in accordance with the Agreement Documents and fails within a seven 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.

[The remainder of this page was 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: _____
Gary W. Harrod, 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 Gary W. Harrod, in the capacity of Chairman of the Board of Directors, and Jane Castor, 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)

**KMP ASSOCIATES LIMITED DBA
AEROPARKER**

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Printed Address

Witness

City/State/Zip

Printed Name

KMP ASSOCIATES LIMITED DBA AEROPARKER

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 A
SCOPE OF WORK

This Scope of Work details the type of Services and deliverables that may be requested by Authority from Company. Company agrees to provide the Services and deliverables required under this Agreement and as specifically described in this Scope of Work. Authority reserves the right, in its sole discretion, to expand, reduce, modify, or add Services and deliverables. Upon completion of any expansion, reduction, modification or addition in the Services and deliverables, such changes will be included in the Agreement by letter from Authority to Company and without the need for formal amendment to this Agreement.

PROJECT

This section details the system requirements for the design and installation of an online public parking reservation software system that includes the opportunity for variable pricing and yield management tools that interfaces with the Authority's Parking Access and Revenue Control System. The Online Booking System (OBS) will allow customers to book parking, and other products and services, in advance of their trip and permit promotional pricing for parking, based on variables such as how far in advance the customer books, day of the week the parking stay begins, length of stay and anticipated occupancy. Full payment from the customer would be due at the time of booking and bookings may be subject to a refund (partial or full) or a cancellation penalty. A booking would guarantee the customer a space in the garage, but not in any specific place.

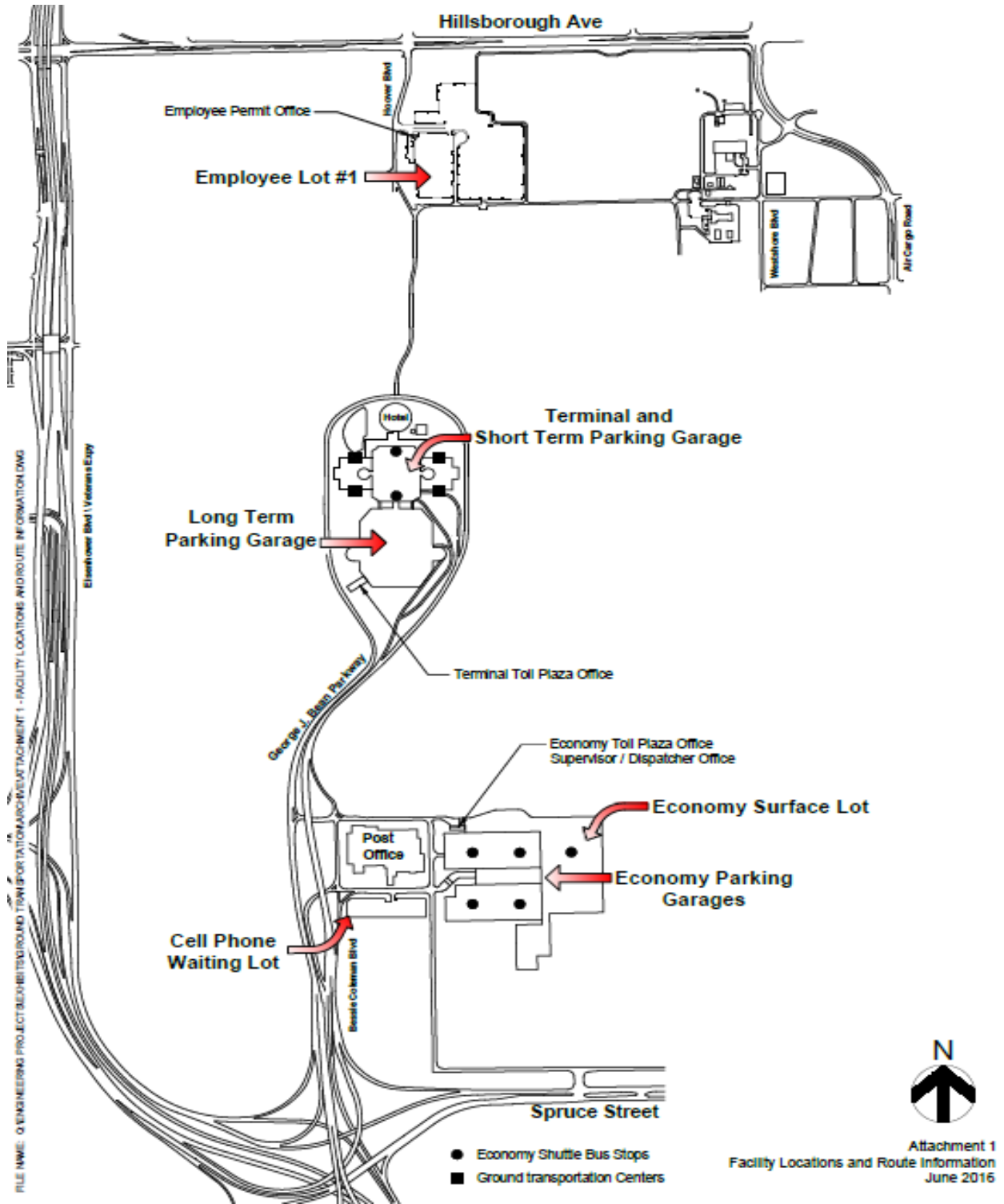
1.01 General

- A. Design and operation of the OBS will conform to the latest version of the following references codes, regulations and standards, as applicable:
 - 1. Federal Communications Commission (FCC) 47 CFR Part 15 and 90.
 - 2. Payment Card Industry Data Security Standard (PCI DSS) Version 3.2.
 - 3. Applicable Federal, State and Local Laws, Regulation, and Codes.
 - 4. National Electrical Code (NEC).
 - 5. Electronic Industry Association ANSI/EIA.
 - 6. National Electrical Manufacturers Association (NEMA).
 - 7. Underwriters Laboratories UL 294, U 639, UL 1037, UL 1076.
 - 8. National Fire Protection Association (NFPA).
- B. The Company will furnish and install an online, real-time OBS for the public Parking Facilities at Airport.
- C. The OBS will provide an easy to use First Class customer experience for booking parking products and other services or products.

D. Parking Facilities:

1. Parking Facilities Map

EXHIBIT A
SCOPE OF WORK



E. Future System Expansion

EXHIBIT A
SCOPE OF WORK

1. The OBS will support the expansion of additional parking facilities, products and services for the next ten (10) years.
2. Readily upgradable, scalable and modular in design to accommodate additional equipment, parking facilities, features and functionalities including, but not limited to, the following:
 - a. Additional parking facilities and products.
 - b. Open application programming interfaces to interface with additional third-party applications.
 - c. Additional functionalities such as system capability to use a SunPass transponder as a reservation identifier in the entry and exit lane which may be subject to additional costs from the Company.
 - d. Firmware or software upgrades without the need to replace field devices.

F. Software

1. Company grants Authority non-exclusive, non-transferable license to use the Online Booking System software (Software). Software can be used by Authority employees and its Authorized Representative and is not assignable or licensable by Authority. The Software granted hereunder includes all supports, updates, upgrades, future releases, or added functionality of the Software developed by Company for the duration of the Authority's use of the Software as long as the Software subscription is in good standing.
2. Company will provide Authority access to downloadable media for all Software including third-party software supplied by Company upon Authority request.
3. Authority may order additional software enhancements and development by written Work Plan. Company shall retain all intellectual property rights for any software development and enhancement initiated by Authority during the Term of this Agreement, remains free to exploit the same intellectual property rights, and can allow other licensees to also exploit the same intellectual property; however, Authority may negotiate a period of exclusive use of any additional software enhancements and development initiated by Authority and as mutually agreed by written Work Plan. Company grants Authority non-exclusive, non-transferable license to use the software. The software can only be used by Authority employees, Authorized Representatives and customers, and is not assignable or licensable by Authority. Partners includes any other party not defined, with prior approval from Company. The software granted hereunder includes all support, updates, upgrades, future releases or added functionality of the software developed or

EXHIBIT A
SCOPE OF WORK

enhanced by Company for the duration of Authority's use of the software. Authority reserves the right to leverage further enhancements, regardless of licensee, within this intellectual property, at no additional cost to Authority.

1.02 Work Included:

- A. Provide and install all software and interfaces/integrations to provide a complete and functioning OBS. The Company is responsible for developing, installing, and testing the interface with PARCS software in production at the Airport, including automated value parking management (AVPM) if necessary. PARCS in production at the Airport has developed interfaces with some OBS's and will provide similar tools to the Company. Additional development as may be required will be done by the Company. Any costs incurred from integration with Authority PARCS will be included as part of the Project Fee.
- B. Provide a stable and redundant hosted solution utilizing the Authority's clearinghouse and payment gateway for bankcard transactions. Currently Bank of America Payeezy is in production at Airport but is subject to change during the Term of this Contract. Company is responsible for development and testing with current and any future clearinghouses and payment gateways utilized by Authority for public parking functions. Any costs incurred from third-party integration with Bank of America Payeezy will be included as part of the Project Fee.
- C. Provide maximum flexibility in offering new parking products, upsells, pricing and promotions based on variables such as demand, available capacity and date of booking.
- D. Provide an intuitive interface for customers, Authority staff and Authorized Representatives.
- E. Provide Parking Facilities Management Company with an interface to assist customers with booking queries.
- F. Enable daily deposits of online sales revenue into the Authority's financial institution.
- G. Provide reports to enable the Authority to reconcile revenue for online sales to deposits.
- H. Provide reports to enable the Authority to summarize online sales by products, including upsells and cancellations, and unearned revenue at a minimum.
- I. Provide the capability to integrate with business intelligence tools via the Reporting API the Company makes available at no additional cost to Authority.
- J. Provide the capability to extract line by line transaction level data.
- K. Provide Authority OBS website customization.
- L. Provide setup for up to four (4) online products, four (4) upsells, four (4) variable pricing scenarios and four (4) services for testing and production.

EXHIBIT A
SCOPE OF WORK

- M. Provide integrations with the Authority website and a booking widget to sit on the home page.
- N. Provide operating manuals, administrative procedures manuals, training materials and training sessions as specified below.
- O. Provide warranty services as required.

1.03 System Requirements

- A. OBS must be fully integrated with PARCS utilized at Airport, including AVPM if necessary. HUB WebPARCS v7.1.300 is currently in production at Airport but subject to change, in whole or in part, during the Term of this Agreement. Company will be responsible for ensuring proper integration with any new PARCS deployed at Airport to maintain a fully functioning OBS as intended by this Agreement including all additional enhancements, modifications or changes purchased by Work Plan.
- B. OBS proposed for production with the Authority must be compliant with the current Payment Card Industry Data Security Standard (PCI DSS).
- C. OBS must integrate with the Authority's clearinghouse and payment gateway.
- D. OBS must integrate with Authority website.
- E. Company will provide a booking widget on home page of Authority website that links to the booking site.
- F. OBS will provide reservation, variable pricing, and yield management features.
- G. OBS will be able to upsell and bundle products.
- H. Once installed, at a minimum the OBS must interface with PARCS application:
 - 1. For entries and exits, near real time.
 - 2. For completed transaction data.
 - 3. To provide information to WebPARCS to compute overstay fees and collect overstay fees at exit.
 - 4. For real-time updates of upcoming reservations and any changes to existing reservations to manage occupancy.
 - 5. For real-time updates of occupancy figures.
 - 6. To accept QR code, PIN and LPR for lane access.
- I. OBS parameters will provide sufficient flexibility to be configurable to meet current and future needs of the Authority and its customers.
- J. OBS will operate in all staffed and unstaffed OBS-configured lanes.
- K. OBS will be fully implemented as a web interface that allows Authority to use all its functionality from a browser regardless of geographical location.
- L. Company will host the OBS website to have the "look-and-feel" of the Authority website. Authority will be provided access to the back-office management system via a unique and secure URL for both the test and production environments. Authority will have the option to embed this URL into its Intranet website. Back

EXHIBIT A
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office management system refers to all functions available to Authority to use such as content management including but not limited to images, pricing, products and order of products, services, lead times, reporting, upsells, discounts, and loyalty reward points.

- M. Bankcard payments for the OBS will be processed through the Company's hosted server.
- N. OBS information security provisions will be equivalent to those of the Authority.
- O. Accept reservations and bank card payments on Authority approved websites.

1.04 Loyalty Program

OBS will include or be able to interface with third party loyalty programs to:

- A. Receive updated customer account status.
- B. Allow automatic point accumulation based on business rules such as:
 - 1. Spend.
 - 2. Time of day/day of week promotions.
 - 3. Account status based on point balances.
 - 4. Allows automatic customer point redemption.
- C. Fully integrated and online with PARCS. All parking related transactions and revenue activity recorded by the loyalty program will be fully reportable with PARCS.
- D. Any applicable integration costs will be payable to Company upon Authority final acceptance of the loyalty program, in accordance with this Agreement.

1.05 Customer Experience

- A. The OBS will provide online customer enrollment, including simple account creation and login features as well as management tools for modifying and updating user accounts.
- B. User login will be easily located and achieved via multiple methods including but not limited to:
 - 1. Email address.
 - 2. Facebook.
- C. The OBS will provide an online user web interface tool to reserve, modify, cancel, retrieve booking information and pay for parking space.
- D. Admin-enabled, client self-service functions will include booking modifications, cancellation and duplicate receipt printing.
- E. The OBS will provide the user's ability to view booking history.
- F. The OBS will provide the ability to create multiple parking products to be available by terminal and parking lot.
- G. The OBS will allow for flexible product presentation including, but not limited to:
 - 1. The ability to configure the order in which products are presented.
 - 2. Vertical, Horizontal, Tile and List displays.

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3. Sort by multiple criteria functions.
4. Display of discount vs gate rate / drive up rate
- H. The OBS booking path will be clear and simple with built-in cross sell and upsell capabilities.
- I. The OBS will allow customers to select travel dates, and display parking options, features, discounts and rates for multiple facilities.
- J. Customer information required for checkout will be configurable and can be minimized.
- K. The OBS purchase page will lay out all products, taxes and fees in a clear and simple manner.
- L. The OBS will provide email customer receipts and email details with entrance media and directions for use.
- M. The OBS will have the ability to push reservation details to the customer's calendar application for iCal, Outlook and G Calendar.
- N. The OBS will use responsive design to automatically adjust the screen display according to the device being used.
- O. The OBS will support all modern supported web browsers and optimized for mobile devices.
- P. The OBS will support multiple languages with English (USA) and Spanish at launch.
- Q. The OBS will allow for configurable additional collection of information in the booking flow

1.06 Administration

- A. The OBS will include flexible self-service website content management features, capable of accommodating different brands, including, but not limited to:
 1. Landing page.
 2. Content areas.
 3. Product descriptions.
 4. Logos.
 5. Images.
 6. Maps.
 7. Confirmation receipts.
 8. Emails.
- B. The OBS will contain programmable variable pricing and yield management tools.
- C. The OBS will allow Authority staff to program rates and promotions.
- D. The OBS will provide multiple pricing options including 365-day pricing calendar and automatically accommodates leap year.
- E. The OBS will contain the following shortcuts for ease of use:
 1. Sharing, linking and cloning products.
 2. One-click pricing uploads.

EXHIBIT A
SCOPE OF WORK

3. Automated import of third party booking data.
- F. The OBS will provide a clear and simple tool for users to create promotions.
- G. The OBS will allow configurable options to include but not limited to overstays, understays, lead times, cancellations, amendments, product display / order.
- H. The OBS will allow the breakdown of data and product/promotion performance data including, but not limited to:
 1. Channel.
 2. Product.
 3. Location.
 4. Promotion.
 5. Time-frame.
- I. The OBS will allow administrator trouble shooting, if access credential is forgotten or not read, in the command center and in-lane, if specified by Authority.
- J. The OBS will allow the ability for the Authority to easily control and update occupancy in products and car parks with immediate roll out of changes.
- K. The OBS will provide forward occupancy data for the number of future pre-book customers expected to arrive for a specified time.

1.07 Payment and Audit

- A. The OBS will be fully certified with current version of the PCI DSS as documented via a valid Letter of Attestation.
- B. The OBS will be Europay, MasterCard and VISA (EMV) compliant.
- C. The OBS will be compliant with European Union General Data Protection Regulations (EU-GDPR).
- D. The Company will prepare and submit to the Authority an OBS Annual Report on Compliance.
- E. The OBS will direct customers to a separate non-authority hosted site where all bankcard payments will be processed through the Company's hosted servers; and it will redirect customers, post-transaction, back to the Authority website.
- F. The OBS will provide online real-time authorization for bankcard payments.
- G. For payments, bankcard information will be read and transmitted to the bankcard processor/acquirer (clearinghouse), which is currently Bank of America Payeezy and is subject to change during the Term of this Agreement. The clearinghouse will provide authorization for all bankcard purchase transactions.
- H. At the end of each business day, as mutually agreed by the Authority and the clearinghouse, the OBS will automatically provide necessary settlement data files.
- I. The OBS will accept multiple domestic credit cards including:
 1. American Express.
 2. Discover.
 3. MasterCard.

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- 4. Visa.
- J. The OBS will accommodate a product that can be cancelled up to the time of entry with an automated refund but this must be configurable.
- K. The OBS will allow for a configurable “cancel /amend before” time period as a general setting for all products that do not have a higher price for cancellation up until time of entry.
- L. The OBS will allow for end-to-end tracking of payments without heavy manual intervention such as:
 - 1. Auto-generated unique payment reference ID.
 - 2. Exact transaction date and time.
 - 3. Payment method.
 - 4. Value of the payment or the refund.
 - 5. Whether it was a payment or a refund.
 - 6. Associated booking the payment was linked to.
 - 7. Last four (4) digits of the card used to make the payment, if applicable.
 - 8. Reference held by the payment service provider linked to the payment.
 - 9. User that initiated the payment if it was initiated via the call center system.
 - 10. Reservation change details, dates, increase/decrease in fees.
 - 11. Date, time, user ID of manual changes to reservations.
- M. The OBS will keep a log of system administrator functions including:
 - 1. Date.
 - 2. Time.
 - 3. User ID.
 - 4. Description.

1.08 Marketing

- A. The OBS will have the ability to recognize and use variable and one-time use promotional codes.
- B. The OBS will allow promotion codes to be re-used with different settings, for example the code ‘Turkey’ can be used every year for a Thanksgiving promotion and the promotion configuration can vary each year.
- C. The OBS will provide embedded deep links and storefronts to take the customer directly to product to be purchased in marketing:
 - 1. Emails.
 - 2. Offers.
 - 3. Postings.
- D. The OBS will have the ability to sell other products and services through the booking engine.
- E. The OBS will provide integrations with third party marketing services and customer relationship management tools.

EXHIBIT A
SCOPE OF WORK

- F. The OBS will provide a loyalty program or integrations with third party providers.
- G. The OBS will allow the Authority to put tracking codes on site pages via Google analytics.
- H. The OBS will include automated campaign performance management and tracking services.
- I. The OBS will have the ability to email customers “reminder” emails for bookings.
- J. The OBS will have the ability to ask customizable questions in the booking journey or by email.

1.09 Third Party Sales and Integrations

- A. The OBS system architecture provides for the following integrations:
 - 1. Mobile Site.
 - 2. Applications.
 - 3. Web Enabled Devices.
 - 4. Mobile phones.
 - 5. Tablets.
 - 6. Laptops.
 - 7. Desktop computers.
- B. The OBS will support the following third party integrations:
 - 1. Corporate.
 - 2. Airline.
 - 3. Travel Agencies.
 - 4. Aggregators.
- C. The OBS will provide automated roll through of pricing changes across all channels.
- D. The OBS will provide variable pricing structures for commissions, discounts, and promotions by:
 - 1. Fixed Rate.
 - 2. Percentage.
- E. The OBS will have the ability to perform automated import of third party booking information.
- F. The OBS will transmit online sales data to allow OBS counts by products and the computation of overstays.
- G. The OBS will provide configurable data flows to data warehouses and other systems in .csv and .xlsx formats or via a JSON based Reporting API.

1.10 Data and Reporting

- A. The OBS will provide real-time reporting:
 - 1. The OBS will export data and reports in .csv, .xlsx, and .pdf formats.
 - 2. The OBS will provide data query abilities.

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3. The OBS will provide a standard reporting module with select criteria available for each report.
4. The OBS will provide historical pricing reports:
 - a. Records will be easily viewed and accessed.
 - b. Old pricing and promotional records shall not be overwritten.
5. The OBS will provide occupancy controls and reports.
6. The OBS will provide revenue-reporting functions:
 - a. Revenue reports supporting reconciliation of daily deposits to the Authority bank account.
 - b. Revenue reports to identify revenue adjustments such as refunds.
 - c. Revenue reports to assist in determining unearned revenue.
 - d. Revenue reports by type with details on taxes, fees, and discounts.
7. The OBS will provide the ability to schedule reports, data feeds and integrate with business intelligence tools.
8. The OBS will provide transaction level reporting with configurable fields and columns. All time periods and fields will be available for analysis at transaction level.
9. The OBS will provide a user defined custom report creator.
10. The OBS will provide the ability to include third party sales channel revenue in OBS reports.
11. The OBS will provide custom reports if the OBS system does not provide the required functionality defined in the list above at no additional cost to Authority for a maximum of five (5) development days.

1.11 System Security and Technical Services

- A. The OBS will provide hosting in a dedicated virtual private cloud environment.
- B. Hosting service uptime shall be 99.99% with no latency issues.
- C. The OBS will provide scalable, load balanced web servers with redundancy and full disaster recovery, hosted in multiple secure data centers, located within the USA.
- D. The Authority will retain the sole ownership and rights to all customer data.
 1. The Company is prohibited from using customer data in any way that is not specified in this document.
- E. The Company will provide gateway servers to manage virtual private network connections in and out of the cloud.
- F. The OBS will provide licensing for a minimum of 10 users.
- G. The Company will provide system uptime, reliability, and stability including error monitoring and submit how these will be measured and reported.
- H. The OBS will provide backup and archiving functions for rolling seven (7) years of data.
- I. The Company will provide disaster recovery and submit procedures to the Authority.

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- J. The OBS will provide fully encrypted password management.
- K. The OBS will provide security groups to control access through user permissions and tracking.
- L. The OBS will provide data protection.
- M. The OBS will provide scalability and submit how this will be achieved.
- N. The OBS will provide Change Management Processes.

1.12 PARCS Interface Requirements

- A. The Company's interface will transmit in real-time the reservation information for new and modified reservations.
- B. The Company may also use the PARCS application programming interface to extract information from WebPARCS as appropriate (such as to confirm that a reservation is closed).
- C. The Company is not responsible for providing the PARCS functionality. It is, though, responsible for interfacing with the existing PARCS system provided by current PARCS provider to Authority, providing Company has an existing relationship with the provider, so that the PARCS system has the data to provide the following:
 - 1. Recognize the pre-booked reservation when the customer presents selected identifier at entry.
 - 2. Accept QR code, PIN, and LPR in the Airport entry and exit lanes.
 - 3. Provide real-time updates of upcoming reservations to manage occupancy.
 - 4. Provide separate, configurable pre-booked space counts in PARCS space count system (SCS).
 - a. Upon entry of a pre-booked reservation, the SCS shall decrease the reservation spaces available by one.
 - b. Upon exit of a pre-booked reservation, the SCS shall increase the reservation spaces available by one.
 - 5. Compute configurable overstays and collect overstay fees at exit. When developed, SunPass overstay fees will be charged to a SunPass the account.
 - 6. Provide configurable entry and exit grace periods specific to pre-booked transactions.
 - 7. Exports completed transaction data into the Authority's Business Intelligence tool or other databases daily (once every 24-hours).
 - 8. OBS transaction reporting in PARCS shall include the following:
 - a. All revenue and activity generated from completed OBS transactions must be:
 - 1. Recorded in the PARCS database.
 - 2. Included with self-park revenue/activity in all PARCS revenue and activity reports.

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3. Included in the daily revenue summary and detail reports.
Example: A pre-paid reservation of \$40 exits at the Airport and incurs a \$5 overstay fee paid using a bankcard. The OBS will record the transaction and appear in the revenue reports as follows:
 - a. Total parking fee = \$45.
 - b. Prepaid revenue = \$40.
 - c. Bankcard payment = \$5.
 9. Uniquely identify each transaction revenue source in the settlement data for OBS website deposits.
 10. PARCS Valet OBS functionality:
 - a. The valet system will be integrated with the OBS and mobile app.
 - b. The valet attendant checks the customer in. When checking into the valet area, the valet system will provide a method to assign the valet rate to the customer's entry media. For OBS customers, the PARCS shall recognize the entry media as a valet prepaid customer. This includes the parking fees prepaid and any prepaid services.
 - c. The entry media will be used to pay the valet parking fee, services, OBS overstay, and expired grace time at the Main Toll Plaza exit.
 - d. Provide an auto-generated report that includes the daily OBS revenue total (from the OBS website) and the bank deposit from the OBS Company for the same day. The report is used to reconcile daily OBS sales to bank the deposit.
 - e. The PARCS will recognize the OBS reservation when the customer presents the reservation QR code, PIN or LPR at entry.
 11. PARCS reports shall provide detailed reports of transactions completed for OBS revenue reconciliation purposes and prepaid reservations revenue to determine unearned revenue each month.
 12. Ensure that all relevant PARCS reports display reservation related data including but not limited to reporting revenue earned as prepaid reservation revenue on the shift report, detail transaction report, and revenue summary report.
 13. Provide copies of relevant PARCS reports displaying OBS data for review and approval by the Authority.
- D. PARCS integration may be an additional cost to Authority via Work Plan if Authority selects a PARCS provider that the Company does not have an existing PARCS integration. Company will provide Authority will current list of providers they have PARCS integrations on an annual basis.

1.13 Technical Support

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- A. As part of the Project, Company will provide the following support:
 - 1. One year warranty and support beginning on the day of written final acceptance at no additional cost to the Authority.
 - 2. Remote software support for OBS software and all third party software applications provided as part of the OBS solution.
 - 3. Phone and online support 24 hours per day, seven (7) days per week, 365 days per year.
 - 4. Automated checks providing proactive 24/7/365 monitoring of the system.
 - 5. User manuals in English.
- B. Provide documentation, glossary, setup detail, and automated documentation (if applicable).
- C. Provide one (1) full day of onsite staff training.
- D. Provide pre-production testing environment specifically for the Authority.
- E. Provide production testing and follow-up support.
- F. Provide incident management.
- G. Provide incident tracking and an incident resolution program.
- H. Provide ten (10) support days per year for fixes and customizations.
- I. As part of the support contract:
 - 1. Make available to the Authority normal OBS software improvement releases (updates) when they become available at no additional cost to the Authority.
 - 2. Provide all OBS software patches and updates free of charge during the Term of this Agreement; however, the Authority reserves the option of implementing the updates or not. Provide documentation seven calendar days prior to all OBS software modifications, patches, updates, and upgrades that describes:
 - a. Patch/update release designation.
 - b. Proposed date and time of implementation.
 - c. Detailed description of what the patch/update accomplishes.
 - d. Full disaster recovery procedures that return the system to its pre-patch/update condition.
 - 3. Fully comply with Authority Change Management Processes for all software patches, upgrades and updates.
 - 4. Coordinate the testing and implementation of all patches, upgrades and updates with the Authority. OBS Database and OBS application software maintenance to be performed remotely or on-site as approved by the Authority.

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5. Provide corrective patches and upgrades in the event security vulnerability or system availability issues are discovered for the Term of this Agreement, at no additional cost to Authority.

1.14 Installation and Testing

- A. The Company will provide all services required to design, configure, install, and test the OBS including the following:
 1. Submit with the proposal a project schedule and implantation plan to the Authority to outline the milestones, deliverables and process for quality assurance and deployment.
 2. Meet with the Authority to review OBS configuration options and obtain business rules to configure the OBS.
 3. Meet with the Authority to obtain assets required to design the OBS website.
 4. Submit the OBS test plan for all test phases including:
 - a. Development testing;
 - b. Functional pre-production testing;
 - c. Production testing – soft rollout;
 - d. Production testing –full rollout;
 - e. User acceptance testing; and
 - f. System acceptance testing.
 5. Provide a test website and/or screen shots of the website build and at each iteration.
 6. Review Authority test procedures specific to Authority OBS website and mobile app for the following:
 - a. Customer Experience.
 - b. Administration.
 - c. Payments and Audit. This includes reconciling daily website revenue, refunds, and unearned revenue.
 - d. Marketing.
 - e. Third Party Sales.
 - f. PARCS interface.
 - g. Reports.
 7. Participate in tests, onsite if necessary, with the Authority and/or its representatives and submit test results within three (3) business days of performing the tests.
 8. Maintain a punchlist of open items from project start to system acceptance test (SAT).
 9. The SAT will begin after successful completion of all OBS tests on a date mutually selected and agreed to in writing by the Authority and the Company at a time designated by the Authority. The SAT monitors system performance

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of the entire system operating as a single unit. The Company will submit a SAT test document as part of their test plan. SAT test documents are intended to outline procedures for monitoring the overall performance of the OBS and will not include test procedures for individual components. The SAT test documents will include:

- a. Narrative describing the general procedures to be followed.
- b. Methodology for calculation of downtime and accuracy for the various OBS components.
- c. Electronic tracking document to be used during the SAT period for documenting failures and downtime.

10. The SAT will continue for thirty (30) consecutive twenty-four (24)-hour periods during which all the performance criteria, stated below, will have been met. If during the thirty (30) day period the system fails to meet any one of the following specified performance criteria, the test will begin anew on a day agreed upon by the Authority and the Company. The Company will agree to credit the Authority from its total agreement value for any travel and/or labor costs incurred by the Authority as a result of retesting the system.

11. The performance criteria for successful completion of the SAT will include:

- a. No individual subsystem will be operationally unavailable for four or more hours cumulative during the thirty (30) day test period.
- b. No individual subsystem will be operationally unavailable for more than two consecutive hours.
- c. If any single component fails more than once during the 30-day period for the same reason, it will be replaced upon the second failure with a newly manufactured component of the same type and the test will continue.
- d. No component of a given type will fail more than three times during the thirty (30) day test period for the same reason. Upon the fourth failure, all components of that type will be replaced or modified to correct the common deficiency, and the test will be restarted from the beginning.

12. In addition to the OBS reports generated during the SAT, the Company shall provide to the Authority a one page summary report that clearly provides the overall percentage of system downtime and causes of that down time.

13. The Company will provide to the Authority a corrective action report that provides a detailed description of each failure that occurs during the SAT. The corrective action report will include the type of failure, why the failure occurred, what was done to remedy the failure, and whether or not the failure resulted in a restart of the SAT.

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14. A subsystem will be considered unavailable as long as any major component of the subsystem is not functioning.
15. An inoperative subsystem shall not be deemed unavailable if it has become inoperative because of:
 - a. Network connectivity issues beyond the OBS.
 - b. OBS failures due to issues and/or failures outside of the Company's control.
 - c. Failures caused by a third party not contracted by Company to provide services for OBS.
 - d. Act of God.
16. If the system "crashes" during a test, then the test will be stopped. "Crash" is defined as a failure in which the OBS cannot properly process a reservation or vehicles or record transactions. The Company will analyze the cause of the system "crash," document the cause in a system problem report, responsively repair the flaw, and document the repair in a corrective action report.
17. Where corrective action impacts delivered documentation, the documentation will be corrected prior to final system acceptance.
18. Upon formal written approval of the corrective action report by the Authority, testing may continue if a problem has been encountered as long as the Company can clearly demonstrate that the failure is associated only with one function of the system, corrective action has been taken to remedy the failure, and the corrective action will not impact other areas of the system.
19. Where the above criteria are not met, the test will be stopped and corrective action taken and verified prior to testing restart.
20. During the test, the continued availability of the system will be demonstrated. Where a failure occurs that causes data loss, system instability (crash), and/or contamination of the data and the database, the Company shall immediately correct the problem. Testing will continue until a consecutive 30-day period of stable operation is achieved. Stability is defined as the proper functioning of the OBS with a failure having no impact on the continued system operation or on the integrity of data.

B. Punch List

1. Starting with the beginning of the Production test soft rollout through final system acceptance, the Company will submit a document on a weekly basis showing the status of all outstanding system issues, regardless of severity, including the plan for resolution and estimated completion date.
2. All deviations noted during acceptance testing shall be recorded on the punch list.

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C. Final System Acceptance

1. Final system acceptance will be submitted by the Authority, in writing to the Company, upon successful completion of all acceptance tests, and upon verification by the Authority of complete resolution of all outstanding items on the punch list.

1.15 Instruction and Training

- A. By means of instructional classes augmented by individual instruction as necessary, the Company will fully instruct Authority designated staff in the operation, adjustment, and maintenance of all products and systems.
- B. Coordinate scheduling of instruction and training classes with Authority to avoid conflicts and peak-period personnel demands. Submit a proposed instruction schedule and format, onsite or by remote technology, at a joint meeting conducted prior to equipment installation. Authority will tentatively approve or suggest changes to the training schedule and format at that time.
- C. Submit an outline of the instruction material and approximate duration of the session. Ample time will be allotted within each session for the Company to fully describe and demonstrate all aspects of the OBS, and allow Authority personnel to have hands-on experience with the OBS.
- D. All instruction courses to consist of instruction and actual “hands-on” experience. Onsite classes to be set up in a room designated by the Authority. Provide one instructor for the duration of each program.
- E. The instructor will speak fluent English in a clear and precise manner.
- F. The Company will provide all documentation required for instructing Authority personnel. The Authority retains the right to copy training materials as frequently as required for ongoing internal use only.
- G. An instructional notebook or user’s manual will accompany every instruction course. The Company will submit via email an electronic copy of the user’s manual per the submittal guidelines. The user’s manuals will be written in common English with appropriate photos, diagrams, and schematics to supplement the text.
- H. Training classes to be provided for all OBS functionality including but not limited to the following categories:
 1. Administration:
 - a. Inventory.
 - b. Reporting.
 - c. Distribution.
 - d. Reference Data.
 - e. Pricing.
 - f. Promotions.
 - g. Upselling.

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- h. Customer emails.
- i. Loyalty program.
- 2. System Admin and Operations:
 - a. User Maintenance.
 - b. System Reference Data.
 - c. Operations.
 - d. Operations Management.
- 3. Booking Journey Administration:
 - a. Assets.
 - b. Pages.
 - c. Page Groups.
 - d. Widget.
 - e. Translations.
 - f. Content Blocks.
 - g. Templates.
 - h. Forms.
 - i. Tracking Code.
 - j. Help Content.
 - k. Site Configuration.
- 4. Parking Facilities Management Company / Call Center interface:
 - a. View Bookings.
 - b. Amend Bookings.
 - c. Cancel Bookings.
 - d. Customer Noted.
 - e. Re-Send Confirmation Emails.
- 5. Revenue Reconciliation and Reporting:
 - a. Information available to reconcile web sales, and refunds.

1.16 Administrative Requirements

- A. Within thirty (30) days of Agreement award submit the following information:
 - 1. Project Plan.
 - 2. Project Schedule.
 - 3. Technical Approach.
 - 4. Training Plan.
 - 5. Testing Plan.
- B. Project Kick-Off Meeting: Conduct meeting after submitting documents as listed above, attend the meeting, either in person or via remote technology as mutually agreed upon by Authority and Company, to review the submittals, meet Authority staff involved in the OBS, and discuss next steps.

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- C. Submit updates of the configuration documents, website development documents, and project schedule within five (5) business days of receiving updated information from the Authority.
- D. Project Meetings and Responsibilities
 - 1. Weekly Meetings
 - a. The Company will schedule and participate in weekly Project meetings via remote technology conferencing tool during the design phase up through system acceptance unless Parties mutually agree to a meeting on-site at Airport.
 - 2. Onsite Meetings
 - a. There will be a minimum of two (2) onsite meetings during the design phase for design reviews and configuration workshops.
 - b. There will be a minimum of one (1) onsite meeting for a minimum of three (3) days to complete system testing.
 - c. The Company will prepare and distribute to attendees an agenda for each meeting until the Project is closed.
 - d. The Company will prepare and distribute to attendees meeting minutes until the Project is closed.
 - e. The Company will prepare, maintain, and distribute a Project action items list until the Project is closed.

SERVICES:

This section details the type of operational and maintenance services that may be requested by Authority from Company post system design, installation and final acceptance by Authority. Company agrees to provide the Services required under this Agreement and as specifically described below. Authority reserves the right, in its sole discretion, to expand, reduce, modify, or add Services. Upon completion of any expansion, reduction, modification or addition in the Services, such changes will be included in this Agreement by letter from Authority to Company without the need for formal amendment to this Agreement.

1.01 General

- A. The OBS as finally accepted by Authority and implemented at the Airport is covered in this Agreement.

- B. Company will provide all OBS software patches and updates, including but not limited to corrective patches and upgrades in the event security vulnerability or system availability issues are discovered, free of charge during the Term of this Agreement.

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- C. All future releases, patches, enhancements, updates and upgrades to OBS software including to its operating system will automatically become part of OBS software for this Agreement.
- D. Company will provide to Authority a list of suppliers providing third party software utilized in OBS. Company and Authority will mutually agree to any proposed replacements to these third party suppliers.
- E. Company is responsible for ensuring ongoing compatibility of all OBS software with Authority PARCS software at no additional cost to Authority.
- F. Company is responsible for providing software training including relevant materials such as user guides on any new functionality or changes to OBS throughout the Term of this Agreement at no additional cost. All training will be documented to identify content, purpose, trainees, instructors and date(s). Both Parties will be provided copies of all training documentation.

1.02 Warranty of Services

- A. Correction, as used in this Section, means the elimination of a defect.
- B. Notwithstanding inspection and acceptance by the Authority or any provision concerning the conclusiveness thereof, Company warrants that all Services performed under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement. The Authority will give written notice of any defect or nonconformance to the Company within thirty (30) days of discovering such defect. This notice shall state either (1) that the Company shall correct or re-perform any defective or nonconforming services, or (2) that the Authority does not require correction or re-performance.
- C. If the Company is required to correct or re-perform, it shall be at no cost to the Authority, and any Services corrected or re-performed by the Company shall be subject to this clause to the same extent as work initially performed. If the Company fails or refuses to correct or re-perform, the Authority may, by contract or otherwise, correct or replace with similar Services and charge to the Company the cost occasioned to the Authority thereby, or make an equitable adjustment in the Agreement price.
- D. If the Authority does not require correction or re-performance, the Authority may make an equitable adjustment in the Agreement price.

1.03 Maintenance and Support

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During the Term of this Agreement, Company shall:

- A. Maintain at all times all required licensing requirements, qualifications, certifications, and authorizations for the performance of the Services under this Agreement.
- B. Provide remote 24/7 technical support of OBS software and all third party software applications used in OBS by Company.
- C. Provide on-site technical support as both Parties mutually agree is required. Travel related expenses by Company will be reimbursed by Authority in accordance with Exhibit E, Authority Policy P412, Travel and Business Development Expenses.
- D. Coordinate all remote and physical access into OBS servers with Authority.
- E. Perform daily backups of parameter files and after each major or minor correction, modification, patch, update and upgrade to OBS Software to an offsite U.S.-based data center and provide data to Authority, at no additional cost, in the event of a total loss of system functionality.
- F. Advise Authority of current service packs and patch versions that have tested compatible with OBS and that should be installed on servers and workstations procured and managed by Authority.
- G. Perform all PCI-DSS requirements including but not limited to required reporting, network maintenance, security scans and penetration tests.
- H. Complete and submit an Authority Information Technology Services Change Request for any OBS software upgrades that disrupt the service in any way or impact the core functionality defined in this scope of work.
- I. Correct Major Incidents immediately on a priority basis not to exceed two (2) hours upon detection of an actionable event or notification of incident to Company as specified in Section 1.04, OBS Incident Category and Priority Response and Resolution Targets, below.
- J. Support changes to rate tables including integration of sales tax and calculations in the daily rate payment functionality:
 - 1. Company will test system to ensure the desired rate change(s) has been achieved and revenue collected is in accordance with Authority intended rate

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structures including but not limited to early bird, night, weekend, multiple day, sales tax adjustments and validated rates.

- K. Should current operating system that OBS runs on be decommissioned:
1. Release code compatible with next operating system upgrade.
 2. Execute a Work Plan for Additional Services using Hourly Rates as specified in Agreement Article 4, Fees and Payments, Section 4.01, Payment, for labor required to modify, test, deploy and document the migration of OBS software to a new operating system and relational database managers.
 3. Coordinate testing and deployment of the migration of OBS software to a new operating system and relational database managers with Authority and Authorized Representatives to ensure continued compatibility of OBS with Authority PARCS in production at time of migration.
 4. Warrant all system migration work against defects for a period of one year after installation.

Failure of Company to update operating systems and relational database managers prior to end of support for current operating system will result in Company taking liability for errors and malfunctions resulting from using an outdated operating system and relational database managers.

- L. Authority may perform Acceptance testing for a period of up to thirty (30) days, commencing from the date on which Company notifies the Authority that the deliverables of software corrections, patches, upgrades or improvements are ready for testing. If Authority does not notify Company of acceptance or provide a list of defects by the end of the thirty (30) days Acceptance Testing period, Company will submit an official notification to Authority Director of Commercial Parking requiring Authority acceptance or list of any defects within five (5) Authority Business Days from receipt of official notification. If Authority does not respond within the five (5) Authority Business Days then Authority is taken to have accepted the subject deliverables.
- M. Provide accurate and complete documentation of all OBS software modifications, patches, updates and upgrades to Authority two (2) Authority Business Days prior to implementation. Documentation will include at a minimum:
1. Patch/update release designation.
 2. Proposed date and time of implementation.
 3. Comprehensive release notes and detailed description of what the patch/update accomplishes.

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- 4. Payment Card Industry-Data Security Standards compliance certification if relevant to the change being made.
 - 5. Full disaster recovery procedures that return the system to its pre-patch/update condition.
- N. Provide software development through execution of a Work Plan for Additional Services using Hourly Rates as specified in Article 4, Fees and Payments, Section 4.01, Payment.
- O. Provide software modifications to correct all defects in the OBS software arising from installation of any modification provided by Company. No hours or charges will be incurred by Authority for this corrective work.
- P. Warrant all software provided in this Agreement, including firmware as warranted by third party suppliers, is free from defects in material and workmanship under normal operating use and service.

1.04 OBS Incident Category and Priority Response and Resolution Targets

Company shall comply with the Priority Levels provided below when incidents are reported by Authority. These levels, as determined by Authority, are measured according to the business impacts of each problem. OBS support activity prioritization, response and resolution expectations are based on impact and urgency.

Category	Description
Major	The damage caused by the incident increases rapidly. Loss of critical system functionality. Critical inaccuracy within system. Work that cannot be completed by staff is highly time sensitive. A minor incident can be prevented from becoming a major incident by acting immediately. Customers are not able to be processed. A large number of customers are affected and/or acutely disadvantaged in some way. The financial impact of the incident is likely to exceed \$10,000. Damage to the reputation of the Airport is likely to be high.
High	The damage caused by the incident increases considerably over time. Loss of important system functionality. Important inaccuracy within system. A moderate number of staff are affected and/or not able to do their job properly. A moderate number of customers are affected and/or inconvenienced in some way.

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	The financial impact of the incident is likely to exceed \$1,000 but will not be more than \$10,000. Damage to the reputation of the Airport is likely to be moderate.
Medium	A minimal number of staff are affected and/or able to deliver an acceptable service but this requires extra effort. Loss of non-essential system functionality. Non-essential inaccuracy within system. A minimal number of customers are affected and/or inconvenienced but not in a significant way. The financial impact of the incident is likely to be less than \$1,000. Damage to the reputation of the Airport is likely to be minimal.
Low	Authority requests and inquires. No impact to customers or Airport.

A. Restoration of Service Time

1. When Authority reports an incident to Company, Company will assign to the incident one of the below Priority Levels as determined by Authority.
2. Authority shall provide Company with data dumps, as requested, and with sufficient support and test time on Authority computer system to duplicate the incident, to certify that the incident is within OBS, and to certify that the incident has been corrected.
3. Restoration of Service time based on Priority Level for the incident as set by Authority is outlined in the following incident and Prioritization Matrix and Response and Resolution Matrix:

	1 – Major incidents/Organization wide/Business Critical/Financial/Multiple Lanes/Life Safety/Airport Customer Processing/Airport Reputation/Security	2 – Multiple OBS Airport Customers or Authority end users including Authority Authorized Representatives	3 – Multiple Authority end users including Authority Authorized Representatives	4 – Authority end users including Authority Authorized Representatives and Request
1 – Work Blocked	P1 – Major incident	P1 – Major Incident	P2 - High	P3 - Medium
2 – Work Degraded	P1 – Major incident	P2 - High	P3 - Medium	P4 - Low
3 – Work not Affected	P3 - Medium	P3 - Medium	P4 - Low	P4 - Low
4 – Low Impact	P4 - Low	P4 - Low	P4 - Low	P4 - Low

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Priority	Hours of Support	Response Target	Resolution Target	Recovery not achieved in month	Service Credit
P1 – Major incident	24 x 7	15 minutes	2 hour	For each occurrence	10%
P2 – High	Authority Business Hours	30 minutes	4 business hours	1	5%
				>1	10%
P3 – Medium	Authority Business Hours	8 hours	2 business days	1	5%
				>1	7%
P4 – Low	Authority Business Hours	1 business day	5 business days	>5	5%

In addition to the above, the following service credits will apply based on the availability of the service in any one month.

Target	Unplanned Downtime	Service Credit
100% - 99.96%	<20 minutes	No Service Credit
99.95% - 99.87%	21 – 60 minutes	2% of overall monthly charge
99.86% - 99.73%	61 – 120 minutes	3% of overall monthly charge
99.72% - 99.60%	121 – 180 minutes	5% of overall monthly charge
99.59% and below	>180 minutes	10% of overall monthly charge

4. Priority Level for Restoration of Service time does not apply during Scheduled Downtime.

B. An Incident is deemed to be resolved when either:

1. Company rectifies the incident, reports such to Authority, and Authority agrees and accepts Company solution. Company will escalate notification to Authority Service Desk if Authority fails to notify Company of agreement and acceptance of incident resolution within forty-eight (48) hours after Company’s written notice of incident correction; or
2. Workaround has been achieved and the implementation of further resolution is scheduled; or
3. Authority acknowledges, after contacting Company, that there is no further incident; or

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4. Company confirms to Authority that the functionality which is the subject of the reported incident is corrected; or
5. The incident cannot, despite reasonable efforts, be reproduced by Company and/or Authority and as such was a one-off; or
6. Company and Authority mutually determine that a remedy for the incident will be included in the next Release of the Software.

1.05 After Action Review

Company will provide a draft AAR within forty-eight (48) hours of any P1-Major Incident in accordance with Section 1.04 above. Company will complete Exhibit C, After Action Review Template for all reported P1-Major incidents and present it at the next scheduled status meeting or forward to the Vice President of Information Technology Services or designee if no such meeting is scheduled.

1. Root Cause is a factor that caused a nonconformance and should be permanently eliminated through an agreed upon process, program, hardware and/or training solution.
2. Authority will work with Company to determine a mutually agreed upon solution to permanently eliminate the Root Cause. Solutions may include program, hardware and/or training solution.

1.06 Consulting

- A. Upon the request of Authority, Company agrees to provide consulting services with regard to OBS related tasks.
- B. Services will only begin upon completion and full execution of a Work Plan as shown in Exhibit B, Work Plan for Additional Services, and issuance of a purchase order.
- C. On site or remote work, requirements will be determined on a task-by-task basis and will be approved in advance by Authority in accordance with Article 2, Scope of Work, Section 2.02, Work Plan for Additional Services.
- D. Company will provide Authority detailed written documentation upon the completion of each Work Plan outlining how the work was performed.
- E. Subcontracts executed by Company with third party suppliers for services requested by Authority through an executed Work Plan may survive the termination of this Agreement between Company and Authority. Prior to termination of this Agreement, to avoid interruption of Services and potential damages to Authority,

EXHIBIT A
SCOPE OF WORK

third party suppliers and Authority may execute an Agreement in accordance with the standard terms and conditions, that may be updated from time-to-time by Authority, as detailed in this Appendix B.

F. Authority does not guarantee that it will request consulting services.

1.07 Payment Application-Data Security Standard Compliance

Payment Application Data Security Standard (PA-DSS) is the global standard created by the Payment Card Industry Standards Council (PCI) for companies that develop payment application software.

A. Company Responsibilities

Company represents and warrants that the OBS software version(s) utilized for Authority complies with all current applicable PCI-DSS requirements. This is in the form of a Attestation of Compliance (AOC) and Company is responsible for maintaining this validation and annually submitting an AOC to Authority. Company will provide Authority Vice President of Information Technology Services or designee valid Certification upon execution of this Agreement and within 48 hours upon Certification renewal dates thereafter.

During the Term of this Agreement, Company shall ensure compliance with the latest version of the Payment Card Industry - Data Security Standard (PCI DSS), including any associated amendments or restatements. Company accepts responsibility for the security of customer credit card data in its possession, even if all or a portion of the services are subcontracted to third parties. Upon request by the Authority, Company shall be required to provide evidence of PCI DSS compliance.

B. Authority Responsibilities

Authority is responsible for developing and maintaining business practices to ensure that Company products are used in accordance with the requirements specified by its business' Qualified Security Assessor. Authority is responsible for achieving and maintaining PCI-DSS compliance relevant to its business. The scope of achieving system wide PCI-DSS validation extends beyond the Attestation of Compliance (AOC) Company provides. As Company is not the Merchant of Record for a parking system, Company will not own the process of obtaining a Report on Compliance (ROC) for a parking system. Further, Company does not assume ownership of the network and does not provide penetration or scanning services.

EXHIBIT A
SCOPE OF WORK

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EXHIBIT B
SAMPLE WORK PLAN FOR ADDITIONAL SERVICES

EXAMPLE ONLY – DO NOT COMPLETE

1. Work Plan for Additional Services No.

2. Project Information
The information in this section will be completed by Authority.
 - A. Project Title:

 - B. Project Summary
 - i. Project Purpose:

 - ii. Project Description:

 - iii. Project Scope of Work and Deliverables:

3. Schedule and Costs
The information in this section will be completed by Company and approved by Authority prior to performing any work.
 - A. Project Schedule/Timeline
Insert a project schedule and a timeline that clearly outline the work and deliverables and the time it will take to complete the work, provide the deliverables and complete the overall project.

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

Expenditure <insert applicable terms>	Totals
Service Cost	
Hourly Service Rate	\$
Number of hours to complete project	x
Total Service Cost	\$
Reimbursable	
Data	\$

EXHIBIT B
SAMPLE WORK PLAN FOR ADDITIONAL SERVICES

Printing	\$
Travel	\$
Other:	\$
Other:	\$
Total Projected Reimbursable Cost	\$
Total Projected Project Cost (Service Cost and Reimbursable)	\$

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

4. Payment Method and Schedule
Payment(s) will be made via <Automated Clearing House (ACH) VIP Supplier / Automated Clearing House (ACH) Standard / ePayables / Purchasing Card (PCard)>. Invoices will be uploaded and submitted to the Authority in Oracle iSupplier.

<insert for projects one month and less>
Projects that are completed within one month or less will be paid in full upon completion of the project by Company and acceptance by Authority.

<insert for projects 30 to 90 days>
Projects with an anticipated duration of less than 90 days will be paid 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.

<insert for projects exceeding 90 days>
Projects with an anticipated duration of more than 90 days will be paid 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.

Company must submit invoices to Authority at the appropriate intervals through Oracle iSupplier. Invoices must include a brief summary report of Company's activities under the Contract during the billing period and supporting documentation for all reimbursable expenses, as applicable.

EXHIBIT B
SAMPLE WORK PLAN FOR ADDITIONAL SERVICES

Acknowledgement of Acceptance

Company agrees and accepts the terms of this Work Plan for Additional Services No. ____ as detailed above.

Company

BY:

Signature of Authorized Official

Printed Name

Title

Date

Hillsborough County Aviation Authority

BY:

Signature of Authorized Official

Printed Name

Title

Date

EXHIBIT C
AFTER ACTION REVIEW TEMPLATE

Service Level Agreement: Draft required within 48 hours of any P1-Major incident, or emergency maintenance performed by Company or its suppliers to HCAA ITS. Follow up Items agreed upon due dates.

Event Title:	<i>Provide name of service/application impacted and if possible ticket number</i>
Start date/time:	<i>In this format – MMDDYY @ 00:00 AM/PM</i>
End date/time:	<i>In this format – MMDDYY @ 00:00 AM/PM</i>
Systems Impacted:	<i>Provide a list of Services, hardware, and applications affected</i>
Root Cause:	<i>Provide a detailed description of the actual root cause to the issue</i>
Technicians Involved:	<ul style="list-style-type: none"> • <i>Who all was involved in triaging and resolving the issue</i>
Customer Communications:	<i>Provide a list of communications sent out to stakeholders, team members, end users, etc.</i>
Resolution:	<i>Provide a summary of what actions were taken to resolve the issue and restore services</i>
Lessons Learned:	<ul style="list-style-type: none"> • <i>List any lessons learned in terms of process improvements, infrastructure changes, etc.</i>
What worked well:	<ul style="list-style-type: none"> • <i>Highlight what went well during the incident</i>
What didn't work well:	<ul style="list-style-type: none"> • <i>What were some opportunities during the incident that we should make note of</i>
Follow up Items:	<ul style="list-style-type: none"> • <i>Provide a list of any action items, including who they are assigned to and the expected due date</i>

Scrutinized Company Certification

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.4725, or is engaged 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 for goods or services of **any amount**.

Additionally, as of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of **\$1 million or more**.

Company: _____ FID or EIN
No.: _____
Address: _____
City/State/Zip: _____

I, _____ as a representative of

certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria if the resulting contract/agreement is for goods or services of \$1 million or more, and certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel if the resulting contract/agreement is for goods or services of any amount.

I understand and agree that the Authority may immediately terminate this Agreement upon written notice if the undersigned entity (or any of those related entities as set out above) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of \$1 million or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

SIGNATURE

TITLE

PRINTED NAME

DATE

EXHIBIT E
AUTHORITY POLICY P412
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

PURPOSE: To establish a policy governing the authorization, approval and allowability of travel, business development, and working meals expenses incurred by Board members, the Chief Executive Officer (CEO), and Authority employees when conducting business on behalf of the Authority.

LEGAL CONSIDERATION: Subject to the provisions of applicable Florida Statutes, the Hillsborough County Aviation Authority Act authorizes the Authority to reimburse Board members, the Chief Executive Officer, and all Authority employees for all travel expenses incurred while on business for the Authority. The Hillsborough County Aviation Authority Act also authorizes the Authority to “[a]dvertise, promote and encourage the use and expansion of facilities under its jurisdiction” and do all acts and things necessary and convenient for promotion of the business of the Authority. Pursuant to Policy, the Authority is allowed to incur business development expenses for meals, beverages and entertainment in order to highlight the numerous advantages and world class facilities of the Authority’s airport system and build relationships with airline executives, potential real estate partners, potential tenants and others.

POLICY:

General:

- A. All Authority travel, business development, and working meals expenses must provide benefit to the Authority. This Policy provides guidance covering key areas related to travel, business development, and working meals expenses. Additional guidance is provided in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses. All circumstances may not be specifically covered. In these instances, sound judgement should be used and reasonable documentation should be provided to support the circumstance and expense. Any exception to the practices outlined in this Policy will require written approval by the CEO or Executive Vice President (EVP) of Finance and Procurement and must be in compliance with applicable Florida Statutes.
- B. Employees may book their own flight and hotel reservations, or may utilize the Authority’s corporate travel agency. In an effort to find the most economical lodging rates and airfare, the use of third party companies such as Expedia.com, Hotels.com and Travelocity.com may be considered. Other resources such as AirBNB.com, VRBO.com and HomeAway.com may also be used if determined to be the most economical option.
- C. All reservations (hotel, flight, conference, etc.) shall be booked as far in advance as possible to take advantage of discounted rates.

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AUTHORITY POLICY P412
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

- D. If the traveler elects to arrive earlier or stay later than reasonably necessary to conduct the required Authority business, the traveler will be responsible for payment of all additional expenses beyond those incurred for Authority business. Reasonably necessary is defined as arriving at the destination no more than 24 hours prior to engaging in Authority business or commencing the return trip within the next day of engaging in Authority business.
- E. Purchases for travel, business development, and working meals should be made using Authority Purchasing Cards (PCard) in accordance with Authority Standard Procedure S410.25, Purchasing Cards. As an alternative, personal credit cards may be used, however, the expense will not be reimbursed until after the trip or event has occurred. The reimbursement request must be submitted within 30 days of the completion of the trip or event.
- F. All individuals traveling on behalf of the Authority may personally retain any points or other benefits generated from Authority travel (i.e frequent flyer mileage or awards from hotel frequent guest programs). However, participation in these programs should not influence airline and hotel selection resulting in higher cost to the Authority.

Travel Expenses:

- A. Travel Authorization and Approval:
 - 1. Board members and Authority employees are authorized to attend training and/or conventions, conferences, board, and committee meetings of professional and/or trade organizations specific to their job requirements as well as other meetings, site visits, or events directly related to their position at the Authority. The CEO will approve the travel for those individuals reporting directly to the CEO. All other employee's travel will be approved by their EVP and/or appropriate level supervisor. Such approval must be made in advance of travel for all Authority employees under the Director level.
 - 2. Approval of eligible travel expenses is obtained during the expense submittal process as outlined in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.
 - 3. The Authority expects employees to exercise sound prudent business practices when booking travel.
- B. Travel by Air Carrier:

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AUTHORITY POLICY P412
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

1. Travelers are required to use Coach/Economy cabin fares unless otherwise indicated within this Policy. Factors such as time and productivity of the traveler, cost of transportation, per diem/subsistence costs, cancellation fees, and any additional costs (such as baggage fees) should be considered when making reservations.
2. If a Board member, the CEO, an EVP, or Vice President (VP) is scheduled to engage in Authority business within 24 hours of arriving at the destination, or commences the return trip within 24 hours of completing Authority business, he/she is permitted to book fares in business class or its equivalent. Business class or equivalent travel by other Authority employees must be approved in writing with justification in advance by the department EVP.
3. If the primary purpose of the trip is to visit a specific airline, it is acceptable to book a flight on that airline even if the airline does not offer the lowest fare available.
4. Miscellaneous airline fees including, but not limited to, seat reservation fees, early or preferred boarding, checked baggage fees, airline change fees, and in-flight internet expenses, are allowable if utilized for Authority purposes. Checked baggage fees will be limited to one checked bag, unless supported by adequate business justification.
5. In the event a flight must be changed for acceptable business reasons, applicable airline fees are allowable expenses under this Policy with adequate written justification.
6. In the event a flight is cancelled or delayed, the traveler may choose an alternate mode of transportation in accordance with this Policy.

C. Registration Fees:

The traveler is eligible to incur registration fees for meetings and conferences, as well as fees for attending events which are not included in the basic registration fee and that directly enhance the public purpose of the Authority's participation at the meeting or conference. Employee must provide business justification for attending the event.

D. Lodging:

Hotel or accommodation charges must be substantiated by an itemized receipt reflecting all charges for the entire stay. The traveler is expected to exercise his or her best judgment and reasonableness in the selection of lodging. The location of the hotel should be as convenient

EXHIBIT E
AUTHORITY POLICY P412
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

as possible to the place where the business of the Authority will be transacted and should be at the lowest appropriate rate.

Paid usage of hotel sponsored Wi-Fi or wired internet access is an authorized lodging expense.

Lodging expenses incurred within the Authority's Metropolitan Statistical Area (MSA) (as defined by the United States Office of Management and Budget, to include Hernando, Hillsborough, Pasco and Pinellas Counties) are only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

E. Meals (During Travel):

Meals within the continental United States will be reimbursed in accordance with the General Service Administration (GSA) meals rate in effect for the destination city on the date travel was initiated. If the destination is not included in the GSA destination guide, the GSA rate for the listed city that is closest to the destination city or county for the destination city will be used.

Meals for travel outside of the continental United States (including Hawaii, Alaska and Puerto Rico) will be reimbursed in accordance with the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)".

For both domestic and international travel, the first and last day of travel are calculated at 75% of the rate in effect for the destination city. This excludes intermediate destinations on multi-city trips.

A traveler will not be reimbursed or receive per diem for meals included in a convention or conference registration unless reasonable written explanation is provided. A meal is considered to be any of the regular occasions in a day when a reasonably large amount of food is eaten, such as breakfast, lunch, or dinner. (Definition from Dictionary.com and Oxford University Press.) Continental breakfasts will not be considered a meal. Therefore, per diem will not be reduced for continental breakfasts. Additionally, per diem will not be reduced for meals provided by airlines.

Allowance for meals when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

F. Ground Transportation:

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AUTHORITY POLICY P412
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

Authorized ground transportation expenses include, but are not limited to, hired cars, trains, other fixed rail, shared ride services (such as Uber or Lyft), buses, and other modes of ground transportation required to enable the traveler to conduct Authority business. Travelers will use good judgement with regard to which mode of ground transportation is utilized, and tickets should be purchased in the most economical class of service available unless there is an adequate business justification and is approved in writing in advance by the CEO or employee's EVP.

Allowance for ground transportation within the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

G. Other Travel Expenses:

Other eligible travel expenses as approved by the Florida Department of Financial Services pursuant to rules adopted by it include fees and tips given to porters, baggage carriers, bellhops or hotel maids, with the expense limited to \$1 per bag not to exceed a total of \$5 per incident; and actual laundry, dry cleaning and pressing expenses for official travel in excess of seven calendar days and where such expenses are necessarily incurred to complete the official business.

Eligible incidental expenses are defined by Florida Statute Section 112.061(8)(a) and include ferry fares, bridge, road, and tunnel tolls, storage or parking fees, and communication expenses.

Itemized receipts are required for all individual expenses that are higher than \$25.

H. Foreign exchange rates:

Eligible travel expenses include the difference between the official daily foreign exchange rate and the transaction rate, in addition to any applicable fees.

I. Travel by Rental Vehicle:

Board members, the CEO, EVPs and VPs are authorized to rent a vehicle if necessary to conduct Authority business, without advance approval. Utilization of a rental vehicle by all other Authority employees must be approved in advance of travel in writing by the CEO or the employee's EVP or VP.

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AUTHORITY POLICY P412
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

Rental vehicles will be mid-size or smaller, unless three or more travelers are sharing the vehicle. Travelers will select the rental vehicle refueling option anticipated to be the most economical for the Authority.

The State of Florida contract for rental cars should be consulted for discounted rates. The State of Florida contract provides rental vehicle services to Florida's government agencies. A website link to the Rental Rates and Rental Procedures to utilize the State contract are located on the Authority Intranet.

Allowance for rental cars when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

The Authority provides insurance coverage for both Automobile Liability and Collision Damage Waivers and will not reimburse a traveler for the cost of such coverage on a rental car contract for travel within the United States. (Exception: If the traveler rents a vehicle in a foreign country, he/she shall purchase both Automobile Liability and Collision Damage Waivers from the rental car company.)

J. Travel by Personal Vehicle:

Prior to utilizing a personal vehicle to conduct Authority business, all employees must comply with Authority Standard Procedure S250.05, Motor Vehicle Use – Personal or Authority-Owned.

Board members, the CEO, EVPs and VPs are authorized to use their personal vehicle if necessary to conduct Authority business, without advance approval. Except for travel within the State of Florida, utilization of a personal vehicle by all other Authority employees must be approved in advance of travel in writing by the employee's EVP or VP.

Mileage for authorized use of employee's personal vehicle will be at the Internal Revenue Service cents per mile rate in effect at the time of travel. Mileage reimbursement is calculated in accordance with Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.

Personal vehicles should not be used if the estimated mileage reimbursement is expected to exceed the cost of renting a car for the trip.

K. Travel by Third Parties Conducting Business on Behalf of the Authority:

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TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

Unless terms of travel are specified in their contracts, all consultants, design professionals, design-builders contractors, sub-consultants, and sub-contractors performing work for the Authority will be reimbursed for travel expenses in accordance with eligible cost elements as described above.

Business Development Expenses:

- A. Business development meal, beverage (including alcoholic), and other expenses may be incurred locally or while traveling. Business development activities require meeting with non-Authority personnel. Employees may be reimbursed for actual, reasonable, and appropriately documented expenses related to the business development activity.
- B. To qualify as business development, such an employee must (a) reasonably expect, and have as the primary motivation for the expenditure, that the Authority will derive revenue or another business benefit as a result of the business development activity; (b) incur the expense in a setting where the party being entertained would reasonably understand that the expenditure was for an Authority business objective; and (c) use the expenditure for the person from whom the Authority expects the business benefit, as well as for the employee and other Authority staff in attendance.
- C. Alcoholic beverage expenses may only be incurred at business development events related to meetings including non-Authority personnel from organizations from which the Authority is reasonably expected to derive revenue or another business benefit.
- D. The employee must provide detailed itemized receipts for all business development expenses larger than \$25 and must include rationale and business benefit for the Authority.

Working Meals:

- A. Expenditures for meals during business meetings between Authority employees or between Authority employees and individuals from outside organizations are allowable only (a) when there is a valid business need to have the meeting during a meal time (i.e., schedules will not accommodate the meeting at other times); (b) during periods of extended overtime (i.e. irregular operations, working on the budget or another major project); or (c) periodic department meetings (not more than quarterly), full-day or half-day Authority-wide meetings, or Authority strategic planning sessions.
- B. Business meals between Authority subordinates and supervisors will be infrequent and will occur only when there is no other time during which the meeting can be scheduled.

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AUTHORITY POLICY P412
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

- C. Notwithstanding subparagraph B above, Executive staff, VPs, Directors and Managers may occasionally purchase meals for employees provided the meals are reasonable and for the purpose of conducting Authority business and/or employee recognition.
- D. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.
- E. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.
- F. Working meals will be reimbursed upon presentation of appropriate documentation including a list of attendees.