

Hillsborough County Aviation Authority

IER CUSS KIOSKS OPERATING SOFTWARE MAINTENANCE AND SUPPORT CONTRACT

COMPANY: IER Inc.

Term Date: March 01, 2022 through September 30, 2026

Board Date: December 2, 2021

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

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
IER CUSS Kiosk Software Maintenance and Support

This Contract for IER CUSS Kiosk Software Maintenance and Support (hereinafter referred to as Contract) is made and entered into this ___ day of _____ 2021 between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as Authority), and <_____, a _____> <corporation / company>, 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

CONTRACT

1.01 Definitions

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

- A. **Acceptance:** The act of the Authority approving specific services as partial or complete performance of this Contract.
- B. **Account Manager:** The individual employed or contracted by Company to be responsible for coordinating and overseeing Personnel including Technician(s) performing software platform maintenance with regard to the Services performed, the manner of performance, and Authority satisfaction with performance levels.
- C. **Accounts Payable:** The unit within Authority Finance Department that deals with accounts payable.
- D. **Additional Services:** Any additions, deletions or revisions to the Services agreed to by Authority and Company pursuant to a Work Plan for Additional Services executed by both parties.
- E. **After Action Review:** A systematic process for identifying Root Cause of problems or events and an approach for responding to them.
- F. **Airport:** Tampa International Airport.
- G. **Airside Terminals:** The existing four buildings designated as A, C, E, and F and one future building designated as D supporting passenger airline operations and connected to the Main Terminal via shuttle cars.

- H. **Authority:** Hillsborough County Aviation Authority
- I. **Authority Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.
- J. **Board:** The Hillsborough County Aviation Authority Board of Directors.
- K. **CEO:** The Hillsborough County Aviation Authority Chief Executive Officer.
- L. **Company:** The firm awarded this Contract to perform the Services as specified in Exhibit A, Scope of Services.
- M. **Contract Documents:** The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in this Contract; Invitation To Bid for IER CUSS Kiosk Operating Software Maintenance and Support, dated September 9, 2021, and all its addenda; and Company's response to ITB, IER CUSS Kiosk Operating Software Maintenance and Support, and any subsequent information submitted by Company during the evaluation process.
- N. **Contract Manager:** Authority representative responsible for coordinating and overseeing Company 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.
- O. **Contract Year:** The period of time from the Contract effective date to the anniversary of the Contract effective date for the full term of the Contract, including renewal years.
- P. **Corporate Representative:** The individual employee of Company responsible for monitoring this Contract and coordinating support for the Account Manager at the corporate level to ensure compliance with the terms and conditions of this Contract.
- Q. **CUSS:** Common Use Self Service is a standard of the International Air Transport Association that allows multiple airlines to share one physical kiosk to offer self-services to passengers including, but not limited to, check-in functionality.
- R. **Enhancement:** Any modification or addition that, when made or added to the subject Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Company as minor or major, depending on Company's assessment of their value and of the function added to the preexisting subject Software.

- S. **Error:** Any failure of the Software to substantially conform to its functional specifications as published from time to time by Company. However, any nonconformity resulting from Authority misuse, improper use, alterations shall not be considered an Error.
- T. **Error Correction:** Either a modification or an addition, that when made or added, establishes substantial conformity of the subject Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the subject Software, eliminates the practical adverse effect on Authority of such nonconformity.
- U. **FAA:** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- V. **Fixed Annual Rate:** Total amount of compensation paid to Company for maintenance and support Services, inclusive of any required travel by Company to perform Services, for the term of the Contract.
- W. **High Incident:** Causes erroneous transactions, reporting errors, system instability, security vulnerability, system availability issues, and database corruption.
- X. **Hourly Service Rates:** Company's published hourly rates included within this Contract.
- 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 levels.
- Z. **Personnel:** Individuals who are directly employed or contracted by Company to perform the Services at the Airport.
- AA. **Preventative Maintenance:** Maintenance services including but not limited to communication system maintenance, server administration and database administration.
- BB. **Releases:** New versions of the Software, which may include both Error Corrections and minor Enhancements.
- CC. **Rental Car Center:** The structure located south of the Main Terminal Building that houses on-Airport rental companies.
- DD. **Root Cause:** A factor that causes an Error.

- EE. **Scheduled Downtime:** A mutually agreed upon period of time for the purpose of the Company to perform activities necessary for the proper operation of the Software. Such activities include software loads, communication loads, upgrades, preventative maintenance, Error verification, and Error Correction.
- FF. **Services:** The services as detailed in Exhibit A, Scope of Services.
- GG.**Software:** Integrated operating software for IER-EASIER kiosk including all applications, supporting systems, interfaces and third party required systems.
- HH.**Technician:** Individual who is authorized by IER to provide software maintenance of IER CUSS platform and IMS platform utilized in IER kiosks at Tampa International Airport.
- II. **Term:** The initial term and three, one-year renewal options.
- JJ. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.
- KK. **Upgrades:** New versions of Software that generally add features, new functionality, new certifications, major Enhancements and/or that generally increase capacity of the Software process information.
- LL. **Vice President of Information Technology Services:** Authority's senior-level executive responsible for all matters regarding Airport technology services.
- MM.**Work Plan for Additional Services:** The form used by the Authority and Company in accordance with Section 2.02, Work Plan.

1.02 Exhibits

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

- A. Exhibit A, Scope of Services
- 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 and Business Development Expenses
- F. Exhibit F, Authority Information Technology Services Change Request Form

ARTICLE 2

SCOPE OF SERVICES

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

2.02 Work Plan for Additional Services

Prior to the onset of any 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 as shown in Exhibit B, Sample Work Plan for Additional Services. The Work Plan schedule may go beyond the termination date of this Contract if necessary to complete the Work Plan tasks. Company will only begin work upon execution of the Work Plan by Company and signed by the Authority's Vice President of Information Technology Services or designee. 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 shall give notice to Company by certified letter with acknowledgement of receipt to remedy such issue within thirty (30) days. Should Company fail to fully remedy the said issue within the aforementioned period, the Authority may terminate the Work Plan.

ARTICLE 3

TERM

3.01 Effective Date

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

3.02 Term

The Term of this Contract commences on March 1, 2022 and will continue through September 30, 2026 unless terminated earlier as provided herein.

3.03 Commencement of Fees and Charges

All fees and charges hereunder will commence on March 1, 2022 and will continue for the Term of this Contract.

3.04 Commencement of Operations

Company will begin providing maintenance and support services on March 1, 2022 and will continue through September 30, 2026.

3.05 Renewal Option

This Contract may be renewed at the same terms and conditions hereunder for three, one-year periods at the discretion of CEO. Such renewal will be effective by issuance of a written letter to Company by Authority. If all such renewal options are exercised and approved by CEO, this Contract will have a final termination date of September 30, 2029.

3.06 Early Termination

Authority may terminate this Contract, without cause, by giving ninety (90) days written notice to Company.

ARTICLE 4

FEES AND PAYMENTS

4.01 Payment

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

A. The amount to be paid under this Contract shall not exceed \$750,000.

B. Maintenance and Support

1. Rates

a. Company will be paid in one annual installment. Payment will be paid on or after October 1 of each year of the term of this Contract. The following annual software technical support and maintenance for Software, as specified in this Contract, is a Fixed Annual Rate. The below Fixed Annual Rates are inclusive of any travel required to perform necessary support and maintenance as specified in this Contract.

To synchronize payments with Authority fiscal year, the Fixed Annual Rate for Contract Year One will be March 1, 2022 through September 30, 2022. All subsequent Contract Years including Renewal Years will be October 1 through September 30.

Contract Year	Contract Term	Total Price Per Year
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Year One	March 1, 2022 through September 30, 2022	\$19,887
Year Two	October 1, 2022 through September 30, 2023	\$34,083
Year Three	October 1, 2023 through September 30, 2024	\$34,083
Year Four	October 1, 2024 through September 30, 2025	\$34,776
Year Five	October 1, 2025 through September 30, 2026	\$35,490
Optional Renewal Year One	October 1, 2026 through September 30, 2027	\$36,204
Optional Renewal Year Two	October 1, 2027 through September 30, 2028	\$36,939
Optional Renewal Year Three	October 1, 2028 through September 30, 2029	\$37,695

2. Software Licenses

Authority reserves the right to add or remove software licenses during the Term of this Contract at the negotiated unit price of \$1,623.00. The Fixed Annual Rate may be adjusted with the increase or decrease of software licenses by mutual agreement of the Authority and Company. Adjustments to the Fixed Annual Rate shall be made by written amendment.

3. Platform Upgrades

During the term of this Contract the following platform upgrades will be implemented by Company at the below pricing, which includes license and labor.

Upgrade Description	Total Price
CUSS 1.5 License Upgrade	\$20,475
CUSS 2.0 License Upgrade	\$20,475

All corrective upgrades in the event of security vulnerability or system availability issues are free of charge to the Authority in accordance with Exhibit A, Scope of Services.

4. Consulting

Authority will pay Company for Additional Services based on an approved detailed Work Plan that includes the task costs and payment schedule.

a. Fees

Company will provide Additional Services and incur costs under this Contract only upon request of the Authority. Payment will be made to Company for Additional Services, as mutually agreed upon by executed Work Plan, as follows:

b. Hourly Service Rate

For Additional Services, the Company's Hourly Service Rates are \$160.00. This Hourly Service Rate shall remain fixed during Contract Year One and Two. Thereafter, the Hourly Service Rate may be adjusted by no more than three (3) percent for each subsequent Contract Year including the Optional Contract Years.

c. Reimbursable Expenses

Authority will reimburse Company for Authority pre-approved expenses, as specified in Exhibit A, Scope of Work.

d. Travel Expenses

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

e. No other charges, fees or costs will be allowed under this Contract.

4.02 Invoices

Invoices required by this Contract 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, all assigned and on-going project activities during the preceding billing period, and purchase order number.

All invoices issued by Company will be paid by Authority within at least thirty (30) days as from invoice receipt within Authority Accounts Payables.

4.03 Payment Method

Company will receive electronic payments via Automated Clearing House (ACH) – VIP Supplier, or ACH – Standard, ePayables. 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 Contract in coordination with Accounts Payable.

4.04 Payment When Services Are Terminated at the Convenience of Authority

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

- A. All Services performed prior to the effective date of termination; and
- B. Expenses incurred by Company in effecting the termination of this Contract as approved in advance by Authority.
- C. Company will retain a prorated amount of the Fixed Annual Rate based on the first date of the applicable Contract Year including Optional Renewal Years and the effective date of the termination per 3.06 Early Termination above.

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 from the issuance date of the invoice. 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 Contract.

ARTICLE 5

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. It is understood such property does not include any intellectual property rights, which remain the property of Company.

ARTICLE 6

QUALITY ASSURANCE

Company will be solely responsible for the quality of all Services furnished by Company, its employees and/or its subcontractors under this Contract. All Services furnished by Company, its employees and/or its subcontractors must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must be compliant with the Services description set out in Exhibit A, Scope of Services. Company's Services and deliverables must conform with all applicable Federal and State laws, regulations and ordinances.

ARTICLE 7

NON-EXCLUSIVE

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

ARTICLE 8

INDEMNIFICATION

- 8.01 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 Contract, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all direct liabilities, suits, claims, procedures, liens, direct expenses, direct losses, direct costs, royalties, fines and direct damages (including but not limited to claims for reasonable attorney's fees and court costs) caused in whole or in part by the:
- A. Presence on, use or occupancy of Authority property;
 - B. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
 - C. Any breach of the terms of this Contract;
 - D. Performance, non-performance or purported performance of this Contract;
 - E. Violation of any law, regulation, rule or ordinance;
 - F. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
 - G. 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

Of or 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 direct liability, suit, claim, lien, direct expense, direct loss, direct cost, fine or direct damages is caused in part by the Owner, 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 Owners, its members, officers, agents, employees, and volunteers.

- 8.02 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 direct damages, equitable or injunctive relief expenses, direct losses, direct costs, royalties, fines, reasonable attorney's fees or any other lien relief in the event the suit, claim, or action of any nature arises in whole or in part from:
- A. The presence on, use or occupancy of Authority property;
 - B. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
 - C. Any breach of the terms of this Contract;
 - D. Performance, non-performance or purported performance of this Contract;
 - E. Violation of any law, regulation, rule or ordinance;
 - F. Infringement of any patent, copyright, trademark, trade dress or trade secret rights;
 - G. 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

Of or by 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 Owner, its members, officers, agents, employees, and volunteers.

- 8.03 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 direct liabilities,

direct damages, direct losses, and direct costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Contract.

- 8.04 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- 8.05 Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- 8.06 In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- 8.07 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.
- 8.08 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.
- 8.09 If the above Articles 8.01 - 8.08 or any part of Articles 8.01 - 8.08 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 9

ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

9.01 Books and Records

In connection with payments to Company under this Contract, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Company will maintain such books and records for six years after the end of the Term of this Contract. Records include, but are not limited to, books, documents, papers, and records of Company directly pertinent to this Contract. Company will not destroy any records related to this Contract without the express written permission of Authority.

9.02 Financial Reports

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

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

At any time or times during the Term of this Contract or within three (3) years after the end of this Contract, 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 Contract or over selected operations performed by Company under this Contract for the purpose of determining compliance with this Contract.

To the extent (i) it is permitted by law and regulation or (ii) that no confidential obligation applies and if it is necessary for the audit, free and unrestricted access will be granted to all of Company's records directly pertinent to this Contract or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. All such records shall be kept for a minimum period of three (3) years after the close of each Contract Year. 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. In the event Company maintains its accounting or Contract 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 except if such information are covered by confidentiality commitment to the extent allow by law.

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 that Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) per calendar day for each record requested that is not received. Such damages may be assessed beginning on the fifteenth (15th) or eight (8th) day, as applicable, following the date the request was made. Accrual of fee will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and Authority retains all rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Company's failure to comply.

If, as a result of any engagement, it is determined that Company has overcharged Authority, Company will re-pay Authority for such overcharge and Authority may assess interest up to twelve percent (12%) per year on the overcharge from the date the overcharge occurred. If it is determined that Company has overcharged Authority by more than three percent (3%) of the reimbursable amount, excluding any lump sum amount, contained in this Contract, 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 Contract.

Company agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 10

INSURANCE

10.01 Insurance

Company must maintain the following limits and coverages uninterrupted or amended through the term of this Contract. In the event the Company becomes in default of the following requirements the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability will provide that the

Authority, members of the Authority’s governing body, and the Authority’s officers, volunteers, agents, and employees are included as additional insureds.

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

10.02 Required Coverage – Minimum Limits

A. Workers’ Compensation/Employer’s Liability Insurance

The minimum limits of insurance are:

Part One:	“Statutory”
Part Two:	
Each Accident	1,000,000
Disease – Policy Limit	1,000,000
Disease – Each Employee	1,000,000

B. Commercial General Liability Insurance

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

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

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 covering the work performed pursuant to this Contract are:

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

D. Waiver of Subrogation

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

E. Cyber Liability & Data Storage

Company shall purchase and maintain, throughout the life of this Contract, Cyber Liability Insurance which will be used for damages resulting from any claim arising out of network security breaches and unauthorized disclosure or use of information. Such Cyber Liability coverage shall also include coverage for “Event Management,” including, but not limited to, costs and expenses relating to notifying effected customers/users of security breach, providing credit monitoring services, computer forensics costs, and public relations expenses, resulting from a breach of security or other compromising release of private data.

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 and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

F. Professional Liability Insurance

The minimum limits of Professional Liability 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 Contract. The minimum limits of coverage are:

Each Claim	1,000,000
Annual Aggregate	1,000,000

10.03 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.

10.04 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.

10.05 Conditions of Acceptance

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

ARTICLE 11

NON-DISCRIMINATION

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

- A. 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 Contract.
- B. Civil Rights. Company, with regard to the work performed by it under this Contract, 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 this Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. 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);
8. 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;
9. 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);
10. 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;
11. 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
12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- C. 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 Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. 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.
- E. In the event of Company's non-compliance with the non-discrimination provisions of this Contract, 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 Contract until Company complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.
- F. Company will include the provisions of Paragraphs A through E 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.
- G. Company assures that, in the performance of its obligations under this Contract, 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 12

AUTHORITY APPROVALS

Except as otherwise specifically indicated elsewhere in this Contract, wherever in this Contract 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 13

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 performing under this Contract. 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 this Contract by such personnel.

Company and its employees, vendors, subcontractors, and sub-consultants 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 14

DISPUTE RESOLUTION

14.01 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 Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question or dispute between Authority and Company arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.
- B. If for any reason Company deems that additional cost or Contract time is due to Company for work not clearly provided for in this Contract, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Contract time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.

- C. Written notice of intention to claim must be made within thirty (30) days after the 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 Contract time is based has been completed, Company will, within thirty (30) days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Contract and maintain effective progress to complete the work within this Contract time(s) set forth in this Contract.
- F. The making of final payment for this Contract may constitute a waiver of all claims by Authority except those arising from:
 1. Claims, security interests or encumbrances arising out of this Contract and unsettled;
 2. Failure of the work to comply with the requirements of this Contract;
 3. Terms of special warranties required by this Contract;
 4. Latent defects.

14.02 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 days (5) after a claim or dispute is submitted in writing, the Company's representatives who have authority to resolve the claim or dispute shall meet with Authority representatives who have authority to resolve the claim or dispute in a good faith attempt to resolve the claim or 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 claim or dispute, a senior executive for Company and for Authority, neither of which have day to day Contract responsibilities, shall meet, within twenty (20) days after a claim or dispute occurs, in an attempt to resolve the claim or dispute and any other identified disputes or unresolved issues that may lead to a claim or dispute. The 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 claim or dispute 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 or dispute in writing within twenty one (21) days following the Second Meeting or receipt of additional information requested.

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

- B. Prior to the initiation of any litigation to resolve claim or disputes between the Parties, the Parties will make a good faith effort to resolve any such claims or 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 but Company will have the right to reject such mediator for reason. 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 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 Contract.

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 Contract. Company will carry out applicable requirements of Authority W/MBE Policy and Program in the award and administration of this Contract. Failure by Company to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Authority deems appropriate.

- B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements or contracts.

15.03 W/MBE Participation

- A. W/MBE Goal: No specific goal for W/MBE participation has been established for this Contract; however, Company agrees to make a good faith effort, in accordance with Authority W/MBE Policy and Program, throughout the Term of this Contract, 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 Contract.
- 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 Contract will be a material violation of this Contract and will invoke the sanctions for non-compliance specified in this Contract 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 Contract. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Contract, Authority reserves the right to review and approve all subleases or subcontracts utilized by Company for the achievement of these goals.
- D. Prompt Payment: Company agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) 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

NON-EXCLUSIVE RIGHTS

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

ARTICLE 17

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 attacking the validity of this Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out, except in case of fraud, willful misconduct or negligence of the Authority.

ARTICLE 18

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, Airport 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 fifteen (15) days from the date of written notice.

ARTICLE 19

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, 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 Contract.
- 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 Contract Term and following completion of this Contract.
- D. Upon completion of this Contract, 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 20

CONTRACT MADE IN FLORIDA

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

ARTICLE 21

NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three days after depositing such notice or communication in a postal receptacle, or one day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:	TO COMPANY:
(MAIL DELIVERY)	(MAIL DELIVERY)
Hillsborough County Aviation Authority	<insert>
Tampa International Airport	<insert>
P.O. Box 22287	<insert>
Tampa, Florida 33622-2287	<insert>
Attn: Chief Executive Officer	<insert>
OR	
(HAND DELIVERY)	(HAND DELIVERY)
Hillsborough County Aviation Authority	Same
Tampa International Airport	
4160 George J. Bean Parkway	
Suite 2400, Administration Building	
Tampa, Florida 33607-1470	
Attn: Chief Executive Officer	

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 22

SUBORDINATION OF AGREEMENT

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

ARTICLE 23

SUBORDINATION TO TRUST AGREEMENTS

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

ARTICLE 24

ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

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

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

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Contract during the remainder of the Term. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority. At the assignment date Company will no longer be liable of any non-performance of the Contract. It will remain liable for any non-performance made before such date.

ARTICLE 25

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 Contract, will be badged with an Airport identification badge (hereinafter referred to as "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 Contract, or upon written request by Authority, Company will be assessed a \$100.00 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 such employee's Badge must be returned to Authority promptly.

ARTICLE 26

VENUE

Venue for any action brought pursuant to this Contract 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 27

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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

This Contract will be terminated in accordance with Florida Statute Section 287.135(3) 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, 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 28

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 29

RIGHT TO AMEND

In the event that the United States Governments including but not limited to the FAA and TSA or their successors, Florida Department of Transportation or its successors, or any other governmental agency requires modifications or changes in this Contract as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required for the Authority to obtain such funds.

ARTICLE 30

TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

ARTICLE 31

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 32

FAA APPROVAL

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

ARTICLE 33

AGENT FOR SERVICE OF PROCESS

Company agrees 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 the State of Florida, or is a foreign corporation, then Company designates the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Contract, and the service will be made as provided by the laws of the State of Florida for service upon a non-resident. Company agrees that if for any reason service of such process is not possible, and Company does not have a 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 Contract or, in the event of a foreign address, delivery by Federal Express. 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. Company 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 34

INVALIDITY OF CLAUSES

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

ARTICLE 35

HEADINGS

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

ARTICLE 36

SEVERABILITY

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

ARTICLE 37

COMPLETE CONTRACT

This Contract represents the complete understanding between the Parties, and any prior contracts, agreements or representations, whether written or verbal, are hereby superseded.

This Contract may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Contract.

ARTICLE 38

MISCELLANEOUS

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

ARTICLE 39

ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

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

ARTICLE 40

ORDER OF PRECEDENCE

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

[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 _____, 2021.

**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: _____
Elita McMillon, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, in the capacity of Chairman of the Board of Directors, and _____, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

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

COMPANY _____

Signed in the Presence of:

BY: _____
Signature

Witness

Title

Printed Name

Printed Name

Printed Address

Witness

City/State/Zip

Printed Name

COMPANY _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledge before me this _ day of _____, 2021,

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 Services

This Scope of Services details the type of services and deliverables that Company will provide during the term of this Contract. Work will only begin upon the issuance of a purchase order or work plan for additional services. Note: Authority does not guarantee any work.

A. Services

Company will provide the following maintenance and support services during the term of this Contract. Authority reserves the right, in its sole discretion, to expand, reduce, modify, or add Services. Upon completion of any expansion, reduction, modification or addition to the services, such changes will be included in this Contract by letter from the Authority's Vice President of Information Technology Services to Company without the need for formal amendment to this Contract.

During the Term of this Contract, Company shall:

1. Maintain at all times all required licensing requirements, qualifications, certifications, and authorizations for the performance of the Services under this Contract.
2. Perform software maintenance of the CUSS operating system software (CUSS platform).
3. Perform software maintenance of the IMS operating system software (IMS platform).
4. Be responsible for ensuring ongoing compatibility of CUSS platform and IMS platform software with Authority IER CUSS Kiosk.
5. Provide software patches for CUSS platform and IMS platform, 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 Contract. Authority reserves the option of implementing the patches including but not limited to corrective patches and updates or not.
6. Ensure all future platform releases, patches, enhancements, updates and upgrades deployed by Company and approved in advance by Authority during the term of this Contract becomes part of the CUSS platform and IMS platform utilized by the Authority.
7. Ensure CUSS platform and IMS platform compatibility with future vendor patches, upgrades, releases and enhancements to operating systems as may be utilized with Authority IER kiosks, including but not limited to Microsoft Windows.
8. Be responsible for ensuring the CUSS platform and IMS platform utilized by Authority remains compatible with emerging industry standards as recognized by the International Air Transport Association.
9. Warrant that all Services performed under this Contract will, at time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. 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.

- a. 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.
 - b. If the Authority does not require correction or re-performance, the Authority may make an equitable adjustment in the Contract price.
10. Provide remote 24/7 technical support of CUSS platform and IMS platform including all third party software applications used in the CUSS platform and IMS platform by Company.
 11. Coordinate all remote and physical access into CUSS platform and IMS platform with Authority.
 12. Advise Authority of current service packs and patch versions that have tested compatible with CUSS platform and IMS platform and that should be installed on servers and IER kiosks models procured and managed by Authority.
 13. Complete and submit Exhibit F Authority Information Technology Services Change Request Form prior to implementation of all CUSS platform and IMS platform releases, upgrades or improvements.
 14. Provide software modifications to correct all defects in the CUSS platform and IMS platform arising from installation of any modification provided by Company. No hours or charges will be incurred by Authority for this corrective work.
 15. Warrant all software provided in this Contract, including firmware as warranted by third party suppliers, is free from defects in material and workmanship under normal operating use and service.
 16. Company is responsible for providing annual training including relevant materials such as user guides on any new functionality or changes to the CUSS or IMS platforms through the term of this Contract at no additional cost. The purpose of the training will be to ensure Authority ITS can continue to perform basic troubleshooting tasks. All training will be documented to identify content, purpose, trainees, instructors and date(s). Both Parties will be provided copies of all training documentation. Both Parties will mutually agree to the delivery method of the training to include in-person, virtual, or on-demand content.

B. 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. Support activity prioritization, response and resolution expectations are based on impact and urgency.

Category	Description
P1-High	<p>The damage caused by the incident increases considerably over time. Loss of important system functionality. Loss of data and/or inaccurate reporting. Complete system outage affecting all kiosk functionality</p> <p>Multiple airlines are affected and/or inconvenienced in some way. Passenger processing is negatively impacted. Damage to the reputation of the Airport is likely</p>
P2-Medium	<p>A minimal number of kiosks are affected and/or able to deliver an acceptable service but this requires extra effort. Single Airline affected across all kiosks Loss of non-essential system functionality. Non-essential inaccuracy within system.</p> <p>Damage to the reputation of the Airport is likely to be minimal.</p>
P3-Low	<p>Authority requests and inquires. No impact to airlines or Airport.</p>

A. Response Targets and 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. Company shall be required to respond within the applicable Response Target. Restoration of Service time based on priority level for the incident as set by Authority is outlined below.

Priority	Hours of Support	Response Target	Resolution Target
P1 – High	24 x 7	15 minutes	1 hour
P2 – Medium	Business hours	2 hours	1 business day
P3 – Low	Business hours	1 business day	5 business days

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 CUSS platform and IMS platform, and to certify that the incident has been corrected.

3. Above priority levels do 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
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.

C. After Action Review

Company will provide a draft an After Action Review within forty-eight (48) hours of any High Incident in accordance with Section A above or emergency maintenance performed by Company or its suppliers to Authority. Company will complete Exhibit C, After Action Review Template for all reported High Incidents and forward it to the Vice President of Information Technology Services or designee. The Authority may request a meeting with Company regarding a submitted After Action Review.

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.

D. 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.

1. Company Responsibilities

Company represents and warrants that it does not develop payment application software for Company's CUSS Platform and the 919e Kiosk are equipped with hardware compatible which complies with all current applicable PCI-DSS requirements. Company will provide Authority Vice President of Information Technology Services or designee valid documentation of hardware compliance upon execution of this Contract and within 48 hours upon Certification renewal dates thereafter.

During the Term of this Contract, Company shall ensure compliance with the latest version of the IATA standards for payment on a CUSS kiosk, 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 documented evidence hardware of PCI DSS compliance.

2. 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. Company does not assume ownership of the network and does not provide penetration or scanning services.

C. Contacts

1. Authority's Contact Person

Authority's Vice President of Information Technology Services or designee will be responsible for notifying Company regarding required work and will be Company's primary contact for all services under this Contract.

2. Company's Contacts

a. Project Manager

Company has designated Dan Joliet as the Project Manager.

Company must not remove such Project Manager from providing the services contemplated by this Contract; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of the Contract. Authority will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the Project Manager being replaced. Company will not make any personnel changes of the Project Manager until written notice is made to and approved by Authority's Vice President of Information Technology Services or designee.

[The remainder of this page was intentionally left blank]

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 High 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 AND BUSINESS DEVELOPMENT EXPENSES

PURPOSE: To provide that board members, the Chief Executive Officer, and Authority employees who properly incur travel expenses and business development expenses in conducting the business of the Authority are reimbursed for such travel expenses.

LEGAL CONSIDERATION: Section 6(2)(h) of 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. Section 6(2)(w) and 6(2)(xx) of the Hillsborough County Aviation Authority Act authorize 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. Florida Administrative Code Rule 69I-42.010 allows for reimbursement of specific incidental traveling expenses including actual portage charges and actual laundry, dry cleaning and pressing expenses in accordance with the Rule. 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:

Travel Purpose:

All Authority travel must provide benefit to the Authority. All travelers will exercise good judgment in incurring business and travel-related expenses. All travelers will comply with this Policy and Standard Procedure S412.01, Travel Expense and Subsistence.

Travel Approval:

1. All reimbursable travel for Board members and Authority employees will be approved by the Chief Executive Officer (CEO) or designee. The CEO will approve the travel for those individuals reporting directly to the CEO. All other employee’s travel will be approved by their Vice President. Such approval must be made in advance of travel for all Authority employees under the Director level.
2. To be reimbursed, all travel and reimbursable expenses must be incurred while on Authority business.

EXHIBIT E
AUTHORITY POLICY P412
TRAVEL AND BUSINESS DEVELOPMENT EXPENSES

Travel by Air Carrier:

1. 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 all additional costs.
2. Authority employee reimbursements or advancements for travel will be based upon Coach Class fares (i.e. not First or Business Class airfare), supported by appropriate receipt.
3. If a board member, the CEO, a Vice President, or Assistant Vice President is traveling to a destination outside of the North American continent and the traveler is scheduled to engage in the business of the Authority within the next business day of arriving at the destination, or if the traveler commences the return trip within the next business day of engaging in the business of the Authority, such reimbursements or advancements may be made based upon Business Class airfare supported by appropriate receipt.

Any other Business Class travel for other Authority staff for travel outside of the North American continent must be approved in advance by the department Vice President.

4. All individuals traveling on behalf of the Authority may personally retain their frequent flyer mileage.

D. Registration Fees:

The traveler will be reimbursed for all registration fees at 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.

E. Lodging:

Hotel or accommodation charges must be at a single occupancy rate and substantiated by an itemized receipt reflecting all charges for the entire stay. The traveler is expected to exercise his or her best judgment and reasonableness in the selection of lodging. The location of the hotel should be as convenient as possible to the place where the business of the Authority will be transacted.

F. Meals and Incidental Expenses:

EXHIBIT E
AUTHORITY POLICY P412
TRAVEL AND BUSINESS DEVELOPMENT EXPENSES

Meals and incidental expenses within the continental United States will be reimbursed in accordance with the General Service Administration (GSA) meals and incidental expenses 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 and incidental expenses 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)".

Incidental expenses eligible for reimbursement are defined by Florida Statute Section 112.061 (8) (a) and include taxi fare, ferry fares, bridge, road and tunnel tolls, storage or parking fees, and communication expenses.

No allowance will be made for meals when travel is confined to the Authority's Metropolitan Statistical Area.

Reimbursement for meals which were also included in a conference or convention registration fee or a travel or lodging fee will be reimbursed only upon reasonable written explanation of expenses.

G. Other Travel Expenses:

Other travel expenses eligible for reimbursement 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 days and where such expenses are necessarily incurred to complete the official business.

Itemized receipts are required for reimbursement of all individual expenses which are higher than \$25.

H. Foreign exchange rates:

Authority will reimburse traveler for the difference between the official daily foreign exchange rate and the transaction rate, in addition to any applicable fees.

EXHIBIT E
AUTHORITY POLICY P412
TRAVEL AND BUSINESS DEVELOPMENT EXPENSES

I. Travel by Personal or Rental Vehicle:

Board members, the CEO, Vice Presidents and Assistant Vice Presidents are authorized to use their personal vehicle or procure a rental 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 employee's Vice President.

Except for travel within the State of Florida, utilization of a personal vehicle by all other Authority employees must also be approved in advance of travel in writing by the employee's Vice President. Reimbursement of 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. 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.

J. Travel Report:

Prior to receiving final reimbursement for travel, all employees below the level of Director must submit to the employee's Vice President a report of the major accomplishments and benefits to the Authority as a result of the travel.

K. Travel by Consultants:

All consultants performing work for the Authority, or its contractors, will be reimbursed for travel expenses in accordance with this Policy.

L. Business Development Purpose:

All business development expenses incurred must provide benefit to the Authority. All employees will exercise good judgment in incurring business and travel-related expenses.

M Business Development Expenses:

1. Business development meal, beverage (including alcoholic), and other expenses may be incurred locally or while traveling. When the CEO, a Vice President, or an Assistant Vice President engage in business development activities that require meeting with non-Authority personnel, such employee may be reimbursed for actual, reasonable, and appropriately documented expenses related to the business development activity.

EXHIBIT E
AUTHORITY POLICY P412
TRAVEL AND BUSINESS DEVELOPMENT EXPENSES

These types of expenses for other Authority staff must be approved in advance by the department Vice President.

2. 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.
3. 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 some revenue or financial benefit.
4. The employee must provide detailed itemized receipts for all business development expenses larger than \$25.

N Working Meals:

1. 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 full-day or half-day Authority-wide or department strategic planning sessions.
2. 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.
3. Notwithstanding subparagraph 2 above, Executive staff, 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. Such purchased meals by Directors or Managers must be approved in advance by the appropriate Vice President.
4. Meals shall not be provided for recurring meetings (i.e., weekly staff meetings).
5. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.

EXHIBIT E
AUTHORITY POLICY P412
TRAVEL AND BUSINESS DEVELOPMENT EXPENSES

6. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.
7. Working meals will be reimbursed upon presentation of appropriate documentation.

Exhibit F
Authority Information Technology Services
Change Request Form

Change Request	
Number:	Approval:
Requested by:	Type:
Configuration item:	State:
Priority:	On hold:
Risk:	Conflict status:
Impact:	Conflict last run:
	Assignment group:
	Assigned to:
Short description:	
Description:	
User input:	
On hold reason:	

Planning
Justification:
Implementation Plan:
Risk and impact analysis:
Backout plan:
Test plan:
Problem Related?:

Schedule	
Requested by date:	Actual start date:
Planned start date:	Actual end date:
Planned end date:	
CAB required:	CAB delegate:

Conflicts

Notes	
Watch list:	Work notes list:
Additional comments:	
Work notes:	

Closure Information
Close code:
Resolution reason: