

Hillsborough County Aviation Authority

MAINTENANCE CONTRACT  
FOR  
BAGGAGE SYSTEMS  
TECHNICAL SUPPORT

COMPANY: BROCK SOLUTIONS US SYSTEMS LLC

Term Date: July 6, 2021 through July 5, 2026

Board Date: June 3, 2021

## TABLE OF CONTENTS

### **ARTICLE**

|            |  |
|------------|--|
| ARTICLE 1  | CONTRACT   |
| ARTICLE 2  | SCOPE OF WORK  |
| ARTICLE 3  | TERM   |
| ARTICLE 4  | FEES AND PAYMENTS  |
| ARTICLE 5  | TAXES  |
| ARTICLE 6  | OWNERSHIP OF DOCUMENTS                                     |
| ARTICLE 7  | QUALITY ASSURANCE  |
| ARTICLE 8  | NON-EXCLUSIVE  |
| ARTICLE 9  | DEFAULT AND TERMINATION                                    |
| ARTICLE 10 | CANCELLATION   |
| ARTICLE 11 | INDEMNIFICATION  |
| ARTICLE 12 | ACCOUNTING RECORDS AND AUDIT REQUIREMENTS                  |
| ARTICLE 13 | INSURANCE  |
| ARTICLE 14 | NON-DISCRIMINATION   |
| ARTICLE 15 | WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE               |
| ARTICLE 16 | AUTHORITY APPROVALS  |
| ARTICLE 17 | DATA SECURITY  |
| ARTICLE 18 | DISPUTE RESOLUTION   |
| ARTICLE 19 | NON-EXCLUSIVE RIGHTS                                       |
| ARTICLE 20 | WAIVER OF CLAIMS   |
| ARTICLE 21 | COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES       |
| ARTICLE 22 | COMPLIANCE WITH PUBLIC RECORDS LAW                         |
| ARTICLE 23 | CONTRACT MADE IN FLORIDA                                   |
| ARTICLE 24 | NOTICES AND COMMUNICATIONS                                 |
| ARTICLE 25 | RIGHT TO DEVELOP AIRPORT                                   |
| ARTICLE 26 | RIGHT OF FLIGHT  |
| ARTICLE 27 | SUBORDINATION OF AGREEMENT                                 |
| ARTICLE 28 | SUBORDINATION TO TRUST AGREEMENT                           |
| ARTICLE 29 | ASSIGNMENT AND SUBCONTRACTING / SUBLEASING                 |
| ARTICLE 30 | SECURITY BADGING   |
| ARTICLE 31 | VPN  |
| ARTICLE 32 | VENUE  |
| ARTICLE 33 | PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES |
| ARTICLE 34 | RELATIONSHIP OF THE PARTIES                                |
| ARTICLE 35 | RIGHT TO AMEND   |
| ARTICLE 36 | TIME IS OF THE ESSENCE                                     |
| ARTICLE 37 | COMPANY TENANCY  |
| ARTICLE 38 | AMERICANS WITH DISABILITIES ACT                            |
| ARTICLE 39 | FEDERAL RIGHT TO RECLAIM                                   |
| ARTICLE 40 | PROPERTY RIGHTS RESERVED                                   |
| ARTICLE 41 | FAA APPROVAL   |

|            |   |
|------------|---|
| ARTICLE 42 | AGENT FOR SERVICE OF PROCESS                      |
| ARTICLE 43 | INVALIDITY OF CLAUSES                             |
| ARTICLE 44 | SEVERABILITY                                      |
| ARTICLE 45 | HEADINGS  |
| ARTICLE 46 | COMPLETE CONTRACT                                 |
| ARTICLE 47 | MISCELLANEOUS                                     |
| ARTICLE 48 | ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT |
| ARTICLE 49 | ORDER OF PRECEDENCE                               |
| ARTICLE 50 | CONTRACT CHANGES                                  |

ATTACHMENT A – WORK COST PROPOSAL QTL09789

|           |  |
|-----------|--|
| EXHIBIT A | WORK ORDER FORM  |
| EXHIBIT B | CONTRACTUAL INSURANCE TERMS AND CONDITIONS                         |
| EXHIBIT C | AUTHORITY POLICY P412, TRAVEL AND BUSINESS<br>DEVELOPMENT EXPENSES |
| EXHIBIT D | REMOTE ACCESS TO AUTHORITY INFORMATION SYSTEMS                     |

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
Maintenance Contract for Baggage Handling System Hardware/Software Support

This Maintenance Contract for Baggage Systems Technical Support (hereinafter referred to as Contract) is made and entered into this 3rd day of June 2021 between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as Authority), and Brock Solutions US Systems LLC a limited liability corporation organized and existing under the laws of the State of Texas, 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. Airport:** Tampa International Airport.
- B. Authority Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.
- C. Baggage Handling System (BHS):** Conveyors installed at the Airport terminals for transport of checked baggage from ticket counters to areas where bags can be loaded onto aircraft.
- D. CEO:** Authority Chief Executive Officer or designee.
- E. 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.
- F. Director of Maintenance or designee:** Authority representative responsible for notifying Company regarding work and extra work.
- G. Extra Work:** Work beyond the normal required services as specified in Article 2, Scope of Work, that is priced and authorized by Authority by signed Work Order.
- H. FAA:** The U.S. Department of Transportation Federal Aviation Administration or any

successor thereto.

- I. **Human-Machine Interface (HMI):** A graphics-based visualization interface between human beings and machines providing industrial control and monitoring of a system.
- J. **Level 1 Support:** Front line immediate support by Authority personnel to troubleshoot and resolve BHS issues.
- K. **Level 2 Support:** Supplemental support by Company personnel to assist in troubleshooting and resolving BHS issues.
- L. **Lower (Machine) Level Controls:** Supervisory Control and Data Acquisition (SCADA) software and input/output hardware, such as a Programmable Logic Controller (PLC).
- M. **Main Terminal:** The nine-level structure that, as of the Effective Date, contains baggage claim, airline ticket counters and transfer levels, and six short-term parking levels.
- N. **Maintenance Manager:** Authority representative responsible for the day to day coordination of Company's contract 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. **Programmable Logic Controllers (PLC):** A digital computer used for automation of typical industrial electromechanical processes, such as control of machinery on baggage handling systems.
- P. **Services:** Work performed by the Company in satisfaction of Scope of Work.
- Q. **Support Engineer:** Company's representative comprehensively familiar with the Authority's BHS, providing technical assistance to Authority in accordance with Exhibit A, Scope of Work.
- R. **Transportation Security Administration (TSA):** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.
- S. **Upper Level Controls:** Software and hardware providing data storage, alarming functions and communications from upper-level SCADA devices.
- T. **Virtual Private Network (VPN):** The secure, network connection that provides the Company with access to Authority system.

**U. Work Order:** A form used to document the scope and cost of any authorized Extra Work and signed by both Company and Authority.

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 the Authority, the Exhibits may be modified from time to time by letter to Company without formal amendment to this Contract.

- A. Exhibit A, Work Order Form
- B. Exhibit B, Contractual Insurance Terms and Conditions
- C. Exhibit C, Authority Policy P412, Travel and Business Development Expenses
- D. Exhibit D, Remote Access to Authority Information Systems

ARTICLE 2  
SCOPE OF WORK

2.01 Company agrees to provide Level 2 Support and will respond within 30-minutes or less from the time Company acknowledged receipt of an initial support request. The Support Engineer will troubleshoot via telephones and/or Internet-based support for the subscribed BHS systems and BHS elements listed below:

- A. BHS Systems
  - 1. Landside – West
  - 2. Airside E
  - 3. Airside F
- B. BHS Elements
  - 1. Lower (Machine) Level Controls (e.g. PLCs, MCPs, field devices, etc.)
  - 2. HMI
  - 3. Upper Level Controls software

Company will provide a web-based Support Portal to Authority to increase speed of response and improve efficiency of support. As a backup method of contact, a toll-free phone number will also be available. When Company's Support Engineer is engaged to work an issue, they will remain involved in the troubleshooting process until the problem has been resolved or no further work is necessary. During the course of troubleshooting an issue, it might be necessary for the Brock Solutions team to make small, non-security related program modifications to restore operations to the system. All of these modifications will be monitored and tested to ensure that functionality has been restored

and in some cases, diagnostic code (“traps”) might be added to the programs for further investigation.

Company’s Support Engineer, will provide corrective software maintenance to maintain the BHS software. Company will review the “Hardware/Software Log(s)”, making any required software correction, and provide any enhancement recommendations in the form of a report to Authority.

2.02 An onsite Controls audit and/or personnel training may be requested by Authority through Extra Work. Dates, times, and the specific schedules applicable for each visit will be coordinated with and approved by Authority representative at least five (5) working days prior to the visit. Company’s service personnel shall report to Authority at the start and completion of each visit, and said service personnel shall keep Authority informed of the work. At the conclusion of the visit, Company will prepare a report documenting the visit which will include, in addition to any other pertinent data: times of arrival and departure, the total time spent on each issue, materials replaced, software changes, the hours any equipment was out of service, the specific components which were inspected and/or adjusted and worker’s names and employee numbers. A completed copy of the service maintenance form shall be submitted on a monthly basis or more frequently as required. A complete maintenance log shall be available to Authority each month.

2.03 A VPN connection to the site (with access to each BHS system) is required. A VPN user account will be provided by Authority. Required Authority Information Technology Services Department (ITS) forms and procedures will be maintained by Company support personnel. Company will test VPN connections monthly and immediately report non-working VPN connections to Authority’s Contract Manager.

#### 2.04 Extra Work and Changes in the Work

Without invalidating this Contract, Authority may, at any time, order additions, deletions or revisions in the Work specified in the Contract by written Work Order signed by Authority. In the event the Work will result in any extra charges to Authority, Company shall immediately so advise Authority in writing of the amount of the extra charges and Authority shall specifically authorized the charges before the Work proceeds.

Upon receipt of the approved written Work Order, Company shall proceed with the Work involved. All such work shall be executed under the applicable conditions of the Contract. Authority shall have the right to make changes to the scope and character or quantity of the Work as may be considered necessary or desirable to complete the proposed service in an acceptable and satisfactory manner. No Work in addition to that contemplated by this Contract shall be paid for unless authorized by written Work Order prior to the performance of such Work.

- A. If Extra Work not included in this Contract is requested by Authority for examination, repair, or emergency call back service, Company's rate shall be \$180 per hour fixed for the five (5) year contract term.
- B. In case a satisfactory adjustment in price or time cannot be reached for any item requiring Extra Work, Authority reserves the right to make such arrangements as may be deemed necessary to complete that Extra Work.
- C. Authority may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract documents.
- D. All additional work will be reviewed and must receive prior approval, in writing, by Authority's Director of Maintenance or designee on a case-by-case basis.

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 July 6, 2021 and will continue through July 5, 2026 unless terminated earlier as provided herein.

3.03 Commencement of Fees and Charges

All fees and charges hereunder will commence on July 6, 2021 and will continue for the Term of this Contract.

3.04 Commencement of Operations

Company will begin providing Services on July 6, 2021 and will continue through the Term of this Contract.

3.05 Early Termination

Authority may terminate this Contract, without cause, by giving thirty (30) days written notice to Company.



ARTICLE 4  
FEES AND PAYMENTS

4.01 Payment

- A. Authority agrees to pay Company and Company agrees to accept from the Authority, in full consideration for the performance by the Company of all its duties and obligation under this Contract, the following amounts, fixed for the five (5) years:

|   |   |  |
|---|---|--|
| 1 | Monthly retainer for described telephone and/or Internet-based response by Support Engineer (includes no hours). Prices are fixed for five (5) years.   | \$1,666.66<br>per month                                  |
| 2 | Hourly labor rate for Support Engineer to provide telephone and/or Internet-based response. Rate is fixed for five (5) years.   | \$180.00<br>per hour                                     |
| 5 | Onsite visits, which may be requested by the Authority and used for controls, audit, training, etc. per the Authority's desires. Travel costs will be approved in advance by the Director of Maintenance or designee, and will be paid in accordance with Exhibit C, Authority Policy P412, Travel and Business Development Expenses. | \$180.00<br>per hour<br>plus<br>approved<br>travel costs |

- B. The minimum call charge for the above Item No. 2 response labor rate is dependent upon the time of the day and day of the week the response is solicited by the Authority:

|                                |            |
|--------------------------------|------------|
| Mon thru Fri; 08:00 -17:00 ET  | 30 minutes |
| Mon thru Fri, 17:01 – 23:00 ET | 1 hour     |
| Sat and Sun; 08:00 – 23:00 ET  | 1 hour     |
| Mon thru Sun; 23:00 – 08:00    | 1 hour     |
| Holidays                       | 1 hour     |

- C. Company's observed holidays are dependent upon which Brock Solutions office provides the response, Canadian or United States. Holidays for the Contract are:

|                  |                             |
|------------------|-----------------------------|
| Canada Office    | United States Office        |
| Civic Holiday    | Martin Luther King, Jr. Day |
| Labour Day       | Memorial Day                |
| Thanksgiving Day | Independence Day            |
| Christmas Day    | Labor Day                   |
| Boxing Day       | Thanksgiving Day            |
| New Year's Day   | Day after Thanksgiving      |
| Family Day       | Christmas Day               |
| Good Friday      | New Year's Day              |
| Victoria Day     |                             |
| Canada Day       |                             |

#### 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 include at a minimum the invoice date, invoice amount, dates of services, and purchase order number.

#### 4.03 Travel and Business Development Expenses

Although Company travel is not anticipated for the provision of Services or Extra Work under this Contract, travel costs approved in advance by Director of Maintenance or designee, will be paid in accordance with Exhibit D, Authority Policy P412, Travel and Business Development Expenses.

#### 4.04 Payment Method

Company will receive electronic payments via Automated Clearing House (ACH) – VIP Supplier, ACH – Standard, ePayables, or Authority Purchasing Card (PCard). Information regarding the electronic payment process including net terms is available on authority website at [www.TampaAirport.com](http://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 the Contract in coordination with Accounts Payable.

#### 4.05 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 work performed prior to the effective date of termination; and

B. Expenses incurred by Company in effecting the termination of the Contract as approved in advance by Authority.

#### 4.06 Prompt Payment

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

## ARTICLE 5

### TAXES

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

ARTICLE 6  
OWNERSHIP OF DOCUMENTS

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics made by Company or its employees incident to, or in the course of, professional services to Authority, will be and remain the property of Authority. Notwithstanding the forgoing, all Company supplied background IP as well as all resulting IP developed by Company through course of the Contract, and included as part of the Contract deliverables will be owned exclusively by Company, but Company grants to Authority a permanent, nonexclusive, fully paid and royalty free license to the background and resulting IP to the extent required to utilize the Contract deliverables at Authority's site for the Authority's baggage systems.

ARTICLE 7  
QUALITY ASSURANCE

Company will be solely responsible for the quality of all work performed 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 fit and suitable for the purposes intended by Authority. Company's services and deliverables must conform with all applicable federal and State laws, regulations and ordinances.

ARTICLE 8  
NON-EXCLUSIVE

Company acknowledges that Authority has, or may hire, others to perform work similar to or the same as that which is within Company's scope of work 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 9  
DEFAULT AND TERMINATION

#### 9.01 Events of Default

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

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

#### 9.02 Authority Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) days' notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Contract and, in accordance with law Company will remain liable for all payments, or other sums due under this Contract and for all direct damages suffered by Authority because of Company's breach of any of the

covenants of this Contract; or

- B. Treat the Contract as remaining in existence, curing Company's default by performing or paying the obligation which Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable as well as interest thereon, from the date such fees or charges became due to the date of payment, at 12 percent per annum or to the maximum extent permitted by law.
- C. Declare this Contract to be terminated, ended, null and void.

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

#### 9.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of any covenant of this Contract. Furthermore, unless Authority elects to cancel this Contract, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Contract as set forth in this Contract, or until this Contract is canceled by Company.

#### 9.04 Company's Remedies

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

In the event it is determined by a court of competent jurisdiction that the Authority has wrongfully terminated this Contract, then such termination shall automatically be deemed a termination for convenience under Article 4.05.

ARTICLE 10  
CANCELLATION

This Contract may be cancelled by Authority upon thirty (30) days notice to Company.

ARTICLE 11  
INDEMNIFICATION

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

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

by the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company, regardless of whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by the Owner, its members, officers, agents, employees or volunteers or any other indemnified party.

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking

damages, equitable or injunctive relief expenses, liens, losses, costs, royalties, fines, or attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from:

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

By the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers or any other indemnified party. 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.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Contract.
- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

- E. 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.
- F. 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.
- G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- H. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
- I. If the above Article A - H or any part of Article A – H is 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 12

### ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

#### 12.01 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 five years after the end of the term of this Contract. Records include, but are not limited to, operational records related to the Services provided, support for invoices submitted to Authority, detailed time keeping system records, and other books, documents, paper, and records of Company directly pertinent to this Contract. For clarity, any such audit shall not, directly or indirectly, reveal Supplier's profitability, profit margin or trade secrets. Company will not destroy any records related to this Contract without the express written permission of Authority.



## 12.02 Financial Reports

Company will submit all financial reports related to the Services performed under this Contract required by Authority, in the form and within the reasonable time period required by Authority.

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

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

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. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Authority auditors to conduct the engagement as set forth in this Article. Or, Company may transport Authority team to Company headquarters for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority team. In the event Company maintains its accounting or 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 the 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 relevant records as needed.

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00), in addition to all other contractual financial requirements, for each item in a records request, per calendar day, for each time Company is late in submitting requested records to perform the engagement. Such damages may be assessed beginning on the eighth (8th) day following the date the request was made. Accrual of such damages 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 the overcharge and the Authority may assess interest of 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 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 13 INSURANCE

#### 13.01 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 officers, agents, volunteers and employees are included as additional insured.

#### 13.02 Required Coverage – Minimum Limits

##### A. Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this 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, Company under this Contract or the use or occupancy of Authority premises by, or on behalf of, Company in connection with this Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

Contract Specific

|   |             |
|---|-------------|
| General Aggregate                               | \$2,000,000 |
| Each Occurrence                                 | \$2,000,000 |
| Personal and Advertising Injury Each Occurrence | \$2,000,000 |
| Products and Completed Operations Aggregate     | \$2,000,000 |

B. Workers' Compensation and Employer's Liability Insurance

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

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

C. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01.

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

|   |             |
|---|-------------|
| Each Occurrence – Bodily Injury and Property<br>Damage combined | \$1,000,000 |
|---|-------------|

D. Waiver of Subrogation

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

E. Cyber Liability & Data Storage

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

1. **Network Security Liability** covering liability for failures or breaches of network security and unauthorized access, including hackings and virus transmission or other type of malicious code, and electronic disclosure or use of confidential information, including personally identifiable information and personal health information, whether caused by Company, any of its subcontractors, or cloud service providers used by Company;

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

The minimum limits of liability shall be:

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

### 13.03 Conditions of Acceptance

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

## ARTICLE 14 NON-DISCRIMINATION

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

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

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

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

- I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company’s programs (70 Fed. Reg. at 74087 to 74100); and
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

14.03 In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company’s obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

14.04 Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

14.05 In the event of Company’s non-compliance with the non-discrimination provisions of this 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.

14.06 Company will include the provisions of Paragraphs 14.01 through 14.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a

means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.

- 14.07 Company assures that, in the performance of its obligations under this 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 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 Expectancy: No specific expectancy 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 the Contract will be a material violation of the 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 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 Chief Executive Officer, or designee, is hereby empowered to act on behalf of Authority.

ARTICLE 17  
DATA SECURITY

Company will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third party data that Company may gain access to or be in possession of in providing the services of this 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 the services of this Contract by such personnel.

Company and its employees, vendors, subcontractors, and subconsultants will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by the Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, Company will promptly:

- A. Notify Authority of such breach or potential breach; and
- B. If the applicable Authority data or third party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

ARTICLE 18  
DISPUTE RESOLUTION

18.01 Claims and Disputes

- A. A claim is a written demand or assertion by one of the Parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.
- B. If for any reason Company deems that additional cost or Contract time is due to Company for work not clearly provided for in this Contract, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Contract time. Company will give Authority the opportunity to

keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.

- C. Written notice of intention to claim must be made within ten (10) days after Company first recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost or Contract time is based has been completed, Company will, within ten (10) days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Contract and maintain effective progress to complete the work within the Contract time(s) set forth in the 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 the Contract;
  - 3. Terms of special warranties required by the Contract;
  - 4. Latent defects.

#### 18.02 Resolution of Claims Disputes

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

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

**Second Meeting:** If the First Meeting fails to resolve the dispute or if the parties fail to meet, a senior executive for Company and for the Authority, neither of which have

day to day Contract responsibilities, shall meet, within ten (10) days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Authority may invite other parties as necessary to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) 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 the Company's claims and may (1) request additional information from Company which will be immediately provided to Authority, or (2) render a decision on all or part of the claim in writing within twenty one (21) days following the receipt of such claim or receipt of additional information requested.

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

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

ARTICLE 19  
NON-EXCLUSIVE RIGHTS

This 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 20  
WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority, and its officers, Board Members, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this 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.

#### ARTICLE 21

##### COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Authority Rules, and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government including but not limited to FAA or TSA. If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within fifteen (15) days from the date of written notice.

#### ARTICLE 22

##### COMPLIANCE WITH PUBLIC RECORDS LAW

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

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 the Authority's custodian of public records, in a format that is compatible with the information technology systems of Authority.

ARTICLE 23  
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 the Contract are expressly set forth herein and this Contract can only be amended in writing and agreed to by both Parties.

ARTICLE 24  
NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

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

**TO COMPANY:**  
(MAIL DELIVERY)  
BROCK SOLUTIONS US SYSTEMS  
LLC  
8080 TRISTAR DRIVE  
SUITE 126  
IRVING, TX 75063  
ATTN: CONTRACT MANAGER

**OR**

(HAND DELIVERY)  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
  
TAMPA INTERNATIONAL AIRPORT  
SUITE 2400, ADMINISTRATIVE OFFICES BUILDING  
2ND LEVEL, RED SIDE  
TAMPA, FLORIDA 33607-1470  
ATTN: CHIEF EXECUTIVE OFFICER

(HAND DELIVERY)  
BROCK SOLUTIONS US SYSTEMS  
LLC  
8080 TRISTAR DRIVE  
SUITE 126  
IRVING, TX 75063  
ATTN: CONTRACT MANAGER

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

ARTICLE 25  
RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Company or its subcontractors and without interference or hindrance.

ARTICLE 26  
RIGHT OF FLIGHT

Authority reserves, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by Authority with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on Airport.

Company expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions to such a height so as to comply with Federal Aviation Regulations, Part 77 and Authority Height Zoning Regulations. Company further expressly agrees for itself, its successors and assigns, to prevent any interference with or adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

ARTICLE 27  
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 28  
SUBORDINATION TO TRUST AGREEMENT

This Contract and all rights of the Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by the Authority to secure bonds issued by, or other obligations of, the 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 the 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 29  
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 the Authority. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Contract.

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

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

ARTICLE 30  
SECURITY BADGING

Any employee of Company, or any employee of its subcontractors or agents requiring unescorted access to the Security Identification Display Area (SIDA) to perform work under this Contract will be badged with an Airport identification badge (Badge) provided by Authority ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Company. These costs are subject to change without notice, and Company will be responsible for paying any increase in the costs. All badged employees of Company and its subcontractors 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 liquidated damage fee, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by Authority by failure of Company to notify Authority of each Badge that is lost, stolen, unaccounted for, or not returned to Authority. This liquidated damage fee will be paid by Company within ten (10) days from the date of invoice. The liquidated damage fee is subject to change without notice, and Company will be responsible for paying any increase in the liquidated damage fee. It is mutually agreed between the Parties that the assessment of the liquidated damage fee is reasonable. The Parties agree that the liquidated damages described in this paragraph are solely for the administrative burden of failure to return the badge.

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

ARTICLE 31  
VPN

Company agrees to comply with Authority Policies and Procedures with respect to VPN access to Authority networks, including but not limited to, Exhibit D, S270.06, as it may be amended from time to time.

VENUE 32

Venue for any action brought pursuant to this Contract will be the County or Circuit Court in Hillsborough County, Florida.



ARTICLE 33  
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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 or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

ARTICLE 34  
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 35  
RIGHT TO AMEND

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

ARTICLE 36  
TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

ARTICLE 37  
COMPANY TENANCY

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.

ARTICLE 38  
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 39  
FEDERAL RIGHT TO RECLAIM

In the event a United States government agency will demand and take over the entire facilities of the Airport or the portion thereof wherein the Assigned Areas are located, for public purposes, for a period in excess of ninety (90) consecutive days, then this Contract will terminate and Authority will be released and fully discharged from any and all liability hereunder. In the event of such termination, nothing herein will be construed as relieving either party from any of its liabilities relating to events or claims of any kind whatsoever prior to such termination.

ARTICLE 40  
PROPERTY RIGHTS RESERVED

This Contract will be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereon, of which said Assigned Areas are a part. Company understands and agrees that this Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, 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 to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 41  
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 42  
AGENT FOR SERVICE OF PROCESS

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

ARTICLE 43  
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 44  
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 45  
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 46  
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 47  
MISCELLANEOUS

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

ARTICLE 48  
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 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 49  
ORDER OF PRECEDENCE

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

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

A. Terms and conditions as contained in this Contract:

B. Scope of Work Cost Proposal, QTL09789, dated January 21, 2021.

ARTICLE 50  
CONTRACT CHANGES

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

1. a change in the Scope of Work, if any;
2. a change of the Contract amount, fees, hourly rates or other costs, if any;
3. a change of the basis of payment, if any;
4. a change in Contract time, if any; and
5. changes to the terms and conditions of this Contract including, but not limited to, the W/MBE or DBE percentage rate, if any.

50.01 Claim for Payment

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

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

50.02 Right to Carry Out the Work or Services

If Company defaults or neglects to carry out the Scope of Work or Scope of Services in accordance with the Contract Documents and fails within a seven day period after receipt of written Notice from Authority to begin and prosecute correction of such default or neglect with diligence and promptness, Authority may, without prejudice to other remedies Authority may have, correct such deficiencies. In such case an appropriate change order will be issued deducting from payments then or thereafter due Company the cost of correcting such deficiencies, including compensation for another company's

or Authority's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due Company are not sufficient to cover such amounts, Company will pay the difference to Authority.

[The remainder of this page left intentionally blank.]

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

**HILLSBOROUGH COUNTY AVIATION  
AUTHORITY**

ATTEST: \_\_\_\_\_  
Jane Castor, Secretary

BY: \_\_\_\_\_  
Gary W. Harrod, Chairman

Address: PO Box 22287  
Tampa FL

Address: PO Box 22287  
Tampa FL

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

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

**Approved as to form for legal sufficiency::**

BY: \_\_\_\_\_  
Elita McMillon, Assistant General Counsel

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online authorization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by Gary Harrod, in the capacity of Chairman, and by Jane Castor, in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

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

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

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

Personally Known OR Produced Identification  
Type of Identification Produced

**Brock Solutions US Systems LLC**

Signed in the Presence of:

BY:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Address

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

\_\_\_\_\_  
City/State/Zip

**Brock Solutions US Systems LLC**

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

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

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

(Name of person)

\_\_\_\_\_, for \_\_\_\_\_  
(Type of Authority) (Name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

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

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

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

Personally Known OR Produced Identification

Type of Identification Produced



# ATTACHMENT A



## TPA - BHS Support



Client Hillsborough County Aviation  
Authority

Version 1.0

Author Troy Linden

Reference QTL09789

Date January 21, 2021

[www.brocksolutions.com](http://www.brocksolutions.com)

## Document Information

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This document is an uncontrolled copy.

## Revision History

| Version | Date             | Author      | Summary of Changes |
|---------|------------------|-------------|--------------------|
| 1.0     | January 21, 2021 | Troy Linden | Initial Release    |

# Table of Contents

|          |   |           |
|----------|---|-----------|
| <b>1</b> | <b>Executive Overview</b> .....                                     | <b>1</b>  |
| <b>2</b> | <b>Overview of Support Services</b> .....                           | <b>2</b>  |
| <b>3</b> | <b>Services</b> .....   | <b>3</b>  |
| 3.1      | Incident Management .....   | 3         |
| 3.2      | Service Reporting .....   | 4         |
| 3.3      | Change Management .....   | 4         |
| 3.3.1    | Planned Changes.....  | 4         |
| 3.3.2    | Unplanned Changes.....  | 5         |
| <b>4</b> | <b>Pricing</b> .....  | <b>6</b>  |
| 4.1      | Base Contract.....  | 6         |
| 4.2      | Hourly Rate for Support.....  | 6         |
| 4.3      | Early Termination Cancellation.....                                 | 6         |
| 4.4      | Pricing Notes.....  | 6         |
| <b>5</b> | <b>Scope Model, Prerequisites &amp; Clarifications</b> .....        | <b>7</b>  |
| 5.1      | Clarifications .....  | 7         |
| <b>6</b> | <b>Commercial Terms</b> .....                                       | <b>8</b>  |
| 6.1      | Term.....   | 8         |
| 6.2      | Site Access.....  | 8         |
| 6.3      | Customer Role and Responsibilities.....                             | 8         |
| 6.4      | Invoicing and Payment.....  | 8         |
| 6.5      | Warranty and Project Performance .....                              | 9         |
| 6.6      | Ownership and Use of Intellectual Property (IP) .....               | 9         |
| 6.7      | Indemnities and Limitation of Liability .....                       | 9         |
| <b>7</b> | <b>Appendix A - Incident Management Process</b> .....               | <b>10</b> |
| 7.1      | Incident Creation and Handoff.....                                  | 10        |
| 7.2      | Incident Troubleshooting and Resolution .....                       | 12        |
| 7.3      | Incident Closeout & Supporting Cases.....                           | 13        |
| <b>8</b> | <b>Appendix B – Portal Screens and Sample Service Reports</b> ..... | <b>15</b> |
| 8.1      | Support Portal Screens.....   | 15        |
| 8.2      | Sample Service Reports.....   | 17        |

# 1 Executive Overview

Brock Solutions is pleased to provide Tampa International Airport with this proposal to support the Software, Controls and IT systems for the Landside West, Airside E, and Airside F Baggage Handling Systems (BHSs) at Tampa International Airport.

This proposal includes Level 2 support by Brock Solutions' 24/7 Service Desk with a guaranteed response time for remote troubleshooting of the described above BHS Software and Controls.

The Support Engineer will troubleshoot elements of the Lower Level Controls (e.g. PLCs, MCPs, Field Devices, etc.), HMI, and Upper Level Controls Software.

The annual fee for this support plan is **\$20,000.00 USD** for the first five (5) years.

## 2 Overview of Support Services

Brock Solutions’ Support service offerings include elements in each of the following key areas:

- Incident Management
- Reporting

The following table provides a more detailed overview of the potential services available in each of these areas, and those which are included in this proposal. The services included in this proposal are described more fully in Section 3.

| SERVICE   | INCLUDED |
|---|----------|
| Incident Management                                       |          |
| 24/7 Help Desk  | X        |
| Support Portal and Telephone Access                       | X        |
| Guaranteed Response Times                                 | X        |
| Remote Troubleshooting                                    | X        |
| Root Cause Analysis & Hot Fixes                           | X        |
| Incident Reporting  | X        |
| Service Reporting   |          |
| Monthly/Quarterly Service Reports                         | x        |
| Change Management   |          |
| Follow Customer and/or Brock Change Management Procedures | x        |

## 3 Services

### 3.1 Incident Management

Incident Management is the process of managing the lifecycle of all incidents, from report of an issue, through investigation, troubleshooting, resolution and root cause analysis (if necessary). Core to this is a 24x7 Remote Support plan that will provide Hillsborough County Aviation Authority with access to Brock Solutions’ on-call personnel who are knowledgeable about the systems and are able to handle support issues when they arise, 24 hours a day, 7 days a week.

This support plan includes a Guaranteed Response Time, as indicated in the table below.

| Severity Level | Definition  | Response Time     |
|----------------|---|-------------------|
| <b>Level 1</b> | <b>Critical Issue</b> - Incidents involving complete system failure   | 30 minutes        |
| <b>Level 2</b> | <b>Major Issue</b> - Major incidents involving downtime and affecting system operation  | 30 minutes        |
| <b>Level 3</b> | <b>Minor Issue</b> - Minor incidents which are not severely affecting the system operation, but which must be dealt with soon | 60 minutes        |
| <b>Level 4</b> | <b>Non-Critical Issue</b> - Issues which require no immediate response  | Next Business Day |

It is anticipated that front line Level 1 support will be provided by The Authority (or others), while Brock will provide Level 2 support. The Level 1 Support Team will attempt to troubleshoot and resolve most issues. However, if they are not able to resolve the issue, they will contact Brock’s Level 2 Support Team through either our online Support Portal, or our 24/7 Call Center.

The online Support Portal provides the customer with a secure interface to Brock’s Affinity Case Management System, which allows them to:

- Create New Cases
- View information about Open and Closed Cases
- Add Comments to Open Cases
- Manage Portal Users

When Brock’s Support Team is engaged to work on an issue, they will remain involved in the troubleshooting process until:

- The problem has been resolved, meaning that the root cause has been determined, the necessary course of action to fix the problem has been recommended (and usually implemented) and the necessary escalation procedure going forward has been recommended and approved by the Level 1 Support Team.
- The Level 1 Support Team determines that no further work is necessary.

Please see Appendix A for a detailed overview of the Incident Management process for a typical support incident, as well as Appendix B for some screenshots of the online Support Portal.

### 3.2 Service Reporting

Using the data in our Affinity Case Management System, Brock is able to generate several reports to provide further information to Hillsborough County Aviation Authority on the support activity. These are submitted and reviewed with the Authority on a monthly or quarterly basis. The two (2) main types of reports provided are:

- **Invoice** – The monthly Support Invoice includes a detailed list of all support cases from that month, including the reported issue, the closing resolution comment and the time spent on the case.
- **Customer Service Reports** – These reports provide summary and trend information over a given time range, displaying the information from different perspectives (e.g., Incident Counts by Severity / Origin / Type, Root Cause Analysis, Response and Resolution Times).

Please see Appendix B for a sample of these reports.

### 3.3 Change Management

Change management of production systems is a critical process to ensure the stability and availability of the system while minimizing the risk and impact of any changes. Brock Solutions is focused on providing carefully controlled change management to ensure our systems are able to support our customers' business.

Our defined change management process ensures that:

- Accurate documentation of all changes to the system are maintained.
- Risk and impact to the system is minimized through rigorous review, approval, testing, and monitoring performed for each change.
- All relevant parties are notified, aware of, and approve all changes occurring to the system.
- Contingencies are considered and prepared for.
- Change management processes are continuously improved to ensure the utmost quality.

Brock Solutions' change management policy shall to be used in conjunction with the latest change management policies and processes of Tampa International Airport, if available. If conflicting policies are present, the most stringent policy will be adopted for the customer's system.

#### 3.3.1 Planned Changes

To mitigate disruption of operations, the emphasis will be to fit appropriate changes into Planned Change windows. This approach will be employed for any major or minor software upgrades, as well as Hot Fixes.

### **Hot Fixes**

If, during the evaluation of an incident, it is deemed that a Hot Fix should be rolled out, Brock Solutions, along with Tampa International Airport, will ensure that an appropriate release window is selected. The fix will then be properly developed & tested prior to that release window.

### **3.3.2 Unplanned Changes**

Unplanned changes are intended for fixes that are urgent and cannot wait for a scheduled Release Window. This type of change will only be utilized when there is an immediate need to secure, fix, or restore functionality to Tampa International Airport 's system. Nevertheless, these unplanned changes will still follow Brock's Change Management processes (or customer's if more stringent), which generally require approval from senior management at Brock Solutions and a customer representative to be notified and accept the changes prior to them being performed.



## 4 Pricing

### 4.1 Base Contract

The Base Yearly Fee for the Tampa International Airport BHS Controls, Level 2 Remote Support Contract is **\$20,000.00 USD**.

### 4.2 Hourly Rate for Support

All support activity will be billable, the hourly rate will be **\$180 USD per hour**. Minimum billable time per call is 30 minutes. If travel is required, Brock Solutions will invoice travel costs per HCAA Travel Policy P412. Costs will be determined based on a combination of a per diem allowance for meals and actual receipts for all other expenses. Materials will be billed at cost + 15%.

### 4.3 Early Termination Cancellation

Authority may terminate the support Contract by giving thirty (30) days written notice to Brock.

### 4.4 Pricing Notes

- Prices exclude applicable taxes and bonding.
- Prices are in US dollars.

## 5 Scope Model, Prerequisites & Clarifications

This support plan is intended to cover emergency remote troubleshooting and resolution of issues which are causing downtime and other problems within the various covered systems. The associated support pricing includes a Base Monthly Fee plus T&M for any and all support activity.

### Support of Non-Brock Systems

It should be understood that support provided for non-Brock elements will be “best effort”, and our ability to resolve issues may be limited, depending on the nature of the issue (especially for the upper level controls where the software is proprietary and was originally provided by others). As such, any issues which require in-depth investigation of and/or modification to the source code (assuming it is available), will take longer to resolve than a similar issue with a system originally supplied by Brock. Where possible, Brock has acquired images of all associated upper level computers, and these can be used in the event that a catastrophic event occurs, and the hardware requires re-imaging.

### 5.1 Clarifications

1. Brock reserves the right to negotiate the terms of the contract, once the final contract is prepared. The clarifications below represent the most substantive contractual items to be negotiated based on an initial review of the draft contract.
2. Regarding Article 6 of the draft contract, Brock needs to maintain ownership of our IP and it is expected that language similar to the current contract will be added to this Article.
3. Regarding Article 11 of the draft contract, there are a number of changes to this Article compared to the language in the current contract. In negotiating the final contract, Brock may request restoration of some of the original language and/or elimination of some of the new language added and/or potentially some other changes to this language.
4. Brock is currently reviewing the insurance requirements in the draft contract, and may have additional comments or clarifications regarding these requirements.
5. In order to provide remote support for the system, a VPN connection to site is required. It is expected that this connection will be provided and maintained by Tampa International Airport (or others) throughout the support contract. It will be expected that Tampa International Airport, as Tampa International Airport owns and operates the BHS Network & Infrastructure, will work with Brock to allow firewall access to necessary remote servers such as:
  - Brock Office Servers for Support Remote Access Troubleshooting

## 6 Commercial Terms

### 6.1 Term

The term of this Agreement is for a period of five (5) years from the date on which the services commence, unless terminated earlier as provided for in this Agreement (the "Initial Term"). The term of this Agreement may be extended upon the written agreement of Customer and Brock Solutions (the "Renewal Term"). The Initial Term and the Renewal Term are collectively referred to as the "Term".

### 6.2 Site Access

Where site access at Customer's facilities is required for Services fulfillment, Brock Solutions will pre-arrange time(s) with Customer for such site access.

Brock Solutions generally expects that site time will be uninterrupted, and that Brock Solutions personnel have free and clear access to equipment and timely and reasonable assistance of Customer personnel. Should site time be interrupted for reasons attributable to Customer (or other's under Customer's reasonable care and authority) which extends Brock Solutions' time at Customer's site (and/or results in additional travel and expenses by Brock Solutions), additional charges for costs incurred by Brock Solutions may be assessed.

### 6.3 Customer Role and Responsibilities

Customer will make available to Brock Solutions all information relevant to the performance of the Services that may reasonably be required by Brock Solutions to execute the Services (e.g., sketches, drawings, specifications, other documents or queries related to the Services). Brock Solutions is entitled to rely on the accuracy and completeness of the information provided by Customer, and Brock Solutions will have no responsibility to Customer for the consequences of any error or omission in such information.

Customer will give prompt consideration (e.g., less than ten (10) business days) to all specifications, drawings and other documents or queries related to the Services that are prepared by Brock Solutions for Customer review or decisions. Delay by Customer in responding may delay completion of the Services.

Customer understands the importance of staff continuity to Brock Solutions' business and consequently Customer will in no way solicit for employment any Brock Solutions employee. Otherwise, Brock Solutions has the right to charge Customer for damages incurred.

### 6.4 Invoicing and Payment

The Support Services shall be invoiced monthly. Each monthly invoice shall include 1/12th of the fixed annual fees, plus any additional unbilled support activity costs. Terms are net 30 days from the invoice date. Interest will be billed on late payments at the rate of 1% per month (12.68% per year). Brock

Solutions reserves the right to stop work and/or suspend the Agreement for failure to pay invoices in a timely manner. Payment in full is a prerequisite to transfer of title to Customer.

Customer shall pay to Brock Solutions the amount of any applicable federal, state or local sales taxes, value-added taxes or other similar taxes that are imposed on the Services and/or Deliverables provided by Brock Solutions to Customer (unless a tax exemption certificate is furnished to Brock Solutions). Customer shall not be responsible for any taxes based upon Brock Solutions' net or gross income or net or gross receipts, or taxes which are capital, property, doing business, excess profit, net worth or franchise, or any similar taxes or charges (including any interest and penalties thereon).

### **6.5 Warranty and Project Performance**

Due to the nature of this work, no warranty is included.

### **6.6 Ownership and Use of Intellectual Property (IP)**

Brock Solutions shall retain full ownership rights to all intellectual property provided by Brock Solutions in conjunction with the project and/or services engagement (i.e. "Brock Intellectual Property"). Brock Intellectual Property includes but is not limited to all concepts, products, processes, designs, drawings, procedures, hardware, data, specifications, know-how, knowledge, methodologies, systems, programs, applications, computer software, or any other such items created or developed by Brock Solutions either prior to or during the course of performing the project and/or services for Customer.

Customer is granted a non-exclusive, permanent, worldwide and fully paid-up license to Brock Solutions' intellectual property solely in conjunction with Customer's use of the deliverables at the designated site(s) and for their intended business purpose(s) as defined by the project and/or services engagement.

### **6.7 Indemnities and Limitation of Liability**

Brock Solutions and Customer will each indemnify and hold harmless the other from all successful suits, actions, or claims because of any injury or damage to any person or property or because of any infringements of patents, trademarks, or copyrights directly attributable to the acts or omissions of the indemnifying party.

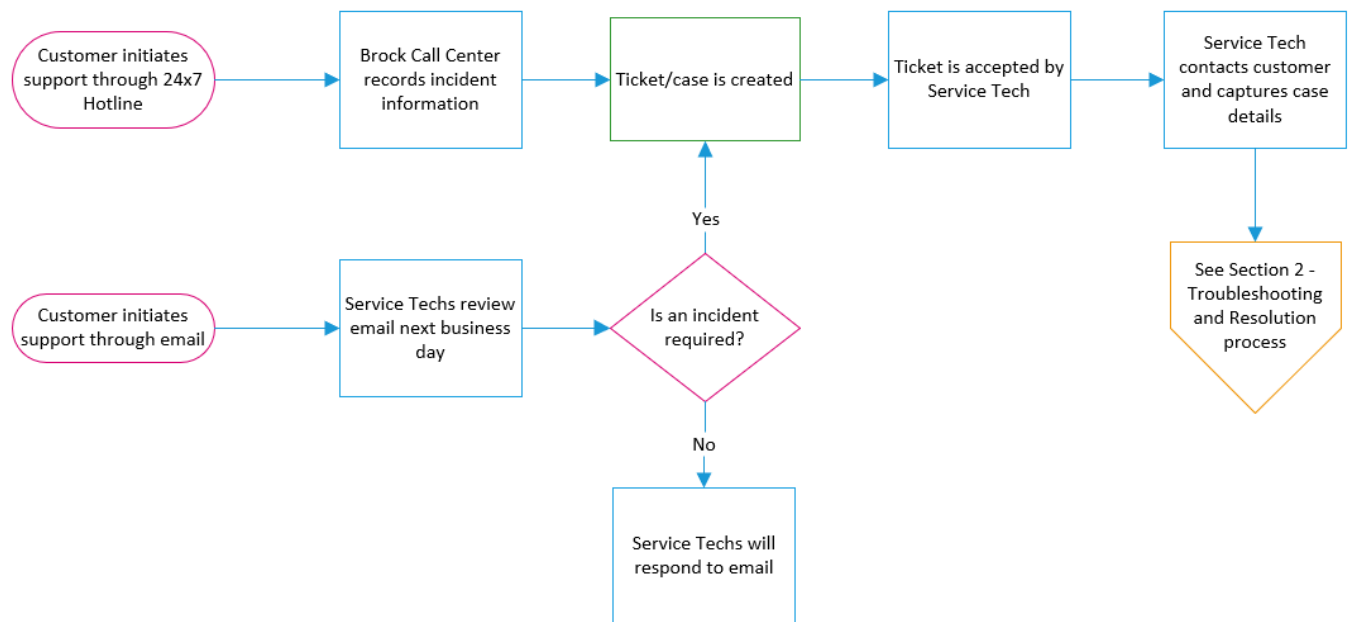
Brock Solutions' maximum liability to Customer is its proportionate share of the total liability based on degree of fault, to a maximum of the contract amount. In no event will Brock Solutions be liable for any indirect, special, consequential, incidental, liquidated, penal, or other damages.

# 7 Appendix A - Incident Management Process

The following sections provide an overview of Brock Solutions’ Incident Management process from incident creation, through to close out and supporting cases. Note that throughout this section, the terms “case” and “incident” are used interchangeably.

## 7.1 Incident Creation and Handoff

The incident creation and handoff phase begins when the customer's internal process has determined that escalation to Brock Support is necessary. The phase ends once a service tech has accepted the case and contacted the originating caller. **Please note that for guaranteed response times, the incident must be reported through either the online Support Portal, or by engaging the Call Center.**



### Online Support Portal Details

When creating a new case, the Support Portal will walk the user through a simple process to select and enter the necessary information regarding the incident. Once submitted, an appropriate service tech will be automatically notified. Please note that the Support Portal should be considered the primary method for creating new cases, with the Call Center being used only when the Portal is not accessible for some reason.

### Call Center Details

When escalating an issue to our call center, you will need to use the Toll-Free Hotline phone number. Our call center will typically answer your calls in under 90 seconds. Once on the line, you will be asked a series of questions in order to properly setup and route your incident in Brock’s Affinity Case Management System.

### Email Response Details

When reaching out to our service team via email, you will need to use the service group, specific, email address. The reason being that this email list will be monitored in a queue to ensure a 1-2 business day response. The expectation is that email inquiries will be used for low severity incidents or information requests. The email may result in a case being created, or simply a response email, depending on the nature of the email. **Email should not be used to open any urgent cases.**

### Response Escalation

Once a case is created by the call center, Brock's Affinity Case Management System immediately notify the assigned service tech. If the case is not accepted in a timely manner, the system will then automatically escalate the dispatch request in order to meet response time SLA's. **Note that response time SLA's only apply to incidents created via the Support Portal or the Call Center; email's will be responded to within 1-2 business days.** A typical escalation path is as follows:

- **1st alert:** On-Call Primary Tech
- **2nd alert:** Primary Tech; Backup Tech
- **3rd alert:** Entire Service Team
- **4th alert:** Service Team; Service Manager
- **5th alert:** Service Team; Service Manager; Account Manager
- **6th alert:** Service Team; Service Manager, Account Manager; Senior Management

### Initial Customer Update

Once the case is accepted and the customer contacted, the service tech will review the reported severity and adjust as per the definitions in the contract. The service tech will then add a customer update to the case which will automatically trigger an email from Brock's Affinity Case Management System to a predefined list of email addresses, to notify the customer of the current status of the incident. It is also possible to configure the system to alert the customer immediately on case creation. A sample initial customer update is as follows.

# TPA - BHS Support

**From:** Affinity CRM  
**Received:** Tue Aug 21 2018 19:07:51 GMT-0400 (Eastern Daylight Time)  
**To:** Mark Ruiz  
**Subject:** Case: CAS-05383-P1C0 - Configuring New Devices

Case: CAS-05383-P1C0 was recently created with the following information:

\*\*\*\*\* This email has been auto-generated, do not reply to this email \*\*\*\*\*

**Case ID:** CAS-05383-P1C0

**Customer Ticket:**

**Case Title:** Configuring New Devices

**Customer:** [Customer name here]

**Job:** [Name of Brock's Job here]

**Site:** YYZ - Toronto Pearson International Airport

**Location:** [May be used by Brock to identify sub-site location or airport terminal]

**Severity:** 4

**System:** SmartSuite - Software

**Reported Issue:** Configuration of new device needed , need to know if compatible

**Created:** 21-Aug-2018 18:12

**Customer Contact Name:** Kamlesh

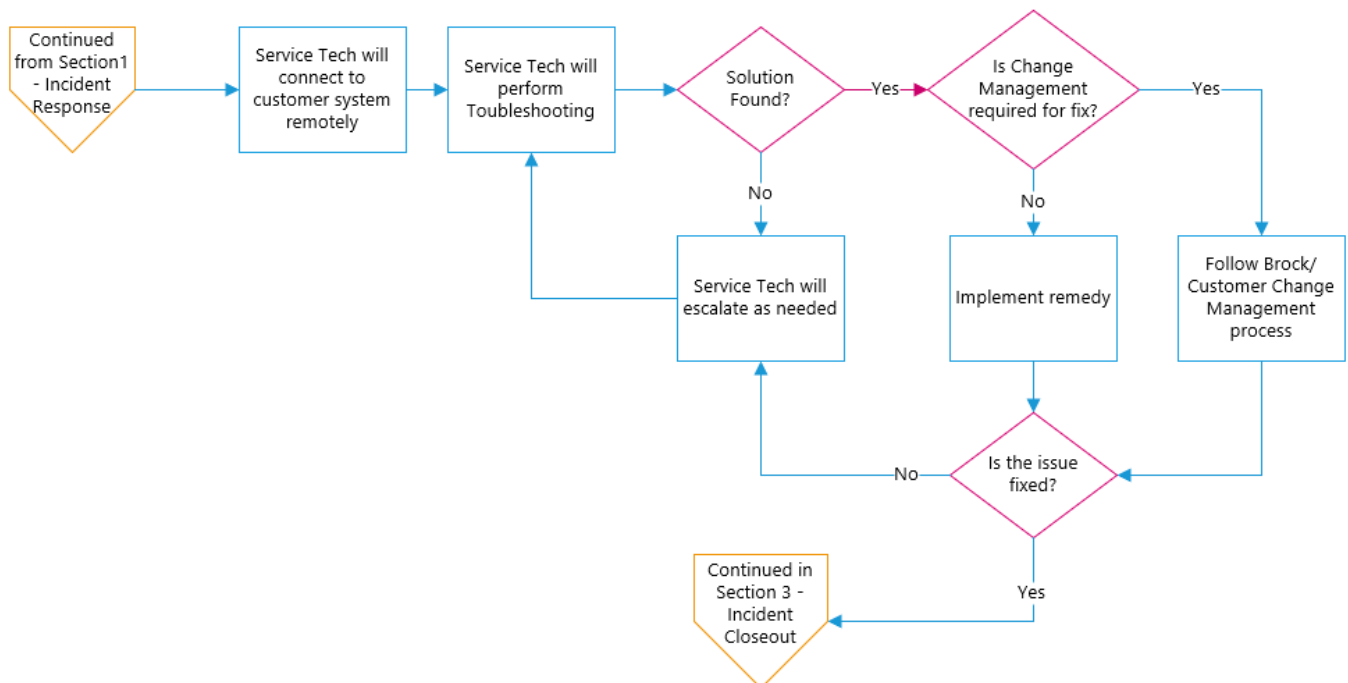
**Customer Contact Number:** [Customer contact number here]

**Comments:**

21-Aug-2018 19:07 EST (Mark Ruiz): Contacted customer: reports that they are looking to upgrade devices/get some devices newly configured. Wipro will be sending over an email with further information regarding scanners and configuration. Got the okay to follow up with Project Team tomorrow in regards to this inquire. Will proceed with putting case on hold until tomorrow morning.

## 7.2 Incident Troubleshooting and Resolution

The incident resolution phase begins once a case has been accepted by a service tech and the customer has been contacted and it ends once the incident has been resolved.



### **Customer Updates**

The customer will, at a minimum, be updated via the Affinity Case Management System customer update Emails. As service techs are working on a case, they will be adding comments to their case, and Brock's Affinity Case Management System will immediately send a customer update email to a predefined list of email addresses. The email will have the latest comments appended to the bottom. Service techs will add comments to their case when:

- Details of the issue are verified, or new details discovered or provided
- When a cause has been identified, or when a potential cause has been ruled out
- When an action step is required or taken (following change management and noting approvals)
- If an escalation is required
- When the issue has been fixed or any temporary work arounds have been found
- If there is any follow up or next steps required.

In addition to the customer update emails the service tech may engage/join in a bridge call to better troubleshoot and communicate the incident troubleshooting and resolution process.

### **Customer Comments**

The customer is also able to add comments to the case, using the online Support Portal. These comments are treated as the same type of customer updates as are entered by Brock's service techs. They will trigger an automatic email, and they will be appended to the list of all other customer updates, but will be noted as having been entered by a Portal Users.

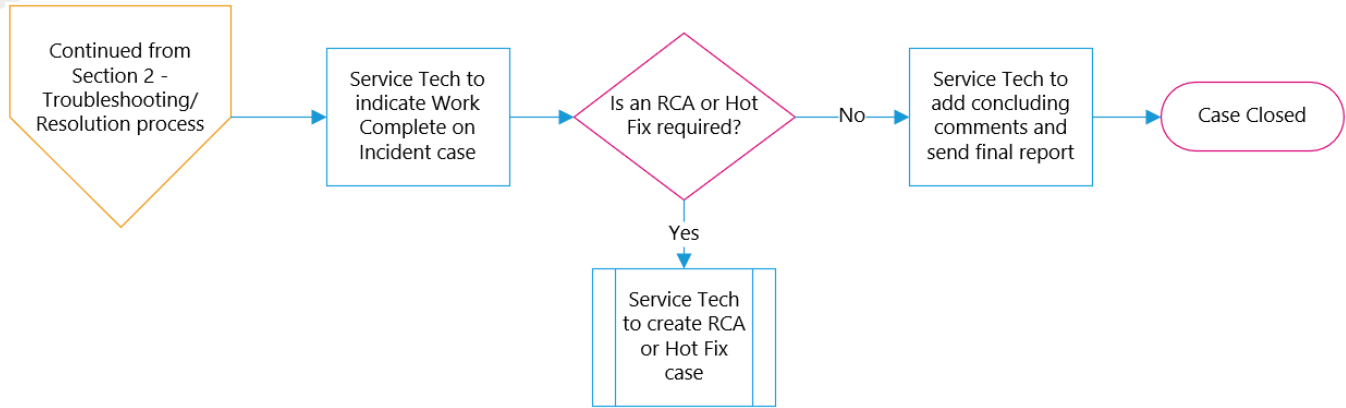
### **Troubleshooting Escalation**

If our service techs are troubleshooting and are unable to find a solution, they will call senior techs on the team, subject matter experts, system architects, or managers, as needed to assist in troubleshooting and resolving an incident. Service techs will gauge how quickly to escalate based on the severity (operational impact) and complexity of the issue.

## **7.3 Incident Closeout & Supporting Cases**

When an issue has been resolved (and the customer agrees), Brock service techs will mark the issue as completed. We will then review the case to determine if follow up is needed to further investigate the root cause or if a Hot Fix is required. Root Cause Analysis cases or Hot Fix cases will be created as required. The service techs will then proceed to add closing comments, send the final report, review the case for scope, and close the case.





### Closing Comments

When the issue is resolved, the service tech will add a customer update to the case indicating as such, and what was found. The tech will also note any next steps required.

When a case is ready to be closed, the tech will add closing comments to the case and trigger another customer update email from Brock's Affinity Case Management System, which will serve as the final incident report.

### Root Cause Analysis Case

Sometimes an issue is resolved, but the root cause is not immediately known. In this situation, Brock service techs will mark the original Incident case as completed and then open a related RCA (root cause analysis) case to follow up and investigate at a deeper level. This may involve developers and subject matter experts as required.

Please note that it may not always be possible to determine a root cause. In these circumstances, Brock will review with the customer before closing out the RCA case.

### Hot Fix Case

On occasion, Brock will identify that a Hot Fix is required to correct an issue with Brock's code. If this occurs, the service tech will open a Hot Fix case and engage our Product Management team to take over the case. The Product Management team will ensure that a fix is properly developed, tested, and implemented in production following change management protocols. Note that for some Hot Fix cases the ultimate decision may result in no changes being recommended.

# 8 Appendix B – Portal Screens and Sample Service Reports

## 8.1 Support Portal Screens

### Case Listing


| Case Number    | Case Title           | Case...  | Support ...     | Site      | Site Loc... | System             | Seve... | Activ... | Status     | Acce... | Issu... | Customer C... | Support Tech   | Created On | Modified ... |
|----------------|----------------------|----------|-----------------|-----------|-------------|--------------------|---------|----------|------------|---------|---------|---------------|----------------|------------|--------------|
| CAS-11147-X2V1 | Bags are not Sorting | Incident | Brock Airway... | DFW - ... |             | SmartSort / Sof... | 1       | Active   | InProgr... | Yes     | No      | Fred Astaire  | Douglas Hobden | 2/24/2020  | 2/24/2020    |

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### Case Details

| Case Details   |   | Customer Details                         |                            | Status                 |            |
|----------------|---|--|----------------------------|------------------------|------------|
| Case #         | CAS-11147-X2V1                                | Account                                  | Brock Airways              | Active / Resolved      | Active     |
| Origin         | Web   | Support Contract                         | Brock Airways Support 2020 | Status                 | InProgress |
| Case Type      | Incident                                      | Customer Contact                         | Fred Astaire               | Case Accepted?         | Yes        |
| Case Title     | Bags are not Sorting                          | Customer Phone #                         | 555-555-5555               | Customer Contacted?    | Yes        |
| Reported Issue | The bags are not sorting.                     | Customer Alternate Phone #               |                            | Issue Resolved?        | No         |
| Severity       | 1   | Customer Ticket #                        |                            | <b>Closing Details</b> |            |
| Site           | DFW - Dallas/Fort Worth International Airport | Enter a comment below to add to the Case |                            | Closing Comment        |            |
|                |   |  |                            |                        |            |
|                |   |  |                            | Caused By              |            |

### Case Creation

Affinity Service Portal Hello Christine Glidden Log off Cases Users Reset My Password About 

#### Create Case

Please choose the appropriate Support Contract:

Please select which site this issue is related to:

If applicable, choose the applicable site location (e.g., Terminal 1):

Select an Issue Type / System:

Please enter your name:

Please enter your phone number:

Enter an alternate phone number to reach you, if applicable:


Enter the ticket number for this issue in your tracking system, if applicable:

Enter the Severity of this issue, based on the following definitions:

















| Severity Level | Definition   |
|----------------|--|
| Level 1        | Critical Issue - Incidents involving complete system failure   |
| Level 2        | Major Issue - Major incidents involving downtime and affecting system operation  |
| Level 3        | Minor Issue - Minor incidents which are not severely affecting the system operation, but which must be dealt with soon |
| Level 4        | Non-Critical Issue - Issues which require no immediate response  |

Enter a description of the issue:

### Portal Users

Affinity Service Portal Hello Christine Glidden Log off Cases Users Reset My Password About 


#### Portal Users

| User Name   | First Name                     | Last Name ↑   | Email   | Business P...                  | Mobile Ph...                   | Is Approved ▼ | L ▼ | Lo... | Portal User Group ▼ |
|---|--------------------------------|---|---|--------------------------------|--------------------------------|---------------|-----|-------|---------------------|
| <input type="text" value="q"/>  | <input type="text" value="q"/> | <input type="text" value="q"/>  | <input type="text" value="q"/>  | <input type="text" value="q"/> | <input type="text" value="q"/> |               |     |       |                     |
|  | Christine                      |  |  |                                |                                | Yes           | No  | 0     | PortalAdministrator |
|  | Trevor                         |  |  |                                |                                | Yes           | No  | 0     | PortalAdministrator |
|  | Trevor                         |  |  |                                |                                | Yes           | No  | 0     | PortalAdministrator |
|  | Trevor                         |  |  | 12                             | 21                             | Yes           | No  | 0     | PortalAdministrator |
|  | Trevor                         |  |  |                                |                                | No            | No  | 0     | PortalAdministrator |
|  | bsmith                         | Bob   | Smith   |                                |                                | Yes           | No  | 0     | PortalAdministrator |

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## 8.2 Sample Service Reports

### Service Invoice

|  |            | <b>INVOICE</b>  |  | <table border="1"> <tr> <td>Invoice Date:<br/>30-SEP-2018</td> <td>Page:<br/>1</td> </tr> <tr> <td colspan="2">Invoice Number:</td> </tr> </table> |                  | Invoice Date:<br>30-SEP-2018 | Page:<br>1 | Invoice Number: |  |
|---|------------|---|--|--|------------------|------------------------------|------------|-----------------|--|
| Invoice Date:<br>30-SEP-2018  | Page:<br>1 |   |  |  |                  |                              |            |                 |  |
| Invoice Number:   |            |   |  |  |                  |                              |            |                 |  |
| <b>Bill To:</b>   |            | <b>Ship To:</b>   |  |  |                  |                              |            |                 |  |
| Customer No.  |            | SalesPerson   |  | Terms Net 30 days  |                  |                              |            |                 |  |
| Purchase Order Number   |            | Job No.   |  | Currency Code USD  |                  |                              |            |                 |  |
| Date  | Site Code  | Title / Description   | Closing Comments   | UOM  | Quantity / Hours | Rate / Price                 | Total      |                 |  |
| <b>JOB NAME:</b>  |            |   |  |  |                  |                              |            |                 |  |
| Invoice for the period 01-SEP-2018 to 30-SEP-2018                                 |            |   |  |  |                  |                              |            |                 |  |
| <b>Recurring charge(s) per contract(s):</b>                                       |            |   |  |  |                  |                              |            |                 |  |
|   |            | HBS SOFTWARE SUPPORT  |  | LOT  | 1                | 3,000.00                     | 3,000.00   |                 |  |
| <b>Service case(s):</b>   |            |   |  |  |                  |                              |            |                 |  |
| 06-SEP-2018   |            | <b>Case No. CAS-05484-F1D0 / Customer Ticket No. :</b><br>08/28/18 at 3pm lost both north and south terminal conveyor systems. Would like to find out what happened | Investigation was able to confirm the outage reported by the customer and details of the scope was determined. No specific cause was determined. Customer was not aware of any localized power outage that could account for limited area of the outage. | HRS  | 5.5              | 180.00                       | 990.00     |                 |  |
|   |            |   |  |  | 5.5              |                              | 990.00     |                 |  |
| GST/HST: 1<br>QST:<br>BC PST:   |            | Remit To:<br>BROCK SOLUTIONS U.S. INC.<br>88 ARDELT AVE.<br>KITCHENER, ON N2C 2C9 CANADA  |  |  | SUBTOTAL         |                              | 3,990.00   |                 |  |
|   |            |   |  |  |                  | TOTAL AMOUNT                 | 3,990.00   |                 |  |

Terms are net 30 days from the invoice date with interest billed on late payments at 1% per month unless contractually agreed to otherwise.

Exhibit A  
Work Order Form

**EXAMPLE ONLY- DO NOT COMPLETE (Complete this Form for Extra Work only)**

1. Work Order No.

*The information in this section will be completed by Authority.*

2. Purpose:

3. Description:

4. Deliverables:

5. Schedule and Costs

*The information in this section will be completed by Company and approved by Authority prior to performing any work.*

A. Schedule/Timeline

*Insert a schedule and a timeline for the Extra Work and Deliverables.*

B. Total Cost

Provide the costs in U.S. dollars.

| Expenditure  | Totals    |
|--|-----------|
| Labor Cost   |           |
| Hourly Labor Rate  | \$        |
| Number of hours to complete Extra Work                               | X         |
| Total Labor Cost   | \$        |
| Reimbursables  |           |
| Materials  | \$        |
| Other:   | \$        |
| Other:   | \$        |
| Other:   | \$        |
| Total Projected Reimbursable Cost                                    | \$        |
| <b>Total Projected Extra Work Cost<br/>(Labor and Reimbursables)</b> | <b>\$</b> |

C. Reimbursable Costs:

*Provide an explanation for all projected reimbursable costs listed in Item B above.*

6. Payments

Payment(s) will be made via in accordance with Article 4, Fees and Payments.

*Extra Work that is completed within one (1) month or less will be paid in full upon completion of the Extra Work by Company and acceptance by Authority.*

*Extra Work with an anticipated duration of less than ninety (90) days will be paid in three*

*(3) installments of twenty five percent (25%) of the total amount due at thirty (30) days from commencement of services, twenty five percent (25%) of the total amount due at sixty (60) days from commencement of services, and the final fifty percent (50%) due upon full completion and acceptance of all deliverables by Authority.*

*Extra Work with an anticipated duration of more than ninety (90) days will be paid in four (4) equal installments at the twenty five percent (25%), fifty (50%) and seventy five (75%) completion milestones with the final installment to be paid upon full completion and acceptance of all deliverables by Authority.*

Invoices will be submitted to Authority in a manner approved by Authority. Such approval shall not be unreasonably withheld. 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.

**Acknowledgement of Acceptance**

Company agrees and accepts the terms of this Work Order No. \_\_\_\_\_ as detailed above.

Brock Solutions US Systems LLC:

BY:

\_\_\_\_\_  
Signature of Authorized Official

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Hillsborough County Aviation Authority  
BY:

---

Signature of Authorized Official

---

Printed Name

---

Title

---

Date

Exhibit B  
Contractual Insurance Terms and Conditions  
(Revised 3/4/20)

**PURPOSE:** To establish the insurance terms and conditions associated with contractual insurance requirements. This Standard Procedure is applicable to all companies with Authority contracts, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, every contractor, subcontractor, consultant, and sub-consultant at each tier. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the General Counsel and Executive Vice President of Legal Affairs or designee.

**INSURANCE COVERAGE:**

A. Procurement of Coverage:

With respect to each of the required coverages, the company will, at the company's expense, procure, maintain and keep in force the types and amounts of insurance conforming to the minimum requirements set forth in the applicable contract. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, company shall further require that all contractors, subcontractors, consultants, and sub-consultants at each tier satisfy and meet all the requirements of the applicable contract, including the terms and conditions of this Standard Procedure. Coverage will be provided by insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies, companies with AM Best ratings lower than A-, or companies with a financial size category lower than VII must be submitted by the company to the Authority Director of Risk and Insurance or designee for approval prior to use. The Authority retains the right to approve or disapprove the use of any insurer, policy, risk pooling or self-insurance program.

B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract and for any period of extended coverage required in the contract. If a policy is written on a claims-made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of the contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless a longer period of time is otherwise stated in the contract.

C. Reduction of Aggregate Limits:



If the general or aggregate limit for any policy is exhausted, the company, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, all of the company's contractors, subcontractors, consultants, and sub-consultants at each tier, will immediately take all possible steps to have it reinstated. The commercial general liability policies and any excess or umbrella policies used to provide the required amount of insurance shall include a per project designated aggregate limit endorsement providing that the limits of such insurance specified in the contract shall apply solely to the work under the contract without erosion of such limits by other claims or occurrences.

1. Cancellation Notice

Each insurance policy will be specifically endorsed to require the insurer to provide written notice to the Authority at least 30 days (or 10 days prior notice for non-payment of premium) prior to any cancellation, non-renewal or adverse change, initiated by the insurer, and applicable to any policy or coverage described in the contract or in this Standard Procedure. The endorsement will specify that such notice will be sent to:

Hillsborough County Aviation Authority  
Attn.: Chief Executive Officer  
Tampa International Airport  
Post Office Box 22287  
Tampa, Florida 33622

Additionally, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the workers' compensation, commercial general liability and railroad protective insurance (if required) of every contractor, subcontractor, consultant, and sub-consultant at each tier shall be specifically endorsed to require the insurer to provide the Florida Department of Transportation notice within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described in the contract or this Standard Procedure.

D. No waiver by approval/disapproval:

The Authority accepts no responsibility for determining whether the company or any contractor, subcontractor, consultant, or sub-consultant at each tier is in full compliance with the insurance coverage required by the contract. The Authority's approval or failure to disapprove any policy, coverage, or Certificate of Insurance does not relieve or excuse the company of any obligation to procure and maintain the insurance required in the contract or in this Standard Procedure, nor does it serve as a waiver of any rights or defenses the Authority may have.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

The coverages and minimum limits of insurance required by the contract are based on circumstances in effect at the inception of the contract. If, in the opinion of the Authority, circumstances merit a change in such coverage or minimum limits of insurance required by the contract, the Authority may change the coverage and the minimum limits of insurance required, and the company will, within 60 days of receipt of written notice of a change in the coverage and/or the minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the contract. Provided, however, that no change in the coverages or minimum limits of insurance required will be made by the Authority until at least two years after inception of the contract or two years after any change by the Authority in the coverages or minimum limits of insurance required in the contract unless extreme conditions warrant such change and are agreeable to both parties. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, any such change or modification in coverage or limits shall also apply to the contractors, subcontractors, consultants, and sub-consultants at each tier.

If, in the opinion of the Authority, compliance with the insurance requirements is not commercially practicable for the company, its contractors, subcontractors, suppliers, consultants, or subconsultants at each tier, at the written request of the company, the Authority may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the company. Any such modification will be subject to the prior written approval of the Authority's General Counsel and Executive Vice President of Legal Affairs or designee, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

1. Prior to Work, Use or Occupancy of Authority Premises

The company and, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the company's contractors, subcontractors, consultants, and sub-consultants at each tier, will not commence work, or use or occupy Authority's premises in connection with the contract, until the required insurance is in force, preliminary evidence of insurance acceptable to the Authority has been provided to the Authority, and the Authority has granted permission to the company to commence work or use or occupy the premises in connection with the contract.

## 2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the contract, the company will furnish the Authority with an ACORD Certificate of Liability Insurance (Certificate) reflecting the required coverage described in the contract and this Standard Procedure.

The Certificate must:

- a. Be signed by an authorized representative of the insurer. Upon request of the Authority, company will furnish the Authority with any specific endorsements effecting coverage required by the contract. The endorsements are to be signed by a person authorized by insurer to bind the coverage on the insurer's behalf;
- b. State that: "Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, and its employees are additional insureds for all policies described above other than workers' compensation and professional liability (if required by contract)";
- c. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, state that the Florida Department of Transportation is an additional insured for commercial general liability;
- d. Indicate that the insurers for all required policies shown on the Certificate have waived their subrogation rights against the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees;
- e. Indicate that the Certificate has been issued in connection with the contract;
- f. Indicate the amount of any deductible or self-insured retention applicable to all coverages; and
- g. Identify the name and address of the Certificate holder as:

Hillsborough County Aviation Authority  
Attn.: Chief Executive Officer  
Tampa International Airport  
Post Office Box 22287  
Tampa, Florida 33622;

If requested by the Authority, the company will, within 15 days after receipt of written request from the Authority, provide the Authority, or make available for review, a certified complete copy of the policies of insurance. The company may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The company will provide the Authority with renewal or replacement evidence of insurance, acceptable to the Authority, prior to expiration or termination of such insurance.

G. Deductibles, Self-Insurance, Alternative Risk or Insurance Programs:

1. All deductibles, as well as all self-insured retentions and any alternative risk or insurance programs (including, but not limited to, the use of captives, trusts, pooled programs, risk retention groups, or investment-linked insurance products), must be approved by the General Counsel and Executive Vice President of Legal Affairs or designee. The company agrees to provide all documentation necessary for the Authority to review the deductible, self-insurance or alternative risk or insurance program.
2. The company will pay on behalf of the Authority, any member of the Authority's governing body, and/or any officer, volunteer, agent, or employee of the Authority, any deductible, self-insured retention (SIR), or difference from a fully insured program which, with respect to the required insurance, is applicable to any claim by or against the Authority, or any member of the Authority's governing body, or any officer, volunteer, agent, or employee of the Authority.
3. The agreement by the Authority to allow the use of a deductible, self-insurance or alternative risk or insurance program will be subject to periodic review by the Director of Risk and Insurance or designee. If, at any time, the Authority deems that the continued use of a deductible, self-insurance, or alternative risk or insurance program by the company should not be permitted, the Authority may, upon 60 days' written notice to the company, require the company to replace or modify the deductible, self-insurance, or alternative risk or insurance program in a manner satisfactory to the Authority.
4. Any deductible amount, self-insurance, or alternative risk or insurance program's retention will be included and clearly described on the Certificate prior to any approval by the Authority. This is to include fully insured programs as to a zero deductible per the policy. Authority reserves the right to deny any Certificate not in compliance with this requirement.
5. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the commercial general liability may not be subject to a self-insured retention. Subject to approval by the Authority under

sub-paragraphs 1-4 above, the commercial general liability may contain a deductible, provided that such deductible shall be paid by the named insured.

H. Company's Insurance Primary:

The insurance required by the contract will apply on a primary and non-contributory basis. Any insurance or self-insurance maintained by the Authority will be excess and will not contribute to the insurance provided by or on behalf of the company.

To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the company will ensure that the insurance provided by all contractors, subcontractors, consultants, and subconsultants at each tier will apply on a primary basis as to any other insurance available and shall not be more restrictive than the coverage afforded to the named insured.

I. Incident Notification:

In accordance with the requirements of Standard Procedure S250.02, 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.

J. Customer Claims, Issues, or Complaints:

In addition to complying with all terms outlined in Standard Procedure S250.02, all customer claims, issues, or complaints involving 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, or complaints involving property damage or bodily injury and their status on a Claims Log available for review, as needed, by Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

K. Applicable Law:

With respect to any contract entered into by the Authority with a value exceeding \$10,000,000, if any required policy or program is: (i) issued to a policyholder outside of Florida or (ii) contains a "choice of law" or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy or program must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy or program in connection with claims arising out of work performed pursuant to the

contract.

L. Waiver of Subrogation:

The 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 the Authority's governing body and the Authority's officers, volunteers, agents, and employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company. The company shall require all contractors, subcontractors, suppliers, consultants and subconsultants at each tier for themselves and their insurers, to the fullest extent permitted by law without voiding the insurance required by the contract, to waive all rights against the Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents and its employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company to the extent covered and paid for by any insurance maintained by the company's contractors, subcontractors, suppliers, consultants and subconsultants at each tier. The company shall further require that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier include the following in every contract and on each policy:

"Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents, and its employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees, are additional insureds for the coverages required by all policies as described above other than workers compensation and professional liability."

M. Company's Failure to Comply with Insurance Requirements:

1. Authority's Right to Procure Replacement Insurance

If, after the inception of the contract, the company fails to fully comply with the insurance requirements of the contract, in addition to and not in lieu of any other remedy available to the Authority provided by the contract, the Authority may, at its sole discretion, procure and maintain on behalf of the company, insurance which provides, in whole or in part, the required insurance coverage.

2. Replacement Coverage at Sole Expense of Company

The entire cost of any insurance procured by the Authority pursuant to this Standard Procedure will be paid by the company. At the option of the Authority,

the company will either directly pay the entire cost of the insurance or immediately reimburse the Authority for any costs incurred by the Authority, including all premiums, fees, taxes, and 15% for the cost of administration.

a. Company to Remain Fully Liable

The company agrees to remain fully liable for full compliance with the insurance requirements in the contract. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy which makes the insurance more restrictive than the coverage required, the company agrees to remain responsible and obligated to make the Authority whole as if the company and all of its contractors, subcontractors, consultants, and sub-consultants at each tier fully met the insurance requirements of the contract.

b. Authority's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Authority is solely for the Authority's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the company or by any of its contractors, subcontractors, consultants, or sub-consultants at each tier. Authority is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate or modify any such insurance which might be procured by the Authority pursuant to this Standard Procedure.

Exhibit C  
Authority Policy, P412  
Travel and Business Development Expenses  
(Revised 11/7/13)

**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, potentials tenants and others.

**POLICY:**

A. 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.

B. 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.



C. 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:

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.

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. 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.
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 D  
Authority Standard Procedure S270.06  
Remote Access to Authority Information Systems  
(Revised 3/6/19)

**PURPOSE:** To establish procedures for secure remote access to Authority information systems through a virtual private network (VPN) using VPN software.

**GENERAL:** The Authority has implemented one service that provides secure remote access to Authority information systems. Information Technology Services (ITS) will provide technical support during normal ITS Service Desk hours of operation per Standard Procedure S270.02.

- A. Remote access through VPN software is available to users who have a business need to provide network or server support, access server-based applications, or access other Authority information systems. For this type of remote access, ITS security processes must be followed per Standard Procedure S271.02.
- B. The requestor's remote access will terminate at midnight on the end date specified on Form AM-22, VPN Software Remote Access Request.

**PROCEDURES:** Form AM-22 and instructions for the preparer to follow are located at [support.tampaairport.com](http://support.tampaairport.com).

A. Remote Access Using VPN:

The Authority or contract manager will complete the VPN Access Request located on the ITS support services portal at <https://support.tampaairport.com>.

B. Re-Activation:

When a contractor needs remote access reactivated, the contract manager working with the contractor must submit a new VPN Access Request located on the ITS support services portal at <https://support.tampaairport.com>.

C. Termination of Remote Access:

See Standard Procedure S270.09, ITS Authorization for Access to Authority Information Systems.

D. Remote Access Usage:

See Standard Procedure S270.08, ITS Acceptable Use of Authority Information Systems.

E. Disposition of Electronic Forms:

ITS will submit electronic forms to the Records and Information Center. The Records and Information Center will archive the forms in the Authority's electronic records management system. The records will be disposed of in accordance with retention schedules.

F. Disciplinary Actions:

Violation of this Standard Procedure may result in suspension or termination of an individual's or firm's right of access to Authority information systems, disciplinary action by appropriate Authority employees, referral to law enforcement authorities for criminal prosecution, or other legal action, including action to recover civil damages and penalties.

Failure to enforce this Standard Procedure does not constitute consent or waiver, and the Authority reserves the right to enforce this Standard Procedure at its sole discretion.