

Hillsborough County Aviation Authority

MAINTENANCE AND SERVICES CONTRACT

COMPANY: IBI GROUP PROFESSIONAL SERVICES (USA) INC.

Term Date: December 5, 2019 through December 4, 2024

Board Date: December 5, 2019

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
Maintenance and Services Contract

This Contract for Maintenance and Services (hereinafter referred to as Contract) is made and entered into this ___ day of December, 2019 between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as Authority), and IBI Group Professional Services (USA) Inc., a Delaware corporation, 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. **Accounts Payable:** The unit within Authority Finance Department that deals with accounts payable.
- B. **Airport:** Tampa International Airport.
- C. **Authority Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.
- D. **Board:** The Hillsborough County Aviation Authority Board of Directors.
- E. **Contract Documents:** The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in this Contract.
- F. **Enhancement:** Any modification or addition that, when made or added to the subject software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Company as minor or major, depending on Company's assessment of their value and of the function added to the preexisting Licensed Program.
- G. **Error Correction:** Either a modification or an addition, that when made or added, establishes substantial conformity of the subject software to the functional specifications, or a procedure or routine that, when observed in the regular

operation of the subject software, eliminates the practical adverse effect on Authority of such nonconformity.

- H. **FAA:** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- I. **Ground Transportation System (GTS):** Customized software application with integrated Automated Vehicle Identification technology used to identify ground transportation commercial vehicles accessing Authority property at the Airport.
- J. **Hardware:** GTS equipment including TagMaster RFID Reader, LR6-XL #154900 cabled with LR-Series Multi-Purpose Cable #S1915-LR-25, and transponders or otherwise approved by the Authority and Company.
- K. **Hourly Service Rates:** Company's published hourly rates included within this Contract.
- L. **Personnel:** Individuals who are directly employed or contracted by Company to perform Services at the Airport.
- M. **Principal Consultant:** The individual responsible for ensuring that all Services are provided as outlined in Exhibit A, Scope of Work and who will be Company's primary contact for all Services under this Contract.
- N. **Project Manager:** The individual designated by Authority who is responsible for the day to day management of the Services.
- O. **Releases:** New versions of the subject software, which may include both Error Corrections and Enhancements.
- P. **Services:** The services and deliverables to be performed and provided by Company as detailed in Exhibit A, Scope of Work.
- Q. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.
- R. **Upgrades:** New versions of software that generally add features, new functionality or new certifications or that generally increase capacity of the software to process information.

1.02 Contact

A. Authority's Contact Person

Authority Vice President of Concessions and Commercial Parking or designee will be responsible for notifying Company regarding required Services and will be Company's primary contact for all Services under this Contract.

B. Company's Contact

1. Company Principal Consultant and Project Manager

Company has designated Tom Shannon as the Project Manager and Tissa DeSilva as the Principal Consultant who will have full authority to act on behalf of Company.

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

1.03 Exhibits

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

- A. Exhibit A, Scope of Work
- B. Exhibit B, Work Plan
- C. Exhibit C, Authority Policy P412, Travel and Business Development Expenses
- D. Exhibit D, TPA/Replace HCAA PARCS Warranty
- E. Exhibit E, Incident Response-Resolution Priority Matrix
- F. Exhibit F, After Action Review Template
- G. Exhibit G, HCAA-IBI Group Professional Services (USA) Inc Role Matrix
- H. Exhibit H, GTS Key Performance Indicators
- I. Exhibit I, GTS Spare Parts List

ARTICLE 2

SCOPE OF WORK

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

2.02 Work Plan

- A. Without invalidating this Contract, Authority may, at any time, order additions, deletions or revisions to the Services authorized and may purchase software Upgrades or Hardware components and annual support only by written Work Plan. Prior to the onset of any Services to be performed, Company and Authority will outline each task involved, establish a schedule for completing each task, detail the associated costs, and include the names, titles, responsibilities, and resumes of Company's Personnel that will be assigned to the task in a work plan as shown in Exhibit B, Work Plan. The Work Plan schedule may go beyond the termination date of this Contract if necessary to complete the Work Plan tasks. Company will use its best efforts to ensure that each task in the Work Plan is completed on budget and on time according to the agreed upon work schedule.
- B. Company will only begin Services upon execution of the Work Plan by Company and Authority. All such Services will be executed under the applicable conditions of this Contract. No Services in addition to that contemplated by this Contract will be paid for unless authorized by written Work Plan prior to the performance of such Services. Any such changes will not exceed the total not-to-exceed amount of this Contract approved by the Authority Board.
- C. Upon agreement between Authority and Company to the terms and conditions of the Work Plan, both Parties will execute the Work Plan and Authority will issue a Purchase Order to Company to perform the specific items agreed to under the Work Plan. The Authority Vice President of Concessions and Commercial Parking or designee will have the authority to execute any Work Plan on behalf of the Authority consistent with the terms of this Contract. No Services will be initiated by Company until Company receives the Purchase Order which will include the final agreed upon Work Plan.

ARTICLE 3

TERM

3.01 Effective Date

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

3.02 Term

The Term of this Contract commences on December 5, 2019 and will continue through December 4, 2024 unless terminated earlier as provided herein.

3.03 Commencement of Fees and Charges

All fees and charges hereunder will commence on December 5, 2019 and will continue for the Term of this Contract.

3.04 Commencement of Services

Company will begin providing maintenance, support and Services on December 5, 2019 and will continue through December 4, 2024.

3.05 Renewal Option

This Contract may be renewed at the same terms and conditions hereunder for two, one year periods at the discretion of Authority Chief Executive Officer (CEO). Such renewal will be effective by issuance of a written letter to Company by Authority. If all such renewal options are exercised and approved by CEO, this Contract will have a final termination date of December 4, 2026.

3.06 Early Termination

Either Party may terminate this Contract, without cause, by giving thirty (30) days written notice to the other Party.

ARTICLE 4

FEES AND PAYMENTS

4.01 Payment

The total amount payable under this Contract will be subject to the amount approved by the Board. Authority will provide written notice to Company of the amount approved and any revised amount thereafter. Payment will be made in accordance with the Rates, Consulting, and Fees as referenced below.

A. Rates

As compensation for providing technical support and maintenance, as specified in this Contract, Company will be paid, in equal monthly installments, a fixed annual maintenance fee. Payment will be paid in arrears on a monthly basis.

Contract Year	Contract Term	Total Price Per Year ¹	Spare Hardware ²
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Year One	December 5, 2019 through December 4, 2020	\$147,000	\$19,000
Year Two	December 5, 2020 through December 4, 2021	\$150,675	\$19,475
Year Three	December 5, 2021 through December 4, 2022	\$154,442	\$19,961
Year Four	December 5, 2022 through December 4, 2023	\$158,303	\$20,461
Year Five	December 5, 2023 through December 4, 2024	\$162,260	\$20,972
Optional Year Six	December 5, 2024 through December 4, 2025	\$166,317	\$21,497
Optional Year Seven	December 5, 2025 through December 4, 2026	\$170,474	\$22,034

¹ Includes software support services and hardware triage and remote diagnostics as per Exhibit A

² Assumes 4 replacement readers, charged as an expense over and above the support fees

B. Consulting

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

C. Fees

Company will provide Services and incur costs under this Contract only upon the request of Authority. Payment will be made to Company for Services requested by Authority as follows:

1. Hourly Rates

For Services outside of the Authority Business Days and for Services that are excluded from this Contract, the Company's Hourly Service Rates are as follows:

- a. Hardware Technician - \$116.00
- b. Network Engineer - \$112.00
- c. Server Engineer - \$152.00
- d. Software Engineer - \$177.00
- e. Database Engineer - \$131.00
- f. Project Manager - \$150.00
- g. Principal Consultant - \$200.00
- h. Software Developer - \$95.00

These rates will increase 3% per year through the duration of this Contract.

2. Reimbursable expenses
Authority will reimburse Company for expenses pre-approved by Authority.
3. Travel expenses
No out-of-town travel expenses will be incurred by Company except upon written request and approval by the Vice President of Concessions and Commercial Parking or designee. Such travel expenses, if approved, will be reimbursed by Authority in accordance with Exhibit C, Authority Policy P412, Travel and Business Development Expenses.
4. In no event will Company increase its rates more than three percent (3%) in any given year during the Contract Term, including renewal options.
5. Unless otherwise agreed to by the Parties, no other charges, fees or costs will be allowed under this Contract.

4.02 Invoices

Invoices required by this Contract will be created and submitted by Company to Authority Finance Department via Oracle iSupplier® Portal Full Access in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services and purchase order number. Company's unpaid invoices will bear interest calculated monthly at the rate of twelve (12) percent per annum, commencing twenty-eight (28) days after an approved invoice has been received by Authority Accounts Payables. Should the Authority frequently or repeatedly (i.e. two (2) consecutive monthly invoices) be delayed in the payment, in whole or in part, of Company's invoice(s), except if such delay is due to Authority's contesting of an invoice, Company will have the unilateral right to terminate this Contract upon thirty (30) days written notice.

4.03 Payment Method

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

4.04 Payment When Services Are Terminated at the Convenience of Authority

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

- A. All work performed prior to the effective date of termination; and
- B. Expenses incurred by Company in effecting the termination of this Contract as approved in advance by Authority.

4.05 Prompt Payment

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

ARTICLE 5

PERMITS AND LICENSES

Company will obtain and maintain throughout the Term, all permits, licenses, or other authorizations required in connection with the operation of its business at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to Authority.

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 Personnel incident to, or in the course of, Services to Authority, will be and remain the property of Authority.

ARTICLE 7

QUALITY ASSURANCE

Company will be solely responsible for the quality of all Services furnished by Company, its Personnel, employees and/or its subcontractors under this Contract. All Services furnished by Company, its Personnel, 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

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, 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 Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claims caused in part by negligence, acts or omissions of the Authority, its members, officers, agents employees, and volunteers.

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims, proceedings, or actions of any nature seeking damages, equitable or injunctive relief, liens, expenses, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from 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;
7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant;

by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder. This defense obligation expressly applies, and shall be construed to include, any and all claims caused by the negligence, acts or omissions, of the Authority, it's Members, officers, agents, employees and volunteers.

C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by 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.

D. 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 Contractor 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 Contractor and persons employed or utilized by the Contractor 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.

- E. 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.
- F. 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.
- G. 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.
- H. If the above Sections A - G or any part of this Sections A – G 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 10

ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

10.01 Books and Records

In connection with payments to Company under this Contract, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Company will maintain such books and records for six years after the end of the Term of this Contract. Records include, but are not limited to, documentation to support billings to the Authority, PCI Security Standards required certifications, documentation to support performance requirements, and system maintenance and support logs. Company will not destroy any records related to this Contract without the express written permission of Authority.

10.02 Financial Reports

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

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

At any time or times during the Term of this Contract or within three (3) years after the end of this Contract, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by Company under this Contract for the purpose of determining compliance with this Contract.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Contract or any work plan, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. All such records shall be kept for a minimum period of six (6) years after the close of each Contract Year. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Authority auditors to conduct the engagement as set forth in this Article. 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 Authority at no additional cost. Authority has the right during the engagement to interview Company's Personnel, employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) per calendar day for each record requested that is not received. Such damages may be assessed beginning on the fifteenth (15th) day following the date the request was made. Accrual of fee will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and Authority retains all rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Company's failure to comply

If, as a result of any engagement, it is determined that Company has overcharged Authority, Company will re-pay Authority for such overcharge and Authority may assess

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

Company will include a provision providing Authority the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Contract.

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

ARTICLE 11

INSURANCE

12.01 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, volunteers, and employees are included as additional insureds.

12.02 Required Coverage – Minimum Limits

A. Workers' Compensation/Employer's Liability Insurance

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

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

B. 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, the Company under this Contract or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Contract. Completed operations coverage in the

amount of \$1,000,000 will be maintained for a period of five (5) years from the date of termination of this 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	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

C. Business Automobile Liability Insurance

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

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

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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D. Waiver of Subrogation

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

E. Cyber Liability & Data Storage

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

The minimum limits of liability shall be:

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000
Event Management Expenses	\$1,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

F. Professional Liability Insurance

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

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

12.03 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 > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources.

ARTICLE 12

NON-DISCRIMINATION

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

- A. Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.
- B. Civil Rights. Company, with regard to the work performed by it under this Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
 - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company’s programs (70 Fed. Reg. at 74087 to 74100); and
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et. seq.).
- C. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by

Company of Company's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

- D. Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. In the event of Company's non-compliance with the non-discrimination provisions of this Contract, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Contract until Company complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.
- F. Company 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 13

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 14

DATA SECURITY

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

Company and its Personnel, employees, vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by Authority and any

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

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

ARTICLE 15

DISPUTE RESOLUTION

16.01 Claims and Disputes

- A. A claim is a written demand or assertion by one of the Parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question or dispute between Authority and Company arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.
- B. If for any reason Company deems that additional cost or Contract time is due to Company for work not clearly provided for in this Contract, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Contract time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.
- C. Written notice of intention to claim must be made within ten (10) days after the claimant 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 this Contract time(s) set forth in this Contract.
- F. The making of final payment for this Contract may constitute a waiver of all claims by Authority except those arising from:
 - 1. Claims, security interests or encumbrances arising out of this Contract and unsettled;
 - 2. Failure of the work to comply with the requirements of this Contract;
 - 3. Terms of special warranties required by this Contract;
 - 4. Latent defects.

16.02 Resolution of Claims and Disputes

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

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

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

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

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

- B. Prior to the initiation of any litigation to resolve claim or disputes between the Parties, the Parties will make a good faith effort to resolve any such claims or disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the parties will mediate any dispute with a mediator selected by Authority. 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 16

NON-EXCLUSIVE RIGHTS

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

ARTICLE 17

WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority, and its officers, Board Members, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly 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 18

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

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

ARTICLE 19

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

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

Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Authority in order to perform the Services contemplated by this Contract.
- B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract Term and following completion of this Contract.
- D. Upon completion of this Contract, keep and maintain public records required by Authority to perform the Services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

ARTICLE 20

CONTRACT MADE IN FLORIDA

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

ARTICLE 21

NOTICES AND COMMUNICATIONS

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

TO AUTHORITY:
(MAIL DELIVERY)

TO COMPANY:
(MAIL DELIVERY)

Hillsborough County Aviation Authority
Tampa International Airport
P.O. Box 22287
Tampa, Florida 33622-2287
Attn: Chief Executive Officer

IBI Group Professional Services (USA)
Inc.
7th Fl – 55 St. Clair Avenue W.
Toronto, ON M4V-2Y7 CA
Attn: Scott E. Stewart, CEO

OR

(HAND DELIVERY)
Hillsborough County Aviation Authority
Tampa International Airport
4160 George J. Bean Parkway
Suite 2400, Administration Building
Tampa, Florida 33607-1470
Attn: Chief Executive Officer

(HAND DELIVERY)
Same

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

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

ARTICLE 22

SUBORDINATION OF AGREEMENT

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

ARTICLE 23

SUBORDINATION TO TRUST AGREEMENTS

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

ARTICLE 24

ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

Company will not assign, subcontract, sublease, or license this Contract without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its 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 25

SECURITY BADGING

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

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

agree that the liquidated damages described in this paragraph are solely for the administrative burden of failure to return the badge.

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

ARTICLE 26

VENUE

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

ARTICLE 27

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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.

ARTICLE 28

RELATIONSHIP OF THE PARTIES

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

ARTICLE 29

RIGHT TO AMEND

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

ARTICLE 30

TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

ARTICLE 31

AMERICANS WITH DISABILITIES ACT

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

ARTICLE 32

FAA APPROVAL

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

ARTICLE 33

AGENT FOR SERVICE OF PROCESS

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

ARTICLE 34

INVALIDITY OF CLAUSES

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

ARTICLE 35

HEADINGS

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

ARTICLE 36

SEVERABILITY

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

ARTICLE 37

COMPLETE CONTRACT

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

ARTICLE 38

MISCELLANEOUS

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

ARTICLE 39

ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature thereto and neither

Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute 287.133, concerning Criminal Activity on Contracts with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Contract.

ARTICLE 40

ORDER OF PRECEDENCE

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

[The remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 20__.

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST: _____
Jane Castor, Secretary

BY: _____
Gary W. Harrod, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:

BY: _____
David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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

Stamp or Seal of Notary

Signature of Notary

Printed Name

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

**IBI GROUP PROFESSIONAL SERVICES
(USA) INC.**

Signed in the Presence of:

BY:

Witness

Signature

Title

Printed Name

Printed Name

Printed Address

Witness

City/State/Zip

Printed Name

IBI GROUP PROFESSIONAL SERVICES (USA) INC.

STATE OF _____

COUNTY OF _____

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

by _____ in the capacity of _____,
(Individual's Name) (Individual's Title)

at _____, a _____, on its behalf _____
(Company Name) (type of company) (He is / She is)

_____ known to me and has produced _____
(Personally / Not Personally) (Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

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

EXHIBIT A
SCOPE OF WORK

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

1.01 Components

GTS software and assistance in troubleshooting Hardware components are covered in this Contract.

1.02 Hardware Compatibility

Company will ensure GTS remains compatible with any manufacturer Upgrades or changes to Hardware.

1.03 Maintenance

- A. This Contract includes, at a minimum, the same responsibilities, coverage (excluding the onsite coverage requirements), response times and documentation requirements as defined in the Warranty period, Exhibit D, TPA/Replace HCAA PARCS Warranty, HCAA 6157 16, Paragraph 1.10 Warranty, which is incorporated herein by reference and made a part of this Scope of Work.
- B. Company will provide maintenance and support for GTS in accordance with Exhibit E, Incident Response-Resolution Priority Matrix.
- C. Company will continue to provide the following Services during the Term of this Contract, in accordance with Exhibit E and Exhibit G, HCAA-IBI Group Professional Services (USA) Inc. Role Matrix:
 - 1. Software Support:
 - a. Remote technical support for GTS software applications.
 - b. On-site technical support as needed for GTS software applications.
 - c. Software development related to defects in the GTS software.
 - d. System migration to new computer operation systems and relational database managers.
 - e. Perform daily system backup to an offsite location and provide data to Authority in the event of a catastrophic system failure, defined as loss of total system functionality.

EXHIBIT A
SCOPE OF WORK

2. Hardware Support
 - a. Remote assistance for Airport Staff to perform preventative maintenance services in accordance with a mutually agreed upon Preventative Maintenance Plan.
 - b. Remote assistance for Airport Staff to perform on-site repair services for all GTS hardware (readers and servers).
 - c. Remote support and maintenance for all GTS software components.
 - d. Procurement of all GTS Hardware components as a reimbursable expense outside of the support budget in accordance with Article 4, Fees and Payments, Section 4.01, Payment, Paragraph, C.2. Reimbursable Expenses of this Contract.
 3. Training
 - a. Provide training, including guides, on any new functionality or changes in system layout and user interface, at no additional charge.
 - b. Provide annual refresher training, at no additional charge.
- D. When Authority replaces or installs new Hardware devices, Company will coordinate with Authority to reconfigure software to work with newly replaced or installed Hardware devices and to support testing of such devices.
- E. Company will provide the post-warranty maintenance services as identified in Exhibit E.
- F. Technical Support and Maintenance
1. Annual Technical Support and Maintenance
Company will maintain at all times all required licensing requirements, qualifications, authorizations and adequate and customary insurance coverage for the performance of the Services of this Contract.
 2. Technical Support and Maintenance Personnel
Company will assign the following types of technical support and maintenance personnel to maintain GTS and respond to Authority notifications, as defined in Exhibit E:
 - a. Network Engineer
 - b. Server Engineer
 - c. Software Engineer
 - d. Database Engineer
 - e. Project Manager
 - f. Software Developer

EXHIBIT A
SCOPE OF WORK

Should a response require repairs or modifications which the technical support and maintenance personnel do not have the capability of performing, Company personnel with the capabilities of making the required repairs or modifications will be available either on-site or via a remote helpdesk.

G. Authority will not pay overtime charges.

1.04 Performance Review

Authority is exercising its right to utilize a Performance Review in accordance with Exhibit D, TPA-Replace HCAA PARCS Warranty.

1.05 After Action Review

Company will provide a draft After Action Review (AAR) including Root Cause within 48 hours of any outage and/or performance issue. Company will submit a finalized AAR five (5) Authority Business Days after any outage and/or performance issue. Company will leverage Authority AAR template and present it in the next schedule status meeting or forward to the Vice President of Information Technology Services immediately if no such meeting is scheduled.

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

1.06 Authority Requested Modifications or Changes

In the event Authority requests modifications or changes to the quantities of devices or systems to be covered, Company shall propose adequate support Personnel and associated costs to provide the same level of support described.

1.07 Major Enhancements

Company may, from time to time, offer major Enhancements to its customers. Such Enhancements will be offered at Company's Hourly Service Rates. Major Enhancements required as a result of obsolescence due to Company business activities will be provided to Authority as part of the fixed annual maintenance fee of the applicable Contract Year as set forth in Article 4, Fees and Payments, of this Contract.

1.08 Releases

Company may, from time to time, issue new Releases of its software to its customers, containing Error Corrections, minor Enhancements, and, in certain instances, if Company

EXHIBIT A
SCOPE OF WORK

so elects, major Enhancements. Company shall provide Authority with one copy of each such Release. Company shall provide reasonable assistance to help Authority install and operate each Release, provided that such assistance, if required to be provided at Authority location, shall be subject to the supplemental charges set forth in Article 4, Fees and Payments, of this Contract.

1.09 Information Technology Change Management Approval Process

Prior to implementing any replacements, major Enhancements or Releases or upon Authority request, Company will complete and submit an Authority Information Technology Services Change Request. To facilitate this process, Authority may provide Company access to its IT Service Management Tool System.

1.10 Consulting

- A. Upon the request of Authority, Company agrees to provide consulting services with regard to GTS-related tasks. Consulting services will be provided as a Change Request.
- B. Company will provide Authority detailed written documentation upon the completion of each Work Plan outlining how the work was performed.
- C. Authority does not guarantee that it will request consulting services.

[The remainder of this page was intentionally left blank]

EXHIBIT B

WORK PLAN

EXAMPLE ONLY – DO NOT COMPLETE

1. Work Plan No.

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

 - B. Project Summary
 - i. Project Purpose:

 - ii. Project Description:

 - iii. Project Scope of Work and Deliverables:

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

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

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

EXHIBIT B

WORK PLAN

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

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

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

Invoices will submitted in four equal installments at the beginning of every 3 month period each year with the final installment to be paid upon full completion and acceptance of all deliverables by Authority. As per the Contract, payment is due 28 days after an approved invoice has been received by Authority Accounts Payables.

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

EXHIBIT B

WORK PLAN

Acknowledgement of Acceptance

Company agrees and accepts the terms of this Work Plan No. _____ as detailed above.

<COMPANY>:

BY:

Signature of Authorized Official

Printed Name

Title

Date

Hillsborough County Aviation Authority

BY:

Signature of Authorized Official

Printed Name

Title

Date

EXHIBIT C

AUTHORITY POLICY, P412 TRAVEL AND BUSINESS DEVELOPMENT EXPENSES

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

LEGAL CONSIDERATION: Section 6(2)(h) of the Hillsborough County Aviation Authority Act authorizes the Authority to reimburse Board members, the Chief Executive Officer, and all Authority employees for all travel expenses incurred while on business for the Authority. Section 6(2)(w) and 6(2)(xx) of the Hillsborough County Aviation Authority Act authorize the Authority to “[a]dvertise, promote and encourage the use and expansion of facilities under its jurisdiction” and do all acts and things necessary and convenient for promotion of the business of the Authority. Florida Administrative Code Rule 69I-42.010 allows for reimbursement of specific incidental traveling expenses including actual portage charges and actual laundry, dry cleaning and pressing expenses in accordance with the Rule. Pursuant to policy, the Authority is allowed to incur business development expenses for meals, beverages and entertainment in order to highlight the numerous advantages and world class facilities of the Authority’s airport system and build relationships with airline executives, potential real estate partners, potential tenants and others.

POLICY:

Travel Purpose:

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

Travel Approval:

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

EXHIBIT C

AUTHORITY POLICY, P412 TRAVEL AND BUSINESS DEVELOPMENT EXPENSES

Travel by Air Carrier:

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

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

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

D. Registration Fees:

The traveler will be reimbursed for all registration fees at meetings and conferences, as well as fees for attending events which are not included in the basic registration fee and that directly enhance the public purpose of the Authority's participation at the meeting or conference.

E. Lodging:

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

EXHIBIT C

AUTHORITY POLICY, P412 TRAVEL AND BUSINESS DEVELOPMENT EXPENSES

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.

EXHIBIT C

AUTHORITY POLICY, P412 TRAVEL AND BUSINESS DEVELOPMENT EXPENSES

I. Travel by Personal or Rental Vehicle:

Board members, the CEO, Vice Presidents and Assistant Vice Presidents are authorized to use their personal vehicle or procure a rental vehicle if necessary to conduct Authority business, without advance approval. Utilization of a rental vehicle by all other Authority employees must be approved in advance of travel in writing by the employee's Vice President.

Except for travel within the State of Florida, utilization of a personal vehicle by all other Authority employees must also be approved in advance of travel in writing by the employee's Vice President. Reimbursement of mileage for authorized use of employee's personal vehicle will be at the Internal Revenue Service cents per mile rate in effect at the time of travel. Rental vehicles will be mid-size or smaller, unless three or more travelers are sharing the vehicle. Travelers will select the rental vehicle refueling option anticipated to be the most economical for the Authority.

J. Travel Report:

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

K. Travel by Consultants:

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

L. Business Development Purpose:

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

M Business Development Expenses:

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

EXHIBIT C

AUTHORITY POLICY, P412 TRAVEL AND BUSINESS DEVELOPMENT EXPENSES

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).

EXHIBIT C

AUTHORITY POLICY, P412 TRAVEL AND BUSINESS DEVELOPMENT EXPENSES

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

TPA/REPLACE HCAA PARCS, HCAA 6157 16 WARRANTY

1.10 WARRANTY

A. General

1. The GTS Vendor shall maintain all systems that are in operation prior to starting the warranty period. This includes all preventative maintenance and repairs.
2. The GTS Vendor shall maintain all systems throughout the warranty period. This includes all preventative maintenance and repairs.
3. All GTS Vendor-supplied hardware and software shall be warranted during both equipment installation and also for a one (1) year post-system acceptance warranty period.
4. No warranty period shall end until finished documentation and deliverables are provided by the GTS Vendor and approved by the Owner.
5. The GTS Vendor shall warranty all parts, materials, and workmanship following Final System Acceptance for a period of twelve (12) months. All-inclusive costs (parts, labor, maintenance, warranty repairs, shipping charges, GTS Vendor travel time, GTS Vendor expenses, etc.) incurred during the warranty period shall be provided without additional cost to the Owner.
6. The GTS Vendor hereby warrants to the Owner that all of the equipment, computer systems and software, including firmware as warranted by third party suppliers, furnished under this contract shall be free from defects in material and workmanship under normal operating use and service where provable misuse, abuse, vandalism, or negligence by Owner or Owner employees or the using public or damages due to Acts of God are not considered normal operating use.
7. Costs (time and material) for repair or parts replacement, components, etc., damaged or rendered unserviceable due to apparent and provable misuse, abuse, vandalism or negligence by Owner or Owner employees or the using public are excluded as a warranty item. Also excluded from the warranty are damages due to Acts of God.

B. Warranty Staffing Coverage and Rates

1. The GTS Vendor's warranty personnel shall be available during Regular Business Hours defined as eight (8) hours per day, five (5) days per week (Monday-Friday) for the warranty repair and preventative maintenance of all hardware and software components provided under this contract.
2. The GTS Vendor shall provide three (3) methods of notification to be used for emergency contact information (ex: telephone, email, SMS text message). During the normal warranty hours, should there be any repairs or modifications required (i.e., database, network, server, etc.), the GTS Vendor support personnel with the capabilities of making those repairs or changes shall be available either on-site or via a remote help desk to support the GTS Vendor's warranty personnel.
3. For services outside of the Regular Business Hours, holidays, and for services that are excluded from the warranty, the GTS Vendor shall submit Hourly Service Rates, by type, to be in effect for the duration of the warranty period, as defined below:
 - a. Hardware Technician
 - b. Network Engineer
 - c. Server Engineer
 - d. Software Engineer
 - e. Database Engineer
4. Owner-Recognized Holidays are defined below:
 - a. New Year's Day
 - b. Martin Luther King, Jr. Day
 - c. Memorial Day, Monday
 - d. Independence Day
 - e. Labor Day
 - f. Thanksgiving Day
 - g. Christmas Day
5. The Owner will not pay overtime charges.
6. Access to the GTS - The GTS Vendor shall follow the proper Owners procedures for gaining access to the GTS equipment in the field and to Owner managed GTS servers. The GTS Vendor shall not modify or repair any equipment or software in service without the approval of the Owner.

C. Warranty Response Times

1. The Vendor shall provide support starting the day the GTS goes live. Once it is determined that assistance is needed, the Owner shall notify the warranty personnel. The response time period begins once the notification is placed.
 - a. The GTS Vendor shall:
 - 1) Respond to the on-duty Owner within one (1) hour of the Owners initial notification and;

- 2) VPN into the system within one (1) hour of responding to the notification or;
- 3) Arrive onsite within two (2) hours of responding to the notification.
- 4) Execute resolution of the problem within 4 hours of working VPN/onsite arrival.

D. Warranty Maintenance Documentation and Reporting

1. The GTS Vendor shall provide and utilize a Maintenance Tracking System to monitor and record all scheduled, requested, and performed maintenance services.
2. The GTS Vendor shall fill in all required fields, completely, for all Preventative Maintenance and Repair Services scheduled and performed. At a minimum the Maintenance Tracking System shall include:
 - a. Unique work order number
 - b. Device ID or component to be serviced
 - c. Identification of the problem/service to be performed
 - d. Date/time failure reported
 - e. Reporting party
 - f. Assigned technician
 - g. Corrective action code
 - h. Description of corrective action
 - i. Identification of replaced modules/parts or software patches/upgrades made
 - j. Date/time corrective action was tested and verified to be operational
3. The Maintenance Tracking System database shall be kept on a component-by-component basis according to equipment number or component type. A component shall be defined as the major items within the GTS, e.g. barrier gate, lane controller, workstation, etc. The maintenance database shall include a parameter driven reporting feature (by date, by component type, by specific module, by problem type) and inventory reports.
4. The maintenance database shall also record all software and hardware updates.
5. The maintenance database shall be accessible by the Owner at any time during the warranty period.
6. Thirty (30) days after the end of the warranty period, the GTS Vendor shall provide to the Owner the data in the maintenance database in a file format that allows import into the Owner's work order system.
7. Maintenance Reporting:
 - a. All reporting requirements shall be determined at the time of Contract start.
 - b. The Owner shall approve the maintenance report formats.
 - c. The reporting system shall be capable of providing, at a minimum, the following reports:
 - 1) A Weekly Out-of-Service Report, indicating how long any lane was out of order.
 - 2) A monthly Repair Service report to the Owner.
 - 3) A monthly report of all preventative maintenance performed.

- 4) A monthly Maintenance Reports in the Owner-approved format to designated personnel during the Contract period.

E. Warranty Software Support

1. GTS software shall refer to the proprietary GTS Vendor's software and 3rd party software used in the GTS solution.
2. The GTS shall perform five (5) basic categories of tasks related to GTS software support as part of the warranty:
 - a. Remote technical support both GTS and all 3rd party software applications.
 - b. On-site technical support as needed both GTS and all 3rd party software applications.
 - c. Software development to meet the agreed upon requirements of this technical specification and software to fix any related deficiencies.
 - d. Upgrades and updates to GTS Vendor-supplied application software when they become available at no additional cost to the Owner.
 - e. System migration to new computer operation systems and relational database managers.
3. The GTS Vendor shall correct major GTS software problems immediately on a priority basis not to exceed forty-eight (48) hours. Major GTS software problems are defined as those causing erroneous financial transactions, revenue loss, reporting errors, loss of entry/exit functionality, loss of payment functionality, system instability, or database corruption.
4. GTS software problems that are identified and are agreed to be minor, that is not affecting revenue, reporting, or the entry/exit or payment functionalities, these problems shall be corrected in a new GTS software release to be available to the Owner within three (3) months of notification.
5. The GTS Vendor shall commit to provide corrective patches and upgrades in the event security vulnerability or system availability issues are discovered within seven (7) days of discovery.
6. The GTS Vendor shall test and document all software modifications prior to delivery to the Owners.
7. All upgrades or improvements to GTS software shall be documented and approved and coordinated with Owner staff prior to implementation.
 - a. GTS Vendor shall coordinate the testing and implementation of all patches and updates with the Owner.
 - b. GTS Vendor shall coordinate all remote and physical access into the servers with Owner IT Services.
 - c. Seven calendar days prior to all GTS software modifications, patches, updates, and upgrades, the GTS Vendor shall provide accurate and complete documentation that describes:
 - 1) Patch/update release designation.
 - 2) Proposed date and time of implementation.
 - 3) Comprehensive release notes and detailed description of what the patch/update accomplishes.

- 4) Full disaster recovery procedures that return the system to its pre-patch update condition.
 - 5) List of other installations where the patch has been previously installed and contact information for those customers.
 - d. Once authorized by the Owner, the GTS Vendor shall install software modifications according to the Owner–approved installation procedures. At its discretion, the Owner may independently test and verify these modifications prior to authorizing the GTS Vendor to install the modification in the production environment.
 - e. The GTS Vendor shall supply software modifications to correct all defects in the GTS software arising from installation of any modification provided. No hours or charges shall be incurred by the Owner for this corrective work.
8. The GTS Vendor shall support upgrades to their application based on operating system patch and upgrade requirements. For example, if the GTS runs on a Microsoft operating system, the software shall be able to be patched according to the Microsoft patch and upgrade schedule without breaking any application. If Microsoft decommissions an operating system, the GTS Vendor must be capable of releasing code compatible with next operating system upgrade prior to Microsoft ending support for current operating system.
9. Owner Requested System Migration – Within two (2) years after each major release of the OEM operating system and relational database managers used as part of the GTS solution, the Owner may request the GTS Vendor to migrate the respective portions of the GTS to the new OEM releases. At such times, the Owner shall request a quote from the GTS Vendor for the labor required to modify, test, deploy, and document the migration of the GTS application software or database to the new OEM release. Upon acceptance of the ensuing task order, the GTS Vendor shall perform the migration work, test the results, and deploy the upgraded GTS in a controlled fashion as approved by the Owner. All system migration work performed under a task order issued by this contract shall be warranted by the GTS Vendor against defects for a period of one year after installation of the software. Labor required to correct defects in system migration under this contract shall not count against the labor bank. Failure of the GTS Vendor to update OEM operating systems and relational database managers requested by the Owner shall result in the GTS Vendor taking liability for errors and malfunctions resulting from using an old OEM operating system and relational database managers.
10. The Owner will procure and install all servers and workstations under an existing contract. GTS Vendor shall advise the Owner of current service packs and patch versions that have tested compatible with the GTS and that should be installed on the servers and workstations.
11. If at any time the GTS Vendor ceases to do business or ceases to make their GTS software product commercially available, the Owner will assume full ownership of the GTS software. Thirty (30) days prior to ceasing to do business, the GTS Vendor will provide the most current version of the GTS software source code to the Owner.

F. Warranty Hardware Maintenance

1. The scope of the warranty hardware maintenance work includes Preventative Maintenance and Hardware Repair Services for hardware provided by the GTS Vendor.
2. The GTS Vendor shall perform four (4) basic categories of tasks related to GTS hardware preventative maintenance and repair services as part of the warranty:
 - a. Preventative Maintenance services in accordance with the approved Preventative Maintenance Plan.
 - b. On-site Repair Services for all GTS components.
 - c. Remote support and maintenance for all GTS components.
 - d. 24/7 Hotline Telephone Support.
3. The Maintenance Services to be provided by the GTS Vendor include maintenance for the GTS hardware and components that are provided by the GTS Vendor. The services proposed by the GTS Vendor shall also cover any additional subsystems that are installed by the GTS Vendor as part of this project.
4. Any individual providing hardware maintenance services as part of the warranty shall be a GTS Vendor factory trained and certified technician.
5. GTS Vendor-certified technicians shall provide total system support. Access to a GTS Vendor-certified technician includes contact by telephone call or text, e-mail, and on-site as needed to provide the levels of support defined within the Contract. The GTS Vendor shall be responsible for providing all labor, materials, equipment, and supervision required to maintain and repair all GTS hardware installed as part of this project.

G. Preventative Maintenance

1. Preventative maintenance services shall be as defined within the Manufacturer's recommended maintenance procedures manual submitted with the Proposal as accepted by the Owner.
2. Preventative Maintenance shall be scheduled to the greatest extent possible during non-peak periods. The GTS Vendor shall consult with the Owner to determine periods of peak activity for the various devices.
3. Preventative Maintenance Plan: The GTS Vendor shall submit a proposed Preventative Maintenance Plan for all hardware specified in the Contract that is provided by the GTS Vendor that ensures all hardware operates as designed and specified. The GTS Vendor shall submit the Preventative Maintenance Plan as part of their Proposal response. Preventative Maintenance services shall include but are not limited to inspection, testing, necessary adjustment, alignments, lubrication, parts cleaning, replacement of consumables, battery refresh, communication system maintenance, server administration and database administration of the GTS hardware provided as part of this project by the GTS Vendor. The Owner reserves the right to modify any portion of the Preventative Maintenance Plan throughout the life of the Contract. Preventative Maintenance services shall be performed on each hardware component of the GTS in accordance with the approved Preventative Maintenance Plan. The GTS Vendor shall provide a list of Preventative Maintenance tasks and frequencies for each

component, to include daily, weekly, bi-weekly, monthly, quarterly, semi-annual, and annual overhauls.

4. Scheduled maintenance services shall follow this general procedure:
 - a. Prepare – This includes reading and becoming familiar with all manuals and material concerning the equipment, ensuring safety precautions are taken, obtaining all tools, taking the equipment out of service, initiating service documentation, and updating the Maintenance Log.
 - b. Visually Inspect – Includes checking for loose wires, missing hardware, structural damage, bent pins, damaged cables, cracked displays, peeling labels, rust, etc.
 - c. Service and Repair – This includes performing the service and repairing items noted faulty during the inspection.
 - d. Test – This includes testing the equipment to ensure functionality in accordance with the Contract.
 - e. Return to Service – Once testing is complete and successful the technician shall return the equipment back into service.
 - f. Complete Service Documentation – The technician shall complete the service documentation, file paperwork for historical purposes, and update the Maintenance Log.
5. As part of the Preventative Maintenance procedures for each piece of equipment the GTS Vendor shall initial and note the date and time the Preventative Maintenance was performed. The Owner shall have the ability, at any time, to Preventative Maintenance records
6. The GT Vendor shall be responsible for providing all tools and test equipment or any specialized tools required to perform the tasks of the maintenance agreement.
7. All consumable office supplies shall be the responsibility of the GTS Vendor.

1.11 POST-WARRANTY MAINTENANCE SERVICES – YEARS 2 THROUGH 6

- A. The post-warranty maintenance period shall begin after the one (1) year warranty period expires.
- B. The GTS Vendor shall provide five (5) 1-year optional periods for maintenance that the Owner may elect to exercise.
- C. Post-warranty maintenance services shall include the same responsibilities, coverage, response times, and documentation requirements as defined in the warranty period.

1.12 SPARE PARTS

- A. The GTS Vendor shall propose a list of spare parts (type and quantity) to be maintained on site and shall include one (1) spare TagMaster LR-6XL AVI reader. The list of all spare parts required to maintain the system under the submitted preventive maintenance program shall be clearly identified and included in the Proposal. In addition, the GTS Vendor shall submit a price list for the proposed spare parts inventory that lists the cost of each part on the spare parts inventory.

EXHIBIT E
INCIDENT RESPONSE-RESOLUTION PRIORITY MATRIX

		IMPACT LEVEL			
		Business Critical/Multiple Hardware Components (Readers)/Financial/Passenger Processing/Life Safety/Airport Reputation/Multiple HCAA Departments	Isolated/Single Hardware Component (Reader)/Single HCAA Group/No Financial Impact	Non-business critical/Single HCAA Individual	Request/Request for Information/*Excludes Software Enhancement Requests
URGENCY LEVEL	Processing halted	P1 – Major Incident	P2 – High	P3 - Medium	N/A
	Processing Degraded	P1 – Major Incident	P2 - High	P3 - Medium	N/A
	Processing not Affected	P2 - High	P3 - Medium	P4 - Low	P3 - Medium
	Low to no Impact	P3 - Medium	P4 - Low	P4 - Low	P4 - Low

Priority	Hours of Support	Response Target	Resolution Target
P1 – Major Incident	Authority Business Hours	15 minutes	2 business hours
P2 – High	Authority Business Hours	30 minutes	4 business hours
P3 – Medium	Authority Business Hours	2 hours	1 business day
P4 – Low	Authority Business Hours	1 business day	5 business days

These response times are relevant to Ground Transportation System software and not applicable to any external field equipment (i.e. readers), external processes or interfaces (i.e. credit card transaction processors) or Servers, Operating System or Authority Networking issues.

In the event of a catastrophic system failure defined as loss of total system functionality, Company will provide 24 x 7 hours of support at no additional cost until a resolution is identified, Authority and Company mutually agree to the resolution and functionality of the system, as relevant to system software, is restored.

EXHIBIT F
AFTER ACTION REVIEW TEMPLATE

Service Level Agreement: Draft required within 48 hours to HCAA ITS; Follow up Items agreed upon due dates.

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

EXHIBIT G
HCAA-IBI GROUP PROFESSIONAL SERVICES (USA) INC ROLE MATRIX

#	Item	Install	Configure	Monitor	Manage
1	Facility (Environmentals, Power, Rack, PDU, Access Control)	HCAA	HCAA	HCAA	HCAA
2	Firewall Hardware	HCAA	HCAA	HCAA	HCAA
3	Firewall Software (ACL's, Port Configs)	HCAA	HCAA	HCAA	HCAA
4	Virtual Infrastructure Hardware	HCAA	HCAA	HCAA	HCAA
5	Storage Array Hardware	HCAA	HCAA	HCAA	HCAA
6	Storage Array Software	HCAA	HCAA	HCAA	HCAA
7	Storage Replication Engine	HCAA	HCAA	HCAA	HCAA
8	Extended Network	HCAA	HCAA	HCAA	HCAA
9	Storage Area Network Hardware (Fiber Channel Switches if applicable)	HCAA	HCAA	HCAA	HCAA
10	Storage Area Network Software (VSAN's, Zoning)	HCAA	HCAA	HCAA	HCAA
11	IP Network Hardware (switches and routers)	HCAA	HCAA	HCAA	HCAA
12	IP Network Software (VLAN's, Port Configs)	HCAA	HCAA	HCAA	HCAA
13	Serial over IP Devices (If applicable)	HCAA	HCAA	HCAA	HCAA
14	Compute/Physical Server Hardware	HCAA	HCAA	HCAA	HCAA
15	Compute/Physical Server Software/Firmware	HCAA	HCAA	HCAA	HCAA
16	Automatic Vehicle Identification (AVI) readers	HCAA	IBI	IBI	IBI
17	Virtual Environment (DRS, HA, Storage, Network)	HCAA	HCAA	HCAA	HCAA
18	Virtual Supporting Infrastructure (misc networking, update manager, etc)	HCAA	HCAA	HCAA	HCAA
19	Virtual Environment Management Console	HCAA	HCAA	HCAA	HCAA
20	Virtual Machines Supporting IBI AVI Application	HCAA	IBI	HCAA	HCAA
21	Parking Active Directory Infrastructure (Domain Controllers, DNS)	HCAA	HCAA	HCAA	HCAA
22	Parking Anti-virus	HCAA	HCAA	HCAA	HCAA
23	Parking Microsoft License Management	HCAA	HCAA	HCAA	HCAA
24	Parking Windows Updates	HCAA	HCAA	HCAA	HCAA
25	IBI Application software	IBI	IBI	IBI	IBI
26	IBI Application Software Scripting	IBI	IBI	IBI	IBI
27	Localized Backup and disaster recovery Software for IBI Application Servers	IBI	IBI	HCAA	HCAA
29	Veeam backup of virtual machines	HCAA	HCAA	HCAA	HCAA
30	Backup and disaster recovery for supporting hardware including AVI Readers	IBI	IBI	HCAA	HCAA
31	Ping availability, Disk Space, CPU, RAM notifications	HCAA	HCAA	HCAA	HCAA
32	Hard disk data destruction	HCAA	HCAA	HCAA	HCAA

EXHIBIT G
HCAA-IBI GROUP PROFESSIONAL SERVICES (USA) INC ROLE MATRIX

33	Network Manufacturer Support Agreement	N/A	N/A	HCAA	HCAA
34	Storage Manufacturer Support Agreement	N/A	N/A	HCAA	HCAA
35	Backup Tools Manufacturer Support Agreement	N/A	N/A	HCAA	HCAA
36	Virtualization Manufacturer Support Agreement	N/A	N/A	HCAA	HCAA
37	Microsoft Support Agreement	N/A	N/A	HCAA	HCAA
38	Automatic Vehicle Identification (AVI) reader Support Agreement	IBI	IBI	IBI	IBI

EXHIBIT G
HCAA-IBI GROUP PROFESSIONAL SERVICES (USA) INC ROLE MATRIX

Document	First Call Service	2nd Call Service	3rd Call Service	Notes
HCAA	HCAA	Varies	Varies	
HCAA	HCAA	Firewall Manufacturer	N/A	
HCAA	HCAA	Firewall Manufacturer	N/A	
HCAA	HCAA	Hardware Manufacturer		
HCAA	HCAA	Storage Manufacturer	N/A	
HCAA	HCAA	Storage Manufacturer	N/A	
HCAA	HCAA	Storage Manufacturer	N/A	
HCAA	HCAA	Network Manufacturer	N/A	
HCAA	HCAA	Network Manufacturer	Storage Manufacturer	
HCAA	HCAA	Network Manufacturer	Storage Manufacturer	
HCAA	HCAA	Network Manufacturer	N/A	
HCAA	HCAA	Network Manufacturer	N/A	
HCAA	HCAA	Manufacturer	N/A	
HCAA	HCAA	Server Manufacturer	N/A	
HCAA	HCAA	Server Manufacturer	N/A	
IBI	HCAA	IBI	Manufacturer	HCAA orders spares through IBI
HCAA	HCAA	Virtualization Manufacturer	Varies	
HCAA	HCAA	Varies	Varies	
HCAA	HCAA	Virtualization Manufacturer	Varies	
HCAA	HCAA	HCAA	Varies	
HCAA	HCAA	Microsoft	Varies	
HCAA	HCAA	Anti-virus Manufacturer	Varies	
HCAA	HCAA	Microsoft	Varies	
HCAA	HCAA	Microsoft	Varies	
IBI	IBI	Varies	N/A	
IBI	IBI			
HCAA	HCAA	Application Provider	HCAA	
HCAA	HCAA	Veeam	Varies	
HCAA	HCAA	Hardware Manufacturer	Varies	
HCAA	HCAA	Software Manufacturer	Varies	
HCAA	HCAA	N/A	N/A	

EXHIBIT G
HCAA-IBI GROUP PROFESSIONAL SERVICES (USA) INC ROLE MATRIX

HCAA	HCAA	N/A	N/A	
HCAA	HCAA	N/A	N/A	
HCAA	HCAA	N/A	N/A	
HCAA	HCAA	N/A	N/A	
HCAA	HCAA	N/A	N/A	
IBI	IBI	N/A	N/A	

EXHIBIT H
GTS KEY PERFORMANCE INDICATORS

System Uptime – percentage of time that the IBI application is successfully operational and processing passengers*. (99.9%)

*Successful operation and processing is defined as the system operating at full efficiency without:

- Any manual intervention or reconciliation of revenue required
- All lanes operating at average or above average processing intervals
- All reporting and monitoring functionality operational

**Uptime calculations with downtime Daily, Weekly, Monthly, Yearly. (To be determined by Authority business owner):

99.9% - **Daily:** 1m 26.4s, **Weekly:** 10m 4.8s, **Monthly:** 43m 49.7s, **Yearly:** 8h 45m 57.0s

99.99% - **Daily:** 8.6s, **Weekly:** 1m 0.5s, **Monthly:** 4m 23.0s, **Yearly:** 52m 35.7s

99.999% - **Daily:** 0.9s, **Weekly:** 6.0s, **Monthly:** 26.3s, **Yearly:** 5m 15.6s

Unauthorized Change Management – percentage of detected unauthorized changes per total. (Goal 0%)

Successful Change Management – percentage of successfully implemented changes per total (Goal >95%)

Incident Management – percentage of incidents responded to and resolved within SLA (Goal >95%)

After Action Review – AAR draft within 48 hours following Priority 1 Major Incident. (Goal 100%)

EXHIBIT I
GTS SPARE PARTS LIST

RFID Reader Devices

Qty Stock	Part Number	Description	Note
6	LR6-XL 154900	TagMaster RFID Reader Device	Min-Max stock levels: 4-6

Cable

Qty Stock	Part Number	Description	Note
6	S1915-LR-25	LR-Series Multi-Purpose Cable	Min-Max stock levels: 4-6