

Hillsborough County Aviation Authority

CONTRACT

FOR

WEST SIDE BAGGAGE HANDLING SYSTEM SERVERS – SOFTWARE REPLACEMENT

COMPANY: BROCK SOLUTIONS US SYSTEMS LLC

Board Date: September 7, 2017

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ATTACHMENT NO. 1 – COST PROPOSAL

| | |
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HILLSBOROUGH COUNTY AVIATION AUTHORITY

This Contract for West Side Baggage Handling System Servers – Software Replacement (hereinafter referred to as Contract) is made and entered into this 7th day of September, 2017 between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as Authority), and Brock Solutions US Systems LLC, a Texas 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 the Authority Finance Department that deals with accounts payable.
- B. **Authority Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.
- C. **CEO:** Authority Chief Executive Officer.
- D. **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, the Authority's Request for Proposals, dated May 10, 2107, and the Company's Response to the Request for Proposals, dated June 19, 2017.
- E. **Contract Manager:** Authority representative responsible for coordinating and overseeing Company to include, but not be limited to, monitoring, interpreting and overseeing the services with regard to the quality performed, the manner of performance, and Authority and customer satisfaction with performance levels.
- F. **Corporate Representative:** The individual employee of Company responsible for monitoring this Contract and coordinating support for the General Manager at the corporate level to ensure compliance with the terms and conditions of this Contract.

- G. **FAA:** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- H. **General Manager:** The individual designated by Company to exclusively manage and oversee the performance of services hereunder.
- I. **Main Terminal:** The nine-level structure that, as of the Effective Date, contains baggage claim, airline ticket counters and transfer level with Authority management and executive offices, and the six short-term parking levels.
- J. **Personnel:** Individuals who are directly employed or contracted by Company to perform the services at Tampa International Airport.
- K. **Project:** West Side Baggage Handling System Servers – Software Replacement, HCAA Project No. 6105 15
- L. **Project Manager:** The individual responsible for the day to day management of the services provided.
- M. **Scope of Work:** The Scope of Work provided as detailed in the Authority’s Request for Proposals, dated May 10, 2107 and the Company’s Response to the Request for Proposals, dated June 19, 2017.
- N. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

1.02 Exhibits

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

- A. Exhibit A, Contractual Insurance Terms and Conditions
- B. Exhibit B, Remote Access to Authority Information Systems
- C. Exhibit C, E-Verify Certification
- D. Exhibit D, Common Law Payment and Performance Bonds

ARTICLE 2

SCOPE OF WORK

- 2.01 Company agrees to provide the Scope of Work as set forth in Attachment No. 1, Cost Proposal, which is attached hereto and incorporated herein by reference.
- 2.02 The following is, in general, the Scope of Work to be provided by the Company:
- Providing and implementing the replacement of the existing West Side Baggage Handling Systems Servers Software.

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 September 7, 2017 and will continue through completion of the Project unless terminated earlier as provided herein.
- 3.03 Commencement of Fees and Charges
All fees and charges hereunder will commence on September 7, 2017 and will continue for the Term of this Contract.
- 3.04 Commencement of Operations
Company will begin the Scope of Work on September 7, 2017 and will continue through completion of the Project.
- 3.05 Early Termination
Authority may terminate this Contract, without cause, by giving thirty (30) days written notice to Company.

ARTICLE 4

FEES AND PAYMENTS

- 4.01 Payment
Authority will pay Company based on an approved detailed work plan that includes the project costs and payment schedule included in Attachment 1, Cost Proposal.

4.02 Invoices

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

4.03 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 the 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 the 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

TAXES

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

the work and such taxes will be paid by Company. Authority is exempt from all State and federal sales, use and transportation taxes.

ARTICLE 6

OWNERSHIP OF DOCUMENTS

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics made by Company or its employees incident to, or in the course of the Scope of Work, will be and remain the property of Authority. Notwithstanding the foregoing, all Company supplied background IP as well as all resulting IP developed by Company through the course of the Contract, and included as part of the Contract deliverables, will be owned exclusively by Company, but Company grants to Authority a permanent, nonexclusive, fully paid and royalty-free license to the background and resulting IP to the extent required to utilize the Contract deliverables at Authority's site for the Authority's baggage system. In the event Company declares bankruptcy or discontinues this line of business, Company assigns ownership of all IP and resulting IP developed by Company through the course of this Contract and for use under this Contract to the Authority.

ARTICLE 7

QUALITY ASSURANCE

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

ARTICLE 8

NON-EXCLUSIVE

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

ARTICLE 9

DEFAULT AND TERMINATION

9.01 Events of Default

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

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

9.02 Authority Remedies

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

- A. Terminate Company's rights under this Contract and, in accordance with law, Company will remain liable for all payments or other sums due under this Contract and for all damages suffered by Authority because of Company's breach of any of the covenants of this Contract; or
- B. Treat the Contract as remaining in existence, curing Company's default by performing or paying the obligation which Company has breached. In such event all

sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable as well as interest thereon, from the date such fees or charges became due to the date of payment, at 12 percent per annum or to the maximum extent permitted by law.

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

9.03 Continuing Responsibilities of Company

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

9.04 Company's Remedies

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

days, provided, however that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

In the event it is determined by a court of competent jurisdiction that the Authority has wrongfully terminated this Contract, then such termination shall automatically be deemed a termination for convenience under Article 4.04.

ARTICLE 10
CANCELLATION

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

ARTICLE 11
INDEMNIFICATION

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

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

by the Company or the Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person whether the liability, suit, claim, 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 claim(s) caused in part by the negligence, acts, or omissions of the Authority, its members, officers, agents, employees, and volunteers.

11.02 In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend the Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief, expenses, losses, costs, royalties, fines or attorney's fees 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), 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 or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

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

11.03 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless the Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Company and persons employed or utilized by the Company in the performance of this Contract.

11.04 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 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.

- 11.05 Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against the Authority, its members, officers, agents, employees, and volunteers is fully and finally barred by the applicable statute of limitations or repose.
- 11.06 Nothing in this Article or Contract will be construed as a waiver of any immunity from or limitation of liability the Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- 11.07 The 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.
- 11.08 If the above sub-Articles 11.01-11.07 or any part of sub-Articles 11.01-11.07 are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

ARTICLE 12

ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

12.01 Books and Records

In connection with payments to Company under this Contract, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Company will maintain such books and records for five years after the end of the term of this Contract. Records include, timesheets for hourly billing charges, schedule of values, invoices, statements, travel, lodging costs. Company will not destroy any records related to this Contract without the express written permission of Authority.

12.02 Financial Reports

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

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

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

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Contract or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. 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 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 \$100.00 per calendar day for each record requested that is not received. Such damages may be assessed beginning on the eighth (8th) day following the date the request was made. Accrual of liquidated damages will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and Owner retains its 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 such failure to comply.

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

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

ARTICLE 13

GUARANTEED COMPLETION DATE / LIQUIDATED DAMAGES

Upon imposition of liquidated damages under this Article, Authority may either deduct the liquidated damage amounts from any payment due to Company or deduct the liquidated damages from Company's performance guaranty within ten (10) days of the date the liquidated damages were imposed.

13.01 Company will commence the Scope of Work upon issuance of the Notice to Proceed. Company will achieve Substantial Completion of the Work no later than the Guaranteed Completion Date of June 30, 2018. The Guaranteed Completion Date is subject to authorized adjustments in accordance with the Contract. Substantial Completion will be defined as completion of the Scope of Work included in this Contract.

13.02 Liquidated Damages For Failure to Complete Work Scheduled for Each Day

It is mutually agreed between the parties hereto that time is of the essence of this Contract, and the event the software transition services required by this Contract have not been completed by 4:00 a.m. each morning Company is providing such services, it is agreed that from any money due or to become due Company or its surety, Authority may retain the sum of One Thousand Two Hundred Fifty (\$1,250.00) for the first half hour and Two Thousand Five Hundred dollars (\$2,500.00) per each subsequent half-hour the baggage handling system operation is not returned to service while conducting such software transition services if it is determined that the delay has been caused as a direct result of Company testing activities, and is related to systems within Company's Scope of Work and control, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by Authority by failure of Company to complete the software transition services required by this Contract for each day such services are to be performed. Authority will guarantee a minimum of five and one-half (5-1/2) hours nightly for Company to provide their software transition services. In general, this time will be from 10:00 p.m. to 3:30 a.m. Schedules may be changed due to airline operations and will be mutually agreed upon by both parties before commencing work.

Once nightly software transition services are complete, the new system is brought online for that portion of the project, and such work has been accepted by the Authority, the new system will be covered under warranty and Company will address issues with on-site stand-by staff as part of this Contract.

13.03 Liquidated Damages For Failure to Achieve Substantial Completion

It is mutually agreed between the parties hereto that time is of the essence of this Contract, and in the event the Scope of Work has not achieved Substantial Completion by the completion date(s) or within the days herein specified, it is agreed that from any money due or to become due Company or its surety, the Authority may retain the sum of Two Thousand Five Hundred and No One Hundredths Dollars (\$2,500.00) per day, for each day thereafter, Sundays and holidays included, that the Scope of Work remains incomplete, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by the Authority by failure of Company to complete the Scope of Work within the time(s) stipulated. The Parties agree that assessment of actual damages at the time this Contract is made is uncertain, and therefore the parties agree that the sum of \$2,500.00 per day is a reasonable estimation of the damages likely incurred in the event of delay. The parties agree that the liquidated damages described in this Paragraph 13.03 are solely for delay and loss of use.

ARTICLE 14

INSURANCE

14.01 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 insured.

14.02 Required Coverage – Minimum Limits

A. Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Company under this Contract or the use or occupancy of Authority premises by, or on behalf of, Company in connection with this Contract and maintained throughout the Project and for three years following completion of the Project. 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 |

B. Workers' Compensation and 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 |

C. Business Automobile Liability Insurance

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

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

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

D. Professional Liability Insurance

Such insurance will be provided on a form acceptable to the Authority and maintained throughout the Project and for three years following completion of the Project. Coverage will include all work of the Company without exclusions unless approved in writing by the Authority. The limits of coverage will not be less than:

| | |
|------------------|-------------|
| Each Occurrence | \$1,000,000 |
| Annual Aggregate | \$1,000,000 |

E. Cyber Liability & Data Storage

Company shall purchase and maintain, throughout the life of the Contract, Cyber Liability Insurance which will respond to 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 “Crisis Management” and “Remediation Expense,” including, but not limited to, costs and expenses relating to notifying effected customers/users of security breach, providing credit monitoring services, computer forensics costs, and public relations expenses, resulting from a breach of security or other compromising release of private data.

The minimum limits of liability shall be:

| | |
|--|-------------|
| Each Occurrence | \$1,000,000 |
| Annual Aggregate | \$1,000,000 |
| Crisis Management and Remediation 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. Waiver of Subrogation

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

14.03 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Exhibit A, 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 15

NON-DISCRIMINATION

Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Company agrees to comply with the requirements detailed in Civil Rights/Non-Discrimination, Non-Federal Provisions. The document can be found on the

Authority website at: www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources.

ARTICLE 16

WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE

16.01 Authority Policy

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

16.02 Non-Discrimination

- A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Company will carry out applicable requirements of Authority W/MBE Policy and Program in the award and administration of this Contract. Failure by Company to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Authority deems appropriate.
- B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements or contracts.

16.03 W/MBE Participation

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

- B. W/MBE Termination and Substitution: Company is prohibited from terminating or altering or changing the scope of work of a W/MBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during the Contract will be a material violation of the Contract and will invoke the sanctions for non-compliance specified in this Contract and the W/MBE Policy and Program.
- C. Monitoring: Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the W/MBE participant, and other records pertaining to W/MBE participation, which Company will maintain for a minimum of three years following the end of this Contract. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Contract, Authority reserves the right to review and approve all sub-leases or subcontracts utilized by Company for the achievement of these goals.
- D. Prompt Payment: Company agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment Company receives from Authority. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both W/MBE and non-W/MBE subcontractors.

ARTICLE 17

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 18
DATA SECURITY

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

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

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

ARTICLE 19
DISPUTE RESOLUTION

19.01 Claims and Disputes

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

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

19.02 Resolution of Claims Disputes

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

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

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

to day Contract responsibilities, shall meet, within ten (10) days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. 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, the Authority will review the Company's claims and may (1) request additional information from Company which will be immediately provided to Authority, or (2) render a decision on all or part of the claim in writing within twenty one (21) days following the receipt of such claim or receipt of additional information requested.

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

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

ARTICLE 20

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 21

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 22

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

ARTICLE 23

COMPLIANCE WITH 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 24

CONTRACT MADE IN FLORIDA

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

ARTICLE 25

NOTICES AND COMMUNICATIONS

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

TO AUTHORITY:

(MAIL DELIVERY)

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

TO COMPANY:

(MAIL DELIVERY)

BROCK SOLUTIONS US SYSTEMS LLC
 8080 TRISTAR DRIVE
 SUITE 126
 IRVING, TEXAS 75063
 ATTN: CHIEF FINANCIAL OFFICER

OR

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

(HAND DELIVERY)
BROCK SOLUTIONS US SYSTEMS LLC
8080 TRISTAR DRIVE
SUITE 126
IRVING, TEXAS 75063
ATTN: CHIEF FINANCIAL OFFICER

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

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

ARTICLE 26

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 27

SUBORDINATION TO TRUST AGREEMENT

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

ARTICLE 28

ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

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

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

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

ARTICLE 29

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 the Authority of each Badge that is lost, stolen, unaccounted for, or not returned to Authority. This liquidated damage fee will be paid by Company within ten (10) days from the date of invoice. The liquidated damage fee is subject to change without notice, and Company will be responsible for paying any increase in the liquidated damage fee. It is

mutually agreed between the parties that the assessment of the liquidated damage fee is reasonable. The parties agree that the liquidated damages described in this paragraph are solely for the administrative burden of failure to return the badge.

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

ARTICLE 30

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 31

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 32

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 33

RIGHT TO AMEND

In the event that the United States Government, 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 to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder. Any such increases in charges will be incorporated by an amendment to this Contract.

ARTICLE 34

TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

ARTICLE 35

COMPANY TENANCY

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature thereto.

ARTICLE 36

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 37

AGENT FOR SERVICE OF PROCESS

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

Hillsborough County, Florida, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 38

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 39

HEADINGS

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

ARTICLE 40

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 41

MISCELLANEOUS

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

ARTICLE 42

ORGANIZATION AND AUTHORITY TO ENTER INTO 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 43

ORDER OF PRECEDENCE

In the event of any conflict(s) among the Contract Documents, Company will present conflict for resolution to Authority. Authority and Company agree to work faithfully together to resolve such conflict.

ARTICLE 44

VPN

Company agrees to comply with Authority Policies and Procedures with respect to VPN access to Authority networks, including but not limited to, Exhibit B, Remote Access to Authority Information Systems, as it may be amended from time to time.

ARTICLE 45

E-VERIFY REQUIREMENT

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status), all agencies under the direction of the Governor are to include as a condition of all state contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Company during the contract term, and an express requirement that the Company include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Any projects with Florida Department of Transportation (FDOT) funding will contain this assurance as a condition for any new Joint Participation Agreements dated after January 4, 2011. The Company will verify all of their new employees and will require that their subcontractors verify all of their new employees in accordance with the E-verify requirements set out above.

[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: _____
Victor D. Crist, Secretary

BY: _____
Robert I. Watkins, 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: _____
Michael Kamprath, 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 Robert I. Watkins, in the capacity of Chairman of the Board of Directors, and Victor D. Crist, 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)

BROCK SOLUTIONS US SYSTEMS LLC

Signed in the Presence of:

BY:

Witness

Signature

Printed Name

Title

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

BROCK SOLUTIONS US SYSTEMS LLC

STATE OF _____

COUNTY OF _____

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

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

at _____, a corporation, on its behalf _____
(Company Name) (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)

ATTACHMENT NO. 1

Appendix A, Tab 7. Cost Proposal HCAA Project No. 6105 15

West Side Baggage Handling System Servers - Software Replacement

Tampa International Airport
Tampa, Florida

Hillsborough County Aviation Authority

| Proposal Item Number | Item Description and Proposed Price Per Unit <i>(In Words)</i> | Proposed Price Per Unit <i>(In Numbers)</i> | Est Qty | Unit | Total Amount Per Item <i>Unit Price Times Est Qty</i> |
|----------------------|--|---|---------|------|---|
| 1 | Project Management Seventy five thousand, forty five <i>Proposed Price Per Unit In Words</i> | Dollars zero Cents \$ 75,045.00 <i>In Numbers</i> | 1 | LS | \$ 75,045.00 |
| 2 | Payment and Performance Bond | | | | |
| 3 | Hardware and Off-the Shelf Software Ten thousand, one hundred and twenty five <i>Proposed Price Per Unit In Words</i> | Dollars zero Cents \$ 10,125.00 <i>In Numbers</i> | 1 | LS | \$ 10,125.00 |
| 4 | Functional Specification and Design Meetings Ninety three thousand, seven hundred and seventy five <i>Proposed Price Per Unit In Words</i> | Dollars zero Cents \$ 93,775.00 <i>In Numbers</i> | 1 | LS | \$ 93,775.00 |
| 5 | PLC Programming and Support Eight thousand, nine hundred and ninety five <i>Proposed Price Per Unit In Words</i> | Dollars zero Cents \$ 8,995.00 <i>In Numbers</i> | 1 | LS | \$ 8,995.00 |
| 6 | Software Configuration and Development Eighty two thousand, one hundred and fifteen <i>Proposed Price Per Unit In Words</i> | Dollars zero Cents \$ 82,115.00 <i>In Numbers</i> | 1 | LS | \$ 82,115.00 |
| | Four hundred and fourteen thousand, two hundred and five <i>Proposed Price Per Unit In Words</i> | Dollars zero Cents \$ 414,205.00 <i>In Numbers</i> | 1 | LS | \$ 414,205.00 |

| Proposal Item Number | Item Description and Proposed Price Per Unit <i>(In Words)</i> | Proposed Price Per Unit <i>(In Numbers)</i> | Est Qty | Unit | Total Amount Per Item <i>Unit Price Times Est Qty</i> |
|----------------------|---|---|---------|------|---|
| 7 | In-House Testing | | | | |
| | One hundred and three thousand, nine hundred and ninety five <i>Proposed Price Per Unit In Words</i> | zero Cents \$ 103,995.00 <i>In Numbers</i> | 1 | LS | \$ 103,995.00 |
| 8 | Commissioning | | | | |
| | Three hundred and forty nine thousand, five hundred and thirty five <i>Proposed Price Per Unit In Words</i> | zero Cents \$ 349,535.00 <i>In Numbers</i> | 1 | LS | \$ 349,535.00 |
| 9 | Training and Documentation | | | | |
| | Twenty five thousand, two hundred and ninety five <i>Proposed Price Per Unit In Words</i> | zero Cents \$ 25,295.00 <i>In Numbers</i> | 1 | LS | \$ 25,295.00 |
| 10 | Develop BSM for American Airlines | | | | |
| | Ten thousand, eight hundred <i>Proposed Price Per Unit In Words</i> | zero Cents \$ 10,800.00 <i>In Numbers</i> | 1 | LS | \$ 10,800.00 |
| | Sub-total for all Proposed Items | | | | \$ 1,173,885 |
| | Total Cost Proposal Amount | | | | |
| | One million, one hundred seventy-three thousand, eight hundred and eighty five <i>Total Proposal Amount in Words</i> | zero Cents \$ 1,173,885.00 <i>In Numbers</i> | | | |

NOTE: Basis of payment will be in accordance with the technical specifications applicable to each Proposed Item Number.

Name of Respondent: Steve Walsh *(Typed or Printed)*

Signature of Respondent: _____ *(Same as Bid Form)*

Title: Systems Engineer

Date: _____

Tampa International Airport - West Side BHS Software Replacement Proposal - COPY



Client: Hillsborough County Aviation Authority

Version: 1.1

Author: S. Walsh, D. Evans

Reference: QTL6327

Date: June 22, 2017

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| Version | Release Date | Author | Summary of Changes |
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1 Introduction

Brock Solutions is pleased to provide the Hillsborough County Aviation Authority (HCAA) with this proposal regarding the West Side BHS Software Replacement Project at Tampa International Airport (TPA).

Brock Solutions is uniquely qualified to deliver the West Side software replacement on time and on budget. Our most recent project experience with TPA involved updating the East BHS Software to the latest version of SmartSuite. This project, with scope that is similar to that of the West Side BHS Software replacement, was completed ahead of schedule, under budget and with no change orders.

Our solution will provide seamless integration with the existing Landside East SmartSuite system, which will provide airport-wide reporting, dashboards and individual bag tracking. Using our proven project methodology, and a dedicated project team with a combined 90+ years of automation experience, we are confident that we can deliver this complex project on time, while mitigating risk to HCAA. Furthermore, Brock's investment in our SmartSuite software platform ensures HCAA will have sustainable BHS software applications for years to come.

Our preliminary estimates show a project duration of 9 months, pending a review of HCAA operational black-out dates. We look forward to the opportunity to continue working with HCAA, building upon our 14+ year partnership successfully deploying real-time BHS software on time and on schedule, and providing airport-wide 24/7 tier 2 support.

Seamless Airport-Wide Integration

Centralized Airport-Wide performance reporting and bag tracking - *SmartSuite Enterprise*

With Brock's SmartSort software currently installed in the East Landside, Airside A and C terminals, this project presents a unique opportunity to establish a single centralized real-time operational database for baggage reporting and baggage tracking airport-wide. This integrated solution is known as SmartSuite Enterprise, and contains our real-time business analytics software for customizable dashboards, reporting, and global bag searches. This solution will help HCAA improve system visibility for continuous improvement initiatives, as well as assisting all the operating airlines in compliance with IATA Resolution 753, which requires the tracking of bag ownership changes and key baggage activities. The airport-wide integration could also be a showcase model for other airports, as this is an emerging trend within the industry.

Software Standardization - *Standardized BHS Performance Reports and Metrics*

HCAA will be able to view the landside or airside baggage operations from either the West or the East side in a standardized and consistent format. This will improve operational efficiency, as well as empowering HCAA's continuous improvement efforts as our reports and

dashboards can be customized and saved for later use by HCAA personnel. Other solutions require vendor development to update or modify reports and dashboards, causing unnecessary change orders and delaying continuous improvement efforts.

Software Sustainment – *Staying Current*

One challenge with real-time baggage sortation software systems is the philosophy of never changing the system once it is installed and accepted. In today's competitive landscape, this is no longer an option. Brock has adopted a sustainment philosophy that includes a 7-figure annual investment in R&D to improve our software, as well as deploying periodic upgrades to our Customers' SmartSuite systems. This approach will provide HCAA with a software sustainment model, ensuring that the BHS software remains current, and taking advantage of new software features that improve operations. Our software road map can be found in Appendix D.

Mitigate Project Risk

Extensive, Relevant and Recent Experience at TPA – *On time, On Budget and Ahead of Schedule*

In 2016, Brock Solutions executed the BHS Upper Level Replacement Project for the East Side of the airport, which involved the same scope as the West Upper Level Replacement. This project was delivered ahead of schedule, under budget, and without a single change order.

14+ Year Successful Track record working with TPA - *We know how to work together*

Brock Solutions and HCAA have worked together since 2003 on several projects (16,000+ hours), resulting in Brock's intimate familiarity with the TPA baggage systems and reducing project risk for both HCAA and Brock. Example projects include the TPA East BHS Software Upgrade, TPA Airport-wide BHS Technical Support Services, Southwest Airlines BSM Sortation Implementation, TPA East BHS Server Hardware Upgrade, TPA Phase 4/Airside C and Phase 2/A-Sort Baggage Screening projects. Most of the core team for the West project will be familiar with HCAA, having worked on HCAA projects in the past. Our team profile can be found in Section 3.

Proven Project Methodology - *Everything works the first time*

Brock has a proven project approach for reducing project risk. From the functional specification to rigorous Factory Acceptance Testing (FAT) and emulation, we have delivered multiple controls engineering solutions to HCAA with zero downtime. With our approach, HCAA has visibility and input throughout the process through interactive FATs, weekly status reports, and daily onsite reports.

Leverage Existing BHS Software Support Agreement - *Hit the ground running*

Through our existing Technical Support Services agreement, we have detailed knowledge of the Landside West, Airside E and F BHS control systems, which reduces risk and provides us with a competitive advantage.

BHS Upper Level Software Replacement Experts – *This is our Core Business*

HCAA will benefit from the experience of over 30 Upper Level Control projects. The West Side software we are replacing is a legacy FKI solution, and Brock has replaced a number of these types of systems in the past. Please see Appendix A for a list of our most recent BHS Software Replacement Projects.

Enclosed is our complete proposal, which outlines our compliance to the tender specifications and the technical details of our solution. We look forward to the opportunity to discuss our solution in more detail, with a particular focus on how we can mitigate project risk and provide HCAA with a complete airport-wide solution for real-time business analytics, reporting and global baggage searches.

2 Detailed System Description

2.1 Introduction

Our quotation is based on the following HCAA RFP documentation:

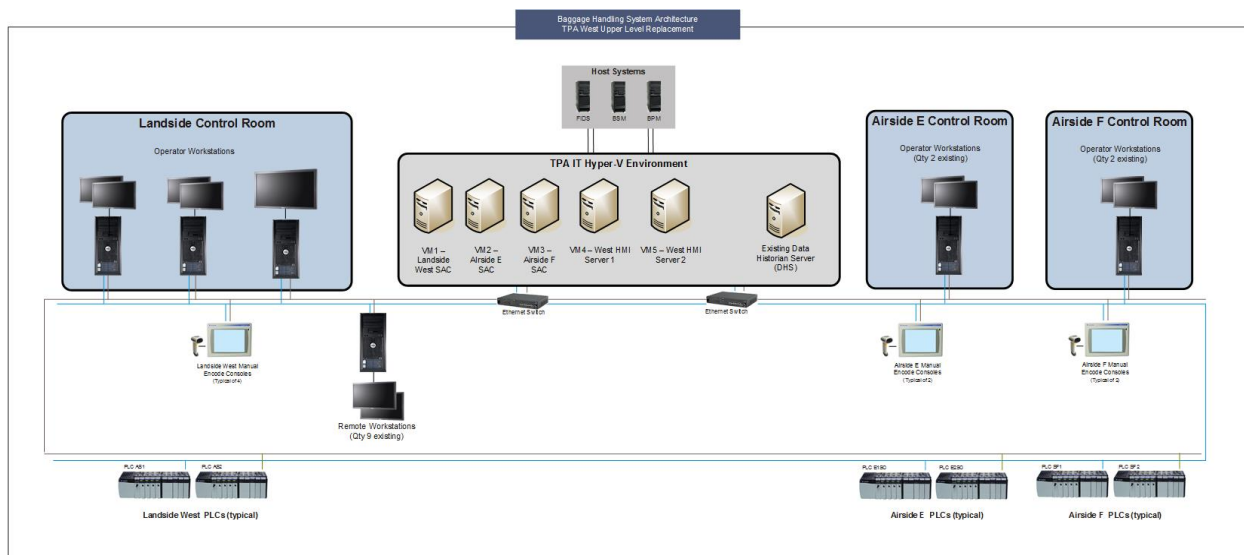
- 17-411-804-Ad.pdf
- 17-411-804-RFP.pdf
- Appendix A-Response Instruc-Form-5-10-17.doc
- 17-411-804-Cost-Proposal.xls
- 17-411-804-Add-Alternate-No.1
- 17-411-804-Addendum-No.-1.pdf
- 17-411-804-Addendum-No.-2.pdf
- 17-411-804-Addendum-No.-3.pdf

Our proposal includes the replacement of the existing West-side Upper Level Control Systems and HMI with Brock's latest BHS SmartSort software. The software will be deployed to a Virtual Server Environment, provided by HCAA. The new system will include:

- Sort Allocation Controllers (SACs) for:
 - Landside West
 - Airside E
 - Airside F
- Eight new Manual Encode Consoles
- Expansion of the existing, centralized SmartSort Data Historian Server to incorporate data from all six TPA Baggage Handling Systems (A-Sort, Airside C, Landside East & West, Airsides E & F). The existing SmartSort Web Interface and Business Analytic Tools will be leveraged to provide a complete, airport-wide view of baggage operations at Tampa International Airport
- A redundant, centralized FactoryTalk View SE HMI which will display all conveyors in the Landside West, Airside E and Airside F Sortation systems

2.2 System Architecture

The following diagram shows the overall architecture of the proposed control system.



2.3 Upper Level Controls System

The high-level controls consist of five systems/applications, the Sort Allocation Controller (SAC), the Manual Encode Console (MEC), the Data Historian System (DHS), the SmartSuite Web Client (Brock's Management Information System, MIS) and the Human Machine Interface (HMI). Although functionally different applications, they are highly integrated across physical computer systems.

These applications combine to provide the following general functionality:

- Multiple levels of identification and sortation from the barcode structure of bag tags (SAC).
- Allow operators to scan or enter baggage information for manual encoding of baggage destinations (MEC)
- Real-time information enabling optimization of a baggage handling system's performance and response (DHS).
- Standard reports can be generated automatically or on demand, and screens enabling database searches are provided to simplify ad hoc reporting (Web Client).
- Flight Schedule Management module allows easy and flexible flight-to-pier assignment using a Gantt chart interface (Web Client).
- Searches can be conducted using any one of the item or flight properties stored in the database (Web Client).

- Provides operators with the ability to control the equipment and to view the status of the system including conveyor running status, warnings and alarm conditions (HMI).

For this project, the following Upper Level Control Systems will be deployed:

- Landside West SAC
 - Four new MECs
- Airside E SAC
 - Two new MECs
- Airside F SAC
 - Two new MECs
- Centralized DHS
 - Airport-wide, long term historical data storage for baggage system statistics, including Landsides East & West, A-Sort, Airsides C, E and F. The existing Web Client interface will be expanded to include data from all six systems
- Tampa West Redundant HMI Servers
 - Display and supervisory control of all conveyors in Landside West, Airside E and Airside F

2.3.1 Server Architecture

The server architecture will be based on the use of centralized hardware located in a remote location that will be provided by HCAA. The "servers" necessary for the BHS control system will be located on Virtual Machines (VM) within this centralized hardware architecture. VMWare will be used to provide the VMs and the associated fault tolerant redundancy.

The following table outlines the VMs required for this project, along with the resource requirements for each.

| VM | vCPUs | RAM (GB) | C: Drive |
|--|-----------|-----------|------------------|
| SAC - West | 8 | 16 | 350 GB |
| SAC – Airside E | 8 | 16 | 350 GB |
| SAC – Airside F | 8 | 16 | 350 GB |
| Existing DHS – Additional Resources | - | 32 (+8GB) | 1 TB (+500GB) |
| West HMI1 – Centralized | 2 | 4 | 100 GB |
| West HMI2 – Centralized | 2 | 4 | 100 GB |
| Total (net new) | 28 | 64 | 1.75 TB |

It is assumed that HCAA will provide all hardware for these servers (including UPS and all racks), along with the VMWare software, the operating system software, the database software, the anti-virus software, and any other necessary software not provided by Brock, as outlined below. The HCAA will also be responsible for the setup and configuration of the above hardware and off-the-shelf software. The OS will be Windows Server 2016 for all VMs.

For the database software, HCAA will provide the following:

- SAC: SQL Server 2016 Standard Edition
- DHS: SQL Server 2016 Standard Edition

Brock Solutions will provide the following off-the-shelf software for each VM:

- SAC: None
- DHS: None
- HMI Server 1: FactoryTalk SE Server
- HMI Server 2: FactoryTalk SE Server

The existing Ethernet network infrastructure will be re-used for this project. Note that spare capacity, in terms of available ports and bandwidth, will be required to maintain operations as the new Upper Level Systems are phased in. Brock will work with HCAA to identify the network requirements as the project progresses.

2.3.2 Sort Allocation Controllers (SAC) – Landside West, Airsides E & F

The SAC acts as the central server of the system for all real-time communication requirements. This includes an interface with TPA Host systems for the receipt of BSM and Flight data, and communication with the PLCs to direct sortation and receive baggage event messages. The SAC database will store the following data:

- Baggage Information (short-term storage)
- Flight Schedule Information (short-term storage)
- System and User Setup Information

The SQL Server database will only keep data for a short term (approximately 3 days) to ensure that sortation is as quick as possible. Long-term data storage will be on the DHS. Old records in the database will be automatically cleared out on a daily basis. There will be one SAC within the centralized VMWare architecture provided by HCAA (see section 2.3.1).

2.3.3 Manual Encode Console (MEC) – Landside West, Airsides E & F

The MEC is used to manually encode bags which could not be read by the ATR, or which could not be assigned a destination based on the data that was read. It allows the operator to enter data via a virtual keyboard or a hand held scanner.

Eight MEC(s) (four within Landside West, two within Airside E and two within Airside F) will be provided for the system. Each MEC will include the following hardware:

- Contec BX-S959 Industrial PC
- ELO 1739L Panel Mount Touchscreen
- Symbol LS3408 Scanner
- Enclosure and mounting hardware

Please see section 3.3.1 for details on the installation of the new MECs.

Also, please see section

2.3.4 Data Historian System (DHS) - Centralized

Brock's proposed architecture for the TPA West BHS will leverage the existing SmartSort Centralized DHS, WebMIS and SmartSuite Analytics tools. This will provide long-term data storage, analysis and user configurable reports for the Landside West, Airside E and Airside F systems, along with the existing Landside East, Airside C and A-Sort systems.

While short-term historical data is stored within each SAC (approximately 3 days), the centralized DHS will provide up to 90 days of historical baggage data and 1 year of historical statistical data. Old records in the database will be automatically deleted from the disk after 1 year.

The existing Centralized DHS will be expanded to incorporate data from all six BHSs at TPA, including Landsides East and West, A-Sort and Airsides C, E and F. This will require additional memory and hard drive resources for the existing VM, as well as modifications to the existing database. Once complete, HCAA Maintenance Staff will have complete visibility across all TPA baggage sortation systems.

Working in conjunction with the SmartSuite WebClient and Business Analytics tools, the Centralized DHS will provide data for airport-wide system analysis.

The DHS database will store the following information for all six BHSs, including Landsides East and West, A-Sort and Airsides C, E and F:

- Baggage Information (long-term storage)
- Flight Schedule Information (long-term storage)
- Statistical and Report Data
- System and User Setup Information

2.3.5 SmartSuite Web Client

The SmartSuite Web Client provides the interface to the Management Information System (MIS). The MIS provides the data management and reporting facilities required to operate and maintain the system. This application will be available from any

workstation that has IP connectivity to the DHS Server via a web browser. However, login security will be used to control access to the MIS and its various functions.

The MIS includes the following general functionality:

- Flight Schedule Management
- Sort Destination Reassignment
- Search Screens
- Operational and Maintenance Reports
- User and Group Security Configuration
- Flight Administration
- Carrier Administration
- Facility Definition
- Email Distribution Configuration

The existing WebMIS will be expanded to provide the above features for all six BHSs within TPA. This will provide HCAA Maintenance Staff with access to airport-wide BHS data from one centralized web-based interface.

2.3.5.1 SmartSuite Analytics: Customizable Reporting

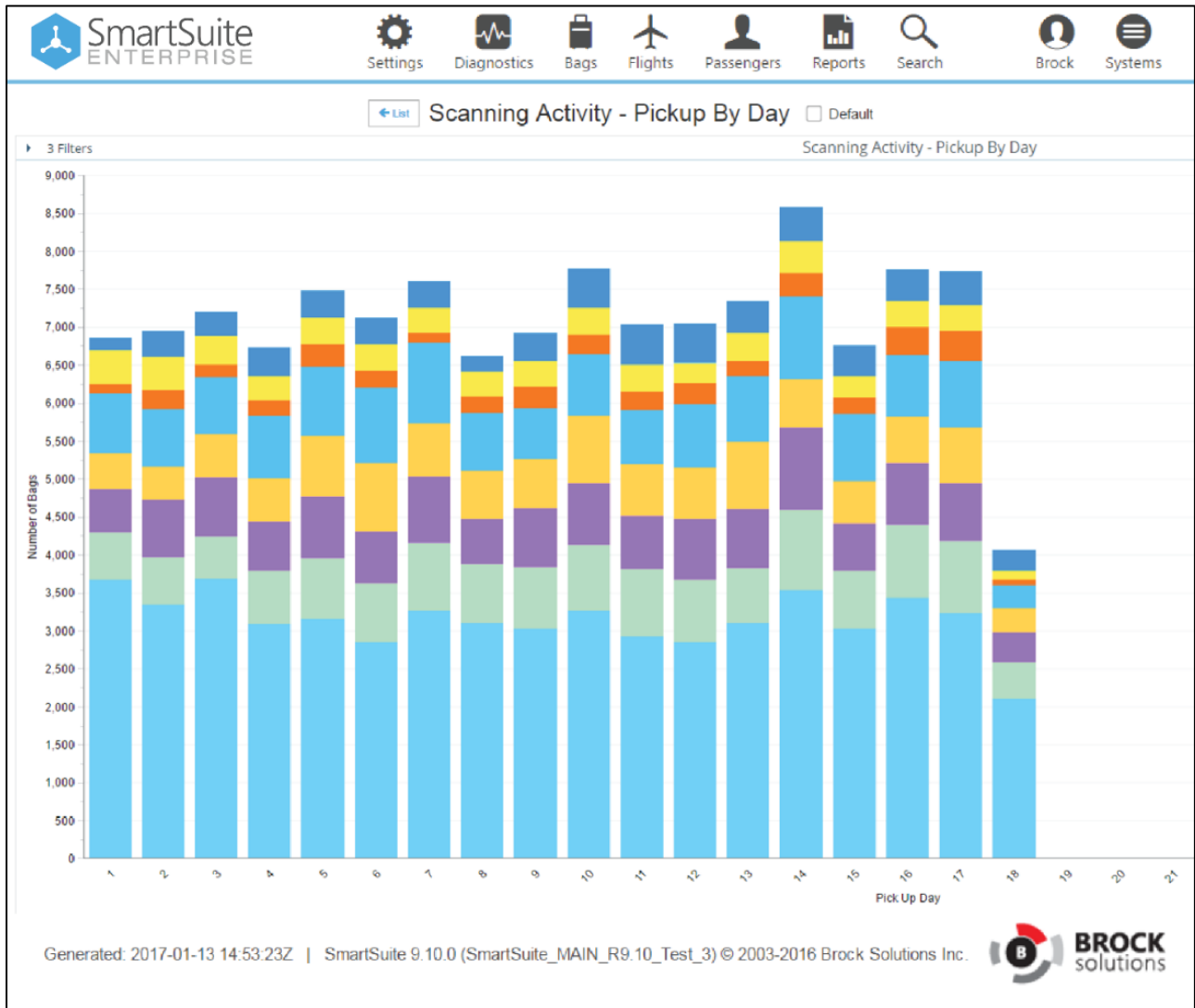
SmartSuite Analytics is Brock's built-in data exploration system, allowing customers to move towards data-driven decision making by allowing them to create real-time customizable dashboards and reports using any combination of data stored in the SmartSuite Database. Data can be presented in a wide variety of rich visualizations, including customizable widgets (graphs, pie charts, tables, etc.), allowing customers to view the specific data they require in easy-to-read formats that can then be shared with other SmartSuite Enterprise users.

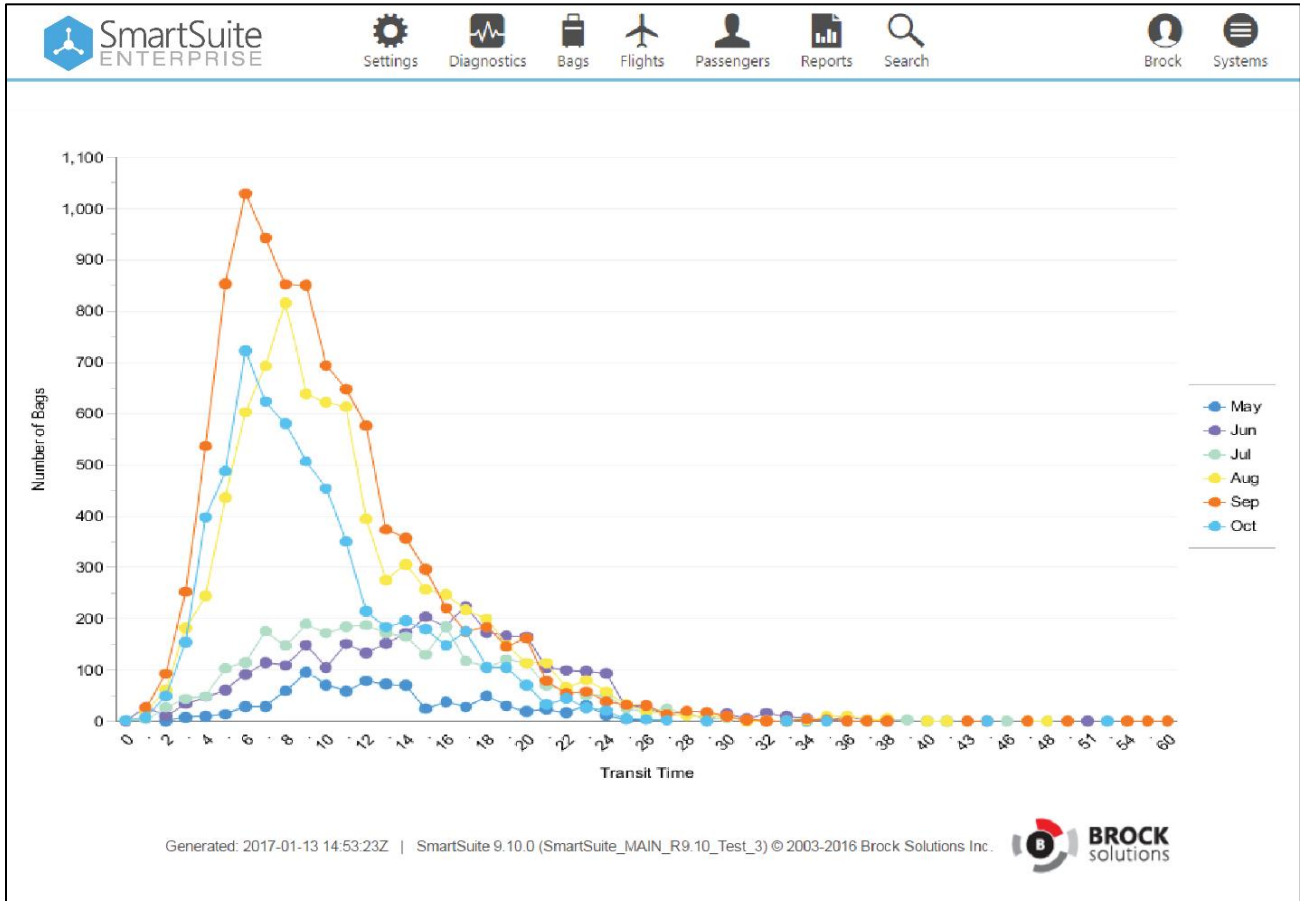
These tools are meant to work for authorized customer personnel and make it easy to analyze the relevant data and make it understandable through Visual Analytics, Predictive Analytics, and customizable reporting. By putting data analysis into the users' hands, SmartSuite Analytics will allow an organization to use real-time statistics on current and past system performance to gain insight and drive business planning. By providing information about the "What, Where, How, and Why" of system operations, users will be able to answer the most important question: "What Next?"

User-Built Dashboards

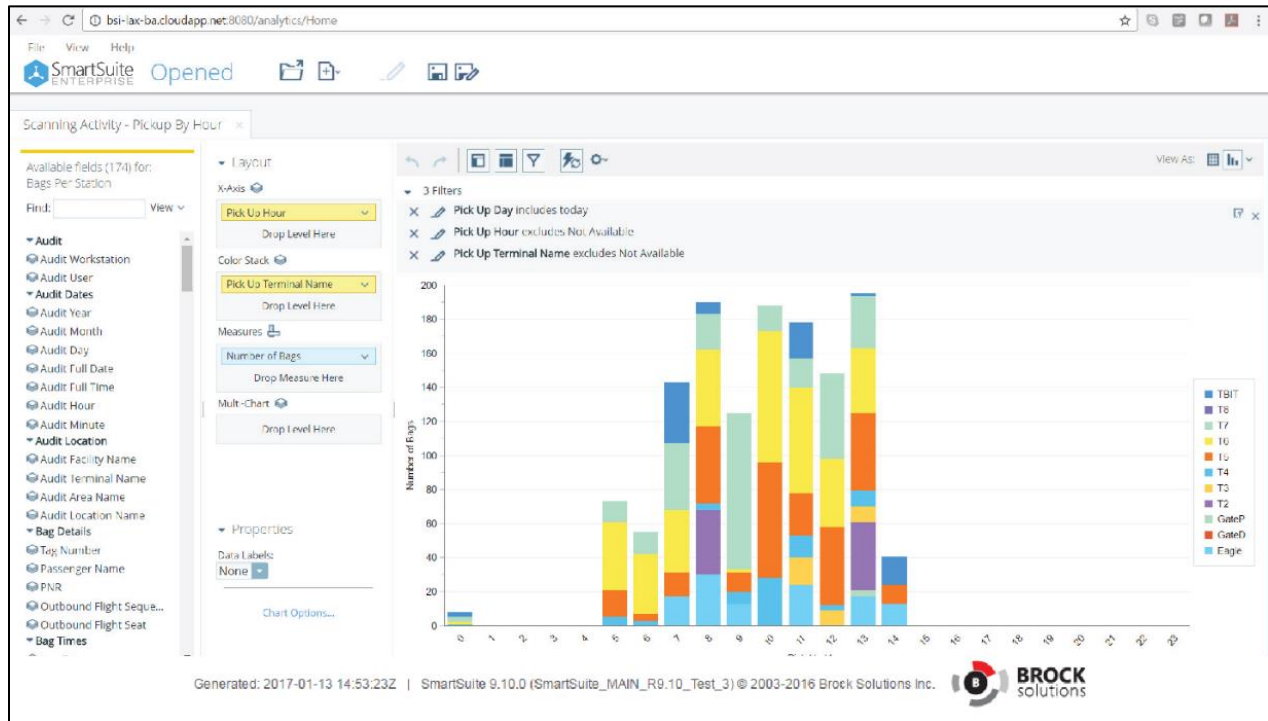
Users can select elements from a variety of data sets available in the SmartSuite Database (e.g. bag counts, load exceptions, flight information, etc.) and display it on real-time dashboards with a selection of customizable widgets. The user-friendly drag-and-drop design makes creating custom dashboards easy, and

dashboards can be saved and displayed by default upon logging into the SmartSuite Web Client.





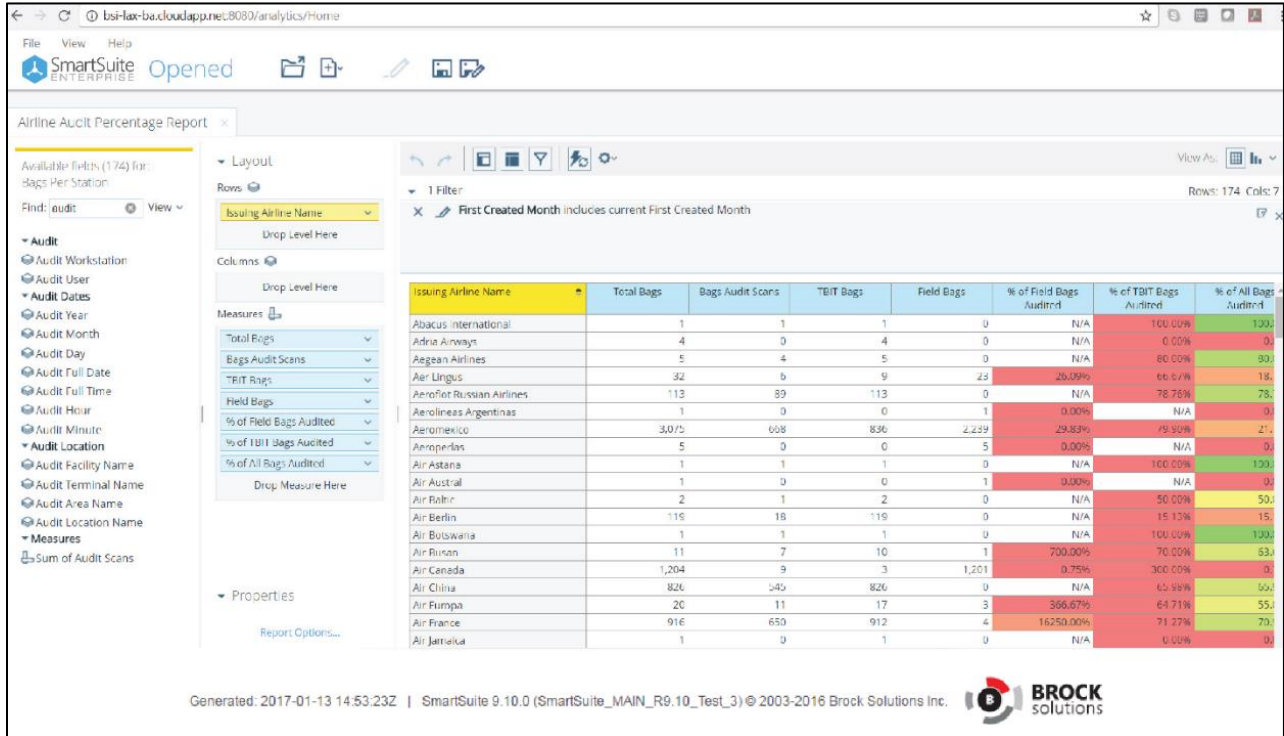
The Layout Designer allows users to choose from a range of display options. From tables to pie charts to line graphs, SmartSuite Enterprise presents data the way the customer wants to see it.



Information on dashboards and reports is dynamic; users can include and exclude data points as needed, drill into data to further break it down, and even view information about specific bags, passengers, ULDs/Carts, etc. that are involved in a given statistic.

Customizable Reporting

SmartSuite Analytics provides a powerful report designer that allows users to select from the available information to create the reports they want to see. Users can simply drag fields from the list of options and drop them into the report template to design a custom report. These could mirror existing reports, or could result in an entirely new suite of reports; as long as SmartSuite Enterprise is capturing the information, users can include it.



The screenshot shows the SmartSuite Analytics interface with a report titled 'Airline Audit Percentage Report'. The report displays a table of audit data for various airlines. The table columns include Issuing Airline Name, Total Bags, Bags Audit Scans, TBIT Bags, Field Bags, % of Field Bags Audited, % of TBIT Bags Audited, and % of All Bags Audited. The data is filtered by 'First Created Month'.

| Issuing Airline Name | Total Bags | Bags Audit Scans | TBIT Bags | Field Bags | % of Field Bags Audited | % of TBIT Bags Audited | % of All Bags Audited |
|---------------------------|------------|------------------|-----------|------------|-------------------------|------------------------|-----------------------|
| Abacus International | 1 | 1 | 1 | 0 | N/A | 100.00% | 100 |
| Adria Airways | 4 | 0 | 4 | 0 | N/A | 0.00% | 0 |
| Aegean Airlines | 5 | 4 | 5 | 0 | N/A | 80.00% | 80 |
| Aer Lingus | 32 | 6 | 9 | 23 | 26.09% | 66.67% | 18 |
| Aeroflot Russian Airlines | 113 | 89 | 113 | 0 | N/A | 78.76% | 78 |
| Aerolineas Argentinas | 1 | 0 | 0 | 1 | 0.00% | N/A | 0 |
| Aeromexico | 3,075 | 608 | 856 | 2,239 | 29.83% | 79.90% | 21 |
| Aeroperlas | 5 | 0 | 0 | 5 | 0.00% | N/A | 0 |
| Air Astana | 1 | 1 | 1 | 0 | N/A | 100.00% | 100 |
| Air Austral | 1 | 0 | 0 | 1 | 0.00% | N/A | 0 |
| Air Baltic | 2 | 1 | 2 | 0 | N/A | 50.00% | 50 |
| Air Berlin | 115 | 18 | 115 | 0 | N/A | 15.13% | 15 |
| Air Botswana | 1 | 1 | 1 | 0 | N/A | 100.00% | 100 |
| Air Busan | 11 | 7 | 10 | 1 | 700.00% | 70.00% | 53 |
| Air Canada | 1,204 | 9 | 3 | 1,201 | 0.75% | 300.00% | 0 |
| Air China | 826 | 340 | 826 | 0 | N/A | 42.98% | 60 |
| Air Europa | 20 | 11 | 17 | 3 | 366.67% | 64.71% | 55 |
| Air France | 916 | 650 | 912 | 4 | 16250.00% | 71.27% | 70 |
| Air Jamaica | 1 | 0 | 1 | 0 | N/A | 0.00% | 0 |

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2.3.6 HMI Servers - Centralized

The existing HMI for the TPA West BHS uses RSVIEW32, and is deployed to the Landside West, Airside E and Airside F systems. As part of this project, this application will be updated to a centralized Rockwell FactoryTalk View SE system.

All conveyors within the Landside West, Airside E and Airside F systems will be displayed from this centralized HMI application. Redundancy will be achieved by deploying the FactoryTalk View SE application across two virtual HMI servers, installed within the centralized VMWare architecture provided by the HCAA (see section 2.3.1).

The HMI Servers will act as display servers for the HMI client applications running on the existing Operator Workstations, Large Screen Display and Satellite Workstations.

2.3.7 Operator and Satellite Workstations – Landside West, Airsides E & F

The existing TPA West BHS uses fourteen HMI Workstations. For this project, it is assumed that the workstations will be upgraded by HCAA.

Although similar in configuration, the workstations will operate independently of each other, ensuring redundancy. The MIS and HMI applications will be installed on these computers.

The workstations provided by HCAA must meet the following minimum specifications:

- Dual Core Intel Xeon Processor E6700 2.66 GHz
- 4 GB RAM
- 250 GB hard drive
- Windows 7

HCAA will provide the computers with operating systems, and all monitors should they need to be replaced. The expectation is that the number of monitors will match the existing installation (i.e. no new additional displays).

Brock Solutions will provide the necessary FactoryTalk software for each workstation. The operator workstations will be housed in the existing operator consoles.

2.3.8 Large Screen Graphics Display – Landside Control Room

As with the Operator Workstations, it is assumed that the workstation which operates the existing Large Screen Graphics Display will be upgraded by HCAA if required, and that the existing 98" monitor will continue to be used.

Brock Solutions will provide the necessary FactoryTalk software for the Large Screen Displays workstation. The workstation will be housed in the existing Landside Server Room.

2.3.9 HMI

The HMI application will run on the Operator Workstations, Large Screen Display and Satellite Workstations. The functionality of the HMI application is to display a graphical and textual overview of the mechanical system, showing system and component status information, and to allow operator control of the system and various components of the system. The HMI application will communicate with the HMI Servers.

2.3.10 BSM Integration - American Airlines and Delta Air Lines

Both Delta and American Airlines require BSM integration with the new SACs. The existing American Airlines system uses a Lantronix Ethernet-to-serial router to provide Ethernet connectivity to an existing bag tag printer. BSM messages to this printer are then routed to the existing SAC.

The scope of this project will involve the deployment of connection drivers which will allow Ethernet connectivity to both Delta and American Airlines host systems. The existing Delta Air Lines BSM connectivity is based upon standard print server

communication, whereas American Airlines BSMs are typically provided through a Sabre interface.

A detailed design process involving all stakeholders (HCAA I.T, Operations and relevant airlines) will be performed to determine the integration specifics. As with the recent Southwest Airlines BSM project, Brock Solutions will require support from HCAA I.T to configure firewall access to grant the appropriate external access.

2.4 Lower Level Controls System

Modifications will be made to the existing PLC programming to enable communications to the new Upper Level Control Systems. Modifications will be made in such a manner that the existing PLCs will communicate with the new and existing Upper Level Control Systems in parallel during testing and commissioning.

In order to optimize communications with the new SmartSort Upper Level software, the existing Data Concentrator will be removed. This will be accomplished through the addition of six 1756-EN2T Ethernet communication cards to PLCs AS1, AS2 and CONV-30164LS. The EN2T cards will be added to the existing PLC racks, and connected via CAT-6 cables to existing network switches within the Landside PLC Room. The EN2T cards will be configured such that the PLCs can communicate with both the existing and new SmartSort Upper Level systems during testing. Once testing is complete, and at the direction of HCAA, the existing Data Concentrators can be decommissioned.

Other modifications to the existing PLCs will include the addition of "tag mapping" routines. These routines will map existing PLC variables to new PLC variables, optimizing communications performance between the new HMI, SAC, DHS and existing PLCs.

3 Implementation Plan

Our approach to this project has been divided into two phases – Landside West and Airside West. The relevant systems (SAC, DHS and HMI) will be upgraded as noted in our preliminary schedule in section 6.2 of this proposal. Performing the installation in this manner reduces the overall schedule duration while mitigating risk to HCAA Operations. Please note that this schedule is preliminary, and can be re-ordered or re-organized as required, after a detailed review with HCAA Maintenance and Operations.

The following sections provide detail on our approach to the implementation of these critical systems.

3.1 Coordination with HCAA

The Sort Allocation Controllers (SACs) play a vital role in airport baggage operations. Accordingly, replacing the existing SACs requires careful co-ordination, clear communication with all stakeholders and an experienced team.

Co-ordination with HCAA will involve bi-weekly conference calls as the software configuration and development progresses. The frequency of these meetings will increase as the Factory Acceptance Test (FAT) approaches. Post-FAT, careful co-ordination with HCAA Operations to confirm deployment dates are acceptable. As the on-site testing and deployment begins, Project Progress Reports will be issued to HCAA weekly, or daily when practical, detailing on-site progress. Finally, a project close-out meeting will be held with HCAA to voice any final concerns ahead of final acceptance.

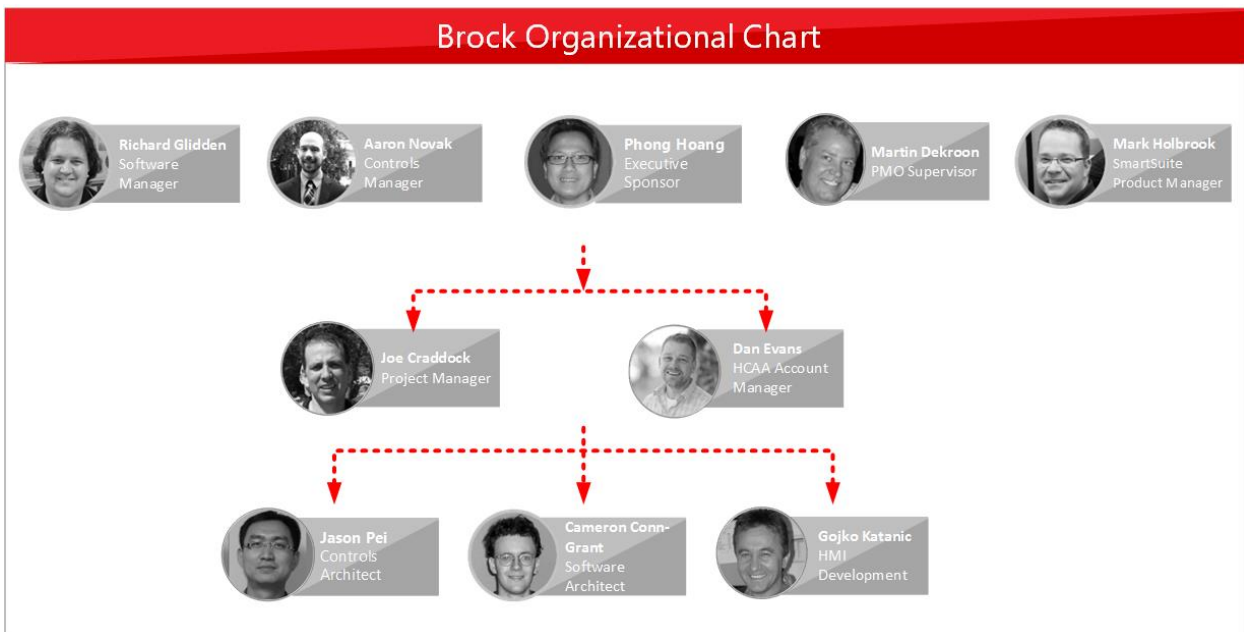
We anticipate a close working relationship with HCAA, as we have done successfully in the past. This will include attendance at the above-mentioned meetings, as well as In general terms, HCAA's involvement would include:

- **Dedicated Project Manager:** A contact person within HCAA who can receive updates from our Project Manager regarding overall progress. Additional items, such as FAT attendance, approval of catalog cuts and HMI screen shots, and general co-ordination with all HCAA stakeholders would also be required
- **Technical Assistance:** As noted in the RFP, the Virtual Environment for this project will be provided by HCAA. Accordingly, our team will require a technical liaison who can arrange the deployment of the required VMs and associated server resources. Other items, such as the configuration of HCAA network switches, VPN access, and MEC NUC supply would also be required.
- **Operations Assistance:** A contact person within HCAA who can assist our site team with on-site test co-ordination. This would include coordination with relevant airlines and HCAA Maintenance personnel to gain access to conveyor systems for testing.

Our Project Team

Our approach to this project includes a dedicated Project Manager, Software Architect, Controls Architect and HMI Developer. These core team members are supported by our Software and Controls Managers who provide oversight and ensure our software standards are maintained. Additionally, our Executive Sponsor and Project Management Office team members ensure our Project Management,

The following Organization Chart outlines the team members who will be associated with this project.



Project Management

Throughout the project, our Project Manager will act as the primary point of contact for HCAA, and is ultimately responsible for the successful deployment of this project. In the event HCAA feel any concerns are not being addressed, the TPA Account Manager and Executive Sponsor are available for discussion.

Typical day-to-day tasks for our Project Manager include project resource management, invoicing & project accounting management, on-site customer meetings & conference calls, project schedule oversight and project team supervision.

Project Progress Reports

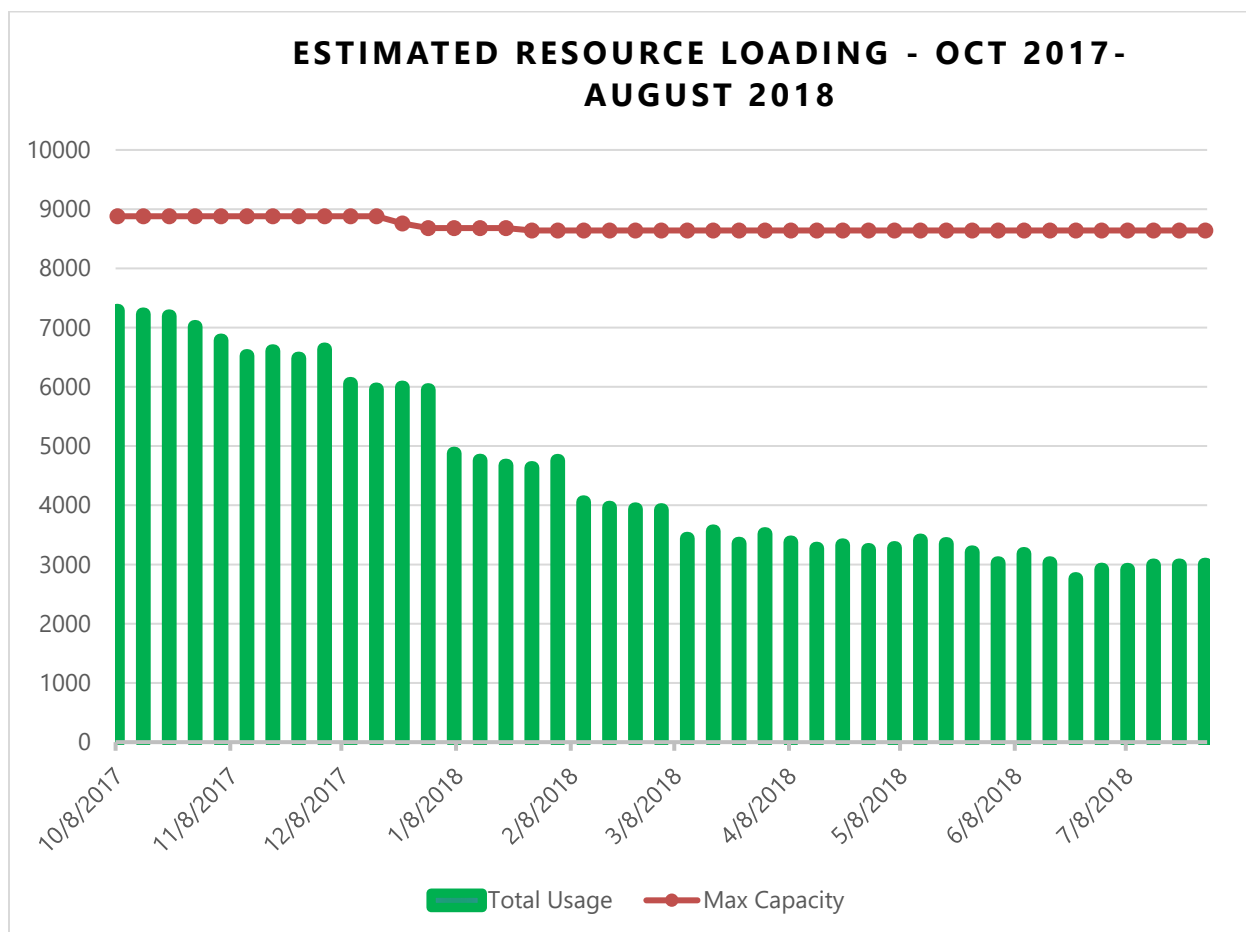
As part of our effort to maintain open, clear communication path with our customers and key stakeholders, our Project Manager will issue Project Progress Reports throughout the course of the project. The reports will be issued as required throughout the project, at times weekly, to keep HCAA up to date with our teams' progress and any challenges they

may face. The distribution for this report will be identified with HCAA during the project kickoff, although it typically includes HCAA Project Managers and Executives.

Please see Appendix C for a sample Project Progress Report.

Resource Capacity

Our proposed team for this project consists of senior resources with extensive experience working on live operations, Upper Level BHS Software replacement and managing subcontractors. In addition, Brock has deep bench strength with over 450 engineering professionals. The chart below shows our anticipated resource loading (in available work-hours) from October 2017 through August 2018.



Sub Contract Management – MEC Installation and Hardware Disposal

As with all sub-contractors, a clear definition of scope and schedule is the key to success. Upon contract award, RFQs will be issued to qualified sub-contractors detailing scope, schedule and expectations. Evaluation criteria will focus on prior experience performing similar work along with capacity to perform the work per the provided schedule.

During project execution, our sub-contractors will be required to provide site reports and supporting documentation to confirm the progress of their work. In keeping with our philosophy of open communications with HCAA, this information will be forwarded to the HCAA Project Team as necessary.

3.2 HMI Upgrade – Landside West

In order to align with our proposed phasing plan, the HMI development will also proceed in two phases.

First, the Landside West portion of the existing TPA West HMI application will be converted to FactoryTalk View SE. We anticipate that the existing conveyor layouts and some menu functionality can be re-used. However, in the interest of conforming with the East HMI application, portions of the West HMI application will be built “new”, using features developed for the East HMI application.

Once complete, internal testing will be conducted to confirm display accuracy and functionality. A Factory Acceptance Test is also scheduled, and will be used to demonstrate the existing functionality has been successfully replicated.

PLC modifications associated with this portion of the work will be tested off-line and implemented as required during the on-site testing and commissioning. Our team will include programming provisions to allow parallel communications between the existing HMI and the new SmartSort HMI.

After the Factory Acceptance Test, Brock Solutions will deploy the updated HMI to the HCAA Virtual Server Environment. Testing the application through “spot checks” will be performed each night during normal shutdown hours (typically 10pm to 3:30 am, with adjustments as required for seasonal flight schedules) to confirm the new HMI communicates with the existing BHS control system. All relevant PLCs will be connected to the new HMI, followed by tests to confirm functionality.

Note that the TPA Virtual Server Environment and new HMI Workstations (provided by TPA) must be available prior to the start of the on-site work.

Once on-site testing is complete, and TPA staff are satisfied with the results, the new HMI will be brought on-line for operations. The existing HMI will remain powered on, although disconnected from the network as a “fall back” plan, in the event issues arise during the final cutover.

3.2.1 Workstation Removal and Replacement

Disposal for the equipment removed during this phase will proceed as directed by HCAA. It is assumed that HCAA I.T will perform any necessary formatting and/or data purging prior to authorization for disposal. Brock Solutions will sub-contract the disposal of all I.T hardware to meet local, state and federal disposal regulations.

3.3 Landside West Sortation

Continuing to align with our proposed two-phase approach for this project, the development and configuration of the Upper Level Systems will begin with the Landside West Sortation System.

Initial development will include the setup of the virtual environments, as well as database and software configuration. Additionally, the required modifications to the existing PLCs to permit data exchange between the control system and new Upper Level will be developed and tested. With the initial development complete, our team will proceed with internal "Integrated Testing", which will confirm all interfaces and system configuration is correct, and ready to be demonstrated in a Factory Acceptance Test.

Once the Factory Acceptance Test is complete, our team will proceed with on-site commissioning and testing. Note that the TPA Virtual Server Environment must be available, along with Ethernet connectivity to the existing PLCs, prior to the start of the on-site work. Regarding BSM feeds, note that, ideally, parallel BSM feeds will be configured by HCAA (or others) to facilitate testing. This will reduce the switch-over time each night and assist the overall project schedule.

PLC modifications associated with this portion of the work will be tested off-line and implemented as required during the on-site testing and commissioning. Our team will include programming provisions to allow parallel communications between the existing Upper Level systems and the new SmartSort System.

Following a successful series of small sortation tests (typically 25 to 50 tubs), and with the approval of TPA Operations and I.T staff, the new Landside West Sortation system will be brought on-line. The "old" servers can remain off-line and powered on as a "fall back" plan, in the event they are needed. Once HCAA are satisfied that the new Landside West system is stable, these servers can be powered down and decommissioned.

3.3.1 MEC Installation

MEC installation for Landside will involve the replacement of the existing enclosures with new. The new enclosures will mount to the existing articulating arms. New 17" touchscreen ELO screens will be included along with Symbol LS3408 hand scanners. Per the RFP, HCAA will supply NUC workstations with the required operating system image. The NUC workstations will be installed into the MEC enclosures by Brock while on-site. Brock Solutions will subcontract the mechanical and electrical installation of these enclosures.

Note a deduction price has been provided in section 5.1 if HCAA choose to complete the mechanical and electrical installation.

3.4 Airside E and F HMI Upgrade

Continuing with Phase Two of this project, the Airside E and F portions of the existing TPA West HMI application will be converted to FactoryTalk View SE. We anticipate that the

existing conveyor layouts and some menu functionality can be re-used. However, in the interest of conforming with the East HMI application, portions of the West HMI application will be built "new", using features developed for the East HMI application.

Once complete, internal testing will be conducted to confirm display accuracy and functionality. A Factory Acceptance Test is also scheduled, and will be used to demonstrate the existing functionality has been successfully replicated.

PLC modifications associated with this portion of the work will be tested off-line and implemented as required during the on-site testing and commissioning. Our team will include programming provisions to allow parallel communications between the existing HMI and the new SmartSort HMI.

After the Factory Acceptance Test, Brock Solutions will deploy the updated HMI to the HCAA Virtual Server Environment. Testing the application through "spot checks" will be performed each night during normal shutdown hours (typically 10pm to 3:30 am, with adjustments as required for seasonal flight schedules) to confirm the new HMI communicates with the existing BHS control system. All relevant PLCs will be connected to the new HMI, followed by tests to confirm functionality.

Note that the TPA Virtual Server Environment and new HMI Workstations (provided by TPA) must be available prior to the start of the on-site work.

Once on-site testing is complete, and TPA staff are satisfied with the results, the new HMI will be brought on-line for operations. The existing HMI will remain powered on, although disconnected from the network as a "fall back" plan, in the event issues arise during the final cutover.

PLC modifications associated with this portion of the work will be tested off-line and implemented as required during the on-site testing and commissioning. Our team will include programming provisions to allow parallel communications between the existing HMI and the new SmartSort HMI.

3.5 Airside E and Airside F Sortation

Configuration, development and testing of the Airside E and F systems will commence immediately following the Landside West Sortation system FAT. This will reduce overall project schedule, while leveraging interfaces developed for the Landside West Sortation System.

As with Landside West, a FAT will be conducted prior to deployment to site. Once complete, the team will proceed with on-site commissioning and testing, followed by on-site support as each system is brought on-line.

PLC modifications associated with this portion of the work will be tested off-line and implemented as required during the on-site testing and commissioning. Our team will include programming provisions to allow parallel communications between the existing Upper Level systems and the new SmartSort System.

3.5.1 MEC Installation

All MECs will include new 17" touchscreen ELO screens along with Symbol LS3408 hand scanners. Per the RFP, HCAA will supply NUC workstations with the required operating system image. The NUC workstations will be installed into the MEC enclosures by Brock while on-site. Brock Solutions will subcontract the mechanical and electrical installation of these enclosures.

For Airside F, the MEC installation will involve the replacement of the existing enclosures with new. The new enclosures will mount to the existing articulating arms.

For Airside E, the existing podium enclosures will be un-bolted and removed. The new MECs will be installed in either a new podium-style enclosure or articulating arm. As the available space for the new MEC enclosure is small, the specific enclosure style will be reviewed and approved by HCAA prior to fabrication.

Note a deduction price has been provided in section 5.1 if HCAA choose to complete the mechanical and electrical installation of the new MECs.

3.6 Equipment Removal and Disposal

Disposal for the equipment removed during this phase will proceed as directed by HCAA. It is assumed that HCAA I.T will perform any necessary formatting and/or data purging prior to authorization for disposal. Brock Solutions will sub-contract the disposal of all I.T hardware to meet local, state and federal disposal regulations.

3.7 Training Program

Brock Solutions has developed a training plan based on the HCAA RFP requirements and past experience, both with HCAA and BHS Software Replacement Projects across North America.

In general, our training will cover an overview of SmartSort, specific information on the MEC and Web Client applications as well as Computer Systems administration training. Along with hands-on exercises, each attendee will be provided with Training Manuals and supporting documentation.

Please see the attached sample Training Plan, provided in Appendix D.

4 Add Alternate #1 – Maintenance and Support

This option is for 24/7 tech support for the Landside West, Airside E and Airside F Upper Level Software provided with this project.

This support plan will include the following:

- **Guaranteed Response Time** – The Brock Support Team will make contact with on-site personnel within 30 minutes.
- **Custom Toll-Free Phone Number** – There will be a Tampa International Airport specific phone number assigned to increase the speed of response and improve the efficiency of the support.

It is anticipated that front line (Level 1) support will be provided by Tampa International Airport or others, while Brock will provide Level 2 support. Tampa International Airport's Level 1 Support Team will attempt to troubleshoot and resolve most issues. However, if they are not able to resolve the issue, they will contact Brock's Level 2 Support Team through our Call Center.

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

- The problem has been resolved, meaning that the root cause has been determined, the necessary course of action to fix the problem has been recommended and the necessary escalation procedure going forward has been recommended and approved by Tampa International Airport.
- Tampa International Airport determines that no further work is necessary.

Regarding software updates, pricing noted in **Add Alternate** includes one software update for the three West SACs (Landside West, Airside E and F) during year 3 of the 5-year contract.

Maintenance and support costs (including upgrades) for the SmartSuite Centralized DHS and three East SACs (Landside East, A-Sort and Airside C) are currently excluded from pricing noted in **Add Alternate**, as the HCAA RFP document scope includes the West portion of the airport only. These systems can be included in this upgrade process for additional cost. Note that economies of scale can be leveraged if both West and East systems are upgraded simultaneously.

The Rockwell FactoryTalk View SE HMI Server is excluded from this upgrade, as it is a third-party software application with its' own defined life cycle via Rockwell. Brock suggests planning upgrades to the HMI during year 5 of the contract, if HCAA deems this necessary.

Regarding Virtual Machine Operating Systems, Databases and third party software (such as anti-virus programs), it is assumed that HCAA will patch and maintain these systems as needed.

This support plan is intended to cover emergency remote troubleshooting and resolution of issues which are causing downtime within the various systems implemented by Brock. The associated support pricing is all-inclusive for any such issues with the systems. However, it does not include the following:

- Support for issues related to portions of the control system not implemented by Brock.
- Support calls resulting from User Error / Training Issues
- Hardware replacement and repair
- System outages that are due to external systems
- Support requiring visits to site
- Off-the-Shelf Software patches and upgrades (unless required to address a warranty issue)
- Issues requiring a re-build of servers and/or workstations (in whole or in part)
- Software and System modifications (moves, adds and changes), including the support of these modifications done by others

In other words, support activity will not be billable, unless the situation falls under one of the items above.

5 Optional Scope Reductions

5.1 Option 1: MEC Installation by HCAA

Included with our base project scope is the installation of new enclosures for the eight new MECs. Six of these MECs will include enclosures which will mount to the existing articulating arms. The two MECs which will be installed at Airside E will include new podium enclosures, which will replace the existing podium stands.

This option removes the installation scope of supply, with HCAA providing all installation activities. Note that Brock Solutions will, as with previous projects, provide the necessary MEC hardware and installation drawings. Any installation activities and associated permits would be provided by HCAA.

6 Commercial Terms

6.1 Pricing

Per the HCAA RFP, pricing has been provided with the copy of this proposal marked as "ORIGINAL".

6.2 Delivery and Preliminary Schedule

The project schedule will be finalized on receipt of contract. Substantial Completion will be noted as the "Go Live" date of the third Upper Level System, and is expected to be June 2018 based on a project start date of October 2, 2017. It is assumed that this schedule will shift day-for-day beyond June 18, 2018 should the project start date move later in the year. Blackout dates for Thanksgiving and Christmas 2017 have not affected this preliminary schedule, however will be taken into consideration as the schedule is finalized.

Please see Appendix E for a GANTT chart representing our proposed schedule.

7 Proposal Clarifications and Assumptions

7.1 Warranty and Project Performance

Brock Solutions warrants that the system will perform according to the specifications mutually agreed to in writing during the detailed functional specification phase. This warranty will take effect on the date of Final Acceptance and will cover the following:

- Defective parts and labor for a period of 1 years
- Design defects for a period of 3 years

Warranty is void if any changes have been made to the Project without the written approval of Brock Solutions and is contingent on Customer having performed appropriate regular maintenance. Warranty work will be carried out on a 24/7 basis, through the use of the existing Technical Support Contract at no charge to HCAA.

Brock Solutions does not warrant components manufactured by others, but to the maximum extent permitted by the manufacturer, Brock Solutions will transfer any third-party hardware and software warranties to Customer upon delivery of the Project.

7.2 Ownership and Use of Intellectual Property (IP)

All background IP provided by a party to the Project, and not developed or acquired through the course of the Project will remain exclusively owned by the party providing the background IP.

All resulting IP developed by Brock Solutions through the course of the Project will be owned exclusively by Brock Solutions, but Brock Solutions grants to Customer a permanent, non-exclusive, fully paid and royalty free license to the background and resulting IP to the extent required to utilize the Project at Customer's site for the life of the Project for which it was developed.

7.3 Changes to Scope of Project












Brock Solutions will notify Customer of any scope changes that may arise during execution of this project. If mutually agreed, Brock Solutions can quote the change in scope on a fixed price basis. Alternatively, any increases to the Project scope of work will be billed on a time and material basis using the following rates:

















| Description | Rate (per hr) |
|--|---------------|
| Advisory Services / Technical Expert | \$165 |
| Project Manager / Senior Technical Staff | \$150 |
| Intermediate Technical Staff | \$125 |
| Junior Technical Staff | \$110 |
| CAD | \$80 |
| Project Support and Administration | \$65 |
| Panel Fabrication / Wiring | \$65 |

Notes on time and material rates:

- Materials and expenses will be billed at cost plus 15%
- Travel to and from site will be billed pursuant to HCAA Policy P412, Travel and Business Development Expenses.
- Time & material reports may be provided for Customer signature on a daily basis

8 Appendix A – Upper Level Replacement Experience

| Airport/Terminal | System Replaced |
|-------------------------------|--|
| Atlanta (ATL) Concourse E |  JERVIS B. WEBB COMPANY |
| Atlanta (ATL) North Terminal |  JERVIS B. WEBB COMPANY |
| Atlanta (ATL) South Terminal |  |
| Boston (BOS) Terminal C |  JERVIS B. WEBB COMPANY |
| Boston (BOS) Terminal E |  |
| Dallas (DFW) Terminal B |  |
| Dallas (DFW) Terminal E |  |
| Detroit (DTW) McNamara |  |
| New Jersey (EWR) Terminal C |  |
| Honolulu (HNL) Lobby 2/3 |  |
| Honolulu (HNL) Lobby 8 |  JERVIS B. WEBB COMPANY |
| Washington (IAD) East Bagroom |  JERVIS B. WEBB COMPANY |
| Houston (IAH) Terminal C&E |  |
| Raleigh (RDU) Terminal 2 |  |
| Seattle (SEA) C60 |  |
| Seattle (SEA) C88 |  JERVIS B. WEBB COMPANY |

| Airport/Terminal | System Replaced |
|---------------------------------|--|
| New York (JFK) Terminal 1 |  BAE Automated Systems, Inc. |
| New York (JFK) Terminal 4 |  |
| New York (JFK) Terminal 8 |  |
| Los Angeles (LAX) TBIT |  |
| Los Angeles (LAX) Terminal 2 |  BAE Automated Systems, Inc. |
| Los Angeles (LAX) Terminal 3 |  |
| Los Angeles (LAX) Terminal 4 |  BAE Automated Systems, Inc. |
| New York (LGA) Concourse D |  BAE Automated Systems, Inc. |
| Memphis (MEM) Terminal B |  BAE Automated Systems, Inc. |
| Miami (MIA) North Terminal |  |
| Maui (OGG) |  |
| Chicago (ORD) Terminal 1 |  JERVIS B. WEBB COMPANY |
| Pittsburgh (PIT) North Terminal |  BAE Automated Systems, Inc. |
| San Francisco (SFO) BAE |  |
| San Francisco (SFO) ITB |  |
| Winnipeg (YWG) |  |
| Toronto (YYZ) Terminal 2 |  BAE Automated Systems, Inc. |

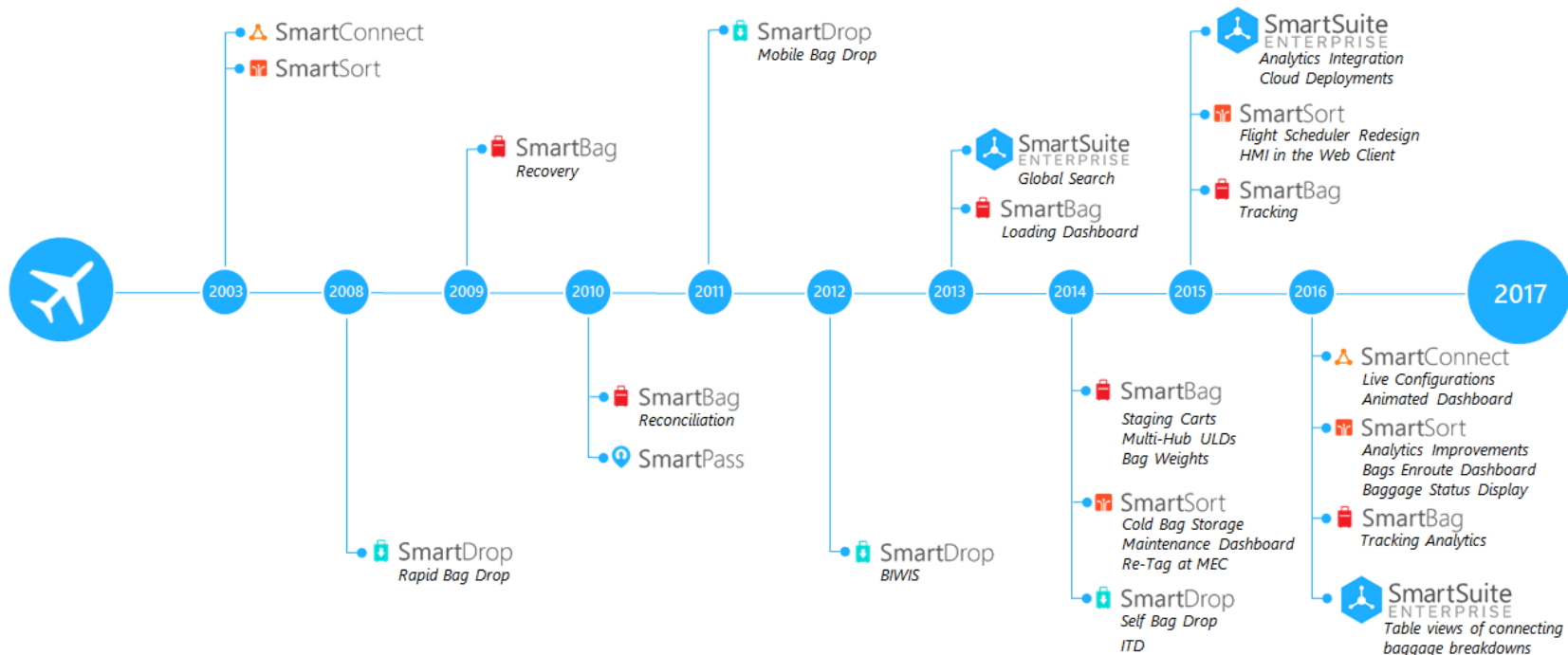
9 Appendix B – SmartSuite Life Cycle

SmartSuite – Industry Leading BHS Control System

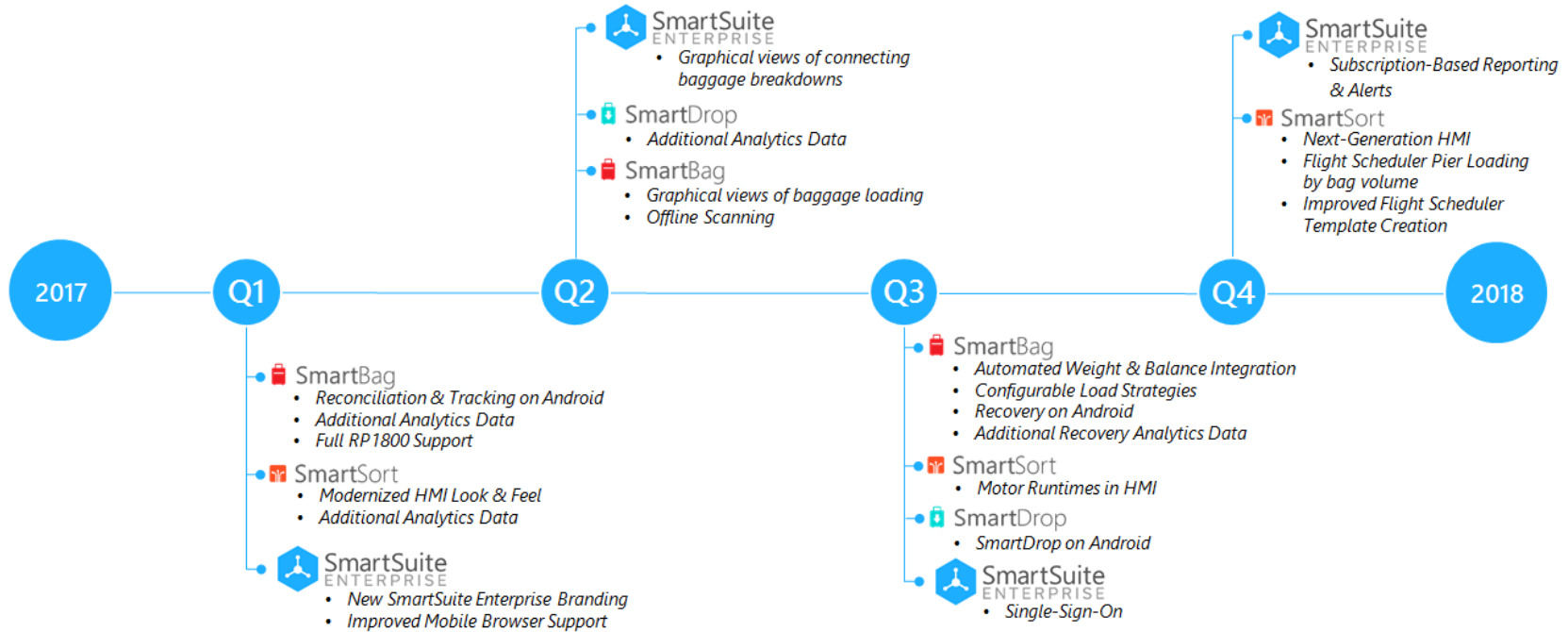
Since its inception in 2003, Brock Solutions has been investing in the evolution of SmartSuite Enterprise and plans to continue the advancement as we look forward. New features and functions are identified both internally and through our regular SmartSuite User Group meetings and Technical Forums, in which we consult with our user base to find out what they would like to see in our solutions.

With over 150 installations worldwide, our modules have improved baggage handling practices and passenger experience, reduced costs and generated greater system integration and transparency.

The following timeline shows the evolution of SmartSuite since its inception:



The following diagram outlines Brock's plan for our SmartSuite modules for the next four quarters:



Additionally, as an IATA Strategic Partner, Brock Solutions continually monitors changes in IATA Resolutions and Recommended Practices, and will update the associated SmartSuite software modules as required to maintain our industry leading product.

10 Appendix C – Sample Project Progress Report

Please see the attached document

11 Appendix D – Sample Training Plan

Please see attached document.

12 Appendix E – Project Schedule GANTT Chart

Please see the attached GANTT chart.


Appendix C – Sample Project Progress Report

| | | | |
|-------------------------------------|--|-------------------------------|---------------|
| Project Name: | | | |
| Customer Project #: | 6xxx-xx | Brock Project #: | TL6xxx |
| Customer: | HCAA | Brock PM: | Joe Craddock |
| Customer PM: | HCAA PM | Brock Author: | Onsite Tech |
| Customer Address: | 4100 George J Bean Pkwy, Tampa FL 33607 | For Work Completed On: | April 5, 2017 |
| Project Phase: | SAT Testing | Project Team Location: | Onsite |
| Report Reviewed By Customer: | | | |

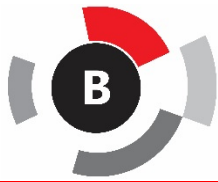
Please include the following stakeholders on the distribution list:

HCAA PM, Joe Craddock, HCAA Exec, Martin Dekroon, Cameron Conn-Grant, Mike Rhiger

1.1 HIGH-LEVEL OVERALL STATUS Please see following pages for more details.

| | |
|---|---|
| Overall State Of Project: |  Healthy At Risk Critical |
| Schedule Status: | Currently onsite completing SAT testing. |
| Safety Risks/Concerns: | None to report. |
| New Issues to Report: | New issues captured in Section 1.6 |
| Other Comments, Risks, Concerns, Notices, Alerts, General Information: | Example: "Please note the deficiencies listed under section 1.7 "Outstanding Issues/Needs" as these items will impact schedule and possibly Go-Live. |

| Brock Resources: (List onsite and remote resources. Please format in Military 24hr time) | | | | | | | | | |
|---|------------|----------|---------------|-----|-------------------|------------|----------|---------------|-----|
| Name | Start Time | End Time | Onsite/Remote | Hrs | Name | Start Time | End Time | Onsite/Remote | Hrs |
| Brock Resource #1 | 21:00 | 04:00 | Onsite | 7 | Brock Resource #2 | 02:00 | 10:00 | Remote | 8 |
| | | | | | | | | | |
| | | | | | | | | | |
| Total Resource Hrs | | | 15 | | | | | | |



1.2 SAFETY CONCERNS

- List any incidents, deficiencies, hazards, etc. that relate to safety.
- Please highlight any concerns or potential hazards in **yellow** or **red** based on severity.

Site Safety Plan can be found at: <filename>
(Insert physical location, or softcopy network drive location)

Safety Concerns:

| Item | Description | Area Effected | Owner | Date Logged | Resolution | Date Resolved |
|------|-------------|---------------|-------|-------------|------------|---------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |

“Pre-Shift Safety Meeting” or “Toolbox Talk” Summary:

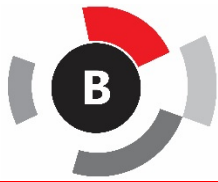
| Item | Attendee Name | Company | Safety Notice Communicated | Area Effected | Duration |
|------|--------------------|-----------------|--------------------------------------|---------------|----------|
| 1 | Brock Employee 007 | Brock Solutions | -Starting up baggage claim conveyors | Airside E | Tonight |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

1.3 TODAY'S ACTIVITIES

- Use this section to list the main tasks completed during this shift.
- Please use Section 1.6 “New Issues/Needs” to highlight risks or potentials for delays.

Today's Activities:

| Item | Remote/Onsite | Description |
|------|---------------|---|
| 1 | Onsite | Complete install of MEC-01 Airside E |
| 2 | Onsite | Functional checks on Airside HMI – Airsides E & F |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |



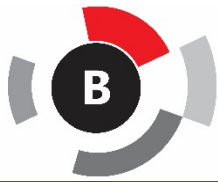
1.4 CURRENT STATE OF TESTING (Software Jobs)

- Use this section to list the testing requirements and track current status of each test. There are a few examples of tables below to help track tests. Use the one (or all) that best applies to your job.
- Use highlighting to help indicate if the testing is: a) "on track"=(no highlighting), b) "at risk"=**yellow**, c) "complete"=**green**, d) "falling behind"=**red**.

Current State of Testing:

| BITs/BRPs | Wired | Functional | System | Issues/Status |
|------------------|-------|------------|--------|-------------------------------|
| MEC-01 Airside E | 10% | 0% | 0% | Waiting for mounting hardware |
| MEC-02 Airside E | 100% | 80% | 0% | |
| MEC-01 Airside F | 0% | 0% | 0% | |
| | | | | |
| | | | | |
| MEC | Wired | Functional | System | Issues/Status |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| Item | Test/Description | Issues/Status |
|------|---|---------------------------|
| 1 | Testing functionality in Test Environment | -Complete |
| 2 | Testing functionality in Quality Environment | -In Process |
| 3 | Testing functionality in Production Environment | -Scheduled for Dec-5-2016 |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |



1.5 NEW ISSUES/NEEDS TO REPORT

- This section lists **only new issues** or needs that came up during this shift that will cause delays.
- Please copy existing outstanding issues that will (or currently) cause delays to the "Outstanding Issues" Section 1.7 of this report. The intent of this section **is not** to track open issues (done in separate form).
- Use highlighting to elevate awareness based on severity in **yellow** or **red**.

New Issues/Needs to Report:

| Item | Description | Owner | Date Logged | Required Date |
|------|---|---------|-------------|---------------|
| 1 | Missing Electrical outlet for workstation 3 | Airport | Jan-4-2017 | Jan-5-2017 |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

1.6 OUTSTANDING ISSUES/NEEDS

- Use this section to communicate only those items that are currently causing delays and scheduling impacts. This is not intended to track all issues (done in a separate form). This is only to elevate awareness of key issues that will (or have potential) of impacting future work (ie. cause delays).
- Use highlighting to elevate awareness based on severity in **yellow** or **red**.

Outstanding Issues/Needs:

| Item | Description | Owner | Date Logged | Required Date | Days Outstanding |
|------|---------------------------------------|------------|-------------|---------------|------------------|
| 1 | Servers require additional disk space | Airport IT | Dec-23-2016 | Jan-10-2017 | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |

1.7 UPCOMING PLANS

-List your upcoming plans to help coordination with others.

Upcoming Plans:

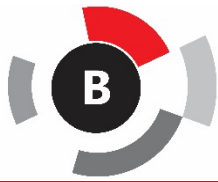
| Item | Description | Target Start Date | Target End Date | Comment |
|------|---------------------------------|-------------------|-----------------|---------|
| 1 | Functional Checks - Airside HMI | Jan-15-2017 | Jan-16-2017 | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

1.8 GENERAL OBSERVATIONS

-Use this section to list general observations that are noteworthy for the larger stakeholder audience (but have not been noted in previous sections).

General Observations:

| Item | Description |
|------|-------------|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |



1.9 UPDATES TO DOCUMENTATION

-Use this section to list any required documentation updates.

Updates to Documentation:

| Document Name | Page Ref | Date Required | Comment |
|---------------|----------|---------------|---------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Appendix D - Sample Project Training Plan



Client: Hillsborough County Aviation Authority

Version: A

Author: Jack Le

Reference: TL5885

Date: September 12, 2016

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This document is an uncontrolled copy.

| Version | Release Date | Author | Summary of Changes |
|---------|--------------------|--------|--------------------|
| A | September 12, 2016 | J. Le | Initial Release |
| | | | |
| | | | |
| | | | |

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1 Introduction

This document contains the training plan for the East Upper Level Replacement project at Tampa International Airport (TPA) located in Tampa, Florida.

2 Overview

This syllabus outlines the training plans along with the class descriptions for the East Upper Level Replacement project at Tampa International Airport (TPA). The courses are intended to address the system knowledge required by the following group of individuals:

- All Users, who require a general understanding of the physical layout of the system, a basic understanding of how baggage is moved from point A to point B, and knowledge of the safety features built into the system.
- Computer System Administrators, who require a thorough knowledge of the computer architecture, software components and maintenance procedures.
- Operators, who require a working knowledge of the baggage handling system and a thorough understanding of operating and routine troubleshooting procedures.
- Controls Maintenance Personnel, who require a working knowledge of the system and related operating procedures, detailed knowledge of the control systems (PLC and control devices) and extensive troubleshooting skills to quickly respond to operational problems.

| Course Title | Duration | Course No. | Computer System Administrators | Operators | Controls Maintenance Personnel |
|--------------------------------|-----------------|-------------------|---------------------------------------|------------------|---------------------------------------|
| System Overview | 1 Hours | TL5885TR0101 | X | X | X |
| MEC Application | 1 Hours | TL5885TR0102 | X | X | |
| Web Client Application | 3 Hours | TL5885TR0103 | X | X | X |
| Computer System Administration | 4 Hours | TL5885TR0104 | X | | |

The planned itinerary for each course is discussed in section 4.

3 Teaching Aids & Reference Materials

Depending on the subject being discussed, classes may be held in either a classroom setting or in one of the Bag Rooms using actual field equipment. The attached class descriptions indicate where the planned courses are to take place.

Each of the sessions will depend on manuals, drawings or field equipment. These training materials will be available for the session being performed and will be reused for all sessions. In many sessions, individuals may have to share some of the materials being discussed.

4 Course Descriptions

4.1 System Overview Course

Session Name: All Users - System Overview

Class Number: TL5885TR0101

Section 1.0 – Objectives

The objective of this course is to provide students with a basic understanding of the baggage handling system and its various components. The course will provide overviews of the upper-level architecture and its components.

Section 2.0 – Students and Training Material

This course is designed for students who have a basic understanding of a baggage handling system. The System Overview course is a prerequisite to all of the other training sessions.

Section 3.0 – Instructor

Brock Commissioning Engineer

Section 4.0 – Topics

The following topics will be discussed:

- Upper-level System – The system architecture, Upper-level system components and communication networks will be described.

Section 5.0 – Duration and Class Size

Approximate Class Length - 1 Hours

Maximum Number of Attendees - 15

Section 6.0 – Facilities

Classroom training will require an appropriately-sized meeting room to set up training equipment and conduct training.

Additional time will be spent on the site equipment for hands-on purposes.

4.2 MEC Application Course

Session Name: MEC Application

Class Number: TL5885TR0102

Section 1.0 – Objectives

The objective of this course is to train operations personnel to use the Manual Encode Consoles (MEC).

Section 2.0 – Students and Training Material

Course is designed for operations personnel. Manuals will be used when relevant to the topics being discussed. Hands-on equipment training will also be used.

Section 3.0 – Instructor

Brock Commissioning Engineer

Section 4.0 – Topics

The following topics will be discussed:

- Overview of MEC and purpose
- Using Scanner and Keyboard to enter bag tag information
- Overriding by Flight number
- Overriding by Carrier
- Overriding by Pier
- Using Inquiry Mode

Section 5.0 – Duration and Class Size

Approximate Class Length – 1 hours

Maximum Number of Attendees - 6

Section 6.0 – Facilities

Classroom training will require an appropriate size meeting room to set up training equipment and conduct training.

Additional time will be spent on the site equipment for hands-on purposes.

4.3 Web Client Application Course

Session Name: Web Client Application

Class Number: TL5885TR0103

Section 1.0 – Objectives

The objectives of this course are to provide Operators and System Administrators with sufficient knowledge of operational aspect of the system that they will be able to:

- Maintain carrier and flight information
- Manage flight schedules
- Manage pier assignments
- Search the database
- Access alarm history
- Generate reports

Section 2.0 – Students and Training Material

Course is designed for Operators with basic computer skills. The System Overview and HMI courses are prerequisites.

Section 3.0 – Instructor

Brock Commissioning Engineer

Section 4.0 – Topics

The following topics will be discussed:

- Configuring Carrier Information
- Managing Flight Schedules
- Managing Pier Assignments (time-based piers, and virtual piers)
- Managing System Settings
- Searching the Database
- Generating Reports (including saving and exporting reports)
- Business Analytics

Section 5.0 – Duration and Class Size

Approximate Class Length – 3 hours

Maximum Number of Attendees - 6

Section 6.0 – Facilities

Classroom training will require an appropriate size meeting room to set up training equipment and conduct training.

Additional time will be spent on the site equipment for hands-on purposes.

4.4 Computer System Administration Course

Session Name: Computer System Administration

Class Number: TL5885TR0104

Section 1.0 – Objectives

The objective of this course is to provide the System Administrators with sufficient knowledge of the functionality built into the system that they will be able to perform normal maintenance and troubleshooting activities to support the upper level system.

Section 2.0 – Students and Training Material

Course is designed for IT staff experienced in the operation, setup and maintenance of computer systems and networks. Drawings and manuals will be used when relevant to the topics being discussed.

Section 3.0 – Instructor

Brock Commissioning Engineer

Section 4.0 – Topics

The following topics will be discussed:

- Web Client Administration
- HMI Management
- Common Windows Server Tasks
- Internet Information Services (IIS)
- Anti-virus software
- Network Architecture and Administration
- Common SQL Server Tasks
- Managing Users and Security Permissions on the Web Client
- Accessing the MEC desktop and restarting the MEC Application
- Performing basic troubleshooting of new system components
- Perform basic preventative maintenance on new system components
- Troubleshooting SmartSort faults
- Restarting SmartSort Services

Section 5.0 – Duration and Class Size

Approximate Class Length – 4 hours

Maximum Number of Attendees - 6

Section 6.0 – Facilities

Classroom training will require the site equipment for hands-on purposes.

Appendix E - Proposed Project Schedule

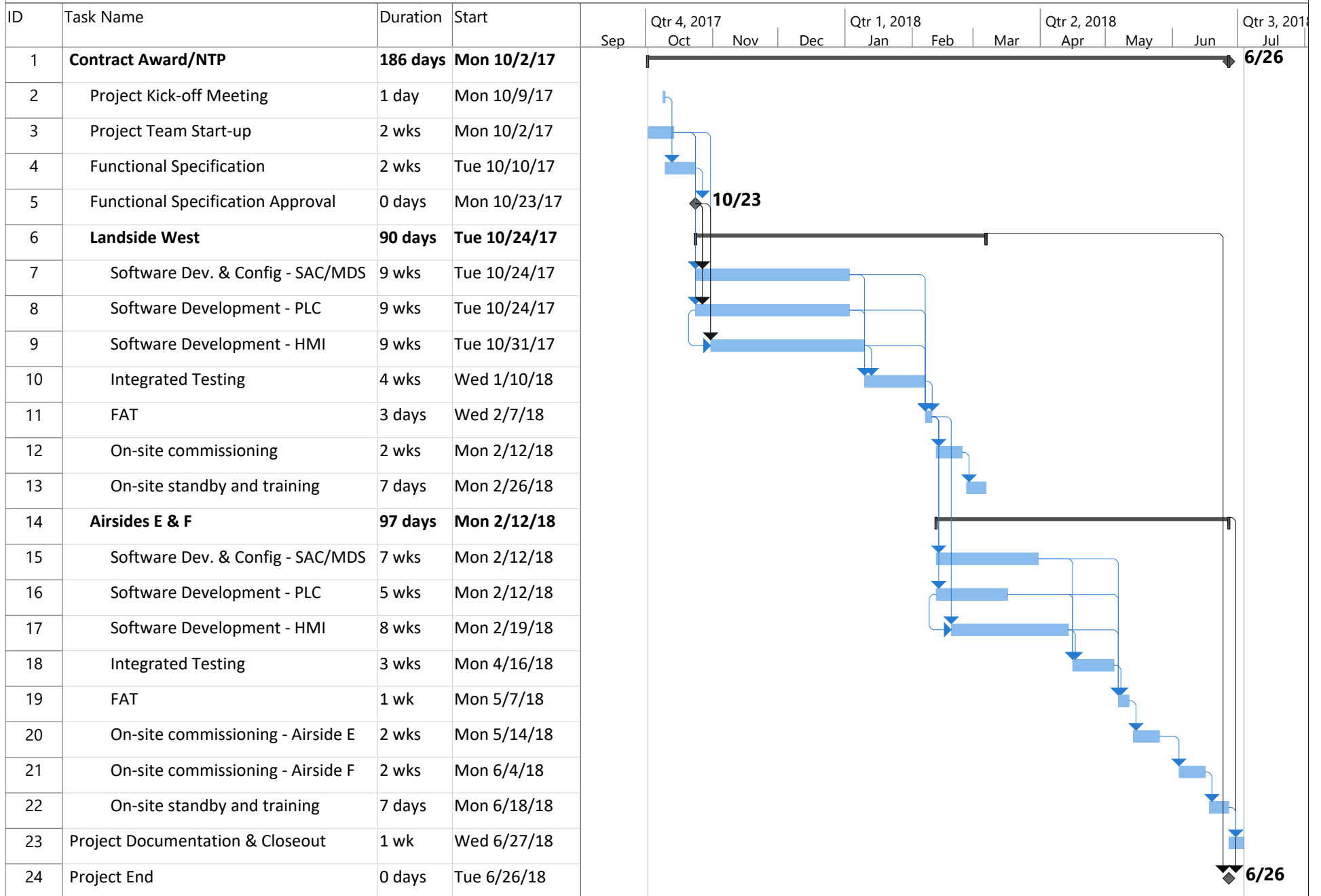


Exhibit A
Contractual Insurance Terms and Conditions
(Revised 12/11/14)

PURPOSE: To establish the insurance terms and conditions associated with contractual insurance requirements. This Standard Procedure is applicable to all companies with Authority contracts. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the Vice President of Facilities and Administration or designee.

INSURANCE COVERAGE:

A. Procurement of Coverage:

With respect to each of the required coverages, the company will, at the company's expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in the applicable contract. Coverages will be provided by insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case by case basis by Risk Management.

B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract. Completed operations coverage may be required to be maintained on specific commercial general liability policies effective on the date of substantial completion or the termination of the contract, whichever is earlier. If a policy is written on a claims made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of the contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless stated otherwise in the contract.

C. Reduction of Aggregate Limits:

If the aggregate limit is exhausted, the company will immediately take all possible steps to have it reinstated. The general liability policies shall include a per policy

endorsement providing that the limits of such insurance specified in the contract shall apply solely to the work under the contract without erosion of such limits by other claims or occurrences.

1. Cancellation Notice

Each of the insurance policies will be specifically endorsed to require the insurer to provide the Authority with 30 days written notice (or 10 days for non-payment of premium) prior to the cancellation of the policy. The endorsement will specify that such notice will be sent to:

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

D. No waiver by approval/disapproval:

The Authority accepts no responsibility for determining whether the company's insurance is in full compliance with the insurance required by the contract. Neither the approval by the Authority nor the failure to disapprove the insurance furnished by the company will relieve the company of their full responsibility to provide the insurance required by the contract.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

The coverages and minimum limits of insurance required by the contract are based on circumstances in effect at the inception of the contract. If, in the opinion of the Authority, circumstances merit a change in such coverages or minimum limits of insurance required by the contract, the Authority may change the coverages and minimum limits of insurance required, and the company will, within 60 days of receipt of written notice of a change in the coverages and minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the contract. Provided, however, that no change in the coverages or minimum limits of insurance required will be made until at least two years after inception of the contract. Subsequent changes in the coverages or minimum limits of insurance will not be made until at least two

years after any prior change unless extreme conditions warrant such change and are agreeable to both parties.

If, in the opinion of the Authority, compliance with the insurance requirements is not commercially practicable for the company, at the written request of the company, the Authority may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the company. Any such modification will be subject to the prior written approval of the Vice President of Facilities and Administration or designee, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

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

The company will not commence work, use or occupy Authority premises in connection with the contract until the required insurance is in force, preliminary evidence of insurance acceptable to the Authority has been provided to the Authority, and the Authority has granted permission to the company to commence work, use or occupy the premises in connection with the contract.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the contract, the company will furnish the Authority with a certificate(s) of insurance satisfactory to the Authority. This certificate must be signed by an authorized representative of the insurer. If requested by the Authority, the company will, within 15 days after receipt of written request from the Authority, provide the Authority, or make available for review, certificates of insurance, copies of required endorsements and/or a certified complete copy of the policies of insurance. The company may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The company will provide the Authority with renewal or replacement evidence of insurance, acceptable to the Authority, prior to expiration or termination of such insurance.

The insurance certificate must:

a. Indicate that, to the extent required by the contract:

- i. the Authority, members of the Authority's governing body, and the Authority's officers, volunteers and employees are included as Additional Insureds on all policies other than workers compensation and professional liability, and
 - ii. the insurers for all policies have waived their subrogation rights against the Authority;
- b. Indicate that the certificate has been issued in connection with the contract;
- c. Indicate the amount of any deductible or self-insured retention applicable to all coverages;
- d. Identify the name and address of the certificate holder as:

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

- e. Be signed and dated using approved methods by an individual who is an authorized representative of each insurer, whose insurance is the subject of the certificate and who is authorized by each such insurer to issue the certificate of insurance as modified. Facsimile signatures are acceptable.

G. Deductibles / Self Insurance:

- 1. All property and builders risk deductibles, as well as all self-insured retentions or any schemes other than a fully insured program, must be approved by the Vice President of Facilities and Administration or designee. The company agrees to provide all documentation necessary for the Authority to review the deductible or alternative program.
- 2. The company will pay on behalf of the Authority, or any member of the Authority's governing body or any officer or employee of the Authority, any deductible or self-insured retention (SIR) which, with respect to the required insurance, is applicable to any claim by or against the Authority, or any member of the Authority's governing body, or any officer or employee of the Authority.

3. The contract by the Authority to allow the use of a deductible or self-insurance program will be subject to periodic review by the Risk Manager. If, at any time, the Authority deems that the continued use of a deductible or self-insurance program by the company should not be permitted, the Authority may, upon 60 days written notice to the company, require the company to replace or modify the deductible or self-insurance in a manner satisfactory to the Authority.
4. Any deductible amount or SIR program will be included and clearly described on the certificate prior to any approval by the Authority. This is to include fully insured programs as to a zero deductible per the policy. Authority reserves the right to deny any certificate not in compliance with this requirement.

H. Company's Insurance Primary:

The company's required insurance will apply on a primary basis. Any insurance maintained by the Authority will be excess and will not contribute to the insurance provided by or on behalf of the company.

I. Applicable Law:

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

J. Waiver of Subrogation:

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

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

1. Authority's Right to Procure Replacement Insurance

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

2. Replacement Coverage at Sole Expense of Company

The entire cost of any insurance procured by the Authority will be paid by the company. At the option of the Authority, the company will either directly pay the entire cost of the insurance or immediately reimburse the Authority for any costs incurred by the Authority including premium and a 15% administration cost.

a. Company to Remain Fully Liable

Except to the extent any insurance procured by the Authority actually provides the insurance coverage required by the contract, the company will remain fully liable for full compliance with the insurance requirements in the contract.

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

Any insurance procured by the Authority is solely for the Authority's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the company. Authority is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate any such insurance which might be procured by the Authority.

Exhibit B
Remote Access to Authority Information Systems

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

GENERAL: The Authority has implemented two types of services to provide secure remote access to Authority information systems. ITS will provide technical support during normal ITS Help Desk hours of operation per Standard Procedure S270.02.

- A. Remote access through Web VPN services is available to users who have a business need to access Authority e-mail and electronic files on an ITS approved server when utilizing a standard web browser through a computer that is connected to the Internet.
- B. Remote access through VPN software is available to users who have a business need to provide network or server support, access server-based applications, or access other Authority information systems not supported by Web VPN services. For this type of remote access ITS security processes must be followed.
- C. The requestor's remote access will terminate at midnight on the end date specified on Form AM-22, VPN Software Remote Access Request.

PROCEDURES: ITS Form AM-22 is located on the Intranet. All signed Form AM-22 must be scanned and forwarded electronically to ITSForms@TampaAirport.com, in accordance with Rule 1B-26.003, Florida Administrative Code. The scanned Form AM-22 must also be forwarded to the Central Records Department for disposition of the original copy (per Authority Standard Procedure S201.01).

A. Remote Access Using Web VPN Services:

Users with an active Authority account can access Web VPN Services. ITS staff will notify the user when access has been completed. Instructions for using Web VPN Services are located on the Intranet.

B. Remote Access Using VPN Software:

- 1. The supervisor or applicable Authority contract manager will complete and ensure the user has signed Form AM-22.
- 2. If the user is not an Authority employee, then the Authority contract manager will complete and ensure the user has signed Form AM-07, Access to Authority Information Systems Acknowledgement Form.

C. Re-Activation:

When a contractor needs remote access reactivated, the contract manager working with the contractor must send an e-mail to the ITS Help Desk notifying of the start and end dates to allow access for the contractor.

D. Termination of Remote Access:

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

E. Remote Access Usage:

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

F. Disposition of Electronic Forms:

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

G. Disciplinary Actions:

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

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



Hillsborough County Aviation Authority
PO Box 22287
Tampa, FL 33622
Telephone: 813-870-8700

E-Verify Certification

RFP No. 17-411-804

WEST SIDE BAGGAGE HANDLING SYSTEM SERVERS – SOFTWARE REPLACEMENT

This certification is required in accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status).

The State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status), and any projects with Florida Department of Transportation (FDOT) funding as part of a Joint Participation Agreement between FDOT and the Authority, require, as a condition of all contracts for the provision of goods or services, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the term of the contract, and an express requirement that contractors include in subcontracts the requirement that subcontractors performing work or providing services pursuant to the contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company: _____ FID or EIN No.: _____

Address: _____ City/State/Zip: _____

I, _____, as a representative of _____, certify and affirm that this company will comply with the E-Verification requirements of Executive Order Number 11-116.

Signature

Title

Printed Name

Date

[Affix Corporate Resolution if not signed by the President or Vice President of the Company]



COMMON LAW PERFORMANCE BOND

BOND NO. _____

STATE OF _____

COUNTY OF _____

BY THIS BOND, Brock Solutions US Systems, LLC whose principal address is 8080 Tristar Drive, Suite 126, Irving, Texas, 75063, business phone number is 972-373-2500 as Principal, hereinafter "Company", and _____, whose principal business address is _____, business phone number is _____ as Surety, hereinafter "Surety", are held and firmly bound to the Hillsborough County Aviation Authority whose principal business address is P.O. Box 22287, Tampa, Florida 33622, business phone number is (813) 870-8700, as Obligee, hereinafter "Owner", in the amount of One Million One Hundred Seventy Three Thousand Eight Hundred Eighty Five and No One Hundredth Dollars (U.S.) (\$1,173,885.00) for the payment of which Company and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, as provided herein.

WHEREAS, Company has by written Contract dated September 7, 2017 entered into a Contract with Owner for **AUTHORITY PROJECT NUMBER 6105 15, WEST SIDE BAGGAGE HANDLING SYSTEM SERVERS – SOFTWARE REPLACEMENT at TAMPA INTERNATIONAL AIRPORT** to perform in accordance with the Contract, and the Contract Documents incorporated by reference in the Contract or otherwise. The Contract is incorporated by reference into this Performance Bond, hereinafter "Bond".

It is the condition of this Bond that if the Company performs its Contract obligations (the "Work"), then the Surety's obligations under this Bond are null and void, otherwise the Surety's obligations will remain in full force and effect.

The Company will perform, carry out and abide by all the terms, conditions and provisions of the Contract and complete the Work in accordance with its terms. If the Company fails to perform its Contract obligations, it will be the duty of the Surety to promptly assume responsibility for performance of the Contract and completion of the Work. The Surety must and does hereby agree to indemnify the Owner and hold it harmless of, from and against any and all liability, loss, cost, damage, expense, attorney fees, including appellate proceedings, engineering and architectural fees or other professional services which the Owner may incur or which may accrue or be imposed upon the Owner by reason of any negligence, default, breach or misconduct on the part of the Company, Company's agents, servants, subcontractors or employees, in, about, or on account of the Work or performance of the Contract. Surety will be required to repay and reimburse the Owner, promptly upon demand, all sums of money including, but not limited to, attorney, architect, engineer and any other professional fees reasonably paid out or expended by the Owner on account of the failure or refusal of the Company to carry out, perform, or comply with any of the terms, conditions or provisions of the Contract including, but not limited to, the guarantee of the Work and materials furnished under the Contract for the time specified in the Contract.



The Surety hereby stipulates and agrees that any modification, omission, or addition, in or to the terms of the Contract, including the Contract Documents, will not affect the obligation of the Surety under this Bond.

Signed and sealed this _____ day of _____, _____.

(COMPANY MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, OR INDIVIDUAL)
THE PERSON SIGNING FOR THE COMPANY WILL SIGN THEIR OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, THEY MUST FURNISH A CORPORATE RESOLUTION SHOWING THEIR AUTHORITY TO BIND THE CORPORATION.

(Affix Corporate Seal)

By: _____
(Signature)

Type Name and Title Below:

Name of Company
Address: _____

Telephone Number: _____
FAX Number: _____

(Affix Surety's Corporate Seal)

By: _____
Florida Licensed Agent (Signature)

Surety

Type Name and Title Below:

Attorney in Fact

Address: _____

By: _____
(Signature)

Telephone Number: _____
FAX Number: _____
License Number: _____

Type Name and Title Below:

(Attach "SURETY'S BOND AFFIDAVIT" on copy of form bound in these Specifications).
(Attach "POWER OF ATTORNEY" for Surety Company Representative).

Address: _____

Telephone Number: _____
Fax Number: _____

By: _____
Hillsborough County Aviation Authority

THE FOREGOING BOND IS HEREBY APPROVED FOR LEGAL SUFFICIENCY:

By: _____
Michael Kamprath, Assistant General Counsel

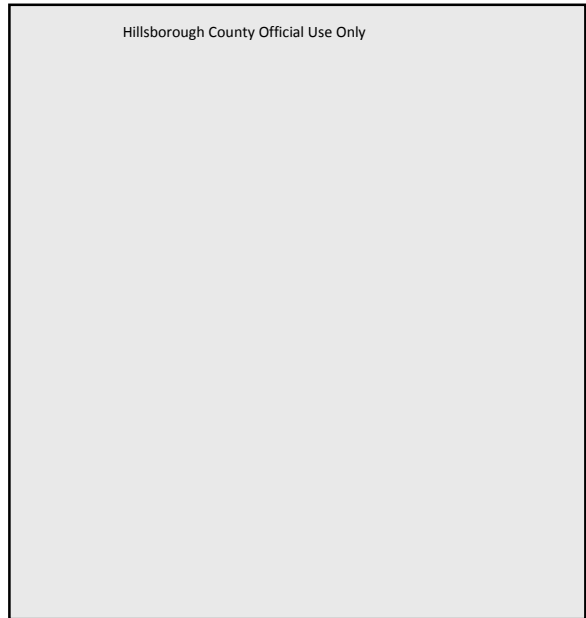
THIS BOND MUST BE RECORDED IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA PRIOR TO COMMENCING ANY WORK UNDER THE CONTRACT.

STATUTORY PAYMENT BOND

BOND NO. _____

STATE OF _____

COUNTY OF _____



BY THIS BOND, Brock Solutions US Systems, LLC, whose principal address is 8080 Tristar Drive, Suite 126, Irving, Texas, 75063, business phone number is 972-373-2500 as Principal, hereinafter "Company", and _____, whose principal address is _____, business phone number is _____ as Surety, hereinafter "Surety", are held and firmly bound to the Hillsborough County Aviation Authority whose principal business address is P.O. Box 22287, Tampa, Florida 33622, business phone number is (813) 870-8700, as Obligee, hereinafter "Owner", in the amount of One Million One Hundred Seventy Three Thousand Eight Hundred Eighty Five and No One Hundredth Dollars (U.S.) (\$1,173,885.00) for the payment of which Company and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, as provided herein.

THE CONDITION OF THIS BOND is that if Company:

1. Performs the Contract dated September 7, 2017, between Company and Owner for design-build services of **AUTHORITY PROJECT NUMBER 6105 15, WEST SIDE BAGGAGE HANDLING SYSTEM SERVERS – SOFTWARE REPLACEMENT at TAMPA INTERNATIONAL AIRPORT**, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Company with labor, materials, or supplies, used directly or indirectly by Company in the prosecution of the work provided for in the Contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Owner sustains because of a default by Company under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), and (10), Florida Statutes.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

Signed and sealed this _____ day of _____, _____.

(COMPANY MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, OR INDIVIDUAL)
THE PERSON SIGNING FOR THE COMPANY WILL SIGN THEIR OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, THEY MUST FURNISH A CORPORATE RESOLUTION SHOWING THEIR AUTHORITY TO BIND THE CORPORATION.

(Affix Corporate Seal)

By: _____
(Signature)

Type Name and Title Below:

Name of Company
Address: _____

Telephone Number: _____
FAX Number: _____

(Affix Surety's Corporate Seal)

By: _____
Florida Licensed Agent (Signature)

Surety

Attorney in Fact

Type Name and Title Below:

Address: _____

By: _____
(Signature)

Telephone Number: _____
FAX Number: _____
License Number: _____
(Attach "SURETY'S BOND AFFIDAVIT" on copy of form bound in these Specifications).
(Attach "POWER OF ATTORNEY" for Surety Company Representative).

Type Name and Title Below:

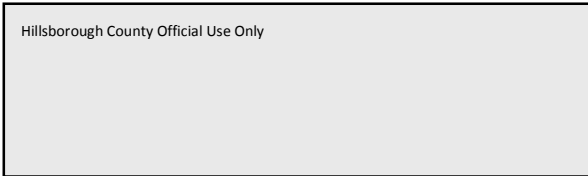
Address: _____

Telephone Number: _____
Fax Number: _____

By: _____
Hillsborough County Aviation Authority

THE FOREGOING BOND IS HEREBY APPROVED FOR LEGAL SUFFICIENCY:
By: _____
Michael Kamprath, Assistant General Counsel

THIS BOND MUST BE RECORDED IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA PRIOR TO COMMENCING ANY WORK UNDER THE CONTRACT.



SURETY PAYMENT & PERFORMANCE
BOND AFFIDAVIT

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____,
who being duly sworn, deposes and says that they are a duly authorized Florida agent, properly licensed under the laws of
the State of Florida, to represent _____,
a company authorized to make corporate surety bonds under the laws of the State of Florida (the "Surety").

Said _____ further certifies that as agent for the said Surety, they have
countersigned the attached bond as the Florida Licensed Agent in the amount of One Million One Hundred Seventy Three
Thousand Eight Hundred Eighty Five and No One Hundredth Dollars (U.S.) (\$1,173,885.00) on behalf of _____
to the HILLSBOROUGH COUNTY AVIATION AUTHORITY covering the **AUTHORITY PROJECT NUMBER 6105 15, WEST SIDE
BAGGAGE HANDLING SYSTEM SERVERS – SOFTWARE REPLACEMENT at TAMPA INTERNATIONAL AIRPORT**

Said _____ further certifies that the premium on the said bonds is
_____, which will be paid in full directly to them as agent
and included in their regular accounts to the said Surety, and that they will receive their regular commission as agent for
the execution of said bond and that their commission will not be divided with anyone except to
_____, who is a duly authorized insurance agent properly licensed under the laws of the State of
Florida.

SIGNED:

By: _____
Florida Licensed Agent (Signature)

Type Name or Agent Below:

Address of Agent: _____

Telephone Number: _____

FAX Number: _____

License Number: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by
_____ who is personally known to me or who has produced the following identification
_____, and who did/did not take an oath.

Signature of Notary

END OF SURETY PAYMENT AND PERFORMANCE BOND