



# HILLSBOROUGH COUNTY AVIATION AUTHORITY

## WEB ORDERING APPLICATION CONTRACT

### Parties And Addresses:

AUTHORITY: Hillsborough County Aviation Authority  
Post Office Box 22287  
Tampa, Florida 33622  
Telephone: 813-870-8700  
Fax: 813-875-6670

COMPANY: Portier, LLC dba Uber Eats  
1515 3rd Street  
San Francisco, CA 94158

HILLSBOROUGH COUNTY  
AVIATION AUTHORITY  
WEB ORDERING APPLICATION CONTRACT

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A - Scope of Services

B - Fees

C - Scrutinized Company Certification

D - Sample Work Order

E - Order Error Guide

F - Implementation Timeline

## 1. INTRODUCTION

This Contract for Web Ordering Application (Contract) is made and entered into this \_\_\_ day of \_\_\_\_\_ 2022 between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (Authority), and Portier, LLC dba Uber Eats, a Delaware limited liability company authorized to do business in the State of Florida (Company), (collectively hereinafter referred to as the Parties).

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

## 2. DEFINITIONS

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

### 2.A Accounts Payable

The unit within Authority Finance Department that deals with accounts payable.

### 2.B Additional Services

Any additions or revisions to the Services agreed to by Authority and Company in this Contract pursuant to a Work Order executed by both Parties.

### 2.C Affiliate

An entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party (e.g. Uber Technologies, Inc.).

### 2.D Airport

Tampa International Airport located at 4100 George J. Bean Parkway, Tampa, Florida.

### 2.E Airport Employees

Any individual employed by the Authority, Airport tenants, or Airport Concessionaires.

### 2.F Airport Facilities

The facilities at the Airport, existing or under construction as of the Effective Date, or to be constructed during the Term of this Contract, including but not limited to, the Main Terminal, Airside Terminals A, C, E, and F, Common Areas, Baggage Claim Areas, Rental Car Center, SkyConnect Stations and SkyCenter One, as well as all user

movement areas and areas leased to any third-party.

## **2.G Airside Terminals**

The four buildings designated as A, C, E and F supporting passenger airline operations and connected to the Main Terminal via shuttle cars.

## **2.H Application (App)**

For the purposes of this Contract, the web-based platform known as Uber Eats (may also include Postmates) used by Customers to place orders for pickup and to track order status, which is the proprietary technology of Company or its Affiliates.

The definition of “Application” or “App” will also include the Uber Tools. Company and its Affiliates may also make available to Merchants a website, mobile application or other technology interface for Merchants to access and use the services (collectively, the “Tools”), which may include Company’s and its Affiliates’ proprietary technology platform, through which Merchants may, among other things, receive, accept and fulfill requests for Items from Customers and receive insights and analytics regarding Merchants’ performance and history using the services.

## **2.I Airport Experience**

The user experience within the Application where the Airport’s branding will be featured (e.g. in the “welcome screen”) and Customers within a geo-fenced area will be able to order Items from participating Concessionaires.

## **2.J Baggage Claim Areas**

The areas located next to Airside Terminals A and F and in Airside Terminals C and E that are within the baggage screening system providing baggage sortation via conveyers from the Main Terminal to the four Airside Terminals.

## **2.K Board**

The Hillsborough County Aviation Authority Board of Directors.

## **2.L CEO**

The Hillsborough County Aviation Authority Chief Executive Officer.

## **2.M Commencement of Operations**

When Company will begin providing Services to Airport Employees, Airport tenants, and Customers.

## **2.N Common Areas**

Those areas of the Airport Facilities that are not leased, licensed, or otherwise

designated or made available by Authority for exclusive or preferential use by a specific party or parties.

## 2.O Company

The legal entity that is party to this Contract who is bound by this Contract to provide Services. In all provisions of this Contract that require a person to comply with a specific provision requiring representation of Company, this person shall be an authorized official of Company.

## 2.P Concession

Leased spaces within the Airport, including the Main Terminal and Airsides, that provide food and beverage, retail, duty-free products, and passenger services.

## 2.Q Concessionaire

A person or firm that provides a business within the Main Terminal and Airside Terminals selling goods and services to the public including, but not limited to, food & beverage services, retail merchandise, duty-free merchandise, and personal or business services.

## 2.R Contract Documents

The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in this Contract; Invitation to Negotiate (ITN) for Web Ordering Application, dated June 1, 2022, and all its addenda; and Contract's Response to ITN for Web Ordering Application, and any subsequent information submitted by Company during the evaluation process.

## 2.S Contract Dates

- A. Commencement Date: Company will begin providing Services on December 30, 2022.
- B. Effective Date: The date of full execution of this Contract by the Parties.
- C. Expiration Date: This Contract terminates on December 31, 2025, unless terminated early in accordance with this Contract.
- D. Renewal Option: This Contract has two, twelve-month renewal options at the sole discretion of the CEO.
- E. Term: The period of time beginning on the Commencement Date and ending on the Expiration Date, unless the renewal options are exercised.

## 2.T Contract Manager

Company's 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.

## 2.U Contract Year

(a) With respect to the first year of this Contract, the period commencing on December 30, 2022 and continuing through December 20, 2023. (b) With respect to subsequent years of this Contract, each consecutive twelve-month period thereafter.

## 2.V Customers

An individual that purchases any of Concessionaire's Items using the Application, which may include Airport passengers, employees, and guests.

## 2.W Employee Common Areas

Areas used exclusively by Airport Employees, including but not limited to, main offices, and breakrooms.

## 2.X Error

Any failure of the Application to substantially conform to its functional specifications as published from time to time by Company.

## 2.Y FAA

The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

## 2.Z Fees

The monthly fee paid to Company by the Authority for providing the Services payable in accordance with Exhibit B, Fees.

## 2.AA First Class

A manner of operation, a standard of quality of materials and development, and/or a standard of quality of Services that meets standards in other airports throughout the United States.

## 2.BB Fiscal Year

The twelve-month period beginning October 1st of a calendar year and continuing through September 30th of the following calendar year.

## 2.CC Gross Receipts

The total sales recorded by the Application, excluding amounts of any Federal, State, or municipal sales taxes paid by Company or collected from Customers, or any

applicable Fees collected by Company for each participating Concession location.

## 2.DD Hourly Service Rates

Company's hourly rates included within this Contract and as mutually agreed upon by the Parties during Contract negotiations.

## 2.EE Item

Food, beverage, retail, or other products from participating Concessionaires.

## 2.FF Main Terminal

The nine-level central passenger terminal building at the Airport that contains: Level 1-baggage claim; Level 2-airline ticket counters; Level 3-transfer to Airside Terminals; Levels 4 through 9 - six (6) short term parking levels; and Levels 1 through 8 – eight (8) long term parking levels.

## 2.GG Marks

Subject to this Contract, each party hereby grants to the other party (and, in the case of Company, to its Affiliates) a limited, royalty-free, non-exclusive and non-transferable license during the Term to use such party's respective Marks in the territory, in connection with the activities related to this Contract or any other activities relating to the Company's services or the Services pursuant to this Contract and Application. For purposes of this Contract, the term "Marks" will mean the trademarks, service marks, trade names, copyrights, logos, slogans, content, media, materials, identifying symbols and indicia of the applicable party, or to the extent that the Authority is not the owner, the same as used by the Authority. All uses of a party's Marks by the other party will be in the form and format specified or approved by the owner of such marks. Other than as specifically set forth in this Contract, neither party will use the other party's Marks without the prior, express, written consent of the other party (email is sufficient). For the avoidance of doubt, however, any use or display of Authority's Marks by Company or its Affiliates in connection with making Items available through the Application in the ordinary course of business will not require any such prior, express, written consent. Authority further agrees that any use or display of Company's Marks will conform to the current version of Uber Eat's Brand Guidelines, which can be provided to Authority upon request. All goodwill related to the use of a party's Marks by the other party will inure to the benefit of the owner of such Marks. Except as expressly set forth herein, neither party will be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights. Without limiting anything in this Contract, the Company represents and warrants that Company's Marks do not infringe, misappropriate, or otherwise violate any third party's intellectual property or other proprietary rights. All rights not granted are expressly reserved. Without limiting anything in this Contract, the Authority represents and warrants that



Authority's Marks do not infringe, misappropriate, or otherwise violate any third party's intellectual property or other proprietary rights. The Authority agrees that Company or its Affiliates may remove the Authority's Marks from the Application(s) if Company or its Affiliates receive notice or otherwise reasonably believe that such Authority's Marks may infringe, misappropriate, or otherwise violate any intellectual property or other proprietary rights.

## 2.HH Merchant

Concessionaire that is party to a Merchant Agreement.

## 2.II Merchant Agreement

Agreement executed between Company and Concessionaires in which Concessionaire and Company agree to service terms and conditions for business items such as fees in consideration for on-demand lead generation services, order processing, marketing/promotional/advertising services, and operational and other support related services.

## 2.JJ Operational Date

The date of final acceptance by Authority and the Application is operational for purposes of this Contract.

## 2.KK Personal Data

Any information obtained in connection with this Contract (i) relating to an identified or identifiable natural person; (ii) that can reasonably be used to identify or authenticate an individual, including name, contact information, precise location information, persistent identifiers, and (iii) any information that may otherwise be considered "personal data" or "personal information" under applicable laws.

## 2.LL Rental Car Center

The consolidated rental car facility located at south of the Main Terminal that houses the on-Airport rental car companies.

## 2.MM Root Cause

A factor that causes an Error.

## 2.NN Services

The services as detailed in Exhibit A, Scope of Services.

## 2.OO SkyCenter One

The multi-tenant office building located at the Airport with a connection to the Main Terminal through the SkyConnect train.

**2.PP SkyConnect Stations**

The Airport’s shuttle station that connects the Main Terminal to the Economy Parking Garage and the Rental Car Center.

**2.QQ Term**

December 30, 2022 through December 31, 2025, including renewal periods.

**2.RR Transition Period**

A period of not more than one (1) month following the Expiration Date of this Contract.

**2.SS TSA**

The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

**2.TT Vice President of Concessions and Commercial Parking**

The Authority employee designated by the Authority Chief Executive Officer to manage and oversee this Contract.

**2.UU Work Order**

The order form used by Authority and Company for Additional Services in accordance with Section IV.B, Work Order. The Work Order is paid in accordance with the mutually approved Hourly Service Rates, or as will otherwise be specified in the Work Order.

**3. SUMMARY OF CONTRACT PROVISIONS**

The following table is a statement of key provisions of this Contract (Summary of Contract Provisions).

**3.A Authority Address**

Hillsborough County Aviation Authority

Post Office Box 22287

Tampa, FL 33622

Attn: Airport Concessions Department

Telephone: 813-870-8700

Fax: 813-875-6670

Address for courier delivery:  
Hillsborough County Aviation Authority  
SkyCenter One  
5411 SkyCenter Drive  
Suite 500  
Tampa, Florida 33607-1470  
ATTN: Chief Executive Officer

**3.B Concessionaire Address**

1515 3rd Street  
San Francisco, CA 94158

**3.C Effective Date**

Date of full execution of this Contract by the Parties.

**3.D Commencement Date**

December 30, 2022.

**3.E Expiration Date**

December 31, 2025.

**3.F Fee**

See Exhibit B, Fees.

**3.G Modifications to Summary of Contract Provisions**

The Parties acknowledge and agree that provisions stated in the Summary of Contract Provisions are subject to change throughout the Term in accordance with the provisions of this Contract. The Parties therefore agree to modify the Summary of Contract Provisions by letter executed by the Vice President of Concessions and Commercial Parking and countersigned by Company, without need for formal amendment to this Contract.

**4. SCOPE OF SERVICES**

**4.A Scope**

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

**4.B Work Order**

Tampa International Airport  
Web Ordering Application

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

If Authority and Company cannot agree on the details of the Work Order, Authority will be entitled to select another company to provide the Services. If Company cannot complete an executed Work Order within the agreed upon schedule and/or costs, Authority will terminate the Work Order and Authority will be entitled to select another company to provide the Services.

#### **4.C Authority's Contact Person**

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

#### **4.D Company's Contract Manager**

Company has designated Rob Mitchell as the individual to be responsible for the overall project (Contract Manager). The Contract Manager will be responsible for ensuring that all Services are provided as outlined in the Scope of Services and will be Company's primary contact for all Services under this Contract.

Company must not remove such Contract Manager from providing the Services contemplated by this Contract; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of the Contract. Authority will require that, at a minimum, any proposed replacement should be at the manager level role at a minimum. To the extent practicable and permitted by law, Company will not make any personnel changes of the Contract Manager until written notice is made to and approved by Authority's Vice President of Concessions and Commercial Parking or designee.

### **5. TERM**

#### **5.A 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.

#### **5.B Term**

The Term of this Contract commences on December 30, 2022 and will continue through

December 31, 2025 unless terminated earlier as provided herein.

### 5.C Renewal Options

This Contract may be renewed at the same terms and conditions hereunder for two (2), twelve (12) month periods at the discretion of the CEO. Such renewal will be effective by issuance of a written letter to Company by CEO. If all such renewals are exercised, this Contract will have a final termination date of December 31, 2027.

### 5.D Commencement of Fees and Charges

All Fees and charges hereunder will commence on December 30, 2022 and will continue for the Term of this Contract.

### 5.E Commencement of Operations

Company will begin providing Services following the date of final acceptance by Authority and the date the Airport Experience is operational for Customers and will continue for the Term of this Contract.

### 5.F Early Termination

Either Party may terminate this Contract, without cause, by giving thirty (30) days written notice to the other Party. Authority does not guarantee work or any amount of work to Company during the Term of this Contract.

## 6. FEES, REPORTING, AND ACCOUNTING RECORDS

### 6.A Gross Receipts

Gross Receipts are the total sales recorded by the Airport Experience, excluding amounts of any Federal, State, or municipal sales taxes paid by Company or collected from Customers, or any applicable Fees collected by Company for each participating Concession location.

### 6.B Fees

In accordance with Exhibit B, Fees, Authority shall pay Company a monthly fee pursuant to this Contract, which includes technical support and maintenance as specified in this Contract. Fees will be due on a monthly basis, beginning in the first month after the Commencement Date.

Invoices for Fees shall be accompanied by the Monthly Sales Report.

### 6.C Hourly Service Rates

In the event the Parties agree to Additional Services, Authority will pay Company based on an approved detailed Work Order that includes the task costs and payment schedule. Payment will be made to Company for such Additional Services as agreed to by the Parties. For such

Additional Services, the Company's Hourly Service Rates will be negotiated between the Parties if Hourly Service Rates become applicable.

Company may request Hourly Service Rate increases by providing thirty (30) days written notice prior to the start of each Contract Year. Such increases must be mutually approved by the Parties before taking effect.

#### 6.D Reimbursable Expenses

Authority will reimburse Company for Authority pre-approved expenses, such as expenses for on-boarding services (e.g. equipment including tablets and printers for Concessionaires).

No other charges, Fees or costs will be allowed under this Contract, unless otherwise set forth in this Contract. However, the Authority acknowledges that the Company may charge Concessionaires fees and costs pursuant to the Merchant Agreements made by and between each Concessionaire and the Company; however, the Parties expressly acknowledge that the Authority is not a party to such Merchant Agreements.

#### 6.E Reports

A. Generally Accepted Accounting Principles. Company shall prepare and maintain, in accordance with Generally Accepted Accounting Principles, complete and accurate books and records that include all financial transactions in the performance of this Contract. Company shall maintain source documents sufficient to support its books, records, and reports. All monies related to this Contract shall be deposited to and paid from a business bank account(s), the records for which shall be subject to review and audit in accordance with the provisions hereof.

B. Monthly Sales Report. No later than the tenth (10th) day of each month during the Term, Company shall automatically generate and email the Monthly Sales Report to the Concessions and Commercial Parking Department at [Receivables@TampaAirport.com](mailto:Receivables@TampaAirport.com) and [Payables@TampaAirport.com](mailto:Payables@TampaAirport.com), and include in such email, at a minimum, the following information:

- Contract Name
- Company Name
- Concession Location
- Number of Orders per Location
- Gross Receipts per Location
- Average Transaction Value per Location
- Other anonymized or aggregated information, as requested by the Authority, which Company is able to provide pertaining to the Airport Experience. The Authority agrees that the Company may mark the Monthly Sales Reports as "confidential" and that the

Authority will only disclose such Monthly Sales Reports if required by law or court order. The Monthly Sales Report shall state Gross Receipts for the reported month.

C. Form, Frequency, and Method of Reporting. Acceptance of monthly reports and payments by Authority does not constitute agreement by Authority with the amounts reported and paid. Authority reserves the right to reasonably change the form and frequency of reports and statements, including, but not limited to, the Monthly Sales Report, and to require the submission by Company of other statistics and information pertaining to the Gross Receipts hereunder, to the extent relevant to the Airport Experience. Company agrees to change the form of the required reports and statements as requested by Authority and to provide any additional statistics and information Authority may request.

Authority shall have the right at any time to require that reports be delivered electronically using technology and procedures designated by Authority and available to the Company. If Authority instructs Company to deliver any reports and statements required hereunder by computer, e-mail, internet website, or transmission, Authority shall not be obligated to furnish Company with the equipment or systems necessary to do so.

#### **6.F Authority Right to Perform Audits, Inspections, or Attestation Engagements**

Notwithstanding Company's requirement to submit the Monthly Sales Reports set forth herein, Authority, or its representative, will have the right, no more than once per each 12-month period during the Term of this Contract, including any renewal options, with fourteen (14) calendar days advance written notice, through the expiration of this Contract, through its representatives, and at all reasonable times, to review all books and records of Company pertaining to Company's obligations under Article VI of this Contract and, where applicable, all individuals or other business entities who are party to this Contract, including franchisee/licensee records and audits of all business transacted at the Airport, to substantiate the accuracy of the reported Fees and Company's compliance with Article VI of this Contract. This includes, but is not limited to, books of account, documents, records, waybills, returns, papers, and files as they pertain to Article VI of this Contract. Such right of examination will include cooperation by Company personnel as reasonably considered necessary by Authority, or its representative, to complete the engagement. There may be no limitation in the scope of the engagement that would hinder Authority in testing the accuracy and completeness of the reported Gross Receipts. All such books, records, and contracts shall be kept for a minimum period of five (5) years after the close of each Fiscal Year ending September 30. Such audit will be at the sole expense of the Authority.

Company will convey any and all books and records responsive to any audits required by this Article to the Authority via electronic means to be agreed upon by Company and Authority. Company will provide Authority representatives with retrievals of computer-based record or transactions the representatives determine to be necessary to conduct the engagement. Company may redact any sensitive or confidential information in the documents that it provides to Authority that is not directly relevant to the subject engagement. Company will not

charge Authority any cost of retrieving, downloading to storage media and/or printing of any records or transactions stored in magnetic, optical microform or other media. Company will provide all records and retrievals requested within fourteen (14) calendar days of initial request at start of the engagement and seven (7) calendar days for each subsequent request. The Parties recognize that Authority will incur additional costs if records requested are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on the fifteenth (15th) calendar day following the date of initial request at start of the engagement and the eighth (8th) calendar day following the date for each subsequent request. Accrual of such damages will continue until specific performance is accomplished.

## 7. PAYMENT

### 7.A Not-to-Exceed

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

### 7.B Invoices

Invoices required by this Contract will be created and submitted by Company to Authority Finance Department via email to [Payables@TampaAirport.com](mailto:Payables@TampaAirport.com) in a form acceptable to Authority and shall be accompanied by the Monthly Sales Report.

### 7.C Payment Method

Company will receive electronic payments via Automated Clearing House (ACH) – VIP Supplier, ACH – Standard, ePayables, or Purchasing Card (PCard). Information regarding the electronic payment methods and processes including net terms is available on Authority website at [www.TampaAirport.com](http://www.TampaAirport.com) > Learn about TPA > Airport Business > Procurement > Solicitations and Contracts > Additional Resources > 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.

In accordance with Florida Statute Section 501.0117, companies that accept credit cards as a valid form of payment are prohibited from imposing a surcharge.

### 7.D 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.

## 8. OPERATION AND PERFORMANCE STANDARDS

### 8.A Additional Compliance

Company and the Authority shall comply with all applicable governmental laws, ordinances, regulations, codes and permits in the conduct of their operations under this Contract including, but not limited to, TSA regulations regarding products or procedures.

### 8.B Operational Standards

Company must ensure the following operational standards are met throughout the Contract Term:

Service Standard: Company shall provide Customers of the Airport Experience with access to Customer support consistent with the Customer support provided to other Customers of the Application. Processing of purchases and refunds (to the extent eligible) shall be prompt. Receipts shall be properly itemized, shall reflect precisely the actual sale of goods, and shall present individual prices, totals, and taxes, if any. The Authority reserves the right to request Company to add employees if the customer service requirements set forth in this Section are not being met in the judgment of the Authority. Company should anticipate peak travel seasons such as Spring Break, Thanksgiving, Christmas and other holidays.

Employee Standards: Company shall recruit, train, supervise, direct and deploy the number of employees necessary to promptly provide Services to all Customers in accordance with the customer service standards set forth in Paragraph A, Service Standard above. All employees shall be clean, neat, professional, courteous, appropriately and professionally attired, and must wear the official Airport identification badge and Company's identification name tag at all times, if Company's employees will be performing obligations under this Contract at the Airport. Company's identification name tag shall clearly display the name of Company and the name of the employee. In addition, Company's employees are encouraged to wear distinctive clothing which incorporate Company's trademark logo, service mark or design.

Management: The management of the operation shall be under the direct supervision of a well-trained, qualified and experienced manager employed by Company (Manager). The Manager shall have the authority to make all material decisions necessary in the day-to-day operations including, without limitation, decisions regarding Customer complaints or concerns, Authority complaints or concerns, and employee conduct. Company shall give the Authority at least seven (7) days advance notice of any change in the Manager.

Florida Liquor Laws: If applicable, Company and the Authority shall comply with all Florida

liquor laws, rules, and regulations, as may be amended from time to time.

Debit Cards and Credit Cards: Company shall accept debit cards and at least three (3) major credit cards (including Visa and MasterCard) for any purchase. No minimum credit card or debit card purchase amount or charge for credit card purchases is allowed.

## 8.C Failure to Comply with Performance Standards

- A. **Violations.** Company acknowledges the Authority objective to provide the public and air traveler with the level and quality of service as described herein. Accordingly, Authority has established a series of fines, as set forth in the table below, that it may assess, in its sole discretion, as liquidated damages for various violations of the provisions of this Contract and/or Authority Rules and Regulations or Operating Directives. Company and Authority agree that the fines set forth herein are reasonable, and Company further agrees to pay to Authority such fines in accordance with the rates or in the amounts specified herein upon each occurrence of the specified violation and upon written demand by Authority. The Authority will, in its sole discretion, determine the classification of each fine as per day or per occurrence. Company further acknowledges that the fines are not exclusive remedies and Authority may pursue other remedies as allowed for in this Contract and at law, in Authority sole discretion. Authority waiver of any fine provided for in this Section shall not be construed as a waiver of the violation or Company's obligation to remedy the violation.
- B. **Multiple Violations.** Except for violations of requirements regarding health and safety and vendor access infraction, fines for which shall accrue immediately and without notice upon violation, all other fines shall be assessed as follows:

For the first and second violation of a requirement during any twelve (12)-month rolling year, the Authority will provide notice to Company to correct the violation within the time specified in the notice.

For the third and subsequent violations of the same requirement during any twelve (12)-month rolling year commencing upon the first notice of violation, the fine shall be immediately assessed with no grace period.

Further, after two (2) violations of the same requirement within any twelve (12)-month rolling year, Authority reserves the right, in its sole discretion, to deem the repeated violations a breach of Contract and to seek any other remedies available to it under this Contract including, but not limited to, termination.

### Performance Standard Fines

#### Infraction Fee Schedule

Operational Deficiencies \$100 per day until corrected to Authority satisfaction

Late Reporting

Other Operational or Contractual Infractions

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## 8.D Complaints

All Customer complaints referred to Company by Authority must be responded to by Company within 72 hours of notice. A written copy of Company's response shall be delivered to Authority within the 72-hour period.

## 9. NON-DISCRIMINATION

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

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

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits

discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company’s programs (70 Fed. Reg. at 74087 to 74100); and

Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- C. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company’s obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. In the event of Company’s non-compliance with the non-discrimination provisions of

this Contract, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Contract until Company complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.

- F. Company will include the provisions of Paragraphs A through E above, in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
- G. Company assures that, in the performance of its obligations under this Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

## 10. DEFAULT, REMEDIES, AND TERMINATION RIGHTS

### 10.A 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.
- 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, or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) days of receipt by Company of Authority written notice to cease said business or acts.
- C. The divestiture of Company's estate herein by operation of law, by dissolution, or by

liquidation, not including a merger or sale of assets.

D. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.

E. Company's violation of Florida Statute Section 287.133, concerning criminal activity on contracts with public entities.

### **10.B 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:

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

Declare this Contract to be terminated, ended, null and void.

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

### **10.C Company's Remedies**

This Contract may be terminated by the Company, with or without cause, if Company is not in default of any material terms of this Contract or in the payment of any fees owed to the

Authority under this Contract, upon 30 days written notice to the Authority. In the event such notice of termination is given, the termination of this Contract will be effective 30 calendar days from the date of the notice or such date set forth in the notice of termination if greater than 30 days.

#### **10.D Continuing Responsibilities of Company**

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder (if any) and for all preceding breaches 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 (if any) until termination of this Contract.

### **11. AIRPORT CONCESSION DISADVANTAGED BUSINESS**

#### **11.A Authority Policy**

Authority is committed to a policy and program for the participation of Airport Concession Disadvantaged Business Enterprises (ACDBEs) in concession-related contracting opportunities in accordance with 49 CFR Part 23, as set forth in the Authority ACDBE Policy and Program, incorporated herein by reference (ACDBE Program). In advancing the Authority ACDBE Program, Company agrees to ensure that ACDBEs, as defined in 49 CFR Part 23 and the Authority ACDBE Program, have a fair opportunity to participate in the performance of this Contract. Company will take all necessary and reasonable steps in accordance therewith to ensure that ACDBEs are encouraged to compete for and perform subcontracts under this Contract.

#### **11.B Non-Discrimination and Assurance Requirements**

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 49 CFR Part 23 in the award and administration of agreements. 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.

This Contract is subject to the requirements of the U. S. Department of Transportation's regulations 49 CFR Part 23. 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 concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent concessions agreement or contract covered by 49 CFR Part 23 that it enters and cause those

businesses to similarly include the statements in further.

Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, doesn't hereby covenant and agree, (1) that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Company will fully comply with the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964) as amended from time to time.

In the event of breach of any of the above nondiscrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Authority will have the right to terminate this Contract and to re-enter as if said Contract had never been made or issued. The provision will not be effective until the procedures of Title 49 CFR part 21 are followed and completed, including exercise or expiration of appeal rights.

### **11.C ACDBE Participation and Compliance**

ACDBE Goal. No specific goal for ACDBE participation has been established for this Contract. Company will make a good faith effort, in accordance with Authority's ACDBE Program, throughout the Term of this Contract, to contract with ACDBE firms certified under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Contract.

ACDBE Termination and Substitution. Company will not terminate an ACDBE for convenience without Authority prior written consent. If an ACDBE is terminated by Company with Authority consent or, if an ACDBE fails to complete its work on this Contract for any reason, Company must make good faith efforts, in accordance with the requirements of 49 CFR Part 23.25(e) (1) (iii) and (iv), to find another ACDBE to substitute for the original ACDBE to provide the same amount of ACDBE participation.

Monitoring. Authority will monitor the compliance and 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 ACDBE participants, and other records pertaining to the ACDBE participation plan, which Company will maintain for a minimum of three (3) years following the termination of this Contract. The extent of ACDBE 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 ACDBE 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.

## **12. QUALITY ASSURANCE**



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

### 13. INDEMNIFICATION

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

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), 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; and/or
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights

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

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, liens, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from:

1. The presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness,

intentional wrongful conduct, activities, or operations;

3. Any breach of the terms of this Contract;

4. Performance, non-performance or purported performance of this Contract;

5. Violation of any law, regulation, rule or ordinance; and/or

6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights

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

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

D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

E. 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 Company, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

F. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it

constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Company, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

H. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.

I. If the above Articles A - H or any part of Articles A – H are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

J. This Article will not apply to the extent any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, are caused in whole or in part by the negligence or willful misconduct of Authority, its members, officers, agents, employees, or volunteers.

LIMITATION OF LIABILITY: EXCEPT FOR LIABILITY ARISING FROM A PARTY'S NEGLIGENCE, WILLFUL MISCONDUCT, INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS OF ANY PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, OR LOSS OR INACCURACY OF DATA OF ANY KIND, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THE COMPANY'S TOTAL CUMULATIVE LIABILITY OF EACH AND EVERY KIND UNDER THIS AGREEMENT WILL NOT EXCEED \$1,000,000. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES WILL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER CONTRACTS.

## 14. 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, Professional Liability and Cyber Liability & Data Storage will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees are included as additional insureds.

#### **14.A Required Coverage - Minimum Limits**

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements.

#### **14.B Commercial General Liability Insurance**

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

General Aggregate	\$1,000,000
Each Claim	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

#### **14.C Workers' Compensation and Employer's Liability Insurance**

The minimum limits of insurance are:

Part One: "Statutory"

Part Two:

Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

#### **14.D 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



internet content and media;

Cyber-Extortion coverage, including negotiation and payment of ransomware demands and other losses from “ransomware” attacks resulting from the Services provided by Company to the Authority. Coverage extends to those payments made via traditional currencies, as well as non-traditional crypto-currencies such as Bitcoin;

First and Third-party Business Interruption and Dependent Business Interruption Coverage resulting from a security breach and/or system failure;

Data Breach Response Coverage, including coverage for notifying affected parties, setting up call center services, provision of credit monitoring services, identity theft protection services, computer forensic expenses, conduct, data reconstruction, legal expenses, and public relations expenses resulting from a breach of Network Security or other Privacy breach involving personally identifiable information and personal health information; and

No exclusion for Cyber Terrorism coverage.

The minimum limits of liability shall be:

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

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

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

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

#### **14.F Technology Professional Liability/Errors and Omissions Insurance**

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

The minimum limits of Technology Professional Liability/Errors and Omissions insurance

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

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

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

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

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

#### **14.G Waiver of Subrogation**

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

#### **14.H Incident Notification**

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

#### **14.I Customer Claims, Issues, or Complaints**

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

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

the Authority could be held liable for injury or damages.

#### 14.J Conditions of Acceptance

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

### 15. DATA SECURITY

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

Company and its employees, vendors, subcontractors, and sub-consultants will adhere to and abide by industry standard security measures 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.

Data Jurisdiction: The Company shall identify all data centers where the data at rest or data backup will reside. All data centers will be guaranteed to reside within the United States.

No Surreptitious Code: Company warrants that, to the best of its knowledge, the Application is free of and does not contain any code or mechanism that collects personal information other than as described in Company's Privacy Notice or asserts control of the system. Company further warrants that it will not knowingly introduce, via any means, spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, or other code or mechanism designed to permit unauthorized access to the Authority data, or which may restrict the Authority access to or use of Company data.

Data Ownership: The Authority solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all Authority data. Company has and acquires no right, title or interest, whether express or implied, in and to Authority data. Company solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all Company data. The Authority has and acquires no right, title or



interest, whether express or implied, in and to Company data.

## 16. DISPUTE RESOLUTION

### 16.A 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 twenty (20) 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 twenty (20) 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 time(s) set forth in this Contract.
- F. The making of final payment for this Contract may constitute a waiver of all claims by Authority except those arising from:
  - 1. Claims, security interests or encumbrances arising out of this Contract and unsettled;
  - 2. Failure of the work to comply with the requirements of this Contract;
  - 3. Terms of special warranties required by this Contract; and
  - 4. Latent defects.

### 16.B Resolution of Claims and Disputes

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

waived in writing by Authority.

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

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

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

If Authority decides that the work related to such claim should proceed regardless of Authority disposition of such claim, Authority will issue to Company a written directive to proceed. Company will proceed as reasonably 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 (if time permits and neither party will be prejudiced), 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.

## 17. WAIVER OF CLAIMS

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

being carried out.

## 18. CONTRACT MADE IN FLORIDA

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

## 19. 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

OR

(HAND DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY

TAMPA INTERNATIONAL AIRPORT

5411 SKYCENTER DRIVE

SUITE 500

TAMPA, FLORIDA 33607-1470

ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:

PORTIER, LLC

Tampa International Airport  
Web Ordering Application

ATTN: LEGAL  
1209 ORANGE STREET  
WILMINGTON, DE 19801

COPY TO:

UBER TECHNOLOGIES, INC.

ATTN: LEGAL DEPARTMENT

1515 3<sup>RD</sup> STREET

SAN FRANCISCO, CA 94158

AND

EMAIL TO VENUES-LEADS-GROUP@UBER.COM

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.

The Parties agree that all legal documents (including complaints and subpoenas) directed to Company will be served on Company's registered agent for service of process, with a copy addressed to the Uber legal team at Uber's then-current headquarters address.

## 20. RIGHT TO DEVELOP AIRPORT

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

## 21. 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.

## 22. SUBORDINATION TO TRUST AGREEMENT

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

## 23. ASSIGNMENT AND SUBCONTRACTING

Company will not assign, subcontract, sublease, or license this Contract without the prior written consent of Authority, which shall not be unreasonably withheld. 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.

Company's agreements with Concessionaires shall not be subject to this Article.

## 24. BADGING AND SECURITY REQUIREMENTS

All of Company's personnel who work at the Airport must apply for and be issued a proper security identification badge prior to beginning work at the Airport. Company shall be responsible for ensuring personnel, vendor and contractor compliance with all security rules, regulations and procedures including, but not limited to, those issued by the FAA, TSA, and Authority. The rules, regulations and procedures of the FAA, TSA and Authority regarding security matters may be modified during the Term and Company shall be required to comply with all modifications. Company shall pay all costs associated with obtaining the required security identification badge and security clearances for its personnel, including, but not limited

to, the costs of training and badging as established by Authority.

Authority will fine Company for each security identification badge that is lost, stolen, unaccounted for or not returned to Authority at the time of security identification badge expiration, employee termination, termination of this Contract, or upon written request by Authority. This fine will be due within fifteen (15) days from the date of invoice. The fine is subject to change without notice, and Company will be responsible for paying any increase in the fine.

If any of Company's personnel is terminated or leaves Company's employment, Authority must be notified immediately, and the security identification badge must be returned to Authority promptly.

Company's personnel who are issued security identification badges shall only utilize such badges and access rights in connection with the operation of Company's business as outlined herein. Company's personnel shall be informed by Company in writing of this requirement and a violation of such shall be a basis for the termination of a person's employment if that person violates such restrictions. The Parties acknowledge that Company personnel do not work at the Airport; therefore, this provision only applies to the extent applicable and to the extent that such personnel, vendors and contractors are working at the Airport pursuant to this Contract.

## **25. EMPLOYEE PARKING**

Nothing in this Contract shall be deemed to require Authority to provide parking to Company's personnel. Authority may provide parking accommodations to Company's personnel in common with employees of other Concessionaires and users of the Airport subject to the payment of reasonable charges therefor as may be established from time to time by Authority. In such event, Company's personnel shall be required to park within the designated areas.

## **26. APPLICABLE LAW AND VENUE**

This Contract will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Contract will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

Company hereby waives any claim against 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 hereof, 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.

## **27. CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW**

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

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

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

Upon receipt of a public records request for records relating to Company, Authority will email a copy of such request to Company at [regulatory@uber.com](mailto:regulatory@uber.com). If Company does not object in writing within five (5) business days, Company will have waived any objection and Authority may release the requested records as public records without liability. If Company objects, but Authority determines nonetheless that it must disclose such records in accordance with Florida Public Records laws, Authority will provide Company with written notice five (5) business days prior to the proposed disclosure.

In the event of any litigation brought by Company to enjoin the release of any records relating to Company, Authority agrees that it will allow the court to decide whether release is proper based upon the showings presented by Company and the requester. In addition to any indemnification obligations set forth elsewhere in this Contract, Company shall intervene in any suit brought by a third party and indemnify Authority from and against any and all claims, actions, suits, demands, damages, obligations, liabilities, losses, judgements, costs and expenses including but not limited to attorneys' fees and expenses, court costs and all other costs incurred in litigation, settlement negotiation, trial, appeal or otherwise, arising out of or related to an action against Authority related to the release or non-release of Company records pursuant to a public records request. Should Authority choose to engage its own counsel to

represent it in such a suit, Authority will be responsible for any attorneys' fees, costs and expenses incurred by such counsel in the suit.

## **28. SCRUTINIZED COMPANIES**

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

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

## **29. 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.

## **30. TIME IS OF THE ESSENCE**

Time is of the essence of this Contract.

## **31. NON-DISCLOSURE**

All written and oral information and materials (Information) disclosed or provided by Authority to Company under this Contract will not be disclosed by Company, whether or not provided before or after the date of this Contract.

The Information will remain the exclusive property of Authority and will only be used by Company for purposes permitted under this Contract. Company will not use the Information for any purpose which might be directly or indirectly detrimental to Authority or any of its affiliates or subsidiaries.

Company will prevent the unauthorized use, disclosure, dissemination or publication of the Information. Company agrees that it will cause its employees and representatives who have access to the Information to comply with these provisions and Company will be responsible for



the acts and omissions of its employees and representatives with respect to the Information.

Company agrees that any disclosure of the Information by Company's employees and/or representatives will be deemed a breach of this Contract. Company agrees that in the event of any breach or threatened breach by Company of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.

The non-disclosure obligation imposed on Company under this Contract will survive the expiration or termination, as the case may be, of this Contract and the obligation will last indefinitely.

### **Personal Data.**

Authority agrees to use, disclose, store, retain or otherwise process Personal Data (to the extent it receives any) solely for the purpose of fulfilling this Contract. Authority will maintain the accuracy and integrity of any Personal Data provided by Company and in the Authority's possession, custody or control. Authority agrees to retain Personal Data provided to the Authority by Company solely by using the software and tools provided by Company.

### **Feedback.**

Authority may, but is not obligated to, provide or otherwise make available to Company or its Affiliates certain feedback, suggestions, comments, ideas, or other concepts relating to Company's and its Affiliate's products and services, including but not limited to, the Promotion Tool(s) and Ads Manager tool ("Feedback"). However, to the extent that Authority provides or otherwise makes available Feedback to Company or its Affiliates, Authority hereby grants to Company and its Affiliates a worldwide, perpetual, irrevocable, transferable, sub-licenseable, royalty-free license to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such Feedback in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Uber's business, and on third-party sites and services), without further notice to or consent from Authority, and without the requirement of payment to Authority or any other person or entity.

### **Personal Data sharing required by law.**

Where Company is required by codes, laws, legislation, licenses, orders (including court orders), ordinances, rules, regulations, or any other requirement imposed by a government authority to share certain Personal Data with the Authority, Company will share only that Personal Data with the Authority as required by the applicable codes, laws, legislation, licenses, orders (including court orders), ordinances, rules, regulations, or any other requirement imposed by a government authority (e.g. laws related to the sale of alcohol Items). Should the Authority receive any Personal Data pursuant to this section, the Authority agrees to use, disclose, store, retain or otherwise process that Personal Data solely for the purposes of complying with the applicable codes, laws, legislation, licenses, orders (including court orders), ordinances, rules,

regulations, or other requirement imposed by a government authority.

### **Compliance with Applicable Privacy and Data Protection Laws.**

Authority represents and warrants that it will comply with all applicable privacy and data protection laws and regulations and the terms of this Section, with respect to all Personal Data it receives from Company pursuant to this Contract.

## **32. WAIVERS**

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 Contract 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 payment of 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 or relinquishment thereof or acquiescence therein. No notice by Authority will be required to restore or revive time as being 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 no one of them will be exclusive of the other or exclusive of any remedies provided by law, 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.

## **33. TENANCY**

The undersigned representative of Company and Authority each hereby warrants and certifies to the other party that it 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.

## **34. RADON GAS NOTIFICATION**

In accordance with requirements of the State of Florida, the following notification statement will be included in all agreements relating to rental of real property. This is provided for

information purposes only.

**RADON GAS:** Radon is naturally occurring radio-active gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

### **35. 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.

### **36. FAA APPROVAL**

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

### **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 thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the State or Federal courts located in Hillsborough County, Florida, and waives any and all obligation and protest thereto,

any laws to the contrary notwithstanding.

## 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.

## 39. SEVERABILITY

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

## 40. 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 Company. If for any reason there is a conflict between content and headings, the content will control.

## 41. SIGNATURES

### 41.A Signature of Parties

It is an express condition of this Contract that it will not be complete or effective until signed by Authority and by Company.

### 41.B Counterparts

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.

## 42. PUBLIC ENTITY CRIME

Company attests compliance with Florida Statute Section 287.133, concerning Public Entity

Crimes.

#### **43. 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.

#### **44. HAZARDOUS SUBSTANCES AND OSHA COMPLIANCE**

- A. No goods, merchandise or material will be kept or stored by Company at the Airport which are explosive or hazardous; and no offensive or dangerous trade, business or occupation will be carried on therein or thereon. Nothing will be done in the performance of this Contract which will increase the rate of or suspend any insurance policy or coverage of Authority.
- B. Company assures that all materials, equipment, and all other items used in the performance of this Contract are in compliance with Occupational Safety and Health Administration (OSHA).

#### **45. MISCELLANEOUS**

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

#### **46. ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT**

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contract 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.

## 47. ORDER OF PRECEDENCE

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

## 48. CONTRACT CHANGES

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

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

### 48.A Claim for Payment

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

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

### 48.B Right to Carry Out the Services

If Company defaults or neglects to carry out the Services in accordance with the Contract Documents and fails within a seven-day period after receipt of written Notice from Authority to begin and prosecute correction of such default or neglect with diligence and promptness, Authority may, without prejudice to other remedies Authority may have, correct such deficiencies at its own expense. Authority may request reimbursement for any expenses which

are pre-approved by the Company in writing.

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

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

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

Address: PO Box 22287  
Tampa, FL 33622

Address: PO Box 22287  
Tampa, FL 33622

**LEGAL FORM APPROVED:**

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

BY: \_\_\_\_\_  
David Scott Knight, Assistant General Counsel

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

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online authorization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by Gary Harrod, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

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

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification  
Type of Identification Produced



PORTIER, LLC DBA UBER EATS

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

PORTIER, LLC DBA UBER EATS

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as

(Name of person)

\_\_\_\_\_, for \_\_\_\_\_.  
(type of authority) (name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced

## EXHIBIT A

### SCOPE OF SERVICES

This Scope of Services details the type of Services and deliverables that may be requested by Authority from Company. Company agrees to provide the Services and deliverables required under this Contract and as specifically described in this Scope of Services. The Parties may agree to expand, reduce, modify, or add Services and deliverables. Upon completion of any expansion, reduction, modification or addition in the Services and deliverables, such changes will be included in the Contract by letter from Authority by the Vice President of Concessions and Commercial Parking to Company and without the need for formal amendment to this Contract.

#### APPLICATION

This section details the system requirements for the Airport Experience within the Application to be utilized by Concessionaires at the Airport. The Application will allow Customers to order food, drinks, retail items, etc. for pick up at various places throughout the Airport. Full payment from the Customer is due at the time of ordering, taken through the Application, and orders may be subject to a refund (partial or full).

#### 1.01 General

- A. The Application will conform to the latest version of the following references codes, regulations, and standards, as applicable:
  - 1. Federal Communications Commission (FCC) 47 CRF Part 15 and 90.
  - 2. Payment Card Industry Data Security Standard (PCI DSS) current version.
  - 3. Applicable Federal, State and Local Laws, Regulation, and Codes.
  - 4. National Electrical Code (NEC).
  - 5. Electronic Industry Association ANSI/EIA.
  - 6. National Electrical Manufacturers Association (NEMA).
  - 7. Underwriters Laboratories UL 294, U 639, UL 1037, UL 1076.
  - 8. National Fire Protection Association (NFPA).
  
- B. The Application will provide an easy to use, First Class Customer experience for online ordering from Concessionaires.
  
- C. The Application will be compatible with modern supported web browsers (including Safari and Chrome) and optimized for mobile devices. If a downloadable application is available, the application will be free for download on iOS and Android platforms. The Application will be responsive and work for various device types as maintained by Company (e.g. tablets provided to the Concessionaires by the Company).
  
- D. Future System Expansion
  - 1. The Application will be readily upgradable, scalable, and modular in design to accommodate features and functionalities including, but not limited to, the following:

- a. Additional web-based ordering subscriptions (e.g. Uber One) and products.
- b. Open application programming interfaces (API) to interface with additional third-party applications, provided that third-party applications are compatible with the Airport Experience and mutually agreed upon.
- c. Software upgrades without the need to replace field devices.

E. Application or App

1. Company grants Authority a non-exclusive, non-transferable ability to access and use the Application, including the Airport Experience. The Authority acknowledges that in order for a Concessionaire to make Items available for sale with the Airport Experience within the Application, the Company may require the Concessionaire to agree to a Merchant Agreement with applicable terms and conditions (e.g. pick-up sales channel terms). The Authority agrees to support efforts to encourage Concessionaires to timely sign and execute a Merchant Agreement.
2. The Airport Experience can be used by Customers, which may include Authority employees and Concessionaires and is not assignable by Authority.
3. The Airport Experience within the Application will include all applicable support, updates, upgrades, future releases, or added functionality of the Application developed or enhanced by Company for the duration of the Authority's use of the Application. For clarity, if there are updates within the Application, Customers within the geo-fence of the Airport Experience will be able to update the Application in the same way as they would be able to do so when outside of the geo-fence of the Airport Experience.
4. Authority reserves the right to leverage universal upgrades or enhancements within the Airport Experience at no additional cost to Authority.
5. The Application must be compliant with the current PCI DSS.
6. Application will alert Customer of order status changes in real time via in-app and push notification or SMS.
7. The Company will remit payment to the Concessionaire within 14 days, unless a different amount of time is agreed upon between the Concessionaires and the Company in the applicable Merchant Agreement.
8. Application will allow for real time menu management by Concessionaire and Authority, unless the Concessionaire is POS integrated and provided that the Authority has access to the Concessionaires Eats Manager Account.
9. Application will process the majority of eligible refunds to the Customer within 5 days. There may be exceptional cases which require minimally longer processing times.
10. Application will provide for real-time:
  - a. Transaction data; and
  - b. Order status.
11. The terms and conditions of the Uber Privacy Notice (currently located at <https://privacy.uber.com/policy>), will apply to Company's collection, use and processing of Personal Information.
12. For the avoidance of doubt, EACH PARTY ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THIS Contract and Scope of Services. Any

development activities relating to any technology, content, media or other intellectual property must be the subject of a separate agreement between Company or its Affiliates and Authority prior to the commencement of any such activities. Furthermore, Company or its Affiliates own and shall retain all rights, title and interest in and to their Intellectual Property, and nothing in the Contract or this Scope of Services shall be deemed to grant any license or rights to the Authority, other than the right to access set forth in Section VIII.B (Operational Standards) of the Contract.

13. "Intellectual Property" shall mean all worldwide rights in and to intellectual property, including, without limitation rights to inventions, trade secrets, know-how, technology, research tools, software, improvements and rights of authorship and attribution, whether or not protected by patents or copyrights, and including, without limitation, patent applications, patents, trade secret rights, copyrights, trademarks, and other exclusive or non-exclusive rights pertaining to intellectual property owned or controlled by a party. Company or its Affiliates' Intellectual Property includes the Company's Marks, Tools, Application and Airport Experience. The Authority's Intellectual Property includes, but is not limited to, the Authority's Marks.

## 1.02 Company's Responsibilities

### A. Company will:

1. Provide participating Concessionaires with the self-serve ability to build menus into their location within the Application, including sales tax, featured items, and images.
2. Work with Authority to develop materials for signage, promotional cards, and social media. Production of any such materials would be at the cost of the Authority.
3. Have the ability to run promotional campaigns to targeted audiences (Airport Employees, Airport Customers, Customers by Airside, etc.).
4. Before launch, in collaboration with participating Concessionaires, confirm hours of operation, contact details per location, establish preparation time, and establish pickup procedures or tools.
5. Coordinate with participating Concessionaires to enable Airport Employees to receive employee discounts independently offered by Concessionaires, if any, when orders are placed by Airport Employees through the Application.
6. Implement a testing process for pickup of orders. Concepts pertaining to the Airport Experience will not go-live on the Application until approval is given by the Authority.
7. Oversee the entirety of operations with respect to the Airport Experience, including hiring and training of Company's employees.
8. Maintain relationships with Authority and Concessionaires' representatives.
9. Have the ability to see live orders as the orders enter the Application and monitor the order progress as the order is accepted and prepared.
10. Have the ability to cancel and refund orders.
11. Have a full view of Customer contact information in order to provide for proactive customer support;
12. Provide support for Customer service issue resolution as outlined in in Exhibit E as may be

amended by Company from time to time.

13. See new orders as they are received and accept orders based on the proximity of pickup; and
14. Move orders through a workflow within the Application to indicate order status (i.e., picked-up, completed, refunded, etc.).

### **1.03 Customer Service**

- A. All Customer support issues will be directed to Company's Customer support channels via phone, email, or within the Application for resolution.
- B. Company must provide Customer support and service desk contact information to Concessionaires and Authority. Concessionaires will be provided a phone number for live order support. Authority will be provided a phone number with escalation contact information.
- C. Company will coordinate with the appropriate Concessionaire's contact(s) for any Customer support issues within 3 business days.

### **1.04 Customer Support**

- A. Company will maintain an offsite operations staff that will include both Customer support staff and technical support.
- B. Offsite Customer support can handle post-order Customer issues.
- C. Technical support will provide systems support and deal with technical issues.
- D. Customer support contact information will be provided to the Customer in the Application and through a link within email receipts.

### **1.05 Reporting Requirements**

At a minimum, the following reports are required:

- A. On a monthly basis, Company shall provide the Authority with a Monthly Sales Report as described in Article VI of the Contract, except that the items listed as available through the Eats Manager (or its functional equivalent) may be made available through the Eats Manager (or its functional equivalent) instead.
  1. In addition to the Monthly Sales Report, and upon request by the Authority, Company shall provide Authority with a detailed report of all transactions, including but not limited to the following information:
    - a. Location (available through Eats Manager)
    - b. Number of orders per location (available through Eats Manager)
    - c. Gross Receipts per location (available through Eats Manager)
    - d. Average sales transaction amount (available through Eats Manager)
    - e. Daily count and Gross Receipts for pick-up by location(available through Eats Manager))
    - f. Customer sales vs. Airport Employee sales. Customers who are Airport Employees may be determined by whether the Customer used an Airport Employee discount and/or applicable promo code.
    - g. Orders by Airside Terminal

- h. Orders by Concessionaire
  - i. Orders by hour (available through Eats Manager)
  - j. Self Serve Promo (available through Eats Manager)
  - k. List of any Customer complaints (available through Eats Manager)
  - l. Other aggregated and anonymized reporting information relating to the Airport Experience, as requested by the Authority, which Company can provide in compliance with applicable laws and Company's Privacy Notice.
- B. Dashboard(s). The Authority and Concessionaires shall have access to dashboards within the Application, provided that the Concessionaires have agreed to provide Authority with such access.

### **1.06 Branding**

- A. Application will have the capability for custom branding within the "welcome screen" within the Airport Experience, which will populate for Customers when they open the Application inside the Airport.
- B. Company's logo within the Airport page within the Airport Experience will not dominate Authority's branding or logo.
- C. Authority will design branding, in accordance with Company's design specifications, and provide to Company for implementation.

### **1.07 Incident Support and Resolution Targets**

- A. Incident Support  
Company will:
  - 1. Be the owner of incidents arising out of use of the Airport Experience within the Application, responsible for ensuring that all incidents are recorded and managed to resolution.
  - 2. Provide appropriate resources to deal with Customer-impacting issues to ensure timely resolution.
  - 3. Monitor the handling of incidents, initiating escalation actions as required.
  
- B. Incident Management  
Company will:
  - 1. Log and categorize reported incidents.
  - 2. Track each incident through to resolution.
  - 3. Provide status updates to Customer.
  - 4. Engage appropriate incident resolution resources.
  - 5. Escalate to appropriate impact level, as required.
  - 6. Identify known errors or repetitive incidents, providing a work-around as needed.
  - 7. Follow-up for status on actions to be taken.
  - 8. Verify resolution and closure of incident to Customer's reasonable satisfaction.
  - 9. Initiate Customer communications and escalations during impact incidents.
  - 10. Close-out each incident and document incident resolution.
  
- C. Resolution Targets

Company will provide incident support to Customer and updates to Authority, with resolution targets in a manner consistent with the support it provides to Customers who order Items from other Merchants.

Note: Customer support is available 24/7 through email ([restaurants@uber.com](mailto:restaurants@uber.com)) and phone is 1-833-ASK-EATS. The escalation team can be reached via [eats-prioritySupport@uber.com](mailto:eats-prioritySupport@uber.com), which may be updated by Company from time to time with notice to the Authority.

- D. Company will review and identify Root Causes of incidents within 5 business days of all critical incidents.

## 1.08 Implementation Timeline

Upon execution of Contract, Company will assign a dedicated project manager to implement the launch process for a go-live date of December 30, 2022. The proposed Implementation Timeline is provided as Exhibit F, Implementation Plan.

## 1.09 Payment and Audit

- A. The Services will be fully certified with current version of the PCI DSS as documented via a valid Letter of Attestation completed by a QSA annually.
- B. The Company will prepare and submit to the Authority an Annual Attestation of Compliance.
- C. All bankcard payments will be processed in a manner that is PCI compliant as determined by a QSA.
- D. The Application will provide online real-time authorization for bankcard payments.
- E. The Application will accept multiple domestic credit cards including, but not limited to:
  1. American Express
  2. Discover
  3. MasterCard
  4. Visa
- F. The Application will allow for end-to-end tracking of payments without heavy manual intervention such as:
  1. Auto-generated unique payment reference ID.
  2. Exact transaction date and time.
  3. Payment method.
  4. Value of the payment or the refund.
  5. Whether it was a payment or a refund.
  6. Associated order the payment was linked to.
  7. Last four (4) digits of the card used to make the payment, if applicable.
  8. Reference held by the payment service provider linked to the payment.
  9. User that initiated the payment/refund if it was initiated via the call center system.
  10. Order change details, dates, increase/decrease in fees.
  11. Date, time, user ID of manual changes to order.
- G. The Application will keep a log of system administrator functions including:

1. Date
2. Time
3. User ID
4. Description

### **1.10 Maintenance and Support**

- A. During the Term of this Contract, Company shall:
1. Make available normal software improvement releases (updates) for the Application when they become available at no additional cost to the Authority.
  2. Provide all software patches and updates free of charge.
  3. Provide release notes in the app stores for the Application which may describe:
    - a. Proposed date and time of implementation.
    - b. Detailed description of what the patch/update accomplishes.
    - c. Security fixes, features and/or enhancements.
  4. Coordinate the testing and implementation of all patches, upgrades and updates with the Authority and/or Concessionaires. Database and application software maintenance will be performed remotely.
  5. Provide corrective patches and upgrades in the event security vulnerability or system availability issues are discovered, at no additional cost to Authority.
  6. Provide remote technical support of Application.
  7. Provide on-site technical support as both Parties mutually agree is required.
  8. Perform all PCI-DSS requirements over systems in-scope for PCI including, but not limited to, required reporting, network maintenance, security scans and penetration tests.
  9. Provide features within the Application which allow Concessionaires to complete changes such as, but not limited to, menu additions, and price changes.
  10. Provide features within the Application which allow Concessionaires to complete changes such as product photos within 2 business days (more time may be provided if approvals are required).
  11. Provide software development (if mutually agreed upon in writing) through execution of a Work Order using Hourly Service Rates as specified in this Contract.
  12. Provide software modifications to correct all defects in the Application arising from installation of any modification provided by Company. No hours or charges will be incurred by Authority for this corrective work. Notwithstanding, the Parties agree that POS integrations are the sole responsibility of the Concessionaire and/or POS integrator if issues arise from the integration which are not solely caused by Company.

### **1.11 Performance Metrics**

Company and Authority agree that Services shall be provided in a competent, professional, effective, and efficient manner to ensure First Class service. The Authority will use the following metrics to evaluate the viability and success of the Services at the Airport:



- A. Application tech reliability – ability to view and monitor any maintenance/outages.
  - 1. If uptime falls below 99.9%, the Parties agree that the Authority’s sole remedy is to terminate the Contract in accordance with the terms and conditions of the Contract.
- B. Order ratings – ratings that are satisfactory and unsatisfactory shared with the Authority through a data analytics platform.
  - 1. Company must provide to Authority all Customer-submitted order ratings.
- C. Company must provide to Authority a count of successful upsell/feature items.

## 1.12 Equipment

- A. Company will provide participating Concessionaires with a tablet and wireless bluetooth printer (unless they are POS integrated and therefore do not require such equipment), including all required peripherals and accessories, funded by the Authority as a Reimbursable Expense as defined in Section VI.D, Reimbursable Expenses of the Contract, to manage generated orders, including but not limited to:
  - Accepting or declining incoming generated orders
  - Updating order status
  - View pending scheduled orders
  - Refund the charge for an order
  - View daily order history
- B. Company will coordinate with Authority and Concessionaires to select locations for tablets/printers, installation, and testing.
- C. Any upgrades to equipment required throughout the Term of this Contract will require approval by the Authority.
- D. Any upgrades to equipment required throughout the Term of this Contract will be funded by the Authority as a Reimbursable Expense.
- E. Company is responsible for maintaining all equipment throughout the Term of this Contract.
- F. Company is responsible for providing and ensuring that software updates are completed in a timely manner on all equipment utilized to provide Services.
- G. Company is responsible for furnishing spare devices as well as providing remote technical support and onsite break/fix/swap support.
- H. Company may make available loaner equipment from its stock inventory, at no charge to Authority, should equipment need to be shipped out for repair or replacement.
- I. Equipment impacting Customer processing must be shipped within one business day at no cost to the Authority.
- J. When whole unit end of life is reached and manufacturer or Company and Authority deem a unit un-repairable, Authority is responsible for expenses related to replacement of whole unit.

### 1.13 Installation and Testing

- A. Company will provide all services required to test the Application including the following:
1. Submit the Application test plan for all test phases including:
    - a) Functional pre-production testing;
    - b) Production testing – soft rollout;
    - c) Production testing –full rollout; and
    - d) User acceptance testing.
  2. Review Authority test procedures specific to Application for the following:
    - a) Customer Experience.
    - b) Administration.
    - c) Branding.
    - d) Reports.
  3. Participate in tests, onsite if necessary, with the Authority and/or its representatives and submit test results within three (3) business days of performing the tests.
  4. Maintain a punch list of open items from project start to user acceptance test (UAT).
  5. The UAT will begin after successful completion of all Application tests on a date mutually selected and agreed to in writing by the Authority and the Company at a time designated by the Authority. The UAT monitors system performance of the entire system operating as a single unit. The Company will submit a UAT test document as part of their test plan. UAT test documents are intended to outline procedures for monitoring the overall performance of the Application and will not include test procedures for individual components. The UAT test documents will include:
    - a) Narrative describing the general procedures to be followed.
    - b) Methodology for calculation of downtime and accuracy for the various Application components.
    - c) Electronic tracking document to be used during the UAT period for documenting failures and downtime.
  6. The UAT will continue for thirty (30) consecutive twenty-four (24)-hour periods during which all the performance criteria stated below will be met. If during such thirty (30) day period the Application fails to meet any one of the following performance criteria, the UAT will begin anew on a day agreed upon by the Authority and the Company. Any travel and/or labor costs incurred by the Authority as a result of retesting the Application, Company will agree to credit the Authority from its total agreeable amount.
  7. The performance criteria for successful completion of the UAT will include:
    - a) No individual subsystem will be operationally unavailable for four or more hours cumulative during the 30 day test period.
    - b) No individual subsystem will be operationally unavailable for more than two consecutive hours.
    - c) If any single component fails more than once during the 30 day period for the same reason, it will be replaced upon the second failure with a newly manufactured component of the same

type and the test will continue.

- d) No component of a given type will fail more than three times during the 30 day test period for the same reason. Upon the fourth failure, all components of that type will be replaced or modified to correct the common deficiency, and the test will be restarted from the beginning.
  8. Company will provide to the Authority a corrective action report that provides a detailed description of each failure that occurs during the UAT. The corrective action report will include the type of failure, why the failure occurred, what was done to remedy the failure, and whether or not the failure resulted in a restart of the UAT.
  9. If the system “crashes” during a test, then the test will be stopped. “Crash” is defined as a failure in which the Application cannot properly process orders or record transactions. The Company will analyze the cause of the system “crash,” document the cause in a system problem report, responsively repair the flaw, and document the repair in a corrective action report.
  10. Where corrective action impacts delivered documentation, the documentation will be corrected prior to final Application acceptance.
  11. Upon formal written approval of the corrective action report by the Authority, testing may continue if a problem has been encountered as long as the Company can clearly demonstrate that the failure is associated only with one function of the Application, corrective action has been taken to remedy the failure, and the corrective action will not impact other areas of the Application.
  12. Where the above criteria are not met, the test will be stopped and corrective action taken and verified prior to testing restart.
  13. During the test, the continued availability of the Application will be demonstrated. Where a failure occurs that causes data loss, Application instability (crash), and/or contamination of the data and the database, the Company shall immediately correct the problem. Testing will continue until a consecutive 30-day period of stable operation is achieved. Stability is defined as the proper functioning of the Application with a failure having no impact on the continued Application operation or on the integrity of data.
- B. Punch List
1. Starting with the beginning of the production test soft rollout through final Application acceptance, the Company will submit a document on a weekly basis showing the status of all outstanding system issues, regardless of severity, including the plan for resolution and estimated completion date.
  2. All deviations noted during acceptance testing shall be recorded on the punch list.
- C. Final System Acceptance
1. Final system acceptance will be submitted by the Authority, in writing to the Company, upon successful completion of all acceptance tests, and upon verification by the Authority of complete resolution of all outstanding items on the punch list.

## 1.17 Instruction and Training

- A. Issue training documents and complete onsite training with Authority and Concessionaire

representatives on the equipment operation, Application interaction, and procedures.

- B. Provide initial training to Authority and Concessionaire representatives, and then training monthly or bi-monthly on an as-needed basis.
- C. Provide participating Concessionaires with training on the reporting features and dashboards of Application as required/needed.
- D. By means of instructional training augmented by individual instruction as necessary, the Company will fully instruct Concessionaires designated staff and Authority designated staff in the operation, adjustment, and maintenance of all products and systems.
- E. Coordinate scheduling of instruction and training with Concessionaires and Authority to avoid conflicts and peak-period personnel demands. Submit a proposed instruction schedule and format, onsite or by remote technology, at a joint meeting conducted to use the equipment.
- F. Submit an outline of the instruction material and approximate duration of the testing session. Ample time will be allotted within each testing session for the Company to fully describe and demonstrate all aspects of the Application and allow Concessionaire and Authority personnel to have hands-on experience with the Application.
- G. Instruction to include actual “hands-on” experience. Onsite instruction to be set up in a room designated by the Authority. Provide one instructor for the duration of each instruction session.
- H. The instructor will speak fluent English in a clear and precise manner.
- I. The Company will provide all documentation required for instructing Concessionaire and Authority personnel. The Concessionaire and Authority retain the right to copy training materials as frequently as required for ongoing internal use only.
- J. The Concessionaire and Company will submit via email an electronic copy of the training materials per the submittal guidelines. The user’s training materials will be written in common English with appropriate photos, diagrams, and schematics to supplement the text.
- K. Training to be provided for all functionality, including but not limited to, the following categories, to the extent applicable:
  - 1. Administration:
    - a) Inventory.
    - b) Reporting.
    - c) Distribution.
    - d) Reference Data.
    - e) Pricing.
    - f) Promotions.
    - g) Customer emails.
    - h) Loyalty program.
  - 2. System Admin and Operations:
    - a) User Maintenance.

- b) System Reference Data.
  - c) Operations.
  - d) Operations Management.
3. Revenue Reconciliation and Reporting:
- a) Information available to reconcile web sales and refunds.

### **1.18 Administrative Requirements**

- A. Within thirty (30) days of Contract award, Company will submit the following information:
- 1. Project Plan.
  - 2. Project Schedule.
  - 3. Technical Approach.
  - 4. Training Plan.
  - 5. Testing Plan.
- B. Project Kick-Off Meeting: Conduct meeting after submitting documents listed above and attend the meeting, either in person or via remote technology as mutually agreed upon by Authority and Company, to review the submittals, meet Authority staff involved in the Application, and discuss next steps.
- C. Submit updates of the configuration documents, website development documents, and project schedule within five (5) business days of receiving updated information from the Authority.
- D. Meetings and Responsibilities
- 1. Weekly Meetings
    - a) Company will participate in meetings as requested by the Authority.
    - b)
  - 2. Onsite Meetings
    - a) The Authority may request Company to attend onsite meetings during the design phase for design reviews and configuration workshops, and complete Application testing.
    - b) The Company will prepare and distribute to attendees an agenda for each meeting until the Application is closed.
    - c) The Company will prepare and distribute to attendees meeting minutes as requested by the Authority until the Contract is expired and/or terminated.
    - d) The Company will prepare, maintain, and distribute an action items list until go-live is complete.
    - e) The Company will provide onsite assistance during the go-live to assist the Authority and Concessionaires with implementation.

### **1.19 Warranty of Services**

- A. Notwithstanding inspection and acceptance by the Authority or any provision concerning the conclusiveness thereof, Company warrants that all Services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract.

### **1.20 Additional Services**

The Authority may request additions or revisions to the Services which integrate with other Authority applications, including but not limited to, the online parking provider for the Authority or other marketplace type solutions where these products can be offered among other services and products. A Work Order for any Additional Services will be negotiated based on the approved Hourly Service Rates and executed by both Parties.

## **2.0 Authority's Responsibilities**

Authority will:

2.01 Support Company requesting Concessionaires and 100% of each Concessionaire's locations at the Airport to:

- A. participate in the mobile ordering program by signing the Merchant Agreement;
- B. place signage designating where the pickup location can be found by Customers;
- C. support integration with Company's API if the Concessionaire requires POS integration, which will be the responsibility of the Concessionaire to fund;
- D. work collaboratively with Company to implement an advertising campaign designed to (i) drive awareness to Customers (including Airport Employees) about the Apps, and (ii) drive conversion to place orders through the Apps, with a shared interest at driving incremental sales (both incremental orders and larger basket sizes); and (iii) clearly designate to Customers where they should pick up their order at each Concessionaire location; and

2.02 Authority will:

- A. collaborate with Company as needed to approach the franchisors of the Concessionaires in order to obtain any necessary approvals needed by the Concessionaires (operating as the franchisees, licensed store operators, etc.) for their locations in the Airport to participate in the Airport Experience;
- B. provide Company with information (e.g. reporting about average basket size of orders of each location made outside of the Apps) about Concessionaires as requested by Company (such reporting must not contain any Personal Data); and
- C. provide Company sixty (60) days notice prior to releasing any solicitation for similar Services.

**EXHIBIT B**

**FEES**

Contract Year	Quantity	Monthly Fee	Extended Fee
Year 1	12	\$5,000	\$60,000
Year 2	12	\$5,000	\$60,000
Year 3	12	\$5,000	\$60,000
Renewal Options	Quantity	Monthly Fee	Extended Fee
Year 1	12	\$5,500	\$66,000
Year 2	12	\$5,500	\$66,000
<b>Total Recurring Costs Web Ordering Application: \$312,000</b>			

**HOURLY SERVICE FEES**

Hourly Service Rates will range from \$200-\$600 per hour depending on personnel, characteristics, and complexity of the project described in the Work Order. All Work Orders will be mutually agreed upon between the Authority and Company.



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

**EXHIBIT C**  
**Scrutinized Company Certification**

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.4725, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of any amount.

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

Company:		
Address:		
City:	State:	Zip Code:
Phone:	Email:	
Federal ID Number:		

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

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

_____ Signature	_____ Title
_____ Printed Name	_____ Date



Exhibit D, Sample Work Order

Work Order – Professional Services  
Hillsborough County Aviation Authority  
Web Ordering Application  
Portier, LLC dba Uber Eats

1. Work Order No.:

2. Project Title:

3. Authorization for Payment

Purchase Order No.:  **OR**  Purchasing Card Number provided

**NOTE:** The Purchase Order number must be entered above or Purchasing Card number provided to Company prior to signing this Work Order and prior to beginning work.

4. Contract Amount Summary

Contract Not-To-Exceed Amount		\$
Total of Previous Work Order(s)	-	\$
Subtotal		\$
Amount of this Work Order	-	\$
Remaining Contract Amount		\$

5. Project Information

A. Project Purpose:

B. Project Description:

C. Project Scope of Work and Deliverables:

D. Project Number:

6. Schedule and Costs

A. Project Schedule/Timeline

*Clearly outline the deliverables and the time it will take to complete each deliverable.*

Task Number	Deliverable	Due Date
1.		
2.		
3.		

4.		
5.		

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

Expenditure <i>&lt;insert applicable terms&gt;</i>	Totals
Service Cost	
Hourly Rate <i>&lt;insert job classification&gt;</i>	\$
Number of hours to complete project	x
Total Service Cost	\$
Reimbursable Costs (as applicable)	
Data	\$
Printing	\$
Travel*	\$
Other:	\$
Other:	\$
Total Projected Reimbursable Cost	\$
<b>Total Projected Project Cost (Service Cost and Reimbursable Costs)</b>	<b>\$</b>

*\*All travel related expenses must be in accordance with Authority Policy P412, Travel and Business Development Expenses.*

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

7. Payment  
*<insert applicable method of payment based on project length and/or milestones or deliverables>*

*<Projects one month and less>*

Payment will be made in full upon completion of the project by Company and acceptance by Authority.

OR

*<Projects 30 to 90 days>*

*Payment will be made in three installments of 25% of the total amount due at 30 days from commencement of services, 25% of the total amount due at 60 days from commencement of services, and the final 50% due upon full completion and acceptance of all deliverables by Authority.*

OR

*Payment will occur monthly based on time logs and hours completed each month*

OR

*<Projects exceeding 90 days>*

*Payment will be made in four equal installments at the 25%, 50% and 75% completion milestones with the final installment to be paid upon full completion and acceptance of all deliverables by Authority.*

OR

*Payment will occur monthly based on time logs and hours completed each month*

---

**Company acknowledges the acceptance of this Work Order and has received a Purchase Order number.**

Company:

Date:

Authorized Official:

Name:

Title:

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

---

**Hillsborough County Aviation Authority Approval of this Work Order**

Department: Concessions and Commercial Parking

Date:

Name:

Title:

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

**cc: Central Records  
Procurement Agent**

EXHIBIT E  
ORDER ERROR GUIDE

This Exhibit E may be updated from time to time with notice to the Authority and portions of this Exhibit E may not pertain to Services provided in the Airport Experience.

EXHIBIT E  
ORDER ERROR GUIDE

This Exhibit E may be updated from time to time with notice to the Authority and portions of this Exhibit E may not pertain to Services provided in the Airport Experience.



Uber **Eats**

# Your guide to **order errors**

We want to make it right, even if the order isn't,  
and help protect your restaurant from fraud.

# When things go wrong, we want to make it right

We strive to provide you and your customers with superior service and support while ensuring that all parties involved are treated fairly.

## Order error adjustments

Customers are looking to get a convenient meal, restaurants are doing their best to fulfill orders with delicious food, and delivery people are busy on the road safely making deliveries. *Usually, it all goes right.* But when it doesn't, a happy order becomes a sad order—fast.

That's why we have support procedures in place to resolve customer issues on your behalf—fairly and efficiently. Sometimes, this means issuing refunds to customers who have had bad experiences. In these instances, you may be held responsible for those refunds in the form of **order error adjustments** made to your payouts.

This guide will walk you through the robust measures we have in place to help protect you from fraud and factors outside of your control, and to transparently outline our policies so you understand when you might be held responsible.

# FAQ for restaurants

## What are order error adjustments?

Order error adjustments are the eligible customer refund costs that are deducted from payouts for circumstances within restaurants' control, and after fraud checks.

[Learn more](#)

## How am I protected from potential fraud?

We take fraudulent behavior seriously and have filters in place to monitor both customer and delivery person behavior—we will not make adjustments on suspicious refunds.

[Learn more](#)

## What are the eligible refund types I may be responsible for?

Eligible refund types for adjustments include incorrect or missing items (*including partial items*), incorrect orders, and undelivered orders (*only when using your own delivery staff*).

[Learn more](#)

## How are order error adjustments calculated?

Order error adjustments include the food sales price for the item, including tax/VAT. Restaurants are NOT responsible for delivery fees or bag fees.

[Learn more](#)

## What do examples of order error adjustments look like?

We've included examples that break down order error adjustments for: a partial missing item, an incorrect item, and an entirely incorrect or undelivered order.

[Learn more](#)

## Where will I see order error adjustments?

Order error adjustments are accessible in downloadable CSV files from the Reports tab of your Restaurant Manager as well as in the Payments tab.

[Learn more](#)

## How can I minimize order errors to prevent adjustments?

We've gathered some best practices from restaurants on how to minimize the errors that could potentially lead to customer refunds and adjustments.

[Learn more](#)

## What if I disagree with an order error adjustment?

If you feel an adjustment was made in error, you can submit cases within 30 days for review by our Support team. Dispute decisions are handled on a case-by-case basis.

[Learn more](#)



# What are order error adjustments?

**Order error adjustments are the customer refund costs that are deducted from restaurant payouts to cover order errors.**

## Orders with Uber Eats

Most orders placed on Uber Eats go off without a hitch thanks to our restaurant partners, delivery people, and customers.

## Orders with errors reported

A small portion of orders have errors reported by the customer, the delivery person, or the restaurant partner.

## Customer may be compensated

We resolve customer errors fairly and on your behalf, sometimes issuing Uber credits\* or providing refunds.

*REFUND*

*UBER CREDIT\**

## Restaurant may be charged

Some refund costs may be passed to restaurants after fraud review and removing cases with extenuating circumstances.

# How am I protected from fraud?

**Order error adjustments never include refunds for customers or delivery people who are flagged for potential fraud—we apply fraud filters for all support channels (self-serve, chat, email, and phone).**



## Protecting against customer fraud

### Excessive refund request rates

We track customer refund history and block customers who abuse our refund policy—which varies from region to region—from submitting these claims.

### Photo evidence required

In many cases, we require photos to be submitted as evidence before making a refund decision.

### Escalation circumstances

We escalate cases to a trained team for investigation and review before making refund decisions in the following circumstances:

- Refund requests not filed in a reasonable time frame
- Refund requests for high-value orders
- Refund requests for orders with alcohol items
- Refund requests for first-time customers



## Protecting against delivery person fraud

### Minimum satisfaction ratings

We enforce minimum delivery person satisfaction ratings from both customers and restaurants—if a delivery person has low satisfaction rates, they will be removed from the platform.

### Excessive missing item rates

Delivery people who have a significant number of missing item reports associated with their deliveries are automatically flagged in our systems. Restaurants are not charged for any refunds associated with deliveries from these delivery people.

# What refund types may I be responsible for?

**Order error adjustments are limited to customer refund types for issues within restaurants' control—related to order accuracy.**

*\*Policy is subject to change*



## When customer refunds are given, restaurants are responsible for:

<b>Missing items</b>	customer did not receive an item, or part of an item, that was ordered <b>Example:</b> customer orders 1x Burger Combo with Fries + Soda but does not receive the Fries in the combo meal
<b>Incorrect items</b>	customer received an item, or part of an item, that was not as ordered <b>Example:</b> customer orders 1x Choco Milkshake but receives a Vanilla Milkshake, or customer orders 1x Large Fries but receives a Small Fries
<b>Incorrect orders</b>	customer received incorrect order <i>unless delivery person had multiple orders at once, delivered in less than half the ETA, or delivered far from the drop off location</i> <b>Example:</b> customer orders 1x Cheese Pizza and 1x Salad, but receives a Pepperoni Pizza and a Sandwich
<b>Undelivered orders</b>	customer never received their order (i) <i>when using your own delivery staff</i> , (ii) <i>because your store was closed (but marked open on the app) and customer's order was not prepared</i> , (iii) <i>because your store had closed (despite you initially accepting the order) when the delivery person arrives within 30 minutes after menu closing time.</i>



## Even when customer refunds are given, restaurants are NOT responsible for:

<b>Late customer reports</b>	errors reported > 96 hours after order was placed
<b>Fraudulent activity</b>	errors on orders with possibly fraudulent customers or delivery people
<b>Undelivered orders</b>	customer never received order <i>unless using your own delivery staff</i>
<b>Suspicious deliveries</b>	customer received incorrect order where delivery person had multiple orders at once, delivered in less than half the ETA, or delivered far from the drop off location
<b>Late deliveries</b>	customer late delivery complaints
<b>Damaged orders</b>	customer damage complaints (e.g., tampered packaging, spilled liquids)
<b>Food condition</b>	customer poor food condition complaints (e.g., food arriving cold)
<b>Food quality</b>	customer food quality complaints (e.g., food taste or integrity)

# How are the order error adjustments calculated?

**Order error adjustments include the cost of food sales including tax/VAT at the time of order, but don't include other fees that may be refunded to the customer.**

*\*Policy is subject to change*



## Order error adjustments calculations:

As outlined below, the amount adjusted on your payout will range from a **portion up to the full cost** for the item(s) with errors at the time of the order, **including tax/VAT**. For **partially** missing or incorrect items—*often related to combo meal items that have an entree and side or drink included*—the **a la carte cost of the missing or incorrect portion** of the item will be adjusted from your pay.

<b>Missing item(s)</b>	Entire item(s) food sales + tax/VAT Partial item(s) food sales + tax/VAT ( <i>a la carte menu price</i> )
<b>Incorrect item(s)</b>	Entire item(s) food sales + tax/VAT Partial item(s) food sales + tax/VAT ( <i>a la carte menu price</i> )
<b>Incorrect orders</b>	Full order food sales + tax/VAT
<b>Undelivered orders</b>	Full order food sales + tax/VAT

Please note that we retain the **full Uber Service Fee** for the entire order.



## Fees you will NOT be charged for:

- You will NOT be responsible for any **delivery** or **bag fees** charged to the customer

# What do examples of order error adjustments look like?

Order error adjustments only include food sales and tax/VAT at the time of order, but do not include other fees that may be refunded to the customer.

## Incorrect/Undelivered Order

Order 0123A	
7/1/2020 7:32 PM	
<b>The customer reported this order as incorrect</b>	
1x Cheese Pizza	\$12.00
1x House Salad	\$6.00
Food Sales	\$18.00
Tax	\$1.53
Bag Fee	\$0.10
Uber Fee	(\$5.40)
<b>Order Error Adjustments</b>	<b>(\$19.53)</b>
<b>Net Payout</b>	<b>(\$5.30)</b>

Food Sales	$\$12 + \$6 = \$18$
Tax	$\$18 * 8.5\% = \$1.53$
Adjustment	$\$18 + \$1.53 = \$19.53$

Remember, we retain the full Uber Service Fee for the order and bag fee is not charged.

## Missing/Incorrect Item

Order 0123B	
7/1/2020 7:32 PM	
1x Cheese Pizza	\$12.00
1x Chocolate Milkshake	\$6.00
<b>The customer reported this item as incorrect</b>	
Food Sales	\$18.00
Tax	\$1.53
Bag Fee	\$0.10
Uber Fee	(\$5.40)
<b>Order Error Adjustments</b>	<b>(\$6.51)</b>
<b>Net Payout</b>	<b>\$7.72</b>

Food Sales	\$6
Tax	$\$6 * 8.5\% = \$0.51$
Adjustment	$\$6 + \$0.51 = \$6.51$

Adjustments only include tax for the individual item in error, not the entire order tax.

## Missing/Incorrect Partial Item

Order 0123C	
7/1/2020 7:32 PM	
1x Cheese Pizza	\$12.00
1x Burger combo w/ Soda	\$10.00
<b>The customer reported part of this item as missing</b>	
Food Sales	\$22.00
Tax	\$1.87
Bag Fee	\$0.10
Uber Fee	(\$6.60)
<b>Order Error Adjustments</b>	<b>(\$2.17)</b>
<b>Net Payout</b>	<b>\$15.20</b>

Food Sales	\$2
Tax	$\$2 * 8.5\% = \$0.17$
Adjustment	$\$2 + \$0.17 = \$2.17$

This assumes there was an a la carte price of \$2 for soda on the menu.

# Where will I see order error adjustments?

To make it easy for you and your team to stay up-to-date on this information, we include order error adjustment details in multiple places.



## Your downloadable Order Error reports

Just go to your Restaurant Manager portal and check the Reports tab to download the Order Errors (Transaction) report. This downloadable CSV file includes a row for each order error with detailed info such as issue type, item(s) in error, customer refund amount, restaurant charge amount, and amount covered by Uber.



## Your downloadable Payment CSV files

Also available in the Reports tab of your Restaurant Manager portal is the option to download the Payment Details report to reconcile payments. This downloadable CSV file includes a row for each order error adjustment, plus any associated tax.



## Your Restaurant Manager Payments tab

You can review the Payments tab of your Restaurant Manager portal to see if there are any adjustments listed. If any adjustments occurred, you'll see a red indicator box that says Order Error next to the relevant orders. By clicking into the order, you can see the reported error and the breakdown of your adjustment and net payout.



## Your weekly Payment Summary email

For your convenience, we email you a weekly Payment Summary, which includes a section that details order errors, explains what went wrong, and shows a timestamp of the order for your reference. Scroll to the bottom of your Payment Summary to view these details.

*\*Please note: a customer may not report the order error in the same week the order was fulfilled. In those cases, adjustments may be reflected in subsequent weeks.*

# How can I minimize order errors to prevent further adjustments?

**We recommend reviewing the following best practices to make sure orders are leaving your store 100% correctly to minimize order errors.**



Log in to your Restaurant Manager portal to **ensure that your menu is up to date** with the correct customizations and prices



Check off items on a **printed receipt** to confirm that the contents in the bag are accurate



Seal each order bag with **tamper-evident materials** when an order is complete



Write the **5-digit order number** on the bag for easy identification



If there are multiple bags in a single order, **number the bags** (“1 of 2” and then “2 of 2,” etc.)



Double-check during **handoff** that every bag gets picked up by the correct delivery person

# What if I disagree with an order error adjustment?

**We understand that sometimes there may be exceptional circumstances to consider, so please reach out to us if you think an adjustment is incorrect.**

## **We're always here for you**

While we're confident that our policies and principles for order errors are robust, we're always willing to review cases where you feel there may have been mistakes.

To dispute an order:

1. **Navigate to the Orders tab in [Uber Eats Manager](#)**
2. **Filter orders using the "Store refunded" option**
3. **Select an order you wish to dispute**
4. **Fill out the form and submit your request**
5. **To find and track your dispute requests filter to the "Refund disputed" tag**

For more detailed steps [click here](#)

Please note: Order error adjustment disputes must be submitted within 30 days\* of the order date. You can track dispute progress from the Order Page in UEM. Only admin and manager level users are permitted to submit disputes. Disputes will be evaluated on a case-by-case basis, and we cannot guarantee reversals in every situation.

As always, our support team is here for you should you need additional assistance with order error adjustments: [t.uber.com/refundhelp](https://t.uber.com/refundhelp)



