MEDICAL SERVICES AREA

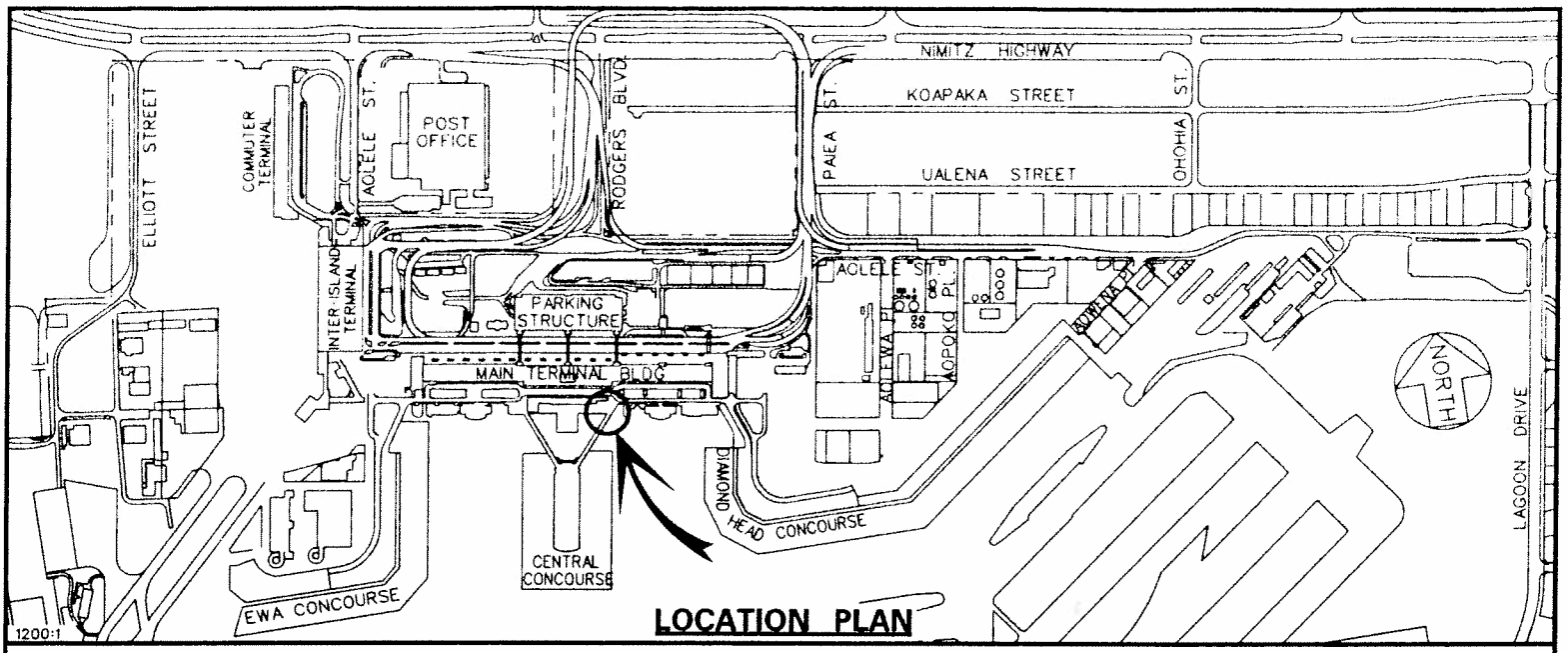
RENTAL AND ESTIMATES MATRIX

RFP No. E01741-08

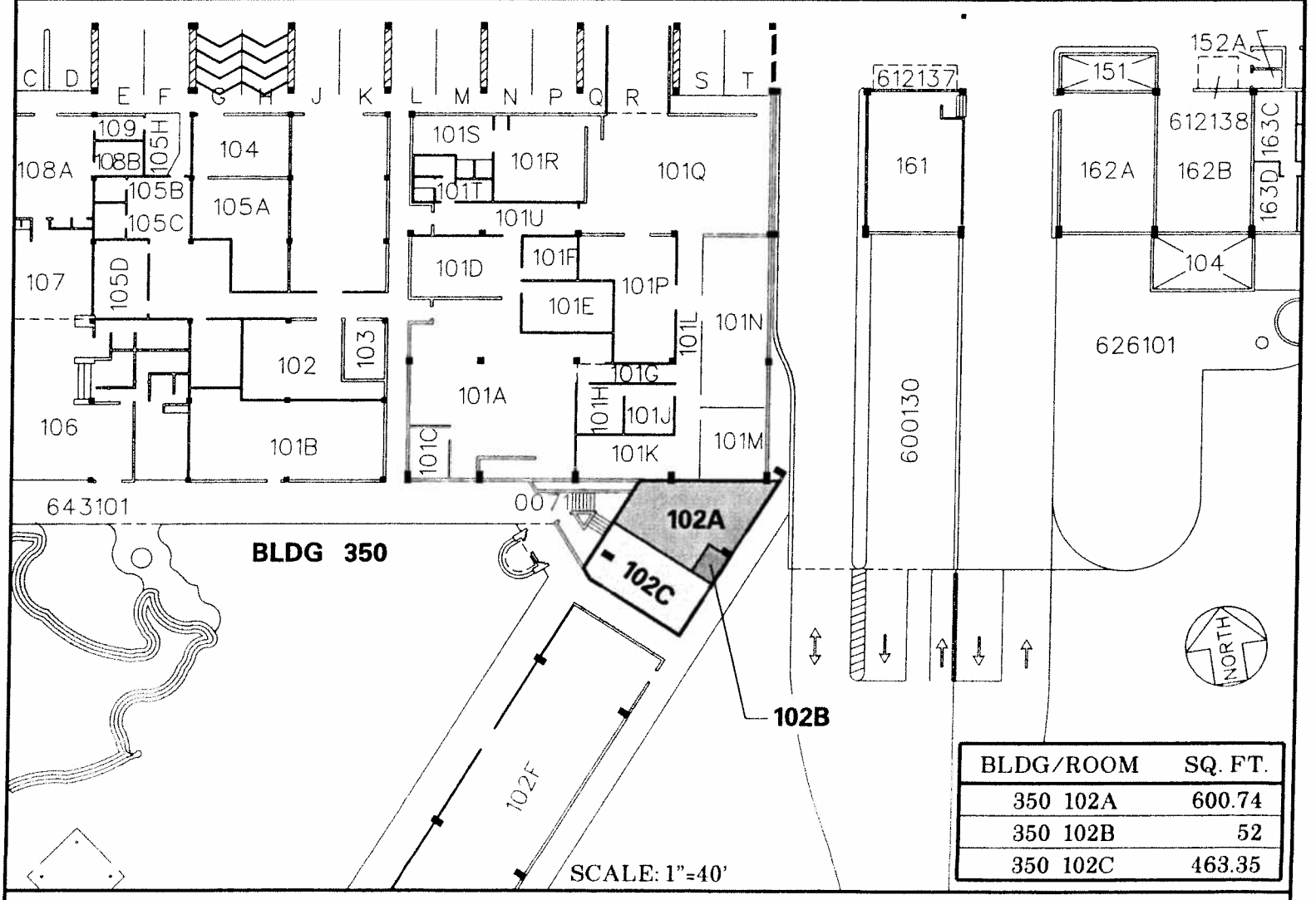
ATTACHMENT J

RFP No. EO1741-07
Furnishing/Delivering Emergency Medical
Services at Honolulu International Airport
Medical Services Area Rental & Estimates

Building No. 350	Office Space Sq. Ft.	Office Rental Rate $40.00 psfpy	Rent Annual Charge	Air Conditioning $3.00 psfpy	Air Annual Charge	Electricity $1.80 psfpy	Electric Annual Charge	Monthly Space Payment	Monthly Air Payment	Monthly Electrical Payment	Total Monthly Space/Utilities Payment
Room 102A	600.74	$40.00	$24,029.60	$3.00	$1,802.22	$1.80	$1,081.33	$2,002.47	$150.19	$90.11	$2,242.77
Room 102B	52.00	$40.00	$2,080.00	$3.00	$156.00	$1.80	$93.60	$173.33	$13.00	$7.80	$194.13
Room 102C	463.35	$40.00	$18,534.00	$3.00	$1,390.05	$1.80	$834.03	$1,544.50	$115.84	$69.50	$1,729.84
Totals	1,116.09		$44,643.60		$3,348.27		$2,008.96	$3,720.30	$279.03	$167.41	$4,166.74



LOCATION PLAN



BLDG/ROOM	SQ. FT.
350 102A	600.74
350 102B	52
350 102C	463.35

DATE: OCTOBER 2006 EXHIBIT: **A**

Airports Division	EMERGENCY MEDICAL SERVICES	BUILDING 350 CENTRAL CONCOURSE GROUND LEVEL	350102A 350102B 350102C PLAT B1

HONOLULU INTERNATIONAL AIRPORT

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STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

REVOCABLE PERMIT NO. _____

THIS AGREEMENT, made this _____ day of _____, 20__, by and between the STATE OF HAWAII, acting by and through the Department of Transportation, Airports Division, hereinafter called "DEPARTMENT", hereby grants to the PERMITTEE hereinafter named permission to use and occupy the following described premises at the following named AIRPORT for the purpose(s) hereinafter specified; and the PERMITTEE agrees to pay the rental hereinafter specified and to perform all other obligations imposed upon it in the terms and conditions hereof.

1. **PERMITTEE:**

2. **ADDRESS:**

3. **AIRPORT:** **HONOLULU INTERNATIONAL**

4. **PREMISES AS SHOWN ON ATTACHED EXHIBIT:**

   Building 350, Central Concourse, Ground Level, Space No. 102A, containing an area of approximately 600.74 square feet; Space No. 102B, containing an area of approximately 52.00 square feet; and Space No. 102C, containing an area of approximately 463.35 square feet.

5. **PURPOSE(S):** Emergency Medical Services under RFP No. EO1741-07

6. **RENTAL:**

Monthly Rental	$ 3,720.30	
Air Conditioning	$ 279.03	
Electricity	$ 167.41	
Total Monthly Rental		$ 4,166.74

7. **SECURITY DEPOSIT:** $12,500.22

8. **EFFECTIVE DATE OF PERMIT:**

9. **HOLD OVER TENANCY:** $ 138.89

10. **SPECIAL TERMS AND CONDITIONS AS INDICATED HEREON SPECIFIED AS ATTACHED HERETO:**

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first hereinabove indicated.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

By_____
Its Deputy Director

PERMITTEE:

By_____

Title: _____

TERMS AND CONDITIONS

1. Term. This Permit is granted on a month-to-month basis only, for a period not to exceed one year from the effective date hereof. Any renewal of this permit shall be on a month-to-month basis for a period not to exceed one year. Notice of renewal need not be reduced to writing, it being agreed that such renewal shall be automatic unless a party hereto shall give the other party ten (10) days' notice of its intention not to renew or unless the Board of Land and Natural Resources shall fail to approve the renewal.

2. Termination. This Permit may be terminated by either party without cause upon thirty (30) days' advance written notice.

3. Change in Rent. The DEPARTMENT reserves the right to increase or decrease the monthly rental at any time upon thirty (30) days' advance written notice.

4. Payment of Rent. Without notice or demand, the PERMITTEE shall pay, at the Fiscal Office of the Airports Division, Department of Transportation, Honolulu, Hawaii, or at the Airport District Manager's office of the above named AIRPORT, the sum hereinbefore set forth upon the execution of this Permit and on the first (1st) day of each and every month thereafter during the remainder of the life of this Permit or until it is terminated or revoked as provided herein.

5. Interest; Service Charge. Without prejudice to any other remedy available to the DEPARTMENT, PERMITTEE agrees without further notice or demand, as follows: (a) to pay interest at the rate of twelve percent (12%) per annum on all delinquent payments; (b) that the term "delinquent payments" as used herein means any payment of rent, fees, service charges, or other charges payable by PERMITTEE to DEPARTMENT, which are not paid when due.

6. Acceptance of Rent not a Waiver. The acceptance of rent by the DEPARTMENT shall not constitute a waiver of any breach by the PERMITTEE of any of the terms and conditions, upon which this Permit is granted and to which the PERMITTEE agrees, nor of the DEPARTMENT's right to terminate or revoke this Permit. Failure by the DEPARTMENT to insist upon strict performance thereof by the PERMITTEE, or to exercise any option herein reserved, shall not be construed as a waiver or as a relinquishment of any of its rights under this Permit.

7. Security Deposit. The PERMITTEE, upon execution of this Permit, shall deposit with the DEPARTMENT in legal tender or in such other form acceptable to the DEPARTMENT in the amount hereinbefore set forth as security that it will perform faithfully all the terms and conditions of this Permit. The said deposit will be returned without interest to the PERMITTEE within a reasonable time after the termination of this Permit only if the PERMITTEE has faithfully performed said terms and conditions to the satisfaction of the DEPARTMENT. In the event the PERMITTEE does not so perform, then the DEPARTMENT shall keep all of the said sum as compensation for the damages resulting from the PERMITTEE's breach of contract, and the DEPARTMENT's retention of all the said deposit shall not prevent the DEPARTMENT from recovering any damages not compensated thereby.

8. Cost of Collection. The PERMITTEE shall pay any and all court costs, including attorney's fees, incurred by the DEPARTMENT in collecting rents, penalties, interest, fees or other charges due and payable by the PERMITTEE under this Permit or in removing the PERMITTEE and/or the improvements or additions, constructed or installed by it, from the Premises, where necessary, or in recovering any damages or loss caused by the PERMITTEE's breach of any of the terms and conditions under this Permit.

9. Equal Treatment. The PERMITTEE will furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and will charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the PERMITTEE may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

10. Repairs. The PERMITTEE shall at its own expense keep and maintain the Premises in a condition similar to that which existed on the effective date of this Permit, ordinary wear and tear and damage by acts of God excepted.

11. Waste, Strip and Nuisance, and Maintenance. The PERMITTEE shall not make, permit or suffer any waste, strip, nuisance or any other unlawful, improper or offensive use of the Premises. The PERMITTEE shall, at all times and at its own expense keep the Premises clean, neat, safe and orderly, free of waste, rubbish and debris and shall provide for the safe and sanitary handling and disposal of all trash, garbage and other refuse from its activities on the Premises.

12. Utilities and Other Charges. The PERMITTEE shall be responsible for and pay all charges for water, electricity, telephone and other utilities, and all charges for sewer, garbage and trash disposal. Where any of such services are provided by the DEPARTMENT at the request of the PERMITTEE, the PERMITTEE shall pay the DEPARTMENT's charges therefor.

13. Property Taxes. The PERMITTEE will pay all taxes including real property taxes, imposts and assessments required under the laws of all governing authorities, in relations to the use and occupancy of the Premises and the conduct of its activities thereon.

14. Commercial General Liability Insurance. The PERMITTEE shall, at its own expense, effect, maintain and keep in force throughout the life of this Permit, a Commercial General Comprehensive Public Liability Insurance policy or policies with a combined single limit coverage of at least $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and damage to property per occurrence. The specification of limits as contained herein shall not be construed in any way to be a limitation on the amount of liability of the PERMITTEE under this Permit. Such insurance policy shall (a) be issued by an insurance company or surety company authorized to do business in the State of Hawaii or approved in writing by the DEPARTMENT; (b) name the State of Hawaii as an additional insured; (c) provide that the DEPARTMENT shall be notified at least thirty (30) days prior to any termination, cancellation or material change in its insurance coverage; and (d) cover all injuries, losses or damages arising from, growing out of or caused by any acts or omissions of the PERMITTEE, its officers, agents, employees, invitees or licensees in connection with the PERMITTEE's use or occupancy of the Premises. The PERMITTEE shall furnish to the DEPARTMENT upon execution of this Permit and prior to occupancy of the Premises, a certificate showing such insurance policy to have been issued to the PERMITTEE and to be then in force, and shall furnish a like certificate upon each renewal thereof.

15. Fire Insurance. The PERMITTEE shall procure immediately and keep in force with respect to the Premises a fire insurance policy for real property improvements in the amount determined by the DEPARTMENT whenever it is deemed necessary and specified in the special terms and conditions.

16. PERMITTEE's Prior Inspection. The PERMITTEE warrants that it has inspected the Premises and all improvements thereon, knows the conditions thereof and fully assumes all risks incidental to the use and enjoyment thereof.

17. Indemnity. The PERMITTEE shall at all times with respect to the Premises use due care for public safety and shall defend, hold harmless and indemnify the DEPARTMENT, its officers, agents, and employees from and against all claims, or demand for damages, including claims for property damage, personal injury or death, (a) arising on the Premises, or caused by any fire or explosion thereon; or (b) arising from, growing out of , or caused by any act or omission on the part of the PERMITTEE, its officers, agents, employees, invitees or licensees, in connection with the PERMITTEE's use or occupancy of the Premises.

18. Surrender and Restoration. The PERMITTEE shall, prior to the termination or revocation of this Permit, restore, at its own cost and risk, the Premises to a condition similar to that which existed prior to the effective date of this Permit, reasonable and ordinary wear and tear and damage by acts of God excepted, and peacefully surrender possession thereof to the DEPARTMENT. In the event the PERMITTEE fails to effectuate such restoration of the Premises, the DEPARTMENT reserves the right to accomplish same by its own employees or by an independent contractor and assess the PERMITTEE and total costs thereof. The DEPARTMENT is not required to furnish replacement facilities or relocation assistance to the PERMITTEE.

19. Transferability. This Permit and the Premises or any part thereof inclusive of any and all rights or obligations accruing or arising under it shall not be sold, transferred, assigned, leased, mortgaged or otherwise alienated or encumbered in any manner whatsoever.

20. Improvements, Alterations or Additions. No substantial improvement, alteration or addition of a structural nature shall be made, installed or constructed on, under or within the Premises by the PERMITTEE unless it first submits plans and specifications therefor to the DEPARTMENT for its approval and unless said plans and specifications are in fact approved in writing by the DEPARTMENT. Such plans and specifications shall not be submitted unless they are in full compliance with all applicable statutes and rules and regulations. The DEPARTMENT may impose reasonable conditions on its approval.

Any improvements, alterations or additions shall be constructed at the sole cost and risk of the PERMITTEE and the DEPARTMENT shall not be responsible for any damage to or injury to persons or property arising from the construction, maintenance or use of any such improvements, alterations or additions. Once installed or constructed, no improvements, alterations or additions shall be removed except in accordance with the terms and conditions of this Permit (paragraph 22 herein).

21. Removal of Fixtures and Equipment. The PERMITTEE shall have the right at its own expense to remove any and all fixtures and equipment installed by it on the Premises, provided that (a) PERMITTEE shall give five (5) days' prior written notice of its intention to remove such fixtures and equipment, (b) the removal shall be completed during the time PERMITTEE occupies the Premises and at a time PERMITTEE is current in the payment of rent and is in compliance with all other obligations under the Permit, (c) the Premises are restored by PERMITTEE to a condition similar to what existed immediately prior to the installation thereof, reasonable wear and tear excepted. The PERMITTEE's failure to give such written notice shall be deemed to be a waiver of the right of removal and shall constitute an abandonment of such fixtures and equipment.

22. Option to Require Removal of Improvements, Additions, Alterations, Fixtures and Equipment. The DEPARTMENT, with respect to any improvements, additions, alterations, fixtures and equipment or any portions thereof constructed or installed on the Premises by PERMITTEE, reserves the right upon giving written notice within twenty (20) days after the date of termination of this Permit, to require PERMITTEE to remove the same at PERMITTEE's cost and risk, such removal to be completed within thirty (30) days after receipt of such notice. PERMITTEE shall restore the Premises to condition similar to what existed immediately prior to the construction or installation. If PERMITTEE shall fail to effect such removal and restoration within the specified time, the DEPARTMENT may effect such removal and restore the Premises to a condition similar to what existed immediately prior to the construction or installation by its own employees or independent contractor and assess the cost of such removal, disposition, and restoration to PERMITTEE.

23. Entry by DEPARTMENT. The DEPARTMENT or its agents and employees may enter the Premises at all reasonable hours to inspect the Premises and determine if the PERMITTEE is complying with the terms and conditions of this permit or for any other proper purpose. The PERMITTEE shall not make any claim for damages or set off of rent or other charges by reason or on account of such entry.

24. Advertising Signs. The PERMITTEE may install and operate , at its own expense, such signs and advertising materials as shall be expressly approved by the DEPARTMENT as being of acceptable character on the basis of appearance, size, design, color, quality, number, location, content, and general conformity with the architectural character of the AIRPORT. Prior to the termination or revocation of this Permit, the PERMITTEE shall remove, obliterate or paint out any and all advertising signs, posters and similar devices placed by him on the Premises. If the PERMITTEE fails to carry out this requirement, the DEPARTMENT may perform such work as may be necessary and the PERMITTEE shall pay the costs thereof immediately upon demand by the DEPARTMENT.

25. Public Address System. The PERMITTEE shall permit the installation of the DEPARTMENT's public address system within the Premises and the reception within such Premises of public announcements, flight information and background music broadcast over such systems.

26. Hold Over Tenancy. If the PERMITTEE does not vacate the Premises upon the revocation or termination of the Permit, the PERMITTEE shall pay the DEPARTMENT hold over rent. The rent for each day, or part of a day, during which the PERMITTEE remains in possession will be the amount payable immediately prior to the revocation or termination of the Permit. During any hold over period, the PERMITTEE shall be deemed an illegal occupant and acceptance of such payment by the DEPARTMENT shall not constitute a waiver of any of the terms and conditions of this Permit and shall not preclude the DEPARTMENT from pursuing any other rights or remedies the DEPARTMENT may be entitled to pursue under this Permit, including but not limited to assuming possession of the Premises as provided in paragraph 20 above or bringing an ejectment action for the recovery of Premises, without first giving notice to quit or making a demand for possession.

27. Non-Discrimination. The PERMITTEE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Permit for a purpose involving the provision of similar services or benefits, the PERMITTEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the DEPARTMENT shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the DEPARTMENT and its assigns.

The PERMITTEE, for itself, its personal representatives, successor in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that : (1) no person on the grounds of race, creed, color, sex, national origin, or physical handicap shall be excluded for participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said 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, creed, color, sex, national origin or physical handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the PERMITTEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the DEPARTMENT shall have the right to terminate this permit and re-enter and repossess said land and the facilities thereon, and hold the same as if said Permit had never been made or issued.

28. Civil Rights Provision. The PERMITTEE assures that it will undertake an affirmative action program as required by Title 14 Code of Federal Regulations, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, sex, national origin, or physical handicap be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart. The PERMITTEE assures that it will require that its covered suborganizations provide assurances to the DEPARTMENT that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by Title 14 Code of Federal Regulations Part 152, Subpart E, to the same effect.

29. Interpretation. The use of any gender shall include all genders, the use of the singular shall include the plural and the use of the plural shall include the singular as the context may require.

30. Conflicting Terms and Conditions. Where an inconsistency exists between these printed terms and conditions and the special terms and conditions, the special terms and conditions shall govern.

31. Compliance with Laws. The PERMITTEE shall comply with all laws, ordinances and rules and regulations of all governmental agencies, applicable to the Premises or relating to and affecting any business or other commercial activity conducted on the Premises.

32. Breach of Revocable Permit or Terms and Conditions. Upon a breach of any of the aforementioned terms and conditions, including but not limited to PERMITTEE's failure to pay any rental, interest, fees or charges when due, DEPARTMENT may revoke this Permit upon five (5) business days' written notice of said breach and shall be entitled to regain possession of the Premises administratively, without court action.

33. Disputes and/or Questions. Any and all disputes and/or questions arising under this Permit shall be referred to the Director of Transportation and his determination of such disputes or questions shall be final and binding on the parties.