Memorandum

MIAMI-DADE COUNTY

Date: December 16, 2008

Agenda Item No. 14(A)(11)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Awarding Service Agreement to Transcore for the purchase and installation of readers required for SunPass® at MIA's Public Parking Facilities in the amount of $382,151.00

RECOMMENDATION

It is recommended that the Board approve the attached Service Agreement with TransCore, LP, for the purchase and installation of readers required for incorporation of SunPass® in the revenue-collection system of the public parking facilities at Miami International Airport (MIA). It is further recommended that the Board authorize the Mayor or the Mayor's designee to execute said agreement, and approve a waiver of competitive bid procedures in accordance with Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the Code of Miami-Dade County, as being in the best interest of the County.

SCOPE

Miami International Airport is located primarily within Commission District Six.

FISCAL IMPACT/FUNDING SOURCE

The source of funding for this Agreement is Miami-Dade Aviation Department (MDAD) Revenue Funds. The total contract amount is $382,151.00, which includes a ten percent (10%) contingency fee for coordination, testing with Florida Department of Transportation (FDOT), and an Inspector General Audit Account.

TRACK RECORD/MONITOR

TransCore is a current vendor with the County and has performed satisfactorily according to Commercial Operations Division Project Manager Ray Diaz, who will manage the contract.

COMPLIANCE DATA

There is no history of violations for this firm in the Small Business Development Department's database.

DELEGATED AUTHORITY

The authority of the Mayor/County Manager to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authority requested for this contract includes exercising any termination provisions therein.

BACKGROUND

The Board adopted Resolution No. R-210-08, approving MDAD to enter into an agreement with the Florida Turnpike Enterprise of the FDOT for incorporation of SunPass® technology into MIA's public parking facilities. Transcore is a sole-source equipment manufacturer of the radio frequency equipment deployed by FDOT for the SunPass technology. The County desires to upgrade and add to its existing automatic vehicle identification (AVI) parking system to provide interoperability with the local SunPass® transponder population. TransCore is being contracted to provide the AVI hardware and

installation/commissioning services. TransCore's responsibilities will be limited to providing equipment, equipment installation and commissioning services (at the lane level only) for the necessary equipment. Communications between the lane-level hardware and the host system is the responsibility of ACS Transportation Solution, Inc. A waiver of competitive bid procedures is requested because this is a proprietary system.

PROJECT:	Upgrades to Revenue Collection System for the Public Parking Facilities at MIA.
PROJECT LOCATION:	Miami International Airport
DESCRIPTION OF PROJECT:	The contractor shall provide, install, and test software and hardware upgrades (readers) required for the implementation of SunPass® as part of the revenue-collection system for the public parking facilities located at MIA.
AGREEMENT AMOUNT	$382,151.00 including the Inspector General (IG) Audit Account.
CONTRACT PERIOD:	One (1 year)
OPTION TO EXTEND:	None
REVIEW COMMITTEE DATE:	October 29, 2008
CONTRACT MEASURES:	None
COMPANY NAMES:	TransCore, LP
COMPANY PRINCIPALS:	TransCore is a unit of Roper Industries (NYSE: ROP).
PREVIOUS AGREEMENTS WITH THE COUNTY IN LAST FIVE (5) YEARS:	MDAD – On-Site Repair & Engineering Services for Automatic Vehicle Identification (AVI) June 2008 On-Call Task/Work-Order-Driven Agreement $100,000
LIVING WAGE:	No
USER AGENCY:	Miami-Dade Aviation Department

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: December 16, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 14(A)(11)

Please note any items checked.

/ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

✓ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(11)
12-16-08

RESOLUTION NO. _____

RESOLUTION APPROVING SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND TRANSCORE, LP, FOR AUTOMATIC VEHICLE IDENTIFICATION HARDWARE ACQUISITION, INSTALLATION, AND TESTING OF SERVICES FOR INTERFACE OF SUNPASS® EQUIPMENT AT MIAMI INTERNATIONAL AIRPORT, IN AN AMOUNT NOT TO EXCEED $382,151.00; AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE AGREEMENT; AUTHORIZING COUNTY MAYOR TO EXERCISE ALL OTHER RIGHTS INCLUDING TERMINATION PROVISIONS CONTAINED THEREIN; AND WAIVING COMPETITIVE BID PROCEDURES AND PROVISIONS CONTAINED IN SECTION 5.03(D) OF HOME RULE CHARTER, AND ADMINISTRATIVE ORDER NO. 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that the Board hereby authorizes: (i) execution of the Services Agreement between Miami-Dade County and TransCore, LP for the automatic vehicle identification hardware, acquisition, installation, and testing of services for the Sunpass® equipment at Miami International Airport in substantially the form attached hereto, with the exhibits on file with the Clerk of this Board, in an amount not to exceed $382,151 for a term of one (1) year, as more particularly set forth in the accompanying memorandum from the County Manager; (ii) the County Mayor or his designee to execute same, and to exercise or enforce any provision of the agreement, including the termination provisions therein; and (iii) waiver of the competitive bid provisions of Section 5.03(D) of the Home Rule Charter and Administrative Order No. 3-38 related to the procurement of goods and services.

The foregoing resolution was offered by Commissioner ,

who moved its adoption. The motion was seconded by Commissioner

and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of December, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David Stephen Hope

SERVICE AGREEMENT FOR THE AVI HARDWARE ACQUISITION, INSTALLATION, AND TESTING OF SERVICES FOR THE INTERFACE OF THE SUNPASS® EQUIPMENT AT MIA

made as of the _____ day of _____ in the year Two Thousand and Eight.

Between the County: **Miami-Dade County Florida**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns.

And the CONSULTANT: **Transcore, LP**
3414 Midcourt Road.
Suite 106
Carrollton, TX 75006

Which term shall include its officers, partners, employees, successors, legal representatives and assigns.

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Exhibit C – Proposed Project Timeline (Project Schedule)
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SERVICE AGREEMENT FOR THE AVI HARDWARE ACQUISITION, INSTALLATION, AND TESTING OF SERVICES FOR THE INTERFACE OF THE SUNPASS® EQUIPMENT AT MIA

This Service Agreement for automatic vehicle identification hardware acquisition, installation and software interfacing to enable the collection of parking fees from SunPass® transponder customers (the "Agreement") is made this _____ day of _____, 2008 by and between **MIAMI-DADE COUNTY** (the "County"), a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "Board"), and TransCore, LP (the "Contractor") (collectively, the "Parties").

WHEREAS, the County as owner and operator of the Miami International Airport ("MIA" or the "Airport") through its Miami-Dade Aviation Department ("MDAD" or the "Department"), is interested in upgrading the servers and supporting software for the SunPass® equipment at MIA; and

NOW THEREFORE, in consideration of the Agreement, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1 – DEFINITIONS

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The word "Airport" means the Miami International Airport.

b) The words "Airport System" mean Miami International Airport, and its general aviation airports, and two training airports.

c) The word "Board" means the Board of County Commissioners of Miami-Dade County, Florida.

d) The word "Code" means the Code of Miami-Dade County, Florida.

e) The words "Contract" or "Agreement" mean (i) all contract terms and conditions, (ii) Contractor's Proposal, and (iii) all other attachments and amendments issued hereto.

f) The word "Contractor" means the responder that receives an award of a contract from the County.

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g) The words "Contract Time" mean the number of days allowed for completion of the Work.

h) The word "County" means Miami-Dade County, a political subdivision of the State of Florida.

i) The word "Days" means calendar days.

j) The word "Department" means the Miami-Dade Aviation Department ("MDAD").

k) The word "Director" means the Director of the Miami-Dade Aviation Department or his/her designee.

l) The word "Deliverables" means all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

m) The words "Final Acceptance" mean the Certificate of Final Acceptance issued by the Project Manager, which certifies that all Work specified in this Agreement, including any additions or deletions authorized by Service Order and all punch list work, has passed all acceptance tests as specified in the Technical Specifications, and the County has taken title to all the hardware, and received the software licenses included in the work, in accordance with requirements of the Technical Specifications.

n) The words "Final Payment" mean the last payment to the Contractor, after final acceptance of the Work by the County.

o) The words "Notice to Proceed" ("NTP") mean the written communication issued by MDAD to the Contractor directing the Contractor to begin Work and establishing the date of commencement of the Work.

p) The words "Project Manager" mean the County person, assigned to oversee the project or his or her designee. The Project Manager's responsibilities are to coordinate and communicate with the Contractor and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement. All parties may rely on the instructions or determinations made by the Project Manager; provided, however, that such instructions and determinations do not change the Scope of Services or modify the terms and conditions of this Agreement. The County shall from time to time provide written notice to the Contractor designating the Project Manager.

q) The word "Proposal" means the Proposal of the Contractor, submitted to the County for the award of this Agreement to the Contractor.

r) The word "Report(s)" means all documentation concerning the Services offered by the Contractor concerning Contractor's performance in meeting the requirements of this Contract.

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s) The words "Scope of Services" mean all services, work, and actions by the Contractor performed pursuant to Article 3.0 of this Agreement.

t) The words "Service Order" mean a written order signed by the Director directing the Contractor to perform or modify the performance of such Services.

u) The word "Sub-Article" means the subarticle section contained in the Services Agreement.

v) The word "Subcontractor" means any person, firm, entity, or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Contractor.

w) The words "Technical Specifications" mean all the written directions, provisions and requirements contained herein, entitled "Technical Specifications," and any Service Order and Amendments that may be issued for the Agreement, all describing the work required to be performed, including detailed technical requirements as to labor, materials, supplies, equipment and standards to which such work is to be performed.

x) The words "Trust Agreement" mean the Amended and Restated Trust Agreement dated as of December 15, 2002, by and among Miami-Dade County, Florida, JPMorgan Chase Bank as Trustee, and Wachovia Bank, National Association as Co-Trustee.

y) The words "Work", "Services", "Program", "Project", or "Engagement" mean all matters, and things, required to be done by the Contractor in accordance with the provisions of this Agreement.

ARTICLE 2 – TERM

The term of this Agreement shall be for one (1) year and shall begin upon execution by the parties and shall be in effect until all Services performed by TransCore are completed and accepted.

ARTICLE 3 - SCOPE OF SERVICES

3.1 INTRODUCTION/BACKGROUND

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The scope of this project/procurement is to provide personnel, materials, tools, labor, new equipment, hardware, firmware, software (including any all required software licenses), and the design, development, delivery, configuration completion, installation, testing, commissioning, training, warranty as contained in **Exhibit A "Technical Specifications"**, necessary to implement the installation and replacement of the existing parking readers at MIA.

ARTICLE 4 - COMPENSATION

4.01 Compensation for Services and Reimbursable Expenses

Compensation for Services is subject to the procedures contained in **Exhibit B "Contractor Payment Schedule"** which may be amended by the Department. As compensation for the provision of Services and only if authorized by Department Services Order(s), the County shall pay the Contractor the fees specified in the Service Order(s) issued and in accordance with the Contractor's Proposal.

The County shall have no obligation to issue any Service Order(s). The total amount authorized for Services and reimbursable expenses is not to exceed **$381,197.00**, unless otherwise adjusted by the County. All invoices for services rendered on a time and materials basis must be accompanied by personnel time records satisfactory to the Department.

Reimbursable expenses incurred by the Contractor and Subcontractor shall be reimbursed upon prior written authorization from the Department, as part of such Service Order. Such payments to the Contractor shall be reimbursed without any Contractor or Subcontractor mark-up of the expenses, and must be approved by the Department. Disputed items will be presented to the Contractor in accordance with the Florida Prompt Payment Act.

The Department reserves the right to have the Contractor produce documentary support that said reimbursement is applicable to specific Work.

4.02 Invoices and Method of Payment

The Contractor shall submit, not more frequently than monthly, to the Project Manager one (1) original and two (2) copies of a duly certified invoice for payments due on account of the portion(s) of Services performed and eligible for payment under the terms of this Agreement. This invoice must be accompanied by (i) copy(ies) of applicable Service Order(s), (ii) documentation of personnel time, and (iii) original receipts for reimbursable expenses, as appropriate. The Contractor shall compare the actual year to date billings to the work plan and budget proposal. The Project Manager may request other supporting documentation reasonably required to support the processing of payments. All payments shall be governed by the

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provisions of the Florida Prompt Payment Act. All invoices submitted by the Contractor to the Department will also be subject to the procedures outlined in **Exhibit B "Contractor Payment Schedule".**

4.03 Accounting Records and Audit Provisions

The County reserves the right to audit the accounts and records of the Contractor supporting all payments for Services hereunder and all reimbursable expenses including, but not limited to, payroll records and federal tax returns. The County shall have unrestricted access to all of the Contractor's books and records that pertains to the Contractor's operation under this Agreement. In addition, the County shall have unrestricted right to audit, either by County staff or an audit firm chosen by the County. Such audit may take place during reasonable business hours for the period of the performance of this Agreement and for three (3) years after final payment under this Agreement. The Contractor shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with the Agreement. It is further agreed that said compensation provided for in this Agreement shall be adjusted to exclude any significant costs where the County determines that the payment for Services was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Contractor under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the County, whichever is later. The Contractor shall pay for all audit-related expenses where the audit findings aggregate to greater than or equal to three percent (3%) of the correct amount the County should have paid or been invoiced. The three percent (3%) audit-related expense threshold only applies to the amount(s) audited, and not all of the Contractor's billings. Any overpayment amount(s) discovered by audit shall be reimbursed to the County within fifteen (15) day of notice of the audit results to the Contractor.

4.04 Retainage

Except as provided hereafter, the County shall retain **five percent (5%)** of the value of such Work, until Final Acceptance. At Final Acceptance all retainage will be released with the Final Payment.

A. Early Release of, and Substitution of Securities for Retainage Amounts - The Contactor agrees (i) that no substitution of securities for retainage amounts will be permitted under this Agreement, and (ii) that no early release of retainage amounts shall be permitted under this Agreement, except for such release permitted pursuant to the terms of Section 702 of the Trust Agreement.

4.05 **Payment**

All invoices shall be paid Net 30 days from invoice date. Payment shall be made as follows:

For Domestic Wires:
Wachovia Bank
1525 W. W.T. Harris Blvd
Charlotte NC 28262-8522
Acct # 2000028340177 Routing # 061000227
Beneficiary: TransCore Holdings, Inc. on behalf of TransCore LP

For Hard Copy Checks:
TransCore
PO Box 933493
Atlanta GA 31193-3493 (Please use 9 digit zip code)
Overnight Mail for checks:
Wachovia/TransCore
Attn: 933493
3585 Atlanta Ave; Hapeville GA 30354

ARTICLE 5 - INDEMNIFICATION

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent performance of this Agreement by the Provider or its employees, agents, servants, partners, principals or Subcontractors. Provider shall pay claims and losses in connection therewith and shall investigate and defend all claims, suits or actions in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 6 – NONDISCRIMINATION

6.01 Equal Employment Opportunity

The Contractor shall neither discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, nor in accordance with the Americans with Disabilities Act (42 U.S.C. § 12101), discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. The Contractor shall take affirmative actions to ensure that applicants are employed and that employees are

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treated during their employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, or disability. Such actions include, but are not limited to, the following: employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay of other forms of compensation, and selection for training including apprenticeships.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this Equal Employment Opportunity clause. The Contractor shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, revised Order No. 4 of December 1, 1971, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes §§ 112.041, 112.042, and 112.043, and Miami-Dade County Ordinance No. 75-46, Articles 3 and 4.

6.02 Nondiscrimination

During the performance of this Agreement, the Contractor agrees as follows:

The Contractor shall, in all solicitations or advertisements for employees placed by or behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, physical handicap or disability. The Contractor shall furnish all information and Reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Contractor's books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain the compliance with such rules, regulations, and orders. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with Sub-Article 13.05 hereof and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Contractor shall include Sub-Article 6.01 above in all Contractor subcontracts in excess of $10,000, unless exempted by the rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions shall be binding upon each Subcontractor.

6.03 Disability Nondiscrimination Certification

By entering into this Agreement with the County and signing the Disability Nondiscrimination Certification, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement officer, courts, or the County to be in violation of the act or the resolution, such violation shall render this Agreement terminable in accordance with the Sub-Article 13.05 hereof. This Agreement shall be void if the Contractor submits a false certification pursuant to this resolution or the Contractor violated the act or the resolution during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

6.04 Breach of Nondiscrimination Covenant

In the event it has been determined that the Contractor has breached any enforceable nondiscrimination covenant contained in Sub-Article 6.01 above, pursuant to the complaint procedures contained in the applicable federal regulations, and the Contractor fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Sub-Article 13.05 hereof.

ARTICLE 7 – AFFIRMATIVE ACTION

In accordance with the requirements of Section 2.8.1.5 of the Code of Miami-Dade County, all firms with annual gross revenues in excess of $5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the Department of Small Business Development ("SBD"). Said firms must also submit, as a part of their subrmission to be filed with the Clerk of the Board (the "Clerk"), an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

Firms whose Boards of Director are representative of the population make-up of the nation are exempted from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to SBD. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk, an appropriately completed and signed Exemption Affidavit in accordance with Section 2.8.1.5 of the Code. These submittals shall be subject to periodic review to assure that the entities do not discriminate in their employment and procurement practices against minorities and women/owned businesses.

It shall be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the ordinance. Those firms that do not exceed $5 million annual gross revenues must clearly state so in their submission.

ARTICLE 8 – INSURANCE

The Contractor shall furnish to Miami-Dade County Aviation Department, c/o Risk Management Office, 4200 NW 36 Street, Miami, Florida 33122 or P.O. Box 025504, Miami, Florida 33102-5504, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Workers' Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.

B. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

C. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

D. Professional Liability Insurance in an amount not less than $100,000 per occurrence with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

The insurance coverages required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of "Best's Insurance Guide" published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Miami-Dade County Aviation Department's Risk Management Office.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and is a member of the Florida Guaranty Fund.

Certificates of Insurance will indicate that no cancellation or non-renewal shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this article or under any other article in this Agreement.

The Agreement is contingent upon the receipt of the insurance documents from the Contractor, to the County, within fifteen (15) calendar days after Board approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after Board approval, the Contractor shall be in default of the contractual terms and conditions and this Agreement will be terminated, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this article remain in force for the duration of the Agreement, including any and all options years that may granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the Agreement period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in this article; provided, however, that this suspended period shall not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Agreement.

ARTICLE 9 – RULES, REGULATIONS AND PERMITS

9.01 Rules and Regulations

The Contractor, shall comply with: (i) the ordinances of the County including the rules and regulations of the Department; (ii) Chapter 25 of the Code; (iii) operational directives issued hereunder; (iv) all additional laws, statutes, ordinances, regulations and rules of the federal, state and local governments, and any and all plans and programs developed in compliance therewith; (v) any County administrative orders and resolutions of the Board of County Commissioners which may be applicable to its operations or activities under this Agreement; (vi) federal air and safety laws and regulations; and (vii) federal, state, and County environmental, hazardous wastes and materials, and natural resources laws and regulations.

9.02 Violations of Rules and Regulations

The Contractor represents and agrees to pay on behalf of the County any penalty, assessment or fine, issued against the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, state or local governments, based in whole or substantial part upon a claim or allegation that the Contractor, its agents, employees, Contractors, Subcontractors, suppliers, or invitees, have violated any

law, statute, ordinance, regulation or rule described in Sub-Article 9.01 above or any plan or program developed in compliance therewith. The Contractor further represents and agrees that the substance of this Sub-Article 9.01 and Sub-Article 9.02 shall be included in every contract and other agreements, which the Contractor may enter into related to its operations and activities under this Agreement and that any such contract and other agreements shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subcontracting.

9.03 Permits and Licenses

The Contractor covenants, represents, and warrants that it shall, at its sole cost and expense, be strictly liable and responsible to obtain, pay for, maintain current, fully comply with, and make available to the Department upon request, all permits, licenses, and governmental authorizations and approvals, however designated and as may be required, at any time during the term of this Agreement, by any federal, state, or County governmental entity or judicial body having jurisdiction over the Contractor or its operations and activities, for any activity and for any actions of the Contractor at the Airport, including ensuring that all legal requirements, permits, and licenses necessary for or resulting, directly or indirectly, from the Contractor's operations and activities at the Airport have been obtained and are in compliance.

9.04 Compliance with Additional Rules and Regulations

The Contractor acknowledges and accepts full responsibility for compliance with all applicable rules and regulations of the Transportation Security Administration ("TSA"), Federal Aviation Administration ("FAA"), and MDAD as set forth from time to time relating to Contractor's work at the Airport.

ARTICLE 10 – CIVIL ACTIONS

10.01 Governing Law Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any action or claim arising from this Agreement shall be in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court in and for the Southern District of Florida.

10.02 Registered Officer/Agent Jurisdiction

The Contractor, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, and such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If the Contractor is a natural person, both the Contractor and his or her personal representative(s) hereby submit themselves to the jurisdiction of the

courts of the State of Florida for any cause of action based in whole or in part on the alleged breach of this Agreement.

10.03 Violations of Laws and Regulations

The Contractor agrees to pay on behalf of the County any penalty, assessment, or fine, issued in the name of the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, state or County governments, based in whole or substantial part upon a claim or allegation that the Contractor, its agents, Subcontractors, employees or invitees, have violated any law, statute, ordinance, resolution, regulation or rule described in this Agreement or any plan or program developed in compliance therewith.

ARTICLE 11 – CONTRACTOR

11.01 Pre-Work Conference

A pre-work conference will be held prior to the issuance of the Notice to Proceed to discuss the work to be performed under this Contract. The Contractor and its major Subcontractors shall be required to attend this meeting. The Contractor will be advised of the time, date and location of the meeting.

11.02 Commencement and prosecution of Work

Within ten (10) days after the receipt of an acceptable Performance Bond, proof of the required insurance, and the condition of award documents, the Owner will issue a written Notice to Proceed to the Contractor to proceed with the work, which said NTP shall direct the Contractor to commence work on a certain day. The time within which all of the work is to be completed following the giving of the NTP shall be as stipulated in the Contract. The Contractor is not authorized to perform work under the Contract until the effective date of the NTP, upon which the Contractor shall commence work and shall diligently prosecute the Work to completion within the time limits specified. The Contract time commences on the effective date shown on the NTP.

Any work performed by the Contractor prior to the effective date of the NTP shall be at the Contractor's own risk and shall not be considered as the basis for any claim resulting from this pre-NTP work.

The Contractor shall prosecute the work so as not to interfere with normal airport operations. If the Contractor desires to prosecute the work at other than the days and times set forth herein, it shall notify the Owner at least forty-eight (48) hours in advance, so that the Owner may make arrangements for access to the job site and to be present. Any work performed without such advance notice having been given to the Owner or without having the Owner being present may be rejected, if in the

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sole judgment of the Owner, such work is not susceptible to its observation after the fact to determine compliance with the Contract.

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the Contract. All workers shall have sufficient skill and experience to properly perform the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

The Contractor shall be responsible for taking steps necessary to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to do so will not relieve it from responsibility for successfully performing work without additional expense to Owner. Owner will not be responsible for any understanding or representations concerning conditions, unless such understanding or representations are expressly stated in the Contract.

11.03 Contractor's Responsibilities for the Work

The Contractor shall be responsible for the complete performance for all of the work under the Contract, and for the methods, means, and equipment used in performing the Contract and for all materials, tools, apparatus and property of every description used in connection therewith.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the County, Department, Project Manager and with other contractors in every way possible.

11.04 Contractor's Superintendent and Equipment

The Contractor shall provide a competent English-speaking superintendent on the work at all times, who shall be fully authorized as the Contractor's agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans, and technical specifications.

11.05 Environmental Protection

The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. It shall take necessary precautions to prevent pollution of streams, lakes, ponds, underground waters, aquifers and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

11.06 Weekly Progress Coordination Meetings

The Contractor shall attend weekly, or as scheduled by the Owner, Progress Coordination Meetings at a time and place to be designated by the County. These meetings are intended to determine job progress, identify job problems, assist in solving and preventing job problems, and promote coordination with all entities involved in the Contract and with other Owner contractors. The Contractor shall cause Subcontractors and suppliers to attend as he deems advisable, or as requested by the Owner.

11.07 Certificate of Compliance

The County may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the Contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

11.08 Project Schedules

This project shall be done in accordance with the approved schedule or the most recently approved schedule update, as applicable. The Project Schedules shall be used for coordination, monitoring, and payment of all work under the Contract including all activities of Subcontractors, vendors, and suppliers. The Contractor's submission of the final baseline schedule and subsequent revisions confirms that its Subcontractors and suppliers have reviewed the schedule and concur with the sequence of events, and activity durations. The Contractor shall be solely responsible for the preparation, revisions and updating of the Project Schedules.

ARTICLE 12 – SUBCONTRACTOR RELATIONS

If the Contractor, with the written approval of the Department, causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services, which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Agreement.

In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 13 – DEFAULT AND TERMINATION

13.01 Events of Default

A default shall mean a breach of this Agreement by the Contractor (an "Event of Default"). In addition to those defaults defined in Sub-Article 13.02, an Event of Default, may also include one (1) or more of the following occurrences:

(A) The Contractor has violated the terms and conditions of this Service Agreement;

(B) the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Service or Work provided pursuant to the Agreement;

(C) the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law, or the Contractor's affairs have been put in the hands of a receiver;

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(D) the Contractor has failed to obtain the approval of the County where required by this Agreement;

(E) the Contractor has failed in a representation or warranty stated herein; or

(F) the Contractor has received three (3) notices of default, of any kind, within a twenty-four (24) month period.

13.02 Other Defaults

The County shall have the right, upon thirty (30) calendar days written notice to the Contractor to terminate this Agreement upon the occurrence of any one (1) or more of the following unless the same shall have been corrected within such period:

(A) Failure of the Contractor to comply with covenants of this Agreement.

(B) The conduct of any business or the performance of any service not specifically authorized herein.

13.03 Notice of Default and Opportunity to Cure

If an Event of Default occurs, the Department shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. The Contractor can cure and rectify the default, to the Department's reasonable satisfaction, within thirty (30) days of actual notice of the Default Notice (the "Cure Period") or such other timeframe as delineated in the Agreement. The Department may extend the Cure Period and grant an additional period of such duration as the Department shall deem appropriate without waiver of any of the County's rights hereunder, so long as, the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Department prescribes. The Default Notice shall specify the date by when the Contractor shall discontinue the services (the "Termination Date").

13.04 Termination For Convenience

In addition to any other termination rights provided for in this Agreement, this Agreement may be terminated for convenience and without penalty by: (i) the mutual and written consent of both parties; (ii) upon not less than thirty (30) days written notice from the County to the Contractor; or (iii) upon not less than one hundred eighty (180) days written notice from the Contractor to the Department, provided however, in the event of the termination of this Agreement pursuant to this clause (iii), the Department, in its sole discretion, may require the Contractor to complete work on any Service Orders outstanding and issued by the Department prior to the date of receipt of the written termination notice. The County's sole obligation to the Contractor shall be payment for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours performed by the Contractor up to the Termination Date, plus fees and any Reimbursable

Expenses for Service Orders issued prior to the Termination Date that the Department requires the Contractor to complete. All payments pursuant to this Agreement shall be accepted by the Contractor in full accord and satisfaction of all claims against the County arising out of the termination including, without limitation, lost profits, overhead or other consequential damages.

13.05 Termination For Cause

The County may terminate this Agreement, effective immediately if: (i) the Contractor fails to cure an Event of Default during the Cure Period; (ii) an individual, firm, corporation, joint venture, or other entity attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; or (iii) a principal of the Contractor is convicted of a felony during the term of the Agreement.

The County may, as a further sanction, terminate or cancel any other SunPass® at MIA related contract(s), that such individual or corporation or joint venture or other entity has with the County and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, firm, corporation, joint venture, or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform, and all other reasons set forth in § 10-38 of the Code.

13.06 Actions at Termination

The Contractor shall, upon receipt of such notice, and as directed by the Department:

(A) stop all work on the Termination Date specified in the notice;

(B) take such action as may be necessary for the protection and preservation of the Airport and other County materials and property;

ARTICLE 14 – GENERAL PROVISIONS

14.01 Assignment

The Contractor shall not assign, transfer, or convey this Agreement to any person, firm, association, joint venture, corporation, or other entity, in whole or in part without the prior written consent of the Department.

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14.02 Solicitation

Except as provided by Section 2-11.1 (s) of the Code, the Contractor warrants: 1) that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement; and 2) that it has not paid, or agreed to pay any company or other person any fee, or commission, gift, or other consideration contingent upon the execution of this Agreement. A breach of this warranty makes this Agreement voidable by the County without liability to the Contractor for any reason whatsoever.

14.03 Conflict of Interest

The Contractor agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code).

14.04 Compliance with Applicable Law

The Contractor shall comply with all applicable provision of law pertaining to the Services required under this Agreement.

14.05 Rights to be Exercised by Department

Wherever in this Agreement rights are reserved to the County, the Department may exercise such rights. The Department shall have the right to add, amend or delete any security related portions of the Agreement, in order to meet reasonable security requirements of MDAD or Transportation Security Administration ("TSA").

14.06 Notices

Any notices given under the provisions of this Agreement shall be in writing and shall be hand-delivered or sent by Registered or Certified Mail, Return Receipt Requested, or express mail service to:

To the County:
Director
Miami International Airport
Concourse E, Fifth Floor,
Miami, Florida 33122 or
P.O. Box 025504
Miami, Florida 33102-5504

To the Contractor:
TransCore
3414 Midcourt Road.
Suite 106
Carrollton, TX 75006

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or, to such other respective addresses as the parties may designate to each other in writing. Notices by Registered or Certified Mail shall be deemed given on the delivery date indicated on the Return Receipt from the United States Postal Service or on the express mail service receipt.

14.07 Severability

If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision, and to this end, the invalid provisions of this Agreement are severable.

14.08 Rights Reserved to County

All rights not specifically granted to the Contractor by this Agreement are reserved to the County.

14.09 Right to Regulate

Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Contractor or its operations. Notwithstanding any provision of this Agreement, nothing herein shall bind or obligate the County, MDAD, the Community Zoning Appeals Boards, the Building Department, the Planning and Zoning Department, or any department, board, or agency of the County, to agree to any specific request of Contractor that relates in any way to the regulatory or quasi-judicial power of the County. The County shall be released and held harmless by Contractor from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests; provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversal of the County's action or injunctive relief.

14.10 Authorized Uses Only

Notwithstanding anything to the contrary herein, the Contractor shall not use or permit the use of the Airport for any illegal or unauthorized purpose or for any purpose, which would invalidate any insurance policies of the County, or any policies of insurance written on behalf of the Contractor under this Agreement.

14.11 Survival

Any obligations of the Contractor and the County which by their terms would continue beyond the termination, cancellation or expiration of this Agreement or any Service Order shall survive with such termination, cancellation or expiration.

14.12 No Damages for Delay

The Contractor hereby: (i) agrees to make no claim(s) for damages for delay, whether contemplated or not contemplated, in the performance hereunder occasioned by any act(s) or omission(s) to act of the County, or any of its employees, agents, representatives, or other Contractors or Subcontractors; except that Contractor, in the event that the system installed by the Contractor is not fully integrated with the software installation being performed by third parties to the satisfaction of the County within one hundred-twenty (120) days after the physical work of this Agreement is complete, and assuming that the failure of such integration is not due to a breach or failure of the Contractor, may recover actual costs incurred to assist in completion of the work necessary to complete integration, up to a maximum amount of $20,000, which amount shall be considered, if fully paid, a complete and full liquidation of all claims for damages due to such delay which may be asserted by Contractor.

14.13 Administrative Modifications

It is understood and agreed that the Department, upon written notice to the Contractor, shall have the right to modify administratively and to add, delete, and revise certain Articles and exhibits to this Agreement pursuant to Sub-Article 14.05, Sub-Article 14.23, and Sub-Article 14.25, provided however that such revisions shall not have a materially adverse effect on either the right of Contractor to be reimbursed for costs and expenses incurred on a timely basis or to receive reasonable compensation for its services.

14.14 Inspector General

Pursuant to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (the "Inspector General or IG"), which is empowered to conduct random audits on all County contracts throughout the duration of each contract. The deduction of one quarter (1/4) of one (1) percent from each progress payment to pay for the functions of the Office of Inspector General is inapplicable because this Agreement is either financed by aviation revenue bonds or funded by aviation revenue, which are subject to federal regulations. An audit account has been established within this Agreement to pay for Inspector General Services (see Sub-Article 14.16). In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a Report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to retain the services of independent private sector inspector generals to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, and County

staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the Contract, including but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents proposal and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personal records and supporting documentation for the aforesaid documents and records. The provisions in this section shall apply to the Contractor, its officers, agents, employees, Subcontractors, and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this Agreement.

14.15 Inspector General Audit Account

An Audit Account is hereby established to pay for mandatory random audits by the County's Inspector General. The amount for the Inspector General Audit Account is hereby set at **NINE HUNDRED FIFTY-FOUR DOLLARS ($954.00)**. The Contractor shall have no entitlement to any of these funds. The County retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.

14.16 Miscellaneous Audit Provisions

Nothing herein shall limit the right of the Contractor to contest any action by the IPSIG or the Inspector General on any legal or equitable ground. Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this Sub-Article are neither intended nor shall they be construed to impose any liability on the County by the Contractor or third parties.

The County shall be responsible for the payment of these IPSIG and Inspector General services and for the payment of costs of Contractor related to actions by the IPSIG and/or the Office of the Inspector General for clerical staff time for obtaining and copying the documentation, and any documents, provided however, the Contractor shall pay for all audit-related expenses where the audit findings aggregate to greater than or equal to three percent (3%) of the correct amount the County should have paid or been invoiced. The three percent (3%) audit-related expense threshold only applies to the amount(s) audited, and not all of the Contractor's billings. Any overpayment amount(s) discovered by audit shall be reimbursed to the County within fifteen (15) day of notice of the audit results to the Contractor. Nothing contained in this provision shall impair any independent right of

the County to conduct an audit or to review the operations, activities and performance of the Contractor as and to the extent as provided under this Agreement.

14.17 Trademarks and Licenses

The County may require the Contractor as part of its advertising and marketing program, to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the County in the performance of this Agreement, which patents, copyrights, trademarks, trade names, logos, computer software and intellectual property may have been created pursuant to the terms of this Agreement. Such permission, when granted, shall be evidenced by a nonexclusive license executed by the Contractor and the Department, on behalf of the County, granting the Contractor the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property without requiring payment of fees therefore. Failure of the parties to execute a formal license agreement shall not vest title or interest in such patent, copyright, trademark, trade name, logo, computer software or intellectual property in the Contractor.

14.18 Headings

The headings of the various articles and sections of this Agreement, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

14.19 Binding Effect

The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

14.20 Governmental Authority

Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Contractor or its operations.

14.21 No Estoppel or Waiver

No acceptance, order, measurement, payment, or certificate of or by a party or its employees or agents shall estop the other party from asserting any right of the ensuing Agreement. There shall be no waiver of the right of a party to demand strict performance of any of the provisions, terms and covenants of this Agreement, nor, shall there be any waiver of any breach, default or non-performance hereof by the other party unless such waiver is explicitly made in writing by the party. No delay or failure to exercise a right under the ensuing Agreement shall impair such right or

shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

14.22 Independent Contractor

The Contractor shall perform all services described herein as an independent contractor and not as an officer, agent, servant, or employee of the County. All personnel provided by the Contractor in the performance of this Agreement shall be considered to be, at all times, the sole employees of the Contractor under its sole discretion, and not employees or agents of the County.

14.23 Modifications

This Agreement may be modified and revised by written amendment duly executed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Agreement. **Any oral representation or modifications concerning this Agreement shall be of no force or effect**.

14.24 Prior Agreements

The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. **No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with this Agreement**.

14.25 Right to Amend

In the event that the FAA or its successor requires modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for improvements at the Airport, the Contractor hereby consents to any and all such modifications and changes as may be reasonably required.

14.26 Intent of Agreement

This Agreement is for the benefit of the parties only and does not: (a) grant rights to third party beneficiaries, or to any person; or (b) authorize non-parties to the Agreement to maintain a suit for personal injuries, professional liability, or property damage pursuant to the terms or provisions of the Agreement.

Neither the Contractor nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement, and that no third party shall be entitled to assert a claim against either of the parties based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third party or entity under this Agreement.

14.27 Entirety of Agreement

The parties hereto agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized by Sub-Article 14.23 and Sub-Article 14.27 to the Agreement, or by written instrument executed by the parties hereto.

14.28 Performance Bonds

Within twenty (20) days of the date of this Agreement, the Contractor shall provide the MDAD with an annually renewable performance bond which shall be kept in full force and effect during the term of this Agreement and, thereafter, until all financial obligations, reports or other requirements of the Agreement there under are satisfied, a surety bond or an irrevocable letter of credit, or other form of security acceptable to MDAD and so endorsed as to be readily negotiable by MDAD for the payments required hereunder, in an amount equal to **ONE HUNDRED PERCENT (100%) of the total project cost**, plus any state sales taxes as may be applicable and required by law. Such performance bond shall be kept in full force throughout the term of this Agreement and any Extension Periods agreed to by MDAD and Contractor. MDAD, without prior notice to the Contractor, may draw upon such performance bond, given the Contractor's failure to perform or breach of this Agreement. MDAD may require the Contractor to increase or decrease the amount of the performance bond during the term of this Agreement or any Extension Periods.

Surety Bonds:

(a) All bonds shall be written through surety insurers authorized to do business in the State of Florida, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 – 1,500,000	B-V
1,500,001 – 2.500,000	A-VI
2,500,000 – 5,000,000	A-VII
5,000,001 – 10,000,000	A-VIII
Over 10,000,000	A-IX

(b) On contract amounts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice (2x) the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued.

2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury ("Treasury") under .31 U.S.C. §§ 9304-9308.

   Surety insurers shall be listed in the latest Circular 570 of the Treasury entitled "Surety Companies Acceptable on Federal Bonds". The bond amount shall not exceed the underwriting limitations as shown in this circular.

(c) For contracts in excess of $500,000, the provisions of this Sub-Article must be adhered to, plus the company must have listed for at least three (3) consecutive years, or holding a valid Certificate of Authority of at least $1.5 million dollars on a Treasury list.

(d) Surety bonds guaranteed through the Small Business Administration or Contractors Training and Development Inc., will also be acceptable.

(e) The attorney-in fact or other officer who signs a contract company must file with such bond a certified copy of his power of attorney authorizing him to do so. The contract bond must be counter signed by the surety's resident Florida agent.

The required bonds shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425, Florida Statutes.

The bonds shall be delivered to MDAD upon execution of the contract between the MDAD and the Contractor.

14.29 Disclaimer of Implied Warranties

THE EXPRESS WARRANTIES, IF ANY, CONTAINED IN THIS CONTRACT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY CONTRACTOR. CONTRACTOR SPECIFICALLY DISCLAIMS ANY OTHER IMPLIED WARRANTIES THAT MAY BE IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR PAST DEALINGS BETWEEN THE PARTIES.

14.30 Liquidated Damages – **Not applicable**

14.31 Limitation of Liability

In no event shall either Contractor or the County be liable to the other for any special, indirect, incidental, consequential, or economic damages (including, but not limited to lost profits and lost business opportunity), regardless of the legal theory

under which such damages are sought, and even if the parties have been advised of the possibility of such damages.

14.32 Force Majeure

Strictly in relation to the obligations of each party to the other under this Agreement and not for any other purpose or for any benefit of a third party, each party shall be excused from the timely performance of their respective obligations or undertakings provided in this Agreement, if the performance of such obligations or undertakings is prevented or delayed, retarded or hindered by: (i) strikes, lockouts, boycotts, actions of labor unions, labor disputes, labor disruptions, work stoppages or slowdowns, provided however, this clause (i) does not apply to such actions related to the employees, temporaries, Subcontractors or suppliers of TransCore; or (ii) embargo's, general shortages of labor, equipment, facilities, materials or supplies in the open market, acts of God, acts of a public enemy, acts of governmental authority, including, without limitation, the Federal Aviation Administration ("FAA"), Department of Transportation ("DOT"), Transportation Safety Administration ("TSA"), Environmental Protection Agency ("EPA"), civil and defense authorities, war (declared or undeclared), invasion, insurrection, terrorism, riots, rebellion or sabotage.

14.33 Duty to Cooperate

County shall, throughout the performance of the Work, cooperate with Contractor and perform its responsibilities, obligations and services in a timely manner to facilitate Contractor's timely and efficient performance of the Work and so as not to delay or interfere with Contractor's performance of its obligations under the contract documents.

14.34 Total Authorized Amount for this Agreement:

Except as provided for herein, the Total Authorized Amount for this Agreement is **THREE HUNDRED EIGHTY-TWO THOUSAND ONE HUNDRED FIFTY-ONE DOLLARS ($382,151.00)** including the Inspector General Audit Account.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

By: _____
County Mayor

Attest: Harvey Ruvin, Clerk

(COUNTY SEAL)

By: _____
Deputy Clerk

Contractor

Name: **TransCore, LP**

TransCore, LP
MARCH 3, 1994
DELAWARE

(Corp. Seal)

Name: TIMOTHY SCHOCK
Vice President

By: _____
Signature

Attest: _____
Secretary

TIMOTHY SCHOCK
Print Name

_____
Print Name

EXHIBIT A

Technical Specifications
(SOW)

A	First Release	8/15/08
B	Second Release (changes to T's and C's items 3, 4 and 19)	8/19/08
C	Third Release with modifications to Section 5, Appendix B item 3 and all references to APA changed to MDAD	10/22/08
D	Change to Billing terms in section 1.4	10/24/08

TRANSCORE

Originator: Paul McKeever			**Statement of Work**
Forrest Swonsen			**For FDOT Interoperable**
Bruce Anderson			**Parking Readers and Services**
Bob Davis			**For the**
Tim Schock			**Miami International Airport**

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1. General Information

1.1 Overview

The Miami International Airport (Airport) desires to upgrade and add to their existing automatic vehicle identification (AVI) parking system to provide interoperability with the local SunPass® transponder population. For this effort, TransCore will be the AVI hardware and installation/commissioning services provider and will provide the requested 13 SunPass® compatible Encompass 5 (E5) readers plus spares. The new E5 readers will replace the existing AI1620 readers, which will be required to be completely removed from operation.

This document is intended to provide a clear understanding of TransCore's responsibilities for this project.

1.2 Scope

TransCore's responsibilities will be limited to providing engineering services, equipment, equipment installation (civil and electrical included) and termination/testing/commissioning services (at the lane level only) for the TransCore-provided equipment necessary to implement the installation and replacement of the existing parking readers at the Airport. Follow-on maintenance and support of the AVI beyond TransCore's standard factory warranty and depot-level repair/replacement is outlined in Section 12.1 of this document.

All documentation to be provided as part of this offer is listed in Section 10 of this document.

TransCore has also provided a list of recommended spares in Section 12.3. It is the sole discretion of the Airport to purchase the recommended spare parts.

It is understood by TransCore that all of the new readers will report back to the ACS lane level and backend host software. Any work or costs associated with modifications, configuration, testing, and/or changes to the host software system or interfaces to external transaction processing entities are not included in this scope of work. Communications between the lane level hardware and the host system is also the responsibility of others. TransCore will only provide interface wiring at the lane level only including the required power supply for the readers to be installed by ACS in their control box.

1.3 Terms

1.3.1 Notice to Proceed

TransCore will initiate work on this project upon receipt of a written notice to proceed (NTP) and acceptance of a valid purchase order or contract incorporating this Statement of Work (SOW), a formal ship to address, and the agreement upon terms and conditions provided in Appendix B. Please note that the current lead time for the Encompass 5 reader is 14 to 16 weeks ARO.

1.3.2 Pre-Construction Conference

TransCore will attend a pre-construction conference, with a two-week notice, as part of the site survey to coordinate construction activities and integrate schedules on a mutually agreeable date after receiving written notice to proceed. We believe that this meeting is very important for TransCore, ACS, and the Airport so that everyone is working for the same common goal on the same schedule.

1.3.3 Project Delays

The price quoted by TransCore is based on a schedule with no disruptions and does not include delay due to acts of God, weather, or other parties, including construction delays. Any delay not caused by TransCore, including any delay that requires TransCore to demobilize and remobilize, may be invoiced at a daily rate to be agreed upon during negotiation.

1.4 Billing

TransCore requires that the billing milestones be defined on the purchase order or in a resulting contract as follows:

- 35% of contract price upon receipt of NTP and completion of site survey
- 40% of contract price upon delivery of all readers, antennas, coax cable, spares, and connectors to the designated receiving point for the project. A formal ship to address is required to be provided upon notice to proceed.
- 20% of contract price upon acceptance, as defined by Section 9 of this document.
- 5% to be paid upon demonstration of no frequency issues between parking lanes and Ground Transportation lanes and live operation of the TransCore provided readers.

All invoices prepared in accordance with the above milestone billing schedule shall be paid Net 30 days from submission date. Failure to provide payment based on the net 30 requirement will result in all work being halted on behalf of TransCore.

2. Task Definition

TransCore understands that the installation of the AVI equipment will be at the following locations (locations determined at site visit with ACS on May 5-6, 2008):

Miami International Airport Existing AVI Lanes		
Location	Quantity of lanes	Airport lane number (left to right with traffic flow)
Lower Short Term Entry Lane (right hand lane as you approach)	1	16
Lower Short Term Exit Lane	1	2
Upper Short Term Entry Lane (left lane as you approach)	1	12
Upper Short Term Exit Lane	1	1
North side Dolphin Garage Level 1 Entry (left lane as you approach)	1	31
High Vehicle Entrance Lane (surface Lot)	1	28
Main Entry Plaza (left 2 lanes as you approach)	2	21 & 22
Main Exit Plaza (left 2 lanes as you approach)	2	1 & 2
Park 6 Entry Lane (left lane as you approach on surface lot outside new terminal)	1	92

Miami International Airport Existing AVI Lanes		
South side Flamingo Garage Level 1 Entry (left lane as you approach)	1	35
Southwest corner of Flamingo Garage (left lane as you approach)	1	33
Total Lanes	**13**	

3. Responsibilities

3.1 Site Surveys

TransCore will complete a site survey within three (3) weeks after NTP to discuss the installation schedule and lane level activities that will be required.

3.2 Site Installation

TransCore will be responsible for providing, installing, testing and tuning the AVI hardware required for the thirteen (13) lanes being installed as new or being upgraded.

The equipment that will be provided by TransCore for this project is as follows:

- Encompass 5 Readers (includes NEMA 4 reader-only enclosures and digital I/O boards and opto's and global positioning system (GPS) sync units, as needed) (I/O boards are provided should ACS desire to arm the readers by presence or raise the gate through the reader. TransCore will not be responsible for these connections and will test tune and configure the readers to be active at all times)
- AA3152 Universal Toll Antennas (one per lane)
- Coaxial cable (limited to 50 feet per lane per reader and per GPS unit) and connectors
- Surge protectors (bulk head style) for AVI antenna and GPS antennas used for synchronization
- 24-volt power supplies for reader power to be housed by ACS in temperature-controlled enclosures (TransCore has not received a favorable estimate from ACS for this effort and recommend that the Airport get this price direct from ACS. This effort should not consist of more than 5 hours of time per lane. TransCore will still test, tune and configure the readers for operation via temporary power.)

All E5 reader enclosures will be installed by the TransCore team. All enclosures shall be protected from damage based on local requirements and standards, where mounting equipment next to a roadway is required. All penetrations to the TransCore-provided enclosures will be performed through the bottom of the enclosure so as to maintain the enclosures NEMA rating. Any other penetrations performed by others or failure to follow these guidelines for penetrations shall result in the warranty for the reader being housed in said enclosure to be voided. All enclosures will be installed with proper grounding techniques recommended by the National Electric Code (NEC) for computer type installations.

Each lane will require a single AA3152 Universal Toll Antenna (UTA) to be mounted, centered over each of the individual lanes at a position to be determined during actual installation. All antennas must be installed at between a minimum height of 16 feet and a maximum height of 18 feet if the lane

configuration allows. TransCore understands that the lanes in the Dolphin and Flamingo Garages do not allow for this and TransCore will configure the antennas and readers accordingly during installation.

The power and communications interface to the new reader enclosures will be provided by TransCore but will not be terminated in the ACS enclosure since a favorable estimate was not received from ACS. TransCore recommends that the Airport solicit this estimate for this effort directly from ACS. All civil and electrical work required for the installation of the new AVI equipment will be the responsibility of TransCore. It will be the responsibility of ACS, as agreed to by ACS, to house the TransCore-provided power supplies and to provide UPS-protected power circuits to the same. Each E5 reader requires a single power supply; the power supplies being furnished by TransCore are rated for 2.5 amps and are DIN rail mountable.

Communications to the E5 readers is RS-232 at all lanes and, as such, is limited to 50 feet. Any changes to this format are the responsibility of others.

For the locations in the two parking garages, TransCore will reuse the existing 110 volt power circuit and communications cabling currently installed to the overhead readers as a cost savings for the over all project.

3.3 Installation Material

TransCore will provide the RFID equipment and all the required effort to install the same. The following table provides a high-level overview of scope responsibilities under this contract.

Equipment	Quantity	Provided By	Installed By
Encompass 5 readers with NEMA enclosure, GPS synchronization board, where required, and digital I/O board and optos	13	TransCore	TransCore
AA3152 Universal Toll Antennas	13	TransCore	TransCore
Antenna mounting brackets (including the brackets required for mounting to the overhead canopy structures at the main entry and exit plazas)	13	TransCore	TransCore
Coaxial cable from E5 reader to antennas and E5 reader to GPS antenna (this cable is limited to a maximum distance of 50 feet between each E5 and the AVI antenna and 100 feet between the reader and the GPS unit antenna)	1,800 feet	TransCore	TransCore
Termination of cables with N-type connectors between the RF module and the antennas (currently estimating 13 lanes and 11 GPS units)	48	TransCore	TransCore
Provide and install temperature controlled housing for TransCore-provided power supplies	TBD based on grouping	ACS	ACS
Provide and install all electrical circuits, conduits, and UPS units to power TransCore-provided power supplies	TBD based on grouping	ACS	ACS
Provide and install all communications cabling and required conduits for reader communications to ACS lane level equipment	TBD based on grouping	TransCore	TransCore

Equipment	Quantity	Provided By	Installed By
Provide and install conduit for all cabling required for the proper installation of the new AVI equipment with regard to I/O interface to gates and other peripheral equipment	As needed	TransCore	TransCore
Terminate all wiring inside E5 reader enclosure	As needed	TransCore	TransCore
Power up, configure, test, and tune each of the 13 lanes of equipment. This will be performed with temporary power should ACS not be under contract with the Airport to provide the enclosures for the power supplies.	13	TransCore	TransCore
Provide and install all conduits, as required, for the running and dressing of the coaxial cables to be installed from the E5 reader to both the overhead antenna and the GPS antenna, where needed	As needed	TransCore	TransCore

4. Civil Work

All civil and electrical work will be the responsibility of TransCore for the installation of the AVI equipment at the lane level only. This effort does not include penetration into the ACS control equipment as a favorable estimate could not be obtained from ACS for the effort. TransCore recommends that the Airport go direct to ACS for this effort. This effort should not consist of more than 5 hours of time per lane. Should the Airport be able to secure a contract with ACS that includes coordination efforts required for TransCore to penetrate the ACS enclosures, TransCore will perform the effort required to get all required cabling installed.

5. Software Interface

TransCore will provide a site-specific license for the installation of equipment that uses intellectual property covered by TransCore patent, U.S. Reissue Patent number RE 37822. This license will apply only to those lanes that collect parking revenue. The one-time license fee is included in the purchase cost of the lane equipment. Removal or replacement of the TransCore equipment with non-TransCore RFID equipment used to collect parking revenue will automatically void this license.

Proprietary, Patented, and Sole Source Devices

The scope of Services under this Agreement will involve installation of TransCore proprietary, patented, and sole source devices for which TransCore will grant, via a TC (Bermuda) License Ltd, a Bermuda limited partnership, to the Owner/MAAD (the Miami Dade County and its Managing Agent, the Miami Dade Aviation Department) a conditional, non-exclusive, non-transferable, non-royalty bearing right and license to use the processes and procedures and practice the methods claimed under United States Patent numbers 5,414,624 and RE 37,822 E, at the parking facility installation site contemplated by this Agreement. The license will be conditioned upon the Owner/MADD's use of only TransCore RFID hardware at the installation site. In no event shall the Owner/MAAD release, provide, or otherwise convey or distribute the licensed items to any one or any other party outside the Owner/MAAD without the express written consent from TransCore, which shall be at TransCore's sole and absolute discretion. The Owner/MADD shall take all such reasonable security measures as are necessary to protect the licensed items from being accessed by unauthorized third parties, in no event less than reasonable care. In the event of breach of any provision of this Agreement or terms of the

license agreement, TransCore shall have the absolute right to remove and take possession of any devices provided under this Agreement at the Owner/MADD's expense.

Such license agreement shall be executed concurrently with the execution of the Service Contract, in substantially in the same form as the example agreement attached (see appendix D) as adjusted to reflect the parties to the agreement and the specific site.

6. Transponders

The new E5 readers will be capable of reading the existing Allegro type tags currently deployed for SunPass®, as well as the new sticker tags dubbed the SunPass® Mini.

7. Change Control

Changes to this project must be documented. The change control process is as follows:

- A change request is generated by either Airport or TransCore and communicated via e-mail, fax, or mail to the other party.
- TransCore will generate a formal change request document that will be transmitted to both the Airport and TransCore project managers.
- TransCore will assess the impact of the changes to the project schedule, costs, quality, risk, and staffing. TransCore will report this impact.
- The Airport and TransCore must both sign off on acceptance of requested changes.
- The project plan and baseline will be reset (if necessary) as a result of approved changes.

8. FCC Licensing

As the end user, the Airport is required to obtain a Part 90 site license from the FCC to operate this radio frequency identification (RFID) device in the United States. TransCore will assist the Airport in the licensing process with the FCC to be able to transmit with the readers. That assistance includes providing an accurate site frequency plan and drafting of the required submittals for the permanent license as well as reviewing any paperwork prior to FCC submission. Also it is important to note that it is always the sole responsibility of the Airport to keep the FCC license current, renewing it when required, or filing for updated technical, administrative, or location changes.

In terms of specifics, the Airport will need to apply for a Renewal/Modification of your existing Land Mobile - Part 90 Site-Specific Services license. This will allow us to use the licensing and paperwork already on file with the FCC for the existing PARCS readers. Based on the CURRENT FY2008 fee structures published by the FCC, the cost for the license changes is $210.00, however, that fee may change by the time the Airport deploys their AVI system so TransCore suggests that the Airport use that number as a budgetary estimate until the FY 2009 fees are published by the FCC..

9. Acceptance

TransCore will generate sign-off sheets and demonstrate to Airport personnel for acceptance the proper operation of all TransCore-provided AVI equipment at the **lane level only**. The sign-off portion of the acceptance will cover the lane-level AVI operations and communications at the lane level and is not dependent on the operation of the overall system or communications to the backend host as a whole.

Failure of communications between the lanes and the backend host shall not be considered a failure of acceptance testing. Acceptance sheets are included in Appendix A.

TransCore will be responsible for verifying and demonstrating the operation of each lane as follows:

- Verify correct operation of all AVI equipment. This will be done at the lane level – first by walking and second by driving through the lane to show proper operation of all of the lane-level equipment provided by TransCore. This test will also be performed using each of the tags required to be read by the system. This test will demonstrate proper tag reads, which will be verified at the lane level only using terminal emulation software. Once the proper tag reads are demonstrated, the lane shall be considered accepted.

Once the lane level demonstrations have been performed, this will constitute final acceptance of the AVI system. Final acceptance of the system is in no way tied to the correct operation of the PARCS or the interface required from the PARCS to FTE.

10. Documentation

TransCore will furnish the following documents:

- Encompass 5 Users Guide
- Reader wiring diagrams

11. Training

Training on the care and maintenance of the readers being provided is not currently being offered as part of this effort as TransCore is proposing maintenance on this equipment.

12. Hardware Maintenance and Warranty

12.1 Maintenance

TransCore would like to propose maintenance on the new 13 lanes of equipment. However, as no formal outline of the desired maintenance effort has been provided, TransCore has broken out different options for the Airport to choose from. These options can be found in Appendix C. Once the Airport provides a decision on which option they would like, TransCore will provide a formal price for this activity under a separate cover.

12.2 Warranty

This quotation includes TransCore's standard one-year warranty on all new TransCore-manufactured equipment provided under this contract. The TransCore warranty will start at the time of the lane-level acceptance by the Airport and will be rounded to either the beginning or end of the month using standard rounding rules. For example, if the month during which the lane level acceptance is performed has 30 days and acceptance takes place prior to the 14th, then the warranty will be started at the beginning of that month. This quotation also includes all manufacturers' warranties on all new third-party equipment provided under this contract.

12.3 Spares

For this project, TransCore recommends the following spares (pricing provided separately) for this project:

- Two (2) Encompass 5 readers, including
  - Check Tag
  - GPS unit
  - Digital I/O board and optos
- Two (2) AVI antenna surge protectors
- Two (2) GPS antenna surge protectors
- Two (2) 24 VDC power supplies

Appendix A

Miami International Airport Preliminary AVI System Acceptance Test Sheet

AVI Individual Lane
Acceptance Test Data Sheet

Location: _____

Frequency: Uplink_____ Downlink _____

Antenna Height_____

Verify readers are installed per TransCore drawing	YES	NO
Tuning of lane complete	YES	NO
Verify full reader coverage of lane	YES	NO
Verify no cross lane reading	YES	NO
Verify correct tag reading of test vehicles	YES	NO
Verify communications at the lane level only using terminal emulation software	YES	NO

Comments

_____

_____

_____

_____

Acceptance

_____ Date_____

[Print name]

_____

[Sign name]

Appendix B
Terms and Conditions

1. *Payment*

All invoices, prepared in accordance with the Milestone Billing Schedule, shall be paid Net 30 days from Invoice date. Late payments are subject to a 1.5% per month interest charge.
Payment shall be made as follows:

For Domestic Wires:

Wachovia Bank

1525 W. W.T. Harris Blvd

Charlotte NC 28262-8522

Acct # 2000028340177 Routing # 061000227

Beneficiary: TransCore Holdings, Inc.

For Hard Copy Checks:

TransCore

PO Box 933493

Atlanta GA 31193-3493 (Please use 9 digit zip code)

Overnight Mail for checks:

Wachovia/TransCore

Attn: 933493

3585 Atlanta Ave; Hapeville GA 30354

****** Please do not use these addresses for anything but payments.***

2. *Standard of Care*

TransCore, in performing any Services under this agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations.

3. *Entire Agreement*

In any resultant Agreement, the following will be the Order of Precedence: (a) The Contract Agreement, including this document, Exhibits and Attachments as agreed to by TransCore; (b) TransCore's Proposal.

4. *Critical Design Phase*

Not applicable

5. *Limitation of Liability*

5.1 TransCore's total liability to Customer and all liabilities arising out of or related to this contract, from any cause or causes, and regardless of the legal theory, including breach of contract, warranty, negligence, strict liability, or statutory liability, shall not, in the aggregate, exceed 25% of the amounts paid to TransCore under the contract.

5.2 IN NO EVENT SHALL EITHER TRANSCORE OR THE CUSTOMER BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR ECONOMIC DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS AND LOST BUSINESS OPPORTUNITY), REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.3 Any claim by Customer against TransCore relating to this contract, other than in warranty, must be made in writing and presented to TransCore within one year after the earlier of: (1) the date on which the Customer accepts the deliverable at issue; or (2) the date on which TransCore completes performance of the services specified in this contract. Any claim under warranty must be made within the time specified in the applicable warranty clause.

6. *Software Licensing*

If applicable, all TransCore-owned and developed software will be provided in accordance with TransCore's Standard License Agreement, available upon request.

7. *Delays*

In the event TransCore is delayed in performing services under this Agreement by the Customer, Governmental bodies, Customer or other contractors, agents, public utilities, patrons, or other third parties, and such delays result in an increase in costs to TransCore or time for performance, Customer shall negotiate an equitable adjustment to the Agreement price, schedule, or both. TransCore shall provide timely written notice within five (5) days of becoming aware of a delay or the happening of an event, to provide Customer with an opportunity to resolve the delay or potential delay.

8. Termination of Agreement for Convenience

Customer or TransCore may at any time terminate this Agreement for convenience by giving fifteen (15) days written notice of termination. Upon termination, TransCore will be paid the reasonable value for services actually performed, based upon proration of the payment schedule set forth in this Agreement. Under no circumstances shall TransCore be paid an amount in excess of the maximum amount of the Agreement or for profit on unperformed portions of service.

9. Termination of Agreement for Cause

9.1 If TransCore is terminated for default it shall not be liable for special, consequential or economic damages, but strictly reasonable additional costs incurred by the Customer in completing the work.

9.2 Prior to a termination for default, TransCore shall be given the opportunity to commence cure within fifteen (15) days after receipt of written notice to cure a default. In the event the TransCore fails to complete such cure within such period with the exercise of diligent efforts to complete the cure, up to a maximum of sixty (60) days, the city shall have the right to terminate this for default.

10. Indemnification

Each party shall defend, save the other harmless from and against and shall indemnify the other from any liability, loss, costs, expenses, or damages caused by reason of its sole negligent acts or omissions. The indemnifying party shall defend said action at its own expense and shall pay and discharge any judgment that may be rendered in any such action. If such indemnifying party fails or neglects to so defend, the party sued may defend the same and any expenses, including reasonable attorney's fees, which it may pay or incur in defending said action and the amount of any judgment which it may be required to pay shall be promptly reimbursed upon demand.

11. Document Review and Approval

11.1 Any drawing, report, manual or other data submitted for the Customer's review shall be approved or disapproved within fourteen (14) calendar days of receipt. If the item is disapproved then the Customer will provide detailed comments that define the nature and extent of the deficiency and the type of remedial action expected. If the Customer does not approve or disapprove within fourteen (14) calendar days or if the Customer's comments are not received within the fourteen (14) day period, then TransCore's schedule will be extended commensurately.

11.2 This agreement provides for submission of one (1) draft, for comments, and one (1) final submittal of the documents and manuals. If the Customer requires additional submittals, equitable adjustments to the schedule and/or price will be handled through change orders to this Agreement.

12. Force Majeure

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but no limited to, acts of God or the public enemy, fires, earthquakes, explosion, riots, strikes (not including strikes of the Contractor's staff personnel), or war, terrorist acts, or inclement weather, where the party whose performance was delayed did not otherwise cause or contribute to the cause of the delay or not prevent, when able to prevent, such delay. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, Subcontractors, or the like shall not excuse the TransCore's performance except to the extent that such failures are due to any cause without the fault and outside the reasonable control of such Suppliers, Subcontractors, or the like including, but not to, acts of God or the public enemy, fires, explosion, riots, strikes (not including strikes of the Contractor's staff personnel), or war, terrorist acts, or inclement weather.

13. Disclaimer of Implied Warranties

THE EXPRESS WARRANTIES, IF ANY, CONTAINED IN THIS CONTRACT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY TRANSCORE. TRANSCORE SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR PAST DEALINGS BETWEEN THE PARTIES.

14. Governing Law

This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.

15. System Warranty (If Applicable)

15.1 TRANSCORE WARRANTS, FOR A PERIOD OF ONE YEAR FROM SUBSTANTIAL COMPLETION, [THAT BEING THE FIRST DATE UPON WHICH TOLLS ARE COLLECTED], THAT THE SYSTEM PROVIDED UNDER THE CONTRACT WILL BE OF GOOD QUALITY AND MATERIALS IN ACCORDANCE WITH THE (SYSTEM/DETAIL DESIGN DOCUMENT/TECHNICAL SPECIFICATIONS). IN THE EVENT OF AN INCIDENT REQUIRING MAINTENANCE OUTSIDE OF THE NORMAL PREVENTIVE, PREDICTIVE, AND CORRECTIVE REQUIREMENTS SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO FORCE MAJEURE, VANDALISM, THEFT, OR ACCIDENTS, TRANSCORE WILL PERFORM SUCH WORK ON A TIME AND MATERIALS BASIS.

15.2 WARRANTY EXCLUSIONS: THE WARRANTIES PROVIDED FOR HEREIN DO NOT APPLY TO PROVISION OF THIRD PARTY COTS UPGRADES, CONSUMABLE ITEMS AND MATERIALS, AND TO THE SYSTEM DUE TO NORMAL WEAR AND TEAR; FAILURES OR DAMAGE RESULTING FROM CAUSES OUTSIDE OF THE BASIC EQUIPMENT, INCLUDING BUT NOT LIMITED TO: (I) MISUSE DUE TO FAULT OR NEGLIGENCE OF CUSTOMER OR ITS OTHER CONTRACTORS OR AGENTS; (II) TO DAMAGE FROM POWER SOURCES OR PERIPHERAL EQUIPMENT NOT DELIVERED WITH TRANSCORE'S SYSTEM; (III) OPERATION OF THE EQUIPMENT OUTSIDE OF THE MANUFACTURERS' SPECIFIED ENVIRONMENTAL CONDITIONS; (IV) VANDALISM; (V) MAINTENANCE, MODIFICATIONS OR REPAIRS BY PARTIES OTHER THAN TRANSCORE OR ITS DESIGNATED AGENTS; (VI) TO THE EXTENT SERVICES ARE PROVIDED WITH RESPECT TO THE SYSTEM BY OTHERS WITHOUT TRANSCORE'S APPROVAL AND SUCH SERVICES CAUSE TRANSCORE TO BE UNABLE TO PERFORM THE SERVICES HEREUNDER OR TO BE ABLE TO PERFORM THE SERVICES ONLY AT ADDITIONAL COSTS WHICH ARE NOT REIMBURSED BY CUSTOMER; OR (VII) TO LOSS OR DAMAGE TO ANY THIRD PARTIES NOR ANY CONSEQUENTIAL DAMAGES.

16. Changes

16.1 Customer may, at any time by written notice and without notice to sureties or assignees, if any, make changes within the general scope of this Agreement in any one or more of the following:

i. Drawings, designs or specifications;
ii. Method of shipping or packing;
iii. Place of inspection, acceptance or point of delivery; and
iv. Delivery Schedule
v. Any other changes

16.2 Should any such change increase or decrease the cost and/or the time required for performance of this Agreement, an equitable adjustment may be requested by TransCore or Customer in the price, delivery schedule or both. No request by TransCore for such adjustment will be valid unless submitted to Customer within thirty (30) days from date of such change. The request for adjustment should include charges for redundant material, work in process and any other costs involved.

16.3 Any claim for cost associated with a change in the scope of the work shall be negotiated between TransCore and Customer. Adjustments to price shall be computed by agreement of a fixed price. Customer may request TransCore to submit a written proposal indicating the price at which TransCore would be willing to perform certain changes in the Work as described by Customer. Upon receipt of such a request, TransCore shall prepare and submit such proposal promptly, but no later than thirty (30) business days. If TransCore and Customer agree in writing as to the price to be paid to TransCore for the Work changes, this Agreement shall be deemed amended in accordance therewith.

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17. Disputes

Customer and TransCore agree to first enter into negotiations to resolve any controversy, claim or dispute ("dispute") arising under or relating to this Agreement. The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, Customer and TransCore agree to resolve the dispute by arbitration in accordance with the JAMS Comprehensive Arbitration Rules and Procedures or JAMS Streamlined Arbitration Rules and Procedures then in effect. The arbitration shall take place in the County of Dauphin, Commonwealth of Pennsylvania. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the dispute, and may not award punitive damages. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction.

18. Insurance

TransCore will provide the follow insurance coverage:

A. Workers' Compensation - Insurance for statutory obligations imposed by law.

B. Employers Liability - Insurance with limits of $1,000,000 for bodily injury by accident and $1,000,000 for bodily injury by disease, including, if applicable, maritime coverage endorsement.

C. Commercial General Liability - including products and completed operations coverage, full fire legal liability and contractual liability, with a per occurrence limit of $1,000,000.

D. Business Auto Liability - Coverage for bodily injury and property damage liability for all owned, hired or non-owned vehicles, with an each accident limit of $1,000,000.

E. Professional Liability - $1,000,000 per occurrence and aggregate providing coverage for claims arising out of the performance of professional services, resulting from any error, omission or negligent act of the Seller.

F. Umbrella Policy - $5,000,000.

19. Damages, Liquidated or Actual

Not applicable

20. Hazardous Conditions and Differing Site Conditions

20.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, TransCore is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, TransCore will stop Work immediately in the affected area and duly notify Owner/Customer and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site. Upon receiving notice of the presence of suspected Hazardous Conditions, Owner/Customer shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner/Customer retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner/Customer must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

20.2 TransCore shall be obligated to resume Work at the affected area of the Project only after Owner's/Customer's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site. TransCore may be entitled, to an adjustment in its Contract Price and/or Schedule to the extent TransCore's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

20.3 To the fullest extent permitted by law, Owner/Customer shall indemnify, defend and hold harmless TransCore, TransCore's Consultants, Subcontractors, anyone employed directly or indirectly for any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

21. Duty to Cooperate

21.1 Customer shall, throughout the performance of the Work, cooperate with TransCore and perform its responsibilities, obligations and services in a timely manner to facilitate TransCore's timely and efficient performance of the Work and so as not to delay or interfere with TransCore's performance of its obligations under the Contract Documents.

22. Risk of Loss

The Customer shall bear all risk of loss for materials and equipment upon delivery to job site(s) of the Customer.

23. Obsolescence

TransCore's performance under this contact is based on utilization of equipment, materials, and software available at the time this contract was executed. If technological improvements, product discontinuations, or other vendor caused modifications occur to the equipment, materials, or software during or after the contract term, TransCore will provide the Customer with notification of the impact of such changes on this project in the form of an engineering change proposal addressing the impact. Any additional services required due to technological/obsolescence changes may require an equitable adjustment to the contract schedule, price, and/or contract provisions depending on the facts of the situation. All changes will be performed upon a mutually agreeable basis.

24. Taxes

The stated rates do not include federal, state or local taxes based upon or measured by sales or use of equipment listed in the attached schedule. The CUSTOMER agrees to pay any such taxes which are in effect at the time.

25. Mobilization/De-Mobilization

Should the resultant Agreement require ramp up for a term of less than twelve months, Mobilization and/or De-Mobilization costs may be billed to Customer.

Appendix C
Maintenance Options

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The Miami International Airport has requested pricing options for maintenance support of the AVI Parking Garage system. As an exact specification of the support required has not been provided, TransCore is providing the following 2 options for review by the Airport.

Option Renewal Schedule

Options are renewed annually for a maximum of 5 years. The Miami International Airport has the option to select a different option at annual renewal. Changes between options must be made 60 days in advance of the renewal date.

Each priced option will be subject to yearly escalation of 3.5%.

Option 1: Full AVI Lane Hardware Support - $911.00 per lane per month. This equates to $142,116.00 per year for the 13 lanes.

- 1 dedicated, on-site technician with 7 x 24 x 365 coverage:
    - Two hour response time between notification of maintenance event and onsite arrival.
    - Technician will possess mobile phone and mobile computing equipment.
    - Manager/Supervisor available 7 x 24 x 365 via mobile phone.
    - Additional technical support is available to the onsite technician if needed.
- Parts and repairs:
    - Basic approach to minimizing repair time is centered around module or component swap out.
    - Customer acquires and maintains stock of repair items.
    - Customer to set procedures and contacts for pulling and returning parts.
    - MAF (maintenance activity form) will be used to open, close and track maintenance events.
- Preventative and routine maintenance set up as a scheduled activity every 60 days:
    - Visual inspection
    - Cleaning
    - Operational test
    - Adjustments to manufacturer specifications
- System monitoring:
    - Weekly
    - Visual inspection
- Perform remote assessment of system if available:
    - Depending on system configuration, technician may be able to remotely assess equipment to determine problems.

Option 2: On-call AVI Lane Hardware Support - $500.00 per lane per month. This equates to $78,.000.00 per year for the 13 lanes.

- On-call technician
  - Monday - Friday, 8am-5pm Eastern, excluding holidays and weekends.
  - Four hour response time between notification of maintenance event and onsite arrival 4 hr during on-call hours.
  - Calls received outside of on-call hours will be logged next business day.
  - Technician will possess mobile phone and mobile computing equipment.
  - Manager/Supervisor available M-F, 8am-5pm Eastern, excluding holidays and weekends.
  - Additional technical support is available to the onsite technician if needed.

- Parts and repairs:
  - Basic approach to minimizing repair time is centered around module or component swap out.
  - Customer acquires and maintains stock of repair items.
  - Customer to set procedures and contacts for pulling and returning parts.
  - MAF (maintenance activity form) will be used to open, close and track maintenance events. Customer and Technician signatures required.

- Preventative and routine maintenance set up as a scheduled activity every 60 days:
  - Visual inspection
  - Cleaning
  - Operational test
  - Adjustments to manufacturer specifications
- System monitoring:
  - Weekly
  - Visual inspection

- Perform remote assessment of system if available:
  - Depending on system configuration, technician may be able to remotely assess equipment to determine problems.

For all non-contract activity, Technician time will be billed at:

- Straight time $95/hr (during business hours)
- Overtime $142.50/hr (after hours and weekends)

Rates provided are per the existing TransCore/MIA contract number SS7665-5/13

Expenses outside of contract obligations
Travel and per diem are based on US General Services Administration.
Transportation billed at cost +15%
Misc materials and parts billed at cost + 15%

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EXHIBIT B

Contractor Payment Schedule

Milestone	Task	Payment %
1	Thirty-five percent (35%) of contract price upon receipt of NTP and completion of survey	35%
2	Forty percent (40%) of contract price upon delivery of all readers, antennas, coax cable, spares, and connectors to the designated receiving point for the project. A formal ship to address is required to be provided upon notice to proceed	40%
3	Twenty percent (20%) of contract price upon acceptance, as defined by Section 9 , (TransCore SOW - Exhibit A)	20%
4	Five percent (5%) to be paid upon demonstration of no frequency issues between parking lanes and Ground Transportation lanes and live operation of the TransCore provided readers.	5%
		100%

3414 Midcourt Road, Suite 106
Carrollton Texas 75006
214.932.9867 tel 214.932.9818 fax

Friday, November 21, 2008 Sent via Electronic Mail to rdiaz@miami-airport.com

Miami Dade Aviation Department
P.O. Box 025504
Miami, FL 33102-5504

Attention: Mr. Ray Diaz
Chief, Commercial Operations Division

Subject: **AVI Hardware Installation and Testing Services Proposal for the Miami International Airport**

Dear Mr. Diaz,
TransCore is pleased to provide the Miami Dade Aviation Department (MDAD) with this updated firm, fixed price proposal to engineer, install, test, tune and commission 13 lanes of SunPass® compatible AVI equipment at MIA. For this effort, TransCore will perform design and installation services and will provide all AVI hardware directly to MDAD required for the AVI system. The level of effort proposed by TransCore is detailed in the attached statement of Work (SOW). The SOW should be considered part of this offer letter when reviewed.
Please be advised that, the following provisions apply to our offer:

1. This proposal is valid for a period of 45 days from date of issuance
2. Pricing does not include any costs associated with security badging of employees for SIDA access while working at the Airport.
3. TransCore proposes our standard 12-month factory warranty on all TransCore manufactured equipment proposed for this project, which is depot-level repair for all units returned on RMA
4. All Spare equipment for the system will be provided by MDAD and will be housed on site.
5. Pricing is exclusive of proposal or trade payment bonds and any provisions for liquidated damages.
6. Pricing includes the requested performance bond
7. The proposal for maintenance (found in appendix C of the SOW) is based on the 13 lane Statement of Work provided to MDAD on October 24, 2008.
8. This proposal is based on the Statement of Work provided as a separate attachment and all of the provisions included in it.
9. TransCore's proposed scope does not include any support of the transaction processing/service center portion of interface work, but does include all hardware necessary to interface the readers to the existing parking equipment at the lane level only.
10. Access to the existing PARCS equipment will be furnished by others. Failure to get access in a timely fashion may result in additional scope and will be covered under Time and Material rates.
11. Spares and Maintenance rates provided based on contract number SS7665-5/13 existing between TransCore and MIA

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12. All existing parking readers will be required to be removed/turned off once commissioning services commence.
13. TransCore's proposal includes all necessary testing to ensure proper reader functionality at the lane and verify correct tags reads are being transferred to the ACS parking system.

TransCore would like to advise MDAD that they may be required to perform additional lane demonstration testing by FDOT. TransCore was recently required to conduct this same additional testing at another Florida airport project we have been bringing on line. The additional testing involved both TransCore and the PARCS integrator for that project. This was done after the airport had accepted the system and, as such was considered additional scope. Should this additional testing be required, it will be provided on a Time and Materials bases using rates previously negotiated with MDAD in contract number SS7665-5/13..

TransCore suggest that MDAD may wish to contact FDOT to determine if such testing might be needed and what the scope of this work would entail.

We look forward to working with your Airport on this project. If you need additional information, please contact either myself at 972.342.1460 or Mr.Forrest Swonsen at 972.342.1431.

Regards,

TransCore

Paul McKeever

Project Manager

cc: Tim Schock, Florida Region Manager

MIAMI INTERNATIONAL AIRPORT
AVI EQUIPMENT FOR PARKING SYSTEM
13 LANE UPGRADE PLUS SERVICES

AVI Hardware	$	163,252.00

1. TransCore AVI Hardware & third party components
   TransCore AVI hardware includes:
   - 13 - Encompass 5 AVI reader systems including reader enclosures (as needed), Digital I/O and GPS sync equipment as needed and
   - 13- AA3152 Universal Toll Antennas

   Third party components includes:
   - RF Antenna surge protection
   - GPS unit surge protection
   - Coaxial cable and connectors
   - Reader Power supplies

Labor:	$	84,988.00

1 Design, Installation & Project Management -
This item includes system engineering, project management, system design, on-site support, physical mounting of the readers and antennas, lane-level terminating, testing and commissioning.

Civil/Electrical	$	60,109.00
Tax/Frieght/Travel/Per Diem, ODC's and Performance Bond	$	13,503.00

1. Includes all costs associated with on-site travel, per diem and freight

Performance Bond	$	3,648.00
Total	**$**	**325,500.00**
Spare parts As outlined in the SOW and per contract number SS7665-5/13	$	21,043.00
MDAD CONTINGENCY AMOUNT	$	35,608.00
TOTAL AMOUNT (including 10% Contingency Amount)	$	382,151.00

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EXHIBIT C

Proposed Project Timeline (Project Schedule)

(***Project Schedules will be provided by the Contractor prior to kick-off meeting***)

EXHIBIT D

License Agreement

TRANSCORE

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of the ____ day of _____, 2008 by and between TC License, Ltd., a Delaware corporation with its principal place of business at 8158 Adams Drive, Liberty Centre, Building 200, Hummelstown, PA 17036 ("TCL"), and the Miami-Dade County (the "County"), a political subdivision of the State of Florida through its Miami-Dade Aviation Department ("MDAD"), located at 4331 NW 22nd Street, Building 3040, Miami, Florida 33122 (the "Licensee").

1. Background.

a. TCL owns certain patent rights regarding automated vehicle parking systems, as identified in **Exhibit A**.

b. Licensee is the owner and operator of Miami International Airport ("MIA" or the "Airport").

c. Licensee desires to upgrade and add to MIA's existing automatic vehicle identification ("AVI") parking system to provide interoperability with the local SunPass® transponder population at the Airport, for the purpose of collecting parking fees from SunPass® customers (the "Automated Vehicle Parking System") that reads upon the claims of certain patents regarding automated vehicle parking systems owned by TCL.

d. TransCore, LP ("TransCore"), the parent company of TCL, and Licensee have entered into a certain contract entitled AVI Hardware Installation and Testing Services (the "Hardware and Testing Contract").

e. TCL intends to grant a conditional, non-exclusive, non-transferable, non-royalty bearing right and license to Licensee covering certain specific patent rights necessary for Licensee's exercise of rights under the Hardware and Testing Contract.

f. TCL intends to license certain specific patent rights to Licensee in connection with Licensee's business operations at the Miami International Airport according to the terms and subject to the conditions of this Agreement.

2. License Grant.

a. For purposes of this Agreement, "TransCore Installation" means the AVI equipment manufactured by TransCore or one of its subsidiaries and the software developed by TransCore or one of its subsidiaries, and installed by TransCore or its subcontractor to create and implement the AVI system for thirteen (13) lanes to collect parking fees from SunPass® customers at the MIA.

b. For purposes of this Agreement, "Patent Rights" mean those rights, claims and methods associated with the United States patents identified in Exhibit A, together with any continuations, divisionals, reissues, re-examinations, continuations-in-part, and extensions of the foregoing.

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c. TCL hereby grants to Licensee for use at the MIA in connection with the TransCore Installation, a conditional, non-exclusive, non-transferable, non-royalty bearing right and license to use the processes and procedures and practice methods claimed under the Patent Rights (the "License"). Use is limited to the Licensee or its departments or authorities' internal operations or business purposes only. The foregoing License is subject to the rights of termination set forth elsewhere herein. All charges and fees are included in the Agreement, and there shall be no further fees or royalties of any description for such use.

d. Licensee has no right to sublicense the Patent Rights, except, provided Licensee complies with the conditions set forth in Section 2.e, Licensee's customers shall have an implied license to use and operate the AVI system on thirteen (13) lanes at the Airport and practice the methods claimed under the Patent Rights.

e. This License is only valid for operation of the TransCore Installation of the AVI system of thirteen (13) lanes at the Airport when the clearinghouse services (i.e., SunPass® account maintenance and customer support) are performed only by Licensee or agent or contractor thereof.

3. Maintenance and Enforcement of Patent and Intellectual Property Rights.

a. TCL shall, at its sole discretion, be responsible for paying any maintenance or annuity fees and renewing any registrations that may be required to maintain the Patent Rights.

b. TCL shall have the sole and exclusive right to bring and defend any and all infringement and other claims, as it, in its sole discretion, deems appropriate or necessary to protect or enforce its right, title, or interest in the Patent Rights. TCL shall have sole control of the defense and prosecution of third party actions and all related settlement negotiations. Licensee shall provide all reasonable cooperation to TCL in assisting TCL with respect to such actions and any related settlement negotiations, upon TCL's request. Licensee shall give prompt written notice to TCL of any infringement or violation or suspected infringement or violations of the Patent Rights of which Licensee becomes aware.

4. Indemnification and Hold Harmless.

a. TCL, at its own expense, will defend and shall indemnify and save the Licensee, its officers, employees, agents, and authorized representatives, harmless from any and all claims, liability, losses, damages, and causes of action which may arise out of the performance of this Agreement, or brought against the Licensee based on a claim that the Automated Vehicle Parking System software, any associated licensed programs or materials, or the TransCore Installation, infringed upon a United States patent, copyright, or trademark. TCL shall pay all claims and losses of any nature whatsoever in connection therewith and shall investigate and defend all claims, suits, and actions of any kind or nature in the name of the Licensee, its officers, employees, agents, and authorized representatives where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be issued thereon. Nothing contained in this provision shall be construed so as to require TCL to indemnify the Licensee's officers, employees, agents, and authorized representatives for their own negligence. The Licensee shall permit TCL, at TCL's option and expense, either to: (i) procure for the Licensee the right to continue using the Automated Vehicle Parking System software, associated licensed programs or materials, or the TransCore Installation; or (ii) modify the Automated Vehicle Parking System software, associated licensed programs or materials, or the TransCore Installation so that it becomes non-infringing,

provided however, that the functionality, compatibility, and application of the Automated Vehicle Parking System software, associated licensed programs or materials, or the TransCore Installation does not materially change, and TCL supervises, implements, and ensures the proper installation, machine configurations, operating methods, and documentation are provided to the Licensee. This provision shall survive early cancellation or termination of the Agreement.

5. Warranties and Representations.

a. TCL represents and warrants:

1. The execution and delivery of this Agreement and the consummation of the transactions described in this Agreement have been duly authorized and no further corporate action or authorization is necessary.

2. Once fully executed, this Agreement is a valid, binding and enforceable obligation.

3. The execution and delivery of this Agreement does not, and performance of this Agreement will not, conflict with, result in a breach of, or constitute a default under any of the terms or provisions of any agreement, instrument or indenture to which it is a party or by which TCL is bound.

4. TCL is the sole and exclusive owner of all right, title and interest in and to the Patent Rights or otherwise has the right to license the Patent Rights without the joinder or consent of any third party.

5. To TCL's knowledge, the Patent Rights do not infringe, breach or constitute misappropriation of any third party rights.

6. TCL may lawfully grant the License. To TCL's knowledge, neither the Automated Vehicle Parking System software, any associated licensed programs or materials, the TransCore Installation, or the use thereof within the scope of the License, infringes upon a United States patent, trademark, or copyright, or is claimed to be a trade secret of any person who has not provided written consent to the granting of the License. At the time of installation, and during this Agreement, the Automated Vehicle Parking System software, any associated licensed programs, or the TransCore Installation will conform to applicable printed documentation (i.e., all licensed materials, including users guides and reference manuals) delivered by TCL to the Licensee. Neither the Automated Vehicle Parking System software, any associated licensed programs, or the TransCore Installation contain any virus time bomb mechanism, or other software or code that can disable or adversely affect any of the associated licensed programs or the TransCore Installation, or destroy any data or other software of the Licensee.

7. TCL will not convey any right, title or interest that would interfere in any way with Licensee's use of the Patent Rights as provided hereunder.

8. WARRANTIES. EXCEPT WHERE THE WORDS "WARRANTY" ARE USED IN THIS AGREEMENT, THE PATENTS AND INTELLECTUAL PROPERTY RIGHTS ARE "AS IS", AND LICENSOR MAKES NO WARRANTIES, AND IT HEREBY DISCLAIMS ANY OTHER IMPLIED, WRITTEN, OR ORAL WARRANTIES, ~~EXPRESS OR IMPLIED, WRITTEN OR ORAL,~~ BY OPERATION OF LAW OR OTHERWISE, ARISING OR RELATED TO THE PATENTS, THE INTELLECTUAL PROPERTY

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RIGHTS, OR THIS AGREEMENT. LICENSOR DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES THAT MAY ARISE FROM TRADE USAGE OR CUSTOM.

b. Licensee represents and warrants:

1. The execution and delivery of this Agreement and the consummation of the transactions described in this Agreement have been duly authorized and no further corporate action or authorization is necessary.

2. Once fully executed, this Agreement is a valid, binding and enforceable obligation.

3. The execution and delivery of this Agreement does not, and performance of this Agreement will not, conflict with, result in a breach of, or constitute a default under any of the terms or provisions of any agreement, instrument or indenture to which it is a party or by which the County is bound.

6. Term & Termination.

a. The term of this Agreement shall begin on the date of acceptance by Licensee of the TransCore Installation and shall continue until the later of:

1. The expiration of the last to expire patents included under this Agreement; or the final invalidity of all patents included under this Agreement.

b. Failure to Perform by the County. If Licensee defaults in the performance of any of its material obligations under this Agreement, and such default is not corrected within forty-five (45) days after written notification of such default from TCL, the License may be terminated by TCL upon fifteen (15) days additional written notice of termination to Licensee.

c. Upon termination of this Agreement for any reason, Licensee immediately shall cease all use of Patent Rights.

d. Upon termination of this Agreement for any reason, nothing in this Section 5 shall be construed to release either party from any obligation that matured prior to the effective date of the termination.

7. Entirety of Agreement.

This Agreement, together with the Exhibits, addenda or other attachments attached hereto and made a part hereof, constitutes the sole, complete and entire agreement between the parties hereto. There exists no representations, inducements, promises or agreements, oral or otherwise, between the parties other than those stated in this Agreement. None of the provisions, or terms and conditions contained in this Agreement may be augmented, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto. This Agreement supersedes all prior agreements, representations, and understandings between the parties.

8. Notice.

a. All offers, notices, elections and acceptances required, permitted, made or given pursuant to this Agreement shall be in writing, signed by the party making such offer, notice, election or acceptance, and shall be delivered personally to, or sent by postage prepaid registered or certified

mail to, the receiving party. Notices shall be sent to the addresses set out as follows, or such other address as a party may hereafter specify by written notice given to the other in accordance with this paragraph.

If to TCL:		**If to the County:**	
Name:	_____	Name	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
Phone:	_____	Phone:	_____
Fax:	_____	Fax:	_____
Email:	_____		_____

b. Either party may change the address or designated recipient for Notice under this Agreement by written notice sent pursuant to this Section 7.

9. Dispute Resolution.

a. Any and all controversies, claims or disputes arising out of or relating to this Agreement, directly or indirectly or any transaction pursuant to this Agreement, including but not limited to, the interpretation performance, non-performance (including delay damages), breach or termination of this Agreement (collectively "Dispute") shall, in the first instance if possible, be settled by negotiation between the parties. The negotiations shall take place between an officer or director of TCL or an Executive Vice President of TransCore designated by TCL, and the County Manager or his/her designee of the Licensee. Each party may have counsel present.

b. If the negotiation required by Subsection 8.a has not resolved the Dispute within thirty (30) days from the date on which one party sends to the other a letter describing the dispute, then each party shall have the right to pursue all remedies available to it at law or in equity.

c. In the event of a material breach of any of the warranties set forth in Section 4, the breaching party shall defend and hold harmless the non-breaching party from and against any and all third party disputes, lawsuits and other claims relating to or arising out of such breach, and shall indemnify the non-breaching party for all actual damages (including actual, compensatory, punitive and statutory, if and as applicable), fines, costs and expenses (including but not limited to reasonable attorney's fees and expenses).

d. The prevailing party in any action arising hereunder shall be entitled to recover its costs and reasonable attorney's fees from the other party.

"Attorney's Fees" shall include, but not be limited to, fees and charges of attorneys, paralegals, legal assistants, attorneys' consultants, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees or expenses incurred through the use of legal counsel, whether or not such fees are provided by statute or contained in state-wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, mediation, administrative, or other proceeding arising out of this Agreement.

"Costs" shall include, but not be limited to, any filing fees, application fees, expert witness fees, court reporter fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in state-wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, mediation, administrative, or other proceeding arising out of this Agreement.

10. Other Provisions.

a. Licensee may not assign or delegate this Agreement or any of its rights or duties under this Agreement except with the prior written consent of TCL, and will not be unreasonably withheld. Any prohibited assignment shall be null and void. Any attempted assignment of this Agreement in violation of this Subsection shall constitute a material breach of this Agreement.

b. The relationship of the parties is that of licensor and licensee and neither party will hold itself out to be a partner, joint venturer, agent, franchisee or representative of the other party. Neither party will have any right to enter into contracts or commitments in the name of, or on behalf of the other or to bind the other in any respect whatsoever.

c. Each party agrees to comply with all United States Department of Commerce and other United States export controls. Each party agrees that, unless prior authorization is obtained from the Office of Export Administration, it will not knowingly ship or transfer technical data covered by this Agreement or any direct product of such technical data, directly or indirectly, to any country in contravention of any Office of Export Administration requirement.

d. ~~The parties agree that if any part, term or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.~~ In the event the legality of any provision of this Agreement is brought into question because of a decision by a court of competent jurisdiction of any country in which this Agreement applies, the parties may, by mutual consent, revise the provision in question or may delete it entirely so as to comply with the decision of said court.

e. The failure of any party to insist, in any one instance or more, upon the performance of any of the covenants, conditions or obligations of this Agreement, or to exercise any right or privilege conferred, will not be construed as thereafter waiving any such covenants, conditions, obligations, rights or privileges, but they will continue and remain in full force and effect.

f. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, successors in title and permitted assigns. This Agreement shall be binding upon and inure to the benefit of any successor of the parties, who, whether by merger, purchase, or otherwise, acquires all or substantially all of the assets or business of the parties.

g. Notwithstanding any other provision in this Agreement, under no circumstances will either party's compliance with any other statutory requirement or lawful judicial or administrative order be or be deemed a breach, default, or violation of this Agreement.

h. Any obligations of the parties under this Agreement which expressly or by their nature, survive the expiration or termination of this Agreement, shall continue in full force and effect subsequent

to and notwithstanding the expiration or termination of this Agreement until the obligations are satisfied un full or by their nature expire.

i. This Agreement, along with the Hardware and Testing Contract, represents the entire understanding and agreement between the parties with respect to the subject matter of this Agreement. The terms of this Agreement shall supersede the Hardware and Testing Contract and all prior agreements, understandings or courses of performance, with respect to the protection of TCL's Patent Rights defined herein. This Agreement may be modified or amended only by an instrument signed by the authorized representatives of both parties.

j. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but both, taken together constitute one and the same Agreement.

k. This Agreement shall be governed, construed, interpreted, and enforced by the laws of the State of Florida. Venue for any action or proceeding arising hereunder shall be exclusively in Miami-Dade County in the State of Florida.

l. If any one of the provisions of this Agreement or the application thereof to either party to the Agreement should be ruled wholly or partly invalid or unenforceable by a court or other tribunal of competent jurisdiction, such invalidity shall not affect in any respect whatsoever the validity or enforceability of other provisions or the remainder of this Agreement which can be given effect without the invalid provision. The invalid or unenforceable provision or provisions shall be severable from the Agreement, unless the removal of the invalid or unenforceable provision or provisions shall operate to destroy the essential intent of the parties.

Intending to be legally bound, the authorized representatives of the parties execute this Agreement effective as of the date set forth in the preamble.

TC License, Ltd.	**Miami-Dade County**
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Exhibit A

Licensed Patents

Title	Patent Number	Date Issued
Automated Vehicle Parking System	5,414,624	May 9, 1995
Automated Vehicle Parking System for a Plurality of Remote Parking Facilities	US RE37,822 E	August 27, 2002

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AFFIDAVITS

MIAMI-DADE COUNTY AFFIDAVITS

- **DISABILITY NONDISCRIMINATION AFFIDAVIT**
  (Resolution R-385-95)

I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

- **MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT**
  (Ordinance 93-129) See Section 1 (1.3H)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

- **MIAMI-DADE COUNTY COLLECTION OF TAXES, FEES AND PARKING TICKETS AFFIDAVIT**
  (Ordinance 95-178) Section 1 (1.3 E)

I, being first duly sworn state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

- **AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO MIAMI-DADE COUNTY (Ordinance 99-162) See Section 1 (1.3 N)**

I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.

- **MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE AFFIDAVIT (Ordinance 99-5 & Resolution R-185-00)**

That in compliance with Ordinance No 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation. As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. Seq., of the Miami-Dade-County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING TO AFFIDAVITS ON PAGES 1 AND 2

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

By: _____ Signature of Affiant

10/24 20 08
Date

TIM SCHOCK, VP
Printed Name of Affiant and Title

2/5-1/7/3/0/3/3/4/
Federal Employer Identification Number

TRANSCORE LP
Printed Name of Firm

5858 SOUTH SEMORAN BLVD. ORLANDO, FL 32822
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 24th day of October, 2008

He/She is personally known to me or has presented _____ as identification.
Type of Identification

_____ Signature of Notary

408501
Serial Number

Edythe T. Ransom-Burt
Print or Stamp Name of Notary

July 18, 2009
Expiration Date

Notary Public – State of Florida

NOTARY PUBLIC STATE OF FLORIDA
EDYTHE T. RANSOM-BURT
MY COMMISSION # DD 408501
EXPIRES: July 18, 2009
Bonded Thru Budget Notary Services

Notary Seal

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LIVING WAGE AFFIDAVIT
(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with County Ordinance 99-44 and Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is $10.69 per hour plus health benefits as described in the ordinance, or $12.24 per hour without health benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section "C" (Indexing).

By: _____ 10-24 20 08
Signature of Affiant — Date

TIM SCHOCK, VP
Printed Name of Affiant and Title

215-1173103131 41
Federal Employer Identification Number

TRANSCORE LP
Printed Name of Firm

5858 SOUTH SEMORAN BLVD, ORLANDO, FL 32822
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 24th day of October, 2008

He/She is personally known to me or has presented _____ as identification.
Type of identification

Edythe T. Ransom-Burt
Signature of Notary

40851
Serial Number

Edythe T. Ransom Burt
Print or Stamp Name of Notary

July 18, 2010
Expiration Date

Notary Public -- State of Florida

Notary Seal

NOTARY PUBLIC STATE OF FLORIDA
EDYTHE T. RANSOM-BURT
MY COMMISSION # DD 440851
EXPIRES: July 18, 2010
Bonded Thru Budget Notary Services

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CODE OF BUSINESS ETHICS

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully complaint with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: _____ 10-24- 2008
Signature of Affiant Date

TIM SCHACK VP 2/5-1/7/3/0/3/3/4/
Printed Name of Affiant and Title Federal Employer Identification Number

TRANSCORE LP
Printed Name of Firm

5858 SOUTH SEMORAN BLVD. ORLANDO, FL 32822
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 24th day of October, 2008

He/She is personally known to me or has presented _____ as identification.
Type of identification

_____ 408501
Signature of Notary Serial Number

Edythe T. Ransom-Burt July 19, 2009
Print or Stamp Name of Notary Expiration Date

Notary Public – State of Florida

NOTARY PUBLIC STATE OF FLORIDA
EDYTHE T. RANSOM-BURT
MY COMMISSION # DD 408501
EXPIRES: July 19, 2009
Bonded Thru Budget Notary Services

Notary Seal

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)

I, being duly first sworn, hereby state that the bidder of this contract:

☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and the expiration date of _____.

☒ had annual gross revenues in excess of $5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-375-3111 regarding this requirement.

☐ had annual gross revenues less than $5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-375-3111 in order to submit the required affidavit and exemption request.

Witness: _____ _____
Signature Signature

Witness: _____ By: _____
Signature Legal Name and Title

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: TIM SCHOCK having the title of VP

with TRANSCORE LP.

☐ a _____ corporation ☒ LIMITED partnership ☐ joint venture

PLEASE NOTE:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-375-3111.

FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

☒ **NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT**

Signature

10-24-2008
Date

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: TRANSCORE LP

Contract No.: _____ Title: AVI HARDWARE INSTALLATION AND TESTING

This forms, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.
This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner) Gender	Race
NONE				

Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	Race
TRANSCORE LP	N/A	ENCOMPASS S READERS	N/A	N/A

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature	Print Name	Print Title	Date
	TIM SCHECK	VP	10-24-08

(Duplicate if additional space is needed)

FORM 100

MIAMI-DADE COUNTY
CERTIFICATION OF RECYCLED ENVIRONMENTALLY ACCEPTABLE PACKAGING PRODUCT CONTENT

RESOLUTION (R-738-92)

MINIMUM CERTIFIED CONTENT						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material
NONE						

DEFINITIONS

"Recycled Material" shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

"Recycled Product" shall be defined as any product which is in whole or in part composed of recovered materials.

"Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

"Waste Reducing Product" shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME Tim Schock TRANSCORE LP		
ADDRESS 5858 SOUTH SEMORAN BLVD.		
CITY ORLANDO	STATE FL	ZIP 32822
SIGNATURE	TITLE VP	

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Miami-Dade County
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective July 1, 2008, vendors are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. _____ **Federal Employer Identification No. (FEIN):** 251730334

Contract Title: AVI HARDWARE INSTALLATION AND TESTING

Affidavits and Legislation/Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Sec. 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Sec. 2-8.1.2(b) of the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2.8.1.6 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Sec. 2-8.9 of the County Code* **(If applicable)**
5.	***Miami-Dade County Debarment Disclosure*** *Section 10-38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60, 11A-67 of the County Code*

TRANSCORE
Printed Name of Affiant

VP
Printed Title of Affiant

Signature of Affiant

TRANSCORE
Name of Firm

10-24-08
Date

5858 SOUTH SEMORAN BLVD. ORLANDO, FL 32822
Address of Firm (include State, Zip Code)

Notary Public Information

Notary Public – State of Florida **County of** Duval

Subscribed and sworn to (or affirmed) before me this 24 **day of,** October **20**09

by _____ **He or she is personally known to me** ☐ **or has produced I.D.** ☐

Type of Identification produced _____

Edythe T. Ransom-Burt
Signature of Notary Public

408501
Serial Number

Edythe T. Ransom-Burt
Print or Stamp of Notary Public

July 18, 2009
Expiration Date

Notary Public Seal

NOTARY PUBLIC STATE OF FLORIDA
EDYTHE T. RANSOM-BURT
MY COMMISSION # DD 408501
EXPIRES: July 18, 2009
Bonded Thru Budget Notary Services

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE AVI Hardware Installation & Testing

PROJECT NUMBER _____

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared, TIM SCHOCK (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

TRANSCORE LP
(Name of Entity)

5858 SOUTH SEMORAN BLVD. ORLANDO, FL 32822
(Address of Entity)

2 / 5 - 1 / 7 / 3 / 0 / 3 / 3 / 4
Federal Employment Identification Number

hereinafter referred to as the Entity being its

VP
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

"1 A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity."

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

_X_ Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of Management Services.]**

CRIMINAL RECORD AFFIDAVIT
PURSUANT TO SECTION 2-8.6 OF THE
MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

__x__ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

_____ has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
6/9/2008	$ TBD ON-CALL TASK/WORK ORDER BASED	$	%

Name of Dept. & Summary of Services Performed: MIAMI-DADE AVIATION DEPARTMENT

ON-SITE REPAIR AND ENGINEERING SERVICES FOR TWO AUTOMATIC VEHICLE IDENTIFICATION (AVI) SYSTEMS.

Litigation Arising out of Contract:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed _____

_____

_____

Litigation Arising out of Contract _____

_____

(3)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? 14 YEARS

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? SYNTONIC TECHNOLOGY, INC.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

(Signature of Authorized Representative)
TIM SCHOCK

Title VP

Date 10-24-08

STATE OF:

COUNTY OF:

The above affidavits were acknowledged before me this 24th day of October, 20 08

by Tim Schock,
(Authorized Representative)

of TransCore, LP
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

(Signature of Notary)

Edythe T. Ransom-Burt
(Print Name)

Notary Stamp or Seal:

NOTARY PUBLIC STATE OF FLORIDA
EDYTHE T. RANSOM-BURT
MY COMMISSION # DD 408501
EXPIRES: July 18, 2009
Bonded Thru Budget Notary Services

Notary Commission Number: 408501

My Commission Expires: July 18, 2009

AFF-6